

**AGENDA**

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

**October 17, 2019 – 7:00 p.m.**

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**CORRESPONDENCE**

**COMMENTS FROM THE PUBLIC – 20 minutes**

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

**BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – 30 minutes**

**PRESIDING OFFICER’S REPORT**

**ADMINISTRATION REPORT**

- Item 1: SENIOR SERVICES ADVISORY COMMITTEE INTRODUCTIONS
- Item 2: STATE OF THE COURT ADDRESS

**CONSENT CALENDAR**

Page 3      Item 1:      APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through October 10, 2019 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#158886-159121	\$1,025,144.27
Electronic Wire Transfers	# 1313-1327	\$ 629,423.36
Payroll Checks	# 19262-19272	\$ 11,558.42
Payroll Direct Deposit	#380001-380169	\$ 357,302.59
Payroll Checks	# 19273-19284	\$ 8,707.78
Payroll Direct Deposit	#400001-400174	\$ 364,061.44
Total Checks and Wires for A/P and Payroll:		\$2,396,197.86

Page 5      Item 2:      APPROVAL OF MINUTES

Motion is to approve the September 26, 2019 City Council Regular Meeting Minutes.



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

**October 17, 2019**

**Auditing Officer Certification**

Vouchers and Payroll transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of **October 17, 2019** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through October 10, 2019 and payroll transfers through October 4, 2019 included in the attached list and further described as follows:

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



Beth Anne Wroe, Finance Director

	# From	# To	Amounts
<b>Claims Vouchers:</b>			
Total A/P Checks/Vouchers	158886	- 159121	1,025,144.27
Void Checks from Previous Check Runs			0.00
Electronic Wire Transfers	1313	1327	629,423.36
<b>Total claims paid</b>			<b>1,654,567.63</b>
<b>Payroll Vouchers</b>			
Payroll Checks	19262	19272	11,558.42
Direct Deposit	380001	380169	357,302.59
Payroll Checks	19273	19284	8,707.78
Direct Deposit	400001	400174	364,061.44
<b>Total Paychecks/Direct Deposits paid</b>			<b>741,630.23</b>
<b>Total checks and wires for A/P &amp; Payroll</b>			<b>2,396,197.86</b>

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**MINUTES**

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

**September 26, 2019 – 6:00 p.m.**

**CALL TO ORDER**

Mayor Pina called the meeting to order at 6:15 p.m.

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Councilmember Back.

**ROLL CALL**

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

**Staff present:**

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Finance Director Beth Anne Wroe; Deputy Finance Director Shawn Hunstock; Police Chief Ken Thomas; Commander Doug Jenkins; Public Works Director Brandon Carver; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Planning & Development Services Manager Denise Lathrop; Principal Planner Laura Techico; Water Quality Specialist Tyler Beekley; GIS Administrator Max Mousseau; Emergency Preparedness Manager Shannon Kirchberg; Court Administrator Jennefer Johnson; Legislative Advocate Anthony Hemstad; City Clerk/Communications Director Bonnie Wilkins

**CORRESPONDENCE**

- There were no correspondences

**PRESIDING OFFICER'S REPORT**

- Councilmember Back was sworn in to the AWC Board of Directors by Association of Washington Cities (AWC) Board Secretary Kent Keel.

**ADMINISTRATION REPORT**

- City Manager Matthias introduced Emergency Preparedness Manager Shannon Kirchberg.
- Finance Director introduced Deputy Finance Director Shawn Hunstock.
- Aviation Update
- SCORE

**COMMENTS FROM THE PUBLIC**

- Sheri Verburg, Des Moines, Development
- Joyer Ramirez, Des Moines, Marina Rescue Development

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

### Councilmember Back

- AWC Board Meeting
- Port Package Meeting with Representative Orwall
- South County Transportation Area Board
- Businesses Ending Slavery and Trafficking Meeting
- Des Moines Elementary Ribbon Cutting

### Councilmember Bangs

- Betts Redondo Boardwalk Dedication
- State of the City at North Hill Community Club
- 911 Memorial Event
- Mount Rainier High School Football Game
- Quiet Skies Forum
- International Coastal Clean-Up
- Regional Law, Safety, and Justice Committee Meeting
- Businesses Ending Slavery and Trafficking Meeting

### Councilmember Nutting

- Des Moines Park Run
- Des Moines Farmer Market
- International Coastal Clean-Up
- Des Moines Police Foundation Auction

### Councilmember Buxton

- Human Services Advisory Committee Meeting
- Des Moines Farmers Market
- Commented on Consent Calendar Item #3, #4, #6, #7, #8, and #9
- Purple Nights Lights Run

### Councilmember Mahoney

- Community Festival at Baptist Church
- State of the City at North Hill Community Club
- Mount Rainier High School Football Game
- International Coastal Clean-Up

### Deputy Mayor Vic Pennington

- Community Festival at First Baptist Church
- Des Elementary School Ribbon Cutting
- Betts Redondo Boardwalk Dedication

## **PRESIDING OFFICER'S REPORT**

- Marina Redevelopment Community Meeting
- Mount Rainier High School Football Game

## **ADMINISTRATION REPORT**

- Chief Operations Officer Brewer announced that we were awarded a \$2,000,000 from Sound Transit to extend the Des Moines Barnes Creek Trial.

**NEW BUSINESS**

Item 2:

RECYCLING RATE ADJUSTMENT – RECOLOGY CLEANSCAPES, INC.  
CONTRACT AMENDMENT

Staff Presentation: Principal Planner Laura Techico

Principal Planner Techico along with Government and Community Relations Manager at Recology Quinn Apuzzo, and Recology General Manager Kevin Kelly gave a PowerPoint presentation to Council.

**Direction/Action**

**Motion 1** made by Councilmember Back to approve the Amendment #2 to the comprehensive Garbage, Recyclables and Compostables Agreement between the City of Des Moines and Recology CleanScapes, Inc. and authorize the City Manager to sign the amendment substantially in the form as submitted; seconded by Councilmember Bangs.

Motion passed 7-0.

**Motion 2** made by Councilmember Back to exercise the option to extend the contract term to October 31, 2022 and direct staff to notify Recology of the extension; seconded by Councilmember Bangs.

Motion passed 7-0.

Item 1:

DRAFT ORDINANCE NO. 19-060 – REFUNDING AND REFINANCING SCORE BONDS AND AMENDING THE INTERLOCAL AGREEMENT (ILA)

Staff Presentation: City Attorney Tim George

City Attorney George gave Council an update on the SCORE capital bonds.

**Direction/Action**

**Motion 1** made by Councilmember Nutting to suspend Rule 26(a) to enact Draft Ordinance No. 19-060 on first reading; seconded by Councilmember Back.

Motion passed 7-0.

**Motion 2** made by Councilmember Nutting to enact Draft Ordinance No. 19-060 authorizing the refunding and refinancing of SCORE capital bonds and approving amendments to the Interlocal Agreement to include Des Moines as a Member City; seconded by Councilmember Back.

Motion passed 7-0.

**CONSENT CALENDAR**

Item 1:

APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through September 5, 2019 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#158680-158885	\$ 659,483.26
Electronic Wire Transfers	# 1306-1312	\$ 554,181.95
Payroll Checks	# 19256-19261	\$ 3,773.25
Payroll Direct Deposit	#360001-360193	\$ 374,132.35
Total Checks and Wires for A/P and Payroll:		\$1,591,570.81

- Item 2: APPROVAL OF MINUTES  
Motion is to approve the August 8, 2019 Budget Retreat and the September 5, 2019 City Council Regular Meeting Minutes.
- Item 3: ACCEPTANCE OF WASHINGTON TRAFFIC SAFETY COMMISSION GRANT: DES MOINES MUNICIPAL COURT-DUI COURT  
Motion is to accept the grant from the Washington Traffic Safety Commission in the amount of \$65,000 for the purposes of continuing operations of the Des Moines Municipal Court-DUI Court and authorize the City Manager to sign the contract substantially in the form as attached.
- Item 4: DOMESTIC VIOLENCE AWARENESS MONTH  
Motion is to approve the Proclamation supporting October as Domestic Violence Awareness Month.
- Item 5: DES MOINES CREEK BASIN HABITAT RESTORATION MONITORING: CONSULTANT ON-CALL AGREEMENT TASK ASSIGNMENT FOR ENGINEERING SERVICES  
Motion is to approve the 2018-2019 On-Call General Civil Engineering Services Task Order Assignment 2018-08 with Parametrix, that will provide habitat restoration monitoring along the Des Moines Creek Basin corridor in the amount of \$69,458.83, and further authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted.
- Item 6: DRAFT ORDINANCE NO. 19-081 PROSTITUTION VEHICLE IMPOUND ORDINANCE  
Motion 1 is suspend Rule 26(a) in order to enact Draft Ordinance No. 19-081 on first reading.  
Motion 2 is to enact Draft Ordinance No. 19-081, designating defined areas within the City of Des Moines as areas within which vehicles are subject to impoundment for certain prostitution related offense and directing signs to be posted at the boundaries of designated prostitution impound areas.
- Item 7: KING COUNTY YOUTH AND AMATEUR SPORTS GRANT ACCEPTANT  
Motion is to accept the King County Youth and Amateur Sports Grant for grant funding in the amount of \$100,000 for Des Moines Field House Sports Field Renovation Project, and authorize the City Manager to sign the grant agreement substantially in the form as submitted.
- Item 8: WASHINGTON STATE RECREATION AND CONSERVATION OFFICE YOUTH ATHLETIC FACILITIES GRANT ACCEPTANCE  
Motion is to accept the Youth Athletic Facilities Grant through the Washington State RCO for grant funding in the amount of \$107,202 for the Des Moines Field House Park Field Renovations Project, and authorize the City Manager to sign the grant agreement substantially in the form as submitted.

- Item 9: INTERAGENCY AGREEMENT – EDWARD BYRNE MEMORIAL JUSTICE GRANT (JAG) PROGRAM JAG GRANT AWARD #2017-DJ-BX-0496  
Motion is to authorize the City Manager to sign the Interagency Agreement with the City of Seattle for the Edward Bryne Memorial Justice Grant #2017-DJ-BX-0496 substantially in the form as attached and for the City of Des Moines to accept the \$11,122.00 in federal funds under terms and conditions listed within the JAG Grant and Interagency Agreement.

**Direction/Motion**

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

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

At 7:45 p.m. Council took a 10 minute break, and resumed the meeting at 7:55 p.m.

**NEW BUSINESS**

Item 3:

**MARINA REDEVELOPMENT UPDATE**

Staff Presentation: City Manager Michael Matthias

Principal Mark Bunzel with the Waggoner Marina Services gave a PowerPoint Presentation to Council.

City Manager Matthias gave a PowerPoint Presentation to Council updating them on the Marina Community Development Meeting.

Jeff Koval with Skylabs Architects presented Council with a PowerPoint Presentation.

Chief Strategic Officer Cezar gave Council a PowerPoint Summary of the Marina Community Development Meeting.

Consultant Robert Holmes, The Holmes Group along with Consultant Adam Seidman, The Concord Group gave a brief PowerPoint Presentation to Council.

**Direction/Motion**

Motion made by Councilmember Bangs to direct staff to prepare and issue a Request for Qualifications (RFQ) for a private developer for Marina Redevelopment; seconded by Councilmember Nutting.  
 Motion passed 7-0.

**EXECUTIVE SESSION**

At 9:30 p.m. Council went into Executive Session. The purpose of the Executive Session was to discuss Potential Litigation under RCW 42.30.110(1)(i). Those in attendance: Mayor Pina; Deputy Mayor Pennington; Councilmembers Back, Bangs, Buxton, Mahoney and Nutting; City Manager Matthias, Chief Operations Officer Brewer; Chief Strategic Officer Cezar; City Attorney George; Police Chief Thomas; Finance Director Wroe; and City Clerk/Communications Director Wilkins.

No formal action was taken.

The Executive Session lasted 30 minutes.

The Executive Session concluded at 10:00 p.m.

**NEXT MEETING DATE:**

October 10, 2019 City Council Regular Meeting.

**ADJOURNMENT**

The meeting adjourned at 10:00 p.m.

Respectfully Submitted,  
Taria Keane  
Deputy City Clerk

# A G E N D A   I T E M

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

SUBJECT: Small Business Saturday  
Proclamation

ATTACHMENTS:  
1. Proclamation

FOR AGENDA OF: October 17, 2019

DEPT. OF ORIGIN: Admin

DATE SUBMITTED: October 10, 2019

CLEARANCES:

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

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

- Legal \_\_\_\_\_
- Finance \_\_\_\_\_
- Courts \_\_\_\_\_
- Police \_\_\_\_\_
- City Clerk Blw

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

### Purpose and Recommendation

The purpose of this agenda item is to recognize the November 30, 2019 as Small Business Saturday.

### Suggested Motion

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

### Background

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

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## Proclamation

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

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

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

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

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

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

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

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

## ***SMALL BUSINESS SATURDAY***

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

**SIGNED** this 17<sup>th</sup> day of October, 2019.



\_\_\_\_\_  
Matt Pina, Mayor

*The Waterland City*

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# AGENDA ITEM

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

SUBJECT: Contract Award for Des Moines Play Areas Project

FOR AGENDA OF: October 17, 2019

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: October 8, 2019

ATTACHMENTS:

- 1. Public Works Contract
- 2. Bid Tabulations
- 3. Proposed 2020 – 2025 CIP Project Worksheets

CLEARANCES:

- Community Development NA
- Marina NA
- Parks, Recreation & Senior Services *Some*
- Public Works *Ray*

CHIEF OPERATIONS OFFICER: DJB

- Legal *IG*
- Finance *Baw*
- Courts NA
- Police NA

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: \_\_\_\_\_

**Purpose and Recommendation**

The purpose of this agenda item is to request City Council approval of the Public Works Contract (Attachment 1) with KC Equipment LLC for the Des Moines Play Areas Project. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion:** "I move to award the Public Works Contract for the Des Moines Play Areas Project to KC Equipment LLC for all Schedules (A through C inclusive), in the amount of \$928,991.80, authorize a construction contract contingency in the amount of \$46,000.00, and additionally authorize the City Manager to sign the Public Works Contract substantially in the form as submitted."

**Background**

This project is funded with local funds and a grant from King County Youth and Amateur Sports. In April 2019, bids were advertised for a three week period in the Seattle Daily Journal of Commerce. Bids were also solicited via Builder's Exchange, with a bid opening date of April 23, 2019. The City received only one (1) bid at bid opening, which was significantly higher than the Architect's Estimate. The project bid received was rejected by the City Council at the May 9, 2019 Council meeting.

Through discussions with the Municipal Facilities, the decision was made to re-advertise the bid solicitation in the fall for a potential greater response from potential contractors.

**Discussion**

In September 2019, bids were advertised for a three week period in the Seattle Daily Journal of Commerce. Bids were also solicited via Builder's Exchange, with a bid opening date of September 19, 2019. The City received five (5) bids at bid opening, with KC Equipment LLC being the apparent lowest responsive bidder. The entire bid tabulation is included as Attachment 2. The Architect's Estimate for the project is \$803,662.94, inclusive of Washington State Sales Tax. Staff and the Architect of Record have performed the necessary bid evaluation and due diligence. As evidenced by the range and grouping of the bid totals, the low bid from KC Equipment is competitive. Through the development of the proposed 2020-2025 Capital Improvement Plan, staff was able to reallocate enough resources to fully fund the three park projects. Therefore, staff recommends awarding all schedules (A – Steven J. Underwood Park, B – Wooton Park, and C – Westwood Park) as part of this Public Works Contract.

**Alternatives**

Council could choose to award all Schedules, award any combination of Schedules, or not award any Schedules at all. If Schedule A is not awarded, the City would be required to repay the \$245,000 grant from King County Youth and Amateur Sports.

**Financial Impact**

There are sufficient funds available within the proposed project budgets to cover the construction costs (Attachment 3).

**Recommendation**

Staff recommends that Council approve the suggested motion.

**Concurrence**

Finance, Legal, Parks, Recreation and Senior Services, and Public Works concur.



## **PUBLIC WORKS CONTRACT between City of Des Moines and KC Equipment LLC**

THIS CONTRACT is made and entered into by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and KC Equipment LLC organized under the laws of the State of Washington, located and doing business at 2410 Boyer Ave E #3, Seattle, WA 98112, (206) 399-3687, Kevin Pleas (hereinafter the "Contractor").

### **CONTRACT**

The parties agree as follows:

#### **I. DESCRIPTION OF WORK.**

Contractor shall perform the services for the City as specifically described in Exhibit "A" Scope of Work, attached hereto and incorporated herein by reference.

a. Contractor 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 such services are performed.

b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for those items mentioned therein to be furnished by the City.

c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated.

