

## AGENDA

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

February 16, 2017 – 7:00 p.m.

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### EXECUTIVE SESSION

### CORRESPONDENCE

### COMMENTS FROM THE PUBLIC

### BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

### PRESIDING OFFICER'S REPORT

### ADMINISTRATION REPORT

Item 1: SOUTH COUNTY PROPERTY TAX INCREASE

Item 2: BARNES CREEK NATURE TRAILS – EAGLE SCOUT PROJECT

### CONSENT CALENDAR

Page 1 Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through February 8, 2017 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#149324-149587	\$1,900,798.17
Electronic Wire Transfers	#816-829	\$ 519,728.75
Payroll Checks	#18894-18901	\$ 6,187.25
Payroll Direct Deposit	#00030001-00030162	\$ 292,918.12
Payroll Checks	#18902-18906	\$ 4,446.94
Payroll Direct Deposit	#00050001-00050173	\$ 303,731.59
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$3,027,810.82

Page 3 Item 2: APPROVAL OF MINUTES

Motion is to approve the minutes from the January 5, January 12 and January 19, 2017 Regular City Council meetings and the minutes from the February 2, 2017 Council Study Session.

Page 21 Item 3: ANNUAL MULTI CITY HUMAN SERVICES FUNDING PROGRAM

Motion is to approve Exhibit A for the 2017 Des Moines' planning, funding and implementation of a joint human services application and funding program as provided in the 2003 Memorandum of Understanding for the Joint Human Services Funding Program between the cities of Auburn, Burien, Covington, Des Moines, Federal Way, Renton, SeaTac and Tukwila, substantially in the form as submitted.

- Page 39 Item 4: MAYORAL APPOINTMENT TO THE HUMAN SERVICES ADVISORY COMMITTEE  
Motion is to confirm the Mayoral appointment of Ms. Kristy Dunn to one two year term on the Human Services Advisory committee, effective immediately and expiring on December 31, 2018.
- Page 43 Item 5: CITY OF DES MOINES BRIDGE INSPECTION AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
Motion is to approve the Bridge Inspection Agreement (GCB 2511) with the Washington State Department of Transportation to provide citywide bridge inspection services, and further authorize the City Manager to sign said Agreement substantially in the form as submitted.
- Page 55 Item 6: CITY OF DES MOINES BRIDGE MAINTENANCE AGREEMENT WITH THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
Motion is to approve the Maintenance Agreement (JC8530) with the Washington State Department of Transportation to provide bridge joint repair construction services for the South Twin Bridge, and further authorize the City Manager to sign said Agreement substantially in the form as submitted.
- Page 61 Item 7: MARINA PAY PARKING  
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 16-165 on first reading.  
  
Motion 2 is to enact Draft Ordinance No. 16-165, amending chapter 15.12 DMMC establishing the City Manager's authority to set parking rates in the Marina, defining prohibiting acts, and updating the Marina parking code to allow for pay parking.
- Page 69 Item 8: BARNES CREEK TRAIL 2016-2017 ON-CALL GENERAL ENGINEERING SERVICES, KPG INC. 85% DESIGN AND NEPA PERMITTING TASK ASSIGNMENT  
Motion is to approve 2016-2017 On-Call General Engineering Services Task Assignment 2016-05 with KPG Inc. to provide engineering and permitting services for the Barnes Creek Trail project in the amount of \$298,525.41, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.
- Page 91 Item 9: COMPENSATION FOR NON-REPRESENTED EMPLOYEES  
Motion is to adopt Draft Resolution No. 17-004 regarding compensation for non-represented employees, providing holiday pay provisions effective January 1, 2016, and a one percent cost of living adjustment effective January 1, 2017.
- Page 107 Item 10: CONSULTANT SERVICES CONTRACT ADDENDUM #2 WITH THE LA STUDIO LLC FOR DESIGN SERVICES FOR PARKSIDE PARK RENOVATION  
Motion is to approve the Consultant Services Contract Addendum #2 with The LA Studio LLC for design services for Parkside Park Renovation in the amount of \$10,000.00 bringing the contract total to a new not to exceed amount of \$59,235.00, and additionally authorize the City Manager to sign the Consultant Services Contract Addendum substantially in the form as submitted.

Page 137 Item 11: 24<sup>TH</sup> AVENUE SOUTH SIDEWALK IMPROVEMENTS, S 224<sup>TH</sup> STREET TO S 227<sup>TH</sup> PLACE, 2016-2017 ON-CALL GENERAL ENGINEERING SERVICES, PARAMETRIX, INC. PRELIMINARY ENGINEERING TASK ASSIGNMENT  
Motion is to approve 2016-2017 On-Call General Engineering Services Task Assignment 2016-04.01 with Parametrix, Inc. to provide engineering and permitting services for the 24<sup>th</sup> Avenue South Sidewalk Improvements, S 224<sup>th</sup> Street to S 227<sup>th</sup> Place, in the amount of \$83,844.38, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

**NEW BUSINESS**

Page 157 Item 1: CITY COUNCIL RULES OF PROCEDURE UPDATES  
Staff Presentation: City Attorney Tim George

Page 219 Item 2: SOUTH 223<sup>RD</sup> STREET – PAVEMENT REHABILITATION PROJECT  
CONSULTANT SERVICES CONTRACT  
Staff Presentation: Transportation & Engineering Services Manager  
Andrew Merges

**NEXT MEETING DATE**

March 2, 2017 City Council Study Session

**ADJOURNMENT**

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**CITY OF DES MOINES  
Voucher Certification Approval**

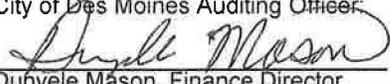
16-Feb-17

**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 Feb. 16, 2017 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through Feb 08, 2016 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:

  
Duhyele Mason, Finance Director

	# From	# To	Amounts
<b>Claims Vouchers:</b>			
Total A/P Checks/Vouchers	149324 ✓ -	149587 ✓	1,900,798.17 ✓
Electronic Wire Transfers	816 ✓ -	829 ✓	519,728.75 ✓
<b>Total claims paid</b>			<b>2,420,526.92</b>
<b>Payroll Vouchers</b>			
Payroll Checks	18894 ✓ -	18901 ✓	6,187.25 ✓
Direct Deposit	00030001 -	00030162	292,918.12 ✓
Payroll Checks	18902 -	18906	4,446.94 ✓
Direct Deposit	00050001 -	00050173	303,731.59 ✓
<b>Total Paychecks/Direct Deposits paid</b>			<b>607,283.90</b>
<b>Total checks and wires for A/P &amp; Payroll</b>			<b>3,027,810.82</b>

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**MINUTES**

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

**January 5, 2017 – 7:00 p.m.**

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Councilmember Bangs.

**ROLL CALL**

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Melissa Musser; Jeremy Nutting, Luisa Bangs; Robert K. Back and Dave Kaplan.

Staff present: City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Assistant Building Official Rex Christensen; Transportation & Engineering Services Manager Andrew Merges; Assistant City Attorney Matt Hutchins; Public Works Director Brandon Carver; Professional Standards Sergeant Doug Jenkins; Police Chief George Delgado; Harbormaster Joe Dusenbury; Assistant Harbormaster Scott Wilkins; Parks, Recreation & Senior Services Director Patrice Thorell; Finance Director Dunyele Mason; Surface Water and Environment Engineering Manager Loren Reinhold; City Clerk Bonnie Wilkins.

**CORRESPONDENCE**

- There were no correspondences.

**COMMENTS FROM THE PUBLIC**

- Bob Pond; Commercial rezone.
- Mt. Rainier High School ASB Student Body; Mt. Rainier High School happenings.
- Mary Eun, Des Moines; NextGen Resolution.
- Rick Johnson, Des Moines; Vision, Mission and Strategic Objectives.
- Matt Mahoney, Des Moines; Crime and Block Watch.

**BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS**

Mayor Pro Tem Pennington

- Public Safety & Transportation Committee meeting.

## Councilmember Kaplan

- South County Area Transportation Board meeting:
  - Transportation Futures Taskforce Findings.
  - Plan was adopted 2010.
  - Updates adopted in 2018.
  - Connectivity from Angle Lake Light Rail Station to Marina District.
- Public Safety & Transportation Committee meeting.
- Executive Committee meeting for State Route 509.
  - Information sent to Council from Staff.

## Councilmember Back

- Block Watch information in the next City Currents.
- Thanked Mt. Rainier High School leaders.

## Councilmember Bangs

- Complimented Mt. Rainier High School ASB Leaders.
- Public Safety & Transportation Committee meeting:
  - 2017 work plan.
    - Published online within the next two weeks.
  - ADA Transition Plan Open House.
    - February 8, 2017.
    - Flyer on City web-site.
  - Pavement management report.
    - Pavement Management Survey and Analysis.
  - CIP Projects.
    - 6 projects submitted for grants/1 awarded.
  - Right of Way Vacation Request.
  - Police Department update.
    - Crime Analytic software being installed.
  - Metro Pilot Program.

## Councilmember Nutting

- Thanked Mt. Rainier ASB Student Body for attending.
- Thanked Public Works for snow/ice mitigation.

## Councilmember Musser

- Thanked Bob Pond for attending and speaking.
- Thanked Mt. Rainier Students for attending.
- Thanked Matt Mahoney for speaking about North Hill mail theft/crime.
- Food Bank commercial freezer stopped working.
  - Immediate need for replacement.
  - [www.myfoodbank.org](http://www.myfoodbank.org) to donate.

### PRESIDING OFFICER'S REPORT

- Impressed with the leadership at Mt. Rainier High School.
  - Gave City lapel pins to the ASB Student Body Officers.
- Wesley Gardens State of the City address.
- Recology Utility Tax Adjustment.
  - Recology billing error, not a new tax.
- Two leader in the community recently passed away:
  - Norma Somers, owner of Johnny's IGA.
  - Earline Byers, writer for Des Moines news.
- Sustainable Aviation Biofuel seminar.
- Port of Seattle workshop for Local, Small and Disadvantaged Businesses.
- Thanked the Public Works Department for snow and ice mitigation.
- Report from Bill Linscott regarding Marina District Neighborhood.
- Council Rules/update by City Attorney George.

### ADMINISTRATION REPORT

- New pay scale set for extra hires which is in line with the new minimum wage.
- Meeting with Dr. Susan Enfield, Highline School District Superintendent regarding the disposition of Des Moines Elementary School.
- Attended Ultra Fine Particle Emission meeting in Burien, supported by Representative Tina Orwall.
- Assistant Building Inspector Christensen gave an update to Council on the construction of the FAA building in the Business Park.
- Metro Pilot Program.
- Future Marina parking meeting.

### CONSENT CALENDAR

- Item 1: APPROVAL OF MINUTES  
Motion is to approve the minutes from the November 10 and December 10, 2016 City Council Executive Sessions, minutes from the October 29, 2016 City Council Retreat and the minutes from the October 27, November 10, November 17, December 1 and December 8, 2016 Regular City Council meetings.
- Item 2: SURPLUS PROPERTY  
Motion is to declare the items on the attached list surplus to the City's needs and direct the staff to dispose of them in the most cost effective way consistent with State law and City policy.
- Item 3: ARTS COMMISSION REAPPOINTMENT  
Motion is to confirm the Mayoral reappointment of Collette Deardorff to a three year term on the City of Des Moines Arts Commission effective January 1, 2017 and expiring on December 31, 2019.

- Item 4: DRAFT RESOLUTION NO. 16-199 SOUTH 216<sup>TH</sup> STREET – SEGMENT 3, 11<sup>TH</sup> AVENUE S TO 20<sup>TH</sup> AVENUE S – PROJECT CERTIFICATION OF FULL FUNDING – FOR TIB AWARD  
Motion is to adopt Draft Resolution No. 16-199 certifying to the Washington State Transportation Improvement Board (TIB) that full funding is secured for the S 216<sup>th</sup> Street – Segment 3, 11<sup>th</sup> Avenue S to 20<sup>th</sup> Avenue S Project, and further authorize the City Manager to sign the TIB Funding Status Form and the Fuel Tax Grant Agreement with TIB.
- Item 5: 2017 VEHICLE AND EQUIPMENT PURCHASE  
Motion is to approve and confirm the purchase of vehicles and equipment identified in Attachment 1 for a total amount of \$555,513.19, ratify Administration's purchase of vehicles already ordered, and authorize the City Manager or his designee to sign the remaining purchase orders substantially in the form as attached.
- Item 6: DRAFT ORDINANCE 16-201 RELATED TO GAMBLING TAXES  
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 16-201 on first reading.  
  
Motion 2 is to enact Draft Ordinance 16-201, extending the date for cardrooms to be eligible for the graduated gambling tax schedule to June 30, 2017, and amending the graduated gambling tax structure applicable to public card rooms.
- Item 7: SURPLUS PROPERTY – VEHICLES AND EQUIPMENT  
Motion is to adopt Draft Resolution No. 16-206 declaring certain vehicles and equipment identified in Exhibit A to Attachment 1 as surplus and authorize disposal of said surplus vehicles and equipment by auction or trade-in, and to retain certain vehicles and equipment identified in Exhibit B to Attachment 1.
- Item 8: APPROVAL OF VOUCHERS  
Motion is to approve for payment vouchers and payroll transfers through December 23, 2016, included in the attached list and further described as follows:
- |  |                |                |
|--|----------------|----------------|
| Total A/P Checks/Vouchers  | #148876-149152 | \$1,799,875.96 |
| Electronic Wire Transfers  | #798-811       | \$1,321,222.35 |
| Payroll Checks   | #18876-18879   | \$ 5,651.39    |
| Payroll Direct Deposit   | #480001-480154 | \$ 324,235.81  |
| Payroll Checks   | #18880-18890   | \$ 7,863.66    |
| Payroll Direct Deposit   | #500001-500156 | \$ 296,536.70  |
| Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: |                | \$3,755,385.87 |

**Action/Direction**

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

Councilmember Back spoke to Consent Agenda Item #2; asked Harbormaster Dusenbury if the chest freezers could be donated to the Food Bank. Harbormaster Dusenbury mentioned that they smell like herring as they were used as bait freezers at the Marina.

Councilmember Nutting excused his vote from Consent Agenda Item #1 as he was absent at the November 10, 2016 meeting.

Councilmember Kaplan spoke to Consent Agenda Item #6.

The Consent Agenda passed 7-0.

#### **PUBLIC HEARING/CONTINUED PUBLIC HEARING**

Item 1: DRAFT ORDINANCE NO. 16-173; CODE AMENDMENTS SUPPORTING LOW IMPACT DEVELOPMENT

Presentation: Austin Fisher, Project Manager  
Parametrix

Mayor Pina opened the public hearing at 8:16 p.m.

Austin Fisher, Project Manager with Parametrix and Surface Water and Environment Engineering Manager Loren Reinhold gave a power point presentation.

Seeing that no one signed up to speak, Mayor Pina called 3 times if anyone wished to speak; seeing none he asked Council if they had any questions.

Mayor Pina closed the public hearing at 9:11 p.m.

#### **Direction/Action**

**Motion 1** made by Councilmember Kaplan to suspend Rule 26(a) in order to enact Draft Ordinance No. 16-173 on the first reading; seconded by Councilmember Bangs.  
The motion passed 7-0.

**Motion 2** made by Councilmember Kaplan to enact Draft Ordinance No. 16-173 amending portions of DMMC Titles 11, 12, 14, 16, 17 and 18 for implementing Low Impact Development (LID) principles and LID Best Management Practices as required by the Department of Ecology and for the City to be in compliance with its municipal stormwater NPDES permit; seconded by Councilmember Bangs.

The motion passed 7-0.

Mayor Pina read Draft Ordinance No. 16-173 into the record.

#### **EXECUTIVE SESSION**

At 9:22 p.m. Council went into Executive Session. The purpose of the Executive Session was to discuss the Performance of a Public Employee under RCW 42.30.110(1)(g). In attendance: Mayor Pina; Mayor Pro Tem Pennington; Councilmembers Kaplan, Back, Bangs, Nutting and Musser; City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George.

The Executive Session ended at 9:54 p.m. and the regular meeting resumed.

No formal action was taken.

**NEXT MEETING DATE**

January 12, 2017 Regular City Council Meeting

**ADJOURNMENT**

**Motion** made by Mayor Pro Tem Pennington to adjourn; seconded by Councilmember Bangs.  
The motion passed 7-0.

The meeting was adjourned at 9:54 p.m.

Respectfully Submitted,  
Bonnie Wilkins, CMC  
City Clerk

## MINUTES

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

January 12, 2017 – 7:00 p.m.

#### CALL TO ORDER

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

#### PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Nutting.

#### ROLL CALL

Council present: Mayor Matt Pina; Councilmembers Melissa Musser; Jeremy Nutting, Luisa Bangs; Robert K. Back and Dave Kaplan.

Mayor Pro Tem Vic Pennington was absent.

#### **Direction/Action**

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

The motion passed 6-0.

#### Staff present:

City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Police Chief George Delgado; Professional Standards Sergeant Doug Jenkins; Assistant City Attorney Matt Hutchins; Civil Engineer II Tommy Owen; Public Works Director Brandon Carver; Assistant Harbormaster Scott Wilkins; Parks, Recreation & Senior Services Director Patrice Thorell; Senior Services Manager Sue Padden; Management Consultant Grant Fredricks; Finance Director Dunyele Mason; City Clerk Bonnie Wilkins.

#### CORRESPONDENCE

- There were no correspondences.

#### COMMENTS FROM THE PUBLIC

- Judi Armer, 25812 14<sup>th</sup> Place S; Streetlight on 14<sup>th</sup> Place S/16<sup>th</sup> Avenue S.
- David Barber, Des Moines resident; Marina parking/6<sup>th</sup> Avenue.
- Scott Hunziker, 22341 6<sup>th</sup> Avenue S; Marina parking/6<sup>th</sup> Avenue.
- Kristy Dunn, 904 S 247<sup>th</sup>; did not speak.
- Ben Stewart, 22515 6<sup>th</sup> Avenue S; Marina parking/6<sup>th</sup> Avenue

#### BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Kaplan

- Executive Committee State Route 509/Highway 167 Gateway Project:
  - Preliminary preferred scenario, Version 3A for State Route 509.

**Councilmember Back**

- Sound Cities Association Public Issue Committee meeting:
  - 2017 Meeting schedule set.
- Recognized Martin Luther King, Jr. Holiday.

**Councilmember Bangs**

- Arts Commission meeting:
  - Concerts in the Park.
  - Shakespeare in the Park.

**Councilmember Nutting**

- Finance & Economic Development Committee meeting:
  - PR-C Zone.
  - Economic Update.
  - Mobile retail at Marina.

**Councilmember Musser**

- Community involvement:
  - Human Services position open.
  - Arts Commission position open.
  - Senior Services position open.
- Acknowledged North Hill Elementary School of Distinction Proclamation.

**PRESIDING OFFICER'S REPORT**

Item 1:

**OUTGOING COMMITTEE MEMBER ACKNOWLEDGEMENT**

- Mayor Pina and Parks, Recreation & Senior Services Director Thorell, recognized outgoing Arts Commission Member, Kristy Dunn, for her service from 2012-2016.
- Mayor Pina, Parks, Recreation & Senior Services Director Thorell and Senior Services Manager Padden recognized outgoing Human Services Advisory Committee Member, Patricio Mendoza, for his service from 2012-2016.

**ADMINISTRATION REPORT**

- South Sound Chamber of Commerce breakfast.
- Seattle King County Economic Development Council meeting.
- Port of Seattle bio fuels discussion.
- Update on Red Light Photo Enforcement cameras:
  - Public Works Director Carver gave a brief overview of the Red Light Enforcement Program.
  - Professional Standards Sergeant Jenkins gave an overview of the process of reviewing video from the red light cameras.

## CONSENT CALENDAR

- Item 1: NORTH HILL SCHOOL OF DISTINCTION PROCLAMATION  
Motion is to approve the Proclamation congratulating North Hill Elementary School for receiving the 2016 School of Distinction Award.
- Item 2: SOUTH 268<sup>TH</sup> STREET SIDEWALK IMPROVEMENT PROJECT CONSULTANT AGREEMENT SUPPLEMENT #3 AND CONSTRUCTION CONTINGENCY INCREASE  
Motion 1 is to approve the Supplemental Agreement Number 3 with Parametrix for the South 268<sup>th</sup> Street Sidewalk Improvement Project in the amount of \$17,517.65, bringing the total contract amount to \$198,582.35, and authorize the City Manager to sign said Supplemental Agreement Number 3 substantially in the form as submitted.  
  
Motion 2 is to increase the project contingency for the South 268<sup>th</sup> Street Sidewalk Improvement Project, in the amount of \$20,000.00, bringing the total project contingency to \$85,000.00
- Item 3: INTERLOCAL AGREEMENT BETWEEN THE CITIES OF DES MOINES & BURIEN FOR PREPARATION & TESTIMONY FOR PERC CASE NO. 128243-P-16  
Motion is to approve the ILA between the cities of Des Moines and Burien to retain Burien's Interim City Manager Anthony A. Piasecki for the purpose of assisting in preparation and providing testimony on behalf of the City of Des Moines in PERC Case No. 128243-P-16, and to authorize the City Manager to sign the ILA substantially in the form as attached.

### Action/Direction

Motion made by Councilmember Kaplan to approve the Consent Agenda; seconded by Councilmember Nutting.  
The motion passed 6-0.

Mayor Pina read the North Hill School of Distinction Proclamation into the record.

## PUBLIC HEARING/CONTINUED PUBLIC HEARING

- Item 1: DRAFT ORDINANCE NO. 16-147; HIGHLINE COLLEGE MASTER PLAN, FILE NUMBER LUA2016-0025  
Presentation: Community Development Manager Denise Lathrop

Mayor Pina opened the public hearing at 8:05 p.m.

Management Consultant Fredricks started the master plan discussion and introduced Barry Holldorf, Highline College Director of Facilities and Mike Slater, Highline College Lead Architect, who gave a power point presentation to Council.

Mayor Pina read Council Rule 21(c)(1), The Appearance of Fairness Doctrine, and asked Council if they had an actual, or an appearance of, a conflict of interest.

For the record Councilmember Back wanted to note that he lives close to Highline College.

For the record, Councilmember Kaplan wanted to note that he and former City Manager Tony Piasecki encouraged Highline College President Dr. Jack Birmingham to pursue the Highline College Master Plan.

City Attorney George stated that neither of the above comments disqualifies Councilmembers Back or Kaplan from making a decision on the Highline College Master Plan.

Mayor Pina read Council Rule 21(2), Conduct for Public Testimony during a Quasi-Judicial Public Hearing.

Seeing no one signed up to speak, Mayor Pina called 3 times if anyone wished to speak; seeing none he asked Council if they had any questions.

Mayor Pina closed the public hearing at 8:53 p.m.

**Direction/Action**

**Motion** made by Councilmember Kaplan to adopt Draft Resolution 16-147 approving the Master Plan for Highline College, filed with the Des Moines Planning, Building and Public Works Department under file number LUA2016-0025 subject to conditions set forth in Draft Resolution 16-147; seconded by Councilmember Bangs.

For the record, Councilmember Back wanted to note that he rents to students who attend Highline College.

City Attorney George stated that the above comment would not disqualify Councilmember Back from voting on Draft Resolution 16-147.

The motion passed 6-0.

Mayor Pina read Draft Resolution No. 16-147 into the record.

**NEXT MEETING DATE**

January 19, 2017 Regular City Council Meeting

**ADJOURNMENT**

**Motion** made by Councilmember Kaplan to adjourn; seconded by Councilmember Bangs. The motion passed 6-0.

The meeting was adjourned at 9:00 p.m.

Respectfully Submitted,  
Bonnie Wilkins, CMC  
City Clerk

## MINUTES

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

January 19, 2017 – 7:00 p.m.

#### CALL TO ORDER

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

#### PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Musser.

#### ROLL CALL

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington Councilmembers Melissa Musser; Jeremy Nutting, Luisa Bangs; Robert K. Back and Dave Kaplan.

Staff present: City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Management Consultant Grant Fredricks; Community Development Manager Denise Lathrop; Harbormaster Joe Dusenbury; Assistant Harbormaster Scott Wilkins; Commander Barry Sellers; Assistant City Attorney Matt Hutchins; Public Works Director Brandon Carver; Finance Director Dunyele Mason; Transportation & Engineering Services Manager Andrew Carver; Parks, Recreation & Senior Services Director Patrice Thorell; Senior Services Manager Sue Padden; Human Resources Manager Maureen Murphy; Senior Planner Laura Techico; City Clerk Bonnie Wilkins.

#### CORRESPONDENCE

- There were no correspondences.

#### COMMENTS FROM THE PUBLIC

- Rick Johnson, Redondo Beach; Water main break, crack in Redondo Beach Drive and Marina paid parking.

#### BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Mayor Pro Tem Pennington

- No report.

Councilmember Kaplan

- South County Area Transportation Board meeting:
  - King County Metro Transit Service update.
  - Metro Pilot Program.
  - Concerns over Gateway Project.
  - Funding and update to 1997 SeaTac Airport Mitigation Study.

**Councilmember Back**

- Environment Committee:
  - NPDES Permit Public Works Service Center.
  - 2017 Work Program.
  - Lakehaven Water & Sewer District Draft Comprehensive Sewer Plan.
  - Sound Ridge Condominium Surface Water Issues.
- Public Issues Committee:
  - Secure Medicine Return Information (Take Back Your Meds Program)
  - Approximately 100 drop boxes spread throughout King County.
- New Area Code, 564, beginning July 29, 2017.

**Councilmember Bangs**

- Municipal Facilities Committee Meeting.
- South County Area Transportation Board.

**Councilmember Nutting**

- No report.

**Councilmember Musser**

- Municipal Facilities Committee Meeting:
  - Container retail.
    - Will support summer food trucks.
  - City Wide Playground Project.
  - Funding partnerships with Des Moines Legacy and Destination Des Moines Foundations.
  - City Hall Generator Project.
    - Essential function of City Hall.
  - CIP Project.
  - 2017 Work Plan.
- Thanked former President Barack Obama for his 8 years of service.

**PRESIDING OFFICER'S REPORT**

- Marina Parking meeting.

**ADMINISTRATION REPORT**

Item 1:

**LODGING TAX SIGNAGE PROJECT UPDATE**

This item will be moved to a Future Council meeting. New information from discussions with WSDOT.

- Met with Representative Tina Orwall and Representative Dave Hayes on the Marina DNR (Department of Natural Resources) Lease.
- Meeting with Senator Karen Keiser next week.
  - Capital Request for Marina Bulkhead Replacement.
- NextGen Quiet Skies meeting.
  - Ultra-Fine Particles
  - Letter of Support for Senator Tina Orwall's Bill.

**Direction/Action**

**Motion** made by Councilmember Nutting moved to have Mayor Pina sign the support letter; seconded by Councilmember Musser.  
The motion passed 7-0.

- Council Rules.

**CONSENT CALENDAR**

- Item 1: CHILDREN’S DENTAL HEALTH MONTH PROCLAMATION  
Motion is to approve the Proclamation recognizing February as Children’s Dental Health Month.
- Item 2: 2017-2018 RECYCLING PROGRAM GRANT FUNDING  
Motion is to accept the Seattle-King County Department of Public Health LHWMP Grant and the King County Solid Waste Division WR/R Grant and authorize the City Manager to sign the grant documents substantially in the form as attached.
- Item 3: INTERLOCAL AGREEMENT BETWEEN NORMANDY PARK AND DES MOINES FOR SENIOR SERVICES FOR 2017 AND 2018  
Motion is to approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines for the provision of Senior Services in fiscal years 2017 and 2018 whereby Normandy Park will pay Des Moines for Senior Services in an amount equal to Normandy Park’s prorata share of costs per year for services based on participation levels, and authorize the City Manager to sign the Agreement substantially in the form as submitted.
- Item 4: SOUTH 216<sup>TH</sup> STREET-SEGMENT 3, 11<sup>TH</sup> AVENUE S TO 20<sup>TH</sup> AVENUE S, 2016-2017 ON-CALL GENERAL ENGINEERING SERVICES, KPG INC. PRELIMINARY ENGINEERING TASK ASSIGNMENT  
Motion is to approve 2016-2017 On-Call Engineering Services Task Assignment 2016-04 with KPG Inc. to provide engineering and permitting services for the S 216<sup>th</sup> Street – Segment 3, 11<sup>th</sup> Avenue S to 20<sup>th</sup> Avenue S Project in the amount of \$539,976.35, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.
- Item 5: RESOLUTION NOTIFYING KING COUNTY ELECTIONS OF JUDICIAL POSITION RECLASSIFICATION  
Motion is to adopt Draft Resolution No. 16-174, notifying King County Elections of the reclassification of the judicial position to a part-time appointed position, and superseding Resolution No. 1221.
- Item 6: APPROVAL OF VOUCHERS  
Motion is to approve for payment vouchers and payroll transfers through January 12, 2017 included in the attached list and further described as follows:
- |  |                    |                |
|--|--------------------|----------------|
| Total A/P Checks/Vouchers  | #149153-149323     | \$1,416,744.93 |
| Electronic Wire Transfers  | #812-815           | \$ 156,567.46  |
| Payroll Checks   | #18891-18893       | \$ 4,460.92    |
| Payroll Direct Deposit   | #00010001-00010168 | \$ 294,517.26  |
| Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: |                    | \$1,872,290.57 |

**Action/Direction**

**Motion** made by Councilmember Kaplan to approve the Consent Agenda; seconded by Councilmember Nutting.  
The motion passed 7-0.

Mayor Pina read the Children's Dental Health Month Proclamation into the record.

**PUBLIC HEARING/CONTINUED PUBLIC HEARING**

Item 1:

DRAFT ORDINANCE NO. 16-184; REGARDING CHANGES IN PERMITTED USES AND ASSOCIATED REGULATIONS IN THE PR-C ZONE NORTH OF SOUTH 216<sup>TH</sup> STREET

Staff Presentation

Chief Operations Officer Dan Brewer and  
Community Development Manager Denise Lathrop

Mayor Pina opened the public hearing at 7:40 p.m.

Management Consultant Fredricks, Community Development Manager Lathrop and City Manager Matthias gave a power point presentation to Council.

Mayor Pina called for those that signed up to speak:

- Donnie Belk, Mukilteo; Proponent of the proposed Draft Ordinance.
- Keith Morgavi, Des Moines; Opponent of the proposed Draft Ordinance.

Mayor Pina called 3 times if anyone else wished to speak; seeing none he asked Council if they had any questions.

Mayor Pina closed the public hearing at 8:27 p.m.

**Direction/Action**

**Motion** made by Councilmember Musser to suspend Rule 26(a) in order to enact Draft Ordinance No. 16-184 on first reading; seconded by Councilmember Kaplan.

The motion passed 7-0.

**Motion** made by Councilmember Musser to enact Draft Ordinance No. 16-184 amending the permitted uses in DMMC 18.52.010B and associated development regulations in DMMC 18.135.060(d) and DMMC 18.135.080 in the PR-C Pacific Ridge Commercial Zone; seconded by Councilmember Bangs.

The motion passed 6-1.

**For:** Mayor Pina; Mayor Pro Tem Pennington; Councilmembers Kaplan, Back, Bangs and Musser.

**Against:** Councilmember Nutting.

Mayor Pina read Draft Ordinance No. 16-184 into the record.

Item 2: DRAFT ORDINANCE NO. 16-185; SCREENING REQUIREMENTS FOR ROOF TOP MECHANICAL EQUIPMENT ON INDUSTRIAL BUILDINGS IN THE B-P ZONE  
Staff Presentation Community Development Manager Denise Lathrop

Mayor Pina opened the public hearing at 8:56 p.m.

Community Development Manager Lathrop gave a power point presentation to Council.

As no one signed up to speak, Mayor Pina called 3 times if anyone wished to speak; seeing none he asked Council if they had any questions.

Mayor Pina closed the public hearing at 9:06 p.m.

**Direction/Action**

**Motion** made by Councilmember Kaplan to suspend Rule 26(a) in order to enact Draft Ordinance No. 16-185 on first reading; seconded by Councilmember Musser.

The motion passed 7-0.

**Motion** made by Councilmember Kaplan to enact Draft Ordinance No. 16-185 amending the screening requirements for roof top mechanical on industrial buildings within the B-P business park zone; seconded by Councilmember Musser.

The motion passed 7-0.

Mayor Pina read Draft Ordinance No. 16-185 into the record.

**OLD BUSINESS**

Item 1: PAY PARKING IN THE MARINA AND BEACH PARK-RATES AND TRAFFIC AND PARKING IMPACTS IN THE MARINA DISTRICT  
Staff Presentation: Harbormaster Joe Dusenbury

Harbormaster Dusenbury gave a presentation to Council.

No motion given.

**EXECUTIVE SESSION**

Item 1: LABOR NEGOTIATIONS UNDER RCW 42.30.140(4)(a) AND POTENTIAL LITIGATION UNDER RCW 42.30.110

At 9:45 p.m. Council went into Executive Session. The purpose of the Executive Session was to discuss Labor Negotiations under RCW 42.30.140(4)(a) and Potential Litigation under RCW 42.30.110. In attendance: Mayor Pina; Mayor Pro Tem Pennington; Councilmembers Kaplan, Back, Bangs, Nutting and Musser; City Manager Matthias; Chief Operations Officer Brewer; City Attorney George; Finance Director Dunyele Mason; Human Resources Manager Maureen Murphy.

At 10:15 p.m. the Executive Session ended and no formal action was taken.

**NEXT MEETING DATE**

February 2, 2017 City Council Study Session

**ADJOURNMENT**

The meeting was adjourned at 10:15 p.m.

Respectfully Submitted,  
Bonnie Wilkins, CMC  
City Clerk

## MINUTES<sub>19</sub>

### DES MOINES CITY COUNCIL COUNCIL STUDY SESSION City Council Chambers 21630 11<sup>th</sup> Avenue South, Des Moines

February 2, 2017 – 7:00 p.m.

#### CALL TO ORDER

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

#### PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Pina.

#### ROLL CALL

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington Councilmembers Melissa Musser; Jeremy Nutting, Robert K. Back and Dave Kaplan.

Councilmember Luisa Bangs was absent.

#### Direction/Action

**Motion** made by Councilmember Back to excuse Councilmember Bangs; seconded by Councilmember Musser.

The motion passed 6-0.

#### Staff present:

City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Parks, Recreation & Senior Services Director Patrice Thorell; Transportation & Engineering Services Manager Andrew Merges; Finance Director Donyele Mason; Assistant City Attorney Matt Hutchins; Public Works Director Brandon Carver; Building Official Larry Pickard; Community Services Officer/Code Enforcement Officer Kory Batterman; Master Sergeant Mike Graddon; Harbormaster Joe Dusenbury; Assistant Harbormaster Scott Wilkins; City Clerk Bonnie Wilkins.

#### COMMENTS FROM THE PUBLIC

- None.

#### EMERGING ISSUES

City Manager Matthias gave a Legislative Update to Council, introduced the City's new Legislative Advocate, Connor Edwards, and invited outgoing Legislative Advocate Anthony Hemstad to give a brief update to Council.

Chief Operations Office Brewer publically recognized Harbormaster Dusenbury and thanked him for his work on the DNR Lease, Marina Bulkhead replacement project and other Marina issues.

City Manager Matthias announced that the City of Des Moines has a new website.

## DISCUSSION ITEMS

### Item 1: EMERGENCY MANAGEMENT

Ray Gross, Emergency Manager, Federal Way Emergency Management gave a Power Point presentation to Council on Emergency Management.

Master Sergeant Graddon gave a power point presentation on the first responder's role in an emergency situation.

Public Works Director Carver gave a power point presentation to Council on the response phase of emergency management.

Building Official Pickard gave a power point presentation to Council on the Community Development/Building side of emergency management.

Community Services Officer/Code Enforcement Officer Batterman gave information on individual emergency preparedness.

At 9:05 p.m. Council took a 5 minute break.

## EXECUTIVE SESSION

### Item 1: LABOR NEGOTIATIONS UNDER RCW 42.30.140(4)(a) AND POTENTIAL LITIGATION UNDER RCW 42.30.110

At 9:10 p.m. Council went into Executive Session. The purpose of the Executive Session was to discuss the Performance of a Public Employee under RCW 42.30.110(1)(g). In attendance: Mayor Pina; Mayor Pro Tem Pennington; Councilmembers Kaplan, Back, Nutting and Musser; City Manager Matthias; Chief Operations Officer Brewer; City Attorney George.

At 9:40 p.m. Mayor Pina extended the Executive Session an additional 10 minutes.

At 9:50 p.m. the Executive Session ended and the Study Session resumed.

No formal action was taken.

## NEXT MEETING DATE

February 16, 2017 City Council Regular meeting.

## ADJOURNMENT

### **Direction/Action**

**Motion** made by Mayor Pro Tem Pennington to adjourn; seconded by Councilmember Musser.  
The motion passed 6-0.

The meeting was adjourned at 9:50 p.m.

Respectfully Submitted,  
Bonnie Wilkins, CMC  
City Clerk

## A G E N D A I T E M

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

**SUBJECT:** Annual Multi City Human Services  
Funding Program

**ATTACHMENTS:**

1. Exhibit A to Memorandum of Understanding between the Cities-  
Calendar Year 2017
2. 2003 Memorandum of Understanding

**FOR AGENDA OF:** February 16, 2017

**DEPT. OF ORIGIN:** Parks, Recreation, & Senior  
Services

**DATE SUBMITTED:** January 24, 2017

**CLEARANCES:**

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

**CHIEF OPERATIONS OFFICER:** DJB

- Legal 16
- Finance N/A
- Courts N/A
- Police N/A

**APPROVED BY CITY MANAGER  
FOR SUBMITTAL:** 

**Purpose and Recommendation**

The purpose of this agenda item is to seek City Council authorization of the 2017 Joint Human Services Funding Program Agreement between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Renton, SeaTac, and Tukwila for planning, funding and continuation of a Joint Human Services Application and Funding Program.

**Suggested Motion**

**Motion 1:** “I move to approve Exhibit A for the 2017 Des Moines’ planning, funding and implementation of a joint human services application and funding program as provided in the 2003 Memorandum of Understanding for the Joint Human Services Funding Program between the cities of Auburn, Burien, Covington, Des Moines, Federal Way, Renton, SeaTac, and Tukwila, substantially in the form as submitted.”

### **Background**

In 2003, the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Renton, SeaTac and Tukwila began making the most efficient use of their limited resources by streamlining the funding process with the implementation of the Joint Human Services Funding Program in order to provide services for residents.

The Joint Human Services Funding Program was created by execution of the Memorandum of Understanding in 2003 between the above-listed cities to allow for selected King County human service providers to submit one application for funding, one invoice for payment, and one quarterly report of performance measures and specific city demographics as opposed to completing individual applications, invoice requests and quarterly reports for each city.

Des Moines participates in this process through annual approval of Exhibit A (Attachment 1) to the 2003 MOU (Attachment 2). The City may terminate its participation with 30 days written notice but remains responsible for its funding responsibilities through the end of the calendar year.

### **Discussion**

The 2003 MOU for Joint Human Services Funding Program consolidates the human services funding process. This results in a more efficient use of government resources and human service provider staffing and resources. The processing of fewer annual quarterly payment invoices and quarterly agency performance and demographic report forms saves significant staff time. The 2017 Exhibit A includes nine human service providers; however, not all of the programs receive Des Moines funds. Based on City of Des Moines' 2017 budget, the programs receiving funds from Des Moines are:

Children's Therapy Center for Children with Special Needs	\$1,000.00
Crisis Clinic (Telephone Referral, 211 & Teen Link)	\$ 7,900.00
DAWN (Transitional Shelter)	\$ 2,600.00
HealthPoint (Medical and Dental)	\$ 10,500.00
King Co. Sexual Assault Resource Center	\$ 4,142.00
Multi-Service Center (Emergency Shelter, Transitional Housing)	\$ 2,667.00
Sound Generations (Meals on Wheels & Senior Shuttle)	<u>\$ 4,625.00</u>
<b>Total:</b>	<b>\$33,434.00</b>

### **Alternatives**

City Council can choose to have the Des Moines Senior Services Manager Sue Padden manage all of the fifteen of the 2017 human services agency contracts and payments which would include the nine agencies identified in the 2017 Exhibit A.

### **Financial Impact**

There is no additional cost for the 2017 Exhibit A to the 2003 MOU for Joint Human Services Funding Program between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Renton, SeaTac, and Tukwila. The amounts have been previously budgeted for the 2017 Budget.

### **Recommendation**

Des Moines Administration and the Des Moines Human Services Advisory Committee recommend that the City Council approve the 2017 Exhibit A to the 2003 MOU for Joint Human Services Funding Program with the Cities of Auburn, Burien, Covington, Federal Way, Renton, SeaTac and Tukwila as attached.

**Final  
Calendar Year 2017**

Exhibit A to Memorandum of Understanding (MOU) between the Cities for planning, funding, and implementation of a joint human services application and funding program.

Name of Nonprofit Agency & Program	Participating Cities	Funding
Catholic Community Services for Emergency Assistance	<b>Federal Way - Lead City</b>	\$ 13,000
	Auburn	10,000
	Covington	9,350
	Burien	14,000
	Renton	12,000
	SeaTac	14,520
	<b>TOTAL \$</b>	<b>72,870</b>
Catholic Community Services for Volunteer Chore Services	<b>Federal Way - Lead City</b>	\$ 9,000
	Auburn	6,000
	Covington	4,000
	Renton	7,500
	SeaTac	6,000
	<b>TOTAL \$</b>	<b>32,500</b>
Child Care Resources for Education & Provider Improvements	<b>Burien - Lead City</b>	\$ 5,000
	Auburn	5,000
	Covington	3,115
	Federal Way	5,000
	Renton	7,520
	SeaTac	5,309
	Tukwila	5,000
<b>TOTAL \$</b>	<b>35,944</b>	
Children's Therapy Center for Children with Special Needs	<b>Tukwila - Lead City</b>	\$ 6,750
	Auburn	10,800
	Burien	6,400
	Covington	10,800
	Des Moines	1,000
	Federal Way	8,640
	Renton	7,500
	SeaTac	14,040
<b>TOTAL \$</b>	<b>65,930</b>	
Crisis Clinic for crisis line and 2-1-1	<b>Auburn - Lead City</b>	\$ 6,000
	2-1-1 \$5,000; crisis line \$1,000	9,000
	2-1-1 \$9,000; crisis line None	8,500
	2-1-1 \$5,000; crisis line \$3,500	5,525
	2-1-1 \$2,775; crisis line \$2,750	15,000
	2-1-1 \$10,000; crisis line \$5,000	20,000
	2-1-1 \$10,000; crisis line \$10,000	7,000
	2-1-1 \$4,500; crisis line \$2,500	4,120
	2-1-1 \$1,500; crisis line \$2,620	75,145
<b>TOTAL \$</b>	<b>75,145</b>	

**Final  
Calendar Year 2017**

Exhibit A to Memorandum of Understanding (MOU) between the Cities for planning, funding, and implementation of a joint human services application and funding program.

<b>Name of Nonprofit Agency &amp; Program</b>	<b>Participating Cities</b>	<b>Funding</b>
Crisis Clinic for Teen Link	<b>Auburn - Lead City</b>	\$ 2,500
	Burien	2,000
	Covington	2,700
	Des Moines	2,375
	Federal Way	4,000
	Renton	7,500
	SeaTac	2,500
	Tukwila	1,500
	<b>TOTAL \$</b>	<b>25,075</b>
Domestic Abuse Women's Network (DAWN) for Community Advocacy Program (CAP)	<b>Renton - Lead City</b>	\$ 8,500
	Auburn	3,000
	Burien	3,500
	Covington	2,000
	Federal Way	5,000
	SeaTac	4,000
	Tukwila	4,000
	<b>TOTAL \$</b>	<b>30,000</b>
Domestic Abuse Women's Network (DAWN) for Transitional Housing (Shelter)	<b>Renton - Lead City</b>	\$ 19,000
	Auburn	10,000
	Burien	8,000
	Covington	6,000
	Des Moines	2,600
	Federal Way	10,000
	SeaTac	9,000
	Tukwila	7,000
	<b>TOTAL \$</b>	<b>71,600</b>
HealthPoint - DENTAL	<b>Covington - Lead City</b>	\$ 5,000
	Burien	5,000
	Des Moines	4,700
	Federal Way	22,000
	Renton	7,500
	SeaTac	14,000
	Tukwila	4,550
	<b>DENTAL TOTAL \$</b>	<b>62,750</b>

**Final  
Calendar Year 2017**

Exhibit A to Memorandum of Understanding (MOU) between the Cities for planning, funding, and implementation of a joint human services application and funding program.

Name of Nonprofit Agency & Program	Participating Cities	Funding
HealthPoint - MEDICAL	<b>Covington - Lead City</b>	\$ 5,000
	Burien	10,000
	Des Moines	5,800
	Federal Way	13,500
	Renton	7,500
	SeaTac	37,000
	Tukwila	5,000
	<b>MEDICAL TOTAL</b>	<b>\$ 83,800</b>
King County Sexual Assault Resource Center (KCSARC) for Comprehensive Sexual Assault Services	<b>Renton - Lead City</b>	\$ 32,000
	Auburn	22,500
	Burien	7,800
	Covington	5,362
	Des Moines	4,142
	Federal Way	21,000
	SeaTac	8,424
	Tukwila	8,300
	<b>TOTAL</b>	<b>\$ 109,528</b>
	Multi-Service Center for Emergency Shelter and Transitional Housing	<b>Burien - Lead City</b>
Auburn		8,000
Des Moines		2,667
Federal Way		34,000
Renton		8,000
SeaTac		8,000
Tukwila		4,000
<b>TOTAL</b>		<b>\$ 69,167</b>
Sound Generations for Meals on Wheels (MOW)	<b>Renton - Lead City</b>	\$ 11,000
	Auburn	7,000
	Burien	6,200
	Covington	2,000
	Des Moines	2,500
	Federal Way	10,000
	SeaTac	12,100
	Tukwila	7,999
	<b>TOTAL</b>	<b>\$ 58,799</b>
Sound Generations for Volunteer Transportation Services and Hyde Shuttles	<b>Renton - Lead City</b>	\$ 21,000
	Auburn	5,000
	Burien (Hyde Shuttle)	5,000
	Des Moines (Hyde Shuttle)	2,125
	Federal Way	10,000
	SeaTac	4,600
	Tukwila	2,860
	<b>TOTAL</b>	<b>\$ 50,585</b>

**Final  
Calendar Year 2017**

Exhibit A to Memorandum of Understanding (MOU) between the Cities for planning, funding, and implementation of a joint human services application and funding program.

Name of Nonprofit Agency & Program	Participating Cities	Funding
<u>Summary of Lead Cities:</u>		
<b>Auburn:</b> Crisis Clinic - 2-1-1 & crisis line Crisis Clinic - Teen Link		
<b>Burien:</b> Childcare Resources - Education & Provider Multi-Service Center -Emergency Housing		
<b>Covington:</b> HealthPoint - Dental HealthPoint- Medical		
<b>Federal Way:</b> CCS - Emergency Assistance CCS - Volunteer Chore Services		
<b>Renton:</b> DAWN - DV Advocacy/Crisis Line DAWN - Shelter KSCARC		
<b>Tukwila:</b> Senior Services - Meals on Wheels Senior Services - Volunteer Transportation		
<b>Tukwila:</b> Children's Therapy Center		

MEMORANDUM OF UNDERSTANDING BETWEEN  
THE CITIES OF AUBURN, BURien, DES MOINES,  
FEDERAL WAY, KENT, RENTON, SEATAC, AND  
TUKWILA FOR PLANNING, FUNDING, AND  
IMPLEMENTATION OF A JOINT HUMAN  
SERVICES APPLICATION AND FUNDING  
PROGRAM.