In addition, the work shall be in conformance with the following documents which are by reference incorporated herein and made part hereof:

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) shall perform any changes in the work in accord with the Contract Documents.

d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Terms and provisions of the Contract
2. Addenda,
3. Proposal Form,
4. Special Provisions, including APWA General Special Provisions, if they are included,
5. Contract Plans,
6. Amendments to the Standard Specifications,
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
8. Contracting Agency's Standard Plans (if any), and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

**II. TIME OF COMPLETION.** The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit "A" attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within **85 Working Days (40 days for Underwood, 25 days for Wooton and 20 days for Westwood)**. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

**III. COMPENSATION.** The City shall pay the Contractor a total amount not to exceed \$844,538.00, plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract per attached Exhibit "A" (**Contract award is for**

**ALL Schedules – A, B, and C).** Total amount of contract, including applicable sales tax, not to exceed \$928,991.80. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.
  
- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.
  
- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

**IV. INDEPENDENT CONTRACTOR.** The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

**V. TERMINATION.** The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this Contract.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Contract.

If the City terminates this Contract for good cause, the Contractor shall not receive any further money due under this Contract until the Contract work is completed. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

**VI. LIQUIDATED DAMAGES.** This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the

work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Contractor declares that it is familiar with liquidated damages provisions, and understands their intent and purpose. By signing this Contract, Contractor further declares that it understands the liquidated damages provision of this contract, that it is a product of negotiation, and that it is a fair estimation of the damage and loss that City will suffer in the event of delay.

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **\$1,639.40** [*Liquidated Damages = (0.15\*Contract Amount)/Time for Completion*] shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

**VII. PREVAILING WAGES.** Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the

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

**VIII. HOURS OF LABOR.** Contractor shall comply with the "hours of labor" requirements and limitations as set forth in Chapter 49.28 RCW. It shall be the responsibility of Contractor to require all subcontractors to comply with the provisions of Chapter 49.28 RCW and this section of the Contract. The Contractor shall pay all reasonable costs (such as over-time of crews) incurred by the City as a result of work beyond eight (8) hours per day or forty (40) hours per week. Additional hours beyond a forty (40)-hour workweek will be pro-rated against contractual workdays.

**IX. COMPLIANCE WITH WAGE, HOUR, SAFETY, AND HEALTH LAWS.** The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 294 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

**X. DAYS AND TIME OF WORK.** Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 7:00 p.m.

Saturday, Sunday and Holidays: 8:00 a.m. to 5:00 p.m.

**XI. WORKERS' COMPENSATION.** The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workers' Compensation Laws. In jurisdictions not providing complete Workers' Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workers' Compensation Laws.

The Contractor shall make all payments arising from the performance of this Contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage. The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

**XII. CHANGES.** The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within seven (7) calendar days of the date Contractor 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 Contractor'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 Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor 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 Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

The Contractor 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 Contractor 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.

**XIII. CLAIMS.** If the Contractor 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 Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within seven (7) calendar days of the occurrence of the events giving rise to the claims, or within seven (7) calendar days of the date the Contractor 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 Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Contractor'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 Contractor'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 Contractor is asserting a schedule change or disruption.
- B. Records. The Contractor 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 Contractor'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. Contractor'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 Contractor 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 Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

**XIV. LIMITATION OF ACTIONS.** CONTRACTOR 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 CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

**XV. WARRANTY.** Upon acceptance of the contract work, Contractor must provide the City a warranty bond for one year in the amount of the contract value specified in Section III above and in a form acceptable to the City. In the event any defects are found within the first year, the warranty bond shall be extended for an additional year. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

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

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

The City's inspection or acceptance of any of Contractor'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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

**XVIII. INSURANCE.** The Contractor shall procure and maintain for the duration of the Agreement, 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 Contractor, their agents, representatives, employees or subcontractors.

**No Limitation.** Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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**

Contractor 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, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

#### **B. Minimum Amounts of Insurance**

Contractor 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 and a \$2,000,000 products-completed operations aggregate limit.

#### **C. Other Insurance Provisions**

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they 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 Contractor's insurance and shall not contribute with it.

#### **D. Acceptability of Insurers**

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

#### **E. Verification of Coverage**

Contractor 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 insurance of the Contractor before commencement of the work.

#### **F. Subcontractors**

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

#### **G. Notice of Cancellation**

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

#### **H. Failure to Maintain Insurance**

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

**XIX. WORK PERFORMED AT CONTRACTOR'S RISK.** Contractor 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 Contractor's own risk, and Contractor 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.

**XX. BOND - SEPARATE PAYMENT AND PERFORMANCE BONDS REQUIRED.** Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish both a performance bond and a payment bond to the City, both in the full amount of the bid with a surety company as surety. The purpose of the bonds is to ensure that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bonds shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company/companies providing such bonds shall agree to be bound to the laws of the State of Washington, and subjected to the jurisdiction of the State of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bonds are supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$150,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bonds, elect to have the City retain 10% of the contract amount for

a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

**XXI. DEBARMENT.** The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

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

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

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days

after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

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

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

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

G. 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.

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

I. 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.

J. 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, then the order of precedence shall be in accordance with Section I c of this Contract.

K. Severability. If any one or more sections, sub-sections, or sentences of this Contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Contract and the remainder shall remain in full force and effect.



# Exhibit "A" -- Scope of Work

## City of Des Moines

### Des Moines Play Areas Project

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The project will consist of the following park play area upgrades at various Des Moines Parks.

#### Descriptions of Work:

##### Steven J. Underwood Memorial Park (40 Working Days):

- Clear, grub and grade for installation of Hot Mix Asphalt path, including off-site disposal of all cleared and grubbed materials
- Remove and store existing pavers for re-installation at areas shown on Plan. Includes the removal and off-site disposal of existing subbase materials
- Remove existing pavers and border curbing at areas shown on Plan. Includes the removal and offsite disposal of existing subbase materials
- Install concrete curbing as shown on Plan and Details for new playground border. Includes all subgrade preparation and subbase installation
- Grade and install drainage for new playground area
- Place and install new playground equipment as shown on the Plan and Details
- Remove existing exercise equipment and relocate as shown on Plan
- Place and install new synthetic turf fall protection at new playground area
- Place and install overhead shade structure as shown on Plan
- Install salvaged pavers and new concrete curbing border at locations shown on Plan. Includes grading and preparation of subgrade and installation of subbase materials as shown on Plan
- Place and install new flagpoles as shown on Plan and Details. Includes installation of new uplighting
- Install improvements to chain link fencing at two baseball diamonds as shown on plan. Includes the removal and off-site disposal of any replaced or unnecessary components
- Repair, regrade and reseed any disturbed areas adjacent to new construction. Includes any imported topsoil as necessary
- Repair, replace and/or modify existing irrigation system adjacent to new construction
- Remove, heal-in and replant any vegetation removed during installation of flagpoles or lighting. Includes regrading and repair of landscape beds

##### Westwood Park (20 Working Days):

- Install concrete curbing as shown on Plan and Details for new playground border. Includes all subgrade preparation and subbase installation
- Grade and install drainage for new playground area. Includes installation of geotextile and drain rock layer
- Place and install new playground equipment as shown on the Plan and Details
- Install new ADA access ramp in new playground area
- Install salvaged wood mulch as base and install 6" minimum lift (after compaction) of new wood fiber fall protection at new playground area
- Place and surface mount salvaged bench.
- Place and surface mount new ADA picnic table
- Repair, regrade and reseed any disturbed areas adjacent to new construction. Includes any imported topsoil as necessary
- Repair, replace and/or modify existing irrigation system adjacent to new construction

##### Wooton Park (25 Working Days):

- Remove brick pavers at location as shown on Plan. Includes the removal and off-site disposal of existing subbase materials
- Place and install Gazebo. Includes the subgrade preparation and all necessary concrete footings
- Install 4" thick cement concrete pavement as shown on Plan. Includes all and grading and preparation of subgrade and installation of subbase materials as shown on Plan
- Place and surface mount new ADA picnic table
- Prepare subgrade and install drainage improvements at playground area
- Place and install all new playground equipment as shown on Plan
- Place and install synthetic turf fall protection at playground area

**Project Locations:**

Steven J. Underwood Memorial Park  
21800 20<sup>th</sup> Avenue South  
Des Moines, WA 98198

Westwood Park  
6<sup>th</sup> Avenue South & South 192<sup>nd</sup> Street  
Des Moines, WA 98198

Wooton Park  
28202 9<sup>th</sup> Avenue South  
Des Moines, WA 98198

**PUBLIC WORKS PAYMENT BOND  
to City of Des Moines, WA**

Bond No. \_\_\_\_\_

The City of Des Moines, Washington, (City) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as \_\_\_\_\_ (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and \_\_\_\_\_ (Surety), a corporation organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Des Moines, in the sum of \_\_\_\_\_ US Dollars (\$) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond shall be executed in four (4) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PUBLIC WORKS PERFORMANCE BOND  
to City of Des Moines, WA**

Bond No. \_\_\_\_\_

The City of Des Moines, Washington, (City) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as \_\_\_\_\_, (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation, organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Des Moines, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond shall be executed in four (4) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

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

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CITY OF DES MOINES  
 DES MOINES PLAY AREAS PROJECT  
 BID TABULATION  
 SEPTEMBER 19, 2019 @ 11:00 AM

BASIC BID ITEMS

SCHEDULE A – STEVEN J. UNDERWOOD PARK

QTY	UNIT	COST ESTIMATE			KC EQUIPMENT LLC			L W SUNDSTROM, INC			TERRA DYNAMICS, INC			W. S. CONTRACTORS LLC			D&O CONSTRUCTION INC		
		UNIT PRICE	TOTAL PRICE	% DIFF	UNIT PRICE	TOTAL PRICE	% DIFF	UNIT PRICE	TOTAL PRICE	% DIFF	UNIT PRICE	TOTAL PRICE	% DIFF	UNIT PRICE	TOTAL PRICE	% DIFF	UNIT PRICE	TOTAL PRICE	% DIFF
1	LS	\$ 53,500.00	\$ 53,500.00		\$ 50,000.00	\$ 50,000.00	-7%	\$ 62,000.00	\$ 62,000.00	16%	\$ 60,000.00	\$ 60,000.00	12%	\$ 42,000.00	\$ 42,000.00	-21%	\$ 13,305.00	\$ 13,305.00	-75%
1	LS	\$ 11,525.00	\$ 11,525.00		\$ 20,000.00	\$ 20,000.00	74%	\$ 10,000.00	\$ 10,000.00	-13%	\$ 2,900.00	\$ 2,900.00	-75%	\$ 13,200.00	\$ 13,200.00	15%	\$ 1,500.00	\$ 1,500.00	-87%
1	LS	\$ 13,168.73	\$ 13,168.73		\$ 125,000.00	\$ 125,000.00	849%	\$ 39,000.00	\$ 39,000.00	196%	\$ 30,300.00	\$ 30,300.00	130%	\$ 46,000.00	\$ 46,000.00	249%	\$ 52,414.00	\$ 52,414.00	298%
1	LS	\$ 6,811.82	\$ 6,811.82		\$ 15,000.00	\$ 15,000.00	120%	\$ 24,840.00	\$ 24,840.00	265%	\$ 5,800.00	\$ 5,800.00	-15%	\$ 9,460.00	\$ 9,460.00	39%	\$ 15,000.00	\$ 15,000.00	120%
1	LS	\$ 36,715.98	\$ 36,715.98		\$ 45,000.00	\$ 45,000.00	23%	\$ 45,000.00	\$ 45,000.00	23%	\$ 23,750.00	\$ 23,750.00	-35%	\$ 16,500.00	\$ 16,500.00	-55%	\$ 94,711.00	\$ 94,711.00	158%
1	LS	\$ 12,325.00	\$ 12,325.00		\$ 10,000.00	\$ 10,000.00	-19%	\$ 13,000.00	\$ 13,000.00	5%	\$ 12,000.00	\$ 12,000.00	-3%	\$ 14,300.00	\$ 14,300.00	16%	\$ 16,820.00	\$ 16,820.00	36%
1	LS	\$ 11,625.48	\$ 11,625.48		\$ 24,600.00	\$ 24,600.00	112%	\$ 25,000.00	\$ 25,000.00	115%	\$ 22,750.00	\$ 22,750.00	96%	\$ 31,900.00	\$ 31,900.00	174%	\$ 15,000.00	\$ 15,000.00	29%
1	LS	\$ 2,205.90	\$ 2,205.90		\$ 5,000.00	\$ 5,000.00	127%	\$ 8,000.00	\$ 8,000.00	283%	\$ 5,800.00	\$ 5,800.00	163%	\$ 6,100.00	\$ 6,100.00	177%	\$ 2,560.00	\$ 2,560.00	16%
1	LS	\$ 58,006.35	\$ 58,006.35		\$ 58,000.00	\$ 58,000.00	0%	\$ 62,000.00	\$ 62,000.00	7%	\$ 60,400.00	\$ 60,400.00	4%	\$ 57,000.00	\$ 57,000.00	-2%	\$ 67,344.00	\$ 67,344.00	16%
1	LS	\$ 216,036.22	\$ 216,036.22		\$ 183,613.00	\$ 183,613.00	-15%	\$ 230,516.00	\$ 230,516.00	7%	\$ 271,500.00	\$ 271,500.00	26%	\$ 242,800.00	\$ 242,800.00	12%	\$ 280,335.00	\$ 280,335.00	21%
1	LS	\$ 18,137.40	\$ 18,137.40		\$ 25,000.00	\$ 25,000.00	38%	\$ 56,000.00	\$ 56,000.00	205%	\$ 38,900.00	\$ 38,900.00	114%	\$ 87,960.00	\$ 87,960.00	385%	\$ 68,170.00	\$ 68,170.00	276%
1	LS	\$ 43,346.39	\$ 43,346.39		\$ 44,000.00	\$ 44,000.00	2%	\$ 74,215.00	\$ 74,215.00	71%	\$ 91,000.00	\$ 91,000.00	110%	\$ 79,800.00	\$ 79,800.00	84%	\$ 76,260.00	\$ 76,260.00	76%
1	LS	\$ 5,882.40	\$ 5,882.40		\$ 15,000.00	\$ 15,000.00	155%	\$ 15,000.00	\$ 15,000.00	155%	\$ 14,950.00	\$ 14,950.00	154%	\$ 3,850.00	\$ 3,850.00	-35%	\$ 19,200.00	\$ 19,200.00	226%
1	LS	\$ 3,529.44	\$ 3,529.44		\$ 5,000.00	\$ 5,000.00	42%	\$ 25,000.00	\$ 25,000.00	608%	\$ 8,000.00	\$ 8,000.00	127%	\$ 3,850.00	\$ 3,850.00	9%	\$ 22,489.00	\$ 22,489.00	537%
1	LS	\$ 11,816.78	\$ 11,816.78		\$ 17,500.00	\$ 17,500.00	48%	\$ 25,000.00	\$ 25,000.00	112%	\$ 13,000.00	\$ 13,000.00	10%	\$ 8,300.00	\$ 8,300.00	-30%	\$ 15,200.00	\$ 15,200.00	29%
SUBTOTAL SCHEDULE A			\$ 504,634.87		\$ 642,713.00		\$ 714,571.00		\$ 661,050.00		\$ 662,820.00		\$ 662,820.00		\$ 740,306.00		\$ 740,306.00		\$ 740,306.00
10.0% WSST			\$ 50,463.49		\$ 64,271.30		\$ 71,457.10		\$ 66,105.00		\$ 66,282.00		\$ 66,282.00		\$ 74,030.60		\$ 74,030.60		\$ 74,030.60
TOTAL SCHEDULE A			\$ 555,098.36		\$ 706,984.30		\$ 786,028.10		\$ 727,155.00		\$ 729,102.00		\$ 729,102.00		\$ 814,336.60		\$ 814,336.60		\$ 814,336.60