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into pursuant to Chapter 39.34 RCW by the Cities of Auburn, Burien, Des Moines, Federal Way, Kent, Renton, SeaTac, and Tukwila, Washington hereinafter referred to as "Cities", to provide for planning, funding, and implementation of a joint human services application and funding program.

WHEREAS, the Cities engage in activities which support human service providers in King County; and

WHEREAS, the parties wish to make the most efficient use of their resources by cooperating to provide funding to support human service providers in south King County; and

WHEREAS, through the Interlocal Cooperation Act, the parties have the authority to engage in cooperative efforts which result in more efficient use of Government resources; and

NOW THEREFORE, and in consideration of the terms, conditions and performances made herein, it is agreed as follows:

1. Purpose of MOU: The purpose of the MOU is the set up a cooperative arrangement between the Cities to consolidate the human services application and funding process. Four nonprofit human services agencies, commonly funded by many of the Cities, have been designated by the Cities for calendar year 2003. Nonprofit agencies may be added or deleted each year as determined by the Cities for the cooperative program.

2. Joint Participation.

- a) Lead City. A Lead City will be designated by the Cities for each Nonprofit Agency, as shown in Exhibit A, to act as the fiscal and administrative agent for the Cities for that Nonprofit Agency. A Lead City is usually established by the amount of funding and/or support to the particular Nonprofit Agency. The responsibilities of the Lead City are described in Section 4.
- b) Participating City. A Participating City is a city participating in the cooperative funding of a Nonprofit Agency, who is not a Lead City. Participating Cities for each Nonprofit Agency are identified in Exhibit A. A Participating City shall review quarterly reports from the Nonprofit Agency.

If a Participating City becomes concerned with a Nonprofit Agency's services, it will promptly notify the Lead City. If a Participating City determines that a Nonprofit Agency is not performing satisfactorily for their city, the Participating City reserves the right to request the Lead City to withhold payments to the Nonprofit Agency for their share of funding. In the event that a claim or lawsuit is initiated by a Nonprofit Agency against any City for withholding payment, the City requesting the withholding of payment shall be responsible for settling or defending the claim or lawsuit. In addition, in the event of any settlement of or judgment on the claim or lawsuit, the City requesting that payment be withheld shall be fully responsible for the payment of such settlement of judgment and shall indemnify, defend, and hold harmless the other Cities for such settlement or lawsuit.

- c) **Nonprofit Agency.** For calendar year 2003, the Cities identified and agreed that they will coordinate to consolidate the human services application and funding process for the following four Nonprofit Agencies: Crisis Clinic, King County Sexual Assault Resource Center, Community Health Center, and the Part-Time Domestic Violence Planner through the King County Coalition Against Domestic Violence. Nonprofit Agencies may be added or deleted each year as determined by the Cities for the cooperative program.

### 3. Funding Arrangement.

- a) **Allocation.** Each Participating City shall provide to the Lead City no later than March 31st of each year, the total annual funding allocation approved by their City Councils for the Nonprofit Agency, as described in Exhibit A. No administrative costs shall be imposed by the Lead City to the other Participating Cities. Exhibit A will be updated each year to show the Nonprofit Agencies, Lead Cities, Participating Cities, and funding amounts for that calendar year. *{For City of Des Moines only, the last sentence of this paragraph was changed to read: "Exhibit A will be updated each year by approval of amendment to this agreement to show the Nonprofit Agencies, Lead Cities, Participating Cities, and funding amounts for that calendar year."}*
- b) **Return of Unspent Funds.** Any monies that the Nonprofit Agency(s) does not spend during the calendar year shall be proportionately returned to each Participating City. On or before March 31<sup>st</sup> of the next calendar year the Lead City will provide the unspent funds to each Participating City.

4. **Responsibilities of Lead City.** A Lead City has been designated to act as the fiscal and administrative agent for the Cities for each Nonprofit Agency, as shown in Exhibit A. The responsibilities of the Lead City shall include the following:

- a) Send an invoice to each Participating City by January 30<sup>th</sup> of each year for their annual approved allocation to the Nonprofit Agency.

- b) Contract with the Nonprofit Agency each year, for the total funding allocated by the Participating Cities, detailing performance measures to be performed by the Nonprofit Agency for each City.
- c) Receive, review, and process the quarterly invoices and reports from the Nonprofit Agency. Quarterly reports shall describe services provided specifically to each City. Disputes regarding billings will be resolved among the Participating Cities.
- d) Provide copies of quarterly reports to the Participating Cities, if the reports are not provided directly by the Nonprofit Agency.
- e) Provide the Nonprofit Agency with a funding application and technical assistance as required.
- f) Perform an annual monitoring visit of the Nonprofit Agency, to include the participation of another Participating City.
- g) Maintain accounts and records which properly reflect transactions related to this MOU.

5. Duration. This MOU shall become effective when it is approved by a majority of the Cities and shall remain in effect through December 31, 2003, with automatic extensions annually, unless terminated as described in section 6.

6. Termination. Any party may terminate its participation in the MOU without cause by giving the other Cities a thirty day written notice. The terminating party shall remain fully responsible for meeting its funding responsibilities and other obligations established by this MOU through the end of the calendar year in which such notice is given.

7. Notices. Notices to the Cities shall be sent to the following persons:

City	Contact
Auburn	Planner, currently Shirley Aird
Burien	Management Analyst, currently Lori Fleming
Des Moines	Senior Services Manager, currently Sue Padden
Federal Way	Human Services Manager, currently Lydia Assefa-Dawson
Kent	Human Services Manager, currently Katherin Johnson
Renton	Contract Specialist, currently Dianne Utecht
SeaTac	Senior Project Coordinator, currently Soraya Lowry
Tukwila	Human Services Manager, currently Evelyn Boykan

8. Indemnification.

Each City agrees to indemnify the other Cities from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage and bodily injury, including death, caused solely by the negligence or willful misconduct of such City, the City's employees,

Joint Human Services Application and Funding MOU  
Page 4 of 7

affiliated corporations, officers, and lower tier subcontractors in connection with this MOU.

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other Cities. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9. Insurance. Each City shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self insurance shall provide coverage equal to or greater that required of non-self insurance pool member Cities.

10. Oversight Committee. This Agreement shall be managed by an Oversight Committee made up of one representative of each City. The representative of each City shall be that person designated in section 7 of this Agreement. The Oversight Committee shall meet at least annually to discuss the terms of the Agreement and manage the services provided pursuant to the Agreement.

11. Applicable Law; Venue; Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

12. Counterparts. This document may be executed in any number of counterparts, each one which shall be considered an original.

IN WITNESS WHEREOF, the undersigned have entered into this MOU as of this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

IN WITNESS WHEREOF, the undersigned have entered into this MOU as of this 21st day of January, 2003.

CITY OF AUBURN

By: [Signature]

Title: Mayor

Date: JAN 21 2003

Attest: [Signature]

Approved As to Form

[Signature]  
City Attorney

Joint Human Services Application and Funding MOU  
Page 5 of 7

CITY OF BURIEN

By: Dany P. Long

Title: City Manager

Date: 1-21-03

Attest: \_\_\_\_\_

Approved As To Form:

[Signature]  
City Attorney

CITY OF COVINGTON

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

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

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

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF DES MOINES

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

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

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

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF FEDERAL WAY

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

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

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

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

Joint Human Services Application and Funding MOU  
Page 5 of 7

CITY OF BURIEN

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

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

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

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF COVINGTON

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

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

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

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF DES MOINES

By: [Signature]

Title: City Manager

Date: 1/28/03

Attest: \_\_\_\_\_

Approved As To Form:

[Signature]  
City Attorney

CITY OF FEDERAL WAY

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

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

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

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

Joint Human Services Application and Funding MOU  
Page 6 of 8

CITY OF FEDERAL WAY

By: [Signature]  
Title: CITY MANAGER

Approved As To Form:

[Signature]  
City Attorney

Date: 3/26/03

Attest: [Signature]

CITY OF KENT

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

Approved As To Form:

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

\_\_\_\_\_  
City Attorney

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

Attest: \_\_\_\_\_

CITY OF RENTON

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

Approved As To Form:

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

\_\_\_\_\_  
City Attorney

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

Attest: \_\_\_\_\_

CITY OF SEATAC

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

Approved As To Form:

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

\_\_\_\_\_  
City Attorney

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

Attest: \_\_\_\_\_

Joint Human Services Application and Funding MOU  
Page 6 of 7

CITY OF KENT

By: Judy Woods

Title: Mayor Pro Tem

Date: 2/4/03

Attest: \_\_\_\_\_

Approved As To Form:

[Signature]  
DEPUTY City Attorney

CITY OF RENTON

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

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

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

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF SEATAC

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

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

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

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF TUKWILA

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

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

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

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

Each City hereby waives its immunity under Title 51 of the Revised Code of Washington for claims of any type brought by any City agent or employee against the other Cities. This waiver is specifically negotiated by the parties and a portion of the City's payment hereunder is expressly made the consideration for this waiver.

9. Insurance. Each City shall procure and maintain in full force throughout the duration of the Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000.00 per occurrence/aggregate for personal injury and property damage. In the event that a City is a member of a pool of self-insured cities, the City shall provide proof of such membership in lieu of the insurance requirement above. Such self insurance shall provide coverage equal to or greater that required of non-self insurance pool member Cities.

10. Oversight Committee. This Agreement shall be managed by an Oversight Committee made up of one representative of each City. The representative of each City shall be that person designated in section 7 of this Agreement. The Oversight Committee shall meet at least annually to discuss the terms of the Agreement and manage the services provided pursuant to the Agreement.

11. Applicable Law, Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorney's fees and costs of suit.

IN WITNESS WHEREOF, the undersigned have entered into this MOU as of this 3<sup>rd</sup> day of February, 2003.

CITY OF RENTON

By: Jesse Tanner  
Jesse Tanner

Title: Mayor

Date: 2-3-2003

Attest: Bonnie I. Walton  
City Clerk, Bonnie I. Walton

Approved As To Form:

Lawrence Warner  
City Attorney

Joint Human Services Application and Funding MOU  
Page 6 of 7

CITY OF KENT

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

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

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

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF RENTON

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

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

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

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

CITY OF SEATAC

By: Bruce Rayburn  
Bruce Rayburn, City Manager

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

Date: 3/3/03

Attest: \_\_\_\_\_

Approved As To Form:

John L. McAlam  
City Attorney

CITY OF TURK WILA

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

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

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

Attest: \_\_\_\_\_

Approved As To Form:

\_\_\_\_\_  
City Attorney

Joint Human Services Application and Funding MOU  
Page 6 of 7

CITY OF KENT

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_

Approved As To Form:  
\_\_\_\_\_  
City Attorney

CITY OF RENTON

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_

Approved As To Form:  
\_\_\_\_\_  
City Attorney

CITY OF SEATAC

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Attest: \_\_\_\_\_

Approved As To Form:  
\_\_\_\_\_  
City Attorney

CITY OF TUKWILA

By: ib Steven Mullett  
Title: Mayor  
Date: 1/16/03  
Attest: Jane E. Cantor  
City Clerk

Approved As To Form:  
[Signature]  
City Attorney

# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Mayoral Appointment to the Human Services Advisory Committee

FOR AGENDA OF: Thursday, February 16, 2017

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

DATE SUBMITTED: Friday, January 20th, 2017

ATTACHMENTS:

- 1. Human Services Advisory Committee Application

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: \_\_\_\_\_

- Legal 26
- Finance N/A
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is to recommend City Council confirmation of one Mayoral appointment to the City of Des Moines Human Services Advisory Committee.

**Suggested Motion**

**Motion 1:** "I move to confirm the Mayoral appointment of Ms. Kristy Dunn to one two year term on the Human Services Advisory Committee, effective immediately and expiring on December 31, 2018."

**Background**

The City Council adopted Ordinance No. 1047 establishing the Human Services Advisory Committee in February 1993. The ordinance details the powers, duties, membership, and meeting requirements for the Human Services Advisory Committee. The Committee is chartered with evaluating and recommending annual funding for human services agency requests submitted to the City. The Committee consists of seven members. Two of the members of the Committee need not be residents of the City. The Committee terms are for two years and members may be appointed for up to two terms.

**Discussion**

Ms. Kristy Dunn seeks appointment to the committee to fill one vacancy by a committee member who completed two full terms.

**Alternatives**

None provided.

**Financial Impact**

No financial impact.

**Recommendation**

Des Moines Administration recommends the Mayoral appointment of Ms. Kristy Dunn to one two year term on the Human Services Advisory Committee.



CITY OF DES MOINES  
APPLICATION FOR APPOINTIVE OFFICE  
21630 11th Avenue South  
Des Moines, WA 98198

Attachment #1

Recvd. \_\_\_\_\_

Please Check

NAME: Kristy Dunn  
ADDRESS: 904 S. 247<sup>th</sup> St.  
CITY, ZIP: Des Moines, 98198  
PHONE: Home 206.605.9771 Work \_\_\_\_\_  
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 8 years  
Email address: kristydunn@johnlscott.com  
REGISTERED VOTER? YES

- Civil Service Commission
- Planning Agency
- Library Board
- Human Services
- Senior Services
- Arts Commission

EMPLOYMENT SUMMARY LAST FIVE YEARS: **I worked at the Department of Social and Human Services for over the last 10 years. My last 5 consist of a Case Manager at Home and Community Services, then a lead at the White Center CSO for WorkFirst and then a WorkFirst supervisor at the Kent office. I then left DSHS to become a Real Estate agent.**

Are you related to anyone presently employed by the City or a member of a City Board? **NO** \_\_\_\_\_  
If yes, explain: \_\_\_\_\_

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? **NO** \_\_\_\_\_ If so, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute?  
**Human Services in all capacities is a passion of mine, but specifically children. I have over a decade of experience in Health and Human Services and I am also a Foster parent. I have been a longtime volunteer in the City of Des Moines and I see no value in putting on blinders and ignoring the issues we have and all cities have. I am someone who wants to get in the middle of it and help make positive changes. I have the experience and capacity to help and I feel it is my responsibility to do so.**

2. What problems, programs or improvements are you most interest in? **I am most interested in programs related to children and families. Working at DSHS and being a foster parent I have seen and heard more neglect and abuse than anyone should have to. Knowing children and families in our community are in need keeps me up at night and I think our families should have the resources to make positive changes.**

3. Please list any Des Moines elective/appointive offices you have run/applied for previously.  
**I was a Des Moines Arts Commissioner from 2012 - 2016**

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# AGENDA ITEM

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

**SUBJECT:**  
City of Des Moines Bridge Inspection Agreement  
with the Washington State Department of  
Transportation

**ATTACHMENTS:**  
1. Bridge Inspection Agreement (GCB 2511)

**FOR AGENDA OF:** February 16, 2017

**DEPT. OF ORIGIN:** Public Works

**DATE SUBMITTED:** February 1, 2017

**CLEARANCES:**

- Community Development N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Public Works RRL

**CHIEF OPERATIONS OFFICER:** DSB

- Legal JG
- Finance DM
- Courts N/A
- Police N/A

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

**Purpose and Recommendation**

The purpose of this agenda item is for City Council to approve an agreement (Attachment 1) with the Washington State Department of Transportation (WSDOT) to provide required citywide bridge inspection services. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion 1:** “I move to approve the Bridge Inspection Agreement (GCB 2511) with the Washington State Department of Transportation to provide citywide bridge inspection services, and further authorize the City Manager to sign said Agreement substantially in the form as submitted.”

### **Background**

The City of Des Moines performs bridge inspections for the Saltwater State Park Bridge, North Twin Bridge, and South Twin Bridge. Inspection frequencies vary depending on type of structure, age, condition, and any rehabilitations or modifications per state and federal guidelines. Inspection report data is then uploaded to a state inventory system.

Bridge inspections for all three City bridges fall into two categories; routine inspections which are more frequent, and under-bridge-inspection-truck (UBIT) inspections that are less frequent but are significantly higher in cost. Routine inspections typically only require on-ground visual structural review while UBIT inspections require specialized equipment to access all portions of the structure.

Prior bridge inspection services have been provided by the King County Department of Transportation Road Services Division (KCDOT). As part of the County's efforts, County bridge inspectors and engineers performed technical review while the Seattle Department of Transportation (SDOT) provided subcontractor equipment and traffic control services.

Prior inspections performed by the KCDOT and SDOT cost approximately:

Routine Inspection: \$1,000 – \$2,500 EA

UBIT Inspection: \$15,000 - \$25,000 EA

### **Discussion**

Due to increasing inspection costs from KCDOT and SDOT, City staff pursued alternative bridge inspection service providers. Private consulting firms as well as WSDOT were contacted to review potential options and generally, government provided services were the least expensive. An analysis of all options illustrated that the majority of inspection costs are realized in the specialized UBIT equipment. Very few agencies and virtually no private sector providers own the UBIT trucks.

Further coordination efforts with WSDOT resulted in an initial bridge assessment (frequency of inspection) and associated scope of work and costs to perform both routine and UBIT inspections. Exhibit "A" within Attachment 1 shows the proposed inspections broken down by bridge and inspection type. Concerning the UBIT frequency for the Saltwater State Park Bridge (bi-annual), once the first inspection is conducted, the structure will be reevaluated for frequency and inspection type based on the recent seismic retrofit the City completed. It is also important to note that the inspection frequencies used by KCDOT are similar to those proposed by WSDOT. Proposed estimates by WSDOT for each inspection type are as follows, and include City provided Traffic Control:

Routine Inspection: \$1,000 - \$1,500 EA

UBIT Inspection: \$5,000 - \$6,000 EA

A UBIT inspection by WSDOT will save the City approximately \$10,000 - \$19,000 each inspection, a savings of 60%-70%.

The agreement proposed with WSDOT is for a 10-year period, but the City is not obligated to utilize WSDOT services. The City must request inspections from WSDOT and for any reason, if WSDOT declines the inspection or the City decides to utilize alternative service providers in the best interest of the City, there are no provisions for damage assessments.

Finally, under this agreement, the City may utilize WSDOT bridge inspection services for emergency and/or on-call tasks as requested by the City. If WSDOT declines to perform requested on-call work, On-Call General Engineering Service contracts will be utilized or coordination with KCDOT.

**Alternatives**

City Council could choose to not to approve the Bridge Inspection Agreement with WSDOT. The City would then continue to utilize KCDOT services and not realize any potential program cost savings.

**Financial Impact**

The City's Street Fund covers City bridge inspections which are fully funded for 2017.

**Recommendation**

City staff recommends adoption of the motion.

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<b>Bridge Inspection Agreement</b>	Local Agency and Address Name: City of Des Moines Address: 21630 11 <sup>th</sup> Ave S, Ste. A City, State Zip: Des Moines, WA 98198-6398
Agreement Number GCB 2511	Exhibits A. SCOPE OF WORK; B. COST RATES

This Agreement is made and entered into by and between the Washington State Department of Transportation, hereinafter "WSDOT," and the above named entity, hereinafter "LOCAL AGENCY," collectively "Parties" and individually "Party."

WHEREAS, the LOCAL AGENCY, on a periodic basis, has a need to have certain bridges under its jurisdiction and responsibility regularly inspected, and

WHEREAS, WSDOT has the qualified personnel and equipment and is agreeable to performing the bridge inspection work as mutually agreed upon,

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, and provisions contained herein, and the attached Exhibits A and B, which are by this reference made a part of this Agreement,

IT IS HEREBY AGREED AS FOLLOWS:

### **1. GENERAL TERMS, SCOPE OF WORK, AND TERM**

1.1 This Agreement provides the terms and conditions for WSDOT periodic bridge inspection work to be performed on LOCAL AGENCY-owned bridges at the LOCAL AGENCY's request and expense. The bridges to be inspected are listed in Exhibit A, Scope of Work. Also included in Exhibit A are the estimated hours to complete each type of inspection on each bridge and the next anticipated dates for their inspection.

1.2 The LOCAL AGENCY does not guarantee a minimum number of bridge inspection requests, and WSDOT does not guarantee the acceptance of any LOCAL AGENCY bridge inspection request(s). Should WSDOT decline to perform a requested bridge inspection for any reason, WSDOT shall not be liable for any costs incurred by the LOCAL AGENCY or damages incurred by any third party related to WSDOT's decision not to perform a requested bridge inspection.

1.3 WSDOT, on behalf of the LOCAL AGENCY or in conjunction with the LOCAL AGENCY, may perform bridge inspection work for the LOCAL AGENCY upon request. Bridge inspection requests for bridges not listed in Exhibit A shall be made in writing. Each request shall identify the bridge to be inspected and the type of inspection. WSDOT will respond in writing to the LOCAL AGENCY's request within fifteen (15) calendar days. WSDOT will identify the estimated time for the inspection and the estimated cost. Inspection dates will be mutually agreed upon by the Parties.

1.4 For bridge inspections where WSDOT provides the lead bridge inspector along with WSDOT equipment and an operator, WSDOT shall provide a draft bridge inspection report to the LOCAL AGENCY's Contract Administrator listed below. The LOCAL AGENCY shall have five (5) business days to review and comment upon the draft bridge inspection report prior to a final bridge inspection report being prepared by WSDOT. The final bridge inspection report shall be prepared within ten (10) business days after receipt of the LOCAL AGENCY's comments, if any. Business days for this Agreement are defined as Monday through Friday, excluding Washington State holidays per RCW 1.16.050 and any Party's furlough days.

WSDOT agrees that the LOCAL AGENCY may use its own employee or the employee of another governmental agency to act as lead bridge inspector to work with WSDOT's equipment and operator. Should the LOCAL AGENCY choose to provide its own employee or an employee of another governmental agency to act as lead bridge inspector, the LOCAL AGENCY shall be solely responsible for preparing its own bridge report. The LOCAL AGENCY may not use private consultants as lead bridge inspectors, and in such cases, WSDOT shall not permit the use of its equipment and operators.

Contract Administrator: Andrew Merges, PE  
 Title: Transportation & Engineering Services Manager  
 Email address: amerges@desmoineswa.gov  
 Mailing address: 21650 11<sup>th</sup> Ave S, Ste. A, Des Moines, WA 98198-6317

1.5 Traffic control, if needed, will be provided by the LOCAL AGENCY at its sole cost. Traffic control costs are not included in the WSDOT cost rates.

1.6 Term: This Agreement shall remain in effect for ten (10) years from the date of execution, at which time this Agreement shall automatically terminate, unless extended by written amendment according to the conditions in Section 3, Amendment, below.

## **2. BILLING AND PAYMENT**

2.1 The LOCAL AGENCY agrees to reimburse WSDOT for actual direct and related indirect costs to perform the bridge inspection work as requested by the LOCAL AGENCY at the then current WSDOT cost rate. Upon completion of the work, WSDOT shall submit a detailed invoice, identifying the bridge(s) inspected, the inspection hours worked, the type of inspection, the rates to be applied, and the total amount due.

2.2 WSDOT's current billing rates are shown in Exhibit B, Cost Rates. It is anticipated that these rates will increase over the life of the Agreement, and the LOCAL AGENCY acknowledges and agrees that WSDOT shall bill its current rates at the time the bridge inspection work is performed.

2.3 The WSDOT may submit invoices at any time, but not more frequently than once per month. WSDOT shall send appropriately documented invoices for work completed to the following address:

City of Des Moines  
 Andrew Merges, PE  
 21630 11<sup>th</sup> Ave S., Ste. A  
 Des Moines, WA 98198

2.4 The LOCAL AGENCY agrees to reimburse WSDOT within thirty (30) calendar days from receipt of an adequately documented invoice. The LOCAL AGENCY shall remit all payments to the following address:

Washington State Department of Transportation  
 CASHIER  
 P.O. BOX 47305  
 OLYMPIA, WA 98504-7305

2.5 The maximum amount payable by LOCAL AGENCY to reimburse WSDOT for all work performed during the term of this Agreement shall not exceed Sixty-Seven Thousand Dollars (\$67,000.00), unless this Agreement is amended per Section 3, Amendment.

### **3. AMENDMENT**

3.1 The Parties may mutually amend this Agreement at any time. The amendments shall not be binding unless they are made in writing and signed by personnel authorized to bind each Party, prior to performing any of the bridge inspection work that would be covered by the amendment.

### **4. TERMINATION**

4.1 Either Party may terminate this Agreement upon thirty (30) calendar days prior written notice to the other Party. If this Agreement is so terminated, the Parties shall be liable only for the performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination, including all non cancellable obligations.

### **5. LEGAL RELATIONS**

5.1 WSDOT's relation to the LOCAL AGENCY shall be at all times as an independent contractor. Further, WSDOT shall perform the work as provided under this Agreement solely for the benefit of the LOCAL AGENCY and not for any third party.

## **6. INDEMNIFICATION**

6.1 The Parties shall protect, defend, indemnify, and hold harmless each other and their employees and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend, or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the negligence of the other Party; provided that, if such claims, suits, or actions result from the concurrent negligence of (a) the WSDOT, its employees and/or authorized agents and (b) the LOCAL AGENCY, its employees or authorized agents, or involves those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of each Party, its employees and/or authorized agents.

6.2 The terms of this Section shall survive termination of this Agreement.

## **7. DISPUTE RESOLUTION**

7.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the LOCAL AGENCY shall each appoint a member to a disputes board. These two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. Each Party shall be responsible for its own costs and fees and agree to equally share in the cost of the third disputes board member.

## **8. VENUE AND ATTORNEYS FEES**

8.1 In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any action or proceeding shall be brought in a court of competent jurisdiction situated in Thurston County, Washington. Further, the Parties agree that each shall be solely responsible for payment of its own attorneys fees, witness fees, and costs.

## **9. RIGHT OF ENTRY**

9.1 The LOCAL AGENCY hereby grants to the WSDOT a right of entry upon all land in which the LOCAL AGENCY has interest, within or adjacent to the right of way of the bridge to be inspected for the purpose of accomplishing the work described in this Agreement. Such right of entry shall commence upon execution of this Agreement and shall continue until termination of this Agreement under any applicable provision.

**10. SEVERABILITY**

10.1 If any terms or provisions of this Agreement are determined to be invalid, such invalid term or provision shall not affect or impair the remainder of the Agreement, but such remainder shall remain in full force and effect to the same extent as though the invalid term or provisions were not contained in the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date signed last by the Parties below.

WASHINGTON STATE  
DEPARTMENT OF TRANSPORTATION

CITY OF DES MOINES

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

**Harvey L. Coffman**  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Print Name

**Bridge Preservation Engineer**  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Approved as to Form by:

\_\_\_\_\_/s/\_\_\_\_\_  
Signature Date

**Ann E. Salay**  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Assistant Attorney General

Exhibit 'A' Scope of Work GCB 2511 City of Des Moines (103116)

Id	Brg No.	Bridge Name	Insp.	Freq.	Rate	Last	Next	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	
000000JE	3139	SALTWATER STATE PARK	3MNU	24	\$890	5/1/2015	5/1/2017	5 hrs. \$4,918.14											
08535600	3142	NORTH TWIN	3MNU	72	\$890	8/1/2012	8/1/2018	5 hrs. \$4,918.14											
08535600	3142	NORTH TWIN	RTN	24	\$522	8/1/2016	8/1/2018	2 hrs. \$1,153.83											
08264500	3143	SOUTH TWIN	3MNU	72	\$890	8/1/2012	8/1/2018	5 hrs. \$4,918.14											
08264500	3143	SOUTH TWIN	RTN	24	\$522	8/1/2016	8/1/2018	2 hrs. \$1,153.83											
<b>Column Total</b>								<b>\$4,918.14</b>	<b>\$12,143.94</b>	<b>\$4,918.14</b>	<b>\$2,307.66</b>	<b>\$4,918.14</b>	<b>\$2,307.66</b>	<b>\$4,918.14</b>	<b>\$12,143.94</b>	<b>\$4,918.14</b>	<b>\$2,307.66</b>	<b>\$4,918.14</b>	
<b>Progressive Total</b>								<b>\$4,918.14</b>	<b>\$17,062.08</b>	<b>\$21,980.22</b>	<b>\$24,287.88</b>	<b>\$29,206.02</b>	<b>\$31,513.68</b>	<b>\$36,431.82</b>	<b>\$48,575.76</b>	<b>\$53,493.90</b>	<b>\$55,801.56</b>	<b>\$60,719.70</b>	<b>\$60,719.70</b>

Total Hours: 70.00 hrs. Total Cost: \$60,719.70

\*\*\* All projected values, where there is no OH Rate defined, are based upon the latest OH Rate \*\*\*  
Current OH Rate : 10.52%

\*\* Total Cost Includes \$1200 Cost Per Dive Inspection Report

- Denotes Inspection is Cancelled
- Denotes Inspection is Complete
- Denotes Estimated Future Inspection

Exhibit 'B'  
Bridge Inspection Cost Rate Summary

TYPE OF INSPECTION	Regular Hourly Cost Rate	Overtime Hourly Cost Rate
UBIT INSPECTION 1 Bucket Operator & 1 UBIT Driver Excludes Lead Inspector NO PER DIEM & LODGING/DAY TRIP	\$588.00	\$620.00
UBIT INSPECTION 1 Bucket Operator & 1 UBIT Driver Excludes Lead Inspector REGULAR COST PER DIEM & LODGING	\$615.00	\$647.00
UBIT INSPECTION 1 Bucket Operator & 1 UBIT Driver Excludes Lead Inspector MEDIUM COST PER DIEM & LODGING	\$620.00	\$652.00
UBIT INSPECTION 1 Bucket Operator & 1 UBIT Driver Excludes Lead Inspector HIGH COST PER DIEM & LODGING	\$634.00	\$666.00
UBIT INSPECTION 1 Lead Inspector, 1 Co-Inspector & 1 UBIT Driver NO PER DIEM & LODGING/DAY TRIP	\$821.00	\$873.00
UBIT INSPECTION 1 Lead Inspector, 1 Co-Inspector & 1 UBIT Driver REGULAR COST PER DIEM & LODGING	\$863.00	\$915.00
UBIT INSPECTION 1 Lead Inspector, 1 Co-Inspector & 1 UBIT Driver MEDIUM COST PER DIEM & LODGING	\$870.00	\$922.00
UBIT INSPECTION 1 Lead Inspector, 1 Co-Inspector & 1 UBIT Driver HIGH COST PER DIEM & LODGING	\$890.00	\$942.00
ROUTINE INSPECTION DECK/TUNNEL/FERRY TERMINALS 1 Lead Inspector & 1 Co Inspector NO PER DIEM & LODGING/DAY TRIP	\$476.00	\$512.00
ROUTINE INSPECTION DECK/TUNNEL/FERRY TERMINALS 1 Lead Inspector & 1 Co Inspector REGULAR COST PER DIEM & LODGING	\$504.00	\$540.00
ROUTINE INSPECTION DECK/TUNNEL/FERRY TERMINALS 1 Lead Inspector & 1 Co Inspector MEDIUM COST PER DIEM & LODGING	\$509.00	\$545.00
ROUTINE INSPECTION DECK/TUNNEL/FERRY TERMINALS 1 Lead Inspector & 1 Co Inspector HIGH COST PER DIEM & LODGING	\$522.00	\$558.00

## Notes:

Fiscal Year 2017 Federal Indirect Cost Rate of 10.52% will be added to Invoices

Hourly Cost Rates Includes the bridge inspection report

Hourly Cost Rates Do Not Include Traffic Control

**COST RECOVERY BILLING SUMMARY**  
**BPO Underwater Bridge Inspection Program**  
 Based on hours on site plus flat rate for report  
 Rates effective 7/1/2014

**Cost Per Dive Inspection Hour (on-site hours)**

\$1,420	4-man dive team (most State and all WSF structures)
\$1,065	3-man dive team (For most Local Agency Bridges)

**Cost Per Dive Inspection Report**

\$1,800	State Bridges
\$2,400	WSF Ferry Terminals
\$1,200	LA and Others

**Notes:**

Fiscal Year 2017 Federal Indirect Cost Rate of 10.52% will be added to invoices

# A G E N D A I T E M

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

**SUBJECT:**

City of Des Moines Bridge Maintenance  
Agreement with the Washington State Department  
of Transportation

**ATTACHMENTS:**

1. Maintenance Agreement JC8530

FOR AGENDA OF: February 16, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: February 1, 2017

**CLEARANCES:**

- Community Development N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Public Works RLK

CHIEF OPERATIONS OFFICER: DSS

- Legal SG
- Finance DM
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this agenda item is for City Council to approve an agreement (Attachment 1) with the Washington State Department of Transportation (WSDOT) to provide bridge joint repair construction services for the South Twin Bridge. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion 1:** “I move to approve the Maintenance Agreement (JC8530) with the Washington State Department of Transportation to provide bridge joint repair construction services for the South Twin Bridge, and further authorize the City Manager to sign said Agreement substantially in the form as submitted.”

### **Background**

The City of Des Moines performs bridge inspections for the South Twin Bridge that help identify any deficiencies that require attention. One identified deficiency that has required ongoing public works pavement replacement efforts is the existing bridge joint headers. Over time the asphalt pavement and silicone sealant between the headers buckles, resulting in potholes.

In 2016, the City retained Exeltech Consulting to analyze the South Twin Bridge joint header failure and provide design recommendations. It was noted that the existing joint is considered a Small Movement Range expansion joint (less than 1.75”), but given the bridge configuration, a Medium Movement Range expansion joint is required (1.75” to 5”) per Washington State Department of Transportation (WSDOT) Bridge Design Manual.

Also in 2016, the City solicited for construction bids to make the repair to the headers, but the proposals exceeded the project budget. All bid were ultimately rejected.

- SB Structures LLC - \$94,858.00
- Quigg Bros. Inc. - \$91,400.00
- Combined Construction - \$70,690.00
- Engineers Estimate - \$35,000 - \$45,000

### **Discussion**

Following the rejection of previous bid for the South Twin Bridge joint repair, City staff began outreach efforts to try and understand why the bids were higher than expected as well as seek opportunities for inter-local agreements with various agencies who perform this type of work. The King County Department of Transportation (KCDOT) and WSDOT are the two agencies who complete routine bridge maintenance tasks. KCDOT indicated that they are scaling back services provided to local agencies due to budget constraints and would not be able to assist the City. WSDOT indicated that they do perform this work and would be willing to assist the City.

WSDOT provided the City with a scope and cost proposal to replace the existing joint headers with a WSDOT standard type appropriate for this structure. The estimated cost from WSDOT, including traffic control is \$29,611.68, significantly less (58% - 69%) than the previous bids that were received.

### **Alternatives**

City Council could choose not to approve the Maintenance Agreement with WSDOT. The City would then continue to expend roadway maintenance resources to patch potholes. Additionally, there may be long term bridge joint damage if the headers are not replaced to allow movement range required by the structure type.

### **Financial Impact**

The City’s Street Fund cover this bridge joint maintenance work, under bridge inspections, which is fully funded for 2017.

### **Recommendation**

City staff recommends adoption of the motion.



<p><b>Maintenance Agreement</b></p> <p><b>Work by WSDOT for Other State, Federal, and Local Governmental Agencies (Total Cost of Agreement May Not Exceed \$50,000 Per Year)</b></p>	Agency and Billing Address	Agreement Number JC8530
	City of Des Moines	
	21630 11th AVE S, Suite A Des Moines , WA 98198	
	Contact Name/Phone #	Andrew Merges P.E. (206) 870-6568
	Federal Tax ID #	916016496
<b>Estimated Costs</b>		
29,611.68		
<p>Description of Work</p> <p>South Twin Bridge Joint repair. Remove 24 lineal feet of steel armoring, cut in new 10" joint headers, patch new joint headers with Quick bond and seal joint with Silicoflex SF300. Provide Traffic control/Detour per attached plan or Approved WSDOT plan. Provide services for a mutually Agreed to ( Friday to Monday full road closure.)</p>		

This Agreement is made and entered into by and between the Washington State Department of Transportation, hereinafter the "WSDOT," and the above named governmental agency, hereinafter the "AGENCY,"

WHEREAS, the AGENCY has requested and the WSDOT has agreed to perform certain work as described above,

NOW THEREFORE, pursuant to chapter 39.34 RCW, IT IS HEREBY AGREED AS FOLLOWS:

**1. GENERAL**

- 1.1 The WSDOT agrees to perform the above described work, using state labor, equipment and materials, as requested by the AGENCY.
- 1.2 The AGENCY agrees, in consideration of the faithful performance of the above described work to be done by the WSDOT, to reimburse the WSDOT for the actual direct and related indirect costs of the work. Administrative Charges at current rate are considered part of indirect costs.

**2. PAYMENT**

- 2.1 The estimated cost of the work is stated above. The AGENCY agrees to set aside funds for payment to the WSDOT in this amount.

- 2.2 The AGENCY agrees to pay the WSDOT for the work done within thirty (30) days from receipt of a WSDOT invoice, which shall include documentation supporting the work done.
- 2.3 If the AGENCY is a county or city, the AGENCY agrees that if it does not make payment as provided under the terms of this Agreement, the AGENCY authorizes the WSDOT to withhold and use as payment Motor Vehicle Fund monies credited or to be credited to the AGENCY.
- 2.4 The AGENCY agrees further that if payment is not made to the WSDOT within thirty (30) days from receipt of WSDOT's invoice, the WSDOT may charge late fees and/or interest in accordance with Washington State Law.

**3. INCREASE IN COST**

3.1 The parties agree that the estimated cost of the work may be exceeded by up to 25%. In the event of such increased costs the parties agree to modify the estimated cost of work by written amendment, signed by both parties. WSDOT shall notify the AGENCY of increased costs as they become known.

**4. RIGHT OF ENTRY**

4.1 The AGENCY grants to the WSDOT a right of entry upon all land in which the AGENCY has interest for the purpose of accomplishing the work described above.

**5. TERMINATION CLAUSE**  
**(Check the Appropriate Box Below)**

- 5.1 This Agreement will automatically terminate five (5) years after date of execution. This Agreement may be terminated by either party upon thirty (30) days advanced written notice to the other party. In the event of termination, payment will be made by the AGENCY for work completed by the WSDOT as of the effective date of termination.
- 5.2 This Agreement will terminate upon completion of the work described herein.

**6. DISPUTES AND VENUE**

6.1 In the event that a dispute arises under this Agreement, it shall be resolved as follows: The WSDOT's Secretary of Transportation or designee and the AGENCY's head or designee shall review the applicable facts, contract terms, statutes and rules affecting the dispute to resolve the matter. If the parties cannot reach a resolution, the parties agree that any legal action to enforce any right or obligation under this Agreement may only be brought in Thurston County Superior Court. The venue specified in this section shall not apply to any federal agency that is a party to this Agreement.

**7. MODIFICATION**

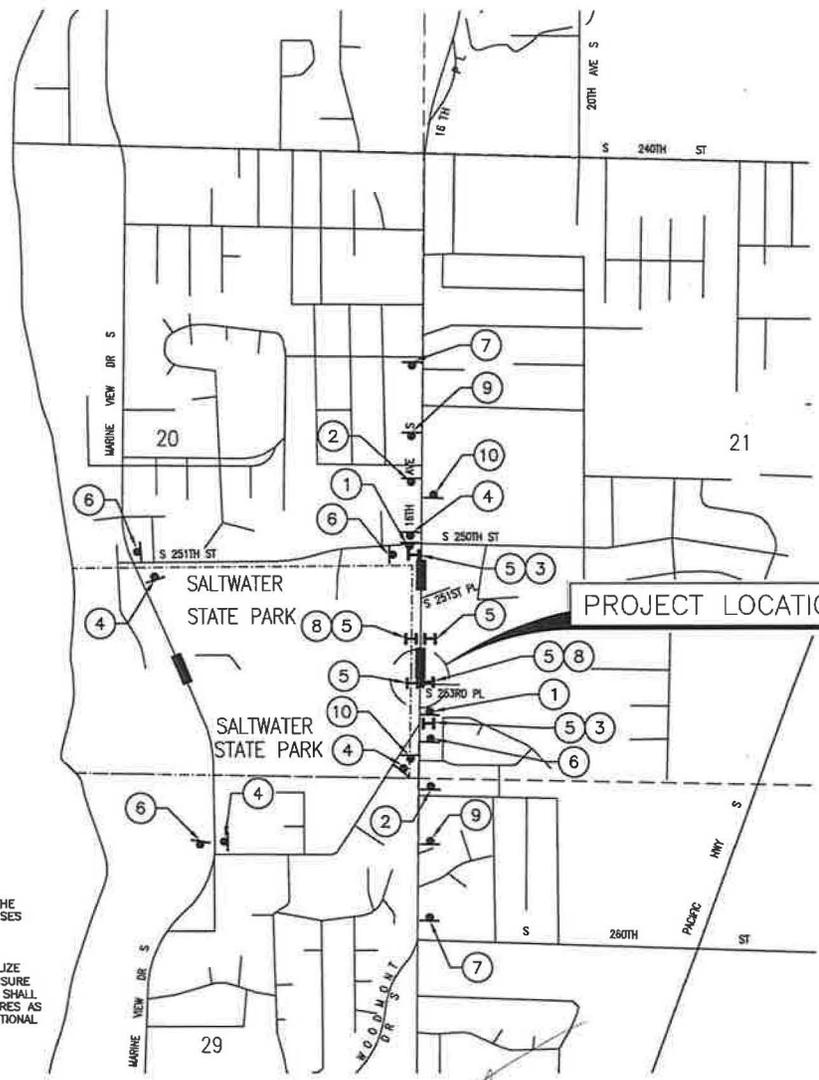
7.1 This Agreement may be amended by the mutual agreement of the parties. Such amendments or modification shall not be binding unless they are in writing and signed by persons authorized to bind each party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year last written below.

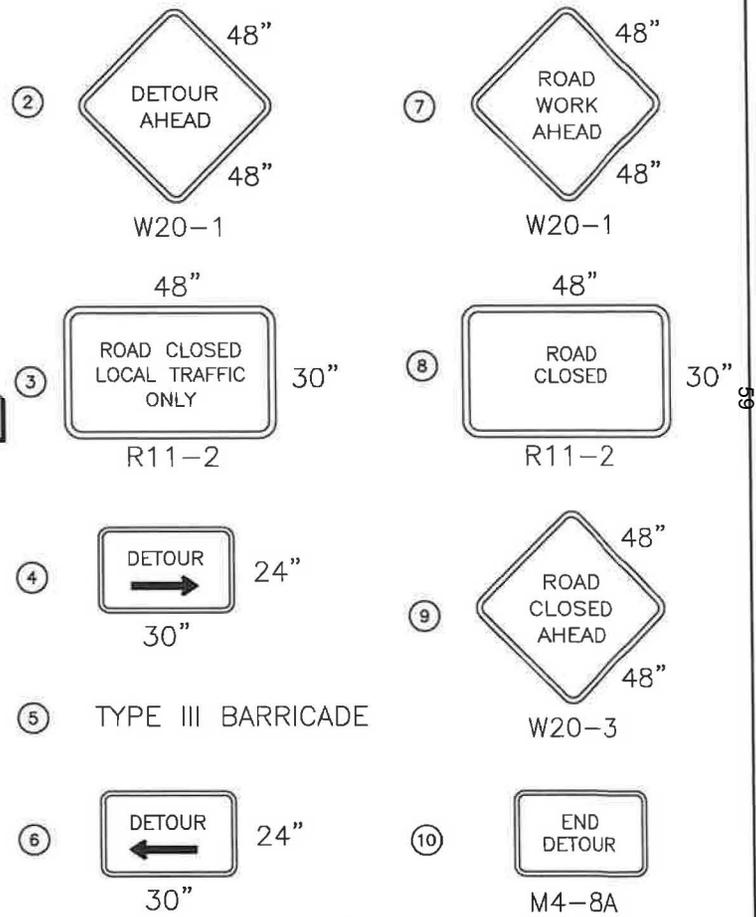
<b>REQUESTING AGENCY</b>	<b>WASHINGTON STATE DEPARTMENT OF TRANSPORTATION</b>
By:	By: <i>Christopher J. Keegan</i>
Printed:	Printed: CHRISTOPHER J. KEEGAN, P.E.
Title:	Title: Olympic Region Operations Engineer
Date:	Date: December 28, 2016



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① PORTABLE MESSAGE SIGNS (PCMS) TO BE PLACED FOR (2) WEEKS PRIOR TO START OF CONSTRUCTION. "16TH AVE S" "ROAD CLOSURE" "XX TO XX"



**GENERAL NOTES**

1. ALL SIGNS SHALL MEET REQUIREMENTS OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
2. THIS PLAN DEMONSTRATES MINIMUM DETOUR REQUIREMENTS. THE CONTRACTOR SHALL UTILIZE TRAFFIC CONTROL SUPERVISION (TCS) TO ENSURE COMPLIANCE WITH MUTCD. THE CONTRACTOR SHALL UTILIZE ADDITIONAL TRAFFIC CONTROL MEASURES AS NEEDED AND IDENTIFIED BY TCS AT NO ADDITIONAL EXPENSE.

P:\2016\1001 Ave Johna 2016-2017 Engineering 01-Civil-0001\Drawings\Traffic Control\16-11-16\_216pne.psd(1).200

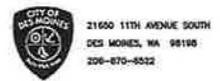
NO.	DATE	REVISION	BY	APPROVED

DESIGNED: RHN DATE: 06/11/2016  
 DRAWN: PHD DATE: 06/11/2016  
 CHECKED: RHN DATE: 08/11/2016

NOTE:  
 SCALES SHOWN ARE FOR  
 22x34 INCH PRINT ONLY.



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 Lacey, WA 98516 www.esatech.com



**SOUTH TWIN BRIDGE  
 JOINT REPAIR**

**TRAFFIC CONTROL**

PROJECT NO.  
**1604**  
 SHEET NO.  
 SHEET 1 OF 2

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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: Marina Pay Parking

FOR AGENDA OF: February 16, 2017

DEPT. OF ORIGIN: Legal

ATTACHMENTS:

1. Draft Ordinance No. 16-165

DATE SUBMITTED: February 8, 2017

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *DSB*

- Legal *TG*
- Finance
- Courts
- Police

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

### **Purpose and Recommendation**

The purpose of this agenda item is for City Council to consider Draft Ordinance 16-165, establishing the City Manager's authority to set parking rates in the Marina, defining prohibiting acts related to pay parking, and updating the Des Moines Marina parking code to allow for pay parking.

### **Suggested Motion**

**Motion 1:** "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 16-165 on first reading."

**Motion 2:** "I move to enact Draft Ordinance No. 16-165, amending chapter 15.12 DMMC establishing the City Manager's authority to set parking rates in the Marina, defining prohibiting acts, and updating the Marina parking code to allow for pay parking."

**Background**

The City of Des Moines is implementing pay parking on the Marina floor and Beach Park in order to increase security and to create a revenue stream that can finance future capital improvement projects. City staff has prepared an operations plan in order to effectively install and operate the pay parking system on the Marina floor and Beach Park. In order to implement the pay parking operation, certain code amendments need to be made.

**Discussion**

Draft Ordinance No. 16-165 addresses the following issues for pay parking:

Rates: The Ordinance authorizes the City Manager to set the daily and annual rates for Marina parking.