SCHEDULE B – WOOTON PARK

QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	% DIFF	UNIT PRICE	TOTAL PRICE	% DIFF	UNIT PRICE	TOTAL PRICE	% DIFF	UNIT PRICE	TOTAL PRICE	% DIFF	UNIT PRICE	TOTAL PRICE	% DIFF	
1	LS	\$ 18,725.00	\$ 18,725.00	\$ 10,000.00	\$ 10,000.00	-47%	\$ 18,425.00	\$ 18,425.00	-2%	\$ 26,000.00	\$ 26,000.00	39%	\$ 20,500.00	\$ 20,500.00	9%	\$ 12,755.00	\$ 12,755.00	-32%	
1	LS	\$ 1,145.40	\$ 1,145.40	\$ 2,500.00	\$ 2,500.00	116%	\$ 3,000.00	\$ 3,000.00	162%	\$ 4,100.00	\$ 4,100.00	258%	\$ 3,850.00	\$ 3,850.00	236%	\$ 7,206.00	\$ 7,206.00	529%	
1	LS	\$ 18,137.40	\$ 18,137.40	\$ 55,000.00	\$ 55,000.00	203%	\$ 50,000.00	\$ 50,000.00	176%	\$ 44,400.00	\$ 44,400.00	145%	\$ 36,000.00	\$ 36,000.00	98%	\$ 39,876.00	\$ 39,876.00	120%	
1	LS	\$ 4,056.34	\$ 4,056.34	\$ 4,500.00	\$ 4,500.00	11%	\$ 5,000.00	\$ 5,000.00	23%	\$ 20,500.00	\$ 20,500.00	405%	\$ 6,900.00	\$ 6,900.00	70%	\$ 39,876.00	\$ 39,876.00	883%	
1	LS	\$ 3,921.60	\$ 3,921.60	\$ 1,500.00	\$ 1,500.00	-62%	\$ 4,000.00	\$ 4,000.00	2%	\$ 6,000.00	\$ 6,000.00	53%	\$ 2,200.00	\$ 2,200.00	-44%	\$ 450.00	\$ 450.00	-89%	
1	LS	\$ 9,313.80	\$ 9,313.80	\$ 15,000.00	\$ 15,000.00	61%	\$ 20,000.00	\$ 20,000.00	115%	\$ 10,800.00	\$ 10,800.00	16%	\$ 14,300.00	\$ 14,300.00	54%	\$ 30,396.00	\$ 30,396.00	226%	
1	LS	\$ 70,427.54	\$ 70,427.54	\$ 70,825.00	\$ 70,825.00	1%	\$ 66,250.00	\$ 66,250.00	-6%	\$ 85,800.00	\$ 85,800.00	22%	\$ 72,395.00	\$ 72,395.00	3%	\$ 92,328.00	\$ 92,328.00	31%	
1	LS	\$ 26,623.40	\$ 26,623.40	\$ 5,000.00	\$ 5,000.00	-81%	\$ 36,000.00	\$ 36,000.00	34%	\$ 31,300.00	\$ 31,300.00	17%	\$ 32,700.00	\$ 32,700.00	22%	\$ 39,216.00	\$ 39,216.00	46%	
SUBTOTAL SCHEDULE B			\$ 182,552.46		\$ 164,525.00		\$ 202,675.00		\$ 228,800.00		\$ 188,845.00		\$ 188,845.00		\$ 260,103.00		\$ 260,103.00		\$ 260,103.00
10.0% WSST			\$ 18,255.25		\$ 16,452.50		\$ 20,267.50		\$ 22,880.00		\$ 18,884.50		\$ 18,884.50		\$ 26,010.30		\$ 26,010.30		\$ 26,010.30
TOTAL SCHEDULE B			\$ 200,807.71		\$ 180,977.50		\$ 222,942.50		\$ 251,680.00		\$ 207,729.50		\$ 207,729.50		\$ 286,113.30		\$ 286,113.30		\$ 286,113.30

SCHEDULE C – WESTWOOD PARK

QTY	UNIT	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	% DIFF	UNIT PRICE	TOTAL PRICE	% DIFF	UNIT PRICE	TOTAL PRICE	% DIFF	UNIT PRICE	TOTAL PRICE	% DIFF	UNIT PRICE	TOTAL PRICE	% DIFF	
1	LS	\$ 8,975.00	\$ 8,975.00	\$ 2,500.00	\$ 2,500.00	-72%	\$ 7,500.00	\$ 7,500.00	-16%	\$ 15,000.00	\$ 15,000.00	67%	\$ 18,900.00	\$ 18,900.00	111%	\$ 15,505.00	\$ 15,505.00	73%	
1	LS	\$ 6,519.66	\$ 6,519.66	\$ 5,000.00	\$ 5,000.00	-23%	\$ 10,000.00	\$ 10,000.00	53%	\$ 17,500.00	\$ 17,500.00	168%	\$ 10,500.00	\$ 10,500.00	61%	\$ 16,437.00	\$ 16,437.00	152%	
1	LS	\$ 2,451.00	\$ 2,451.00	\$ 3,000.00	\$ 3,000.00	22%	\$ 2,000.00	\$ 2,000.00	-18%	\$ 3,100.00	\$ 3,100.00	26%	\$ 2,700.00	\$ 2,700.00	10%	\$ 8,892.00	\$ 8,892.00	263%	
1	LS	\$ 4,867.60	\$ 4,867.60	\$ 5,000.00	\$ 5,000.00	3%	\$ 5,000.00	\$ 5,000.00	3%	\$ 8,750.00	\$ 8,750.00	39%	\$ 4,300.00	\$ 4,300.00	-12%	\$ 4,710.00	\$ 4,710.00	-3%	
1	LS	\$ 2,549.90	\$ 2,549.90	\$ 1,500.00	\$ 1,500.00	-41%	\$ 1,800.00	\$ 1,800.00	-29%	\$ 4,025.00	\$ 4,025.00	58%	\$ 2,750.00	\$ 2,750.00	8%	\$ 2,400.00	\$ 2,400.00	-6%	
1	LS	\$ 1,200.00	\$ 1,200.00	\$ 500.00	\$ 500.00	-59%	\$ 1,500.00	\$ 1,500.00	25%	\$ 1,575.00	\$ 1,575.00	31%	\$ 2,200.00	\$ 2,200.00	83%	\$ 2,500.00	\$ 2,500.00	108%	
1	LS	\$ 6,563.52	\$ 6,563.52	\$ 5,000.00	\$ 5,000.00	-24%	\$ 15,000.00	\$ 15,000.00	129%	\$ 7,800.00	\$ 7,800.00	19%	\$ 14,500.00	\$ 14,500.00	121%	\$ 41,064.00	\$ 41,064.00	525%	
1	LS	\$ 40,288.64	\$ 40,288.64	\$ 15,000.00	\$ 15,000.00	-63%	\$ 40,000.00	\$ 40,000.00	-1%	\$ 51,595.00	\$ 51,595.00	28%	\$ 53,120.00	\$ 53,120.00	32%	\$ 51,440.00	\$ 51,440.00	28%	
SUBTOTAL SCHEDULE C			\$ 73,415.32		\$ 37,500.00		\$ 82,800.00		\$ 107,345.00		\$ 108,970.00		\$ 108,970.00		\$ 142,548.00		\$ 142,548.00		\$ 142,548.00
10.0% WSST			\$ 7,341.53		\$ 3,750.00		\$ 8,280.00		\$ 10,734.50		\$ 10,897.00		\$ 10,897.00		\$ 14,254.80		\$ 14,254.80		\$ 14,254.80
TOTAL SCHEDULE C			\$ 80,756.85		\$ 41,250.00		\$ 91,080.00		\$ 118,079.50		\$ 119,867.00		\$ 119,867.00		\$ 156,802.80		\$ 156,802.80		\$ 156,802.80

TOTAL PROPOSAL COST

\$ 803,652.94      \$ 928,991.80      \$ 1,100,050.60      \$ 1,097,024.50      \$ 1,056,698.50      \$ 1,259,894.90

NOTES:

- Indicates the submitted proposal contained a smaller amount
- Indicates the submitted proposal contained a larger amount

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

S.I.U. Play

Project # 310.080

*Summary Project Description:*  
Install new "play for all" play equipment that will be ADA accessible.

**CIP Category:** Park Facility Projects

**Managing Department:** Parks, Recr & Sr Services

**Justification/Benefits:** Steven J Underwood Park is a top priority Community Park which has heavy family use. The park is heavily used for youth sporting activities by families with children. A play area is included in the park's master plan due to the thousands of family visits to the park annually.

<i>PROJECT SCOPE</i>			
<i>Expenditures</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
Design	37	35	72
Land & Right of Way	-	-	-
Construction	408	329	737
Contingency	34	39	73
<b>Total Expenditures</b>	<b>479</b>	<b>403</b>	<b>882</b>

<i>ANNUAL ALLOCATION</i>							
<i>Project to Date 12/31/18</i>	<i>Scheduled Year 2019</i>	<i>Plan Year 2020</i>	<i>Plan Year 2021</i>	<i>Plan Year 2022</i>	<i>Plan Year 2023</i>	<i>Plan Year 2024</i>	<i>Plan Year 2025</i>
60	12	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	737	-	-	-	-	-	-
-	-	73	-	-	-	-	-
<b>60</b>	<b>749</b>	<b>73</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<i>Funding Sources</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
Private Contributions	50	(50)	-
Youth and Amateur Sports Grants (YASG) (Secured)	245	-	245
REET 2	184	453	637
<b>Total Funding</b>	<b>479</b>	<b>403</b>	<b>882</b>

<i>Project to Date 12/31/18</i>	<i>Scheduled Year 2019</i>	<i>Plan Year 2020</i>	<i>Plan Year 2021</i>	<i>Plan Year 2022</i>	<i>Plan Year 2023</i>	<i>Plan Year 2024</i>	<i>Plan Year 2025</i>
-	-	-	-	-	-	-	-
-	245	-	-	-	-	-	-
55	509	73	-	-	-	-	-
<b>55</b>	<b>754</b>	<b>73</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<i>OPERATING IMPACT</i>		
<i>Operating Impact</i>	<i>6 Year Total</i>	
Revenue	-	-
Expenses	-	-
<b>Net Impact</b>	<b>-</b>	<b>-</b>

<i>ANNUAL OPERATING IMPACT</i>							
<i>12/31/18</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

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

**Wooton Park**

Project # **310.066**

**Summary Project Description:**  
Replace play equipment and picnic shelter. The park's play equipment is over 25 years old, outdated and replacement parts are not available. The park was assessed in 2008 as part of the 2010 Master Plan update. Findings identified that the play equipment needed replacement, the wooden gazebo was not sturdy and needs to be removed or replaced, the site furnishings need to be upgraded and the pathways need refurbishing.

**CIP Category:** Park Facility Projects

**Managing Department:** Parks, Recr & Sr Services

**Justification/Benefits:** Wooton Park was transferred to the City from King County due to annexation in 1997. Wooton Park is the park facility serving the Redondo neighborhood of 1,600 and thousands of visitors annually. This project was a number one project in the 2010 - 2015 Parks, Recreation and Senior Services Master Plan. The park's play equipment is over 25 years old, outdated and replacement parts are not available. The park was assessed as part of the 2010 and 2016 Master Plan updates. Findings identified that the play equipment needed replacement as soon as possible. The wooden gazebo and site furnishings need to be upgraded and the pathways need refurbishing as well.

<b>PROJECT SCOPE</b>			
<i>Expenditures</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
Design	23	18	41
Land & Right of Way	-	-	-
Construction	170	26	196
Contingency	17	2	19
<b>Total Expenditures</b>	<b>210</b>	<b>46</b>	<b>256</b>

<b>ANNUAL ALLOCATION</b>							
<i>Project to Date</i>	<i>Scheduled Year</i>	<i>Plan Year</i>					
<i>12/31/18</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
24	17	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	196	-	-	-	-	-	-
-	-	19	-	-	-	-	-
<b>24</b>	<b>213</b>	<b>19</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<i>Funding Sources</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
Private Contributions	50	(50)	-
REET 2	160	96	256
<b>Total Funding</b>	<b>210</b>	<b>46</b>	<b>256</b>

<i>Project to Date</i>	<i>Scheduled Year</i>	<i>Plan Year</i>					
<i>12/31/18</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
-	-	-	-	-	-	-	-
24	213	19	-	-	-	-	-
<b>24</b>	<b>213</b>	<b>19</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>OPERATING IMPACT</b>			
<i>Operating Impact</i>	<i>6 Year Total</i>		
Revenue	-	-	-
Expenses	-	-	-
<b>Net Impact</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>ANNUAL OPERATING IMPACT</b>							
<i>12/31/18</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

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

**Westwood Play Equipment**

Project # **310.074**

*Summary Project Description:*

Replace the wooden play structure for safety reasons due to age and wood structure deterioration. Park renovation will include ADA compliance, picnic table and bench replacement.

**CIP Category:** Park Facility Projects  
**Managing Department:** Parks, Recr & Sr Services

**Justification/Benefits:** The wooden play structure needs to be replaced due to age and deterioration. Westwood Park was constructed by a developer in the early 2000's. The wooden play equipment is over 15 years old and becoming a safety hazard. The installation of new equipment will require meeting new ADA access requirements. Westwood Park is one of two small parks that serve the North Hill population of 5,100 residents.

<i>PROJECT SCOPE</i>			
<i>Expenditures</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
Design	15	12	27
Land & Right of Way	-	-	-
Construction	81	(27)	54
Contingency	8	(3)	5
<b>Total Expenditures</b>	<b>104</b>	<b>(18)</b>	<b>86</b>

<i>ANNUAL ALLOCATION</i>							
<i>Project to Date</i>	<i>Scheduled Year</i>	<i>Plan Year</i>					
<i>12/31/18</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
15	12	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	54	-	-	-	-	-	-
-	-	5	-	-	-	-	-
<b>15</b>	<b>66</b>	<b>5</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<i>Funding Sources</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
REET 2	104	(18)	86
<b>Total Funding</b>	<b>104</b>	<b>(18)</b>	<b>86</b>

<i>Project to Date</i>	<i>Scheduled Year</i>	<i>Plan Year</i>					
<i>12/31/18</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
15	66	5	-	-	-	-	-
<b>15</b>	<b>66</b>	<b>5</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<i>OPERATING IMPACT</i>			
<i>Operating Impact</i>	<i>6 Year Total</i>		
Revenue	-	-	-
Expenses	-	-	-
<b>Net Impact</b>	<b>-</b>	<b>-</b>	<b>-</b>

<i>ANNUAL OPERATING IMPACT</i>							
<i>12/31/18</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

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# AGENDA ITEM

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

**SUBJECT:** Contract Award for Kiddie and City Parks Improvement Project

**FOR AGENDA OF:** October 17, 2019

**DEPT. OF ORIGIN:** Public Works

**DATE SUBMITTED:** October 8, 2019

**ATTACHMENTS:**

- 1. Public Works Contract
- 2. Bid Tabulations
- 3. Proposed 2020 – 2025 CIP Project Worksheet

**CLEARANCES:**

- Community Development NA
- Marina NA
- Parks, Recreation & Senior Services *SVC*
- Public Works *PWC*

**CHIEF OPERATIONS OFFICER:** *DSB*

- Legal *JL*
- Finance *AW*
- Courts NA
- Police NA

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

**Purpose and Recommendation**

The purpose of this agenda item is to request City Council approval of the Public Works Contract (Attachment 1) with Judha of Lion Landscaping and Services LLC for the Kiddie and City Parks Improvement Project. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion:** “I move to award the Public Works Contract for the Kiddie and City Parks Improvement Project to Judha of Lion Landscaping and Services LLC in the amount of \$167,640.00, authorize a construction contract contingency in the amount of \$16,000.00, and additionally authorize the City Manager to sign the Public Works Contract substantially in the form as submitted.”

**Background**

This project is funded with local funds and King County Community Development Block Grant (CDBG) funds. The project budget worksheet is included as Attachment 3.

In September 2019, bids were advertised for a three week period in the Seattle Daily Journal of Commerce. Bids were also solicited via Builder's Exchange, with a bid opening date of September 19, 2019. The City received five (5) bids at bid opening, with KC Equipment LLC being the apparent lowest responsive bidder. The entire bid tabulation is included as Attachment 2.

**Discussion**

The Architect's Estimate for the project is \$112,307.17, inclusive of Washington State Sales Tax. Staff and the Architect of Record have performed the necessary bid evaluation and due diligence. Staff recommends awarding the additive bid item as part of this Public Works Contract. Staff has received approval from King County CDBG to proceed with the contract award.

**Alternatives**

Council could choose to not award the additive bid item.

**Financial Impact**

There are sufficient funds available within the project budget to cover the construction costs (Attachment 3).

**Recommendation**

Staff recommends that Council approve the suggested motion.

**Concurrence**

Finance, Legal, Parks, Recreation and Senior Services, and Public Works concur.



## **PUBLIC WORKS CONTRACT between City of Des Moines and**

### **Judha of Lion Landscaping and Services LLC**

THIS CONTRACT is made and entered into by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Judha of Lion Landscaping and Services LLC organized under the laws of the State of Washington, located and doing business at 21811 SE 251<sup>st</sup> Pl, Maple Valley, WA 98038, (206) 307-6967, Nahum Estrada (hereinafter the "Contractor").

#### **CONTRACT**

The parties agree as follows:

#### **I. DESCRIPTION OF WORK.**

Contractor shall perform the services for the City as specifically described in **Exhibit "A" Scope of Work**, attached hereto and incorporated herein by reference.

- a. Contractor 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 such services are performed.
- b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for those items mentioned therein to be furnished by the City.
- c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated.

In addition, the work shall be in conformance with the following documents which are by reference incorporated herein and made part hereof:

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
  - (ii) the American Public Works Association (APWA) (current edition);
  - (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
  - (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
  - (v) the American Water Works Association Standard (AWWA) (current edition), and;
  - (vi) shall perform any changes in the work in accord with the Contract Documents.
- d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):
1. Terms and provisions of the Contract
  2. Addenda,
  3. Proposal Form,
  4. Special Provisions, including APWA General Special Provisions, if they are included,
  5. Contract Plans,
  6. Amendments to the Standard Specifications,
  7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
  8. Contracting Agency's Standard Plans (if any), and
  9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

**II. TIME OF COMPLETION.** The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit "A" attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within **30 Working Days**. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

**III. COMPENSATION.** The City shall pay the Contractor a total amount not to exceed \$152,400.00, plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract per attached Exhibit "A" (**Contract award is for Basic Bid plus the Additive Bid Item**). Total amount of contract, including applicable

sales tax, not to exceed \$167,640.00. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.
- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.
- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

**IV. INDEPENDENT CONTRACTOR.** The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

**V. TERMINATION.** The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this Contract.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Contract.

If the City terminates this Contract for good cause, the Contractor shall not receive any further money due under this Contract until the Contract work is completed. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

**VI. LIQUIDATED DAMAGES.** This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the

work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Contractor declares that it is familiar with liquidated damages provisions, and understands their intent and purpose. By signing this Contract, Contractor further declares that it understands the liquidated damages provision of this contract, that it is a product of negotiation, and that it is a fair estimation of the damage and loss that City will suffer in the event of delay.

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **\$817.30** [*Liquidated Damages = (0.15\*Contract Amount)/Time for Completion*] shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

**VII. PREVAILING WAGES.** Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the

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

**VIII. HOURS OF LABOR.** Contractor shall comply with the "hours of labor" requirements and limitations as set forth in Chapter 49.28 RCW. It shall be the responsibility of Contractor to require all subcontractors to comply with the provisions of Chapter 49.28 RCW and this section of the Contract. The Contractor shall pay all reasonable costs (such as over-time of crews) incurred by the City as a result of work beyond eight (8) hours per day or forty (40) hours per week. Additional hours beyond a forty (40)-hour workweek will be pro-rated against contractual workdays.

**IX. COMPLIANCE WITH WAGE, HOUR, SAFETY, AND HEALTH LAWS.** The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 294 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

**X. DAYS AND TIME OF WORK.** Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 7:00 p.m.

Saturday, Sunday and Holidays: 8:00 a.m. to 5:00 p.m.

**XI. WORKERS' COMPENSATION.** The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workers' Compensation Laws. In jurisdictions not providing complete Workers' Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workers' Compensation Laws.

The Contractor shall make all payments arising from the performance of this Contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage. The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

**XII. CHANGES.** The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within seven (7) calendar days of the date Contractor 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 Contractor'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 Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor 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 Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

The Contractor 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 Contractor 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.

**XIII. CLAIMS.** If the Contractor 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 Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within seven (7) calendar days of the occurrence of the events giving rise to the claims, or within seven (7) calendar days of the date the Contractor 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 Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Contractor'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 Contractor'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 Contractor is asserting a schedule change or disruption.
- B. Records. The Contractor 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 Contractor'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. Contractor'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 Contractor 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 Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

**XIV. LIMITATION OF ACTIONS.** CONTRACTOR 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 CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

**XV. WARRANTY.** Upon acceptance of the contract work, Contractor must provide the City a warranty bond for one year in the amount of the contract value specified in Section III above and in a form acceptable to the City. In the event any defects are found within the first year, the warranty bond shall be extended for an additional year. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

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

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

The City's inspection or acceptance of any of Contractor'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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

**XVIII. INSURANCE.** The Contractor shall procure and maintain for the duration of the Agreement, 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 Contractor, their agents, representatives, employees or subcontractors.

**No Limitation.** Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor 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**

Contractor 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, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

#### **B. Minimum Amounts of Insurance**

Contractor 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 and a \$2,000,000 products-completed operations aggregate limit.

#### **C. Other Insurance Provisions**

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they 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 Contractor's insurance and shall not contribute with it.

#### **D. Acceptability of Insurers**

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

#### **E. Verification of Coverage**

Contractor 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 insurance of the Contractor before commencement of the work.

#### **F. Subcontractors**

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

#### **G. Notice of Cancellation**

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

#### **H. Failure to Maintain Insurance**

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

**XIX. WORK PERFORMED AT CONTRACTOR'S RISK.** Contractor 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 Contractor's own risk, and Contractor 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.

**XX. BOND - SEPARATE PAYMENT AND PERFORMANCE BONDS REQUIRED.** Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish both a performance bond and a payment bond to the City, both in the full amount of the bid with a surety company as surety. The purpose of the bonds is to ensure that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bonds shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company/companies providing such bonds shall agree to be bound to the laws of the State of Washington, and subjected to the jurisdiction of the State of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bonds are supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$150,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bonds, elect to have the City retain 10% of the contract amount for

a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

**XXI. DEBARMENT.** The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

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

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

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days

after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

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

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

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

G. 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.

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

I. 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.

J. 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, then the order of precedence shall be in accordance with Section I c of this Contract.

K. Severability. If any one or more sections, sub-sections, or sentences of this Contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Contract and the remainder shall remain in full force and effect.



# Exhibit "A" -- Scope of Work

## City of Des Moines

### Kiddie and City Parks Project

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#### Descriptions of Work:

##### Kiddie Park:

- Clear, grub and grade for installation of Hot Mix Asphalt path, including off-site disposal of all cleared and grubbed materials
- Install Hot Mix Asphalt path
- Install concrete ADA ramp at street curb
- Install concrete curbing as shown for new playground border. Includes all subgrade preparation and subbase installation
- Install cast in place ADA ramp in new playground area
- Grade and install drainage for new playground area
- Place and install new playground equipment
- Place and install new engineered wood fiber fall protection with geotextile layer at new playground area
- Install new CDGB plaque at to new playground
- Install new 4' chain link fencing
- Place and install 2 new surface mounted benches with concrete pads
- Place and install new ADA picnic table with concrete pad
- Repair, regrade and reseed any disturbed areas adjacent to new construction. Includes any imported topsoil as necessary
- Repair, replace and/or modify existing irrigation system adjacent to new construction

##### City Park:

- Install 3' wide mulch surfaced trail at two locations
- Repair and resurface existing mulch surfaced trail
- Repair and resurface existing foot bridge
- Repair and clean existing bench. Replace existing wood slats with composite slats

#### Project Location:

Kiddie and City Parks  
21<sup>st</sup> Avenue South & South 230<sup>th</sup> Street  
Des Moines, Washington 98198



**PUBLIC WORKS PERFORMANCE BOND  
to City of Des Moines, WA**

Bond No. \_\_\_\_\_

The City of Des Moines, Washington, (City) has awarded to \_\_\_\_\_ (Principal), a contract for the construction of the project designated as \_\_\_\_\_, (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and \_\_\_\_\_ (Surety), a corporation, organized under the laws of the State of \_\_\_\_\_ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Des Moines, in the sum of \_\_\_\_\_ US Dollars (\$ \_\_\_\_\_) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond shall be executed in four (4) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

**PRINCIPAL**

**SURETY**

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Surety Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Name, address, and telephone of local office/agent of Surety Company is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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CITY OF DES MOINES  
 KIDDE AND CITY PARKS IMPROVEMENT PROJECT  
 BID TABULATION  
 SEPTEMBER 19, 2019 @ 11:30 AM

BASIC BID ITEMS

QTY	UNIT	COST ESTIMATE		JUDHA OF LION LANDSCAPING			ROYAL & SONS CONSTRUCTION LLC			W. S. CONTRACTORS LLC			D&D CONSTRUCTION INC.			HARKNESS CONSTRUCTION LLC		
		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	% DIFF.	UNIT PRICE	TOTAL PRICE	% DIFF.	UNIT PRICE	TOTAL PRICE	% DIFF.	UNIT PRICE	TOTAL PRICE	% DIFF.	UNIT PRICE	TOTAL PRICE	% DIFF.
1	LS	\$ 6,050.00	\$ 6,050.00	\$ 2,500.00	\$ 2,500.00	-59%	\$ 8,500.00	\$ 8,500.00	40%	\$ 24,840.00	\$ 24,840.00	311%	\$ 7,150.00	\$ 7,150.00	18%	\$ 44,255.70	\$ 44,255.70	631%
1	LS	\$ 10,290.24	\$ 10,290.24	\$ 15,000.00	\$ 15,000.00	46%	\$ 33,200.00	\$ 33,200.00	223%	\$ 38,500.00	\$ 38,500.00	274%	\$ 46,218.00	\$ 46,218.00	349%	\$ 82,610.64	\$ 82,610.64	703%
3	LS	\$ 2,892.38	\$ 2,892.38	\$ 8,500.00	\$ 8,500.00	195%	\$ 21,000.00	\$ 21,000.00	623%	\$ 11,000.00	\$ 11,000.00	262%	\$ 20,142.00	\$ 20,142.00	589%	\$ 14,751.90	\$ 14,751.90	412%
4	LS	\$ 3,921.60	\$ 3,921.60	\$ 7,000.00	\$ 7,000.00	78%	\$ 12,300.00	\$ 12,300.00	214%	\$ 4,850.00	\$ 4,850.00	25%	\$ 12,088.00	\$ 12,088.00	208%	\$ 14,751.90	\$ 14,751.90	276%
5	LS	\$ 44,036.42	\$ 44,036.42	\$ 66,000.00	\$ 66,000.00	50%	\$ 58,047.00	\$ 58,047.00	32%	\$ 64,800.00	\$ 64,800.00	47%	\$ 76,210.00	\$ 76,210.00	73%	\$ 59,007.60	\$ 59,007.60	34%
6	LS	\$ 7,686.34	\$ 7,686.34	\$ 9,000.00	\$ 9,000.00	17%	\$ 6,000.00	\$ 6,000.00	-22%	\$ 8,100.00	\$ 8,100.00	5%	\$ 10,161.00	\$ 10,161.00	32%	\$ 7,375.95	\$ 7,375.95	-4%
7	LS	\$ 4,117.68	\$ 4,117.68	\$ 2,500.00	\$ 2,500.00	-39%	\$ 11,000.00	\$ 11,000.00	167%	\$ 5,500.00	\$ 5,500.00	34%	\$ 14,636.00	\$ 14,636.00	255%	\$ 7,375.95	\$ 7,375.95	79%
8	LS	\$ 3,602.97	\$ 3,602.97	\$ 18,000.00	\$ 18,000.00	400%	\$ 4,800.00	\$ 4,800.00	33%	\$ 4,960.00	\$ 4,960.00	38%	\$ 5,409.00	\$ 5,409.00	50%	\$ 7,375.95	\$ 7,375.95	105%
9	LS	\$ 686.28	\$ 686.28	\$ 3,500.00	\$ 3,500.00	410%	\$ 4,400.00	\$ 4,400.00	541%	\$ 2,750.00	\$ 2,750.00	901%	\$ 5,200.00	\$ 5,200.00	658%	\$ 7,375.95	\$ 7,375.95	975%
10	LS	\$ 3,990.23	\$ 3,990.23	\$ 1,800.00	\$ 1,800.00	-55%	\$ 18,700.00	\$ 18,700.00	369%	\$ 10,880.00	\$ 10,880.00	173%	\$ 17,468.00	\$ 17,468.00	339%	\$ 4,751.90	\$ 4,751.90	19%
11	LS	\$ 8,119.00	\$ 8,119.00	\$ 2,500.00	\$ 2,500.00	-69%	\$ 7,200.00	\$ 7,200.00	18%	\$ 22,000.00	\$ 22,000.00	280%	\$ 7,400.00	\$ 7,400.00	21%	\$ 7,375.95	\$ 7,375.95	21%
12	LS	\$ 3,195.19	\$ 3,195.19	\$ 900.00	\$ 900.00	-72%	\$ 3,000.00	\$ 3,000.00	-6%	\$ 2,200.00	\$ 2,200.00	-31%	\$ 2,500.00	\$ 2,500.00	-22%	\$ 7,375.95	\$ 7,375.95	131%
13	LS	\$ 637.50	\$ 637.50	\$ 700.00	\$ 700.00	10%	\$ 800.00	\$ 800.00	25%	\$ 550.00	\$ 550.00	-14%	\$ 500.00	\$ 500.00	-22%	\$ 2,850.38	\$ 2,850.38	363%
14	LS	\$ 3,921.60	\$ 3,921.60	\$ 9,500.00	\$ 9,500.00	142%	\$ 10,000.00	\$ 10,000.00	155%	\$ 11,000.00	\$ 11,000.00	160%	\$ 3,610.00	\$ 3,610.00	-8%	\$ 7,375.95	\$ 7,375.95	88%
15	LS	\$ 960.00	\$ 960.00	\$ 1,200.00	\$ 1,200.00	25%	\$ 800.00	\$ 800.00	-17%	\$ 880.00	\$ 880.00	-8%	\$ 3,100.00	\$ 3,100.00	223%	\$ 2,950.38	\$ 2,950.38	207%
<b>SUBTOTAL</b>			\$ 102,097.43		\$ 148,600.00			\$ 199,747.00		\$ 212,920.00		\$ 231,792.00		\$ 231,792.00		\$ 277,662.05		\$ 305,428.20
<b>10.6% WSST</b>			\$ 10,209.74		\$ 14,860.00			\$ 19,974.70		\$ 21,292.00		\$ 23,179.20		\$ 23,179.20		\$ 27,766.21		\$ 30,542.82
<b>TOTAL PROPOSAL COST</b>			\$ 112,307.17		\$ 163,460.00	<b>46%</b>		\$ 219,721.70	<b>96%</b>	\$ 234,212.00	<b>109%</b>	\$ 254,971.20	<b>127%</b>	\$ 254,971.20	<b>127%</b>	\$ 305,428.20	<b>172%</b>	\$ 305,428.20

POSSIBLE ADDITIVE BID ITEM

Design and Build Irrigation System for New Turf Areas

\$3,800.00

\$12,200.00

\$15,000.00

\$25,600.00

\$7,375.95

NOTES:

Indicates the submitted proposal contained a smaller amount  
 Indicates the submitted proposal contained a larger amount

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

**Kiddie Park Play Equipment(City Park Improvements)**

Project # **310.070**

*Summary Project Description:*

Replace play equipment to meet safety and ADA standards. New play equipment will be relocated to a more optimal location on kiddie park. Trail improvements for City Park.

**CIP Category:** Park Facility Projects

**Managing Department:** Parks, Recr. & Sr. Services

**Justification/Benefits:** Kiddie Park was built in 1987. The play equipment is 30 years old and the location is not ADA accessible. It does not meet current safety and ADA requirements. This is a priority in the 2010 and 2016 Parks, Recreation and Senior Services Master Plans.

<b>PROJECT SCOPE</b>			
<i>Expenditures</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
Design	27	2	29
Land & Right of Way	-	-	-
Construction	180	5	185
Contingency	20	(5)	15
<b>Total Expenditures</b>	<b>227</b>	<b>2</b>	<b>229</b>

<b>ANNUAL ALLOCATION</b>							
<i>Project to Date</i>	<i>Scheduled Year</i>	<i>Plan Year</i>					
<b>12/31/18</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
24	5	-	-	-	-	-	-
-	-	-	-	-	-	-	-
-	185	-	-	-	-	-	-
-	-	15	-	-	-	-	-
<b>24</b>	<b>190</b>	<b>15</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<i>Funding Sources</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
REET 2	27	2	29
CDBG (Secured)	200	-	200
<b>Total Funding</b>	<b>227</b>	<b>2</b>	<b>229</b>

<i>Project to Date</i>	<i>Scheduled Year</i>	<i>Plan Year</i>					
<b>12/31/18</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>
24	5	-	-	-	-	-	-
-	-	15	-	-	-	-	-
<b>24</b>	<b>190</b>	<b>15</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

<b>OPERATING IMPACT</b>			
<i>Operating Impact</i>	<i>6 Year Total</i>		
Revenue	-	-	-
Expenses	-	-	-
<b>Net Impact</b>	<b>-</b>	<b>-</b>	<b>-</b>

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

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# AGENDA ITEM

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

SUBJECT: Surplus Property – Vehicles

FOR AGENDA OF: October 17, 2019

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: October 8, 2019

ATTACHMENTS:

- 1. 2019 Surplus Vehicle List

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DJB

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

### Purpose and Recommendation

The purpose of this agenda item is to seek Council authorization to surplus three vehicles and two equipment trailers. Consistent with the adopted 2019 Budget, the Public Works Department recommends that the vehicles and equipment identified in Attachment 1 be declared surplus and disposed of. The following motion will appear on the consent calendar:

### Suggested Motion

**Motion 1:** “I move to accept the 2019 Surplus Vehicle List declaring certain vehicles and equipment identified in Attachment 1 as surplus and authorize disposal of said surplus vehicles and equipment by auction or trade-in.”