Prohibited Acts: The Ordinance defines a number of prohibited acts that may occur as a result of installation of the pay parking system. These actions relate to damaging City equipment or manipulating the system in some way to avoid payment.

Clarification of Exemptions: Certain users of the Marina are exempt from the parking lot closure. The Draft Ordinance updates the exemptions to reflect current practice as well as eliminates the physically disabled placard exemption.

Miscellaneous Updates: Additional amendments include clarifying that the penalty for Motor Vehicle Trespass is set by the state in the Statewide Bail Schedule and updating the penalty for other infractions to reflect actual costs. (Currently = \$25. Proposed = \$125).

**Alternatives**

To not enact Draft Ordinance No. 16-165 or provide amendments.

**Financial Impact**

The staff's estimate for net revenues from pay parking in the Marina and Beach Park this year is about \$50,000 which will add to the Waterfront Zone ending fund balance. Since pay parking is a new program it is difficult to determine the revenues and expenses for this year, but the staff feels that their estimates are conservative.

**Recommendation**

The staff recommends that the Council enact Draft Ordinance No. 16-165 on the first reading.

**CITY ATTORNEY'S FIRST DRAFT 10/17/2016****DRAFT ORDINANCE NO. 16-165**

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON** relating to Marina parking, adding and codifying new sections to chapter 15.12 DMMC setting parking lot rates and prohibiting acts in the Marina, and amending DMMC 15.12.010-050.

**WHEREAS**, the City of Des Moines is implementing pay parking on the Marina floor and Beach Park in order to increase security and to create a revenue stream that can finance future capital improvement projects, and

**WHEREAS**, City staff has prepared an operations plan in order to effectively install and operate the pay parking system on the Marina floor and Beach Park, and

**WHEREAS**, in order to implement the pay parking operation, certain code amendments need to be made, and

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

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

**NEW SECTION. Sec. 1.** A new section is added to chapter 15.12 DMMC to read as follows:

**Rates.** The City Manager is authorized to set the rates for parking in the Marina. Customers are charged the rates in effect at the time and date of entry into the Marina. Charges are calculated from the time of entry until the time of payment. Varying rate structures may be applicable. The City Manager is authorized to set annual fees for the issuance of annual parking passes.

**NEW SECTION. Sec. 2.** A new section is added to chapter 15.12 DMMC to read as follows:

**Prohibited acts.** The following acts shall be prohibited in the Marina:

Ordinance No. \_\_\_\_  
Page 2 of 5

(1) No person shall deface, injure, tamper with, open, or willfully break, destroy, or impair the usefulness of any parking payment center, ticket device, or gate.

(2) No person shall enter the paid parking area with a vehicle without either using an access device or obtaining an entry ticket, nor shall any person exit the paid parking area with a vehicle without paying the rate owed.

(3) No person shall use any other ticket to exit the paid parking area other than the ticket they obtained for entry.

(4) No person shall allow the unauthorized use of a parking pass or access device including but not limited to allowing the use of the pass or access device for an unauthorized vehicle or individual or lending or selling the pass or access device to another.

**Sec. 3.** DMMC 15.12.010 and section 1 of Ordinance No. 591 as amended by section 1 of Ordinance No. 1565 are amended to read as follows:

**Marina parking lots - Closure.** The eCity Manager or the City Manager's designee is directed to close the marina parking lots to all vehicular traffic (with certain exceptions specified in this chapter) during such hours as are set by resolution of the eCity eCouncil, and post such restriction at such locations and in such a manner which reasonably informs the public.

**Sec. 4.** DMMC 15.12.020 and section 2 of Ordinance No. 591 as amended by section 2 of Ordinance No. 1565 are amended to read as follows:

**Motor vehicle trespass designated.** The operator of a motor vehicle who enters a parking lot at the marina between the hours set by the eCity eCouncil and posted as provided in DMMC 15.12.010, or whose vehicle is found in a marina parking lot during such hours, commits the traffic infraction of motor vehicle trespass. The penalty for a violation of

Ordinance No. \_\_\_\_\_  
Page 3 of 5

or failure to comply with this section is set according to the Washington Statewide Bail Schedule.

**Sec. 5.** DMMC 15.12.040 and section 5 of Ordinance No. 591 as amended by section 1 of Ordinance No. 1018 as amended by section 3 of Ordinance No. 1565 are amended to read as follows:

**Exemptions.** The following are exempt from the provisions of ~~this chapter~~ DMMC 15.12.010 and DMMC 15.12.020:

(1) Residents and guests of residents whose real property parking is contiguous to a marina parking lot; except that this exemption is limited to transit through the parking lots. Persons in this category who park in a marina parking lot shall forfeit the exempt status.

(2) Users of the marina who have legitimate reasons to park in a marina parking lot in connection with boating or fishing activities; including, but not limited to, marina tenants/liveaboards, occupants of guest moorage, persons actively using the public fishing pier for fishing, and individuals displaying a valid parking pass issued pursuant to Rule 10.0 of the Marina Rules and Regulations. ~~persons who have launched vessels, and persons who are loading or unloading vessels.~~ This exemption is limited to vehicles that have conspicuously displayed on the vehicle either a parking pass issued by the hHarbormaster. ~~or a current launching ticket.~~ A decision of the hHarbormaster denying a parking pass may be appealed to the eCity mManager and the hHearing eExaminer in accordance with rules and regulations for the marina.

~~(3) Vehicles displaying a card, decal, or special license plate issued by the Washington State Department of Licensing pursuant to RCW 46.19.010 or another jurisdiction pursuant to RCW 46.19.070, both as presently constituted or as may be~~

Ordinance No. \_\_\_\_\_  
Page 4 of 5

~~subsequently amended, that indicates an occupant of the vehicle is physically disabled.~~

(43) Official federal, state, or local law enforcement, fire protection, or medical vehicles while in performance of official duties.

(54) Vehicles of users of the marina for eCity-approved special events during the hours of the event.

(65) Vehicles of patrons and employees of a marina restaurant or business during the hours of operation of the restaurant or business.

**Sec. 6.** DMMC 15.12.050 and section 4 of Ordinance No. 591 as amended by section 57 of Ordinance No. 1009 are amended to read as follows:

**Violation - Penalty.**

(1) No person shall violate or fail to comply with this chapter.

(2) Unless specifically noted, Aa violation of or failure to comply with this section is a class 52 civil infraction.

**NEW SECTION. Sec. 7. Codification.** Section 1 and 2 of this Ordinance shall be codified as new sections in chapter 15.12 DMMC entitled "Marina Parking Lot Rates" and "Prohibited Acts."

**NEW SECTION. Sec. 8. Severability - Construction.**

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

Ordinance No. \_\_\_\_\_  
Page 5 of 5

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

**NEW SECTION. Sec. 9. Effective date.** This Ordinance shall take effect and be in full force thirty (30) days after its final passage by the Des Moines City Council in accordance to law.

**PASSED BY** the City Council of the City of Des Moines this \_\_\_\_\_ day of \_\_\_\_\_, 2017 and signed in authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

Published: \_\_\_\_\_

Effective Date:

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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: Barnes Creek Trail 2016-2017 On-Call General Engineering Services, KPG Inc. 85% Design and NEPA Permitting Task Assignment

**ATTACHMENTS:**

1. KPG Inc. 2016-2017 On-Call Formal Task Assignment 2016-05
2. CIP Project Budget Worksheet

FOR AGENDA OF: February 16, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: February 1, 2017

**CLEARANCES:**

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

CHIEF OPERATIONS OFFICER: DSB

- Legal TG
- Finance pm
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this agenda item is for City Council to approve 2016-2017 On-Call Task Assignment 2016-05 with KPG Inc. (Attachment 1) to provide 85% engineering and NEPA permitting services for the Barnes Creek Trail Project. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion 1:** “I move to approve 2016-2017 On-Call General Engineering Services Task Assignment 2016-05 with KPG Inc. to provide engineering and permitting services for the Barnes Creek Trail project in the amount of \$298,525.41, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.”

## **Background**

The Barnes Creek Trail will ultimately provide a connection from the Regional Lake to Sound Trail, via the Des Moines Creek Trail, to Highline College. This project will develop a multiuse, ADA compliant pedestrian and bike facility from South 216<sup>th</sup> Street to Highline College.

In 2013, the City was awarded a Federal Highways Administration (FHWA) CMAQ grant in the amount of \$378,005 for Preliminary Engineering (PE) for the entire trail. In June, the City entered into a Local Agency Agreement with the Washington State Department of Transportation (WSDOT) to obligate the federal funds. Previous and current task assignments for this project under the FHWA CMAQ grant include the following:

- 60% Project Plans, Specifications, and Estimate (PS&E).
- Determination of trail alignments for (3) distinct project segments:
  - North Segment – S 216<sup>th</sup> Street to S 223<sup>rd</sup> Street.
  - Central Segment – S 223<sup>rd</sup> Street to Intersection of KDM/16<sup>th</sup> Ave S.
  - South Segment – Intersection of KDM/16<sup>th</sup> Ave S to Highline College.
- Execution of trail easement with WSDOT located within the Historic 509 corridor between S 220<sup>th</sup> Street and Kent Des Moines Road.
- Geotechnical investigation.
- Project design and urban design documentation.
- Preliminary environmental review for National Environmental Policy Act (NEPA) scoping.

## **Discussion**

This Task Assignment with KPG will focus on 85% PS&E and NEPA permitting to conclude the Preliminary Engineering phase (PE) of the project and allow advancement into the Right-of-Way (ROW) acquisition phase. With WSDOT approval of PE and NEPA, advancing from PE to ROW will ultimately satisfy current FHWA CMAQ PE grant obligations. While PE grant obligations will be achieved, WSDOT administration of FHWA funds under the current Local Agency Agreement (LAA) obligates the City to program future phases. In this case, ROW and Construction (CN) phases will be required within the State Transportation Improvement Plan (STIP) in order to demonstrate construction and ultimately the completion of the project. Specific LAA provisions for this project obligates the City to undertake ROW acquisition or actual construction of the facility, or portion of, by the closing of the tenth fiscal year (June 30, 2023) following the fiscal year in which the agreement was executed (2013).

Specific task assignment objectives include:

- Complete NEPA documentation as required by current grant funds for the entire corridor. It is assumed that the appropriate level of documentation will be a Documented Categorical Exclusion (DCE).
- Development of PS&E to the 85% design level for the entire trail corridor.
- Prepare preliminary Joint Aquatic Resource Permit Application (JARPA) and conceptual wetland mitigation plans to define project wetland and stream impact mitigation requirements in coordination with the Washington State Department of Ecology (DOE), Washington State Department of Fish and Wildlife (WSDFW), Army Corps of Engineers (Corps), and City SEPA review.

This task assignment does not provide for review and approvals for JARPA, Hydraulic Permit Approval (HPA), SEPA, or Corps Individual or Nationwide permits. As each project segment advances into Construction, remaining permit needs will be addressed.

### **Alternatives**

#### *Alternative 1: No Task Assignment Authorization*

The City Council could elect not to continue with the Barnes Creek Trail design and NEPA permitting efforts. As a result, the City would not be able to meet FHWA grant or LAA obligations and would be required to repay entire amount of grant expended to date (YTD Approx. \$335,000). The budgeted amount in REET shown for the effort in the CIP Project Budget Worksheet (Attachment 2) to obtain permitting and bring the project to 85% design could be used to help repay the previous expenditures.

The construction of this project will take many years to complete and will require several funding partners. The City has been working with potential funding partners to help facilitate the completion of this trail. For example:

- Staff has worked diligently with Sound Transit to include funding for local connections as part of the recent voter approved ST 3, which could provide for pedestrian and bicycle access to the Highline Station via the Barnes Creek trail (and other local connections).
- Staff has worked with representatives from Highline College regarding local connections, and the Barnes Creek trail was identified and included as part of their Campus Master Plan that the City Council approved with the adoption of Resolution 1353 on January 12, 2017.
- Last November voters approved a Bond measure for the Highline School District that includes construction of Des Moines Elementary at the Zenith site, adjacent to the Barnes Creek Trail on 16 Avenue South. The school district will certainly be a funding partner on this part of the trail, which they will construct as part of their required frontage improvements in the 2018-2019 timeframe.
- The Boy Scouts will also be constructing a nature trail along a portion of the trail alignment.

Staff will continue to seek grants and other potential funding sources for construction of the trail. Moving forward with the task order will help facilitate project readiness and position the project for additional Federal and State grant funds in the near future.

### **Financial Impact**

The City's CIP Budget Worksheet includes revenues to achieve funding for this Task Assignment (Attachment 2). The City is also making a long-term commitment to construct the multiuse trail as designed by beginning construction no later than June 30, 2023, which can occur in phases.

### **Recommendation**

Staff recommends adoption of the motion.

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### Formal Task Assignment Document

Task Number 2016-05

The general provisions and clauses of Agreement 2016-2017 On-Call General Civil Engineering Services shall be in full force and effect for this Task Assignment

Location of Project: Barnes Creek Trail (S 216<sup>th</sup> Street to S 240<sup>th</sup> Street/20<sup>th</sup> Avenue S)

Project Title: Barnes Creek Trail

Maximum Amount Payable Per Task Assignment: \$298,525.41

Completion Date: December 31, 2018

**Description of Work:**

This task assignment provides final design and NEPA documentation to meet CMAQ grant requirements for the Barnes Creek Trail from S 216<sup>th</sup> Street to Highline College at the intersection of S 240<sup>th</sup> Street and 20<sup>th</sup> Avenue S.

Through previous authorization 2014-03, a preferred route has been selected and 60% Plans are in process. The goal of this authorization is to:

- Complete NEPA Documentation and obtain FHWA / WSDOT approvals as required by current grant funds for entire corridor;
- Develop Plans, Specifications, and Estimates to the 85% design level for the entire trail corridor as required by current grant fund requirements;
- Develop preliminary JARPA package and conceptual mitigation plan to define project wetland and stream impact framework in coordination with the Washington Department of Ecology, Army Corps of Engineers, and Washington Department of Fish and Wildlife.

**Attachments:**

- Exhibit A – Scope of Work
- Exhibit B – Estimated Budget

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

Oral Authorization Date: \_\_\_\_\_ Date: \_\_\_\_\_

Consultant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

**EXHIBIT A****City of Des Moines  
Barnes Creek Trail  
Task Assignment 2016-005  
NEPA Documentation and Final Design****KPG  
Scope of Work  
January 10, 2017****Purpose**

This task assignment provides final design and NEPA documentation to meet CMAQ grant requirements for the Barnes Creek Trail from S 216<sup>th</sup> Street to Highline College at the intersection of S 240<sup>th</sup> Street and 20<sup>th</sup> Avenue S. From S 216<sup>th</sup> Street to S 220<sup>th</sup> Street, the City has secured property rights for the extension of 16<sup>th</sup> Ave S / 18<sup>th</sup> Ave S and the trail within the historic SR 509 right of way and has obtained trail easement rights within the historic SR 509 right of way between S 220<sup>th</sup> Street and Kent Des Moines Road. The trail will lie within this easement area that has been negotiated between the City and WSDOT. The trail extending from Kent Des Moines Road to Highline Community College is anticipated to follow City Streets.

Through previous authorization 2014-03, a preferred route has been selected and 60% Plans are in process. The goal of this authorization is to:

- Complete NEPA Documentation and obtain FHWA / WSDOT approvals as required by current grant funds for entire corridor;
- Develop Plans, Specifications, and Estimates to the 85% design level for the entire trail corridor as required by current grant fund requirements;
- Develop preliminary JARPA package and conceptual mitigation plan to define project wetland and stream impact framework in coordination with the Washington Department of Ecology, Army Corps of Engineers, and Washington Department of Fish and Wildlife.

## **Task 1                      Project Management/Coordination/Administration**

- 1.1 Provide project management administrative services including:
- ◆ Project set-up and execute agreement
  - ◆ Execution of subconsultant agreements
  - ◆ Preparation of monthly progress reports and invoices (estimate 8 months)
  - ◆ Record keeping and project closeout
- 1.2 Provide overall project management including:
- ◆ Project staff management and coordination
  - ◆ Subconsultant management and coordination
  - ◆ Prepare and update project schedule
  - ◆ Schedule and budget monitoring
- 1.3 Provide QA / QC reviews by senior staff of all major deliverables prior to submittal to the City.

### Deliverables

- ◆ Project Schedule and necessary updates in Microsoft Project
- ◆ Monthly progress reports and invoicing
- ◆ Bi-weekly team meeting via phone / video conference
- ◆ Monthly team meetings

## **Task 2                      Survey and Right of Way.**

- 2.1 Supplemental topographic survey – Additional survey needs have been identified based on the preferred alternative for the south segment. Consultant shall provide additional survey in these areas and incorporate into project base maps. The City shall send a letter to affected property owners notifying them of upcoming survey activities on their property.

### Deliverables

- ◆ Electronic copies of the completed base map will be available to the City upon request.

## **Task 3                      Geotechnical Support**

- 3.1 Under subcontract to the Consultant, HWA geosciences will review 85% plans and specifications and provide recommendations for construction in wet areas or other areas of concern.

### Deliverables

- ◆ Geotechnical recommendations will be incorporated into the final geotechnical report and Plans, Specifications, and Estimate.

## **Task 4      Environmental**

- 4.1 Management and coordination: Environmental documentation will be prepared by ESA under subcontract to the Consultant. This task includes time for regular communication with the KPG project manager, project engineers, and technical staff; agency coordination; work authorization set-up and monitoring; preparing progress reports and invoices; managing budget and schedule; and quality control and assurance. We have assumed that 4 project meetings will occur under this task.
- 4.2 Preliminary JARPA Application: ESA will prepare a preliminary Joint Aquatic Resource Permit Application (JARPA) with assistance from City staff and KPG. The JARPA will be prepared to support a pre-application meeting with the U.S. Army Corps of Engineers (Corps) and the Washington State Department of Ecology (Ecology). The pre-application meeting is intended to provide KPG and the City with the potential extent of required mitigation and therefore the likely costs of compensatory mitigation. The form will be completed using existing information and the information gathered under previous contracts. ESA will rely on KPG and the City for project design information, project purpose and need, , property data (i.e., adjacent land owners), and other historical data as needed to describe the site and project.

### Assumptions:

- ◆ Wetland and stream delineation data previously collected will be used to prepare and obtain permits and approvals.
- ◆ ESA anticipates some level of wetland impact as a result of the project; however, the extent of these impacts is anticipated to make the project eligible for a Section 404 Nationwide Permit.
- ◆ ESA assumes the project will not trigger a Section 404 Individual Permit. If an individual permit and 404(b)(1) alternatives analysis are required, an amendment to this SOW will be necessary.
- ◆ ESA will complete the preliminary JARPA form and the figures in Corps format with review and assistance from the City. The City will be responsible for submitting the JARPA to the appropriate agencies.
- ◆ This SOW does not include preparation of a complete, final JARPA application for the purposes of permit issuance.
- ◆ 60 percent engineering design level information will be used to complete the application materials.

### Deliverables:

- ◆ Preliminary JARPA package (provided electronically in MSWord format) includes one round of review by KPG and the City. All comment/edits made to the Word document will be provided in track changes mode. Draft JARPA package (provided electronically in MSWord format)

- 4.3 Preliminary Conceptual Mitigation Plan: ESA will prepare a preliminary conceptual wetland Mitigation Plan for the project. The purpose of the preliminary plan is to support the preliminary JARPA submittal discussed in Task 4.2. The Mitigation Plan will consist of permittee-responsible mitigation, including opportunities for off-site land banking. The level of required mitigation will be determined by applying City of Des Moines Environmentally Critical Areas (ECA) regulations and will be based on the wetland areas and design parameters. This form of mitigation will meet City code requirements, including required mitigation ratios. The Mitigation Plan will also follow the state and federal agency guidance published in Wetland Mitigation in Washington State (2006).

The preliminary conceptual plan will describe the proposed mitigation site and the mitigation approach and rationale, focusing on the anticipated lift in functions resulting from the mitigation actions. The plan will include generalized illustrations and text descriptions of proposed mitigation areas, but it will not include grading plans, planting plans, planting details, or specifications at this conceptual stage. We anticipate the Mitigation Plan will include some combination of wetland and buffer enhancement (removal of invasive vegetation, replanting with native species), and wetland habitat creation.

Assumptions:

- ◆ The City will coordinate meetings/discussions/reviews with WSDOT and regulatory agencies.
- ◆ The Corps will approve use of the proposed mitigation approach (i.e., permittee-responsible) after submittal of the preliminary JARPA and preliminary Mitigation Plan and attendance at a pre-application meeting. This scope does not include preparation of alternate mitigation approaches.
- ◆ The consultant's biologist, licensed landscape architect, and/or project hydrologist will not conduct site visits during the preliminary conceptual design process.
- ◆ ESA will attend one pre-application meeting with the City and the Corps.
- ◆ This scope does not include a Draft and Final Mitigation Plan or mitigation design drawing package; final mitigation design would occur at a future time and be based upon agency review of the Conceptual Mitigation Plan. It is anticipated that future permits will be obtained in phases consistent with project funding availability.

Deliverables:

- ◆ Preliminary conceptual mitigation plan (provided electronically in MSWord format) includes one round of review by the City and KPG. All comment/edits made to the Word document will be provided in track changes mode.

- 4.4 Biological Assessment (No Effect Letter): ESA will prepare a Biological Assessment

(BA) to assist with consultation efforts under Section 7 of the Endangered Species Act required by the federal lead agency and National Marine Fisheries Service (NMFS) and U.S. Fish and Wildlife Service (USFWS). The project will receive federal funding from the FHWA, which is the federal nexus for Section 7 consultation requirement. ESA assumes that the project can be designed and constructed to result in a combined “no effect” determination for all listed species. ESA “no effect” letter will be based on 60 percent design information provided by KPG and City. Based on preliminary information available about the site and project impacts and to comply with WSDOT’s ESA documentation procedures, ESA will complete either a No Effect Letter Review Checklist or a No Effect Assessment template.

Deliverables:

- ◆ Draft Biological Assessment.
- ◆ Final Biological Assessment – includes one round of revisions per comments by KPG and City.

Assumptions:

- ◆ It is assumed that Endangered Species Act compliance will be documented through a “no-effect” letter with appropriate analysis to reach this conclusion. If a no-effect determination cannot be reached and a BA is required for ESA compliance, this scope of work will need to be amended.
- ◆ ESA will base its BA on the published WSDOT LAG Manual procedures in effect and information, plans, and technical reports provided by KPG at the time a notice to proceed is issued. Additional work required to address requests for additional information beyond the submittal of the specified materials to WSDOT are not included in this SOW. To minimize added expenditures resulting from project changes, ESA recommends that KPG and the City provide ESA with project information containing as much detail as possible before issuing a notice to proceed.
- ◆ ESA will adjust the draft deliverables as required within the limitations of the budget before final delivery. Changes to the project or report requirements, particularly as a result of new project information, species information or changes to listing status, or updates to WSDOT guidance after work has been initiated will require added services or additional revisions and may require an amendment to the SOW.

#### 4.5 NEPA Evaluation and Documentation (Documented Categorical Exclusion)

ESA will perform the work under Task 4.5 to prepare documentation to satisfy NEPA requirements. For the purposes of this scope and budget, it is assumed the appropriate level of documentation will be a Documented Categorical Exclusion (DCE). This includes the completion of a Categorical Exclusion (CE) form and supporting documentation per WSDOT requirements.

#### Task 4.5.a. WSDOT CE Form

ESA will prepare a Draft WSDOT CE form for the project to document compliance with NEPA. The CE form is the WSDOT-approved format for documenting projects that qualify for a DCE. The CE form will be completed per the guidance and requirements in the WSDOT Local Programs Environmental Classification Summary Guidebook and WSDOT's Environmental Manual at the time a notice to proceed is received by ESA. ESA will complete the Draft CE form using field data and existing information from the technical reports completed for the project (described below), the project design plans, and other available information. The City will review and edit the CE form and will be responsible for finalizing and submitting the form and supporting documentation to WSDOT for review and approval.

#### Task 4.5.b. Wetlands Discipline Report

ESA will prepare a Wetlands Discipline Report consistent with Chapter 431 of the WSDOT Environmental Manual. The Wetlands Discipline Report will be based on information collected during previous field investigation that have been performed for this project.

#### Task 4.5.c. Fish, Wildlife, and Vegetation Technical Memorandum

ESA will prepare a Fish, Wildlife, and Vegetation Technical Memorandum consistent with Chapter 436 of WSDOT's Environmental Manual. In support of the Fish, Wildlife, and Vegetation Technical Memorandum, ESA will review relevant and available existing documentation and data relating to the project site and surrounding area, including but not limited to: Washington Department of Natural Resources Natural Heritage Program data; WDFW Priority Habitats and Species data, sensitive species lists, and fish and wildlife distribution information; City critical/sensitive area information; and other technical studies/discipline reports completed for this project (e.g., wetlands report). The report will describe existing conditions with respect to fish, wildlife, and vegetation, and will identify potential project impacts. Mitigation measures will be recommended where appropriate.

#### Task 4.5.d. Cultural Resources Discipline Report

ESA will prepare a Cultural Resources Discipline Report consistent with Chapter 456 of the WSDOT Environmental Manual. ESA will coordinate with the City to define the project area of potential effect (APE) in order to initiate the Section 106 review with WSDOT. ESA will develop a draft APE letter for submittal by WSDOT to the Department of Archaeology and Historic Preservation (DAHP) and the tribes to initiate Section 106. ESA will perform a background review of existing information on known cultural resources and geological conditions. This information will be used to develop a field methodology. Once the APE has been concurred upon, ESA will conduct a field survey. The archaeological survey will consist of a pedestrian survey within the APE with selective shovel testing. The literature search and field survey will be combined into a cultural resource survey report to be submitted to the City, and eventually WSDOT, for review.

#### Task 4.5.e. Environmental Justice Technical Memorandum

ESA will prepare an Environmental Justice (EJ) Technical Memorandum consistent with Chapter 458 of WSDOT's Environmental Manual. Materials previously prepared

for the Des Moines Creek Trail Project, a separate project, will be utilized to the extent practicable. ESA will collect new or additional demographic and community data as needed to characterize any EJ populations in the project vicinity. The EJ Technical Memorandum shall also summarize the communication plan and the completed and planned outreach efforts, as well as the right-of-way acquisition process.

Task 4.5.f. Section 4(f) Technical Memorandum

ESA will prepare a Section 4(f) Evaluation consistent with Chapter 457 of the WSDOT Environmental Manual. Recreation facilities, public parks, wildlife and waterfowl refuges, and historic sites are protected resources under Section 4(f) of the federal Department of Transportation Act (49 USC 303). Recreational and cultural resources that qualify as Section 4(f) resources will be identified and potential impacts evaluated per WSDOT Environmental Classification Summary Guidebook (2015) and Chapter 457 of WSDOT's Environmental Manual. Use determinations (if any) will be made and documented in a Section 4(f) technical memorandum in support of the NEPA documentation. If it is determined that the project will result in a use of a Section 4(f) property, ESA will prepare the appropriate 4(f) form and assist the City in coordination with WSDOT and the property owner(s).

Deliverables:

- ◆ Electronic copy of the Draft CE form for comments by the City; the City will sign and submit the CE form to WSDOT.
- ◆ Draft Technical Memorandum and Discipline Reports, as detailed above, provided to KPG and the City for one round of review and comment (electronic submittal). ESA will incorporate edits and submit final versions of the documentation to the City; the City will submit the Technical Memorandum and Discipline Reports to WSDOT.
- ◆ A Draft cultural resources report will be provided to the City for comment. A revised Draft report will be provided to WSDOT for review. WSDOT comments will be incorporated and a Final report will be submitted to WSDOT.

Assumptions:

- ◆ Based on previous conversations with WSDOT, the City, and KPG, it is assumed that a DCE is the appropriate environmental classification for this project. This scope of work will need to be amended if WSDOT and FHWA determine that the project requires an environmental assessment or Environmental Impact Statement to complete NEPA documentation.
- ◆ The SOW assumes no cultural resource sites will be found during the pedestrian survey.
- ◆ The SOW does not include revisions to the cultural resources report based on review by Section 106 consulting parties; this work would require an amendment to the SOW.

- ◆ It is assumed that the project would require a De Minimis Form for documentation of potential use of Section 4(f) properties. If it is determined that the project would require a Programmatic review under Section 4(f), this scope and budget would require amendment.
- ◆ In consultation with City and WSDOT staff, technical memoranda will be “right-sized” to address the potential impacts of this project and some reports may be combined, if appropriate.

#### 4.6 SEPA Checklist

ESA will prepare a Draft SEPA Checklist to address the City of Des Moines Barnes Creek Trail Project. For purposes of this scope of services, ESA has assumed that the City will be the SEPA lead agency and that they will issue a SEPA determination consistent with their SEPA rules. The City will be responsible for finalizing the checklist and responding to public and agency comments. At this time, it is reasonable to assume that no additional studies would be necessary to complete the Checklist.

##### Deliverables:

- ◆ Draft SEPA Checklist (provided in electronic format).
- ◆ Final SEPA Checklist – revised per one round of review and comment by KPG and the City.

##### Assumptions:

- ◆ This task anticipates that the City will be the sole SEPA Lead Agency. Should cooperating agencies be determined to be the SEPA lead agency or co-lead agencies for this project, additional coordination and document preparation may be required and will be negotiated separately under an amendment to this SOW.
- ◆ ESA assumes that any technical document necessary for SEPA review outside the scope of this proposal will be provided by others (e.g., geotechnical studies, traffic analysis and signalization, etc.).
- ◆ The City will be responsible for any publication fees.

#### 4.7 Critical Area Report

ESA will prepare a Critical Area Report in accordance with the requirements of DMMC 18.86 – Environmentally Critical Areas for the proposed project based upon previous delineations performed for the corridor; information provided by KPG regarding elements of construction activity including limits of clearing and grading, fill and excavation quantities; and other engineering information as necessary to assess impacts to critical areas along the proposed alignment. It is likely that construction will be necessary within wetlands and wetland and stream buffers, which are critical

areas regulated by the City.

Deliverables:

- ◆ Draft Critical Area Report (provided in electronic format).
- ◆ Final Critical Area Report revised per one round of review and comment by KPG and the City.

Assumptions:

- ◆ The Critical Areas Report will address two critical areas: wetlands and fish and wildlife habitat conservation areas. It is assumed that analysis of geologic hazard (e.g., steep slopes, landslide hazard areas, or erosion hazard areas) and critical aquifer recharge areas, if required, will be conducted by others.
- ◆ A conceptual mitigation plan will not be developed as part of the Critical Areas Report.
- ◆ There will be only one review cycle for the Critical Area Report, which is the Draft Report, after which, KPG and City edits will be incorporated and a Final Critical Areas Report produced.

- 4.8 Preliminary Hydraulic Project Approval: ESA will prepare a preliminary Hydraulic Project Approval (HPA) for Washington Department of Fish and Wildlife (WDFW) to support a pre-application meeting with WDFW. At the meeting, potential mitigation requirements will be discussed to help the City determine mitigation costs associated with the project. An HPA is required for construction projects that use, divert, obstruct, or change the natural bed or flow of state waters.. WDFW recently revised the application process and now requires internet submittals through their Aquatic Protection Permitting System (APPS).

Deliverables:

- ◆ Online submittal of the Preliminary HPA.

Assumptions:

- ◆ The City will make ESA the authorized agent for the project.
- ◆ Information submitted with the HPA will be based on the JARPA, after the latter is reviewed by KPG and the City.
- ◆ ESA will attend one pre-application meeting with the City and WDFW.
- ◆ ESA will not be responsible for the fees and costs associated with processing the permit application.

## **Task 5 Final Design**

The Consultant shall prepare 85% Plans, Specifications and Estimates for review and approval by the City. Plans shall be formatted to provide sufficient detail for convenient field layout of all proposed facilities. City standard details and WSDOT standard plans will be supplemented with project specific details as required. Final bid documents will be prepared under a future authorization once specific funding sources are known. Plans, specifications and estimates shall be separated into the following 3 segments:

- North Segment – S 216<sup>th</sup> Street to S 223<sup>rd</sup> Street
- Central Segment – S 223<sup>rd</sup> Street to Kent-Des Moines Road / 16<sup>th</sup> Avenue S
- South Segment – Kent Des Moines Road / 16<sup>th</sup> Ave S to Highline Community College

- 5.1 Prepare typical section and detail sheets for each segment.
- 5.2 Prepare a schematic map showing survey control monuments location and their coordinate values.
- 5.3 Refine site preparation and erosion control plans. These plans will include all demolition and erosion control, and will provide grading limits.
- 5.4 Refine alignment, paving, and grading plans. These plans will include horizontal alignment information and plan views of grading and paving limits, as well as limits of cut/fill required and retaining walls.
- 5.5 Refine trail profile sheets.
- 5.6 Prepare drainage detail sheets, depicting special or non-standard drainage features. KCRS software will be used for hydrology and facility sizing. Precast vault elements are assumed with no structural design needed and treatment facilities will be manufactured stormwater treatment devices.
- 5.7 Refine drainage plans and profiles. These plans will include information and plan and profile views of storm drainage system including type, size and location of pipes, catch basins, and oil control devices, stormwater detention and treatment facilities.
- 5.8 Prepare final TIR addressing draft TIR comments from the City at the 85% completion submittal. Include drainage profiles, detention and treatment design, and LID measures where appropriate. Prepare storm drain analyses for the proposed storm drains. Preparation of a Stormwater Pollution Prevention Plan (SWPPP) will be completed by the construction contractor and is not included in this scope of work.
- 5.9 Prepare RRFB or similar crossing enhancement plans for the trail crossing of S 216<sup>th</sup> Street and Kent-Des Moines Road as determined through previous design efforts.

- 5.10 Prepare landscaping and irrigation plans showing elements affecting planting and irrigation such as luminaires, driveway cuts, utilities, etc. The plans will include the type and location of all planting materials, as well as the layouts for any project required irrigation within the public right-of-way. Prepare landscaping and irrigation detail sheets that include details for items such as connections for the irrigation lines to water sources and planting details.
- 5.11 Prepare roadway illumination system plans. Plans will include layouts of lighting system equipment, and conduit and conductor schedules. It is anticipated that lighting will only be provided on the public roadway and at trail crossings of the roadway.
- 5.12 Prepare retaining wall plans. Plan views of retaining walls will be shown on the paving and grading plans. The horizontal limits of the retaining walls will be shown by station and offsets.
- 5.13 Prepare retaining wall profiles. Wall profiles will be prepared showing the top of wall, existing ground line and final ground line. Existing and proposed storm drain or utility crossings will be shown in the profile.
- 5.14 Prepare retaining wall details. MSE walls will be designed by the construction contractor using soil parameters provided by the Consultant in the project Specifications. Details will be provided showing design criteria and grading limits for payment.
- 5.15 The Consultant shall subcontract with a qualified structural firm to provide detailing of boardwalk elements. It is anticipated that low ground disturbance proprietary foundation systems will be utilized. The Plans will identify required loading requirements for the foundation systems; however, the actual structural calculations will be completed through the construction shop drawing phase by the Contractor.
- 5.16 Prepare urban design node treatment in general accordance with the concepts presented in the 60% design.
- 5.17 Perform 85% Design quantity take-offs and opinion of costs.
- 5.18 Prepare contract specifications for the 85% submittal based on 2016 WSDOT/APWA standards (English), and applicable LAG standards.
- 5.19 Assemble and submit plans and specifications for 85 percent levels of design for each of the project segments.
  - One full size set of plans
  - 6 half-size sets of plans (11x17), including one unbound original
  - 6 copies of specs, including one unbound original
  - 6 copies of the opinion of cost

### Assumptions

- ◆ No structural design of retaining walls or other project components will be required.

### Deliverables

- ◆ 85% Plans (½ size), specs & estimate, 5 bound, 1 unbound copy

### **Additional Services**

The City may require additional services of the Consultant in order to advance all or portions of the project corridor through final design and construction. The scope of these services will be determined based available funding, phasing, or other considerations at the sole discretion of the City. This work may include items identified in the current task authorizations as well other items, which may include, but are not necessarily limited to the following:

- ◆ Preparation of Final Plans, Specifications, and Estimates for bidding one or more segments.
- ◆ Obtaining title reports and providing final right of way calculations
- ◆ Preparation of right of way / easement legal descriptions and exhibits
- ◆ Providing property appraisals and negotiations
- ◆ NEPA documentation or additional permitting not included in the scope
- ◆ Providing bid period assistance
- ◆ Providing construction services

These services will be authorized under a future contract supplement if necessary. At the time these services are required, the Consultant shall provide a detailed scope of work and an estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

**HOURLY AND FEE ESTIMATE**

**EXHIBIT B**

**Project: City of Des Moines**

**Barnes Creek Trail  
Task Assignment 2016-005  
NEPA Documentation and Final Design**



Task	Description	Labor Hour Estimate							Total Fee	
		*Project Manager \$ 172.58	*Senior Engineer \$ 157.44	*Project Engineer \$ 125.72	*Design Engineer \$ 109.83	*CAD Technician \$ 94.29	*Survey Crew \$ 149.05	*Senior Admin \$ 101.67	*Office Admin \$ 69.29	Fee
<b>Task 1 - Management/coordination/administration</b>										
1.1	Project administration (estimate 10 months)	8	0	0	0	0	0	8	10	\$ 2,886.95
1.2	Project management and coordination	10	0	8	0	0	0	8	10	\$ 4,237.92
1.3	QA/QC reviews	8	8	0	0	0	0	0	0	\$ 2,640.21
	Reimbursable expenses - see breakdown for details									\$ 150.00
	<b>Task Totals</b>	<b>26</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>20</b>	<b>\$ 9,915.08</b>
<b>Task 2 - Survey and Mapping</b>										
2.1	Supplemental survey - South Segment	0	4	8	20	0	20	0	0	\$ 6,813.07
	Reimbursable expenses - see breakdown for details									\$ 100.00
	<b>Task Totals</b>	<b>0</b>	<b>4</b>	<b>8</b>	<b>20</b>	<b>0</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>\$ 6,913.07</b>
<b>Task 3 - Geotechnical Report</b>										
3.1	Geotechnical recommendations / coordination	2	0	4	0	0	0	0	2	\$ 986.65
	Reimbursable expenses - see breakdown for details									\$ 2,500.00
	<b>Task Total</b>	<b>2</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>\$ 3,486.65</b>
<b>Task 4 - Environmental</b>										
4.1	Management and coordination meetings	8	8	0	0	0	0	0	4	\$ 2,917.39
4.2	Preliminary JARPA Application	2	4	2	0	2	0	0	0	\$ 1,414.97
4.3	Preliminary Conceptual Mitigation Plan	2	4	2	0	4	0	0	0	\$ 1,603.56
4.4	No Effect Lettter	0	0	2	0	0	0	0	0	\$ 251.45
4.5	NEPA Documentation support	8	8	16	0	8	0	0	0	\$ 5,406.15
4.6	SEPA checklist	2	4	8	0	2	0	0	0	\$ 2,169.32
4.7	Critical Areas Report	0	2	4	0	0	0	0	0	\$ 817.78
4.8	Preliminary HPA	2	0	2	0	0	0	0	0	\$ 596.62
	Reimbursable expenses - see breakdown for details									\$ 84,200.00
	<b>Task Total</b>	<b>24</b>	<b>30</b>	<b>36</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>\$ 99,377.24</b>

**HOURLY AND FEE ESTIMATE**

EXHIBIT B

Project: City of Des Moines

Barnes Creek Trail  
 Task Assignment 2016-005  
 NEPA Documentation and Final Design



Task	Description	Labor Hour Estimate								Total Fee
		*Project Manager \$ 172.58	*Senior Engineer \$ 157.44	*Project Engineer \$ 125.72	*Design Engineer \$ 109.83	*CAD Technician \$ 94.29	*Survey Crew \$ 149.05	*Senior Admin \$ 101.67	*Office Admin \$ 69.29	Fee
<b>Task 5 - Final Design</b>										
5.1	Typical Sections and Details	0	2	8	0	16	0	0	0	\$ 2,829.37
5.2	Survey control	0	4	8	0	8	0	0	0	\$ 2,389.91
5.3	Site Preparation Plans	2	4	8	12	24	0	0	0	\$ 5,561.68
5.4	Paving and Grading Plans	2	4	16	16	16	0	0	0	\$ 6,252.44
5.5	Trail Profiles	0	2	16	24	16	0	0	0	\$ 6,470.99
5.6	Drainage detail sheets	2	4	16	24	16	0	0	0	\$ 7,131.04
5.7	Drainage Plan and Profiles	2	16	24	24	16	0	0	0	\$ 10,026.15
5.8	Finalize TIR	4	8	24	16	8	0	0	8	\$ 8,033.18
5.9	RRFB Plans	2	8	40	24	8	0	0	0	\$ 10,023.85
5.10	Landscape and Irrigation Plans	0	16	40	32	24	0	0	0	\$ 13,325.53
5.11	Illumination Plans	0	24	40	40	24	0	0	0	\$ 15,463.68
5.12	Retaining wall plans	2	4	16	24	8	0	0	0	\$ 6,376.70
5.13	Retaining wall elevations	0	4	16	40	16	0	0	0	\$ 8,543.09
5.14	Retaining wall details	2	4	8	16	8	0	0	0	\$ 4,492.29
5.15	Develop Boardwalk details	8	16	40	16	24	0	0	0	\$ 12,948.98
5.15	Node treatment design	8	24	40	40	24	0	0	0	\$ 16,844.35
5.17	Prepare 85% opinion of cost	4	8	16	8	8	0	0	8	\$ 6,148.78
5.18	Prepare 85% specifications	8	24	24	16	0	0	0	16	\$ 11,042.62
5.19	85% submittal	2	4	8	4	8	0	0	8	\$ 3,728.74
	Reimbursable expenses - see breakdown for details									\$ 21,200.00
	<b>Task Total</b>	<b>48</b>	<b>180</b>	<b>408</b>	<b>376</b>	<b>272</b>	<b>0</b>	<b>0</b>	<b>40</b>	<b>\$ 178,833.37</b>

**Total Estimated Fee: \$ 298,525.41**  
**Management Reserve: \$ -**  
**Total Contract Amount: \$ 298,525.41**

\* Hourly rates are based on the following:

										Totals
Direct Salary Costs	\$ 66.00	\$ 60.21	\$ 48.08	\$ 42.00	\$ 36.06	\$ 57.00	\$ 38.88	\$ 26.50		\$ 72,804.09
Overhead Rate										\$ 95,730.10
Fixed Fee										\$ 21,841.23

**HOUR AND FEE ESTIMATE**

**EXHIBIT B**



**Project: City of Des Moines**

**Barnes Creek Trail  
Task Assignment 2016-005  
NEPA Documentation and Final Design**

<b>Reimbursable Breakdown</b>	<b>Cost</b>
<b>Task 1 - Management/coordination/administration</b>	
Mileage	\$ 50.00
Reproduction	\$ 100.00
<b>Task 1 - Total</b>	<b>\$ 150.00</b>
<b>Task 2 - Survey and Mapping</b>	
Mileage	\$ 100.00
Reproduction	\$ -
<b>Task 2 - Total</b>	<b>\$ 100.00</b>
<b>Task 3 - Geotechnical Report</b>	
Mileage	\$ -
Reproduction	\$ -
Geotechnical - HVA	\$ 2,500.00
<b>Task 3 - Total</b>	<b>\$ 2,500.00</b>
<b>Task 4 - Environmental</b>	
Mileage	\$ 100.00
Reproduction	\$ 100.00
Environmental - ESA	\$ 84,000.00
<b>Task 4 - Total</b>	<b>\$ 84,200.00</b>
<b>Task 5 - Final Design</b>	
Mileage	\$ 200.00
Reproduction	\$ 1,000.00
Structural Engineering allowance	\$ 20,000.00
<b>Task 5 - Total</b>	<b>\$ 21,200.00</b>

**Total Reimbursable Costs: \$ 108,150.00**



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## A G E N D A   I T E M

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

SUBJECT: Compensation for Non-Represented Employees

FOR AGENDA OF: February 16, 2017

DEPT. OF ORIGIN: Human Resources

DATE SUBMITTED: February 8, 2017

ATTACHMENTS:

1. Draft Resolution No. 17-004 Compensation for Non-Represented Employees
2. Memorandum of Understanding – Exempt Employees
3. Memorandum of Understanding – General Employees

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DJB

Legal T6

Finance DM

Human Resources MR

Courts \_\_\_\_\_

Police \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL: [Signature]

### Purpose and Recommendation

The purpose of this agenda item is for City Council approval of the proposed Resolution regarding compensation for regular, non-represented employees. It is recommended that the City Council pass Resolution No. 17-004 providing a one percent wage increase, maintaining status quo for their health benefits, and clarifying their holiday provisions to be consistent with the Teamsters collective bargaining agreement.

### Suggested Motion

**Motion 1:** “I move to adopt Draft Resolution No. 17-004 regarding compensation for non-represented employees, providing holiday pay provisions effective January 1, 2016, and a one percent cost of living adjustment effective January 1, 2017.”

## **Background**

The City's non-union employees fall into three groups; the General Employees, who are eligible for overtime compensation under the Fair Labor Standards Act (FLSA), the Exempt Employees, who are exempt under the FLSA; and the Directors. For many years, the former City Manager had negotiated with the Exempt and General Employee groups regarding wages, hours and working conditions in a manner such that it was unclear whether they were, in fact, non-represented employees. Beginning in October 2016, the City Attorney and Human Resources Manager met with a combined committee for both groups to ask first, for their feedback concerning a wage and benefit package, and second, for clarity as to their union status.

Both the Exempt and General Employee groups formally acknowledged that they are not labor/union units, expressing their preference to work with management in a collaborative, advisory capacity, as shown on the attached Memorandums of Understanding (MOUs) signed by both sets of committee members (Attachments 2 & 3). The City treats the General and Exempt employees equitably in relation to those represented by labor unions in accordance with DMMC 2.12.010, with the exception of the constraints of bargaining units with binding arbitration which necessitates a different outcome for certain uniformed groups of employees.

## **Discussion**

Now that it is clear that both groups are not represented by a labor union/organization, it is appropriate to move forward with a resolution concerning their wages and benefits for 2017. The feedback from both groups was a preference to maintain the status quo for their health benefits, recognizing that this would result in a one percent cost of living adjustment in order to be sustainable given the City's projected ongoing revenues. Other changes to the holiday provisions are in order to maintain equity with those employees covered under the Teamsters collective bargaining agreement, because the City reached a memorandum of understanding with the Teamsters in December 2015 concerning holiday premium pay. A clarification is also in order concerning the Christmas Eve holiday when it falls on a weekend. Therefore, administration recommends adopting this draft resolution.

## **Alternatives**

Council may reject the proposed Compensation Resolution and direct staff to either discuss the proposal further or make modifications.

## **Financial Impact**

The proposed Resolution contains provisions for a 1.0% cost of living adjustment to base salaries for 2017. Funds were budgeted to cover these costs for 2017. It also calls for employees to continue paying 10% for employee coverage and 20% for medical coverage, unless they enroll in a high deductible health plan. The financial impact of the holiday pay provision is approximately \$10,000 per year, and the Christmas Eve clarification cost is negligible, as it entails a four-hour reduction in productivity once every six or seven years when it falls on a weekend.

## **Recommendation or Conclusion**

Administration recommends approval of the proposed Resolution No. 17-004 Compensation for Non-Represented Employees as it contains those changes and compromises authorized by the Council.