**Background**

The adopted 2019 Budget includes the purchase of two new vehicles and one equipment trailer.

**Discussion**

As the new 2019 vehicles arrive, the Ford F-550 dump truck and Ford Transit Van are replacing P-239 and P-238. E-11 is being replaced by an existing fleet vehicle from the Building Department. The two trailers (Eager Beaver and Freeway rollback) are being replaced by one Big Tex universal equipment trailer. Staff anticipates the surplus of these vehicles will be November 2019.

**Alternatives**

Council could decide to revisit the fleet replacements identified in the 2019 Budget.

**Financial Impact**

The adopted 2019 Budget includes sufficient funds to purchase the new vehicles and set them up for fleet service, provided that these vehicles are surplus. Staff estimates the total approximate value at \$28,700 which would be deposited into the vehicle replacement fund.

**Recommendation**

Staff recommends surplus the identified vehicles and asks Council to approve the suggested motion.

**2019 Surplus Vehicle list**

<b>Number</b>	<b>Description</b>	<b>Approximate Value</b>
p-239	2002 FORD F-550 CREW CAB FLATBED DUMP LICENSE#34238D 1FTSW30L94EC42958	\$7000
P-238	2002 GRUMM WALK-IN VAN LICENSE#34240D 5B4KP42RX23346359	\$10000
T-1	1997 EAGER BEAVER 12 TON EQUIPMENT TRAILER LICENCE#24338D 112HAN305VL048319	\$9000
E-11	2005 BLUE FORD TAURUS LICENSE#38330D 1FAHP53265A266008	\$1500
N/A	FREEWAY ROLLBACK CAR TRAILER LICENSE#38259D 49W2018204800138	\$1200

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# AGENDA ITEM

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

SUBJECT:  
Replacement of In-Car "Dashboard" Camera  
Systems

- ATTACHMENTS:
1. WatchGuard Lease Quote
  2. Original Police Department Budget Request

FOR AGENDA OF: October 17, 2019

DEPT. OF ORIGIN: Police

DATE SUBMITTED: October 9, 2019

CLEARANCES:

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

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

- Legal *JG*
- Finance *AW*
- Courts
- Police *ht*

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

**Purpose and Recommendation**

The purpose of this agenda item is to seek City Council approval for the replacement purchase of 18 in-car camera systems for Police Department patrol vehicles. The total request is for **\$117,080.70** with a 5 year lease of \$19,843.35 per year.

It is the staffs' recommendation for Council to approve the authorization of this purchase to replace our failing in-car camera systems. This will fund the replacement of the nearly 18 year-old cameras already installed and in use. Police agencies that deploy camera systems that are not reliable can be caught in difficult legal and public battles that may undermine public trust rather than community support. A new system would provide a more reliable clear video capture, while allowing viewing of videos remotely, as there have been great advancements in video technology over the past decade.

### Suggested Motion

**Motion 1:** “I move to approve the replacement purchase of police in-car cameras at the cost of \$117,080.70 with the 5-year lease of \$19,843.35. per year”

#### Background

The cameras were originally installed in 2001 and have received very little to no upgrades. During this time, there have been technological advancements in video and audio recordings, as well as data storage and shareability. This will increase transparency, provide unbiased video evidence, reduce Police department liability and improve both officer and citizen safety.

#### Discussion

An agency that deploys in-car cameras is making a statement that actions of its officer are a matter of public records. Those recordings must be as accurate of an account as possible. The reviews of such recordings have become common place in law enforcement, by the media, defense, prosecution, and the community. They deserve and are expecting accurate accounts.

One of the biggest challenges we have faced with the in-car camera system has been the battery longevity of the camera microphones. Officers are working increasingly longer shifts and require their in-car camera microphones batteries to last the duration of their 12-hour shift or longer. The selected vendor (WatchGuard), not only had the lowest proposal cost of the systems, but also has an industry-leading battery life in their microphone systems, with a 30 hour talk time.

The overall care, maintenance, and repair of the old system has place a great demand on our IT department, as these system are software based and dependent. The manner in which the recordings are now stored requires a great amount of staff time to access. Additionally, recordings have left our agency open to the question of transparency when footage doesn't fully capture audio or video and is not immediately accessible. The deployment of our in-car camera systems must not be done carelessly as there is legitimate public interest in seeing camera footage. New technology allows for high definition footage and superb sound. Additionally, technology has permitted for the ease of viewing such recordings remotely, instead of viewing on a designated computer or the required downloading to a mass storage device.

#### Alternatives

Council can decide not to approve funding to replace the existing cameras. Staff does not believe this option would be viable as the old system creates a great amount of staff resources and time for maintenance, there's inefficient sharing of recorded files, and ultimately leaves the agency with partial to no recordings of police encounters.

**Financial Impact**

In-car cameras provide many benefits to the agency, however, they do come at a considerable financial cost. The cost amount of \$117,080.70 is the total cost of the in-car camera hardware to replace the existing systems. The cost to fighting lawsuits and complaints against officers can greatly exceed this cost, but could be resolved, and have been resolved, by viewing what actually occurred. In addition to quicker resolutions of complaints, additional cost saving can come at the early settling of cases capture on camera, such as a police pursuit or DUI investigation, thus impacting the overall cost of other city departments.

Three other vendors provided estimates for new in-car cameras, which were \$123,106.60, \$133,884.00, and \$225,543. Some of the vendors required on-going cloud storage costs, whereas WatchGuard provides an on-premise storage on a server, as well as cloud-sharing from multiple devices, such as phones and remote desktops.

**Recommendation**

In-car cameras are utilized for evidence collection, the strengthening of officer performance and accountability, enhancement of transparency, documenting encounters between police and the public, and to investigate and resolve complaints. This tool has been thoughtfully deployed by the police department for nearly two decades within the constitutional law, with current training, policies and best practices, but has lacked on-going management, maintenance and replacement to current standards of today.

**References**

*The Final Report of the The President's Task Force of 21<sup>st</sup> Century Policing*. May, 2015

*Implementing a Body-Worn Camera Program, Recommendations and Lessons Learned*, US Department of Justice and Police Executive Research Forum, 2014

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Financing Administered by Government Capital Corporation

September 25, 2019

**City of Des Moines**  
21630 11th Avenue S, Suite A  
Des Moines, WA 98198

RE: 4RE in-car video systems

Thank you for the opportunity to present proposed financing. I am submitting for your review the following proposed structure:

LENDER	Government Capital Corporation
ISSUER	City of Des Moines, Iowa
FINANCING STRUCTURE	Tax Exempt Financing
<b>PROJECT COST</b>	<b>\$ 117,080.70</b>
TERM	5 Years
INTEREST COST ( <i>fixed</i> )	3.85%
PAYMENT AMOUNT	\$ 19,843.36
PAYMENTS BEGINNING	One year from signing and Annually thereafter

The above proposal is subject to audit analysis and mutually acceptable documentation and assumes this to be a bank qualified transaction. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

*Stephanie Cates*

Stephanie Cates  
Vice President  
Office 817-421-5400  
[stephanie.cates@govcap.com](mailto:stephanie.cates@govcap.com)  
CC Joshua Rosser

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# DES MOINES POLICE DEPARTMENT

*"Professionalism, Pride, Teamwork, Excellence, Quality Service, Commitment"*

## MEMORANDUM

**DATE:** June 14, 2019

**TO:** Beth Ann Wroe

**FROM:** Ken Thomas  
Chief

**SUBJECT:** New Budget Requests - Police

- 
- **In Car Cameras** – One-time capital project funding to replace 17-18 year old in-car camera systems in each of 18 patrol cars. This will increase transparency, provide unbiased video evidence, reduce Police Department liability and to improve both officer and citizen safety. **Total Request - \$140,000 onetime start-up cost (or lease to own over 5 years at \$28,000 per year). Plus \$2,700 a year for continuous cloud storage**
  - **Drone Pilot Program**- Purchase of 5 Drones, licenses and training included. This will help record onsite investigations, provide bird's eye view of active scenes, monitor crime scenes, and aid in officer and citizen safety. **Total Request - \$12,000**
  - **Evidence Storage Container**- Purchase a secure evidence storage container to replace the old leaking unit and provide additional evidence storage. **Total Request- \$6,000**
  - **Onsite Training**- Provide onsite instructors to provide officer and staff training at a reduced cost from sending individuals one at a time to off-site training. **Total Request-\$15,000**
  - **Radar**- Begin replacement of 5 out of 10 outdated units that are 14 to 16 years old and are failing rapidly and replacement of one moving radar for the traffic patrol car. This is aimed to provide accuracy for officers running radar. New units allow for mobile patrol (GPS) while tracking vehicle speeds. **Total Request-\$10,000**

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# AGENDA ITEM

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

SUBJECT: Public Hearing:  
2020 Preliminary Annual Budget

FOR AGENDA OF: October 17, 2019

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: October 10, 2019

ATTACHMENTS:

- 1. Draft Ordinance No. 19-107
- 2. Appendix A

CLEARANCES:

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

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

- Legal *JG*
- Finance *Baw*
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

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

### Purpose and Recommendation

The purpose of this agenda item is to:

- Present to the City Council the 2020 Preliminary Annual Budget for review and consideration, and;
- To hold a preliminary public hearing on the 2020 Preliminary Annual Budget, and;
- To consider for first reading the Draft Ordinance No. 19-107 – adopting the final annual budget for the City of Des Moines, Washington for the fiscal year December 31, 2020.

The attached Draft Ordinance Appendix A presents the budget summary of sources and uses by funds to be adopted as the final budget by City Council later in the year.

### Suggested Motion

**Motion 1:** “I move to pass Draft Ordinance No. 19-107 to a second reading on November 14, 2019 for further City Council consideration and approval.”

**Background**

According to state law the 2020 Preliminary Annual Budget will be presented to City Council on October 17, 2019 and will be made available to the public on October 18, 2019.

Budget adoption requires two public hearings. The first public hearing is scheduled for October 17, 2019 and the final public hearing is scheduled for November 14, 2019. Notice of these public hearings were provided to the public on October 2, 2019 and October 9, 2019

**Recommendation**

Staff recommends that the City Council authorize the second reading of Draft Ordinance No. 19-107 on November 14, 2019 for further City Council consideration and approval.

**CITY ATTORNEY'S FIRST DRAFT 10/10/2019****DRAFT ORDINANCE NO. 19-107**

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON** adopting the final annual budget for the City of Des Moines, Washington, for the fiscal year ending December 31, 2020, in summary form, ratifying and confirming revenues and expenditures previously implemented for fiscal year 2019, as such revenues and expenditures form the basis for development of the budget for fiscal year 2020, approving revenues and expenditures for fiscal year 2020, and temporarily suspending the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2019 budget might be inconsistent.

**WHEREAS**, the City Manager for the City of Des Moines has prepared and submitted the preliminary annual budget for the fiscal year ending December 31, 2020 to the City Council and has filed these budgets with the City Clerk, and

**WHEREAS**, the City Council finds that the City Manager's proposed budget for fiscal year 2020 reflects revenues and expenditures that are intended to ensure provision of vital municipal services at acceptable levels, and

**WHEREAS**, the City Council finds that the City Manager's proposed annual budget for fiscal year 2020 appropriately relies upon anticipated year-end balances derived from revenues and expenditures previously approved and authorized by the City Council as part of the City's budget for fiscal year 2019, and

**WHEREAS**, the City Council finds that the fund adjustments and transfers proposed by the City Manager for fiscal year 2019 are necessary and in the public's interest, and

**WHEREAS**, by motion regularly passed, the Des Moines City Council scheduled the preliminary public hearing for October 17, 2019, to take public comment with respect to the proposed 2020 annual budget, and

**WHEREAS**, notice of the public hearing was given to the public in accordance with law and the preliminary public hearing was held on the 17th day of October, 2019, and all persons wishing to be heard were heard; now therefore,

Ordinance No. \_\_\_\_\_  
Page 2 of 4

WHEREAS, by motion regularly passed, the Des Moines City Council scheduled the final public hearing for November 14, 2019, to take public comment with respect to the proposed 2020 annual budget, and

WHEREAS, notice of the public hearing was given to the public in accordance with law and the final public hearing was held on the 14<sup>th</sup> day of November, 2019, and all persons wishing to be heard were heard; now therefore,

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

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

**Sec. 2.** Based on the findings adopted herein, the City Council temporarily suspends the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2020 budget might be inconsistent.

**Sec. 3.** The fund adjustments and transfers proposed by the City Manager for fiscal year 2019 which are incorporated in the preliminary budget for fiscal year 2020, are hereby authorized and approved by the City Council.

**Sec. 4.** Because the City's operating and capital budgets for fiscal year 2020 rely upon anticipated year-end fund balances or shortages derived from revenues collected and expenditures incurred in fiscal year 2019, the City Council hereby ratifies and confirms all revenues, from whatever source derived, and expenditures incurred by the City to the extent such revenues and expenditures are in accordance with the City's budget for fiscal year 2019 or any subsequent budget amendments formally approved by the City Council.

**Sec. 5.** The City Council hereby adopts, affirms and approves any and all revenues, from whatever source derived, and expenditures as referenced in the attached operating and capital budgets for fiscal year 2020.

**Sec. 6.** The final annual operating budget for the City of Des Moines' fiscal year 2020 is hereby adopted and approved in

Ordinance No. \_\_\_\_\_  
Page 3 of 4

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

**Sec 7. Severability - Construction.**

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

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

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

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

**PASSED BY** the City Council of the City of Des Moines this 14th day of November, 2019 and signed in authentication thereof this 14th day of November, 2019.

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

APPROVED AS TO FORM:

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

ATTEST:

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

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

**DRAFT ORDINANCE NO. 19-107 - APPENDIX A  
SUMMARY OF SOURCES AND USES**

Funds	Estimated Beginning Fund			Estimated Ending Fund			
	Balance	Revenue	Total Sources	Expenditure	Balance	Total Uses	
General Fund	\$ 4,543,050	\$ 26,126,977	\$ 30,670,027	\$ 26,170,024	\$ 4,500,003	\$ 30,670,027	
Special Revenue	Streets	719,523	1,716,874	2,436,397	1,830,434	605,963	2,436,397
	Street Pavement	1,192,331	1,099,158	2,291,489	925,000	1,366,489	2,291,489
	Development	3,810,472	2,893,023	6,703,495	2,974,744	3,728,751	6,703,495
	Police Drug Seizure	22,440	1,250	23,690	1,000	22,690	23,690
	Hotel-Motel Tax	31,976	113,700	145,676	113,300	32,376	145,676
	Redondo Zone	34,146	92,850	126,996	82,762	44,234	126,996
	Waterfront Zone	164,931	199,600	364,531	133,339	231,192	364,531
	PBPW Automation Fee	353,908	129,000	482,908	107,300	375,608	482,908
	Urban Forestry	-	5,000	5,000	5,000	-	5,000
	Abatement	48,182	5,500	53,682	200	53,482	53,682
	Automated Speed Enforce (ASE)	334,317	267,800	602,117	482,000	120,117	602,117
	Transportation Benefit District	209,905	-	209,905	-	209,905	209,905
<b>Total Special Revenue Funds</b>	<b>6,922,131</b>	<b>6,523,755</b>	<b>13,445,886</b>	<b>6,655,079</b>	<b>6,790,807</b>	<b>13,445,886</b>	
Debt Service	REET 1 Debt Service	21,525	19,153	40,678	18,346	22,332	40,678
	REET 2 Debt Service	73,744	247,398	321,142	250,585	70,557	321,142
	2018 LTGO Debt Service	1,902	229,650	231,552	228,900	2,652	231,552
	<b>Total Debt Service Funds</b>	<b>97,171</b>	<b>496,201</b>	<b>593,372</b>	<b>497,831</b>	<b>95,541</b>	<b>593,372</b>
Capital Project	REET 1	2,109,961	659,000	2,768,961	2,111,004	657,957	2,768,961
	REET 2	1,053,001	645,000	1,698,001	1,333,398	364,603	1,698,001
	Park Levy	3,610	183,000	186,610	14,000	172,610	186,610
	Park In Lieu	198,861	362,840	561,701	500,000	61,701	561,701
	One Time Sales Tax	2,019,828	547,500	2,567,328	1,875,000	692,328	2,567,328
	Municipal Capital Improvement	3,123,911	8,206,000	11,329,911	7,337,000	3,992,911	11,329,911
	Transportation Capital Improvement	1,716,617	1,701,000	3,417,617	2,303,000	1,114,617	3,417,617
	Traffic In Lieu	435,607	787,000	1,222,607	-	1,222,607	1,222,607
	Traffic Impact - City-wide	212,467	1,032,500	1,244,967	319,000	925,967	1,244,967
	Traffic Impact - Pacific Ridge	583,860	1,500	585,360	-	585,360	585,360
<b>Total Capital Project Funds</b>	<b>11,457,723</b>	<b>14,125,340</b>	<b>25,583,063</b>	<b>15,792,402</b>	<b>9,790,661</b>	<b>25,583,063</b>	
Enterprise	Marina	3,506,403	6,322,287	9,828,690	6,250,652	3,578,038	9,828,690
	Surface Water Management	3,896,107	6,952,373	10,848,480	8,592,652	2,255,828	10,848,480
	<b>Total Enterprise Funds</b>	<b>7,402,510</b>	<b>13,274,660</b>	<b>20,677,170</b>	<b>14,843,304</b>	<b>5,833,866</b>	<b>20,677,170</b>
Internal Service	Equipment Rental Operations	298,503	542,367	840,870	609,269	231,601	840,870
	Equipment Rental Replacement	4,195,758	668,657	4,864,415	261,950	4,602,465	4,864,415
	Facility Repair & Replacement	480,289	157,224	637,513	179,000	458,513	637,513
	Computer Replacement	1,316,576	231,187	1,547,763	363,975	1,183,788	1,547,763
	Self Insurance	695,130	760,272	1,455,402	707,048	748,354	1,455,402
	Unemployment Insurance	523,929	49,173	573,102	30,000	543,102	573,102
	<b>Total Internal Service Funds</b>	<b>7,510,185</b>	<b>2,408,880</b>	<b>9,919,065</b>	<b>2,151,242</b>	<b>7,767,823</b>	<b>9,919,065</b>
<b>Total Budget - All Funds</b>	<b>\$ 37,932,770</b>	<b>\$ 62,955,813</b>	<b>\$ 100,888,583</b>	<b>\$ 66,109,882</b>	<b>\$ 34,778,701</b>	<b>\$ 100,888,583</b>	

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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: Adoption of City Council Draft Resolution 19-102 Opposing Initiative-976 on the November 5, 2019 General Election Ballot.