**HUMAN RESOURCES DRAFT AS OF 2-13-2017  
DRAFT RESOLUTION NO. 17-004  
COMPENSATION FOR NON-REPRESENTED EMPLOYEES**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON**, regarding salaries, wages and benefits for non-represented employees for the period January 1, 2017, through December 31, 2017.

**WHEREAS**, this Resolution pertains to all regular employees, excluding those who are represented by labor organizations, specifically, the International Association of Machinists District 160, Teamsters Local 763, Des Moines Police Guild, and Des Moines Police Management Association, and

**WHEREAS**, the City's non-represented employees fall into three groups: General Employees, those who are eligible for overtime compensation under the Fair Labor Standards Act (FLSA); Exempt Employees, those who are exempt under the FLSA; and the remaining exempt employees known as Directors, which for purposes of this Resolution includes all department heads, the Chief Operations Officer, and the City Manager, and

**WHEREAS**, in December 2016, the General Employees and Exempt Employees entered into memorandums of understanding with the City formally acknowledging that they are not collective bargaining organizations, preferring to seek mutual understanding for employees and city management in an informal, collaborative process to discuss issues of concern in the workforce without being bound by the constraints of chapter 41.56 RCW, and

**WHEREAS**, the parties further agreed that the City will treat the General Employees and Exempt Employees equitably in relation to those represented by labor unions in accordance with DMMC 2.12.10, with the exception of the constraints of bargaining units with binding arbitration which necessitates a different outcome for certain uniformed groups of employees, and

**WHEREAS**, the holiday provisions for non-represented employees are in need of clarification to provide equity to Teamsters Local 763 employees pursuant to DMMC 2.12.10., and

**WHEREAS**, the City of Des Moines General Employees Advisory Committee and the City of Des Moines Exempt Employees Advisory Committee provided feedback that they would prefer to maintain the status quo for their health benefits for 2017 rather than moving to lesser medical plans in order to receive a higher cost of living adjustment; now therefore,

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

**Sec. 1.** The City hereby provides the following for its regular non-represented employees effective January 1, 2017, and remaining in effect until December 31, 2017. All provisions of past resolutions, agreements or memorandums of understanding between the City and the General Employees and the Exempt Employees not modified by this Resolution remain in full force and effect, and will be updated in the City's Personnel Manual. All personnel rules and

Resolution No. 17-004  
Page 2 of 5

regulations as may be promulgated according to DMMC 2.12.100 shall govern unless expressly contrary to this Resolution.

**Sec. 2. Salaries and Wages.**

(1) Salaries and wages shall be increased by a cost of living adjustment of one percent (1.0%) effective January 1, 2017, maintaining the established differentials between pay steps and ranges.

**Sec. 3. Medical, Dental, and Vision Benefits.**

(1) **Eligibility.** Regular full-time and regular part-time employees whose positions are budgeted for thirty (30) or more hours per week shall be eligible to participate in the City's health insurance plans through the Association of Washington Cities.

(2) **Medical Plan Contributions.** Effective January 1, 2017, the City shall pay medical premiums and make Health Reimbursement Arrangement (HRA) contributions for eligible employees as follows:

(a) The City will pay ninety percent (90%) of eligible employee's premium and eighty percent (80%) of the spouse and dependents' premiums for the HealthFirst and the Group Health/Kaiser \$10 Copay health insurance plans. For employees enrolling in these plans, the City shall make the following annual contributions to the employee's HRA VEBA: \$580 for employee only coverage; or \$1,130 for any family coverage. For new hire employees, HRA VEBA funding will be prorated based on the number of months covered for the remainder of the calendar year.

(b) The City will pay one-hundred percent (100%) of eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums for the Regence High Deductible Health Plan (HDHP) and the Group Health/Kaiser HDHP; for employees enrolling in these plans, the City will provide a notional Health Reimbursement Arrangement (HRA) of \$1,500 for employee only coverage; or \$3,000 for any family coverage. The City will fund the notional HRA by preloading a benefits debit card for each employee on an annual basis. Once the deductible has been met, and the employee has also paid coinsurance costs \$1,500 above and beyond the deductible for employee only coverage, or \$3,000 above and beyond the deductible for any family coverage, the City will pay any further coinsurance costs which apply to the employee's annual out-of-pocket limit. Any unused balance in the notional HRA will be rolled into the employee's HRA VEBA account in April of the following year. For new hire employees, notional HRA funding will be prorated based on the number of months covered for the remainder of the calendar year.

Resolution No. 17-004

Page 3 of 5

(3) **Dental Coverage.** The City will pay one-hundred percent (100%) of eligible employee's, spouse, and dependents premiums for the Association of Washington Cities Plan F dental plan and Plan II orthodontia plan.

(4) **Vision Coverage.** The City will pay one-hundred percent (100%) of eligible employee's, spouse, and dependents premiums for the Association of Washington Cities \$25 deductible Vision Service Plan (VSP).

#### **Sec. 4. Holidays.**

(1) An employee is eligible for a paid holiday if he or she is on paid status during the work day before and the work day after the holiday. The City observes the following holidays:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25

Full-time employees will receive eight (8) hours of pay at their regular straight-time rate for each of the above holidays, as well as four (4) hours of pay at their regular straight-time rate Christmas Eve afternoon, December 24. Regular part-time employees shall receive the above paid holidays on a prorated basis.

(2) **Observance of Holidays.** When a holiday occurs on Monday through Friday, the City observes the date of the occurrence as the holiday. Any holiday falling on a Saturday shall be observed on the preceding Friday. Any holiday falling on a Sunday shall be observed on the following Monday, with the exception of Christmas Eve, which will be observed on the preceding Friday. In the event the observation of a holiday falls on an employee's regular day off, the employee shall either receive their eight (8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, schedule an alternate day off with eight (8) hours of pay in the same pay period.

#### **(3) Scheduled Holiday Work.**

(a) Whenever the City's operational needs require employees to work on a holiday, insofar as practical, holiday work shall be divided equally among the eligible employees. Non-exempt employees who are assigned to work on any holiday may choose to receive their eight

Resolution No. 17-004  
Page 4 of 5

(8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, add eight (8) hours of time to their floating holiday balance. These hours must be used in the calendar year they are earned and may not be carried over into the next calendar year.

(b) Effective January 1, 2016, in addition to the above, non-exempt employees who are assigned to work on Thanksgiving Day, Christmas Day, and Christmas Eve afternoon, will receive holiday premium pay at twice their straight time rate for all hours actually worked on the holiday. Non-exempt employees who are assigned to work on the remaining City holidays will receive holiday premium pay at one and one-half (1½) times their straight time rate for all hours actually worked on the holiday. For the purposes of this provision, holidays are as listed in Section 4(1) beginning and ending at midnight, except Christmas Eve, which begins at 12:00 p.m. (noon) and ends at midnight. Employees working alternate schedules who are assigned to work on a holiday shall not draw down accrued vacation, compensatory time, or floating holiday hours to supplement their holiday pay for that holiday.

(c) Exempt employees who are assigned to physically report to work on a holiday may either schedule an alternate day off during the same pay period or add eight (8) hours of time to their floating holiday balance. These hours must be used in the calendar year they are earned and may not be carried over into the next calendar year.

(4) **Floating Holidays.** Full-time employees shall receive sixteen (16) hours of floating or personal holiday time during each calendar year. Part-time employees shall receive prorated floating holiday hours. Floating holidays do not carry over from one calendar year to the next, and must be taken during the calendar year earned or are forfeited. To be eligible to receive floating holidays, an employee must have been employed by the City for six continuous months prior to the designated or requested floating holiday. Employees hired after June 30, therefore, shall not earn a floating holiday for that calendar year. Upon separation, employees will not be paid for any floating holiday that has not been used.

**Sec. 5. City Hall Closures.** Should the City Manager or a designee close City Hall due to inclement weather or related conditions and release non-essential personnel on administrative leave during regular City Hall business hours, then the City shall add an equal amount of time to the vacation balances of each employee covered under this Resolution who is assigned to work during normal City Hall business hours while City Hall is closed.

**Sec. 6. Conflicts.** Where a conflict exists between the terms of this Resolution and the Des Moines Personnel Manual, this Resolution shall control.

**Sec. 7. Ratification and confirmation.** Any acts consistent with the authority and prior to the effective date of this Resolution are hereby ratified and confirmed.

Resolution No. 17-004  
Page 5 of 5

**ADOPTED BY** the City Council of the City of Des Moines, Washington this \_\_\_\_\_  
day of \_\_\_\_\_, 2017, and signed in authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

MAYOR

APPROVED AS TO FORM:

---

City Attorney

ATTEST:

---

City Clerk

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MEMORANDUM OF UNDERSTANDING  
CITY OF DES MOINES  
EXEMPT EMPLOYEES ADVISORY COMMITTEE

THIS MEMORANDUM OF UNDERSTANDING (MOU) is by and between the CITY OF DES MOINES, WASHINGTON, hereinafter referred to as the City, and the CITY OF DES MOINES EXEMPT EMPLOYEES ADVISORY COMMITTEE, hereinafter referred to as the Exempt Employees;

WHEREAS, the City's non-represented employees exclude all those who are represented by labor organizations, specifically, the International Association of Machinists District 160, Teamsters Local 763, Des Moines Police Guild, and Des Moines Police Management Association, and

WHEREAS, the City's non-represented regular employees fall into two groups that are exempt from overtime compensation under the Fair Labor Standards Act (FLSA); the first is referred to as the Exempt Employees group, and the second group is called the Directors, which for purposes of this MOU consists of all department heads, the Chief Operations Officer, and the City Manager, and

WHEREAS, the Exempt Employees wish to formally acknowledge that they are not a collective bargaining labor organization under RCW 41.56; and

WHEREAS, the City agrees to treat non-represented employees equitably in relation to those represented by labor unions in accordance with DMMC 2.12.010, with the exception of the constraints of bargaining units with binding arbitration which necessitates a different outcome for certain uniformed groups of employees;

NOW THEREFORE, the parties agree as follows:

**Section 1. Purpose**

The Exempt Employees Advisory Committee is hereby formally acknowledged by the parties for the purpose of facilitating meaningful communications between employees and city management on significant matters in the workplace; improve the morale of all city employees; maintain sound and sustainable financial policies; and promote efficiency in the provision of services to the citizens of Des Moines. Creation of this committee does not modify or replace any management authority as established in City ordinances and the City's Personnel Manual. The Committee seeks mutual understanding for employees and city management in an informal, collaborative process to discuss issues of concern in the workforce without being bound by the constraints of RCW 41.56.

Memorandum of Understanding  
Exempt Employees Advisory Committee  
Page 2

## **Section 2. Committee Make-up**

Employees represented by and eligible to vote for and be members of the Committee shall be non-confidential employees not represented by a labor organization. Employees defined as eligible for overtime under the Fair Labor Standards Act, Directors, the Human Resources Manager, the City Clerk, the Executive Assistant assigned to the City Manager's Office, and employees who are members of the Teamsters Local 763, the International Association of Machinists 160, the Des Moines Police Guild and the Des Moines Police Management Association are not represented by and are not eligible to vote for or be members of the Committee. The Committee shall consist of two members as determined by the Exempt Employees group. Each member shall also have one alternate who will fill in for a committee member(s) who is unable to attend a meeting, work with an employee, etc.

## **Section 3. Committee Responsibilities and Activities**

The Committee represents all covered employees and works with management on a wide variety of issues related to the workplace. The Committee or individual committee members may represent and advise individual employees or groups of employees on issues to their particular work group or department. Committee members should serve as an information source to employees in their respective departments.

The Committee may use release time from duty for a maximum of one (1) hour per month for meetings, except during periods when they are dealing with any compensation agreement, when the Committee shall be allowed to meet for reasonable amounts of time as needed. Committee members will also be granted release time for all mutually agreed upon meetings with management during regularly scheduled hours. Mutually agreed upon meetings scheduled during off-duty hours are not considered compensated time. City Manager and department heads may restrict a committee member's attendance at a meeting if it is determined that the committee member's absence from duty disrupts the City's ability to provide service or jeopardizes the timely completion of a project or activity.

The Committee may use City copy machines, faxes, telephones and other equipment, provided reimbursement is made to the City in accordance with Finance Department guidelines.

The Committee may represent an employee or group of employees for resolution of grievances as outlined in 8.B. of City of Moines Personnel Manual. When an employee(s) is attempting to resolve a problem or complaint or have a question answered

Memorandum of Understanding  
Exempt Employees Advisory Committee  
Page 3

through the informal communication process, Section 8.B.1. of the Personnel Manual, he or she may request assistance from a committee member. The supervisor or department head with whom the employee(s) is working to resolve the problem is not obliged to allow the member to present at meetings held with the employee(s) during this informal stage. Once the formal grievance process begins, employee(s) may have a member present at meetings held.

The Committee and Management will meet at quarterly to discuss issues of mutual interest concern.

**Section 4 General Provisions**

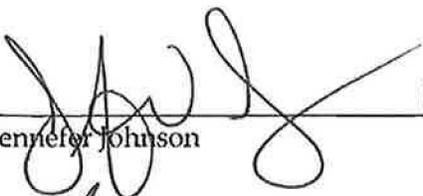
a. Where a conflict exists between the terms of this agreement and the Des Moines Personnel Manual, this agreement shall control.

b. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

ENTERED INTO AND AGREED this 19<sup>th</sup> day of December, 2016.

EXEMPT EMPLOYEES  
ADVISORY COMMITTEE

CITY OF DES MOINES

  
\_\_\_\_\_  
Jennifer Johnson Date 12/15/16

  
\_\_\_\_\_  
Michael Matthias Date 12-19-16

  
\_\_\_\_\_  
Andrew Merges Date 12/15/16

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MEMORANDUM OF UNDERSTANDING  
CITY OF DES MOINES  
GENERAL EMPLOYEES ADVISORY COMMITTEE

THIS MEMORANDUM OF UNDERSTANDING (MOU) replaces and supersedes the MOU by and between the CITY OF DES MOINES, WASHINGTON, hereinafter referred to as the City, and the CITY OF DES MOINES GENERAL EMPLOYEES ADVISORY COMMITTEE, hereinafter referred to as the General Employees;

WHEREAS, the City's non-represented employees exclude all those who are represented by labor organizations, specifically, the International Association of Machinists District 160, Teamsters Local 763, Des Moines Police Guild, and Des Moines Police Management Association, and

WHEREAS, the City's non-represented regular employees fall into three groups; the General Employees, those who are eligible for overtime compensation under the Fair Labor Standards Act (FLSA), the Exempt Employees, those who are exempt under the FLSA; and the remaining exempt employee group known as the Directors, which for purposes of this MOU consists of all department heads, the Chief Operations Officer, and the City Manager, and

WHEREAS, the General Employees Negotiation and Advisory Committee was established in March 1997 to promote the relationship between the General Employees group and City management and to foster communication regarding employee relations issues such as compensation and benefits that affect non-represented employees, and

WHEREAS, the General Employees wish to formally acknowledge that they are not a collective bargaining labor organization under RCW 41.56; and

WHEREAS, the City agrees it is the policy of the City to treat non-represented / nonunion full or regular part time employees in equity as to salary increases and benefits which are obligated or provided by the city to the benefit of the employees represented by a labor union, with the exception of the constraints of bargaining units with binding arbitration which necessitates a different outcome for certain uniformed groups of employees;

NOW THEREFORE, the parties agree as follows:

**Section 1. Purpose**

The General Employees Advisory Committee is hereby formally acknowledged

Memorandum of Understanding  
 General Employees Advisory Committee  
 Page 2

by the parties for the purpose of facilitating meaningful communications between employees and city management on significant matters in the workplace; improve the morale of all city employees; maintain sound and sustainable financial policies; and promote efficiency in the provision of services to the citizens of Des Moines. Creation of this committee does not modify or replace any management authority as established in City ordinances and the City's Personnel Manual. The Committee seeks mutual understanding for employees and city management in an informal, collaborative process to discuss issues of concern in the workforce without being bound by the constraints of RCW 41.56.

### **Section 2. Committee Make-up**

Employees represented by and eligible to vote for and be members of the Committee shall be non-management, non-confidential employees not represented by a labor organization. Employees defined as exempt from overtime provisions under the Fair Labor Standards Act, the Executive Assistant assigned to the City Manager's Office, the City Clerk, and employees who are members of the Teamsters Local 763, the International Association of Machinists 160, the Des Moines Police Guild and the Des Moines Police Management Association are not represented by and are not eligible to vote for or be members of the Committee. Departments shall have the following number of committee members:

- Public Works – one member
- Parks, Recreation and Senior Services – one member
- Marina – one member
- Building / Planning / Finance – one member
- Police (non-Guild) – one member
- Court / Legal – one member

Each department shall also have one alternate who will fill in for a committee member(s) who is unable to attend a meeting, work with an employee, etc. Committee members and alternates shall be elected from among the eligible employees in each department and serve two year terms. Elections shall be held as early as is practical in odd numbered years.

### **Section 3. Committee Responsibilities and Activities**

The Committee represents all covered employees and works with on management on a wide variety of issues related to the workplace. The Committee or individual committee members may represent and advise individual employees or groups of employees on issues to their particular work group or department. Committee members

Memorandum of Understanding  
General Employees Advisory Committee  
Page 3

should serve as an information source to employees in their respective departments.

The Committee may use release time from duty for a maximum of one (1) hour per month for meetings, except during periods when they are dealing with any compensation agreement, when the Committee shall be allowed to meet for reasonable amounts of time as needed. Committee members will also be granted release time for all mutually upon meetings with management during regularly scheduled hours. Mutually agreed upon meetings scheduled during off-duty hours are not considered compensated time. City Manager and department heads may restrict a committee member's attendance at a meeting if it is determined that the committee member's absence from duty disrupts the City's ability to provide service or jeopardizes the timely completion of a project or activity.

The Committee may use City copy machines, faxes, telephones and other equipment, provided reimbursement is made to the City in accordance with Finance Department guidelines.

The Committee may represent an employee or group of employees for resolution of grievances as outlined in 8.B. of City of Moines Personnel Manual. When an employee(s) is attempting to resolve a problem or complaint or have a question answered through the informal communication process, Section 8.B.1. of the Personnel Manual, he or she may request assistance from a committee member. The supervisor or department head with whom the employee(s) is working to resolve the problem is not obliged to allow the member to present at meetings held with the employee(s) during this informal stage. Once the formal grievance process begins, employee(s) may have a member present at meetings held.

The Committee and Management will meet at quarterly to discuss issues of mutual interest concern.

#### **Section 4    General Provisions**

a.     Where a conflict exists between the terms of this agreement and the Des Moines Personnel Manual, this agreement shall control.

b.     Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

Memorandum of Understanding  
General Employees Advisory Committee  
Page 4

ENTERED INTO AND AGREED this 30<sup>th</sup> day of  
December, 2016.

GENERAL EMPLOYEES ADVISORY  
COMMITTEE

CITY OF DES MOINES

K. Bevegni 12/28/16  
Katy Bevegni Date

Michael Matthias 12.30.16  
Michael Matthias Date

Rex Christiansen 12/28/16  
Rex Christiansen Date

APPROVED AS TO FORM:  
[Signature]  
Des Moines City Attorney

Terryann Dell 12/28/16  
Terryann Dell Date

Shannon Korchberg 12/28/16  
Shannon Korchberg Date

David Maresh 12/28/2016  
David Maresh Date

# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Consultant Services Contract  
Addendum #2 with The LA Studio LLC for  
Design Services for Parkside Park Renovation

FOR AGENDA OF: February 16, 2017

DEPT. OF ORIGIN: Planning, Building & Public  
Works

DATE SUBMITTED: February 1, 2017

ATTACHMENTS:

1. Contract Amendment/Addendum #2 Form
2. Parkside Playground CIP Project Worksheet
3. Consultant Services Contract with The LA Studio LLC dated 03/08/2016

CLEARANCES:

- Community Development \_\_\_\_\_
- Marina \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works PBC

CHIEF OPERATIONS OFFICER: DSB

- Legal TG
- Finance DM
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this agenda item is for City Council to approve of the Consultant Services Contract Addendum #2 with The LA Studio LLC for design services for Parkside Park Renovation. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion:** "I move to approve the Consultant Services Contract Addendum #2 with The LA Studio LLC for design services for Parkside Park Renovation in the amount of \$10,000.00 bringing the contract total to a new not to exceed amount of \$59,235.00, and additionally authorize the City Manager to sign the Consultant Services Contract Addendum substantially in the form as submitted".

**Background**

On March 8, 2016, the City awarded the Consultant Services Contract to The LA Studio LLC for design services for Parkside Park Renovation in the not to exceed amount of \$48,000.00.

In July and August 2016, bids were advertised for a three week period via the Seattle Daily Journal of Commerce, and the minority publication "Seattle Facts". Bids were also solicited via Builder's Exchange and the MRSC Roster, with a bid opening date of August 16, 2016. The City received only one (1) bid at bid opening, which was significantly higher than the Architect's Estimate.

On September 8, 2016, the City Council at the recommendation of staff rejected all bids received for the project, and directed staff to re-advertise the project.

On September 16, 2016, the City executed Addendum #1 with The LA Studio LLC for design services to address the additional costs of the project re-design and re-advertising effort. Addendum #1 added \$1,235.00 in new fee costs, bringing the new not to exceed contract amount to \$49,235.00.

**Discussion**

In the process of applying for, and obtaining the City Grading Permit for the project, it was determined that a Technical Information Report (TIR) would need to be generated and submitted to the City for review and approval prior to issuance of the Grading Permit. Changes made following the bid rejection in order to present a more efficient project resulted in some design changes that potentially increased the surface water impacts which need to be analyzed through a TIR. The level of effort required, and the consultant costs associated with the production of this required report necessitate the additional \$10,000.00 in design services fees.

**Alternatives**

City Council could choose to not approve the addendum, which would likely stop the project; and cause the City to repay grant expenditures to date.

**Financial Impact**

There are sufficient funds available within the project budget to cover this additional design work (Attachment 2).

**Recommendation**

Staff recommends that Council approve the Consultant Services Contract Addendum #2 with The LA Studio LLC for design services for Parkside Park Renovation.



**CONTRACT AMENDMENT/ADDENDUM FORM**

**CONTRACT FOR DES MOINES PARKSIDE PARK RENOVATION BETWEEN  
THE CITY OF DES MOINES AND THE LA STUDIO LLC**

**THIS AMENDMENT/ADDENDUM #2** is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, pursuant to that certain Contract entered into on the 8<sup>th</sup> day of March, 2016, between the **CITY OF DES MOINES**, WASHINGTON (hereinafter "City"), and **THE LA STUDIO LLC**, (hereinafter "Consultant").

The parties herein agree that the Contract dated March 8, 2016, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

- 1) **SECTION III** of Contract dated March 8, 2016, is hereby amended as follows:

This Amendment/Addendum #2 will add \$10,000.00 in new fee costs for additional surface water management permitting and design requirements, bringing the new contract total to a not to exceed amount of \$59,235.00.



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

<p align="center"><b>THE LA STUDIO LLC:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: _____              Its _____  <i>(Title)</i></p> <p>DATE: _____</p>	<p align="center"><b>CITY OF DES MOINES:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: <u>Michael Matthias</u>              Its <u>City Manager</u>  <i>(Title)</i></p> <p>DATE: _____</p> <p align="center">Approved as to form:              _____              City Attorney</p> <p>DATE: _____</p>
<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>THE LA STUDIO LLC:</b></p> <p>Melvin R. Easter              The LA Studio LLC              15200 52<sup>nd</sup> Avenue South Suite 210              Seattle, WA 98188              (206) 204-0507 (telephone)  <u>mele@thelastudio.net</u> (e-mail)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p>Scott J. Romano              City of Des Moines              21650 11<sup>th</sup> Avenue S              Des Moines, WA 98198              (206) 870-6539 (telephone)  <u>sromano@desmoineswa.gov</u> (e-mail)</p>

At the direction of the Des Moines City Council taken at an open public meeting on \_\_\_\_\_.

**Parkside Playground**

Project # **310.062.045**

Project Manager:  
 Lead Department:  
 Design Start Date:  
 Bid Opening:  
 Award:  
 Accepted by Council:  
 Retainage Released:

Est.      Actual

**Summary Project Description:**  
 Redesign and upgrades to this park -- new paths, play equipment, sport court upgrades.

<b>TOTAL PROJECT SCOPE</b>			
<b>Expenditures</b>	<b>1/1/17 Current CIP Budget</b>	<b>2017 CIP Supplemental Request</b>	<b>2017 Revised CIP Budget Estimate</b>
<b>Design</b>			
External Engineering	54,900	-	54,900
Internal Engineering/Project Mgmt	23,110	-	23,110
Permits	28,200	-	28,200
Other Misc (Advertise, Postage, Etc.)	4,000	-	4,000
<b>Prop/ROW/Easements</b>			-
<b>Construction</b>			-
Internal Engr-Proj Mgmt/ Inspect	10,000	-	10,000
Construction Contract 1 - Playground Constructio	258,470	-	258,470
Materials	12,129	-	12,129
<b>Other</b>			-
Interfund Financial Services 001.000.000.341.43.	4,468	-	4,468
Individual Items < \$5,000 KC Sports Center	25,000	-	25,000
<b>Contingencies</b>	28,770	-	28,770
<b>Total Project Expense Budget:</b>	<b>449,047</b>	<b>-</b>	<b>449,047</b>

<b>PROJECT ALLOCATIONS BY YEAR</b>					
<b>Project to Date 12/31/16</b>	<b>Estimated Year End 2017</b>	<b>Planned Year 2018</b>	<b>Planned Year 2019</b>	<b>Planned Year 2020</b>	<b>Planned Year 2021</b>
41,711	13,189				
13,133	9,977				
1,820	26,380				
2,277	1,723				
-	-				
-	10,000				
-	258,470				
12,129					
-					
683	3,785				
-	25,000				
-	28,770				
<b>71,753</b>	<b>377,294</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>Funding Sources</b>	<b>1/1/17 Current CIP Budget</b>	<b>2017 CIP Supplemental Request</b>	<b>2017 Revised CIP Budget Estimate</b>
CDBG Federal Grant (100%) \$50,000 Design	380,000	-	380,000
King County "I Can" Grant pass through	10,714	-	10,714
REET 2	33,333	-	33,333
King County - Sport Court	25,000	-	25,000
<b>Total Project Revenue Budget:</b>	<b>449,047</b>	<b>-</b>	<b>449,047</b>

<b>Project to Date 12/31/16</b>	<b>Scheduled Year 2017</b>	<b>Scheduled Year 2018</b>	<b>Scheduled Year 2019</b>	<b>Scheduled Year 2020</b>	<b>Scheduled Year 2021</b>
50,000	330,000				
10,714					
8,734	24,599				
-	25,000				
<b>69,448</b>	<b>379,599</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

Committed Cash:

**(2,305)**

111

111

Attachment #2

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**CONSULTANT SERVICES CONTRACT**  
**between the City of Des Moines and**  
**The LA Studio LLC**

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and The LA Studio LLC organized under the laws of the State of Washington, located and doing business at 15200 52<sup>nd</sup> Avenue South Suite 210, Seattle, WA 98188 (hereinafter the "Consultant").

**I. DESCRIPTION OF WORK.**

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

See attached Exhibit "A" – Consultant Scope and Fee Proposal, Consultant Exhibits A & B, and Consultant 2016 Hourly Billing Schedule, dated February 25, 2016; which is incorporated into this contract.

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

**II. TIME OF COMPLETION.** The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2016.

**III. COMPENSATION.**

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed **\$48,000.00** for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit "A" for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

CONSULTANT SERVICES CONTRACT  
*(Various)*

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

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

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

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

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

CONSULTANT SERVICES CONTRACT 2  
(Various)

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

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

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

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

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

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

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

CONSULTANT SERVICES CONTRACT 3  
(Various)

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

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

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

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

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

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

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

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

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

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

CONSULTANT SERVICES CONTRACT 4  
(Various)

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

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

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

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

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

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

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

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

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

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

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

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

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

**XVI. MISCELLANEOUS PROVISIONS.**

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

B. Resolution of Disputes and Governing Law.

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

CONSULTANT SERVICES CONTRACT 6  
(Various)

arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

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

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

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

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

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

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

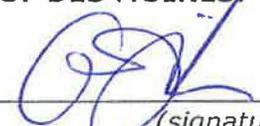
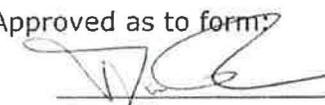
CONSULTANT SERVICES CONTRACT 7  
(Various)

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

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

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

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

<p><b>CONSULTANT:</b></p> <p>By: <u></u>  <small>(signature)</small></p> <p>Print Name: <u>Melvin K. Ecker</u></p> <p>Its: <u>OWNER</u>  <small>(Title)</small></p> <p>DATE: <u>2/20/2016</u></p>	<p><b>CITY OF DES MOINES:</b></p> <p>By: <u></u>  <small>(signature)</small></p> <p>Print Name: <u>Anthony A. Piasecki</u></p> <p>Its: <u>City Manager</u>  <small>(Title)</small></p> <p>DATE: <u>3/8/16</u></p> <p>Approved as to form:    <small>(Signature)</small>  City Attorney  DATE: <u>3/8/16</u></p>
---	---

<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CONSULTANT:</b></p> <p>Melvin R. Easter  The LA Studio LLC  15200 52<sup>nd</sup> Avenue South Suite 210  Seattle, WA 98188  (206) 204-0507 (telephone)  <a href="mailto:mele@thelastudio.net">mele@thelastudio.net</a> (e-mail)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p>Scott J. Romano  City of Des Moines  21650 11<sup>th</sup> Avenue South  Des Moines, WA 98198  (206) 870-6539 (telephone)  <a href="mailto:sromano@desmoineswa.gov">sromano@desmoineswa.gov</a> (e-mail)</p>
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CONSULTANT SERVICES CONTRACT 9  
*(Various)*

## EXHIBIT "A"



February 25, 2016

Mr. Scott Romano, Project Manager  
City of Des Moines  
21630 11<sup>th</sup> Avenue South, Suite A  
Des Moines, WA 98198

RE: **Parkside Park Renovation – Des Moines, WA**  
Landscape Architectural/Civil Engineering/Land Surveying Services

Our Project #: LA16-06

Mr. Romano,

Thanks for the opportunity to submit this **FINAL** scope of work and associated fees for the Parkside Park Renovation project. Our team: The LA Studio, LLC, The BlueLine Group LLC and Axis Surveying and Mapping are thrilled to have been selected to assist the city of Des Moines with design and implementation of the proposed park upgrades. We look forward to teaming with the City of Des Moines, King County CDBG and the Department of Ecology (DOE) to bring Parkside Park back to a quality-level that will once again make it a "destination" recreation facility for this Des Moines neighborhood.

**Summary of Proposed Park Improvements:**

- a. Clear vegetation – create (2) main and (2) auxiliary park entrances;
- b. Remove (35) trees to create a new 10' wide asphalt walkway (east);
- c. Remove and widen existing asphalt walkway from S 244<sup>th</sup> Street (accessible access);
- d. New 12' wide asphalt walkway from S 242<sup>nd</sup> Street;
- e. New 10' wide asphalt walkway from 26<sup>th</sup> Place S.;
- f. Remove/replace existing asphalt sport court;
- g. New basketball backboard and 8' high chain link fence(south side only);
- h. Add new asphalt pad and fitness equipment;
- i. Remove/replace 12" storm drain culvert;
- j. Add (1) picnic table, (1) bench, (2) trash cans (minimum required by CDBG funding program);
- k. Replace portions of existing, 6' chain link fence around park perimeter – where needed;
- l. Work with DOE to remove and replace approximately 10,000 CF of contaminated soils;
- m. Incorporate CDBG plaque into park improvements.

**Scope of Work**

**A. Design Phase/February 29, 2016 - March 18, 2016**

**Fee: \$15,250.00**

1. Site walk and initial scoping meeting with city staff, DOE and King County CDBG representative to review design objectives, involvement of the DOE related to contaminated soils, CDBG funding program, overall project funding and project timeline.
2. Axis Surveying and Mapping to prepare necessary site survey documentation followed by preparation of an electronic (AutoCAD) park base plan. This base plan will include necessary topographic and location information associated with the existing park elements/features. **Please Note:** we are not anticipating the need to locate/identify existing, individual trees.

15200 52nd Avenue South  
Suite 210  
Seattle, Washington 98188  
206.204.0507

[www.thelastudio.net](http://www.thelastudio.net)

3. Using the site base plan, The LA Studio, LLC will prepare a preliminary park layout plan which incorporates the elements outlined in the above Summary of Proposed Park Improvements. The Blueline Group will address preliminary grading and drainage issues as part of this preliminary design.
4. Meeting with City of Des Moines staff, King County CDBG and Department of Ecology to present/discuss design.
5. General project administration and coordination, including necessary meetings and/or phone calls. **Please Note:** No public meetings are anticipated in this scope of work.

**B. Construction Documents Phase/March 21, 2016 – May 13, 2016**

**Fee: \$23,750.00**

1. Based on feedback from City staff, King County CDBG and the DOE during the Design Phase, the design team will prepare 30% level construction documents. These will include: Overall Park Layout Plan; Enlarged Plans of Key Park Elements; Grading/Drainage Improvements, Preliminary Construction Details.
2. Submit 30% review sets to City of Des Moines, King County CDBG and DOE staff for review. Walk the park site with 30% documents and key staff members to confirm all required elements are being addressed to city's satisfaction.
3. City, King County CDBG and DOE to start providing spec and front end documents.
4. Prepare State Environmental Policy Act (SEPA) form for City of Des Moines review and processing. City staff member to sign the form as the project representative.
5. Prepare the Storm Water Pollution Prevention Plan (SWPPP) & NPDES Permit Coordination (If Required)
6. Based on feedback from 30% walk-thru, prepare the 90% level construction documents.
7. Prepare project specifications. City to provide required front-end and contract documents, DOE to provide their stock specifications and King County to provide required CDBG documentation.
8. Prepare an "opinion of probable cost" associated with implementation of the park improvements.
9. Finalize construction documents for building permit (if required), bidding and construction.
10. General project administration and coordination, including necessary meetings and/or phone calls.

**C. Bidding Phase/May 20, 2016 – June 10, 2016**

**Fee: \$2,500.00**

1. Work with City of Des Moines and King County CDBG staff to develop the competitive bid process, finalize the "Project Manual" and establish the bid date. Based on the timeline outlined in this proposal, a tentative bid date would be Monday, June 13, 2016.
2. Prepare and issue bid documents, including plans and specifications (project manual) to specified Plan Centers.
3. Respond to bidder questions and issue bid addendum(s) using the pre-determined format and process to insure a fair and competitive bid.
4. Review bids and assist the City/County with selection of a General Contractor. City/County to insure the selected GC meets all contractor qualifications and requirements.
5. City and General Contractor to sign construction contract, which will include the construction schedule, project substantial completion and closeout dates.
6. General project administration and coordination, including necessary meetings and/or phone calls.
7. Provide bid tabulations and letter of recommendation to award contract to apparent low bidder.

**D. Construction Administration Phase/July 11, 2016 – October 21, 2016**

**Fee: \$5,000.00**

1. Attend the project pre-construction meeting. Designated members of the design team, City staff and King County CDBG program should be in attendance. Ground rules will be established, including weekly site meetings, draw requests, and the process for submitting RFI's, submittals questions and design changes and other procedures will be established.
2. Attend site meetings as necessary (maximum 2 meetings per month), complete and submit meeting minutes and field reports prepare and sign draw requests.
3. Respond to Contractor questions, RFI's and shop drawing submittals in a timely fashion.
4. At project substantial completion, provide a "preliminary" followed by a "final" punch list.
5. Assist the city and contractor with final close out.
6. Prepare and submit final "as-built" documents.

Total Base Fixed Fee:	\$46,500.00
<u>Reimbursable Expenses (estimate)</u>	<u>\$ 1,500.00</u>
<b>Total Contract Amount:</b>	<b>\$48,000.00</b>

**General Notes & Assumptions**

1. This proposal assumes there will be no impacts or work associated with the existing wetland located in the southeast corner of the park property.
2. A drainage report and environmental studies/permits are not required and therefore not included in the scope of work.
3. HPA and other environmental permitting are not included in this proposal.
4. Agency and/or permitting fees are not included as part of the outlined fees.

Please see attached EXHIBIT A for a breakdown of the hourly fees associated with each phase of the project and Exhibit B for a summary of fees per consultant member.

Sincerely,

**The LA Studio, LLC**



Melvin R. Easter, PLA ASLA  
Landscape Architect / President

Attachments: Hourly Billing Schedule  
Exhibit A – Hourly Fee Summary  
Exhibit B – Consultant Fee Summary



February 25, 2016  
**PARKSIDE PARK RENOVATION – Des Moines, WA**

**EXHIBIT A**

Fee Breakdown (Hourly):

<u>Design Phase</u>	<u>Consultant</u>	<u>Task</u>	<u>Hours/Rate</u>	<u>Fee</u>	<u>Total</u>
	Surveyor			\$ 5,000	<u>\$5,000.00</u>
	Civil Engineer	Site Walk and Scoping Meeting	2.0 @ \$182/2.0 @ \$166	\$ 696	
		Preliminary Grading/Drainage Design	2.0 @ \$182/8.0 @ \$166/8.0 @ \$105	\$ 2,500	
		Project Coordination	2.0 @ \$182	\$ 364	
					<u>\$3,500.00</u>
	Landscape Architect	Site Walk and Scoping Meeting	2.5 @ \$100/2.5 @ \$130	\$ 575	
		Coordination with the Surveyor	2.0 @ \$100	\$ 200	
		Electronic Park Base Plan	7.0 @ \$80/2.0 @ \$100	\$ 760	
		Develop Park Layout Scheme(s)	16.0 @ \$100/2.0 @ \$130	\$ 1,860	
		Coordination with Consultant Team	6.0 @ \$100/2.0 @ \$130	\$ 860	
		Re-visit Site to Review Design Concepts	2.0 @ \$100/2.0 @ \$130	\$ 460	
		Preliminary Park Plan w/Options	14.0 @ \$80/4.0 @ \$100	\$ 1,600	
		Meeting with City/King County	2.5 @ \$100/2.5 @ \$130	\$ 575	
					<u>\$6,750.00</u>
					<b>\$15,250.00</b>

15200 52nd Avenue South  
 Suite 210  
 Seattle, Washington 98188  
 206.204.0507

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**EXHIBIT A (cont)**

Fee Breakdown (Hourly):

**Construction Documents Phase**

<u>Consultant</u>	<u>Task</u>	<u>Hours/Rate</u>	<u>Fee</u>	<u>Total</u>
Civil Engineer	30% Design/City Walk-thru	4.0 @ \$182/4.0 @ \$164	\$ 1,392	
	90% Design	2.0 @ \$182/12.0 @ \$166/\$20.0 @ \$105	\$ 4,456	
	Final Design/Specifications	2.0 @ \$182/10.0 @ \$166/12.0 @ \$105	\$ 3,284	
	NPDES & SWPPP Coordination	2.0 @ \$166/8.0 @ \$132	\$ 1,388	
				<b>\$10,500.00</b>
Landscape Architect	30% Design/City Walk-thru	20.0 @ \$80/7.0 @ \$100/3.0 @ \$130	\$ 2,690	
	Prepare SEPA Application	6.0 @ \$130	\$ 780	
	90% Design	40.0 @ \$80/16.0 @ \$100/2.0 @ \$130	\$ 5,060	
	Prepare Opinion of Probable Cost	8.0 @ \$100	\$ 800	
	Final Design/Specifications	20.0 @ \$80/8.0 @ \$100	\$ 2,400	
	Coordination with Consultant Team	8.0 @ \$100/2.0 @ \$130	\$ 1,060	
	Final Meeting with City/King County	2.0 @ \$100/2.0 @ \$130	\$ 460	
				<b>\$13,250.00</b>
				<b>\$23,750.00</b>
<b>Bidding Phase</b>				
<u>Consultant</u>	<u>Task</u>	<u>Hours/Rate</u>	<u>Fee</u>	<u>Total</u>
Civil Engineer	General Assistance	6.0 @ \$166	\$ 996	
				<b>\$1,000.00</b>
Landscape Architect	Compile Project Manual	5.0 @ \$100	\$ 500	
	Prepare and issue Bid Documents	3.0 @ \$80	\$ 240	
	Respond to Bidder Questions	3.0 @ \$100	\$ 300	
	Review Bids	2.0 @ \$100/1.0 @ \$130	\$ 330	
	Bid tabulations/recommendation	2.0 @ \$100	\$ 200	
				<b>\$1,500.00</b>
				<b>\$2,500.00</b>

**EXHIBIT A (cont)**

Fee Breakdown (Hourly):

**Construction Phase**

<u>Consultant</u>	<u>Task</u>	<u>Hours/Rate</u>	<u>Fee</u>	<u>Total</u>
Civil Engineer	Pre-Construction Meeting	2.0 @ \$166	\$ 332	
	General Project Coordination	1.0 @ \$182/6.0 @ \$166	\$ 1,178	
				<hr/> <u>\$1,500.00</u>
Landscape Architect	Pre-Construction Meeting	2.0 @ \$100	\$ 200	
	Attend Site Meetings/Monthly Draw	16.0 @ \$100	\$ 1,600	
	Respond to Questions, RFIs, Etc.	8.0 @ \$100	\$ 800	
	Preliminary and Final Punch Lists	6.0 @ \$100	\$ 600	
	As-Built Documents	4.0 @ \$80	\$ 320	
				<hr/> <u>\$3,500.00</u>
				<b><u>\$5,000.00</u></b>



February 25, 2016  
 Parkside Park Renovation – Des Moines, WA

**EXHIBIT B**  
 Fee Summary:

A. Design Phase	Axis Surveying & Mapping	\$ 5,000.00
	The Blueline Group	\$ 3,500.00
	<u>The LA Studio, LLC</u>	<u>\$ 6,750.00</u>
		<b>\$15,250.00</b>
B. Construction Documents Phase	The Blueline Group	\$10,500.00
	<u>The LA Studio, LLC</u>	<u>\$13,250.00</u>
		<b>\$23,750.00</b>
C. Bidding Phase	The Blueline Group	\$ 1,000.00
	<u>The LA Studio, LLC</u>	<u>\$ 1,500.00</u>
		<b>\$ 2,500.00</b>
D. Construction Administration Phase	The Blueline Group	\$ 1,500.00
	<u>The LA Studio, LLC</u>	<u>\$ 3,500.00</u>
		<b>\$ 5,000.00</b>
BASE FIXED FEE AMOUNT:		\$46,500.00
Reimbursable Expenses:		\$ 1,500.00
<b>TOTAL CONTRACT AMOUNT:</b>		<b>\$48,000.00</b>

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## 2016 Hourly Billing Schedule

Title	Rate Per Hour
Principal Landscape Architect	\$130
Director of Landscape Architecture	\$110 - \$125
Project Manager	\$100 - \$120
Project Landscape Architect	\$75 - \$90
Landscape Designer	\$65 - \$80
Landscape Designer (Intern)	\$50 - \$60
Technical/Support Staff	\$50 - \$60

The following expenses are considered reimbursable and will be included in the monthly invoice:

- Miscellaneous office costs - printing, long distance phone calls, fax transmissions, etc.;
- Maps and other documents purchased to assist with the planning and design process;
- Expert Witness Rate shall be 125% of the Principal billing rate.
- Outside reproductions will be billed at cost plus a 10 % markup;
- Automobile travel from the office will be billed at the current IRS rate;
- Miscellaneous travel costs such as airfare, hotels, automobile rental, meals, etc. will be billed at cost plus a 10% markup.

In-House Reproductions are billed at the following rates:

8 ½ x 11 – B&W:	\$ .10 each
8 ½ x 11 – Color:	\$ .75 each
11 x 17 – B&W:	\$ .20 each
11 x 17 – Color:	\$1.25 each
Large Format – B & W:	\$ .30/square foot
Large Format – Color:	\$ 3.00/square foot
Reductions/Enlargements:	\$ .80/square foot
Mounting:	\$ 4.25/square foot

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 Seattle, Washington 98188  
 206.204.0507

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LASTUDI-01 ABENSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hub International Northwest LLC 200 1st Avenue West Suite 500 Seattle, WA 98119	<b>CONTACT NAME:</b> Annette Benson <b>PHONE (A/C No. Ext.):</b> (425) 489-4500 <b>FAX (A/C No.):</b> (425) 489-8489 <b>EMAIL ADDRESS:</b> annette.benson@hubinternational.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Mutual of Enumclaw Insurance Company      14781 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b>  The LA Studio, LLC Mel Easter 15200 52nd Ave So. #210 Seattle, WA 98188	

COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	BOP00103040	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		BOP00103040	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		BOP00103040	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	BOP00103040	07/01/2015	07/01/2016	PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The certificate holder is an additional insured per form BP 0451 attached if required by written agreement, contract or permit as respects work performed by the insured for the certificate holder.

<b>CERTIFICATE HOLDER</b>  City of Des Moines 21650 11th Ave. So. Des Moines, WA 98198	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**BUSINESSOWNERS**  
**BP 04 51 01 06**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
 CONTRACTORS – WITH ADDITIONAL INSURED  
 REQUIREMENT IN CONSTRUCTION CONTRACT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

The following is added to Paragraph C. Who Is An Insured in Section II – Liability:

3. Any person(s) or organization(s) for whom you are performing operations is also an additional insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be included as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
- a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf;

In the performance of your ongoing operations for the additional insured.

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed or the contractor's agreement is terminated.





CERTIFICATE OF LIABILITY INSURANCE

LASTUDI-01 ABENSON

DATE (MM/DD/YYYY)  
3/8/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hub International Northwest LLC 200 1st Avenue West Suite 500 Seattle, WA 98119	CONTACT NAME: <b>Annette Benson</b>	
	PHONE (AG, No, Est): <b>(425) 489-4500</b>	FAX (AG, No): <b>(425) 489-8489</b>
E-MAIL ADDRESS: <b>annette.benson@hubinternational.com</b>		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: <b>Mutual of Enumclaw Insurance Company</b>		<b>14761</b>
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED  
The LA Studio, LLC  
Mol Easter  
16200 52nd Ave So. #210  
Seattle, WA 08188

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER		X	BOP00103040	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MCD EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BOP00103040	07/01/2015	07/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEF <input checked="" type="checkbox"/> RETENTIONS 0			BOP00103040	07/01/2015	07/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUSION? (Mandatory In HI) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	BOP00103040	07/01/2015	07/01/2016	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 The certificate holder is an additional insured per form BP0451 attached if required by written agreement, contract or permit as respects work performed by the insured for the certificate holder. This policy is primary.

CERTIFICATE HOLDER King County Dept of Community & Human Services Community Development Section 401 - 5th Ave. #510 Seattle, WA 98104	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Mark S. [Signature]</i>
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BUSINESSOWNERS  
BP 04 51 01 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – WITH ADDITIONAL INSURED  
REQUIREMENT IN CONSTRUCTION CONTRACT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM**

The following is added to Paragraph C, Who Is An Insured in Section II – Liability:

3. Any person(s) or organization(s) for whom you are performing operations is also an additional insured, if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be included as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
  - a. Your acts or omissions; or
  - b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed or the contractor's agreement is terminated.



LASTUDI-01 ABENSON

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
3/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Hub International Northwest LLC 12100 NE 195th St. Suite 200 Bothell, WA 98011	<b>CONTACT NAME:</b> Annette Benson <b>PHONE (AC, Ho, Ext):</b> (425) 489-4500 <b>E-MAIL ADDRESS:</b> customerservice@lovstadworthington.com		<b>FAX (AC, No):</b> (425) 489-8489
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> The LA Studio, LLC Mel Easter 15200 52nd Ave So. #210 Seattle, WA 98108	<b>INSURER A:</b> Travelers Casualty and Surety Company		<b>NAIC #</b> 19038
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/ AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab.			105633822	07/01/2015	07/01/2016	see below

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 \$1,000,000 Each Claim  
 \$2,000,000 All Claims

<b>CERTIFICATE HOLDER</b> King County Dept of Community & Human Services Community Development Services 401 - 5th Ave. #610 Seattle, WA 98104	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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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: 24th Avenue South Sidewalk Improvements, S 224<sup>th</sup> Street to S 227<sup>th</sup> Place, 2016-2017 On-Call General Engineering Services, Parametrix, Inc. Preliminary Engineering Task Assignment

**ATTACHMENTS:**

1. Parametrix, Inc. 2016-2017 On-Call Formal Task Assignment 2016-04.01
2. CIP Project Budget Worksheet

FOR AGENDA OF: February 16, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: February 8, 2017

**CLEARANCES:**

- Community Development N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Public Works FBC

CHIEF OPERATIONS OFFICER: DJB

- Legal SG
- Finance AM
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this agenda item is for City Council to approve 2016-2017 On-Call Task Assignment 2016-4.01 with Parametrix, Inc. (Attachment 1) to provide engineering and permitting services for the 24<sup>th</sup> Avenue South Sidewalk Improvements, S 224<sup>th</sup> Street to S 227<sup>th</sup> Place. The following motion will appear on the consent calendar:

**Suggested Motions**

**Motion:** "I move to approve 2016-2017 On-Call General Engineering Services Task Assignment 2016-04.01 with Parametrix, Inc. to provide engineering and permitting services for the 24<sup>th</sup> Avenue South Sidewalk Improvements, S 224<sup>th</sup> Street to S 227<sup>th</sup> Place, in the amount of \$83,844.38, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted."

## **Background**

In November 2011, as a part of the H.E.A.L. grant, the City developed a City of Des Moines Safe Routes to School Project Report (SRTS). This report provides a summary of priority Safe Routes to School projects for the five public elementary schools in the City. The projects were selected to enhance safety for students and families walking to school.

The 24<sup>th</sup> Avenue Sidewalk Improvements project is a top priority for the Midway Elementary School and had the highest ranking within the City's SRTS report. Over the years, staff has received concerns from the community regarding pedestrian safety along 24<sup>th</sup> Avenue South. Given that there is a concentrated presence of children along this corridor, the potential for pedestrian/vehicle incident is increased due to a child's lower awareness of risk and increased impulsive behavior.

In May of 2011, the City submitted a grant application to the 2012 WSDOT Safe Routes to School program for the 24<sup>th</sup> Avenue South Sidewalk Improvements. Unfortunately, staff was notified in late 2011 that the project was not placed on the recommended prioritized funding list for the Safe Routes to School program through WSDOT local programs.

The City has also experienced a number of storm drainage conveyance issues along 24<sup>th</sup> Avenue South. The existing infrastructure lacks the necessary flow capacity and its condition has deteriorated substantially. A majority of the existing conveyance is corrugated metal pipe, which the City no longer installs due to its long term maintenance issues.

Transportation and storm water improvements on 24<sup>th</sup> Avenue South are an element of the City of Des Moines Comprehensive Plan and an adopted element of the Capital Improvement Plan. This section of 24<sup>th</sup> Avenue South will be widened to accommodate a center turn lane, bicycle lanes, curbs, gutters, sidewalks, landscape strip, enhanced pedestrian crossings, LED street lighting, undergrounding of utilities and storm drainage improvements along the east side of 24<sup>th</sup> Avenue South between South 224<sup>th</sup> Street and South 226<sup>th</sup> Street. Additionally, storm drainage improvements will extend south, along the east side of 24<sup>th</sup> Avenue South, to South 227<sup>th</sup> Place.

## **Discussion**

Consultant services are needed to complete the design and permitting for the 24<sup>th</sup> Avenue South Sidewalk Improvements due to limited City Staff and resource availability. Additionally, having previously retained Parametrix, Inc. for the initial survey of 24<sup>th</sup> Avenue South, engineering efficiencies can be realized.

This Task Assignment with Parametrix, Inc. will focus on final Plans, Specifications, and Estimate (PS&E). These efforts will allow project advancement into construction subject to City Council approval.

## **Alternatives**

### *Alternative 1*

City Council can elect not to pursue the project and not approve the on-call task assignment with Parametrix, Inc. to complete engineering and permitting for the 24<sup>th</sup> Avenue South Sidewalk Improvements. This will delay construction of the project and local funds could be re-directed to another project.

*Alternative 2*

City Council can elect not to approve the approve the on-call task assignment with Parametrix, Inc. to complete engineering and permitting for the 24<sup>th</sup> Avenue South Sidewalk Improvements, and solicit for proposals utilizing alternate on-call consultants or through public solicitation. This will significantly delay the project and eliminate benefits associated with prior efforts made with Parametrix, Inc. on 24<sup>th</sup> Avenue South.

**Financial Impact**

The City's CIP Budget Worksheet (Attachment 2) includes funding for the expenditures in the Task Assignment.

**Recommendation**

Staff recommends adoption of the motion.

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### Formal Task Assignment Document

Task Number 2016-04.01

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

Location of Project: East side of 24th Ave. S between S 224th St. and S 227th Place, Des Moines, WA

Project Title: 24th Avenue South Sidewalk Improvements

Maximum Amount Payable Per Task Assignment: \$83,844.38

Completion Date: December 31, 2018

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

See attached scope of work and budget estimate detail and summary.

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

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

Consultant Signature:  Date: 2/6/2017

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

## Amendment 1 - SCOPE OF WORK

### City of Des Moines 24th Avenue South Sidewalk Improvements

#### INTRODUCTION

The City requested that Parametrix prepare this supplemental scope of work to complete plans, specifications and an estimate for sidewalk improvements to 24th Avenue. This project will construct approximately 650 linear feet of bike lane, planter strip, and 6-foot-wide sidewalk along the east side of 24th Avenue South between South 224th Street and South 226th Street. Additionally, existing ditches along the east side of 24th Avenue South will be replaced with enclosed storm sewer pipe and catch basins. The existing 18-inch-diameter storm sewer pipe between South 226th Street and South 227th Place will be replaced with a new 36-inch-diameter storm sewer pipe for improved surface water conveyance.

The design is assumed to include the following specific improvements:

- Curb, gutter, planter strip (3- feet to 4-feet wide where feasible) and sidewalk (6-feet wide) on the east side of 24th Avenue South between South 224th Street and South 226<sup>th</sup> Street.
- New/replaced curb ramps and driveway approaches on the east side of 24th Avenue South between South 224th Street and South 226<sup>th</sup> Street.
- Enhanced overhead pedestrian crossing signage at the mid-block crossing between South 224th Street and South 226th Street, and at the South 226th Street intersection.
- New street lighting on the east side of 24th Avenue South between South 224th Street and South 226<sup>th</sup> Street.
- Replace existing storm sewer system with new 36-inch diameter storm sewer from South 224<sup>th</sup> Street to South 227<sup>th</sup> Place.
- Utility undergrounding between South 224th Street and South 226<sup>th</sup> Street.

#### PROJECT SCHEDULE

It is assumed that notice to proceed will be given by the City on February 13, 2017. Preliminary Design will then be completed by March 31, 2017 and Final Bidding Documents (assuming that construction funding is available) will be completed by June 30, 2017.

## SCOPE OF WORK (continued)

**PHASE 02 – DESIGN****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.
- 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.

**Task 2 – Roadway Design****Goal**

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

**Approach****Task 2.1 Preliminary Roadway Design**

Parametrix will use the preliminary design completed under the initial task request to prepare an opinion of cost.

**Deliverables**

Deliverables for Task 2.1 include the following:

- Preliminary opinion of cost in MS Excel format.

## SCOPE OF WORK (continued)

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### Assumptions

Following are the assumptions for Task 2.1:

- The preliminary opinion of cost will be based on the preliminary design completed under the previous task order.

### Task 2.2 Final Roadway Design

- Parametrix will prepare 90% plans and contract documents in accordance with the City's design guidelines.
- Anticipated plan sheets include the following:
  - Cover Sheet and Legend (assume 2 sheets).
  - Typical Sections (assume 1 sheet).
  - Demolition and TESC Plans (assume 3 sheets).
  - Roadway Plan/Profile (assume 2 sheets).
  - Landscape and Irrigation Plans (assume 2 sheets).
  - Joint Utility Trench and Illumination Plans (assume 2 sheets).
  - Channelization, Signage and Enhanced Pedestrian Signage Plans (3 sheets).
  - Ramp/Driveway Details (1 Sheets).
  - Misc. Details and Standard Plans (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 final bidding documents.

### Deliverables

Deliverables for Task 2.2 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, half-size (11-inch by 17-inch) plans, and an electronic (PDF) copy of the same.
- Final bidding documents will include five (5) sets of contract documents including contract specifications, half-size (11-inch by 17-inch) 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 2.2:

- Parametrix will use the legal documents and contract boilerplate provided to Parametrix for previous projects.

## SCOPE OF WORK (continued)

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- The contract documents will be prepared using the 2016 WSDOT Standard Specifications.
- Costs for assembling complete bidding documents and the final opinion of cost includes Schedule A for Roadway and Schedule B for Storm Sewer shall be included in task 2.2.

### Task 3 – Storm Sewer Design

#### Goal

To prepare storm sewer plans, contract documents, and opinion of cost for review by the City, and subsequently prepare final plans, contract bid documents, and opinion of cost for bidding.

#### Approach

##### Task 3.1 Preliminary Storm Sewer Design

Parametrix will prepare preliminary plans to approximately a 30% design level. The design will establish the layout, size and location of structures for the new storm sewer system. The City will review the preliminary plans and opinion of cost to ensure that the project meets the public needs and is constructible within established budget parameters.

- 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:
  - Storm Sewer Plan/Profile (assume 3 sheets).
- Parametrix will prepare a stormwater technical memorandum documenting how the project will meet the minimum LID requirements of the City's adopted stormwater manual.
- Parametrix will prepare an opinion of cost based on the preliminary plans.

#### Deliverables

Deliverables for Task 3.1 include the following:

- Half-size (11-inch by 17-inch) preliminary plans in electronic format (PDF).
- Preliminary opinion of cost in MS Excel format.
- Stormwater technical information report in electronic format (PDF).

#### Assumptions

Following are the assumptions for Task 3.1:

- Documents and figures will be prepared using Parametrix's internal company production standards.
- The new impervious surface area created by the bike lane and new sidewalks is anticipated to require stormwater mitigation. Our intent is to use pervious cement concrete for the sidewalks and therefore the design of permanent stormwater control facilities is not included.
- Parametrix will use the base map prepared under a separate task assignment. No additional mapping or survey work is included in this scope of services.

## SCOPE OF WORK (continued)

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- Comments received on the preliminary design will be incorporated into the 90% plans, specifications, and opinion of cost included in Task 2.2 and 3.2.

### Task 3.2 Final Storm Sewer Design

- Parametrix will prepare 90% plans and contract documents in accordance with the City's design guidelines.
- Anticipated plan sheets include the following:
  - Storm Sewer Plan/Profile (assume 3 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 final bidding documents.

### Deliverables

Deliverables for Task 3.2 include the following:

- Draft 90% plans and contract documents (see task 2.2)
- Final plans will be prepared and included in final bidding documents (see task 2.2).
- Parametrix will provide an electronic copy of the final opinion of cost (see task 2.2).

### Task 4 – SEPA Checklist

#### Goal

To prepare a SEPA checklist for processing by the City.

#### Approach

- Parametrix will complete a SEPA checklist for processing by the City.

#### Deliverables

Deliverables for Task 4 include the following:

- SEPA Checklist in MS Word or PDF format.

#### Assumptions

Following are the assumptions for Task 4:

- The City will provide SEPA checklist requirements that are specific to the City of Des Moines including available forms, etc.
- It is anticipated that no sensitive areas will be impacted by the project based on available GIS data. The budget estimate for this task assumes no additional effort will be necessary other than preparing a complete SEPA checklist.

## SCOPE OF WORK (continued)

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### Task 5 – Coordination

#### Goal

To successfully coordinate the proposed improvements with utility purveyors, adjacent property owners, and the City's street light vendor (INTOLIGHT).

#### Approach

- Parametrix will facilitate up to four (4) utility coordination meetings with utility purveyors on the project including power, telephone, cable, and/or internet providers to accomplish the conversion of overhead utilities into an underground joint utility trench.
- Parametrix will prepare a utility conflict plan showing anticipated conflicts between the proposed roadway, sidewalk, and storm sewer improvements and existing overhead and underground utilities.
- Parametrix will assist the City in negotiating a Schedule 74 conversion with Puget Sound Energy and will prepare joint utility trench plans (included in Tasks 2 and 3) that will be used by the contractor to facilitate the conversion of the overhead utilities to the new underground trench.
- Parametrix will coordinate with INTOLIGHT for the specification of new street lights that will be installed by the City's contractor and maintained by INTOLIGHT.
- Parametrix will assist the City in coordinating with adjacent property owners for the reconstruction of driveways and temporary construction impacts.

#### Deliverables

Deliverables for Task 5 include the following:

- Utility Conflict Plan (11-inch by 17-inch) in PDF format.
- Meeting Agendas and Notes (if applicable).
- Temporary Construction Permits (if applicable).

#### Assumptions

Following are the assumptions for Task 5:

- The budget for Task 5 includes time for preparation and attendance in up to four (4) utility coordination meetings located at the City of Des Moines (or Parametrix, if preferred).
- Joint utility trench plans are included in Tasks 2 and 3.

### Task 6 – Geotechnical Investigation & Report

#### Goal

To provide necessary sub-surface information needed to comply with the 2016 King County Surface Water Design Manual (2016 KCSWDM); specifically long term infiltration rates to establish feasibility of the use of LID BMPs.

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 SCOPE OF WORK (continued)
 

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### Approach

Icicle Creek Engineers will perform the sub-surface explorations and provide long term infiltration rates consistent with the requirements of the 2016 KCSWDM. A scope of services including deliverables and assumptions for this task is attached for reference.

### Task 7 – 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.

#### 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.

#### 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 8 – Additional Services

Parametrix is able to provide additional services including services during construct. Additional services will be authorized by the City under a separate task order.

Client: City of Des Moines  
 Project: TA 2016-04.01 24th Avenue South Sidewalk Improvements

	Austin Fisher	Cynthia Clark	John M. Betzvog	Marc E. Kendall	Michael S. Phelps	Lori D. Bernardini	Rick Hermes	Darren Sandeno	Christy Pope	Amanda B. Lucas	Michelle Langi
	Sr Consultant	Sr Engineer	Designer III	Engineer IV	Sr Planner	Scientist/ Biologist III	Sr Consultant	Sr Planner	Project Controls Specialist	Sr Publications Specialist	Project Accountant

**Budget Detail**

Burdened Rates:

Phase	Task	Description	Labor Dollars	Labor Hrs	\$238.49	\$215.38	\$112.60	\$138.39	\$158.98	\$125.95	\$236.10	\$180.21	\$111.40	\$93.46	\$90.62
02		24th Avenue Sidewalks	\$79,574.38	543	109	16	254	62	4	12	10	14	8	48	6
	01	Project Management & QA/QC	\$8,355.22	47	13	16							8	4	6
		Monthly Progress Reports	\$3,001.25	23	5								8	4	6
		QA/QC	\$5,353.97	24	8	16									
	02	Roadway Design	\$25,650.99	204	8		112	46				14			24
		Preliminary Opinion of Cost	\$727.18	6			4	2							
		Final Roadway Design	\$15,297.49	126			82	28				8			8
		90% Plans	\$15,297.49	126			82	28				8			8
		Cover Sheet & Legend (2)	\$1,198.05	12			4								8
		Typ. Sections (1)	\$900.80	8			8								
		Demolition & TESC Plans (3)	\$900.80	8			8								
		Roadway Plan/Profile (2)	\$1,801.62	16			16								
		Landscape & Irrigation (2)	\$1,666.85	10			2					8			
		Joint Utility Trench & Illum (2)	\$1,904.78	16			12	4							
		Chan, Sign & Enh. Ped Sign. (3)	\$4,672.57	36			12	24							
		Ramp/Driveway Details (1)	\$1,351.22	12			12								
		Misc. Details and Stand. Plans	\$900.80	8			8								
		90% Contract Specifications	\$5,042.80	40	4		10	8				2			16
		90% Opinion of Cost	\$2,291.76	16	2		8	4				2			
		Final Contract Documents	\$2,291.76	16	2		8	4				2			
	03	Storm Sewer Design	\$30,090.55	206	48		128				10				20
		Prel. Storm Sewer Design	\$18,006.34	116	34		72				6				4
		Storm Sewer Plan/Profile (3)	\$6,932.52	46	10		32				4				
		Stormwater Technical Memo	\$9,700.82	60	24		32								4
		Preliminary Opinion of Cost	\$1,373.00	10			8				2				
		Final Storm Sewer Design	\$12,084.21	90	14		56				4				16
		Storm Sewer Plan/Profile (3)	\$4,075.42	34			32				2				
		90% Contract Specifications	\$5,677.04	42	8		16				2				16
		90% Opinion of Cost	\$2,331.75	14	6		8								
	04	SEPA Checklist	\$2,147.36	16					4	12					
	05	Coordination	\$8,613.61	46	24		6	16							
		Utility Coordination Meetings (3)	\$1,907.92	8	8										
		Utility Conflict Plan	\$675.61	6			6								
		Additional Coordination	\$6,030.08	32	16			16							
		INTOLIGHT	\$2,061.08	12	4			8							
		PSE (Sched. 74)	\$2,061.08	12	4			8							
		Property Owner Coord.	\$1,907.92	8	8										
	06	Geotechnical (ICE)	(see below)												
	07	Bidding Assistance	\$4,716.65	24	16		8								
		Expenses	(see below)												

**SUBCONSULTANTS**

Subconsultant Name	Amount
Icicle Creek Engineers	\$4,000.00
<b>Subconsultant Total:</b>	<b>\$4,000.00</b>

**DIRECT EXPENSES:**

Description	Amount
Mileage	\$270.00
<b>Expense Total:</b>	<b>\$270.00</b>

**Project Total: \$83,844.38**





February 2, 2017

Austin Fisher, PE  
Parametrix, Inc.  
1019 – 39<sup>th</sup> Avenue NE, Suite 100  
Puyallup, Washington 98374

Proposal  
Preliminary Hydrogeologic Services  
24<sup>th</sup> Avenue South Sidewalk Improvements  
City of Des Moines  
Des Moines, Washington  
ICE File No. 1082-002

## **INTRODUCTION**

Icycle Creek Engineers (ICE) is pleased to submit our Proposal for preliminary hydrogeologic services related to the 24<sup>th</sup> Avenue South sidewalk improvements in the City of Des Moines. Austin Fisher, PE of Parametrix, requested that ICE provide these services to supplement the design of a portion of this project.

## **PROJECT DESCRIPTION**

We understand that this project will include approximately 650 linear feet of new sidewalk, curb and gutter along the east side of 24<sup>th</sup> Avenue South between South 224<sup>th</sup> Street and South 226<sup>th</sup> Street. Preliminary hydrogeological support is needed for the new sidewalk where pervious concrete is planned.

## **SCOPE OF SERVICES**

The purpose of our services is to review available information and complete limited subsurface exploration and field testing as a basis for providing preliminary hydrogeologic criteria for the pervious concrete sidewalk. Specifically, our services will include the following:

- Review readily available information including geologic reports on file with the US Geological Survey, Washington State Department of Natural Resources and our in-house library and files.
- Evaluate subsurface soil conditions by observing the excavation of two test holes to depths of about 3 feet.
- Evaluate the field infiltration rate at the test hole locations using the EPA Falling Head Test.
- Evaluate soil infiltration characteristics based on the results of our visual classification of soils and the field infiltration tests.
- Summarize the results of our services in a written report including observations, test results, conclusions and recommendations.

## **SCHEDULE**

We are prepared to begin our services within two weeks following authorization to proceed. We will provide a written draft report for your review and comment within two weeks following completion of our field services.

Austin Fisher, PE  
Parametrix, Inc.  
February 2, 2017  
Page 2

**FEE ESTIMATE ASSUMPTIONS**

Our fee estimate is based on the following assumptions:

- Parametrix will provide ICE with up-to-date preliminary plans describing/showing the proposed conceptual 24<sup>th</sup> Avenue South sidewalk improvements (minimum of sidewalk location).
- ICE will coordinate with Parametrix and the City of Des Moines for site access and scheduling.
- The City of Des Moines will be responsible for the utility locate.
- The City of Des Moines will provide 1) labor and equipment to excavate two test holes to depths of at least 3 feet and 2) a water source (hydrant tap) and enough hose to extend to the test hole/infiltration test sites.
- Our field services will be completed in one field day with up to 8 hours on site.
- No permits, utility locate, traffic control services, lab testing or meetings are included in our scope of services.

**FEE ESTIMATE**

We propose to accomplish these services on a time-and-expense basis in accordance with the rates indicated on the attached Schedule of Charges and the terms of Parametrix contract documents to be negotiated with ICE for the purpose of this project. We estimate that the fees for the scope of services described above will be **\$4,000 (not to exceed)**. Our fees are summarized below.

ICE Field Services (Test Holes and Field Infiltration Testing)	1,800
Review, Analysis, Report Preparation and Project Management	2,200
<b>Total Fee Estimate</b>	<b>\$ 4,000</b>

\*\*\*\*\*

We appreciate the opportunity to submit this Proposal. If you have any questions concerning this document, please call.

Yours very truly,  
Icicle Creek Engineers, Inc.



Kathy S. Killman LEG  
Principal Engineering Geologist

Document ID: 1082002.proposal7  
Attachment: 2017 Schedule of Charges  
Submitted via email (pdf)



## 2017 SCHEDULE OF CHARGES

### COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule of charges.

#### Personnel Category

Principal	\$195/hour
Senior Project	\$162/hour
Project	\$134/hour
Senior Staff	\$114/hour
Staff	\$103/hour
Senior Technician	\$91/hour
Technician	\$84/hour
Support	\$79/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court or hearing testimony will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made.

#### Equipment

Miscellaneous geotechnical field equipment, including water measurement and sampling equipment, survey equipment, hand auger, per equipment item, per day	\$10
Nuclear moisture-density gauge, per half-day/full-day	\$20/\$40
Lab testing equipment, per hour	\$10
Vehicle usage, per mile (or IRS allowable rate)	\$0.535

Specialized equipment or disposable field supplies will be quoted on a per-job basis

#### Geotechnical Laboratory Tests

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.

### OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost. This includes shipping charges, permit fees, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling and excavating subcontractors, construction equipment, watercraft, aircraft, and special insurance which may be required.

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<b>TOTAL PROJECT SCOPE</b>			
<b>Expenditures</b>	<b>1/1/17 Current CIP Budget</b>	<b>2017 CIP Supplemental Request</b>	<b>2017 Revised CIP Budget Estimate</b>
<b>Design</b>			
External Engineering (Parametrix)	53,024	2,000	55,024
Internal Engineering/Project Mgmt	30,538	-	30,538
Other Professional Services	7,622	-	7,622
<b>Prop/ROW/Easements</b>			-
External Engineering	7,230	-	7,230
Internal Engineering	2,000	-	2,000
<b>Construction</b>			-
External Engineering	33,409	-	33,409
Internal Engr-Proj Mgmt/ Inspect	8,000	-	8,000
Construction Contract 1	200,000	-	200,000
<b>Other</b>			
Interfund Financial Services	3,833	-	3,833
<b>Contingencies</b>	50,000	(2,000)	48,000
<b>Total Project Expense Budget:</b>	<b>395,656</b>	<b>-</b>	<b>395,656</b>

<b>PROJECT ALLOCATIONS BY YEAR</b>					
<b>Project to Date 12/31/16</b>	<b>Estimated Year End 2017</b>	<b>Planned Year 2018</b>	<b>Planned Year 2019</b>	<b>Planned Year 2020</b>	<b>Planned Year 2021</b>
3,024	52,000				
20,538	10,000				
7,622					
-	7,230				
-	2,000				
-	33,409				
-	8,000				
-	200,000				155
66	3,767				
-	48,000				
<b>31,250</b>	<b>364,406</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>Funding Sources</b>	<b>1/1/17 Current CIP Budget</b>	<b>2017 CIP Supplemental Request</b>	<b>2017 Revised CIP Budget Estimate</b>
Traffic Safety Program (ASE) Use 2nd	268,391	-	268,391
Traffic Impact Fees - City Wide Use 1st	127,265	-	127,265
<b>Total Project Revenue Budget:</b>	<b>395,656</b>	<b>-</b>	<b>395,656</b>

<b>Project to Date 12/31/16</b>	<b>Scheduled Year 2017</b>	<b>Scheduled Year 2018</b>	<b>Scheduled Year 2019</b>	<b>Scheduled Year 2020</b>	<b>Scheduled Year 2021</b>
207,705	60,686				
-	127,265				
<b>207,705</b>	<b>187,951</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**24th Ave Pipeline Replace/Upgrade**

Project # **451.815.040**

*Summary Project Description:*

<b>TOTAL PROJECT SCOPE</b>			
<b>Expenditures</b>	<b>1/1/17 Current CIP Budget</b>	<b>2017 CIP Supplemental Request</b>	<b>2017 Revised CIP Budget Estimate</b>
<b>Design</b>			
External Engineering	30,000	2,000	32,000
Internal Engineering/Project Mgmt	-	5,000	5,000
<b>Prop/ROW/Easements</b>			-
<b>Construction</b>			-
External Engineering	20,000	-	20,000
Internal Engr-Proj Mgmt/ Inspect	4,000	-	4,000
Construction Contract 1	168,100	-	168,100
<b>Other</b>			
Interfund Financial Services	2,600	-	2,600
<b>Contingencies</b>	38,000	(7,000)	31,000
<b>Total Project Expense Budget:</b>	<b>262,700</b>	<b>-</b>	<b>262,700</b>

<b>PROJECT ALLOCATIONS BY YEAR</b>					
<b>Project to Date 12/31/16</b>	<b>Estimated Year End 2017</b>	<b>Planned Year 2018</b>	<b>Planned Year 2019</b>	<b>Planned Year 2020</b>	<b>Planned Year 2021</b>
-	32,000				
-	5,000				
-	20,000				
-	4,000				
-	168,100				
-	2,600				
-	31,000				
<b>-</b>	<b>262,700</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>Funding Sources</b>	<b>1/1/17 Current CIP Budget</b>	<b>2017 CIP Supplemental Request</b>	<b>2017 Revised CIP Budget Estimate</b>
SWM Capital Fund Balance	262,700	-	262,700
<b>Total Project Revenue Budget:</b>	<b>262,700</b>	<b>-</b>	<b>262,700</b>

<b>Project to Date 12/31/16</b>	<b>Scheduled Year 2017</b>	<b>Scheduled Year 2018</b>	<b>Scheduled Year 2019</b>	<b>Scheduled Year 2020</b>	<b>Scheduled Year 2021</b>
-	262,700				
<b>-</b>	<b>262,700</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

## A G E N D A I T E M

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

SUBJECT: City Council Rules of Procedure  
Updates

ATTACHMENTS:

1. Draft Resolution No. 16-209
2. Rules of Procedure (Updated April 2012)

FOR AGENDA OF: February 16, 2017

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: February 7, 2017

CLEARANCES:

[NA] Community Development \_\_\_\_\_

[NA] Marina \_\_\_\_\_

[NA] Parks, Recreation & Senior Services \_\_\_\_\_

[NA] Public Works \_\_\_\_\_

CHIEF OPERATIONS OFFICER: \_\_\_\_\_

[X] Legal AB

[NA] Finance \_\_\_\_\_

[NA] Courts \_\_\_\_\_

[NA] Police \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL: Mu

**Purpose and Recommendation**

The purpose of this agenda item is for the City Council to adopt proposed amendments to the *Des Moines City Council Rules of Procedure* pursuant to chapter 4.12 DMMC.

**Suggested Motion**

**Motion:** "I move to place Draft Resolution No. 16-209, adopting the proposed amendments to the *Des Moines City Council Rules of Procedure*, on the next available Consent Calendar for a second reading and approval."

### **Background**

The last time the *City Council Rules of Procedure* were updated was 2012. Since that time, several issues have arisen that need to be addressed such as telephonic appearances by Councilmembers and privacy issues related to public comment. Staff conducted a comprehensive review of the rules and found additional sections that needed to be updated to reflect current practice, changes in state law, and changes in City policy.

DMMC 4.12.030 provides that “[a]ny .... amendment or new rules shall be submitted in resolution form at a regular meeting and shall be placed on the Council agenda under the order of new business. A vote of the Council to adopt such a resolution shall occur at a subsequent regular meeting.” Accordingly, this Draft Resolution cannot pass on first reading but must be set over for a second reading and approval.

### **Discussion**

The major substantive amendment to the Council Rules in this Draft Resolution is Rule 7.1 expressly allowing Councilmember participation telephonically if certain conditions are met. Under current practice, Councilmembers are allowed to attend meetings telephonically however there are no rules setting guidelines. The proposed new rule would allow a Councilmember to attend by phone up to three times a year if prior approval is received from the Mayor and one of the specific conditions is met. These conditions are (1) medical reason (2) family emergency (3) unexpected travel or (4) unanticipated event through no fault of the Councilmember. Additional criteria require that the Councilmember be able to hear and be heard and to notify the Mayor prior to disconnecting. Telephonic participation is limited to one Councilmember per meeting.

In regards to citizen public comment, the City Council has received complaints/concerns related to the requirement that citizens must state their address prior to addressing the Council. The proposed amendments in this Draft Resolution eliminate that requirement and allow citizens to instead state their “City of residence.” Citizens will still be required to provide an address on the sign-up sheet but that information will not be broadcast to the public at large.

Finally, a comprehensive review of the rules found that many of the references to state law (RCW’s) were outdated. Additionally, the reference to the policy governing public contracts was outdated. The current resolution and rules were updated to reflect current City policy.

### **Alternatives**

The alternative would be to not adopt the proposed amendments, or to revise the proposed amendments and pass the Draft Resolution on to the next available Consent Calendar for approval.

### **Financial Impact**

None.

**CITY ATTORNEY'S FIRST DRAFT 01/30/2017****DRAFT RESOLUTION NO. 16-209**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON,** amending the *Des Moines City Council Rules of Procedure* ("Rules") adopted on April 26, 2012, to add and regulate telephonic communication, amend public comment requirements, update outdated provisions, and correct references to state law.

**WHEREAS,** DMMC 4.12.030 provides that the rules "...may be amended or new rules may be adopted by an affirmative vote of at least a majority of the whole membership of the council," and

**WHEREAS,** DMMC 4.12.030 further provides that "...[a]ny such amendments or new rules shall be submitted in resolution form at a regular meeting and shall be placed on the council agenda under order of new business," and

**WHEREAS,** a vote of the Council to adopt a resolution amending the Council Rules shall occur at a subsequent regular meeting, and

**WHEREAS,** a comprehensive review of the Rules was conducted and the City Council finds that the amendments proposed are necessary and appropriate; now therefore,

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

**Sec. 1.** The *Des Moines City Council Rules of Procedure, Updated April 26, 2012* by Resolution No. 1189, is hereby amended to add Rule 7.1 as follows:

**PARTICIPATION BY TELEPHONIC COMMUNICATION**

**RULE 7.1.** A Councilmember may participate telephonically in all or part of a Council meeting under the following conditions:

(1) Prior approval shall be given by the Mayor for good cause, whose approval shall not be unreasonably withheld.

(2) "Good Cause" is defined as:

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

(a) Medical reasons that prevent a Councilmember from attending the meeting in person.

(b) Family emergency.

(c) Unexpected travel.

(d) Additional unanticipated event that prevents a Councilmember from attending the meeting in person through no fault of the Councilmember.

(3) Telephonic participation for each Councilmember shall be limited to three (3) Council meetings in a calendar year.

(4) Telephonic participation shall be limited to one (1) Councilmember per meeting. Priority will be given to the first Councilmember to request prior approval and who meets the requirements under this Rule.

(5) A Councilmember participating telephonically in the meeting must be able to hear and be heard.

(6) The Councilmember participating telephonically shall have reviewed all of the applicable material and participated in the relevant portion of the Council Meeting related to the topic to which the Councilmember is voting on. Any technical prohibitions or difficulties that prevent all parties present at the Council meeting from adequately communicating with one another will negate any authorization previously given by the Mayor.

(7) The Councilmember attending telephonically shall notify the Council if he or she is about to disconnect from the call.

2/7/17 11:34 AM

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

(8) A Councilmember who is attending telephonically shall be considered to be actually present at the meeting for the period of time he or she is connected, and that presence shall count toward a quorum of the Council for all purposes and shall also entitle the Councilmember to vote. A Councilmember voting telephonically may be polled separately to ensure their vote is tallied correctly.

(9) In the event the Mayor seeks to attend a meeting telephonically, the Mayor shall seek prior approval from the Mayor Pro Tempore. If approval is granted, the Mayor Pro Tempore shall act as the Presiding Officer for the meeting.

(Res. No. \_\_\_\_, 2017)

**Sec. 2.** Rule 20(f) of the *Des Moines City Council Rules of Procedure, Updated April 26, 2012* by Resolution No. 1189, is hereby amended as follows:

**ORDER OF BUSINESS AND PUBLIC COMMENT RULES**

**RULE 20.**

....

(f) Comments from the public (non-public hearing topics). Public comments are encouraged and appreciated. The information and advice received from citizens helps the City Council make the best possible decisions.

(1) Procedure.

(A) Citizens are encouraged to supplement verbal comments through written submittals.

(B) All citizens desiring to address Council during the Public Comment period shall first fill out a sign-in sheet, stating their name, address, and public comment topic, and the

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
Page 4 of \_\_\_\_

sign-in sheet shall be submitted to the City Clerk prior to the start of Public Comments.

(2) Scope of Comments.

(A) Subjects not on the current agenda. Any member of the public may request time to address the Council after first stating their name, address, and City of residence and the subject of their comments. The Presiding Officer may then allow the comments subject to such time limitations as referenced in Rule 20(f)(3)(A) or as the Presiding Officer deems necessary. Following such comments the Presiding Officer may place the matter on the current agenda or a future agenda, or refer the matter to administration or a Council committee for investigation and report.

(B) Subjects on the current agenda. Any member of the public who wishes to address the Council on an item on the current agenda shall make such request to the Presiding Officer at the time when comments from the public are requested. The Presiding Officer shall rule on the appropriateness of public comments as the agenda item is reached. The Presiding Officer may change the order of speakers so that testimony is heard in the most logical groupings (i.e.) proponents, opponents, adjacent owners, vested interests, etc.).

(C) Subjects of a Public Hearing. Comments made during the Public Comment period on a topic set for a public hearing by the City Council shall be out of order. To ensure a fair hearing to applicants or matters that are subject to a public hearing before the City Council, the Presiding Officer may rule public comments made outside the scope of a public hearing record to be out of order.

(D) Any ruling by the Presiding Officer relative to the preceding two subsections

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
Page 5 of \_\_\_\_

may be overruled by a vote of a majority of members present.

(3) Rules of Conduct. A minimum number of basic rules are established to ensure that all individuals wishing to address the City Council are fairly heard.

(A) Each person addressing the Council shall step up to the indicated speakers table, give his or her name and address--city of residence~~for the record~~, and shall limit comments to three (3) minutes. Groups may be allotted five (5) minutes by the Presiding Officer.

(B) Except where permission is granted by the Presiding Officer, all remarks shall be made only from the designated speaking table and addressed to the Council as a body and not to individual members, the audience or the television cameras.

(C) The Presiding Officer or designee shall notify the individual when the allotted time has expired and the speaker shall promptly conclude his or her remarks. All speakers are encouraged to submit supplemental or detailed written remarks for Council consideration.

(D) Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the Council, may be ordered to leave the meeting. The Presiding Officer has the authority and duty to preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly conduct and to enforce these rules.

(E) The Presiding Officer may rule "out of order" any comment made with respect to a quasi-judicial matter pending before the Council

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
Page 6 of \_\_\_\_

or its Boards or Commissions. Such comments should be made only at the hearing on a specific matter. If a hearing has been set, persons whose comments are ruled out of order will be notified of the time and place when they can appear at the public hearing on the matter and present their comments.

(F) Any person whose comments have been ruled out of order by the Presiding Officer shall immediately cease and refrain from further improper comments. The refusal of an individual to desist from personal, inappropriate, slanderous or otherwise disruptive remarks after being ruled out of order by the Presiding Officer may subject the individual to removal from the Council Chambers.  
(Amended by Res. No. \_\_\_\_ 2017)

....

**Sec. 3.**—Rule 21(b) of the *Des Moines City Council Rules of Procedure, Updated April 26, 2012* by Resolution No. 1189, is hereby amended as follows:

### **ACTIONS FOR A PUBLIC HEARING**

#### **RULE 21**

....

(b) The Presiding Officer introduces the agenda item, opens the public hearing, and provides a summary of the following Rules of Order and/or advises the public that they may have a copy of such rules, which shall be available with other agenda materials regularly made available to the public at each Council meeting.

(1) "All comments by proponents, opponents, or the public shall be made from the speaker's rostrum and any individual making comments shall first give their name and address city of residence. This is required because an official recorded transcript of the public hearing is being made. If there is any appeal to King County Superior

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
Page 7 of \_\_\_\_

Court, the court must make its decision on the basis of what was said here."

(2) "It is not necessary to be a proponent or opponent in order to speak. If you consider yourself neither a proponent nor opponent, please speak during the proponent portion and identify yourself as neither a proponent nor an opponent."

(3) "No comments shall be made from any other location, and anyone making "out of order" comments shall be subject to removal from the meeting."

(4) "There will be no demonstrations during or at the conclusion of anyone's presentation."

(5) "These rules are intended to promote an orderly system of holding a public hearing, to give every person an opportunity to be heard, and to ensure that no individual is embarrassed by exercising their right of free speech."

....

(Amended by Res. 571, 1989, amended by Res. 894, 2000, amended by Res. 1140, 2011, amended by Res. \_\_\_\_\_, 2017).

**Sec. 4.** Rule 36 of the *Des Moines City Council Rules of Procedure, Updated April 26, 2012* by Resolution No. 1189, is hereby amended as follows:

#### **VIDEO RECORDING AND BROADCAST**

**RULE 36.** All public meetings of a quorum of the City Council not exempt from the Open Public Meetings Act held ~~in the~~ at Des Moines City ~~Service Center~~ Hall at 21630 11th Avenue South should be video recorded and cablecast within the City. (Res. 772,

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
Page 8 of \_\_\_\_

1994, amended by Res. 1140, 2011, amended by Res. 1189, 2012, amended by Res. \_\_\_\_, 2017).

**Sec. 5. REFERENCES TO DES MOINES MUNICIPAL CODE (DMMC) AND REVISED CODE OF WASHINGTON (RCW)** of the *Des Moines City Council Rules of Procedure, Updated April 26, 2012* by Resolution No. 1189, are replaced with the following:

**REFERENCES TO DES MOINES MUNICIPAL CODE (DMMC) AND REVISED CODE OF WASHINGTON (RCW)**

DMMC 4.04.010 Council Meetings - City Hall Location.

All meetings of the City Council shall be held at 21630 11th Avenue South, which is designated as the location of the City Hall, except that, when necessary, the City Council may hold meetings at other places.

DMMC 4.04.020 Council Meetings - Time.

(1) The regular meetings of the City Council are held every Thursday, with the meetings convening at 7:00 p.m.; except when the regular meeting date falls on a legal holiday the meeting is canceled and the City Council shall not meet.

(2) The Presiding Officer may cancel a regular meeting at the Presiding Officer's discretion as the business of the City Council requires; except the City Council shall meet at least once each month.

RCW 35A.12.050 and 12.060 Forfeiture of Office.

The office of a Mayor or councilmember shall become vacant if the person who is elected or appointed to that position fails to qualify as provided by law, fails to enter upon the duties of that office at the time fixed by law without a justifiable reason, or as provided in RCW 35A.12.060 or 42.12.010. A vacancy in the office of Mayor or in the council shall be filled as provided in chapter 42.12 RCW. An incumbent councilmember is eligible to be appointed to fill a vacancy in the office of Mayor. A Councilmember shall forfeit his office if he fails to attend three consecutive regular meetings of the Council without being excused by the Council.

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
Page 9 of \_\_\_\_

RCW 35A.13.020 Election of Councilmen-Councilmembers- Eligibility - Terms - Vacancies - Forfeiture of Office - Council Chairman.

In council-manager code cities, eligibility for election to the Council, the manner of electing ~~councilmen~~Councilmembers, the numbering of council positions, the terms of ~~councilmen~~Councilmembers, the occurrence and the filling of vacancies, the grounds for forfeiture of office, and appointment of a Mayor pro tempore shall be governed by the corresponding provisions of RCW 35A.12.030, 35A.12.040, 35A.12.050, 35A.12.060 and 35A.12.065 relating to the council of a code city organized under the Mayor-council plan, except, that in council-manager cities where all council positions are at-large positions, the City Council may, pursuant to RCW 35A.13.033, provide that the person elected to council position one shall be the Council ~~chairman~~Chair and shall carry out the duties prescribed by RCW 35A.13.030.

RCW 42.30.080 Special Meetings.

A special meeting may be called at any time by the Presiding Officer of the governing body of a public agency or by a majority of the members of the governing body by delivering written notice personally, by mail, by fax, or by electronic mail to each member of the governing body.; ~~and to each local newspaper of general circulation and to each local radio or television station which has on file with the governing body a written request to be notified of such special meeting or of all special meetings. Such notice must be delivered personally, by mail, by fax, or by electronic mail at least twenty-four hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meetings by the governing body. Such written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the clerk or secretary of the governing body a written waiver of notice. Such waiver may be given by telegram, by fax, or electronic mail. Such written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes.~~

Written notice shall be deemed waived in the following circumstances:

(a) A member submits a written waiver of notice with the clerk or secretary of the governing body at or prior to the

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
Page 10 of \_\_\_\_

time the meeting convenes. A written waiver may be given by telegram, fax, or electronic mail; or

(b) A member is actually present at the time the meeting convenes.

(2) Notice of a special meeting called under subsection (1) of this section shall be:

(a) Delivered to each local newspaper of general circulation and local radio or television station that has on file with the governing body a written request to be notified of such special meeting or of all special meetings;

(b) Posted on the agency's web site. An agency is not required to post a special meeting notice on its web site if it (i) does not have a web site; (ii) employs fewer than ten full-time equivalent employees; or (iii) does not employ personnel whose duty, as defined by a job description or existing contract, is to maintain or update the web site; and

(c) Prominently displayed at the main entrance of the agency's principal location and the meeting site if it is not held at the agency's principal location.

Such notice must be delivered or posted, as applicable, at least twenty-four hours before the time of such meeting as specified in the notice.

(3) The call and notices required under subsections (1) and (2) of this section shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meetings by the governing body.

(4) The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
 Page 11 of \_\_\_\_

RCW 42.30.090 Adjournments.

The governing body of a public agency may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting the clerk or secretary of the governing body may declare the meeting adjourned to a stated time and place. He/ or she shall cause a written notice of the adjournment to be given in the same manner as provided in RCW 42.030.080 for special meetings, unless such notice is waived as provided for special meetings. Whenever any meeting is adjourned a copy of the order or notice of adjournment shall be conspicuously posted immediately after the time of the adjournment on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by ordinance, resolution, bylaw, or other rule.

RCW 42.30.110 Executive Sessions.

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting.

(a) To consider matters affecting national security;

(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;

(c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;

(d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood increased costs;

(e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
Page 12 of \_\_\_\_

(f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;

(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when the governing body elects to take final action hiring, setting the salary or an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;

(h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;

(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency;

This subsection (1)(i) does not permit a governing body to hold an executive session solely because an attorney representing the agency is present. For purposes of this subsection (1)(i), "potential litigation" means matters protected by RPC 1.6 or RCW 5.60.060(2)(a) concerning:

(i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party;

(ii) Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or

(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
 Page 13 of \_\_\_\_

public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western library network prices, products, equipment, and services, when such discussion would be likely to adversely affect the network's ability to conduct business in a competitive economic climate. However, final action on these matters shall be taken in a meeting open to the public.

(k) To consider, in the case of the state investment board, financial and commercial information when the information relates to the investment of public trust or retirement funds and when public knowledge regarding the discussion would result in loss to such funds or in private loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the development, acquisition, or implementation of state purchased health care services as provided in RCW 41.05.026;

(m) To consider in the case of the life sciences discovery fund authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(n) To consider in the case of a health sciences and services authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information.

(2) Before convening in executive session, the Presiding Officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the Presiding Officer.

RCW 42.30.140 Chapter Controlling - Application. If any provision of this chapter conflicts with the provisions of any other statute,

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
 Page 14 of \_\_\_\_

the provisions of this chapter shall control: *Provided*, that this chapter shall not apply to:

(1) The proceedings concerned with the formal issuance of an order granting, suspending, revoking, or denying any license, permit, or certificate to engage in any business, occupation or profession or to any disciplinary proceedings involving a member of such business, occupation or profession, or to receive a license for a sports activity or to operate any mechanical device or motor vehicle where a license or registration is necessary; or

(2) That portion of a meeting of a quasi-judicial body which relates to a quasi-judicial matter between named parties as distinguished from a matter having general effect on the public or on a class or group; or

(3) Matters governed by ~~Title 35 RCW~~ chapter 34.05 RCW, the ~~administrative-Administrative procedure-Procedure act~~Act; or

(4) (a) Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or

(b) That portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

RCW 42.36.010 Local Land Use Decisions.

Application of the appearance of fairness doctrine to local land use decisions shall be limited to the quasi-judicial actions of local decision-making bodies as defined in this section. Quasi-judicial actions of local decision-making bodies are those actions of the legislative body, planning commission, hearing examiner, zoning adjuster, board of adjustment, or boards which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested case proceeding. Quasi-judicial actions do not include the legislative actions adopting, amending, or revising comprehensive, community, or neighborhood plans or other land use planning documents or the adoption of

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
Page 15 of \_\_\_\_

area-wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance.

RCW 42.36.040 Public Discussion by Candidate for Public Office.

Prior to declaring as a candidate for public office or while campaigning for public office as defined by RCW 42.17A. ~~020--(9)~~ and ~~(41)~~005 no public discussion by expression of an opinion by a person subsequently elected to a public office, on any pending or proposed quasi-judicial actions, shall be a violation of the appearance of fairness doctrine.

RCW 42.36.050 Campaign Contributions.

A candidate for public office who complies with all provisions of applicable public disclosure and ethics laws shall not be limited from accepting campaign contributions to finance the campaign, including outstanding debts; nor shall it be a violation of the appearance of fairness doctrine to accept such campaign contributions.