FOR AGENDA OF: October 17, 2019

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: October 8, 2019

**ATTACHMENTS:**

- 1. Draft Resolution 19-102
- 2. Initiative 976

**CLEARANCES:**

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

CHIEF OPERATIONS OFFICER: DSB

- Legal *TG*
- Finance *BAW*
- Courts NA
- Police NA

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

**Purpose and Recommendation**

The purpose of this agenda item is to request City Council adoption of Resolution 19-102 (Attachment 1) opposing Initiative-976 on the November 5, 2019 General Election Ballot.

**Suggested Motion**

**Motion:** "I move to adopt Draft Resolution 19-102, opposing Initiative-976 on the November 5, 2019, General Election Ballot."

### **Background**

On March 19, 2018, a state-wide initiative to repeal, reduce, or remove authority to impose certain vehicles taxes and fees, limit annual motor-vehicle-license fees to \$30, (except voter-approved charges); and base vehicle taxes on Kelley Blue Book value was filed with the Washington State Secretary of State. The Secretary of State declared that enough valid signatures were submitted for the initiative and that the measure was certified to the legislature on January 15, 2019. The Washington State Legislature adjourned earlier this year without acting on Initiative-976 (I-976), thereby certifying it for the general election ballot on November 5, 2019.

The City of Des Moines currently imposes a \$40 vehicle license fee (VLF) per year on all vehicles registered in Des Moines under the Transportation Benefit District (TBD). The initial \$20 vehicles license fee for arterial maintenance was enacted in 2009, and the second \$20 to support arterial paving was enacted in 2015. At the time of enactment, the initial \$20 VLF was anticipated to generate approximately \$420,000 annually. The second \$20 was anticipated to generate an additional \$424,000 annually. The second \$20 VLF has helped fund the City's Arterial Pavement Overlay Program. A total of approximately \$944,000 is generated annually in VLF in Des Moines with the TBD.

### **Discussion**

If passed by the voters in the general election on November 5, 2019, I-976 would significantly disrupt funding of roadway preservation projects and reduce funds for new transportation projects in the City as well as regionally. Proposed Draft Resolution 19-102 (Attachment 1) declares the City Council opposition to I-976 concerning motor vehicle taxes and fees.

In addition to the annually collected TBD fees, the City could potentially see future projects at risk that the City relies on grant funding through the State's Safe Route to School Program, Sound Transit ST3 – Access Funds, and the Transportation Improvement Board (TIB).

In order to consider a resolution in support of or opposition to a ballot measure, the City Council must provide equal time to individuals speaking in favor of or in opposition to the ballot measure. The October 17, 2019 Council meeting will provide for this public comment requirement.

### **Alternatives**

Council could choose to adopt the draft resolution as proposed.  
 Council could choose to not to adopt the draft resolution.  
 Council could choose to adopt an amended draft resolution.

### **Financial Impact**

Passage of I-976 would reverse the City Council actions that implemented a \$20 VLF in 2009 and the \$20 VLF in 2015 that currently funds arterial maintenance and preservation. In 2019, in total, the VLFs are estimated to generate approximately \$944,000. A similar amount of annual revenue from the total \$40 VLF would continue into the future.

### **Recommendation**

Staff recommends that Council approve the suggested motion.

### **Concurrence**

Finance, Legal, and Public Works concur.

**CITY ATTORNEY'S FIRST DRAFT 10/08/2019****DRAFT RESOLUTION NO. 19-102**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON**, opposing Initiative Measure No. 976, an initiative seeking to repeal authority to impose certain vehicle taxes, change vehicle valuation laws, and limit motor vehicle license fees to \$30.00.

**WHEREAS**, as provided in chapter 36.73 RCW, the City formed a city-wide transportation benefit district (TBD) in 2009 and imposed a \$20.00 vehicle license fee for arterial roadway maintenance, and

**WHEREAS**, with the adoption of Ordinance No. 1634, the City increased the vehicle license fee by \$20.00, to \$40.00, to support pavement overlays of the City's arterial roadway network, and

**WHEREAS**, Initiative No. 976 was filed with the Washington State Legislature which did not act on the Initiative during the 2019 legislative session and, therefore, pursuant to RCW 29A.72.260, the Initiative will be presented to Washington state voters at the November 2019 General Election, and

**WHEREAS**, if passed by the voters in the November 2019 General Election, the Initiative would eliminate the TBD's authority to impose vehicle license fees and repeal the vehicle license fees already imposed by the City, resulting in a funding loss of approximately \$944,000 annually, and

**WHEREAS**, RCW 42.17A.555 permits the City Council to oppose a ballot proposition at an open public meeting so long as notice of the meeting includes the title and number of the ballot proposition and those expressing an opposing view are afforded an approximately equal opportunity to express an opinion; now therefore,

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

**Sec. 1. Statement in Opposition to Initiative No. 976.** The Des Moines City Council hereby expresses its opposition to Initiative No.976 and encourages the citizens of Des Moines to reject Initiative No. 976, a measure repealing or removing authority to impose certain vehicle taxes and fees, including charges funding mass transit or regional transportation; change vehicle valuation laws; and limit motor vehicle license fees to

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

\$30, except voter-approved changes; at the November 2019 General Election.

**Sec. 2.** This Resolution shall take effect and be in full force immediately upon passage by the City Council.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2019 and signed in authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
City Clerk/Communications Director

1 AN ACT Relating to limiting state and local taxes, fees, and  
2 other charges relating to vehicles; amending RCW 46.17.350,  
3 46.17.355, 46.17.323, 82.08.020, 82.44.065, 81.104.140, and  
4 81.104.160; adding a new section to chapter 46.17 RCW; adding a new  
5 section to chapter 82.44 RCW; adding a new section to chapter 81.112  
6 RCW; creating new sections; repealing RCW 46.17.365, 46.68.415,  
7 82.80.130, 82.80.140, 82.44.035, and 81.104.160; and providing an  
8 effective date.

9 BE IT ENACTED BY THE PEOPLE OF THE STATE OF WASHINGTON:

10 **BRING BACK OUR \$30 CAR TABS**  
11 **POLICIES AND PURPOSES**

12 NEW SECTION. **Sec. 1.** Voters have repeatedly approved  
13 initiatives limiting vehicle costs, yet politicians keep ignoring the  
14 voters' repeated, unambiguous mandate by imposing higher and higher  
15 vehicle taxes and fees. It's not fair and it must stop. Without this  
16 follow-up ballot measure, vehicle costs will continue to skyrocket  
17 until vehicle charges are obscenely expensive, as they were prior to  
18 Initiative 695. This measure and each of its provisions limit state  
19 and local taxes, fees, and other charges relating to motor vehicles.  
20 This measure would limit annual motor vehicle license fees to \$30,

1 except voter-approved charges, repeal and remove authority to impose  
2 certain vehicle taxes and charges; and base vehicle taxes on Kelley  
3 Blue Book rather than the dishonest, inaccurate, and artificially  
4 inflated manufacturer's suggested retail price (MRSP). Voters have  
5 repeatedly approved initiatives limiting vehicle costs. Politicians  
6 must learn to listen to the people.

7 **LIMITING ANNUAL MOTOR-VEHICLE-LICENSE FEES TO \$30,**  
8 **EXCEPT VOTER-APPROVED CHARGES**

9 NEW SECTION. **Sec. 2.** A new section is added to chapter 46.17  
10 RCW to read as follows:

11 (1) State and local motor vehicle license fees may not exceed  
12 \$30 per year for motor vehicles, regardless of year, value, make, or  
13 model.

14 (2) For the purposes of this section, "state and local motor  
15 vehicle license fees" means the general license tab fees paid  
16 annually for licensing motor vehicles, including but not limited to  
17 cars, sport utility vehicles, light trucks under RCW 46.17.355,  
18 motorcycles, and motor homes, and do not include charges approved by  
19 voters after the effective date of this section. This annual fee must  
20 be paid and collected annually and is due at the time of initial and  
21 renewal vehicle registration.

22 **Sec. 3.** RCW 46.17.350 and 2014 c 30 s 2 are each amended to read  
23 as follows:

24 (1) Before accepting an application for a vehicle registration,  
25 the department, county auditor or other agent, or subagent appointed  
26 by the director shall require the applicant, unless specifically  
27 exempt, to pay the following vehicle license fee by vehicle type:

VEHICLE TYPE	INITIAL FEE	RENEWAL FEE	DISTRIBUTED UNDER
(a) Auto stage, six seats or less	\$ 30.00	\$ 30.00	RCW 46.68.030
(b) Camper	\$ 4.90	\$ 3.50	RCW 46.68.030
(c) Commercial trailer	\$ ((34.00))	\$ 30.00	RCW 46.68.035
	<u>30.00</u>		

1	(d) For hire vehicle, six	\$ 30.00	\$ 30.00	RCW 46.68.030
2	seats or less			
3	(e) Mobile home (if	\$ 30.00	\$ 30.00	RCW 46.68.030
4	registered)			
5	(f) Moped	\$ 30.00	\$ 30.00	RCW 46.68.030
6	(g) Motor home	\$ 30.00	\$ 30.00	RCW 46.68.030
7	(h) Motorcycle	\$ 30.00	\$ 30.00	RCW 46.68.030
8	(i) Off-road vehicle	\$ 18.00	\$ 18.00	RCW 46.68.045
9	(j) Passenger car	\$ 30.00	\$ 30.00	RCW 46.68.030
10	(k) Private use single-axle	\$ 15.00	\$ 15.00	RCW 46.68.035
11	trailer			
12	(l) Snowmobile	<del>\$ ((50.00))</del>	<del>\$ ((50.00))</del>	RCW 46.68.350
13		<u>30.00</u>	<u>30.00</u>	
14	(m) Snowmobile, vintage	\$ 12.00	\$ 12.00	RCW 46.68.350
15	(n) Sport utility vehicle	\$ 30.00	\$ 30.00	RCW 46.68.030
16	(o) Tow truck	\$ 30.00	\$ 30.00	RCW 46.68.030
17	(p) Trailer, over 2000	\$ 30.00	\$ 30.00	RCW 46.68.030
18	pounds			
19	(q) Travel trailer	\$ 30.00	\$ 30.00	RCW 46.68.030
20	(r) Wheeled all-terrain	\$ 12.00	\$ 12.00	RCW 46.09.540
21	vehicle, on-road use			
22	(s) Wheeled all-terrain	\$ 18.00	\$ 18.00	RCW 46.09.510
23	vehicle, off-road use			

24 (2) The vehicle license fee required in subsection (1) of this  
 25 section is in addition to the filing fee required under RCW  
 26 46.17.005, and any other fee or tax required by law.

27 **Sec. 4.** RCW 46.17.355 and 2015 3rd sp.s. c 44 s 201 are each  
 28 amended to read as follows:

29 (1) (a) For vehicle registrations that are due or become due  
 30 before July 1, 2016, in lieu of the vehicle license fee required  
 31 under RCW 46.17.350 and before accepting an application for a vehicle  
 32 registration for motor vehicles described in RCW 46.16A.455, the  
 33 department, county auditor or other agent, or subagent appointed by  
 34 the director shall require the applicant, unless specifically exempt,  
 35 to pay the following license fee by weight:

	WEIGHT	SCHEDULE	SCHEDULE
		A	B
1			
2			
3	4,000 pounds	\$ 38.00	\$ 38.00
4	6,000 pounds	\$ 48.00	\$ 48.00
5	8,000 pounds	\$ 58.00	\$ 58.00
6	10,000 pounds	\$ 60.00	\$ 60.00
7	12,000 pounds	\$ 77.00	\$ 77.00
8	14,000 pounds	\$ 88.00	\$ 88.00
9	16,000 pounds	\$ 100.00	\$ 100.00
10	18,000 pounds	\$ 152.00	\$ 152.00
11	20,000 pounds	\$ 169.00	\$ 169.00
12	22,000 pounds	\$ 183.00	\$ 183.00
13	24,000 pounds	\$ 198.00	\$ 198.00
14	26,000 pounds	\$ 209.00	\$ 209.00
15	28,000 pounds	\$ 247.00	\$ 247.00
16	30,000 pounds	\$ 285.00	\$ 285.00
17	32,000 pounds	\$ 344.00	\$ 344.00
18	34,000 pounds	\$ 366.00	\$ 366.00
19	36,000 pounds	\$ 397.00	\$ 397.00
20	38,000 pounds	\$ 436.00	\$ 436.00
21	40,000 pounds	\$ 499.00	\$ 499.00
22	42,000 pounds	\$ 519.00	\$ 609.00
23	44,000 pounds	\$ 530.00	\$ 620.00
24	46,000 pounds	\$ 570.00	\$ 660.00
25	48,000 pounds	\$ 594.00	\$ 684.00
26	50,000 pounds	\$ 645.00	\$ 735.00
27	52,000 pounds	\$ 678.00	\$ 768.00
28	54,000 pounds	\$ 732.00	\$ 822.00
29	56,000 pounds	\$ 773.00	\$ 863.00
30	58,000 pounds	\$ 804.00	\$ 894.00
31	60,000 pounds	\$ 857.00	\$ 947.00
32	62,000 pounds	\$ 919.00	\$ 1,009.00
33	64,000 pounds	\$ 939.00	\$ 1,029.00

1	66,000 pounds	\$ 1,046.00	\$ 1,136.00
2	68,000 pounds	\$ 1,091.00	\$ 1,181.00
3	70,000 pounds	\$ 1,175.00	\$ 1,265.00
4	72,000 pounds	\$ 1,257.00	\$ 1,347.00
5	74,000 pounds	\$ 1,366.00	\$ 1,456.00
6	76,000 pounds	\$ 1,476.00	\$ 1,566.00
7	78,000 pounds	\$ 1,612.00	\$ 1,702.00
8	80,000 pounds	\$ 1,740.00	\$ 1,830.00
9	82,000 pounds	\$ 1,861.00	\$ 1,951.00
10	84,000 pounds	\$ 1,981.00	\$ 2,071.00
11	86,000 pounds	\$ 2,102.00	\$ 2,192.00
12	88,000 pounds	\$ 2,223.00	\$ 2,313.00
13	90,000 pounds	\$ 2,344.00	\$ 2,434.00
14	92,000 pounds	\$ 2,464.00	\$ 2,554.00
15	94,000 pounds	\$ 2,585.00	\$ 2,675.00
16	96,000 pounds	\$ 2,706.00	\$ 2,796.00
17	98,000 pounds	\$ 2,827.00	\$ 2,917.00
18	100,000 pounds	\$ 2,947.00	\$ 3,037.00
19	102,000 pounds	\$ 3,068.00	\$ 3,158.00
20	104,000 pounds	\$ 3,189.00	\$ 3,279.00
21	105,500 pounds	\$ 3,310.00	\$ 3,400.00