RCW 42.36.060 Quasi-judicial Proceedings - Ex Parte Communications Prohibited, Exceptions. During the pendency of any quasi-judicial proceeding, no member of a decision-making body may engage in ex parte communications with opponents or proponents with respect to the proposal which is the subject of the proceeding unless that person:

(1) Places on the record the substance of any written or oral ex parte communications concerning the decision of action; and

(2) Provides that a public announcement of the content of the communication and of the parties' rights to rebut the substance of the communication shall be made at each hearing where action is considered or taken on the subject to which the communication related. This prohibition does not preclude a member of a decision-making body from seeking in a public hearing specific information or data from such parties relative to the decision if both the request and the results are a part of the record. Nor does such prohibition preclude correspondence between a citizen and his or her elected official if any such correspondence is made a part of the record when it pertains to the subject matter of a quasi-judicial proceeding.

**REFERENCES TO RESOLUTION NO. ~~10701118~~ POLICIES GOVERNING CITY  
COUNCIL PARTICIPATION IN PUBLIC CONTRACTS**

1. Interlocal Agreements. Chapter 39.34 RCW requires the  
2/7/17 11:34 AM

Resolution No. \_\_\_\_  
 Page 16 of \_\_\_\_

governing bodies of participating public agencies to take appropriate action by ordinance, resolution or otherwise before interlocal agreements may enter into force. All interlocal agreements should appear on the consent calendar, subject to removal in accordance with the City Council Rules of Procedure.

2. Franchise Agreements. Franchise agreements such as Comcast, PSE, water, sewer, and the like require City Council approval. Franchise agreements should be referred to an *Ad Hoc* Council Committee for the study and recommendation prior to presentation to the City Council for approval.

3. Public Works (small works roster).

(a) MRSC rosters. The City wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to adopt for City use those state-wide electronic databases for small works roster and consulting services developed and maintained by MRSC and authorizes the City Manager to sign that contract. In addition, paper and/or electronic rosters may be kept on file by appropriate City departments.

(b) Small works rosters. The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:

(i) Cost. The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair or improvement of real property where the estimated cost does not exceed Two Three Hundred Thousand Dollars (\$2300,000.00), which includes the costs of labor, material, equipment, and sales and/or use taxes as applicable. Instead, the City may use the small works roster procedures for public works projects as set forth herein. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.

(ii) Publication. At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
 Page 17 of \_\_\_\_

roster or rosters. Responsible contractors shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a small works roster.

(iii) Telephone or written quotations. The City shall obtain telephone, written, or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) and may establish supplementary bidder criteria under RCW 39.04.350(2).

(A) A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.

(B) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five (5) contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from One Hundred Fifty Thousand Dollars (\$1050,000.00) to Twohree Hundred Thousand Dollars (\$2300,000.00), the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by:

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
 Page 18 of \_\_\_\_

(1) Publishing notice in a legal newspaper in general circulation in the area where the work is to be done;

(2) Mailing a notice to these contractors; or

(3) Sending a notice to these contractors by facsimile or email.

(C) At the time bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.

(D) A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

(c) Limited public works process.

(i) If a work, construction, alteration, repair, or improvement project is estimated to cost less than Thirty-Five Thousand Dollars (\$35,000.00), the City may award such a contract using the limited public works process provided under RCW 39.04.155(3). For a limited public works project, the City will solicit electronic or written quotations from a minimum of three (3) contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.

(ii) For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
 Page 19 of \_\_\_\_

(iii) The City shall maintain a list of the contractors contacted and the contracts awarded during the previous twenty-four (24) months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

(iv) Determining the lowest responsible bidder. The City Council shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City may call for new bids. A responsible bidder shall be a registered and/or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsibility criteria established by the City.

(v) Award. The City Manager or his designee shall present all telephonic quotations/bids, and recommendation for award of the contract to the lowest responsible bidder to the City Council. However, for public works projects under Fifty Thousand Dollars (\$50,000.00), the City Manager shall have the authority to award public works contracts without City Council approval. For public works projects over Fifty Thousand Dollars (\$50,000.00), the City Council shall award all public works contracts.

(c) Consulting services rosters.

(i) Consulting services. Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.

(ii) Publication. At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
 Page 20 of \_\_\_\_

the address and telephone number of a representative of the City who can provide further details as to the City's projected needs for consulting services. Firms or persons providing consulting services shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a consulting services roster.

(iii) Professional architectural and engineering services. The MSRC rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce generally to the public the City's projected requirements for any category or type of professional or other consulting services. The City reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the agency and to use paper and/or other electronic rosters that may be kept on file by appropriate City documents.

4. Public Works (Subject to Bid). Public work projects exceeding \$2300,000 (three hundred thousand dollars) are subject to bid laws and shall be processed in accordance with the Revised Code of Washington. After opening of bids, results shall be submitted to the Council Committee of origin for study and recommendation prior to being presented to the City Council for approval and if there is no Council Committee of origin, shall be considered by the Council as a whole. Action taken by the City Council in awarding the bid and directing the City Manager to sign contracts should include authority granted to the City Manager to expend funds in the amount of the bid award plus ten percent.

5. Purchase of Supplies, Material, Equipment, and Non-Professional Services. For Code cities of a population of 20,000 or greater there are no bidding requirements for purchases of supplies, material, equipment, or services which are not purchased in connection with a public work. For such purchases, the City Manager shall adopt written guidelines, subject to City Council approval, to ensure that purchases are made at the lowest possible price from a responsible vendor.

6. Architectural and Engineering Services. Chapter 39.80 RCW provides that in selecting architect and engineer consultants the City shall conduct discussions with one or more firms and shall

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
Page 21 of \_\_\_\_

select the firm deemed the most highly qualified to provide the services required for the proposed project. The Attorney General of the State of Washington has issued an opinion precluding cities from considering price when selecting architects and engineers, except for a final price negotiation after the most qualified architect or engineer has been selected. The following process shall govern awarding of contracts to architects or engineers:

(a) The City Manager shall advertise the architectural and engineering requirements;

(b) The City Manager shall thereafter enter into discussion with several firms and select the most qualified architect or engineer;

(c) The City Manager shall then negotiate the scope of work and price with the architect or engineer selected; and

(d) If the contract amount does not exceed \$250,000 and has been previously budgeted, the City Manager shall be authorized to sign a contract for such services without approval by the City Council or any committee thereof. If the contract amount exceeds \$250,000, the Contract should appear on the consent calendar, subject to removal in accordance with the City Council Rules of Procedure.

(e) In case of a disaster, emergency, or immediate City need, including assistance on Capital Improvement Program projects and general engineering services previously approved by the Council, the City Manager shall be authorized to sign Task Order Assignments on multi-year "on-call" civil engineering services consultant contracts, which have been previously approved by the Council for services if the Task Order Assignment does not exceed \$50,000.

(f) The City Manager shall, as part of the City Manager's monthly report, provide the City Council with a list of contracts with consultants that have been approved by the City Manager pursuant to this resolution.

(g) The City Manager shall not allow task order assignments for a specific single project that cumulatively add up to an amount greater than \$50,000.00 without being approved by the City Council.

7. Leases of City Real Property. Leases of City real property are subject to review and approval by the City Council. The Mayor shall have discretion to submit any such lease to a standing or

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
Page 22 of \_\_\_\_

ad hoc committee for study and recommendation prior to being presented to the City Council for approval.

8. Contracts for General Professional Services. Contracts for general professional services, which do not involve architects or engineers, are not subject to the bid laws of the State of Washington. Examples of such services are computer consultants, financial consultants, management consultants, and the like. The process for awarding general professional services contracts shall be as follows:

(a) The City Manager shall research the persons and firms that are available to such professional services, taking into consideration recommendations from any source.

(b) The City Manager shall then negotiate a contract with the party selected, including scope of work and price.

(c) ~~If the contract amount does not exceed \$20,000 and has been previously budgeted, the City Manager shall be authorized to sign a contract for such services without the approval by the City Council or any committee thereof.~~ If the contract amount exceeds \$250,000, the contract should appear on the consent calendar, subject to removal in accordance with the City Council Rules of Procedure.

9. Administrative Contracts. Administrative contracts are contracts which do not fall into any other category described in this rule, and are for services previously budgeted by the City Council. Examples of administrative contracts are agreements with the Sexual Assault Center, VanGo, Senior Nutrition, D.A.W.N., and the like. The City Manager is authorized to execute administrative contracts, and the same shall not be subject to approval by the City Council or any committee thereof.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this \_\_\_\_ day of \_\_\_\_\_, 2017 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

2/7/17 11:34 AM

Resolution No. \_\_\_\_  
Page 23 of \_\_\_\_

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

2/7/17 11:34 AM

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# DES MOINES CITY COUNCIL

## RULES OF PROCEDURE



**Adopted Pursuant to DMMC 4.12.010**

Updated 7/89  
Updated 7/90  
Updated 10/90  
Updated 11/90  
Updated 8/91  
Updated 10/91  
Updated 12/91

Updated 4/92  
Updated 2/94  
Updated 3/94  
Updated 8/94  
Updated 6/95  
Updated 9/00  
Updated 5/03

Updated 9/03  
Updated 8/04  
Updated 4/05  
Updated 5/06  
Updated 1/11, Res. 1140  
Updated 4/12, Res. 1189

**DES MOINES CITY COUNCIL RULES OF PROCEDURE**

**TABLE OF CONTENTS**

	<u>Page No.</u>
<b><u>SECTION I</u></b>	
<b><u>COUNCIL MEETINGS</u></b>	
RULE 1. COUNCIL MEETING - LOCATION	1
RULE 2. COUNCIL MEETING - TIME	1
RULE 3. COUNCIL MEETINGS - OPEN TO THE PUBLIC	1
RULE 4. ELECTION OF OFFICERS	1
RULE 5. PRESIDING OFFICER	2
RULE 6. QUORUM	3
RULE 7. ATTENDANCE, EXCUSED ABSENCES	3
RULE 8. SPECIAL COUNCIL MEETINGS	3
RULE 9. COUNCIL MEETING AGENDA	4
RULE 10. STUDY SESSIONS	4
RULE 11. CITY MANAGER	5
RULE 12. CLERK	5
<b><u>SECTION II</u></b>	
<b><u>DUTIES AND PRIVILEGES OF MEMBERS</u></b>	
RULE 13. FORMS OF ADDRESS	6
RULE 14. SEATING ARRANGEMENT	6
RULE 15. APPEARANCE OF FAIRNESS DOCTRINE	6
RULE 16. DISSENTS AND PROTESTS	8
RULE 17. ADMINISTRATIVE INTERFERENCE BY COUNCILMEMBERS	8

**DES MOINES CITY COUNCIL RULES OF PROCEDURE**

**TABLE OF CONTENTS (CONTINUED)**

**SECTION III**  
**COUNCIL PROCEDURES**

	<u>Page No.</u>
RULE 18. RULES OF ORDER	9
RULE 19. MOTIONS	9
RULE 20. ORDER OF BUSINESS	9
RULE 21. ACTIONS FOR A PUBLIC HEARING	13
RULE 22. VOTING	16
RULE 23. COMMITTEES	17
RULE 24. ENACTED ORDINANCES, RESOLUTIONS AND MOTIONS	17
RULE 25. RESOLUTIONS	17
RULE 26. ORDINANCES	18
RULE 27. PERMISSION REQUIRED TO ADDRESS THE COUNCIL	18
RULE 28. RECONSIDERATION	18
RULE 29. LEGISLATIVE PROCESS, PREPARATION, INTRODUCTION AND FLOW OF ORDINANCES AND RESOLUTIONS AND MOTIONS	18
RULE 30. COUNCIL RELATIONS WITH BOARDS, COMMISSIONS AND COUNCIL CITIZEN ADVISORY BODIES	19
RULE 31. COMPLAINTS AND SUGGESTIONS TO COUNCIL 19	
RULE 32. ADMINISTRATIVE COMPLAINTS MADE DIRECTLY TO INDIVIDUAL COUNCILMEMBERS	19
RULE 33. FILLING COUNCIL VACANCIES	19
RULE 34. PHOTOGRAPHS, MOTION PICTURES, VIDEO TAPE -- PERMISSION REQUIRED FOR ARTIFICIAL ILLUMINATION	20
RULE 35. AUDIO RECORDINGS OF MEETINGS	20

	<u>Page No.</u>
RULE 36. VIDEO RECORDING AND BROADCAST OF REGULAR MEETINGS	20
RULE 37. <i>"SPIRIT OF DES MOINES AWARD"</i> PROGRAM	20
REFERENCES TO DES MOINES MUNICIPAL CODE (DMMC)	21
REFERENCES TO REVISED CODE OF WASHINGTON (RCW)	21
REFERENCES TO RESOLUTION NO. 1070 - POLICIES GOVERNING CITY COUNCIL PARTICIPATION IN PUBLIC CONTRACTS	26
APPENDIX "A" - <i>THE SPIRIT OF DES MOINES AWARDS PROGRAM POLICY</i>	31

**SECTION I  
COUNCIL MEETING - LOCATION**

**RULE 1.** All meetings of the City Council shall be held at the location specified in DMMC 4.04.010. (Ord. 329 §1, 1973).

**COUNCIL MEETING - TIME**

**RULE 2.** The regular meetings of the City Council shall be held at the times specified in DMMC 4.04.020. (Ord. 1039 §1, 1993).

**COUNCIL MEETINGS - OPEN TO THE PUBLIC**

**RULE 3.** All meetings of the City Council and of committees thereof shall be open to the public, except as provided for in RCW 42.30.110 or RCW 42.30.140. (Res. 525 §1, 1988).

**ELECTION OF OFFICERS**

**RULE 4.** Procedures for electing officers are as follows:

(a) Biennially, at the first meeting of the new Council, the members thereof shall choose a Presiding Officer from their number who shall have the title of Mayor. In addition to the powers conferred upon him/her as Mayor, he/she shall continue to have all the rights, privileges and immunities of a member of the Council. If a permanent vacancy occurs in the Office of Mayor, the members of the Council at their next regular meeting shall select a Mayor from their number for the unexpired term. Following the election of the Mayor, there shall be an election for Mayor Pro Tempore. The term of the Mayor Pro Tempore shall run concurrently with that of the Mayor.

(b) The election for Mayor shall be conducted by the City Clerk. The City Clerk shall call for nominations. Each member of the City Council shall be permitted to nominate one (1) person who has previously served on the Council for a minimum of two years, and nominations shall not require a second. A nominee who wishes to decline the nomination shall so state at this time. Nominations are then closed. The election for Mayor Pro Tempore shall be conducted by the newly-elected Mayor, and nominations shall be made in the manner previously described for the election of the Mayor. Candidates for Mayor Pro Tempore shall have previously served on the Council for a minimum of one year. The minimum experience condition for candidacy for Mayor or Mayor Pro Tempore may be waived by the vote of five councilmembers.

(c) Except when there is only one nominee, election shall be by written ballot. Each ballot shall contain the name of the Councilmember who cast it. Each ballot shall include the name of all Councilmembers nominated (unless they have withdrawn). Voting shall continue until a nominee receives a majority of the votes. The City Clerk shall publicly announce the results of the election by reading each ballot into the record, stating the name of each voting Councilmember and the manner in which the Councilmember voted. Thereafter, the City Clerk shall record in the minutes of the meeting the manner in which each voting member of the Council cast his or her ballot.

(d) In the event the Council is unable to agree on a Mayor by majority vote of

members present, the Office of Mayor shall be temporarily filled by an Acting Mayor. The Acting Mayor shall be the Councilmember who just previously served as Mayor; or if such person is not a member of the Council, the Councilmember who just previously served as Mayor Pro Tempore; or if such person is not a member of the Council, the Councilmember with the highest seniority as determined by the City Attorney. Ties shall be resolved in a contest by chance. The office of Acting Mayor Pro Tempore shall be filled by the Councilmember who just previously served as Mayor Pro Tempore; or if such person is not a member of the Council, by the Councilmember with the next highest seniority. The Acting Mayor and Acting Mayor Pro Tempore shall continue in office and exercise such authority as is described in Chapter 35A.13 RCW until the members of the Council agree on a Mayor, at which time the Office of Acting Mayor and Acting Mayor Pro Tempore shall cease and terminate. (Res. 525 §1, 1988, amended by Res. 594 §1, 1989, amended by Res. 672, 1991, amended by Res. 754 §1, 1994, amended by Res. 1140, 2011, amended by Res. 1189, 2012.)

### **PRESIDING OFFICER**

**RULE 5.** The Mayor shall preside at meetings of the Council, and be recognized as the head of the City for all ceremonial purposes. The Mayor shall have no regular administrative or executive duties. In case of the Mayor's absence or temporary disability the Mayor Pro Tempore shall act as Mayor during the continuance of the absence. When the Mayor Pro Tempore acts as Mayor by participating in preparation of a Council meeting agenda or study session worksheet, or by presiding at a meeting of the Council, the Mayor Pro Tempore shall have authority only to approve the Council meeting agenda or study session worksheet as to form without introducing or deleting items of business, and to preside at the meeting by following the approved agenda or study session worksheet as written. In case of the absence or temporary disability of the Mayor and the Mayor Pro Tempore, a Mayor Pro Tempore selected by members of the Council shall act as Mayor during the continuance of the absences or disabilities. The Mayor, or Mayor Pro Tempore, is referred to as "Presiding Officer" from time to time in these Rules of Procedure.

(a) The Mayor and the Council have authority to introduce proclamations for a variety of purposes, as approved by the Council. No proclamation shall constitute official City actions unless approved or authorized by a majority of the City Council.

(b) To promote a favorable image of the City and pursue resources that will benefit the community, the Mayor, or another Councilmember designated by the City Council, may take the lead in representing the Des Moines City Council to those from outside the community who are interested in joint ventures and efforts to bring economic development and investments to the City, including other local governments, regional organizations, and federal, state, and international government representatives. Neither the Mayor, nor a Councilmember, can commit the City without authorization of a majority of the City Council.

(c) The Mayor, or another Councilmember designated by the City Council, is the spokesperson on actions taken by the Council. On behalf of the City Council, the Mayor or designated Councilmember may inform the public, media, and staff about issues affecting the community.

(Res. 525 §1, 1988, amended by Res. 961 §1, 2003, Res. 1140, 2011).

## QUORUM

**RULE 6.** At all meetings of the Council, four Councilmembers who are present and eligible to vote shall constitute a quorum for the transaction of business. A lesser number may adjourn from time to time, provided that written notice of said adjournment is posted on the exterior Council Chamber doors per RCW 42.30.090. Council meetings adjourned under the previous provision shall be considered a regular meeting for all purposes. (Res. 525 §1, 1988).

## ATTENDANCE, EXCUSED ABSENCES

**RULE 7.** RCW 35A.12.060 provides that a Councilmember shall forfeit his/her office by failing to attend three consecutive regular meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Presiding Officer prior to the meeting and state the reason for his/her inability to attend the meeting. If the member is unable to contact the Presiding Officer, the member shall contact the City Manager or City Clerk, who shall convey the message to the Presiding Officer. Following roll call, the Presiding Officer shall inform the Council of the member's absence, state the reason for such absence, and inquire if there is a motion to excuse the member. This motion shall be non-debatable. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the Clerk will make an appropriate notation in the minutes. (Res. 525 §1, 1988).

## SPECIAL COUNCIL MEETINGS

**RULE 8.** It is the intent of the Des Moines City Council that the procedures of this Council Rule 8 are enforceable to the same extent as RCW 42.30.080, as the City's implementation of the Open Public Meetings Act special meeting requirements set forth at RCW 42.30.080. Procedures for setting a special meeting are as follows:

(a) A special meeting may be called by the Mayor or any four members of the Council.

(b) Notice of the special meeting shall be prepared in writing. The notice shall contain the following information about the meeting: time, place, and business to be transacted. The notice shall be reviewed by the City Attorney for proper legal form. After the preliminary agenda has been approved by the Presiding Officer, a copy of the agenda and supporting materials shall be prepared for Councilmembers, the City Manager, and the press by close of business Friday prior to the Special Council Meeting, except in case of an emergency.

(c) (1) The notice shall be delivered by mail, by electronic mail to an address designated by the receiver of the email, or personally to each Councilmember, the City Manager, and the business office of each local newspaper and radio and television station which has on file a written request for notice of special meetings. The notice must be delivered at least twenty-four (24) hours prior to the meeting.

(2) When email notice is given to Councilmembers, the City Clerk shall provide confirming follow up of such email notice by making a personal telephone call directly to each Councilmember who has made a standing written advance request to the City Clerk for such follow up telephone call. The City Clerk shall document the date and time of such follow up telephone call.

(d) The notices provided in this section may be dispensed within the circumstances

provided by RCW 42.30.080; that is:

- (1) As to any member who at, or prior to the time the meeting convenes files with the Clerk a written waiver of notice,
- (2) As to any member who was actually present at the meeting at the time it convenes, and
- (3) In the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage. (Res. 525 §1, 1988, amended by Res. 788, 1995, amended by Res. 1011, 2006, amended by Res. 1140, 2011).

### **COUNCIL MEETING AGENDA**

**RULE 9.** This rule specifies the method of preparation of a Council meeting agenda for meetings other than study sessions. The Presiding Officer, three (3) Councilmembers, or the City Manager may introduce a new item to the preliminary agenda. The Presiding Officer shall have the option of deleting any item, other than those items introduced by three (3) Councilmembers, from the preliminary agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda for a subsequent Council meeting. The City Clerk, under the direction of the City Manager, shall arrange a list of such matters according to the order of business and prepare a preliminary agenda for the Council. After the preliminary agenda has been approved by the Presiding Officer, a copy of the agenda and supporting materials shall be prepared for Councilmembers, the City Manager, and the press by close of business Friday prior to the Regular Council Meeting, except in case of an emergency. (Res. 525 §1, 1988, amended by Res. 961 §2, 2003, amended by Res. 1140, 2011).

### **STUDY SESSIONS**

**RULE 10.** Regular Council meetings that are held during the first and third week of each month in accordance with Rule 2, may be designated as Study Sessions by the Presiding Officer. Study Sessions need have no formal agenda and may be conducted informally so long as such informality is not in conflict with these rules. Comments from the public, limited to the items of business on the Study Session agenda, may, at the discretion of the Presiding Officer, be allowed so long as the comments are in accordance with Council Rule 20(f). The purpose of Study Session discussions is to allow Councilmembers to be made aware of impending business and allow informal discussion of issues that might be acted on at a future meeting. These conditions will allow the Councilmembers to communicate informally about these impending issues. No final Council action shall be taken on ordinances and resolutions at Study Sessions. The City Clerk, under the direction of the City Manager, shall arrange a Council Study Session worksheet for the Study Session. The Council Study Session worksheet shall, for each item, contain the Discussion Item, the Discussion Item Moderator, and the Discussion Goal. After the proposed Council Study Session worksheet has been approved by the Presiding Officer, a copy of it along with any supporting materials shall be prepared for Councilmembers, the City Manager, and the press by close of business Friday prior to the Council Study Session, except in an emergency.

During the Council Study Session the Discussion Item Moderator may: 1) introduce the subject and give background information; 2) identify the discussion goal; 3) act as facilitator to keep the discussion focused to the eventual discussion goal; 4) alert the Presiding Officer when it is appropriate to call for a motion or other official direction of the Council. The Presiding Officer retains the option of assuming the function of the Discussion Item Moderator in order to keep the

discussion properly focused. (Res. 525 §1, 1988, amended by Res. 659, 1991, amended by Res. 754 §2, 1994, amended by Res. 961 §3, 2003, amended by Res. 1140, 2011).

### **CITY MANAGER**

**RULE 11.** The City Manager, as the chief executive officer and head of the administrative branch of City government or his/her designee, shall attend all meetings of the City Council, unless excused by the Presiding Officer or Council. The City Manager shall be responsible to the Council for the proper administration of all affairs of the City. The City Manager shall recommend for adoption by the Council such measures as he/she may deem necessary or expedient; prepare and submit to the Council such reports as may be required by that body or as the City Manager deems it advisable to submit; keep the Council fully advised as to the business of the City; and shall take part in the Council's discussion on all matters concerning the welfare of the City. In the event that both the City Manager and Assistant City Manager are unable to attend a Council meeting, the City Manager or Assistant City Manager shall appoint a key staff member to attend the meeting as the representative of City Administration. (Res. 525 §1, 1988, amended by Res. 1189, 2012).

### **CLERK**

**RULE 12.** The City Clerk shall be ex-officio Clerk of the Council and shall keep minutes as required by the Revised Code of Washington and Robert's Rules of Order, including a specific action item section, and shall perform such other and further duties in the meeting as may be required by the Council, Presiding Officer, or City Manager. In the absence of the City Clerk, the City Manager shall appoint a replacement to act as Clerk of the Council. (Res. 525 §1, 1988, Amended by Res. 949, 2003, amended by Res. 1140, 2011).

## SECTION II DUTIES AND PRIVILEGES OF MEMBERS

### FORMS OF ADDRESS

**RULE 13.** The Mayor shall be addressed as "Mayor (surname)" or "Your Honor". The Mayor Pro Tempore shall be address as "Mayor Pro Tem (surname)". Members of the Council shall be addressed as "Councilmember (surname)". (Res. 525 S1, 1988).

### SEATING ARRANGEMENT

**RULE 14.** Councilmembers shall occupy the respective seats in the Council Chamber assigned to them by the Mayor. (Res. 525 S1, 1988).

### APPEARANCE OF FAIRNESS DOCTRINE

**RULE 15.** Appearance of Fairness Doctrine and its Application. (Res. 571 S1, 1989).

(a) Appearance of Fairness Doctrine Defined. "When the law which calls for public hearings gives the public not only the right to attend but the right to be heard as well, the hearings must not only be fair but must *appear* to be so. It is a situation where appearances are quite as important as substance. The test of whether the appearance of fairness doctrine has been violated is as follows: Would a disinterested person, having been apprised of the totality of a boardmember's personal interest in a matter being acted upon, be reasonably justified in thinking that partiality may exist? If answered in the affirmative, such deliberations, and any course of conduct reached thereon, should be voided." Zehring v. Bellevue, 99 Wn.2d 488 (1983).

(b) Types of Hearings to Which Doctrine Applies. The appearance of Fairness Doctrine shall apply only to those actions of the Council which are quasi-judicial in nature. Quasi-judicial actions are defined as actions of the City Council which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested proceeding. Quasi-judicial actions do not include the legislative actions adopting, amending, or revising comprehensive, community, or neighborhood plans or other land use planning documents of the adoption of area-wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance. RCW 42.36.010. Some examples of quasi-judicial actions which may come before the Council are: rezones or reclassifications of specific parcels of property, appeals from decisions of the Hearing Examiner, substantive appeals of threshold decisions under the State Environmental Protection Act, subdivisions, street vacations, and special land use permits.

(c) Obligations of Councilmembers, Procedure.

(1) Councilmembers should recognize that the Appearance of Fairness Doctrine does not require establishment of a conflict of interest, but whether there is an appearance of conflict of interest to the average person. This may involve the Councilmember or a Councilmember's business associate or a member of the Councilmember's immediate family. It could involve ex parte communications, ownership of property in the vicinity, business dealings with the proponents or opponents before or after the hearing, business dealings of the Councilmember's employer with the proponents or opponents, announced predisposition, and the like.

Prior to any quasi-judicial hearing, each Councilmember should give consideration to whether a potential violation of the Appearance of Fairness Doctrine exists. If the answer is in the affirmative, no matter how remote, the Councilmember should disclose such facts to the City Manager who will seek the opinion of the City Attorney as to whether a potential violation of the Appearance of Fairness Doctrine exists. The City Manager shall communicate such opinion to the Councilmember and to the Presiding Officer.

(2) Anyone seeking to disqualify a Councilmember from participating in a decision on the basis of a violation of the Appearance of Fairness Doctrine must raise the challenge as soon as the basis for disqualification is made known or reasonably should have been made known prior to the issuance of the decision; upon failure to do so, the Doctrine may not be relied upon to invalidate the decision. The party seeking to disqualify the Councilmember shall state with specificity the basis for disqualification; for example: demonstrated bias or prejudice for or against a party to the proceedings, a monetary interest in outcome of the proceedings, prejudgment of the issue prior to hearing the facts on the record, or ex parte contact. Should such challenge be made prior to the hearing, the City Manager shall direct the City Attorney to interview the Councilmember and render an opinion as to the likelihood that an Appearance of Fairness violation would be sustained in superior court. Should such challenge be made in the course of a quasi-judicial hearing, the Presiding Officer shall call a recess to permit the City Attorney to make such interview and render such opinion.

(3) The presiding Officer shall have sole authority to request a Councilmember to excuse himself/herself on the basis of an Appearance of Fairness violation. Further, if two (2) or more Councilmembers believe that an Appearance of Fairness violation exists, such individuals may move to request a Councilmember to excuse himself/herself on the basis of an Appearance of Fairness violation. In arriving at this decision, the Presiding Officer or other Councilmembers shall give due regard to the opinion of the City Attorney.

(4) Notwithstanding the request of the Presiding Officer or other Councilmembers, the Councilmember may participate in any such proceeding.

(d) Specific Statutory Provisions.

(1) Candidates for the City Council may express their opinions about pending or proposed quasi-judicial actions while campaigning. RCW 42.36.040.

(2) A candidate for the City Council who complies with all provisions of applicable public disclosure and ethics laws shall not be limited under the Appearance of Fairness Doctrine from accepting campaign contributions to finance the campaign, including outstanding debts. RCW 42.36.050.

(3) During the pendency of any quasi-judicial proceeding, no Councilmember may engage in ex parte (outside the hearing) communications with proponents or opponents about a proposal involved in the pending proceeding, unless the Councilmember: (a) places on the record the substance of such oral or written communications; and (b) provides that a public announcement of the content of the communication and of the parties' right to rebut the substance of the communication shall be made at each hearing where action is taken or considered on the subject. This does not prohibit correspondence between a citizen and his or her elected official if the correspondence is made a part of the record, when it pertains to the subject matter of a quasi-judicial proceeding. RCW 42.36.060. (Amended Res. 1140, 2011).

## DISSENTS AND PROTESTS

**RULE 16.** Any Councilmember shall have the right to express dissent from or protest against any ordinance or resolution of the Council and have the reason therefore entered in the minutes. (Res. 525 S1, 1988).

#### **ADMINISTRATIVE INTERFERENCE BY COUNCILMEMBERS**

**RULE 17.** Neither the Council, nor any of its committees or members shall direct or request the appointment of any person to, or his/her removal from, any office by the City Manager or any of his/her subordinates. Except for the purpose of inquiry, the Council and its members shall deal with the administrative branch solely through the City Manager and neither the Council nor any committee or member thereof shall give any orders to any subordinate of the City Manager, either publicly or privately; provided, however, that nothing herein shall be construed to prohibit the Council, while in open session, from fully and freely discussing with the City Manager anything pertaining to appointments and removals of City officers and employees and City affairs. (RCW 35A,13.120) (Res. 525 S1, 1988, Amended by Res. 1140, 2011, amended by Res. 1189, 2012).

### SECTION III COUNCIL PROCEDURES

#### RULES OF ORDER

**RULE 18.** Rules of order not specified by statute, ordinance, or resolution shall be governed by the most recent edition of Robert's Rules of Order.

(a) **Courtesy.** Members of the Council, in the discussion, comments, or debate of any matter or issue, shall be courteous in their language and demeanor and shall not engage in derogatory remarks or insinuations in respect to any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are germane and relevant, as determined by the Presiding Officer, to the question or matter under discussion.

(b) **Interruption.** No member of the Council shall interrupt or argue with any other member while such member has the floor.

(Res. 525 S1, 1988, Amended by Res. 618 1990, amended by Res. 1140, 2011).

#### MOTIONS

**RULE 19.** All items of business placed before the Council that require the expenditure of Council and/or administration resources, shall be in the form of an affirmative motion.

(a) **Rule 19(a) – Speaking to Motion.** No member of the Council shall speak more than twice on the same motion except by consent of the majority of the Council Members present at the time the motion is before the Council. After the motion is put and before the next item is read, a member shall be able to speak briefly to the previous motion. Questions and answers by members of the Council are not considered as speaking to the motion.

(b) **Rule 19(b) – Time Limit.** Each member of the Council shall speak for no more than ten (10) minutes unless granted an exemption by the majority of the Council.

(c) **Rule 19(c) – Donation of Time.** No member of Council may give his allotted time to another member unless there is approval of the majority of the Council.

(Res. 525 S1, 1988, amended by Res. 1140, 2011).

#### ORDER OF BUSINESS AND PUBLIC COMMENT RULES

**RULE 20.** The business of all regular meetings of the Council shall be transacted as follows; provided, however that the Presiding Officer may, during a Council meeting, rearrange items on the agenda to conduct the business before the Council more expeditiously. Any ruling by the Presiding Officer relative to rearrangement of items on the agenda may be overruled by a vote of a majority of members present.

(a) **Call to order by the Presiding Officer.**

- (b) Pledge of Allegiance.
- (c) Invocation (Presiding Officer's discretion).
- (d) Roll call (See Rule 7 for procedure to excuse an absence).
- (e) Correspondence not previously received by the Council.

(f) Comments from the public (non-public hearing topics). Public comments are encouraged and appreciated. The information and advice received from citizens helps the City Council make the best possible decisions.

(1) Procedure.

(A) Citizens are encouraged to supplement verbal comments through written submittals.

(B) All citizens desiring to address Council during the Public Comment period shall first fill out a sign-in sheet and the sign-in sheet shall be submitted to the City Clerk prior to the start of Public Comments.

(2) Scope of Comments.

(A) Subjects not on the current agenda. Any member of the public may request time to address the Council after first stating their name, address, and the subject of their comments. The Presiding Officer may then allow the comments subject to such time limitations as referenced in Rule 20(f)(3)(A) or as the Presiding Officer deems necessary. Following such comments the Presiding Officer may place the matter on the current agenda or a future agenda, or refer the matter to administration or a Council committee for investigation and report.

(B) Subjects on the current agenda. Any member of the public who wishes to address the Council on an item on the current agenda shall make such request to the Presiding Officer at the time when comments from the public are requested. The Presiding Officer shall rule on the appropriateness of public comments as the agenda item is reached. The Presiding Officer may change the order of speakers so that testimony is heard in the most logical groupings (i.e.) proponents, opponents, adjacent owners, vested interests, etc.).

(C) Subjects of a Public Hearing. Comments made during the Public Comment period on a topic set for a public hearing by the City Council shall be out of order. To ensure a fair hearing to applicants or matters that are subject to a public hearing before the City Council, the Presiding Officer may rule public comments made outside the scope of a public hearing record to be out of order.

(D) Any ruling by the Presiding Officer relative to the preceding two subsections may be overruled by a vote of a majority of members present.

(3) Rules of Conduct. A minimum number of basic rules are established to ensure that all individuals wishing to address the City Council are fairly heard.

(A) Each person addressing the Council shall step up to the indicated speakers table, give his or her name and address for the record, and shall limit comments to three (3) minutes. Groups may be allotted five (5) minutes by the Presiding Officer.

(B) Except where permission is granted by the Presiding Officer, all remarks shall be made only from the designated speaking table and addressed to the Council as a body and not to individual members, the audience or the television cameras.

(C) The Presiding Officer or designee shall notify the individual when the allotted time has expired and the speaker shall promptly conclude his or her remarks. All speakers are encouraged to submit supplemental or detailed written remarks for Council consideration.

(D) Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the Council, may be ordered to leave the meeting. The Presiding Officer has the authority and duty to preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly conduct and to enforce these rules.

(E) The Presiding Officer may rule "out of order" any comment made with respect to a quasi-judicial matter pending before the Council or its Boards or Commissions. Such comments should be made only at the hearing on a specific matter. If a hearing has been set, persons whose comments are ruled out of order will be notified of the time and place when they can appear at the public hearing on the matter and present their comments.

(F) Any person whose comments have been ruled out of order by the Presiding Officer shall immediately cease and refrain from further improper comments. The refusal of an individual to desist from personal, inappropriate, slanderous or otherwise disruptive remarks after being ruled out of order by the Presiding Officer may subject the individual to removal from the Council Chambers.

(g) Committee and Board reports.

(1) Procedure. Councilmembers and the Presiding Officer may give reports regarding boards or committees to which they have been appointed.

(2) Scope and Time Limits.

(A) The Presiding Officer may rule "out of order" any comments made during this portion of the meeting that do not pertain to the activities of the Councilmembers' boards or committees.

(B) Board and committee reports shall also be limited to three (3) minutes unless extended time is granted by the Presiding Officer for matters of significant importance. The Presiding Officer or designee shall notify the Councilmember when the allotted

time has expired and the Councilmember shall promptly conclude his/her report.

(h) Presiding Officer's report. In addition to any special board or committee reports, the Presiding Officer may give a report on any activity participated in as part of the official duties of the Mayor.

(i) Councilmember comments (non-agenda topics).

(1) Procedure. Councilmembers may comment on other subjects of importance and/or respond to citizen comments.

(2) Scope and Time Limits.

(A) Councilmember comments during this portion of the meeting shall be limited to subjects not on the current agenda. The Presiding Officer may rule "out of order" any comment made during this portion of the meeting with respect to any agenda item or quasi-judicial matter pending before the Council or its Boards or Commissions. Such comments should be made only at the hearing on a specific matter and/or during that portion of the meeting for which the agenda item is scheduled.

(B) Councilmember comments during this portion of the meeting shall also be limited to three (3) minutes. The Presiding Officer or designee shall notify the Councilmember when the allotted time has expired and the Councilmember shall promptly conclude his or her remarks.

(j) Administration reports.

(k) Consent Calendar.

(1) The City Manager, in consultation with the Presiding Officer, shall place matters on the Consent Calendar which have been: (a) previously discussed by the Council, or (b) based on the information delivered to members of the Council by administration that can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely, or (d) as directed by the City Council.

(2) The Clerk shall read the subject of each Consent Calendar item.

(3) The proper Council motion on the Consent Calendar is as follows: "I move adoption of the Consent Calendar." This motion shall be non-debatable and will have the effect of moving to adopt all items on the Consent Calendar. Since adoption of any item on the Consent Calendar implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Calendar. Therefore, prior to the vote on the motion to adopt the Consent Calendar, the Presiding Officer shall inquire if any Councilmember wishes an item to be withdrawn from the Consent Calendar. If any matter is withdrawn, the item withdrawn from the consent calendar shall be the next business in order following the conclusion of the consent calendar.

(l) Public Hearings (see Rule 21 for procedural details).

- (m) Old Business.
- (n) New Business.
- (o) Executive Session (as required)
- (p) Next meeting date announced by Presiding Officer.

(q) Adjournment. No meeting shall be permitted to continue beyond 10:00 PM without approval of three-fourths of the Councilmembers who are present and eligible to vote. A new time limit must be established before taking a Council vote to extend the meeting. In the event that a meeting has not been closed or continued by Council vote prior to 10:00 PM, the items not acted on shall be deferred to the next regular Council meeting as old business, unless the Council, by a majority vote of members present, determines otherwise. (Res. 525 §1, 1988, amended by Res. 894 §1, 2000, amended by Res. 961 §4, 2003, amended by Res. 977, 2004, amended by Res. 1189, 2012).

### **ACTIONS FOR A PUBLIC HEARING**

**RULE 21.** The procedures for a public hearing are as follows:

(a) Prior to the start of the "Comments from the Public" portion of the public hearing, the Presiding Officer may require that all persons wishing to be heard shall sign in with the Clerk, giving their names and addresses, the agenda item, and whether they wish to speak as proponent, opponent, or otherwise. Any person who fails to sign in shall not be permitted to speak until all those who signed in have done so. At any public hearing all persons who have signed in and wish to be heard shall be heard. However, the Presiding Officer shall be authorized to establish speaker time limits and otherwise control presentations to avoid repetition. In public hearings that are not of a quasi-judicial nature, the Presiding Officer, subject to concurrence of the majority of the Council, may establish time limits and otherwise control presentations. The Presiding Officer may change the order of speakers so that testimony is heard in the most logical groupings (i.e. proponents, opponents, adjacent owners, vested interests, etc.).

(b) The Presiding Officer introduces the agenda item, opens the public hearing, and provides a summary of the following Rules of Order and/or advises the public that they may have a copy of such rules, which shall be available with other agenda materials regularly made available to the public at each Council meeting.

(1) "All comments by proponents, opponents, or the public shall be made from the speaker's rostrum and any individual making comments shall first give their name and address. This is required because an official recorded transcript of the public hearing is being made. If there is any appeal to King County Superior Court, the court must make its decision on the basis of what was said here."

(2) "It is not necessary to be a proponent or opponent in order to speak. If you consider yourself neither a proponent nor opponent, please speak during the proponent

portion and identify yourself as neither a proponent nor an opponent."

(3) "No comments shall be made from any other location, and anyone making "out of order" comments shall be subject to removal from the meeting."

(4) "There will be no demonstrations during or at the conclusion of anyone's presentation."

(5) "These rules are intended to promote an orderly system of holding a public hearing, to give every person an opportunity to be heard, and to ensure that no individual is embarrassed by exercising their right of free speech."

(c) (1) When Council conducts a hearing to which the Appearance of Fairness Doctrine, (Rule 15) applies, the Presiding Officer, or in the case of a potential Rule 15 violation by that individual, the Mayor Pro Tem, will ask if any Councilmember knows of any reason which would require such member to excuse themselves pursuant to Rule 15. The suggested form of the announcement is as follows:

"All Councilmembers should now give consideration as to whether they have: (1) a demonstrated bias or prejudice for or against any party to the proceedings; (2) a direct or indirect monetary interest in the outcome of the proceedings; (3) a prejudgment of the issue prior to hearing the facts on the record; or (4) ex parte contact with any individual, excluding Administrative staff, with regard to an issue prior to the hearing. If any Councilmember should answer in the affirmative, then the Councilmember should state the reason for their answer at this time so that the Chair may inquire of Administration as to whether a violation of the Appearance of Fairness Doctrine exists."

(2) When Council conducts a "quasi-judicial" hearing, the Presiding Officer may require that all persons wishing to provide testimony during the course of such hearing provide an oath, on the record, affirming the truth of their testimony. The suggested form and process for such oath is as follows:

The Presiding Officer asks all possible speakers to raise their right hand, asks such individuals to consider the following question and respond "I do", and inquires:

"Do you affirm under penalty of perjury under the laws of the State of Washington that the testimony you are about to provide is true and accurate to the best of your knowledge?"

(d) At the outset of each public hearing or meeting to consider a zoning amendment or zoning reclassification the Presiding Officer will call upon City Administration to describe the matter under consideration, including legal standards for approval of the item before the Council, and ask the parties to limit their presentations to information within the scope of the standards.

(e) The Presiding Officer calls for proponents in quasi-judicial proceedings and for

speakers in non-quasi-judicial proceedings.

(f) The proponents or speakers now speak. (Note: If the City of Des Moines is the proponent, a member or members of the administration shall be designated to give proponent and rebuttal testimony).

(g) The Presiding Officer calls for additional proponents or speakers three times.

(h) In non-quasi-judicial proceedings refer to Rules 21(l), otherwise the Presiding Officer calls for opponents by announcing the following:

"At this time the opponents will have an opportunity to speak. Should any opponent have questions to ask of the proponents, ask the questions during your presentation. The proponents shall note the question asked, and answer such questions when the proponent speaks in rebuttal. The proponent shall be required to answer any reasonable question, provided that the Presiding Officer reserves the right to rule any question out of order."

(i) Opponents speak.

(j) The Presiding Officer calls for additional opponents three times.

(k) The Presiding Officer calls for proponents to speak in rebuttal. A proponent speaking in rebuttal shall not introduce new material. If the proponent does, or is allowed to do so, the opponents shall also be allowed to rebut the new elements.

(l) The Presiding Officer announces the following:

"At this time I will inquire of the administration as to whether there have been any mis-statements of fact or whether the administration wishes to introduce any material as to subjects raised by the proponents or opponents or alter in any regard its initial recommendations."

(m) The Presiding Officer inquires as to whether any Councilmembers have any questions to ask the proponents, opponents, speakers, or administration. If any Councilmember has questions, the appropriate individual will be recalled to the podium.

(n) The Presiding Officer closes the public hearing.

(o) The Presiding Officer inquires if there is a motion by any Councilmembers. If a motion is made, it shall be in the form of an affirmative motion. Following the motion and its second, discussion occurs among Councilmembers. The Presiding Officer may call on individual Councilmembers in the discussion.

(p) The Presiding Officer inquires if there is any further discussion by the Councilmembers.

(q) The Presiding Officer inquires if there are any final comments or recommendations from administration.

(r) The Presiding Officer inquires of the Councilmembers as to whether they are ready for the question.

(s) The Clerk shall conduct a roll call vote.

(t) The Presiding Officer directs administration to prepare findings consistent with the action.

(Res. 571 §2, 1989, amended by Res. 894, §2, 2000, amended by Res. 1140, 2011).

## VOTING

**RULE 22.** The votes during all meetings of the Council shall be transacted as follows:

(a) Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any Councilmember, a roll call vote shall be taken by the Clerk. The order of the roll call vote shall be determined by the Presiding Officer.

(b) In case of a tie in votes on any proposal, the proposal shall be considered lost.

(c) Every member who was in the Council chambers when the question was put, shall give their vote unless the Councilmember excuses himself or herself in accordance with Rule 15. If any unexcused Councilmember refuses to vote "aye" or "nay", their vote shall be counted as a "nay" vote.

(d) The passage of any ordinance, grant or revocation of franchise or license, any resolution for the payment of money, any approval of warrants, and any resolution for the removal of the City Manager shall require the affirmative vote of at least a majority of the whole membership of the Council.

(e) The passage of any public emergency ordinance (an ordinance that takes effect immediately), expenditures for any calamity or violence of nature or riot or insurrection or war, and provisions for a lesser emergency such as a budget amendment shall require the affirmative vote of at least a majority plus one of the whole membership of the Council.

(f) The passage of any motion or resolution not subject to the provisions of RCW, DMMC, or this Resolution as amended, shall require the affirmative vote of at least a majority of the membership of the Council who are present and eligible to vote.  
(Amended by Res. 1140, 2011).

## **COMMITTEES**

**RULE 23.** The procedures governing all committees of the Council shall be as follows:

(a) The following standing committees shall consist of three members of the Council appointed by the Mayor in January of each year or at such time as new standing committees are authorized: Environment, Municipal Facilities, Public Safety & Transportation, and Finance and Economic Development.

(b) Council Committees for a particular purpose may be formed by motion of Council and members shall be appointed by the Mayor.

(c) Committees shall make a recommendation on proposed ordinances, resolutions and motions, within their area of responsibility before action is taken by the Council. Minutes shall be kept of each City Council standing and special committee meeting, listing discussion topics, comments made, and any final recommendations.

The Committee Chair shall present the recommendations of the committee to the City Council at a regular City Council meeting during the discussion of the item of business. (Res. 575 §1, 1989, Amended by Res. 602 1990, Amended by Res. 633 1990, Amended by Res. 664 1991 Amended by Res. 685 1992, Amended by Res. 754 §3, 1994, Amended by Res. 931, §1, 2002, Amended by Res. 940, §1 2002, Amended by Res. 1140, 2011).

## **ENACTED ORDINANCES, RESOLUTION AND MOTIONS**

**RULE 24.** An enacted ordinance is a legislative act prescribing general, uniform, and permanent rules of conduct relating to the corporate affairs of the municipality. Council action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. An enacted resolution is an administrative act which is a formal statement of policy concerning matters of special or temporary character. Council action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. An enacted motion is a form of action taken by the Council to direct that a specific action be taken on behalf of the municipality. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law. (Res. 525 §1, 1988).