22 (b) For vehicle registrations that are due or become due on or  
 23 after July 1, 2016, in lieu of the vehicle license fee required under  
 24 RCW 46.17.350 and before accepting an application for a vehicle  
 25 registration for motor vehicles described in RCW 46.16A.455, the  
 26 department, county auditor or other agent, or subagent appointed by  
 27 the director shall require the applicant, unless specifically exempt,  
 28 to pay the following license fee by gross weight:

29	WEIGHT	SCHEDULE	SCHEDULE
30		A	B
31	4,000 pounds	\$ ((53.00))	\$ ((53.00))
32		<u>30.00</u>	<u>30.00</u>
33	6,000 pounds	\$ ((73.00))	\$ ((73.00))
34		<u>30.00</u>	<u>30.00</u>

1	8,000 pounds	\$ ((93.00))	\$ ((93.00))
2		<u>30.00</u>	<u>30.00</u>
3	10,000 pounds	\$ ((93.00))	\$ ((93.00))
4		<u>30.00</u>	<u>30.00</u>
5	12,000 pounds	\$ 81.00	\$ 81.00
6	14,000 pounds	\$ 88.00	\$ 88.00
7	16,000 pounds	\$ 100.00	\$ 100.00
8	18,000 pounds	\$ 152.00	\$ 152.00
9	20,000 pounds	\$ 169.00	\$ 169.00
10	22,000 pounds	\$ 183.00	\$ 183.00
11	24,000 pounds	\$ 198.00	\$ 198.00
12	26,000 pounds	\$ 209.00	\$ 209.00
13	28,000 pounds	\$ 247.00	\$ 247.00
14	30,000 pounds	\$ 285.00	\$ 285.00
15	32,000 pounds	\$ 344.00	\$ 344.00
16	34,000 pounds	\$ 366.00	\$ 366.00
17	36,000 pounds	\$ 397.00	\$ 397.00
18	38,000 pounds	\$ 436.00	\$ 436.00
19	40,000 pounds	\$ 499.00	\$ 499.00
20	42,000 pounds	\$ 519.00	\$ 609.00
21	44,000 pounds	\$ 530.00	\$ 620.00
22	46,000 pounds	\$ 570.00	\$ 660.00
23	48,000 pounds	\$ 594.00	\$ 684.00
24	50,000 pounds	\$ 645.00	\$ 735.00
25	52,000 pounds	\$ 678.00	\$ 768.00
26	54,000 pounds	\$ 732.00	\$ 822.00
27	56,000 pounds	\$ 773.00	\$ 863.00
28	58,000 pounds	\$ 804.00	\$ 894.00
29	60,000 pounds	\$ 857.00	\$ 947.00
30	62,000 pounds	\$ 919.00	\$ 1,009.00
31	64,000 pounds	\$ 939.00	\$ 1,029.00
32	66,000 pounds	\$ 1,046.00	\$ 1,136.00
33	68,000 pounds	\$ 1,091.00	\$ 1,181.00

1	70,000 pounds	\$ 1,175.00	\$ 1,265.00
2	72,000 pounds	\$ 1,257.00	\$ 1,347.00
3	74,000 pounds	\$ 1,366.00	\$ 1,456.00
4	76,000 pounds	\$ 1,476.00	\$ 1,566.00
5	78,000 pounds	\$ 1,612.00	\$ 1,702.00
6	80,000 pounds	\$ 1,740.00	\$ 1,830.00
7	82,000 pounds	\$ 1,861.00	\$ 1,951.00
8	84,000 pounds	\$ 1,981.00	\$ 2,071.00
9	86,000 pounds	\$ 2,102.00	\$ 2,192.00
10	88,000 pounds	\$ 2,223.00	\$ 2,313.00
11	90,000 pounds	\$ 2,344.00	\$ 2,434.00
12	92,000 pounds	\$ 2,464.00	\$ 2,554.00
13	94,000 pounds	\$ 2,585.00	\$ 2,675.00
14	96,000 pounds	\$ 2,706.00	\$ 2,796.00
15	98,000 pounds	\$ 2,827.00	\$ 2,917.00
16	100,000 pounds	\$ 2,947.00	\$ 3,037.00
17	102,000 pounds	\$ 3,068.00	\$ 3,158.00
18	104,000 pounds	\$ 3,189.00	\$ 3,279.00
19	105,500 pounds	\$ 3,310.00	\$ 3,400.00

20 (2) Schedule A applies to vehicles either used exclusively for  
 21 hauling logs or that do not tow trailers. Schedule B applies to  
 22 vehicles that tow trailers and are not covered under Schedule A.

23 (3) If the resultant gross weight is not listed in the table  
 24 provided in subsection (1) of this section, it must be increased to  
 25 the next higher weight.

26 (4) The license fees provided in subsection (1) of this section  
 27 and the freight project fee provided in subsection ~~((+6+))~~ (7) of  
 28 this section are in addition to the filing fee required under RCW  
 29 46.17.005 and any other fee or tax required by law.

30 (5) The license fees provided in subsection (1) of this section  
 31 for light trucks weighing 10,000 pounds or less are limited to \$30.

32 (6) The license fee based on declared gross weight as provided in  
 33 subsection (1) of this section must be distributed under RCW  
 34 46.68.035.

1 ((+6+)) (7) For vehicle registrations that are due or become due  
2 on or after July 1, 2016, in addition to the license fee based on  
3 declared gross weight as provided in subsection (1) of this section,  
4 the department, county auditor or other agent, or subagent appointed  
5 by the director must require an applicant with a vehicle with a  
6 declared gross weight of more than 10,000 pounds, unless specifically  
7 exempt, to pay a freight project fee equal to fifteen percent of the  
8 license fee provided in subsection (1) of this section, rounded to  
9 the nearest whole dollar, which must be distributed under RCW  
10 46.68.035.

11 ((+7+)) (8) For vehicle registrations that are due or become due  
12 on or after July 1, 2022, in addition to the license fee based on  
13 declared gross weight as provided in subsection (1) of this section,  
14 the department, county auditor or other agent, or subagent appointed  
15 by the director must require an applicant with a vehicle with a  
16 declared gross weight of less than or equal to 12,000 pounds, unless  
17 specifically exempt, to pay an additional weight fee of ten dollars,  
18 which must be distributed under RCW 46.68.035.

19 **Sec. 5.** RCW 46.17.323 and 2015 3rd sp.s. c 44 s 203 are each  
20 amended to read as follows:

21 (1) Before accepting an application for an annual vehicle  
22 registration renewal for a vehicle that both (a) uses at least one  
23 method of propulsion that is capable of being reenergized by an  
24 external source of electricity and (b) is capable of traveling at  
25 least thirty miles using only battery power, the department, county  
26 auditor or other agent, or subagent appointed by the director must  
27 require the applicant to pay a ~~((one hundred dollar fee in addition  
28 to any other fees and taxes required by law))~~ \$30 fee. The ~~((one  
29 hundred thirty dollar))~~ \$30 fee is due only at the time of annual  
30 registration renewal.

31 (2) This section only applies to a vehicle that is designed to  
32 have the capability to drive at a speed of more than thirty-five  
33 miles per hour.

34 (3) ~~((a) The fee under this section is imposed to provide funds  
35 to mitigate the impact of vehicles on state roads and highways and  
36 for the purpose of evaluating the feasibility of transitioning from a  
37 revenue collection system based on fuel taxes to a road user  
38 assessment system, and is separate and distinct from other vehicle  
39 license fees. Proceeds from the fee must be used for highway~~

1 ~~purposes, and must be deposited in the motor vehicle fund created in~~  
2 ~~RCW 46.68.070, subject to (b) of this subsection.~~

3 ~~(b))~~ If in any year the amount of proceeds from the fee  
4 collected under this section exceeds one million dollars, the excess  
5 amount over one million dollars must be deposited as follows:

6 ~~((i))~~ (a) Seventy percent to the motor vehicle fund created in  
7 RCW 46.68.070;

8 ~~((ii))~~ (b) Fifteen percent to the transportation improvement  
9 account created in RCW 47.26.084; and

10 ~~((iii))~~ (c) Fifteen percent to the rural arterial trust account  
11 created in RCW 36.79.020.

12 ~~((4)(a) In addition to the fee established in subsection (1) of~~  
13 ~~this section, before accepting an application for an annual vehicle~~  
14 ~~registration renewal for a vehicle that both (i) uses at least one~~  
15 ~~method of propulsion that is capable of being reenergized by an~~  
16 ~~external source of electricity and (ii) is capable of traveling at~~  
17 ~~least thirty miles using only battery power, the department, county~~  
18 ~~auditor or other agent, or subagent appointed by the director must~~  
19 ~~require the applicant to pay a fifty dollar fee.~~

20 ~~(b) The fee required under (a) of this subsection must be~~  
21 ~~distributed as follows:~~

22 ~~(i) The first one million dollars raised by the fee must be~~  
23 ~~deposited into the multimodal transportation account created in RCW~~  
24 ~~47.66.070; and~~

25 ~~(ii) Any remaining amounts must be deposited into the motor~~  
26 ~~vehicle fund created in RCW 46.68.070.~~

27 ~~(5) This section applies to annual vehicle registration renewals~~  
28 ~~until the effective date of enacted legislation that imposes a~~  
29 ~~vehicle miles traveled fee or tax.))~~

30 **REPEAL AND REMOVE AUTHORITY TO IMPOSE**  
31 **CERTAIN VEHICLE TAXES AND CHARGES**

32 NEW SECTION. **Sec. 6.** The following acts or parts of acts are  
33 each repealed:

34 (1) RCW 46.17.365 (Motor vehicle weight fee—Motor home vehicle  
35 weight fee) and 2015 3rd sp.s. c 44 s 202 & 2010 c 161 s 533;

36 (2) RCW 46.68.415 (Motor vehicle weight fee, motor home vehicle  
37 weight fee—Disposition) and 2010 c 161 s 813;

1 (3) RCW 82.80.130 (Passenger-only ferry service—Local option  
2 motor vehicle excise tax authorized) and 2010 c 161 s 916, 2006 c 318  
3 s 4, & 2003 c 83 s 206; and

4 (4) RCW 82.80.140 (Vehicle fee—Transportation benefit district—  
5 Exemptions) and 2015 3rd sp.s. c 44 s 310, 2010 c 161 s 917, 2007 c  
6 329 s 2, & 2005 c 336 s 16.

7 **Sec. 7.** RCW 82.08.020 and 2014 c 140 s 12 are each amended to  
8 read as follows:

9 (1) There is levied and collected a tax equal to six and five-  
10 tenths percent of the selling price on each retail sale in this state  
11 of:

12 (a) Tangible personal property, unless the sale is specifically  
13 excluded from the RCW 82.04.050 definition of retail sale;

14 (b) Digital goods, digital codes, and digital automated services,  
15 if the sale is included within the RCW 82.04.050 definition of retail  
16 sale;

17 (c) Services, other than digital automated services, included  
18 within the RCW 82.04.050 definition of retail sale;

19 (d) Extended warranties to consumers; and

20 (e) Anything else, the sale of which is included within the RCW  
21 82.04.050 definition of retail sale.

22 (2) There is levied and collected an additional tax on each  
23 retail car rental, regardless of whether the vehicle is licensed in  
24 this state, equal to five and nine-tenths percent of the selling  
25 price. The revenue collected under this subsection must be deposited  
26 in the multimodal transportation account created in RCW 47.66.070.

27 ~~(3) ((Beginning July 1, 2003, there is levied and collected an~~  
28 ~~additional tax of three-tenths of one percent of the selling price on~~  
29 ~~each retail sale of a motor vehicle in this state, other than retail~~  
30 ~~car rentals taxed under subsection (2) of this section. The revenue~~  
31 ~~collected under this subsection must be deposited in the multimodal~~  
32 ~~transportation account created in RCW 47.66.070.~~

33 ~~(4) For purposes of subsection (3) of this section, "motor~~  
34 ~~vehicle" has the meaning provided in RCW 46.04.320, but does not~~  
35 ~~include:~~

36 ~~(a) Farm tractors or farm vehicles as defined in RCW 46.04.180~~  
37 ~~and 46.04.181, unless the farm tractor or farm vehicle is for use in~~  
38 ~~the production of marijuana;~~

39 ~~(b) Off-road vehicles as defined in RCW 46.04.365;~~

1 ~~(c) Nonhighway vehicles as defined in RCW 46.09.310; and~~

2 ~~(d) Snowmobiles as defined in RCW 46.04.546.~~

3 ~~(5))~~ Beginning on December 8, 2005, 0.16 percent of the taxes  
4 collected under subsection (1) of this section must be dedicated to  
5 funding comprehensive performance audits required under RCW  
6 43.09.470. The revenue identified in this subsection must be  
7 deposited in the performance audits of government account created in  
8 RCW 43.09.475.

9 ~~((6))~~ (4) The taxes imposed under this chapter apply to  
10 successive retail sales of the same property.

11 ~~((7))~~ (5) The rates provided in this section apply to taxes  
12 imposed under chapter 82.12 RCW as provided in RCW 82.12.020.

13 **BASE VEHICLE TAXES USING KELLEY BLUE BOOK VALUE**

14 NEW SECTION. **Sec. 8.** A new section is added to chapter 82.44  
15 RCW to read as follows:

16 (1) BASE VEHICLE TAXES USING KELLEY BLUE BOOK VALUE. Any motor  
17 vehicle excise tax must be calculated in an honest and accurate way  
18 so the burden on vehicle owners is not artificially inflated. For the  
19 purpose of determining a vehicle tax, a taxing district imposing a  
20 vehicle tax must set a vehicle's taxable value at the vehicle's base  
21 model Kelley Blue book value. This ensures an honest and accurate  
22 calculation of the tax and, combined with the appeal process in RCW  
23 82.44.065, ensures that vehicle owners are taxed on their vehicle's  
24 market value.

25 (2) For the purpose of determining a tax under this chapter, the  
26 value of a truck-type power or trailing unit, or motor vehicle,  
27 including a passenger vehicle, motorcycle, motor home, sport utility  
28 vehicle, or light duty truck is the base model Kelley Blue book value  
29 of the vehicle, excluding applicable federal excise taxes, state and  
30 local sales or use taxes, transportation or shipping costs, or  
31 preparatory or delivery costs.

32 **Sec. 9.** RCW 82.44.065 and 2010 c 161 s 912 each amended to read  
33 as follows:

34 If the department determines a value for a vehicle (~~equivalent~~  
35 ~~to a manufacturer's base suggested retail price or the value of a~~  
36 ~~truck or trailer under RCW 82.44.035)) under section 8 of this act,  
37 any person who pays a state or locally imposed tax for that vehicle~~

1 may appeal the valuation to the department under chapter 34.05 RCW.  
2 If the taxpayer is successful on appeal, the department shall refund  
3 the excess tax in the manner provided in RCW 82.44.120. Using Kelley  
4 Blue Book value ensures an honest and accurate calculation.

5 **Sec. 10.** RCW 81.104.140 and 2015 3rd sp.s. c 44 s 318 are each  
6 amended to read as follows:

7 (1) Agencies authorized to provide high capacity transportation  
8 service, including transit agencies and regional transit authorities,  
9 and regional transportation investment districts acting with the  
10 agreement of an agency, are hereby granted dedicated funding sources  
11 for such systems. These dedicated funding sources, as set forth in  
12 RCW 81.104.150, 81.104.160, 81.104.170, and 81.104.175, are  
13 authorized only for agencies located in (a) each county with a  
14 population of two hundred ten thousand or more and (b) each county  
15 with a population of from one hundred twenty-five thousand to less  
16 than two hundred ten thousand except for those counties that do not  
17 border a county with a population as described under (a) of this  
18 subsection. In any county with a population of one million or more or  
19 in any county having a population of four hundred thousand or more  
20 bordering a county with a population of one million or more, these  
21 funding sources may be imposed only by a regional transit authority  
22 or a regional transportation investment district. Regional  
23 transportation investment districts may, with the approval of the  
24 regional transit authority within its boundaries, impose the taxes  
25 authorized under this chapter, but only upon approval of the voters  
26 and to the extent that the maximum amount of taxes authorized under  
27 this chapter have not been imposed.

28 (2) Agencies planning to construct and operate a high capacity  
29 transportation system should also seek other funds, including  
30 federal, state, local, and private sector assistance.