## **RESOLUTIONS**

**RULE 25.** A resolution may be put to its final passage on the same day on which it was introduced. The title of each resolution shall in all cases be read prior to its passage; provided, should a Councilmember request that the entire resolution or certain of its sections be read, such requests shall be granted. Printed copies shall be made available upon request to any person attending a Council meeting. (Res. 525 §1, 1988).

## ORDINANCES

**RULE 26.** The procedure for ordinances is as follows:

(a) All ordinances shall have two separate readings. At each reading the title of an ordinance shall in all cases be read prior to its passage; provided that should a Councilmember request that the entire ordinance or certain of its sections be read, such requests shall be granted. Printed copies shall be made available upon request to any person attending a Council meeting.

(b) The provision requiring two separate readings of an ordinance may be temporarily suspended at any meeting of the Council by a majority vote of all members present.

(c) If a Motion to pass an ordinance to a second reading fails, the ordinance shall be considered lost.

(Res. 525 S1, 1988, Amended by Res. 1140, 2011.)

## PERMISSION REQUIRED TO ADDRESS THE COUNCIL

**RULE 27.** Persons other than Councilmembers and administration shall be permitted to address the Council upon introduction by the Presiding Officer. (Res. 525 S1, 1988, Amended by Res. 1140, 2011).

## RECONSIDERATION

**RULE 28.** Any action of the Council, including final action on applications for changes in land use status; but excluding a reconsideration of any action previously reconsidered, motions to adjourn, motions to suspend the rules, an affirmative vote to lay on the table or to take from the table, or a vote electing to office one who is present and does not decline; shall be subject to a motion to reconsider. Such motions can only be made by a member of the prevailing side on the original action. A motion to reconsider must be made no later than the next succeeding regular Council meeting. A motion to reconsider is debatable only if the action being reconsidered is debatable. Upon passage of a motion to reconsider, the subject matter is returned to the table anew at the next regular Council meeting for any action the Council deems advisable. (Res. 525 S1, 1988).

## LEGISLATIVE PROCESS, PREPARATION, INTRODUCTION AND FLOW OF ORDINANCES AND RESOLUTIONS AND MOTIONS

**RULE 29.** Ordinances and resolutions shall be prepared, introduced, and proceed in the manner described on the flow chart attached hereto as Exhibit "A", and by this reference incorporated herein. Prior to final passage of all ordinances, resolutions or motions, such documents or proposals shall be designated as DRAFTS as follows:

(a) PROPOSED DRAFTS shall contain the name of the group, organization, committee or individual originating, initiating or sponsoring the proposal prior to the first presentation to the City Council where a vote is taken directing some official action or further consideration.

(b) COUNCIL DRAFTS shall be documents or proposals which have been presented

in open session and voted on by the City Council when the resultant Council action was other than passage or a vote to cease further consideration. (Res. 525 S1, 1988).

### **COUNCIL RELATIONS WITH BOARDS, COMMISSIONS AND COUNCIL CITIZEN ADVISORY BODIES**

**RULE 30.** All statutory boards and commissions and Council citizen advisory bodies shall provide the Council with copies of minutes of all meetings. Communications from such boards, commissions and bodies to the City Council shall be made in the form of a motion and recorded in the minutes. Any such communication shall be officially acknowledged by the Council and receipt noted in the minutes. The procedure for acknowledging such receipt shall be as follows. Any member of the Council may bring such communication to the Presiding Officer's attention under the agenda item "Committee and Board Reports." The presiding Officer shall state: "So noted for the record," and thereafter the Clerk shall make an appropriate notation in the minutes. Should any member of the Council determine that any such communication be officially answered by the Council, the Presiding Officer shall place the matter on the agenda under New Business for the current meeting or any subsequent meeting. (Res. 525 S1, 1988).

### **COMPLAINTS AND SUGGESTIONS TO COUNCIL**

**RULE 31.** When citizen complaints or suggestions are brought before the City Council not on an agenda, the Presiding Officer shall first determine whether the issue is legislative or administrative in nature and then:

(a) If legislative, and a complaint about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Council finds such complaint suggests a change to an ordinance or resolution of the City, the Council may refer the matter to a committee, Administration or the Council of the whole for study and recommendation.

(b) If administrative and a complaint regarding administrative staff performance, administrative execution of legislative policy or administrative policy within the authority of the City Manager, the Presiding Officer should then refer the complaint directly to the City Manager for his/her review if said complaint has not been so reviewed. The City Council may direct that the City Manager brief or report to the Council when his/her response is made. (Res. 525 S1, 1988).

### **ADMINISTRATIVE COMPLAINTS MADE DIRECTLY TO INDIVIDUAL COUNCILMEMBERS**

**RULE 32.** When administrative policy or administrative performance complaints are made directly to individual Councilmembers, the Councilmember may then refer the matter directly to the City Manager for his/her view and/or action. The individual Councilmember may request to be informed of the action or response made to the complaint. (Res. 525 S1, 1988).

### **FILLING COUNCIL VACANCIES**

**RULE 33.** If a vacancy occurs in the office of Councilmember, the Council will follow the procedures outlined in RCW 35A.13.020. In order to fill the vacancy with the most qualified person available until an election is held, the Council will widely distribute and publish a notice

of the vacancy, the procedure and any application form for applying. The Council will draw up an application form which contains relevant information to answer set questions posed by the Council. The application forms will be used in conjunction with an interview of each candidate to aid the Council's selection of the new Councilmember. (Res. 525 S1, 1988).

**PHOTOGRAPHS, MOTION PICTURES, VIDEO TAPE --  
PERMISSION REQUIRED FOR ARTIFICIAL ILLUMINATION**

**RULE 34.** No photographs, motion pictures, or video tapes that require the use of flash bulbs, electronic flashes, flood lights, or similar artificial illumination shall be made at City Council Meetings without the consent of the Presiding Officer or a majority of the Council. (Res. 525 S1, 1988).

**AUDIO RECORDINGS OF MEETINGS**

**RULE 35.** All meetings of the City Council should be recorded by the City Clerk on an audio recording device. (Res. 657, 1991, amended by Res. 1140, 2011).

**VIDEO RECORDING AND BROADCAST**

**RULE 36.** All public meetings of a quorum of the City Council not exempt from the Open Public Meetings Act held in the Des Moines City Service Center at 21630 11th Avenue South should be video recorded and cablecast within the City. (Res. 772, 1994, amended by Res. 1140, 2011, amended by Res. 1189, 2012).

**SPIRIT OF DES MOINES AWARD PROGRAM**

**RULE 37.** It is the intent of the Des Moines City Council that a Spirit of Des Moines Awards Program be enacted by the Council to honor the commitment and dedication of its named recipients. Awards will be of two kinds; an annual award or lifetime achievement award. The awards shall be made in accordance with the Spirit of Des Moines Awards Policy and attached to these City Council Rules as Appendix A. (Res. 1140, 2011).

**REFERENCES TO DES MOINES MUNICIPAL CODE (DMMC) AND  
REVISED CODE OF WASHINGTON (RCW)**

DMMC 4.04.010 Council Meetings - City Hall Location.

All meetings of the City Council shall be held at 21630 11th Avenue South, which is designated as the location of the City Hall, except that, when necessary, the City Council may hold meetings at other places.

DMMC 4.04.020 Council Meetings - Time.

(1) The regular meetings of the City Council are held every Thursday, with the meetings convening at 7:00 p.m.; except when the regular meeting date falls on a legal holiday the meeting is canceled and the City Council shall not meet.

(2) The Presiding Officer may cancel a regular meeting at the Presiding Officer's discretion as the business of the City Council requires; except the City Council shall meet at least once each month.

RCW 35A.12.050 and 12.060 Forfeiture of Office.

The office of a Mayor or councilmember shall become vacant if the person who is elected or appointed to that position fails to qualify as provided by law, fails to enter upon the duties of that office at the time fixed by law without a justifiable reason, or as provided in RCW 35A.12.060 or 42.12.010. A vacancy in the office of Mayor or in the council shall be filled as provided in chapter 42.12 RCW. An incumbent councilmember is eligible to be appointed to fill a vacancy in the office of Mayor. A Councilmember shall forfeit his office if he fails to attend three consecutive regular meetings of the Council without being excused by the Council.

RCW 35A.13.020 Election of Councilmen - Eligibility - Terms - Vacancies - Forfeiture of Office - Council Chairman.

In council-manager code cities, eligibility for election to the Council, the manner of electing councilmen, the numbering of council positions, the terms of councilmen, the occurrence and the filling of vacancies, the grounds for forfeiture of office, and appointment of a Mayor pro tempore shall be governed by the corresponding provisions of RCW 35A.12.030, 35A.12.040, 35A.12.050, 35A.12.060 and 35A.12.065 relating to the council of a code city organized under the Mayor-council plan, except, that in council-manager cities where all council positions are at-large positions, the City Council may, pursuant to RCW 35A.13.033, provide that the person elected to council position one shall be the Council chairman and shall carry out the duties prescribed by RCW 35A.13.030.

RCW 42.30.080 Special Meetings.

A special meeting may be called at any time by the Presiding Officer of the governing body of a public agency or by a majority of the members of the governing body by delivering written notice personally, by mail, by fax, or by electronic mail to each member of the governing body; and to each local newspaper of general circulation and to each local radio or television station which has on file with the governing body a written request to be notified of such special meeting or of all special meetings. Such notice must be delivered personally, by mail, by fax, or by electronic mail at least twenty-four hours before the time of such meeting as specified in the notice. The call and notice shall specify

the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meetings by the governing body. Such written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the clerk or secretary of the governing body a written waiver of notice. Such waiver may be given by telegram, by fax, or electronic mail. Such written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes. The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

RCW 42.30.090 Adjournments.

The governing body of a public agency may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting the clerk or secretary of the governing body may declare the meeting adjourned to a stated time and place. He/she shall cause a written notice of the adjournment to be given in the same manner as provided in RCW 42.030.080 for special meetings, unless such notice is waived as provided for special meetings. Whenever any meeting is adjourned a copy of the order or notice of adjournment shall be conspicuously posted immediately after the time of the adjournment on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by ordinance, resolution, bylaw, or other rule.

RCW 42.30.110 Executive Sessions.

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting.

- (a) To consider matters affecting national security;
- (b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;
- (c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;
- (d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood increased costs;
- (e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;
- (f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;

(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when the governing body elects to take final action hiring, setting the salary or an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;

(h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;

(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western library network prices, products, equipment, and services, when such discussion would be likely to adversely affect the network's ability to conduct business in a competitive economic climate. However, final action on these matters shall be taken in a meeting open to the public.

(k) To consider, in the case of the state investment board, financial and commercial information when the information relates to the investment of public trust or retirement funds and when public knowledge regarding the discussion would result in loss to such funds or in private loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the development, acquisition, or implementation of state purchased health care services as provided in RCW 41.05.026;

(m) To consider in the case of the life sciences discovery fund authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information

(2) Before convening in executive session, the Presiding Officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the Presiding Officer.

RCW 42.30.140 Chapter Controlling - Application. If any provision of this chapter conflicts with the provisions of any other statute, the provisions of this chapter shall control: *Provided*, that this chapter shall not apply to:

(1) The proceedings concerned with the formal issuance of an order granting, suspending, revoking, or denying any license, permit, or certificate to engage in any business, occupation or profession or to any disciplinary proceedings involving a member of such business, occupation or profession, or to receive a license for a sports activity or to operate any mechanical device or motor vehicle where a license or registration is necessary; or

(2) That portion of a meeting of a quasi-judicial body which relates to a quasi-judicial matter between named parties as distinguished from a matter having general effect on the public or on a class or group; or

(3) Matters governed by Title 35 RCW, the administrative procedure act; or

(4)(a) Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

RCW 42.36.010 Local Land Use Decisions.

Application of the appearance of fairness doctrine to local land use decisions shall be limited to the quasi-judicial actions of local decision-making bodies as defined in this section. Quasi-judicial actions of local decision-making bodies are those actions of the legislative body, planning commission, hearing examiner, zoning adjuster, board of adjustment, or boards which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested case proceeding. Quasi-judicial actions do not include the legislative actions adopting, amending, or revising comprehensive, community, or neighborhood plans or other land use planning documents or the adoption of area-wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance.

RCW 42.36.040 Public Discussion by Candidate for Public Office.

Prior to declaring as a candidate for public office or while campaigning for public office as defined by RCW 42.17.020 (9) and (41) no public discussion by expression of an opinion by a person subsequently elected to a public office, on any pending or proposed quasi-judicial actions, shall be a violation of the appearance of fairness doctrine.

RCW 42.36.050 Campaign Contributions.

A candidate for public office who complies with all provisions of applicable public disclosure and ethics laws shall not be limited from accepting campaign contributions to finance the campaign, including outstanding debts; nor shall it be a violation of the appearance of fairness doctrine to accept such campaign contributions.

RCW 42.36.060 Quasi-judicial Proceedings - Ex Parte Communications Prohibited, Exceptions.

During the pendency of any quasi-judicial proceeding, no member of a decision-making body may engage in ex parte communications with opponents or proponents with respect to the proposal which is the subject of the proceeding unless that person:

(1) Places on the record the substance of any written or oral ex parte communications concerning the decision of action; and

(2) Provides that a public announcement of the content of the communication and of the parties' rights to rebut the substance of the communication shall be made at each hearing where action is considered or taken on the subject to which the communication related. This prohibition does not preclude a member of a decision-making body from seeking in a public hearing specific information or data from such parties relative to the decision if both the request and the results are a part of the record. Nor does such prohibition preclude correspondence between a citizen and his or her elected official if any such correspondence is made a part of the record when it pertains to the subject matter of a quasi-judicial proceeding.

**REFERENCES TO RESOLUTION NO. 1070 POLICIES GOVERNING CITY  
COUNCIL PARTICIPATION IN PUBLIC CONTRACTS**

1. Interlocal Agreements. Chapter 39.34 RCW requires the governing bodies of participating public agencies to take appropriate action by ordinance, resolution or otherwise before interlocal agreements may enter into force. All interlocal agreements should appear on the consent calendar, subject to removal in accordance with the City Council Rules of Procedure.

2. Franchise Agreements. Franchise agreements such as Comcast, PSE, water, sewer, and the like require City Council approval. Franchise agreements should be referred to an *Ad Hoc* Council Committee for the study and recommendation prior to presentation to the City Council for approval.

3. Public Works (small works roster).

(a) MRSC rosters. The City wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to adopt for City use those state-wide electronic databases for small works roster and consulting services developed and maintained by MRSC and authorizes the City Manager to sign that contract. In addition, paper and/or electronic rosters may be kept on file by appropriate City departments.

(b) Small works rosters. The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:

(i) Cost. The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair or improvement of real property where the estimated cost does not exceed Two Hundred Thousand Dollars (\$200,000.00), which includes the costs of labor, material, equipment, and sales and/or use taxes as applicable. Instead, the City may use the small works roster procedures for public works projects as set forth herein. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.

(ii) Publication. At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a small works roster.

(iii) Telephone or written quotations. The City shall obtain telephone, written, or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) and may establish supplementary bidder criteria under RCW 39.04.350(2).

(A) A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.

(B) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five (5) contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from One Hundred Thousand Dollars (\$100,000.00) to Two Hundred Thousand Dollars (\$200,000.00), the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by:

- (1) Publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
- (2) Mailing a notice to these contractors; or
- (3) Sending a notice to these contractors by facsimile or email.

(C) At the time bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.

(D) A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

(c) Limited public works process.

(i) If a work, construction, alteration, repair, or improvement project is estimated to cost less than Thirty-Five Thousand Dollars (\$35,000.00), the City may award such a contract using the limited public works process provided under RCW 39.04.155(3). For a limited public works project, the City will solicit electronic or written quotations from a minimum of three (3) contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.

(ii) For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

(iii) The City shall maintain a list of the contractors contacted and the contracts awarded during the previous twenty-four (24) months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

(iv) Determining the lowest responsible bidder. The City Council

shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City may call for new bids. A responsible bidder shall be a registered and/or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsibility criteria established by the City.

(v) Award. The City Manager or his designee shall present all telephonic quotations/bids, and recommendation for award of the contract to the lowest responsible bidder to the City Council. However, for public works projects under Fifty Thousand Dollars(\$50,000.00), the City Manager shall have the authority to award public works contracts without City Council approval. For public works projects over Fifty Thousand Dollars (\$50,000.00), the City Council shall award all public works contracts.

(c) Consulting services rosters.

(i) Consulting services. Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.

(ii) Publication. At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find the address and telephone number of a representative of the City who can provide further details as to the City's projected needs for consulting services. Firms or persons providing consulting services shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a consulting services roster.

(iii) Professional architectural and engineering services. The MSRC rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce generally to the public the City's projected requirements for any category or type of professional or other consulting services. The City reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the agency and to use paper and/or other electronic rosters that may be kept on file by appropriate City documents.

4. Public Works (Subject to Bid). Public work projects exceeding \$200,000 are subject to bid laws and shall be processed in accordance with the Revised Code of Washington. After opening of bids, results shall be submitted to the Council Committee of origin for study and recommendation prior to being presented to the City Council for approval and if there is no Council Committee of origin, shall be considered by the Council as a whole. Action taken by the City Council in awarding the bid and directing the City Manager to sign contracts should include authority granted to the City Manager to expend funds in the amount of the bid award plus ten percent.

5. Purchase of Supplies, Material, Equipment, and Non-Professional Services. For Code cities of a population of 20,000 or greater there are no bidding requirements for purchases of supplies, material, equipment, or services which are not purchased in connection with a public work. For such purchases, the City Manager shall adopt written guidelines, subject to City Council approval, to ensure that purchases are made at the lowest possible price from a responsible vendor.

6. Architectural and Engineering Services. Chapter 39.80 RCW provides that in selecting architect and engineer consultants the City shall conduct discussions with one or more firms and shall select the firm deemed the most highly qualified to provide the services required for the proposed project. The Attorney General of the State of Washington has issued an opinion precluding cities from considering price when selecting architects and engineers, except for a final price negotiation after the most qualified architect or engineer has been selected. The following process shall govern awarding of contracts to architects or engineers:

- (a) The City Manager shall advertise the architectural and engineering requirements;
- (b) The City Manager shall thereafter enter into discussion with several firms and select the most qualified architect or engineer;
- (c) The City Manager shall then negotiate the scope of work and price with the architect or engineer selected; and
- (d) If the contract amount does not exceed \$20,000 and has been previously budgeted, the City Manager shall be authorized to sign a contract for such services without approval by the City Council or any committee thereof. If the contract amount exceeds \$20,000, the Contract should appear on the consent calendar, subject to removal in accordance with the City Council Rules of Procedure.
- (e) In case of a disaster, emergency, or immediate City need, including assistance on Capital Improvement Program projects and general engineering services previously approved by the Council, the City Manager shall be authorized to sign Task Order Assignments on multi-year "on-call" civil engineering services consultant contracts, which have been previously approved by the Council for services if the Task Order Assignment does not exceed \$50,000.
- (f) The City Manager shall, as part of the City Manager's monthly report, provide the City Council with a list of contracts with consultants that have been approved by the City Manager pursuant to this resolution.
- (g) The City Manager shall not allow task order assignments for a specific single project that cumulatively add up to an amount greater than \$50,000.00 without being approved by the City Council.

7. Leases of City Real Property. Leases of City real property are subject to review and approval by the City Council. The Mayor shall have discretion to submit any such lease to a standing or ad hoc committee for study and recommendation prior to being presented to the City Council for approval.

8. Contracts for General Professional Services. Contracts for general professional services, which do not involve architects or engineers, are not subject to the bid laws of the State of Washington. Examples of such services are computer consultants, financial consultants, management consultants, and the like. The process for awarding general professional services contracts shall be as follows:

- (a) The City Manager shall research the persons and firms that are available to such professional services, taking into consideration recommendations from any source.
- (b) The City Manager shall then negotiate a contract with the party selected, including scope of work and price.

(c) If the contract amount does not exceed \$20,000 and has been previously budgeted, the City Manager shall be authorized to sign a contract for such services without the approval by the City Council or any committee thereof. If the contract amount exceeds \$20,000, the contract should appear on the consent calendar, subject to removal in accordance with the City Council Rules of Procedure.

9. Administrative Contracts. Administrative contracts are contracts which do not fall into any other category described in this rule, and are for services previously budgeted by the City Council. Examples of administrative contracts are agreements with the Sexual Assault Center, VanGo, Senior Nutrition, D.A.W.N., and the like. The City Manager is authorized to execute administrative contracts, and the same shall not be subject to approval by the City Council or any committee thereof.

## **APPENDIX A**

# **THE SPIRIT OF DES MOINES AWARDS PROGRAM POLICY**

The spirit of any community is its citizens, community leaders, volunteers and donors. We are all bettered by the commitment and dedication they exhibit in keeping or enhancing those things that make the City of Des Moines special to us. We are remiss if we don't, from time to time, acknowledge those efforts. That is the impetus behind the Spirit of Des Moines Awards.

### **PURPOSE**

The Spirit of Des Moines Award is given to publicly acknowledge the efforts and accomplishments of individuals' civic and community service to the betterment of the community of Des Moines, Washington – both over the course of a year, and over a lifetime.

### **ELIGIBILITY**

Up to two individuals may be acknowledged in both the annual award, and lifetime award categories. Nominees for the award need not be Des Moines residents, but must have shown a consistent commitment and dedication to the betterment of Des Moines. Any person is eligible for the annual Spirit of Des Moines Award. Any person is eligible for the lifetime Spirit of Des Moines Award who has demonstrated at least two decades of civic and community service, or who has performed an extraordinary service to the community with long-lasting implications. An annual award recipient is eligible to be considered for future Spirit of Des Moines awards. A lifetime award recipient is ineligible to be considered for future Spirit of Des Moines awards.

### **NOMINATIONS**

In September of each year, the community shall be solicited for nominees for the annual and lifetime Spirit of Des Moines Awards. Nominations shall be reviewed by a community-based review committee, and finalists will be chosen based on the eligibility criteria and any materials submitted to support the nomination. There will be at least two finalists for each position.

### **REVIEW COMMITTEE**

A community-based review committee shall be established to review nominations from the community for the Spirit of Des Moines Awards. The review committee shall have no more than nine (9) members, and no fewer than five (5) members. The members of the review committee, who must be residents of Des Moines, shall be chosen from a cross-section of the Des Moines community – both geographically and in terms of the activities of the community. The Mayor and one other Des Moines City Councilmember shall serve on the committee, and the Mayor will be entrusted with choosing the remaining committee members. Neither elected official shall chair the review committee. Meeting notes shall be taken by the review committee, and those notes shall be kept and maintained by the City of Des Moines.

**REVIEW PROCESS**

Nominations are solicited from the community in September each year. The review committee shall meet no later than October 15<sup>th</sup>, and finalists shall be chosen by the committee no later than November 1<sup>st</sup>. Recipients shall be chosen by the Council from the group of finalists.

**PUBLIC ACKNOWLEDGEMENT**

The Spirit of Des Moines Awards shall be given out at a public meeting or event by the Mayor, no later than the middle of November each year. The physical awards reflect the connection of Des Moines, Washington to Puget Sound, and the official City of Des Moines theme of “the Waterland Community”.

**CONTRIBUTIONS AND SPONSORSHIPS**

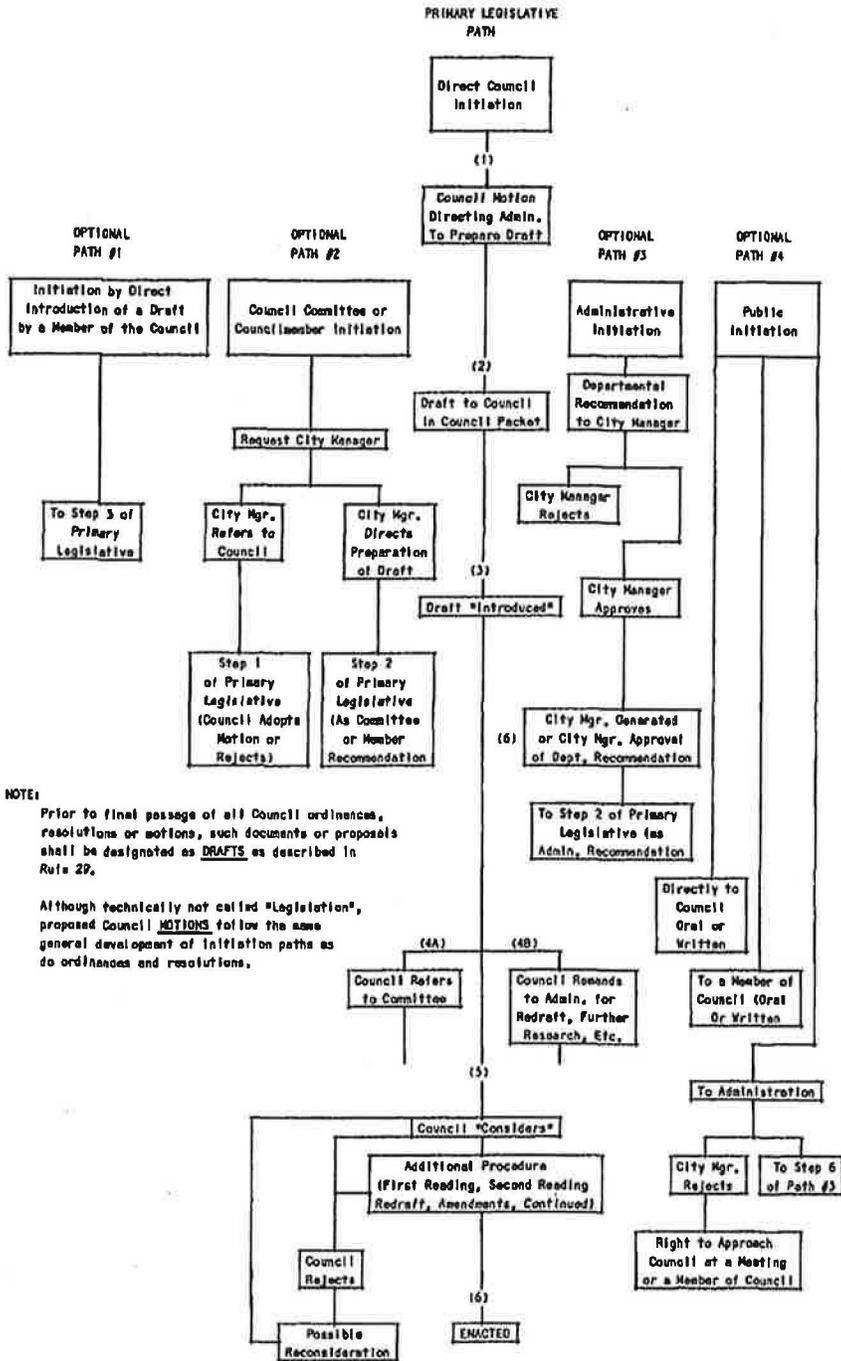
Contributions and sponsorships may be solicited to offset the cost of presenting the Spirit of Des Moines Awards. Any funds collected in excess of the direct cost of presenting the awards shall be shared equally among Award recipients, and given as donations in their name to a local charity of their choosing.

**ORGANIZATION AWARD**

An honorary award may be given each year, at the recommendation of the review committee, to recognize the activities of an organization that has demonstrated a consistent commitment and dedication to the betterment of Des Moines.

(Res. 1140, 2011).

EXHIBIT "A" TO RESOLUTION NO. 525  
LEGISLATIVE PROCESS (Ordinances & Resolutions)



## A G E N D A I T E M

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

SUBJECT: South 223<sup>rd</sup> Street – Pavement  
Rehabilitation Project Consultant Services  
Contract

ATTACHMENTS:

1. Consultant Services Contract – KPG Inc.
2. CIP Project Budget Worksheet

FOR AGENDA OF: February 16, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: February 8, 2017

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSB

- Legal RG
- Finance DM
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

#### **Purpose and Recommendation**

The purpose of this agenda item is for City Council to approve a Consultant Services Contract (Attachment 1) with KPG Inc. to provide engineering services for the South 223<sup>rd</sup> Street – Pavement Rehabilitation Project.

#### **Suggested Motion**

**Motion 1:** “I move to approve the Consultant Services Contract with KPG Inc. to provide engineering services for the South 223<sup>rd</sup> Street – Pavement Rehabilitation Project in the amount of \$99,834.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.”

## **Background**

On August 20<sup>th</sup>, 2015, the City Council enacted Ordinance 1625 which increased the annual vehicle license fee from twenty dollars (\$20) to forty dollars (\$40) per RCW 82.80.140. This fee has been, and continues to be collected and transferred to the City of Des Moines in order to cover expenditures in the Street Fund related to the preservation of transportation needs on the City's arterial roadways. Additionally, the City has entered into multiple franchise utility agreements in 2016 that provide supplemental revenue to arterial street preservation efforts.

With the vehicle license fee increase and franchise utility fees, the City has set up an annual arterial street paving capital expenditure solely for arterial street preservation projects. In order to prioritize arterial roadway preservation needs, the City conducted a citywide pavement asset survey and 5-year capital investment plan to ensure expenditures will maximize roadway life spans. The asset survey results were then presented to the City's Public Safety and Transportation Committee on January 5<sup>th</sup>, 2017. Assumptions made to help prioritize the 5-year investments include focus on higher roadway classification, 90% budget allocation to overlays vs surface treatments, and rehabilitation of South 223<sup>rd</sup> Street in 2018 (MVD to 24<sup>th</sup> Ave S). The committee concurred with the assumptions.

Prior to the institution of sustainable funding sources for pavement preservation, and given the costs associated with the rehabilitation of South 223<sup>rd</sup> Street, the City applied for street preservation grants with the Transportation Improvement Board (TIB), most recently in 2014. The applications have been unsuccessful.

## **Discussion**

The current condition of South 223<sup>rd</sup> Street from Marine View Drive to 24<sup>th</sup> Avenue South is considered marginal to poor, except for a small segment between 13<sup>th</sup> Avenue South to 16<sup>th</sup> Avenue South which is in good condition. For those segments not in good condition, it is expected that the roadway will require reconstruction vs a standard overlay due to observed pavement failure modes present. This effort will help maximize the rehabilitation investment and proposed pavement longevity. Roadway reconstruction efforts require not only design engineering, but geotechnical investigation as well to ensure the proposed roadway section and subgrade repairs are adequate. The geotechnical investigation will also allow for the analysis of different rehabilitation construction methods that can guide cost effective solutions.

As part of the proposed South 223<sup>rd</sup> Street Pavement Rehabilitation Project, multiple utility providers have expressed interest in upgrades to their systems prior to, or in conjunction with the roadway work. The City's Surface Water Management department proposes limited storm drainage facility improvements, while highline Water District will be replacing their water main between 16<sup>th</sup> Avenue South and 24<sup>th</sup> Avenue South. As part of this Consultant Services Contract, the storm water utility work is included within.

In order to fulfill the project design engineering and geotechnical investigation, consultant support will be needed. City staff prepared a Request for Proposal (RFP) and solicited three firms for a submittal. Proposals were then reviewed and KPG Inc. was selected as best qualified to perform the work.

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

- Limited survey and base-mapping primarily for storm drainage design
- Geotechnical exploration and recommendations
- Prepare utility conflict plan

- Storm drainage design including Technical Information Report (TIR) per 2016 KCSWDM
- Final design and bid documents for roadway rehabilitation
- Limited SEPA permitting support to assist City application
- Limited General Storm Water Construction Permit support to assist City application

### **Alternatives**

#### *Alternative 1: No Contract Authorization*

The City Council could elect not to approve the Consultant Services Contract with KPG Inc. The City would then need the equivalent of one (1) full time engineer for approximately 8 months to complete the design including on-call contracting with a geotechnical engineer for rehabilitation recommendations.

### **Financial Impact**

The City's CIP Budget Worksheets include revenues to achieve funding for this Consultant Services Contract (Attachment 2).

### **Recommendation**

Staff recommends adoption of the motion.

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## **CONSULTANT SERVICES CONTRACT between the City of Des Moines and**

### **KPG Inc.**

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and KPG Inc. organized under the laws of the State of Washington, located and doing business at 3131 Elliott Ave., Suite 400; Seattle, WA 98121; (206) 286-1640 (hereinafter the "Consultant").

#### **I. DESCRIPTION OF WORK.**

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

See "Exhibit A"

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

**II. TIME OF COMPLETION.** The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I within 18 months.

#### **III. COMPENSATION.**

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed \$99,834.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit B for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**XVI. MISCELLANEOUS PROVISIONS.**

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

B. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

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

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

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

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

<p><b>CONSULTANT:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____  <i>(Title)</i></p> <p>DATE: _____</p>	<p><b>CITY OF DES MOINES:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: <u>Michael Matthias</u></p> <p>Its <u>City Manager</u>  <i>(Title)</i></p> <p>DATE: _____</p> <p style="text-align: right;">Approved as to form:</p> <p style="text-align: right;">_____  City Attorney</p> <p style="text-align: right;">DATE: _____</p>
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**NOTICES TO BE SENT TO:****CONSULTANT:**

Terry Wright, PE]  
 KPG Inc.  
 2502 Jefferson Avenue  
 Tacoma, WA 98402  
 (253) 627-0720 (telephone)  
 [Insert Fax Number] (facsimile)

**NOTICES TO BE SENT TO:****CITY OF DES MOINES:**

Andrew Merges, PE, EMPA  
 City of Des Moines  
 21630 11<sup>th</sup> Avenue S., Suite A  
 Des Moines, WA 98198  
 (206) 870-6568 (telephone)  
 [Insert Fax Number] (facsimile)

## Exhibit A

**City of Des Moines**  
**South 223rd Street - Pavement Rehabilitation Project**  
**Scope of Work**

KPG Inc.  
February 2017

**A. PROJECT DESCRIPTION/BACKGROUND**

The following Scope of Work outlines effort required to develop Plans, Specifications, and Estimate for resurfacing South 223<sup>rd</sup> Street, between Marine View Dr S and 13<sup>th</sup> Ave S and 16<sup>th</sup> Ave S to 24<sup>th</sup> Ave S (approximately 5,400 feet). This project may include more than one rehabilitation method as determined during the geotechnical investigation. Other City improvements include localized improvements to the storm water collection system.

**B. ASSUMPTIONS**

The following assumptions were made to provide direction for the design:

- Overlay will not be required between 13<sup>th</sup> Ave S and 16<sup>th</sup> Ave. S.
- Neither right of way nor easement acquisition will be required.
- Right of way will not be delineated.
- Special Provisions will be developed based on the 2016 WSDOT Standard Provisions.
- With the exception of Storm Water collection systems City utility improvements are not part of this Scope of Work.
- Traffic signal at Marine View Dr. S will not be modified.
- No curb ramps, concrete curbs, HMA curbs, or sidewalk will be installed or replaced.
- Applicable WSDOT 'TC' Plans will be included in the Contract documents. Project specific Temporary Traffic Control Plans will not be developed.
- Plans will be developed using AutoCAD 2015 Civil 3D using KPG drafting standards.
- City will be responsible for preparing applications and acquiring all required City permits.
- Environmental Documentation – City will complete SEPA checklist and D.O.E. General Stormwater permit.
- Coordination and/or design of utility district improvements is not included within this scope and budget.
- There are no federal or other outside funding.
- Design phase will not start and stop but instead it will begin in February of 2017 and will continue until complete. Once complete the project will be placed on hold and bid in late 2017 or early 2018.
- Vertical alignment of road way will not be changed.
- Design will not include a finish ground centerline, if needed it will be created by the contractor as a part of the contract requirements.

## Exhibit A

**C. CITY -PROVIDED ITEMS:**

The City of Des Moines will provide/prepare the following, if available:

- ❑ Locates for existing City public utilities.
- ❑ Aerials of the project area.
- ❑ Highline water main replacement drawings and AutoCad files (16<sup>th</sup> to 24<sup>th</sup>).
- ❑ City permits

**D. SCOPE OF WORK****TASK 1 – MANAGEMENT/COORDINATION/ADMINISTRATION**

This task covers the effort required to manage the contract and to ensure that the project meets the client's expectations for schedule, budget, and quality of product. In order for the City to track effort associated with the Storm Water Design the time associated with the following sub task have been included within Task 5 Budget sheet. This Scope of Work assumes a seven (7) month contract duration:

- 1.1 Provide project administrative services including:
  - Preparation of monthly invoices
  - Maintaining project files
  - Record keeping and project closeout
- 1.2 Provide project management services including:
  - Project staff management and coordination
  - KPG design team coordination meetings
  - Coordination with sub-consultants
- 1.3 Coordinate with City staff, including preparation and attendance of up to 1 coordination meetings throughout the duration of the project
- 1.4 Provide QA / QC reviews by senior staff of all major deliverables prior to submittal to the City.

**Task Deliverables:**

- Monthly invoices
- Meeting notes for Consultant/City Meeting

## Exhibit A

**TASK 2 – SURVEY AND BASE MAPPING**

This task describes the effort anticipated to conduct field survey and create a base map for resurfacing design and design of curb ramps to be replaced. In order for the City to track effort associated with the Storm Water Design the time associated with the following sub task have been included within Task 5 Budget sheet.

- 2.1 Survey Control: Existing monuments and property markers will be located and horizontal and vertical control points set, which will be used for mapping and control during construction.
- 2.2 Topographic Mapping: Topographic mapping will be split into three types.
  - Detailed Topographic: mapping will include all surface improvements and locations of underground utilities. This mapping will be provided in the areas of storm drainage improvements (see Task 5 for Locations).
  - Limited Topographic: between Marine View Dr. S and 16<sup>th</sup> Ave S mapping will include location of surface utilities within the paved road surface, centerline, and edge of pavement.
  - Basemap by others: between 16<sup>th</sup> Ave S and 24<sup>th</sup> Ave S KPG will utilize AutoCAD files prepared by PACE engineers for the Highline Water district improvements.
- 2.3 Perform observation and measure-downs of existing storm drain catch basins and sanitary sewer manholes. The approximate size, type (brick, concrete), and general condition of the structures to confirm suitability for continued use, and approximate size and location of storm drainage pipes will be documented. These observations will be made from the surface.
- 2.4 Develop Base Map: The above information will be combined into a design base map prepared in AutoCAD 2015 using KPG drafting standards. Where limited topographic mapping occurs the City provided aerial maps will be used to augment the basemap.

**Task Deliverables:**

- Electronic base map showing utility locations, surface features, and contours at 1 foot intervals (storm drain improvements areas).
- Electronic base map showing pavement edges and surface utilities combined with aerial maps.
- Electronic base map showing basemap provided by others.

**Task Assumptions:**

- City will call on-call for utility coordinates.
- The base map will consist of aerials augmented with survey information as specified above. The survey information portion of the base map will be prepared in AutoCAD 2015 using KPG drafting standards.
- City utilities will be located by City staff.
- Property corners and line points will not be set as part of this Scope.
- Neither right of way nor lot lines will be delineated.
- Rights-of-Entry for survey will be acquired by the City.
- Utility locates will not be done (and utilities will not be shown on the base map), except in areas of Detailed mapping.

## Exhibit A

- One Call will be utilized for utility locates.

### TASK 3 – GEOTECHNICAL ENGINEERING

Geotechnical investigation and pavement design recommendations will be provided by GeoDesign. See the attached Proposal from GeoDesign. KPG's effort on this task will be to develop figures, provide QA on DRAFT Reports, and coordinate/participate in meetings with City staff to confirm the design recommendations and the preferred rehabilitation method(s).

### TASK 4 – UTILITY COORDINATION

It is anticipated that Franchise will install new and relocate existing improvements. This Scope of Work includes limited utility coordination. To avoid project delays and utility conflicts, KPG will take an active role in coordinating with private utilities affected by the proposed improvements. Effort included under this task is as follows:

- 4.1 Prepare letters requesting utility record information and send to each purveyor. Request that franchise utility review plans and determine if conflicts between utility maps and proposed utilities exist.
- 4.2 Prepare utility pot hole plan for City to coordinate pot holes with affected utilities. This is only anticipated to be required for storm water system improvements. Associated budget is shown under Storm Drain Task 5.
- 4.3 Provide preliminary construction estimates for roadway restoration work associated with Highline Water improvements as shown drawing provided by the City and prepared by PACE engineers.

#### Task Deliverables:

- Letters to purveyors
- Preliminary construction cost estimate for Highline Water Improvements.
- Utility pot hole plan

#### Task Assumptions:

- The affected purveyors will complete potholes or directly contract with third party.
- Required utility relocations will be designed by franchise utility companies and may be included in construction documents but no coordination effort has been included within this budget.

### TASK 5 – STORM DRAINAGE DESIGN

As part of the overlay project four separate storm drainage site improvements will be required. In general the improvements will be where and as shown in the RFP. The following is the anticipated locations and general description:

- 9th Ave S: 180' +/- of SD and 3 type one CB's.
- 15th Ave S: 115' +/- storm pipe and 1 type one CB
- South side of 223<sup>rd</sup> between 16<sup>th</sup> Ave and 19<sup>th</sup> Ave, 360' +/- of 12" SD, 216' of 8" SD, 3 CB and yard drain connections.
- South side of road near driveway to PW Yard, 260' of 12" SD and 1 CB

## Exhibit A

This task includes the above-described drainage conveyance improvements as well as documentation to show compliance with the applicable requirements of the 2016 King County Surface Water Design Manual (KCSWM), the City's adopted stormwater management standard.

- 5.1 Calculate project areas and determine applicable stormwater management requirements. If required, perform evaluation for implementation of Flow Control BMPs (dispersion, infiltration, bioretention, and permeable pavement BMPs) to maximum extent feasible per Core Requirement #9 of KCSWDM. Document infeasibility criteria that apply to the project.
- 5.2 Prepare and abbreviated Surface Water Technical Information Report (TIR) to document the project's compliance with the applicable Core and Special Requirements of the 2016 KCSWDM.
- 5.3 Prepare design plans and profiles for storm drainage conveyance improvements. See Task 6 for details

### **Task Deliverables:**

- Storm drainage plans and profiles (see Task 6 for list), 60%, 90% and Final design submittals
- Abbreviated Surface Water Technical Information Report, draft (60%), and final (Post-90%)

### **Task Assumptions:**

- The capacity of proposed storm drainage conveyance improvements will be based on the capacity of upstream and downstream pipe capacity. Hydrologic modeling will not be performed.
- Since the project does not propose to add new impervious surfaces or new pollution-generating surfaces, requirements for flow control or water quality treatment will not be triggered.
- Replaced impervious surfaces resulting from pavement rehabilitation will be subject to Core Requirement 9, Flow Control BMPs. Complying with this requirement will require an analysis of the feasibility of implementing dispersion, infiltration, bioretention, and permeable pavement BMPs. Determining the feasibility or infeasibility of certain BMPs may require input from the project geotechnical engineer. Based on our understating of the project site and constraints it is anticipated that L.I.D. will not be suitable or required for this project.
- The Abbreviated TIR will not include all sections and content specified in Section 2.3.1.1 of the KCSWDM, rather, only that information needed to document the project's compliance with stormwater management requirements will be included.

## **TASK 6 –30%, 90%, AND FINAL DESIGN SUBMITTAL**

This task includes the effort required to develop 30% Plans and Estimate, 90% PS&E, and Bid Documents. In order for the City to track effort associated with the Storm Water Design the time associated with the following sub task have been included within Task 5 Budget sheet.

- 6.1 Prepare 30 percent design plans witch show paving limits, horizontal layout of Storm System, and channelization.
- 6.2 A set of 90% Contract Documents (design drawings, specifications, and cost estimate) will be produced for City review and comment. KPG will prepare design plans to a 90% level to include the following:
  - Plans will be prepared in such detail as to permit field layout and construction within a degree of accuracy acceptable to the City and in accordance with industry, WSDOT, and City Standards.

## Exhibit A

- Typical sections and details will be provided, except for items available as standard details from the State or others, which will be included in an appendix to the specifications.
- City Standard Details will be included in the Plan set.
- The 90% and design plans will consist of the following:

Title	Number
Cover Sheet	1
Typical Roadway Sections	2
Storm Drainage (20 Scale, Plan/ Profile)	5
Storm Drainage Details	2
Overlay, Pavement Marking, & Alignment (20 Scale, Plan/Plan)	6
Overlay Details	2
<b>TOTAL</b>	<b>18</b>

- Special Provisions based on WSDOT 2016 Standard Specifications.
- Construction Cost Estimate based on the 90% PS&E package.

Design Review Meeting (90%) – The purpose of this meeting is to conduct a working review of the PS&E. The comments, discussion, and decisions from this meeting will be incorporated into the 90% PS&E package. Plans will be submitted for review 2 weeks prior to the meeting.

### 6.3 Environmental:

- **To be completed by City:** SEPA: KPG will complete a SEPA Checklist and submit to City. City will publish required SEPA add. Design modification will be considered out of scope.
- **To be completed by City:** Storm Water Construction Permit: approximately one month prior to bidding KPG will assist the City in completing and submitting a general construction storm water permit.

6.4 Public Involvement: KPG will assist the City in preparing a public notification flyer.

6.5 Final Plans, Specs & Estimate – KPG will address City comments and prepare Bid Ready PS&E.

### Task Deliverables:

Deliverables with each Submittal to the City will include the following:

- **30% Submittal**
  - Draft 30% Plans and Estimate (2 half sized hard copies to City).
- **90% Submittal**
  - Draft 90% PS&E (2 half sized hard copies to City).
  - City 60% Design Review Response List.
- **Bid Documents (Hard Copy and Electronic Bid Documents)**
  - Hard Copy Submittal
    - 1 set ½ size Plans (11x17) and Specifications
    - 1 set full size Plans (22x34)

## Exhibit A

- Construction Cost Estimate
- Electronic Submittal
  - 1 Construction Cost Estimate (PDF and Excel format)
  - Project Contract Documents (PDF and Word format)
  - 1 Set ½ Size Plan Set (11x17) (PDF and CADD)
  - 1 Set Full Sized Plans (22x34) (PDF and CADD)

### **Task Assumptions:**

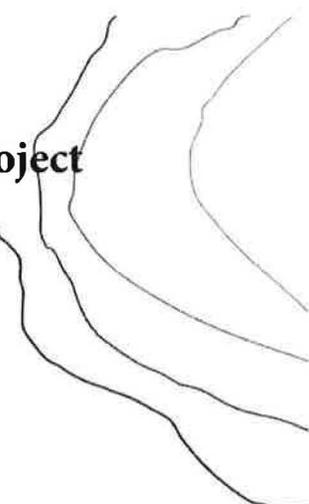
- No work will occur between 16<sup>th</sup> Ave S and 13<sup>th</sup> Ave. S.
- Driveway restoration will be per typical detail.
- No modifications will be made to the wide paved shoulder between Marine View Dr. and 10<sup>th</sup> Ave S.
- Temporary Traffic Control Plans will not be prepared.
- All improvements will be within existing right of way.
- Existing curb lines will remain unchanged.
- No public involvement meeting or property owner meetings will be required.
- The Contract Legal, General, and Specifications will be based on the 2016 WSDOT Standard Specifications for Road, Bridge, and Municipal Construction and follow the same format as the 216<sup>th</sup> Gateway Project.
- The 90% Contract Documents will be reviewed in a single meeting with the City. Plans and specifications will be submitted to the City 2 weeks before the review meeting. The City will conduct a single review/edit of the 90% Contract Documents.

### **ADDITIONAL SERVICES**

KPG can provide services in addition to those outlined above as requested by the City. It is assumed that additional services such as franchise utility coordination, Bidding support, construction engineering/management/inspection support, construction survey, developing Record Drawings, etc. shall be covered under a separate supplemental agreement between the City and KPG.

# Task 3 - Geotechnical Engineering

## South 223rd Street - Pavement Rehabilitation Project



January 31, 2017

KPG, Inc.  
3131 Elliott Avenue, Suite 400  
Seattle, WA 98121

Attention: Terry Wright, P.E.

**Proposal**  
**Pavement Engineering Services**  
South 223<sup>rd</sup> Street Pavement Rehabilitation Project  
Des Moines, Washington  
GeoDesign Project: KPG-73-01

### INTRODUCTION

GeoDesign, Inc. is pleased to submit this proposal for pavement engineering services for the South 223<sup>rd</sup> Street Pavement Rehabilitation Project in Des Moines, Washington. Our information is based on recent e-mail and telephone communications. We understand the City of Des Moines (City) plans to restore the pavement along South 223<sup>rd</sup> Street from 24<sup>th</sup> Avenue South to Marine View Drive South and has also indicated acceptance of our earlier proposal to use falling weight deflectometer (FWD) equipment to support the pavement investigation.

Our pavement engineering services will consist of FWD testing, subsurface explorations, laboratory testing, pavement analysis, and pavement design recommendations for the segment of South 223<sup>rd</sup> Street identified above. Our recommendations will include pavement rehabilitation or reconstruction options. We will coordinate our activities with KPG and appropriate City personnel regarding right-of-way permitting, public notification, traffic control, and scheduling.

### SCOPE OF SERVICES

The project includes pavement testing and explorations to assist us in providing pavement rehabilitation or reconstruction recommendations. We propose the following specific scope of services for this project:

- Complete a distress survey of the existing pavement, including logging the extent of cracking, rutting, and other distresses.
- Complete traffic control plans for the proposed field work.

- Obtain right-of-way permits. We understand the City will waive any permit fees associated with obtaining the permits to complete our field work.
- Obtain 72-hour traffic volume classification counts.
- Provide traffic control during the subsurface explorations and FWD testing.
- Conduct FWD tests in each travel lane with spacing at approximately 100-foot intervals. Tests in adjacent lanes will be offset by approximately 50 feet. We estimate approximately 110 FWD tests.
- Explore subsurface conditions in the existing pavement by completing up to ten core borings to depths up to 4 feet below ground surface.
  - Core locations will be selected based on FWD test results.
  - A diagram of core locations will be provided to KPG and the City for review prior to starting field explorations.
  - Cores will be selected at visible crack locations wherever possible and practical. Cores on cracks will be used to determine the depth of crack penetration at these locations.
  - All core holes will be patched with EZ Street brand polymer-modified patch compound.
- Maintain a detailed log of the explorations and collect samples of the pavement, base, and subgrade materials encountered.
- Collect soil samples at select depths in the core explorations and complete laboratory tests on select samples. We estimate up to ten moisture content determinations and up to five fines content tests (particles by dry weight passing the U.S. Standard No. 200 sieve).
- Evaluate back-calculated and laboratory data to determine resilient modulus and the effective structural number of the pavement structure.
- Analyze traffic loadings based on information to be provided through our subcontractor.
- Evaluate rehabilitation options based on above-referenced information.
- Provide pavement structural designs for dig-out and reconstruction sections.
- Provide recommendations for rehabilitation or reconstruction. Rehabilitation options will include the following:
  - Asphalt concrete grind and asphalt concrete overlay
  - Full-depth reclamation and asphalt concrete overlay
- Provide recommendations for materials and construction.
- Provide a technical memorandum summarizing our recommendations.

## **SCHEDULE**

We will schedule our work following your written authorization to proceed. Depending somewhat on the time required for permits and scheduling the driller, our field services will be completed within approximately three weeks of your authorization. Our draft report will be completed approximately four to five weeks following completion of field explorations. Preliminary results can be provided as they develop.

## **FEE**

We propose that our services be provided in accordance with the Schedule of Charges and General Conditions that are attached to and part of this proposal. We propose to complete the scope of services described on a time-and-materials basis for a not-to-exceed fee of \$17,760.

GeoDesign, Inc. FEE SUMMARY

Project: KPG - City of Des Moines 223rd Street  
 Job No. KPG-73-01

Date 1/31/2017

Standard Schedule (SS) or Direct Salary Cost (DSC)	DSC
Labor Rate	Z- Direct Salary Cost (DSC)
GeoDesign OH Rate, if DSC calculation is used	176.54%
If Labor is DSC is the Fixed Fee = FF x (DSC+OH) ?	NO
Allowable Handling Charge	12.00%

Fixed Fee 30.00%

GEODESIGN LABOR - Summary from Geodesign Hours Worksheet		PROJECT PHASES OR TASKS					
SCOPE: Geotechnical Pavement Study -- FWD with GPR and Pavement cores for 5,500 lineal feet of roadway (2-day FWD and 1 day cores). Report and rehabilitation recommendations including 7-inch grind and reconstruct with PCC pavement.		Field Investigation	Engineering Analysis and Report	Subcontractors	Total Hours	Labor Rate	Cost
<b>CLASSIFICATION</b>							
1.	Principal	1.5	2.0		3.5	\$64.42	\$226
2.	Senior Associate	3.0	19.0		22.0	\$55.29	\$1,216
3.	Associate					\$48.08	
4.	Senior Project Manager					\$45.00	
5.	Project Manager II					\$37.25	
6.	Project Manager I					\$32.93	
7.	Senior Technical Specialist					\$46.00	
8.	Technical Specialist II					\$39.00	
9.	Technical Specialist I	18.5	2.0		20.5	\$32.45	\$665
10.	Staff III					\$31.73	
11.	Staff II	18.0			18.0	\$28.84	\$519
12.	Staff I					\$23.07	
13.	Sr Tech					\$28.85	
14.	CAD		3.0		3.0	\$30.76	\$92
15.	Tech II					\$20.00	
16.	Tech I					\$18.75	
17.	Senior Project Assistant		4.0		4.0	\$27.26	\$109
18.	Proj Assistant	0.5	2.0		2.5	\$25.19	\$63
19.	Support Staff		1.0		1.0	\$21.77	\$22
<b>SUBTOTAL - Labor</b>		<b>\$1,395</b>	<b>\$1,518</b>		<b>74.5</b>	<b>\$2,912</b>	<b>\$2,912</b>
<b>OVERHEAD (OH) COST (Including Salary Additives)</b>		<b>2,462</b>	<b>2,679</b>			<b>\$5,141</b>	<b>5,141</b>
<b>FIXED FEE (FF):</b> = Fixed Fee x (DSC) or 30% x (\$2,912.26)		<b>418</b>	<b>455</b>			<b>\$874</b>	<b>874</b>
<b>SUBTOTAL LABOR</b>		<b>\$4,275</b>	<b>\$4,652</b>			<b>\$8,927</b>	<b>\$8,927</b>
<b>EQUIPMENT</b>		<b>Field Investigation</b>	<b>Engineering Analysis and Report</b>	<b>Subcontractors</b>	<b>Unit</b>	<b>Rate</b>	<b>Extended</b>
	VEHICLE - GeoDesign - 1	3			Day	\$21.00	\$63
	VEHICLE - Mileage	400			Mile	\$0.540	\$216
	SAMPLING - GEO - MISC Sampling Equipment	1			Day	\$11.00	\$11
	INSTRUMENT - GEO - FWD ONLY	1			Day	\$1,780.00	\$1,780
	-				-		
	-				-		
<b>SUBTOTAL EQUIPMENT</b>		<b>\$2,070</b>				<b>\$2,070</b>	<b>\$2,070.00</b>
<b>REIMBURSABLES:</b>		<b>Field Investigation</b>	<b>Engineering Analysis and Report</b>	<b>Subcontractors</b>	<b>Unit</b>	<b>Rate</b>	<b>Extended</b>
	Reproduction - Copy (B&W)		100		each	\$0.12	\$12.00
	Reproduction - Copy (COLOR) 11 x 17		10			\$1.50	\$15.00
	Permits				each	\$300.00	
	-						
	-						
<b>SUBTOTAL REIMBURSABLES</b>			<b>\$27</b>			<b>\$27</b>	<b>\$27.00</b>
<b>LABORATORY TESTING:</b>		<b>Field Investigation</b>	<b>Engineering Analysis and Report</b>	<b>Subcontractors</b>	<b>Unit</b>	<b>Rate</b>	<b>Extended</b>
	Moisture - Oven	10			ea	\$25	\$250
	Particle Size Analysis ASTM C136	5			ea	\$126	\$630
	Particle Size Analysis Percent passing #200				ea	\$79	
	-						
	-						
<b>SUBTOTAL LABORATORY</b>		<b>\$880</b>				<b>\$880</b>	<b>\$880.00</b>
<b>GeoDesign Charges SubTotal</b>		<b>\$7,225</b>	<b>\$4,679</b>			<b>\$11,904</b>	<b>\$11,904</b>
<b>SUBCONTRACTORS (include tax when applicable)</b>		<b>Field Investigation</b>	<b>Engineering Analysis and Report</b>	<b>Subcontractors</b>	<b>SUBTOTAL</b>	<b>HC</b>	<b>Extended</b>
	Drilling Subcontractor			\$2,900	\$2,900	\$348	\$3,248
	Traffic Control Subcontractor			\$2,000	\$2,000	\$240	\$2,240
	Traffic Count Subcontractor			\$320	\$320	\$38	\$358
<b>SUBTOTAL SUBCONSULTANTS incl HC</b>				<b>\$5,846</b>	<b>\$5,220</b>	<b>\$826</b>	<b>\$6,846</b>
<b>ACTUAL SUBTOTAL BY PHASE incl HC</b>		<b>\$7,225</b>	<b>\$4,679</b>	<b>\$6,846</b>			<b>\$17,760.64</b>
		<b>\$7,230</b>	<b>\$4,680</b>	<b>\$6,850</b>			<b>\$17,760</b>
<b>TOTAL - ESTIMATED FEE</b>							<b>\$17,760.64</b>

## GEOTECHNICAL AND GEOLOGICAL SCHEDULE OF CHARGES

### COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule unless a fixed fee amount is so indicated in the proposal or services agreement. Contracted professional and technical services will be charged at the applicable hourly rates as listed below. Staff time spent in depositions, trial preparation, and court or hearing testimony will be billed at 1.5 to 2 times the below rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made. Current rates are as follows:

Personnel	Hourly Rate	Personnel	Hourly Rate
Support Staff	\$ 70	Los Angeles Deputy Grading Inspector	\$ 97
Project Assistant	\$ 82	Technical Specialist I	\$ 131
Senior Project Assistant	\$ 88	Technical Specialist II	\$ 145
Technician I	\$ 75	Senior Technical Specialist	\$ 158
Technician II	\$ 86	Project Manager I	\$ 140
Senior Technician	\$ 92	Project Manager II	\$ 149
CAD	\$ 92	Senior Project Manager	\$ 159
Staff I	\$ 96	Associate	\$ 174
Staff II	\$ 110	Senior Associate	\$ 185
Staff III	\$ 121	Principal	\$ 203

### Equipment

	Rate
Air compressor, generator (per day)	\$ 53
Cement amending field tool	\$ 21
Cement scale and pan (per day)	\$ 26
Core drill (per day)	\$ 210
Cross-hole sonic logger (CSL) (per day)	\$ 473
Digital camera (per day)	\$ 11
Drilled shaft inspection camera (DSIC) (per day, maximum \$1,785 per week)	\$ 945
Dynamic cone penetrometer (DCP) drive probe	\$ 100
Field California bearing ratio (CBR) equipment (per day)	\$ 231
Falling weight deflectometer (FWD) (per day)	\$ 1,780
Falling weight deflectometer (FWD) with GPR (per day)	\$ 3,040
Global positioning system (GPS) - differential (per day)	\$ 100
Global positioning system (GPS) - hand-held (per day)	\$ 30
Ground penetrating radar (GPR) - hand-pushed (per day)	\$ 525
Ground penetrating radar (GPR) - truck-mounted (per day)	\$ 1,260
Hand auger (per day)	\$ 37
Hydroacoustic Monitoring Equipment (per day)	\$ 263
Nuclear density gauge equipment (per hour)	\$ 11
Pile driving analyzer (PDA) (per day)	\$ 525
Pile integrity tester (per day)	\$ 210
Resistivity meter (per day)	\$ 105
Slope inclinometer equipment (per casing)	\$ 79
Soil samples in brass or stainless sleeves (per sample)	\$ 11
Soil samples in rings (per sample)	\$ 11
Specialty software (MODFLOW, PLAXIS, Slope/W, etc., per hour)	\$ 11 - 53
Total Station - Survey Equipment (per hour, maximum \$400 per day)	\$ 53
Vehicle (company) usage (full day, plus \$0.63 per mile charge)	\$ 21
Vehicle (personal) usage (per mile)	\$ 0.63
Vibrating wire piezometer	\$ 525
Vibration monitoring equipment (per day, maximum \$265 per week)	\$ 55

### Reproduction

	Black/White	Color
8 1/2 x 11 (per finished page)	\$ 0.13	\$ 1.21
11 x 17 (per finished page)	\$ 0.32	\$ 1.58
C- or D-size plots (black/white and color - per finished plot)		\$ 26.25
D-size scan		\$ 12.60

### OTHER SERVICES, SUPPLIES, AND SPECIAL TAXES

Outside services (equipment, supplies, and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations) are charged at cost plus 12 percent. This includes shipping charges, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling equipment, construction equipment, watercraft, aircraft, and special insurance that may be required. Specialized equipment will be quoted on a per-job basis. In-house disposable field supplies (routinely used field supplies stocked in-house by GeoDesign) at current rates. List available upon request. Taxes required by local jurisdictions for projects in specific geographic areas will be charged to projects at direct cost. All rates are subject to change upon notification.

EXHIBIT B

**HOUR AND FEE ESTIMATE**

**Project: City of Des Moines  
South 223rd Street - Pavement Rehabilitation Project**



Task	Description	Labor Hour Estimate							Total Fee	
		*Project Manager \$ 172.58	*Senior Engineer \$ 157.44	*Project Engineer \$ 125.72	*Design Engineer \$ 109.83	*CAD Technician \$ 94.53	*Survey Crew \$149.05	*Senior Admin \$ 101.67	*Office Admin \$ 69.29	Fee
<b>Task1 - Management/coordination/administration</b>										
1.1	Project administration (estimate 7 months)	1						2	4	\$ 653
1.2	Project management and coordination							2	4	\$ 481
1.3	City staff design coordination meetings	2								\$ 345
1.4	QA/QC reviews	2	4							\$ 975
	Reimbursable expenses - see breakdown for details									\$ 150
	<b>Task Totals</b>	<b>5</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>8</b>	<b>\$ 2,604</b>
<b>Task 2 - Survey and Mapping</b>										
2.1	Establish alignment control (Storm and Overlay)	See Task 5	2					2		\$ 613
2.2	Detailed Topo Mapping (Storm)	See Task 5								\$ -
	Limited Topo Mapping (Overlay)							20		\$ 2,981
	Basemap by Others (Overlay)				8					\$ 756
2.3	Storm and Sanitary measure downs (Storm)	See Task 5								\$ -
2.4	Develop Base Map (Storm and Overlay)	See Task 5			6					\$ 567
2.5	Survey utility potholes (Storm)	See Task 5								\$ -
	Reimbursable expenses - see breakdown for details									\$ 50
	<b>Task Totals</b>	<b>0</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>14</b>	<b>22</b>	<b>0</b>	<b>0</b>	<b>\$ 4,967</b>
<b>Task 3 - Geotechnical Engineering (See Geo Design Breakdown)</b>										
3.1	Coordinate Geotechnical Investigation			4				1		\$ 605
	Reimbursable expenses - see breakdown for details									\$ 17,751
	<b>Task Total</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>\$ 18,355</b>

243

243

EXHIBIT B

**HOUR AND FEE ESTIMATE**

**Project: City of Des Moines  
South 223rd Street - Pavement Rehabilitation Project**



Task	Description	Labor Hour Estimate							Total Fee
		*Project Manager \$ 172.58	*Senior Engineer \$ 157.44	*Project Engineer \$ 125.72	*Design Engineer \$ 109.83	*CAD Technician \$ 94.53	*Survey Crew \$149.05	*Senior Admin \$ 101.67	*Office Admin \$ 69.29
<b>Task 4 - Utility Coordination</b>									
4.1	Prepare Letters		1	3				4	\$ 812
4.2	Prepare utility pot hole plan			1					\$ 126
4.3	Prepare Watermain Restoration Cost Est.			4	6				\$ 1,162
	Reimbursable expenses - see breakdown for details								\$ 50
	<b>Task Total</b>	<b>0</b>	<b>1</b>	<b>8</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 2,149</b>
<b>Task 5 - Storm Design</b>									
<u>Task 1 - Management/coordination/administration</u>									
1	Management/coordination/administration		6					8	\$ 1,499
<u>Task 2 - Survey and Mapping</u>									
2.1	Establish alignment control (Storm and Overlay)		4				6		\$ 1,524
2.2	Detailed Topo Mapping (Storm)		4				32		\$ 5,399
2.3	Storm and Sanitary measure downs (Storm)						4		\$ 596
2.4	Develop Base Map (Storm and Overlay)					16			\$ 1,512
<u>Task 5 - Storm Design</u>									
5.1	Calculate Project Areas		2	4					\$ 818
5.2	Abbreviated TIR		4	16	4				\$ 3,081
<u>Task 6 - Design</u>									
6.1	Design 30% - Plan (5 Sheets) & Est		8	24	20	8			\$ 7,230
6.2	Design 90% - Plan/Profile (5 sheets) & Est		8	30	20	20			\$ 9,118
6.2	Design 90% - Details (2 sheets)		8	20	12	24			\$ 7,361
6.5	Final Estimate & Specifications		8	8				4	\$ 2,543
	Reimbursable expenses - see breakdown for details								\$ 150
	<b>Task Total</b>	<b>0</b>	<b>52</b>	<b>102</b>	<b>56</b>	<b>68</b>	<b>42</b>	<b>0</b>	<b>\$ 40,831</b>

EXHIBIT B

**HOURLY AND FEE ESTIMATE**

**Project: City of Des Moines  
South 223rd Street - Pavement Rehabilitation Project**



Task	Description	Labor Hour Estimate							Total Fee	
		*Project Manager \$ 172.58	*Senior Engineer \$ 157.44	*Project Engineer \$ 125.72	*Design Engineer \$ 109.83	*CAD Technician \$ 94.53	*Survey Crew \$149.05	*Senior Admin \$ 101.67	*Office Admin \$ 69.29	Fee
<b>Task 6 - 30%, 90%, AND FINAL DESIGN SUBMITTAL</b>										
6.1	Prepare 30 percent design roll plot			18	24	24				\$ 7,168
6.2	Prepare 90 percent design plans									
	Cover Sheet			1		2				\$ 315
	Typical Sections (1 Sheets)			16	8	8				\$ 3,646
	Overlay, Pavement Marking (6 sheets, Plan/Plan)			24	30	24				\$ 8,581
	Overlay Details (1 Sheets)			12	14	12				\$ 4,181
	Specifications			8						\$ 1,006
6.3	Environmental (by City)									\$ -
6.4	Public Involvement					4				\$ 378
6.5	Final PS&E			20	10	20				\$ 5,503
	Reimbursable expenses - see breakdown for details									\$ 150
<b>Task Total</b>		<b>0</b>	<b>0</b>	<b>99</b>	<b>86</b>	<b>94</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 30,927</b>

**Total Estimated Fee: \$ 99,834**

HOURLY AND FEE ESTIMATE

EXHIBIT B

Project: City of Des Moines  
 South 223rd Street - Pavement Rehabilitation Project



Reimbursable Breakdown	Cost
<b>Task 1 - Management/coordination/administration</b>	
Mileage	\$ 100.00
Reproduction	\$ 50.00
<b>Task 1 - Total</b>	<b>\$ 150.00</b>
<b>Task 2 - Survey and Mapping</b>	
Mileage	\$ 50.00
Reproduction	
Title Reports (0)	
Utility locates	\$ -
<b>Task 2 - Total</b>	<b>\$ 50.00</b>
<b>Task 3 - Geotechnical Engineering (See Geo Design Breakdown)</b>	
Mileage	\$ -
Reproduction	\$ -
Geo Design	\$17,751
<b>Task 3 - Total</b>	<b>\$ 17,750.64</b>
<b>Task 4 - Utility Coordination</b>	
Mileage	\$ 50.00
Reproduction	
<b>Task 4 - Total</b>	<b>\$ 50.00</b>
<b>Task 5 - Storm Design</b>	
Mileage	\$ 100.00
Reproduction	\$ 50.00
<b>Task 5 - Total</b>	<b>\$ 150.00</b>
<b>Task 6 - 30%, 90%, AND FINAL DESIGN SUBMITTAL</b>	
Mileage	\$ 50.00
Reproduction	\$ 100.00
<b>Task 6 - Total</b>	<b>\$ 150.00</b>
0.0	
Mileage	
<b>Task 7 - Total</b>	<b>\$ -</b>
0.0	
Mileage	
Reproduction	
<b>Task 8 - Total</b>	<b>\$ -</b>
<b>Total Reimbursable Costs: \$ 18,300.64</b>	

246

246

TOTAL PROJECT SCOPE				PROJECT ALLOCATIONS BY YEAR					
Expenditures	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	Project to Date 12/31/16	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021
<b>Design</b>									
External Engineering -		40,900	40,900	-	40,900				
Internal Engineering/Project Mgmt		-	-	-					
Permits		-	-	-					
Other Misc (Advertise, Postage, Etc.)	-	-	-	-					
<b>Prop/ROW/Easements</b>									
Other Miscellaneous	-	-	-	-					
<b>Construction</b>									
External Engineering		34,000	34,000	-		34,000			
External Proj Mgmt/Inspect -		-	-	-					
Internal Engr-Proj Mgmt/ Inspect		20,000	20,000	-		20,000			
Construction Contract -		176,000	176,000	-		176,000			
<b>Other</b>									247
Interfund Financial Services		-	-	-					
<b>Contingencies</b>		57,100	57,100	-	8,100	49,000			
<b>Total Project Expense Budget:</b>	-	328,000	328,000	-	49,000	279,000	-	-	-

Funding Sources	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate	Project to Date 12/31/16	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021
Transfer in fund 450	-	328,000	328,000	-	49,000	279,000			
<b>Total Project Revenue Budget:</b>	-	328,000	328,000	-	49,000	279,000	-	-	-

Project Title: Arterial Street Paving

Project # 102.102.040

Summary Project Description:

TOTAL PROJECT SCOPE			
Expenditures	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate
<b>Design</b>			
External Engineering	35,000	24,100	59,100
Internal Engineering/Project Mgmt	5,000	-	5,000
<b>Prop/ROW/Easements</b>			-
Other Professional Services		-	-
<b>Construction</b>			-
Internal Engr-Proj Mgmt/ Inspect	40,000	-	40,000
Construction Contract 1	1,089,685	-	1,089,685
<b>Other</b>			-
Interfund Financial Services	12,250	-	12,250
<b>Contingencies</b>	40,000	(24,100)	15,900
<b>Total Project Expense Budget:</b>	<b>1,221,935</b>	<b>-</b>	<b>1,221,935</b>

PROJECT ALLOCATIONS BY YEAR					
Project to Date 12/31/16	Estimated Year End 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021
	59,100				
	5,000				
		40,000			
		1,089,685			
	435	11,815			
		15,900			
	64,535	1,157,400			

Funding Sources	1/1/17 Current CIP Budget	2017 CIP Supplemental Request	2017 Revised CIP Budget Estimate
Transportation Benefit District	719,930	-	719,930
Interest Income	105	-	105
FRANCHISE FEES - WATER DISTRICT #54	5,000	-	5,000
FRANCHISE FEES - HIGHLINE WATER	245,125	-	245,125
FRANCHISE FEES - SW SUBURBAN	22,275	-	22,275
FRANCHISE FEES - MIDWAY SEWER	229,500	-	229,500
<b>Total Project Revenue Budget:</b>	<b>1,221,935</b>	<b>-</b>	<b>1,221,935</b>

Project to Date 12/31/16	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021
196,683	523,247	-			
105					
	5,000				
	245,125				
	22,275				
	229,500				
196,788	1,025,147				

Committed Cash: **196,788**    **1,157,400**    -    -    -    -

GL Account Number    Vendor #

102.102.040-542.30-48.10

102.102.040-542.30-48.12

102.102.040-542.30-48.25

102.102.040-542.30-48.32

102.102.040-542.30-48.33

102.102.040-542.30-41.80    001.000.000.341.433

102.102.040-542.30-48.90

Funding Source    /Transfers

102.102.199.397.00.00.00    199.102.102.597.00.00

102.000.000.361.10.00.00

102.000.000.321.91.00.03

102.000.000.321.91.00.05

102.000.000.321.91.00.06

102.000.000.321.91.00.07



RECEIVED

JAN 31 2017

CITY OF DES MOINES  
CITY CLERK

**GREAT AMERICAN GAMING CORPORATION**

12715 4<sup>th</sup> Ave W., Everett, WA 98204 Phone: (253) 480-3000 Fax: (253) 480-3025

January 25, 2017

Via Email and mail

Mayor Pina and Council  
21630 11th Ave S., Suite A  
Des Moines, WA 98198-6398

Dear Mr. Mayor and Council:

I'm writing to request that Council consider an amendment to Ordinance 1670 which was recently enacted. While I'm grateful that Council extended the cut-off date for the business license to June 30, 2017 for the graduated gambling tax rate, the adjusted schedule removed the 1% tax rate in the first year. I'm asking Council to consider reenacting the 1% tax rate for the balance of 2017 and then fixing the rate at 4% for 2018, 7% for 2019 and then 9% thereafter. Essentially, I'm requesting Council go back to the previous ordinance and simply extend the time frame for the Business License to June 30, 2017.

The removal of the 1% tax rate has some unintended consequences, especially in light of the minimum wage increase that was effective January 1<sup>st</sup> of this year. It will make it much more challenging for us to establish a solid business foundation for our long term success.

When I first came before Council in 2012 to speak to the tax incentives being considered, I pointed out that the incentive provided real value and sent a message that you're a business friendly Council. The House Banked Card Room (HBCR) industry is highly competitive and has been in steady decline, shrinking from a high of 105 to only 60 locations in 2012. Fast forward to today; an additional 11 locations have gone out of business leaving 49 operating HBCRs.

The 16% increase in minimum wage this year is estimated to add an annual cost to our operation of \$250,000. The increase in the tax rate through the passage of Ordinance 1670, will impact our business by an estimated \$250,000 in the first 3 years. Together, this additional \$1,000,000 in costs over 3 years will put our operation at risk and will make it more difficult to allocate the funds we need to effectively market and establish our business. Note that the gambling tax is calculated on gross receipts or "sales" before deducting any operating expenses such as payroll, marketing, operating supplies, rent or utilities. No other business enterprise pays this type of significant tax on sales.

My goal is to establish a long term partnership with the City of Des Moines, one that will be both successful and mutually beneficial. We're moving as quickly as possible to open in late April/early May this year and hope that Council will consider my request. I'd appreciate an opportunity to discuss this at an upcoming Council meeting.

Sincerely,

**GREAT AMERICAN GAMING CORPORATION**

David Fretz  
President

## Bonnie Wilkins

---

**From:** Matt Pina  
**Sent:** Wednesday, January 25, 2017 9:19 PM  
**To:** dfretz@gagaming.com  
**Cc:** Michael Matthias; Bonnie Wilkins  
**Subject:** Re: Request for Consideration

David,

Your letter has been received and will be distributed to all council members. I expect it will be presented to the council at our next meeting (Feb 2) under correspondence. We will not likely discuss it, but this would be the time to add your comments from the podium.

Even though there may not be discussion, the council will have heard your request. Michael and I will learn after that, if they are interested in reconsideration.

Sincerely,  
Matt Pina  
Mayor and Council Member

*Sent from my Verizon 4G LTE Droid*

On Jan 25, 2017 2:49 PM, David Fretz <dfretz@gagaming.com> wrote:

Mr. Mayor,

Attached please find a letter dated January 25<sup>th</sup> to you and City Council; I'll follow up with the original via regular mail. Would you or staff advise if this will be discussed at an upcoming council meeting?

Would you mind forwarding to the balance of the city council or would it be better if I sent the email myself?

Thanks again for coffee last week. I enjoyed our conversation.

Regards,



David Fretz

President - Great American Gaming Corporation

12715 4<sup>th</sup> Ave W.

Everett, WA 98204

253.480.3000 Ext. 100

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Notice Regarding Confidentiality of Transmission

This message is intended only for the person to whom it is addressed and may contain information that is privileged and confidential. If you are not the intended recipient, you are hereby notified that any dissemination or copying of this is prohibited. Please notify us of the error in communication by telephone (604) 303-1000 or by return e-mail and destroy all copies of this communication. Thank you.

City Manager and City Council Members  
City of Des Moines, WA

February 7, 2017

As a resident of Des Moines, I am deeply concerned about the notification I received from the Port of Seattle pertaining to the removal of trees to help ensure safe aircraft takeoffs and landings to the Sea-Tac International Airport.

My key concern is there are no regulation for the "ALTITUDES" planes/jets can fly leaving or coming to the Sea-tac Airport. In 2016, I contacted the Port of Seattle air-flight complaint line several times due to the loud noise coming from the planes/jets flying over my home/neighborhood. In fact, the planes/jets are closer to ground level now than ever before, specifically the South Flow airplane/jet arrivals.

Most Important, I view the Sea-Tac Airport Flight Safe Corridor as a direct dis-regard for the surrounding communities affected by airplanes/jets traffic noise. Where are the City laws or Codes to protect "WE THE HOME OWNERS"? The City of Des Moines needs to show more concern about the people residing in the surrounding Des Moines communities. I am requesting the City of Des Moines - City Manager and City Council Members to implement "**ALTITUDE**" restrictions for the planes/jets flying over the homes in the Des Moines area to protect "**WE THE HOME OWNERS**" and our community.

Per this statement: The FAA is only looking out for the airplanes/jets:

"The Federal Aviation Administration (FAA)-issued Airport Operating Certificate, the Port of Seattle is required to ensure there are no obstacles or obstructions around the Seattle-Tacoma International Airport (STIA) that could affect aviation safety. Hazardous obstructions to air navigation are defined by the FAA as features that "affect the safe and efficient use of navigable airspace and the operation of planned or existing air navigation and communication facilities" (14 Code of Federal Regulations [CFR] Part 77)".

Sincerely,



Hattie Steward  
PO BOX 98624 (Mailing address)  
21912 -18<sup>th</sup> Place South (Physical address)  
Des Moines, WA 98198

FEB 08 2017

To the Des Moines City Council, Mayor, and City Manager:

I would like to request that you adopt policy that would allow you to take action on properties that are chronic problems within our neighborhoods.

For nearly four years, I have watched problems occur at two properties on my street. Chronic problems coming from 21607 and 21615 30<sup>th</sup> Ave S have included trash piling up, including large pieces of furniture, and trash being dumped in the neighborhood. I have seen people dumping a waste tank for an RV as well from 21615. The large amounts of trash really impact the quality of the neighborhood. It seems the owners from both buildings could supply more trash and recycle cans.

But trash is not the only issue. There is often a lot of traffic at either building, and there is drug dealing and people stealing from Safeway and selling the goods there, and I have witnessed several fights. People from those properties have been seen by others stealing mail, and breaking into cars.

Then there is the shootings. At 21607, there has been two that I am aware of since end of 2015, one resulting in a homicide, the other, serious injuries.

The issues seems to be the amount of attention the property owners give to the upkeep of their properties. Many landlords on the street do not live on site, but many are attentive and responsive. This does not appear to be the case for these buildings.

Four years is long enough. I am asking the city to take action and work to put an end to these chronic problem properties. It is a quality of life issue, it is a safety issue, and while the property owners not taking care of their properties and holding their tenants accountable is not the city's fault, it does fall to you to address the issue with the owner. Fines, raids, abatement – I'm not sure what the right action is, but please take action to make sure that 2017 is not spent dealing with all the spill over that comes from these two buildings.

Thank you,

 2/2/17

Alena Rogers



IN FRONT OF 21615 - LAST YEAR (2016)



2607 - THIS WEEK (FEB. 2017)





**Projected shared revenue  
State fiscal years 2017-19  
(July 1, 2017 – June 30, 2019)**

Estimates based on state's last biennium of distributions (2015-17). Does not include all revenues shared with cities, such as the marijuana excise tax or annexation sales tax credit. For calendar year projections to use in city budget preparation, please refer to MRSC's 2017 Budget Suggestions available at [mrsc.org](http://mrsc.org).

<b>City</b>	<b>Liquor profits</b>	<b>Liquor taxes</b>	<b>Municipal criminal justice</b>	<b>City-county assistance</b>	<b>SST mitigation</b>	<b>Fire Insurance Premium Tax</b>	<b>Total</b>
Des Moines	518,278	293,988	83,461	183,187	0	0	1,078,913

District	Personal Property Values	25% Levy Reduction	New Base After Reduction	Median Residential Value	Current Revenue to City	Revenue to City w/Reduced Rate	Savings to Taxpayer	2017 Property Tax Revenue	2017 Personal Property Revenue	Total Loss to Govt
King County	19,670,821,471	89,042,100	267,126,299	450,000	\$559.57	\$267.21	\$292.36	89,042,100	27,307,866	116,349,965
Seattle	5,757,604,051	62,443,630	187,330,889	528,000	\$1,297.48	\$553.17	\$744.30	62,443,630	15,221,584	77,665,214
Bellevue	1,726,903,052	11,962,738	35,888,214	687,000	\$784.01	\$517.56	\$266.46	11,962,738	1,976,296	13,939,034
Kirkland	429,318,516	7,086,225	21,258,675	516,000	\$658.46	\$523.40	\$135.07	7,086,225	562,130	7,648,355
Redmond	1,857,783,307	5,128,551	15,385,654	611,000	\$825.20	\$560.45	\$264.75	5,128,551	2,509,348	7,637,898
Kent	1,254,145,458	5,763,877	17,291,630	285,000	\$402.24	\$326.76	\$75.47	5,763,877	1,770,759	7,534,635
Renton	1,028,485,759	9,110,736	27,332,207	337,000	\$816.83	\$657.60	\$159.22	9,110,736	1,660,215	10,770,951
Federal Way	334,643,013	2,663,992	7,991,975	270,000	\$305.42	\$237.50	\$67.92	2,663,992	379,658	3,043,649
Shoreline	94,331,201	3,074,875	9,224,626	386,000	\$536.54	\$406.74	\$129.80	3,074,875	149,435	3,224,310
SeaTac	2,268,295,578	3,913,056	11,739,167	251,000	\$726.47	\$726.47	\$0.00	3,913,056	6,565,098	10,478,154

## Median Residential Value and Tax Change

District Name:		Des Moines				
Council District:		5 - Dave Upthegrove				
2016 MEDIAN Assessed Value	2016 Tax Rate per \$1,000 of AV	2016 Taxes		District Levies	2016 Rate Breakdown	2017 Rate Breakdown
\$ 241,000.00	13.73	\$ 3,308.96		State Schools	2.16898	2.03205
				County-wide regular levy (non-voted)	0.81388	0.75856
				County lid lifts (voted)		
2017 MEDIAN Assessed Value	2017 Tax Rate per \$1,000 of AV	2017 Taxes		AFIS (Fingerprint ID)	0.04765	0.04477
\$ 267,000.00	13.99	\$ 3,735.90		Parks/Open Space	0.15995	0.15029
				Human Srvs/Vets	0.04219	0.03964
				Children/Family Justice Ctr.	0.05609	0.05221
Avg % AV Chg	Avg % Tax Rate Chg	Average % Tax Chg	Average \$ Tax Chg	Best Start for Kids	0.14000	0.13285
10.8%	1.9%	12.9%	\$ 426.93	Radio Communications	0.07000	0.06517
<b>NOTES:</b>				County-wide Transport levy	0.06346	0.04966
Voters approved the Central Puget Sound Regional Transit Authority (RST) @ \$0.25/\$1,000				County bonds (voted)	0.03981	0.03609
Highline SD #401 - a new voter approved G.O. bond of \$299.85m				County Cons. Futures	0.04445	0.04141
Federal Way Fire District #39 - new 4 year M&O levy @ \$2.75m yearly				County Flood Zone	0.12980	0.11740
				County Ferry District	0.00279	0.01229
				Port	0.16954	0.15334
				EMS (voted)	0.28235	0.26305
				CPS Regional Transit Authority (RST)	0.00000	0.25000
				<b>Highline SD 401 M &amp; O (voted)</b>	3.51745	3.37767
				<b>Highline SD 401 Bond Levy (voted)</b>	1.63785	2.33468
				<b>City General Fund</b>	1.65223	1.51076
				<b>Library General Fund 05</b>	0.42439	0.40118
				<b>Library GO Bond (voted)</b>	0.05275	0.05000
				<b>Fire District #39 General Fund</b>	1.50000	1.50000
				<b>Fire District #39 Bond (voted)</b>	0.15721	0.14748
				<b>Fire District #39 M&amp;O (voted)</b>	0.25309	0.18489
				<b>DesMoines Pool Metro Park</b>	0.30422	0.28668
				<b>TOTAL</b>	<b>13.73014</b>	<b>13.99212</b>

## Median Residential Value and Tax Change

<b>Rate Change</b>
(0.13693)
(0.05532)
(0.00288)
(0.00966)
(0.00255)
(0.00388)
(0.00715)
(0.00483)
(0.01380)
(0.00372)
(0.00304)
(0.01240)
<b>0.00950</b>
(0.01620)
(0.01930)
<b>0.25000</b>
(0.13978)
<b>0.69683</b>
(0.14147)
(0.02321)
(0.00275)
<b>0.00000</b>
(0.00973)
(0.06820)
(0.01754)
<b>0.26198</b>



Port  
of Seattle®

[www.portseattle.org/safecorridor](http://www.portseattle.org/safecorridor)

# FLIGHT CORRIDOR SAFETY PROGRAM OPEN HOUSE

**Wednesday, February 1 | 6:00 PM to 8:00 PM**

**SeaTac Community Center (Banquet Room)**

**13735 24th Avenue S., SeaTac**

**LEARN MORE, ASK QUESTIONS AND PROVIDE YOUR COMMENTS!**

- Station 1: Online Open House Demonstration
- Station 2: Program Purpose and Scope
- Station 3: Work Currently Underway
- Station 4: Next Steps
- Station 5: Environmental Approach and Objectives
- Station 6: Sites 4 and 5 Overview
- Station 7: Airport Community Ecology Fund

For more information, visit the Program webpage at [www.portseattle.org/safecorridor](http://www.portseattle.org/safecorridor)

To provide comments, visit the Program's online open house at [SEASafeCorridor.infocommunity.org](http://SEASafeCorridor.infocommunity.org)

For questions, contact the port at [safecorridor@portseattle.org](mailto:safecorridor@portseattle.org)

For questions about the Airport Community Ecology Fund, contact the Port at [ecologyfund@portseattle.org](mailto:ecologyfund@portseattle.org)



# FLIGHT CORRIDOR SAFETY PROGRAM

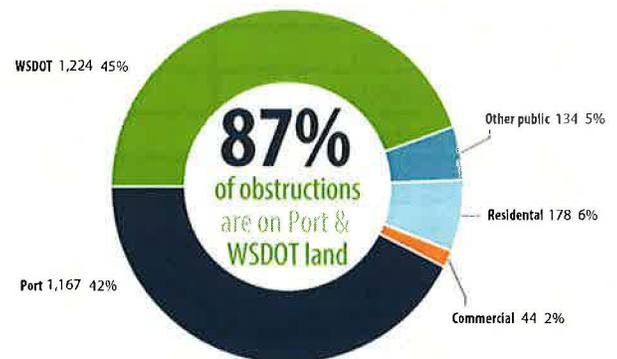
## OVERVIEW

To help ensure safe aircraft takeoffs and landings, the Port of Seattle plans to remove and replant trees around Sea-Tac Airport. If not removed, these trees either are or soon will grow tall enough to encroach upon the airport's airspace, and pose a risk to aircraft safety and the safety of the surrounding community in the case of an aircraft emergency.

## REPLANTING & REVEGETATING

- Environmental best management practices are part of the program's overall design. For each removal site, there will be an individualized removal and replanting plan that will be carefully followed.
- The port will replant, at a minimum, one tree for every tree removed in non-critical areas and two trees for every tree removed in critical areas. In addition, the port will replant cleared areas with native, low growing and compatible species. All tree removal work will occur outside of the bird nesting period.
- The port will contact each property owner directly to notify them of trees on their property that need to be removed. Property owners will be offered a number of alternatives.
- Every effort will be made to replant trees in the areas where they are removed. If it isn't feasible to replant in the same area, the Port will work with the property owner to approve of an appropriate location.

## LOCATION OF OBSTRUCTIONS



## PROGRAM TIMELINE

- Port of Seattle properties (2017)
- Washington Department of Transportation and other jurisdictions (2018)
- Residential & commercial properties (2018)

## ENVIRONMENTAL REVIEW & PUBLIC OUTREACH

- The Port, as lead agency, underwent a comprehensive environmental review (i.e. State Environmental Policy Act or SEPA) for the initial phase of the project. After the conclusion of the public comment period, the Port issued a Final SEPA Mitigated Determination of Non-significance on August 26, 2016.
- Additional SEPA review will be required for the remainder of the program and will include environmental analysis, public outreach and comment periods.

## OBSTRUCTION REMOVAL SUMMARY BY LOCATION

- Of the roughly 2,747 obstructions, an estimated 1,167 are on Port property and another 1,224 are on Washington Department of Transportation right-a-way. The final 356 are located on commercial, public or residential property within the cities of SeaTac, Burien and Des Moines. Among those 256 obstructions, 178 are on residential properties.

Jurisdiction  Property Ownership	Obstruction Removal			Understory Removal	Total Obstructions Removed
	Existing Obstructions <sup>1</sup>	Potential Obstructions <sup>2</sup>	Total Obstructions		
<b>City of SeaTac</b>					
Port	362	478	840	327	1,167
WSDOT	484	119	603	621	1,224
Public	87	41	128	0	128
Residential	46	22	68	0	68
Commercial/Religious	22	22	44	0	44
<b>Subtotal</b>	<b>1001</b>	<b>682</b>	<b>1,683</b>	<b>948</b>	<b>2,631</b>
<b>City of Burien</b>					
Public	6	0	6	0	6
Residential	58	14	72	0	72
Commercial	0	0	0	0	0
<b>Subtotal</b>	<b>64</b>	<b>14</b>	<b>78</b>	<b>0</b>	<b>78</b>
<b>City of Des Moines</b>					
Public	0	0	0	0	0
Residential	16	22	38	0	38
Commercial	0	0	0	0	0
<b>Subtotal</b>	<b>16</b>	<b>22</b>	<b>38</b>	<b>0</b>	<b>38</b>
<b>Totals</b>	<b>1,081</b>	<b>718</b>	<b>1,799</b>	<b>948</b>	<b>2,747</b>

### Notes

Based on upcoming field verification work, all obstruction numbers are subject to change.

1. Existing obstructions are trees that are currently within the navigable airspace for STIA.

2. Potential obstructions are trees that are predicted to enter the navigable airspace within 5 years.



# Flight Corridor Safety Program **Q&A**

## **Why is the Port of Seattle removing trees around Sea-Tac Airport?**

Removal of the trees will ensure Sea-Tac Airport complies with all Federal Aviation Administration (FAA) regulations protecting the takeoff and landing corridors off the airport runways. These trees, which pose a risk to aircraft safety, are either penetrating the airport's airspace or soon will grow tall enough to penetrate the airport's airspace.

## **What is the plan for property owners who have trees on their property?**

The Port will contact each property owner directly to notify them of the tree or trees on their property that need to be removed. Property owners will be offered a number of alternatives.

## **Where will the trees be replanted?**

Every effort will be made to replant trees at the same location or in adjacent properties. Where it isn't feasible to replant in the same area, the Port will work with local jurisdictions to arrive at a opportune location.

## **When will the trees be removed and replanted?**

Trees on property owned by the Port of Seattle and local governments will be removed and replanted in 2017. Trees on residential and commercial property will be removed and replanted in 2018.

Environmental best management practices are part of the program's overall design. Each area where trees are to be removed will be assessed to ensure that an individualized removal and replanting plan is carefully executed, consistent with the environmental characteristics specific to each location.

## **How many trees will be replanted?**

The Port's implementation plan proposed a minimum of 1 to 1 replacement ratio in non-critical areas and a 2 to 1 tree replacement ratio in critical areas. In addition to the minimum tree replacement requirement, the Port established a site revegetation objective to restore native forest or shrub communities.

## **What kind of trees will be replanted?**

Native, low-height species will be planted on Port-owned properties such as Shore Pine, Oregon Ash and Red Alder. Local government and residential and commercial property owners will also have the option to select ornamental, non-native trees for replanting.

## **What other steps will be taken to maintain the ecological and wildlife habitat at the impacted areas?**

Key steps for minimizing impact include developing site-specific removal and revegetation plans. Those plans vary, but can include recommended steps such as performing manual tree removal within critical areas, protecting existing native shrubs and groundcovers and leaving stumps and roots in place on steep slopes.

## **For areas where trees provide visual buffer, what steps will be taken to maintain that barrier?**

A buffer will be maintained between any residential properties that border tree-removal areas.

## **Can you top the trees rather than remove them?**

Topping a tree can often end up killing the tree and potentially creating a hazard. The airport's Wildlife Hazard Management Plan prohibits tree topping adjacent to the airport because it provides an ideal roosting and nesting site for large birds. Many bird species pose a serious risk to aircraft safety and so, it's important the airport take every effort to deter birds from making their homes close to the airfield.

## **Did the program go through an environmental review?**

The Port of Seattle, as lead agency, issued a Mitigated Determination of Non-Significance (MDNS) for the initial phase of the project (i.e. trees on Port-owned property) on August 26, 2016. This is allowed under Washington Administrative Code (WAC). The Port of Seattle will conduct environmental review (i.e. SEPA) for the remainder of the program. This includes obstructions on commercial properties, public properties, and private properties located in the cities of SeaTac, Des Moines, and Burien. Once this process begins, it will be known what type of environmental review is conducted, ex. Determination of Non-Significance (DNS) or Determination of Significance (DS) that could trigger a Mitigated Determination of Non-Significance (MDNS) or Environmental Impact Statement.

## **Can you slow down this work and remove fewer trees each year?**

The goal is to return the impacted areas to a natural state as quickly as is possible. If the program was extended and many of the same impacted areas disrupted by heavy equipment year after year, it would take longer for those areas to return to a natural state. So, the sooner the program starts and ends, the sooner the impacted areas can begin reestablishing themselves.

## **How does the program impact carbon capture in the region?**

Through revegetation efforts, the Port expects carbon storage removed will be replaced, and likely exceeded, as replanted trees and vegetation continue to mature.

Learn more at [www.portseattle.org/safecorridor](http://www.portseattle.org/safecorridor)

Port of Seattle | P.O. Box 1209 | Seattle, WA 98111 | 206-787-3000