31 (3) Funding sources should satisfy each of the following criteria  
32 to the greatest extent possible:

- 33 (a) Acceptability;  
34 (b) Ease of administration;  
35 (c) Equity;  
36 (d) Implementation feasibility;  
37 (e) Revenue reliability; and  
38 (f) Revenue yield.

1 (4) (a) Agencies participating in regional high capacity  
2 transportation system development are authorized to levy and collect  
3 the following voter-approved local option funding sources:

4 (i) Employer tax as provided in RCW 81.104.150, other than by  
5 regional transportation investment districts;

6 (ii) ~~((Special motor vehicle excise tax as provided in RCW  
7 81.104.160;~~

8 ~~(iii))~~ Regular property tax as provided in 81.104.175; and

9 ~~((iv))~~ (iii) Sales and use tax as provided in RCW 81.104.170.

10 (b) Revenues from these taxes may be used only to support those  
11 purposes prescribed in subsection (10) of this section. Before the  
12 date of an election authorizing an agency to impose any of the taxes  
13 enumerated in this section and authorized in RCW 81.104.150,  
14 81.104.160, 81.104.170, and 81.104.175, the agency must comply with  
15 the process prescribed in RCW 81.104.100 (1) and (2) and 81.104.110.  
16 No construction on exclusive right-of-way may occur before the  
17 requirements of RCW 81.104.100(3) are met.

18 (5) Except for the regular property tax authorized in 81.104.175,  
19 the authorization in subsection (4) of this section may not adversely  
20 affect the funding authority of transit agencies not provided for in  
21 this chapter. Local option funds may be used to support  
22 implementation of interlocal agreements with respect to the  
23 establishment of regional high capacity transportation service.  
24 Except when a regional transit authority exists, local jurisdictions  
25 must retain control over moneys generated within their boundaries,  
26 although funds may be commingled with those generated in other areas  
27 for planning, construction, and operation of high capacity  
28 transportation systems as set forth in the agreements.

29 (6) Except for the regular property tax authorized in 81.104.175,  
30 agencies planning to construct and operate high capacity  
31 transportation systems may contract with the state for collection and  
32 transference of voter-approved local option revenue.

33 (7) Dedicated high capacity transportation funding sources  
34 authorized in RCW 81.104.150, 81.104.160, 81.104.170, and 81.104.175  
35 are subject to voter approval by a simple majority. A single ballot  
36 proposition may seek approval for one or more of the authorized  
37 taxing sources. The ballot title must reference the document  
38 identified in subsection (8) of this section.

39 (8) Agencies must provide to the registered voters in the area a  
40 document describing the systems plan and the financing plan set forth

1 in RCW 81.104.100. It must also describe the relationship of the  
2 system to regional issues such as development density at station  
3 locations and activity centers, and the interrelationship of the  
4 system to adopted land use and transportation demand management goals  
5 within the region. This document must be provided to the voters at  
6 least twenty days prior to the date of the election.

7 (9) For any election in which voter approval is sought for a high  
8 capacity transportation system plan and financing plan pursuant to  
9 RCW 81.104.040, a local voter's pamphlet must be produced as provided  
10 in chapter 29A.32 RCW.

11 (10)(a) Agencies providing high capacity transportation service  
12 must retain responsibility for revenue encumbrance, disbursement, and  
13 bonding. Funds may be used for any purpose relating to planning,  
14 construction, and operation of high capacity transportation systems  
15 and commuter rail systems, personal rapid transit, busways, bus sets,  
16 and entrained and linked buses.

17 (b) A regional transit authority that (~~imposes a motor vehicle~~  
18 ~~excise tax after the effective date of this section,~~) imposes a  
19 property tax(~~(τ)~~) or increases a sales and use tax to more than nine-  
20 tenths of one percent must undertake a process in which the  
21 authority's board formally considers inclusion of the name, Scott  
22 White, in the naming convention associated with either the University  
23 of Washington or Roosevelt stations.

24 NEW SECTION. **Sec. 11.** The following acts or parts of acts are  
25 each repealed:

- 26 (1) RCW 82.44.035 (Valuation of vehicles) and 2010 c 161 s 910 &  
27 2006 c 318 s 1; and
- 28 (2) RCW 81.104.160 (Motor vehicle excise tax for regional transit  
29 authorities---Sales and use tax on car rentals---Former motor vehicle  
30 excise tax repealed) and 2015 3rd sp.s. c 44 s 319, 2010 c 161 s 903,  
31 2009 c 280 s 4, 2003 c 1 s 6 (Initiative Measure No. 776, approved  
32 November 5, 2002), & 1998 c 321 s 35 (Referendum Bill No. 49,  
33 approved November 3, 1998).

34 NEW SECTION. **Sec. 12.** A new section is added to chapter 81.112  
35 RCW to read as follows:

36 In order to effectuate the policies, purposes, and intent of this  
37 act and to ensure that the motor vehicle excise taxes repealed by  
38 this act are no longer imposed or collected, an authority that

1 imposes a motor vehicle excise tax under RCW 81.104.160 must fully  
2 retire, defease, or refinance any outstanding bonds issued under this  
3 chapter if:

4 (1) Any revenue collected prior to the effective date of this  
5 section from the motor vehicle excise tax imposed under RCW  
6 81.104.160 has been pledged to such bonds; and

7 (2) The bonds, by virtue of the terms of the bond contract,  
8 covenants, or similar terms, may be retired or defeased early or  
9 refinanced.

10 **Sec. 13.** RCW 81.104.160 and 2015 3rd sp.s. c 44 s 319 are each  
11 amended to read as follows:

12 (1) Regional transit authorities that include a county with a  
13 population of more than one million five hundred thousand may submit  
14 an authorizing proposition to the voters, and if approved, may levy  
15 and collect an excise tax, at a rate approved by the voters, but not  
16 exceeding (~~eight-tenths~~) two-tenths of one percent on the value,  
17 under chapter 82.44 RCW, of every motor vehicle owned by a resident  
18 of the taxing district, solely for the purpose of providing high  
19 capacity transportation service. The maximum tax rate under this  
20 subsection does not include a motor vehicle excise tax approved  
21 before the effective date of this section, if the tax will terminate  
22 on the date bond debt to which the tax is pledged is repaid. This tax  
23 does not apply to vehicles licensed under RCW 46.16A.455 except  
24 vehicles with an unladen weight of six thousand pounds or less, RCW  
25 46.16A.425 or 46.17.335(2). Notwithstanding any other provision of  
26 this subsection or chapter 82.44 RCW, a motor vehicle excise tax  
27 imposed by a regional transit authority before or after the effective  
28 date of this section, must comply with chapter 82.44 RCW as it  
29 existed on January 1, 1996, until December 31st of the year in which  
30 the regional transit authority repays bond debt to which a motor  
31 vehicle excise tax was pledged before the effective date of this  
32 section. Motor vehicle taxes collected by regional transit  
33 authorities after December 31st of the year in which a regional  
34 transit authority repays bond debt to which a motor vehicle excise  
35 tax was pledged before the effective date of this section must comply  
36 with chapter 82.44 RCW as it existed on the date the tax was approved  
37 by voters.

38 (2) An agency and high capacity transportation corridor area may  
39 impose a sales and use tax solely for the purpose of providing high

1 capacity transportation service, in addition to the tax authorized by  
2 RCW 82.14.030, upon retail car rentals within the applicable  
3 jurisdiction that are taxable by the state under chapters 82.08 and  
4 82.12 RCW. The rate of tax may not exceed 2.172 percent. The rate of  
5 tax imposed under this subsection must bear the same ratio of the  
6 2.172 percent authorized that the rate imposed under subsection (1)  
7 of this section bears to the rate authorized under subsection (1) of  
8 this section. The base of the tax is the selling price in the case of  
9 a sales tax or the rental value of the vehicle used in the case of a  
10 use tax.

11 (3) Any motor vehicle excise tax previously imposed under the  
12 provisions of RCW 81.104.160(1) shall be repealed, terminated, and  
13 expire on December 5, 2002, except for a motor vehicle excise tax for  
14 which revenues have been contractually pledged to repay a bonded debt  
15 issued before December 5, 2002, as determined by *Pierce County et al.*  
16 *v. State*, 159 Wn.2d 16, 148 P.3d 1002 (2006). In the case of bonds  
17 that were previously issued, the motor vehicle excise tax must comply  
18 with chapter 82.44 RCW as it existed on January 1, 1996.

19 (4) If a regional transit authority imposes the tax authorized  
20 under subsection (1) of this section, the authority may not receive  
21 any state grant funds provided in an omnibus transportation  
22 appropriations act except transit coordination grants created in  
23 chapter 11, Laws of 2015 3rd sp. sess.

24 NEW SECTION. **Sec. 14.** CONSTRUCTION CLAUSE. The provisions of  
25 this act are to be liberally construed to effectuate the intent,  
26 policies, and purposes of this act.

27 NEW SECTION. **Sec. 15.** SEVERABILITY CLAUSE. If any provision of  
28 this act or its application to any person or circumstance is held  
29 invalid, the remainder of the act or the application of the provision  
30 to other persons or circumstances is not affected.

31 NEW SECTION. **Sec. 16.** EFFECTIVE DATE. (1) Sections 10 and 11 of  
32 this act take effect on the date that the regional transit authority  
33 complies with section 12 of this act and retires, defeases, or  
34 refinances its outstanding bonds.

35 (2) Section 13 takes effect April 1, 2020, if sections 10 and 11  
36 of this act have not taken effect by March 31, 2020.

1 (3) The regional transit authority must provide written notice of  
2 the effective dates of sections 10, 11, and 13 of this act to  
3 affected parties, the chief clerk of the house of representatives,  
4 the secretary of the senate, the office of the code reviser, and  
5 others as deemed appropriate by the regional transit authority.

6 NEW SECTION. **Sec. 17.** TITLE. This act is known and may be cited  
7 as "Bring Back Our \$30 Car Tabs."

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5675 Ambaum Boulevard Southwest  
Burien, Washington 98166  
highlineschools.org  
206.631.3070

**BOARD OF DIRECTORS:** Angelica Alvarez • Fa'izah Bradford • Tyrone Curry Sr. • Bernie Dorsey • Joe Van  
**SUPERINTENDENT:** Susan Enfield, Ed.D.

RECEIVED

OCT 15 2019

CITY OF DES MOINES  
CITY CLERK

October 9, 2019

Dear Des Moines City Council,

The Highline Public Schools Board of Directors would like to thank you for the support on the new Des Moines Elementary School.

We have heard that the City of Des Moines staff operated with professionalism and acted in a timely manner with each request from the district, which resulted in the school opening on time. We would like to also thank the city Building Department for working collaboratively to come up with creative solutions to issues that arose.

We thank you for your continued support with our bond projects and look forward to collaborating with you again on future ones.

Sincerely,

A handwritten signature in black ink, appearing to read "Bernie Dorsey", written in a cursive style.

Bernie Dorsey  
Board President



# Des Moines Municipal Court

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STATE OF THE COURT – 2019

Hon. Lisa M. Leone

# Mission Statement

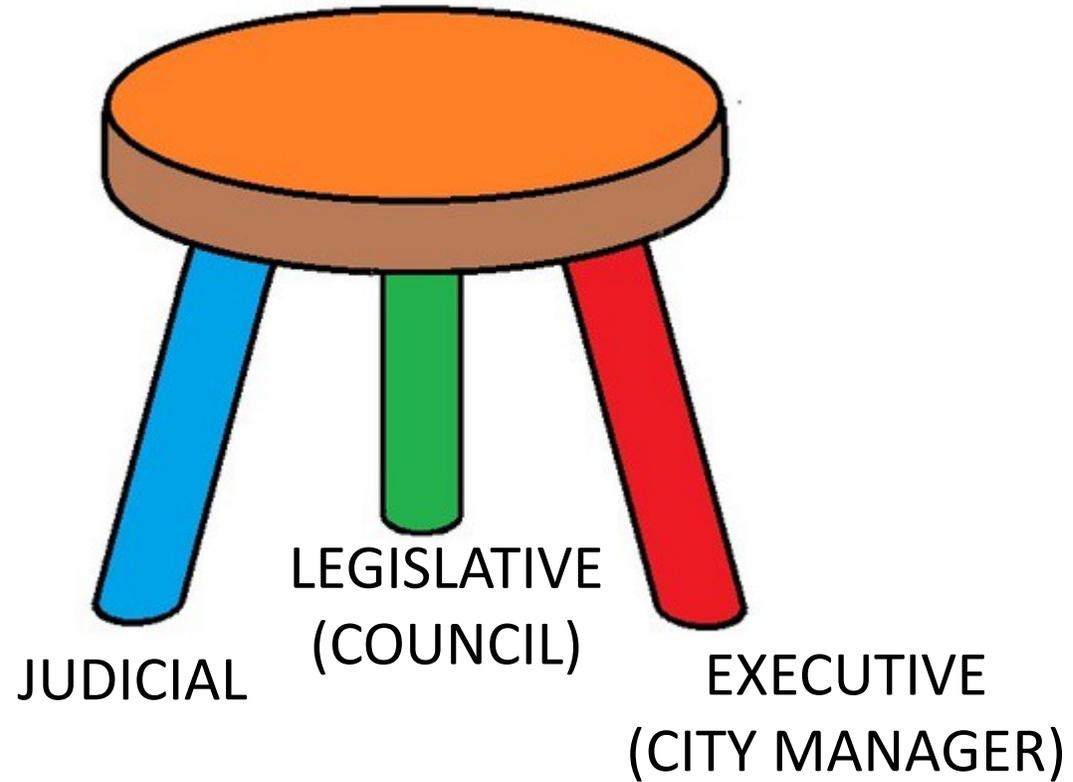
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*Des Moines Municipal Court is dedicated to the fair, impartial, and timely administration of justice, providing the community it serves with a safe and accessible environment that is respectful to all.*

*The business of the Court shall be conducted with integrity, competence, and a commitment to excellence, in order to promote public trust and confidence in our system of justice.*

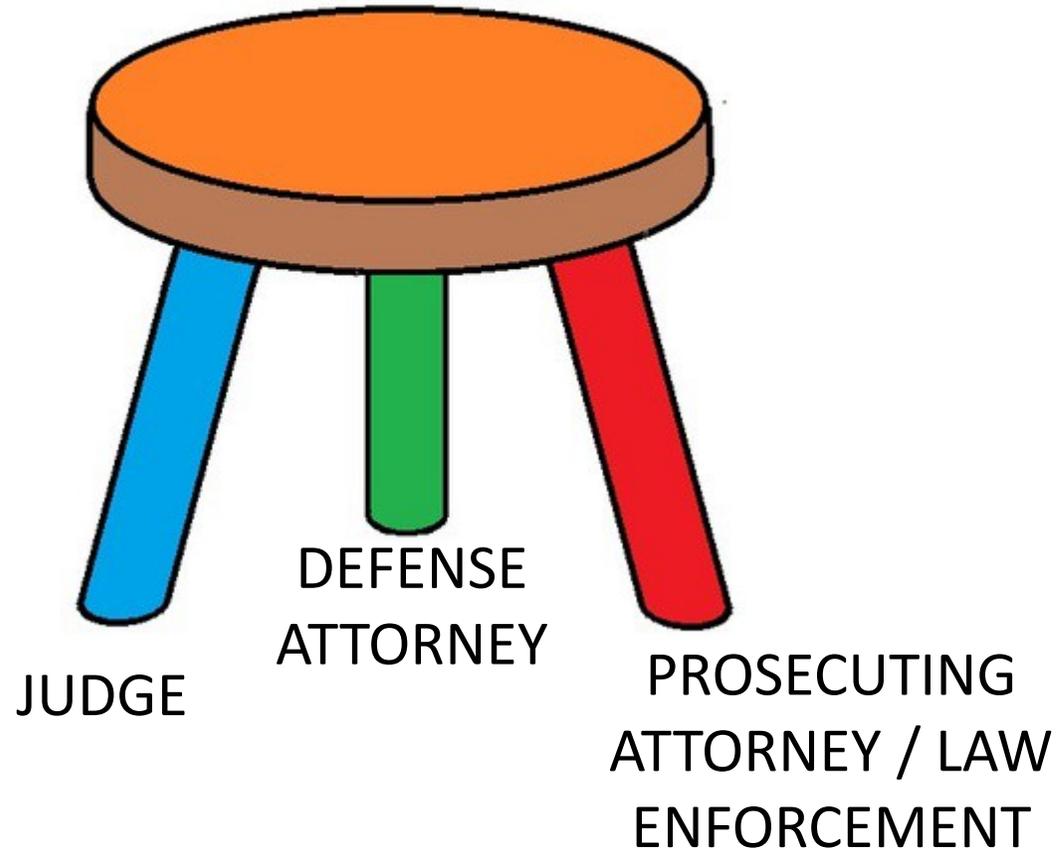
# THREE-LEGGED STOOL

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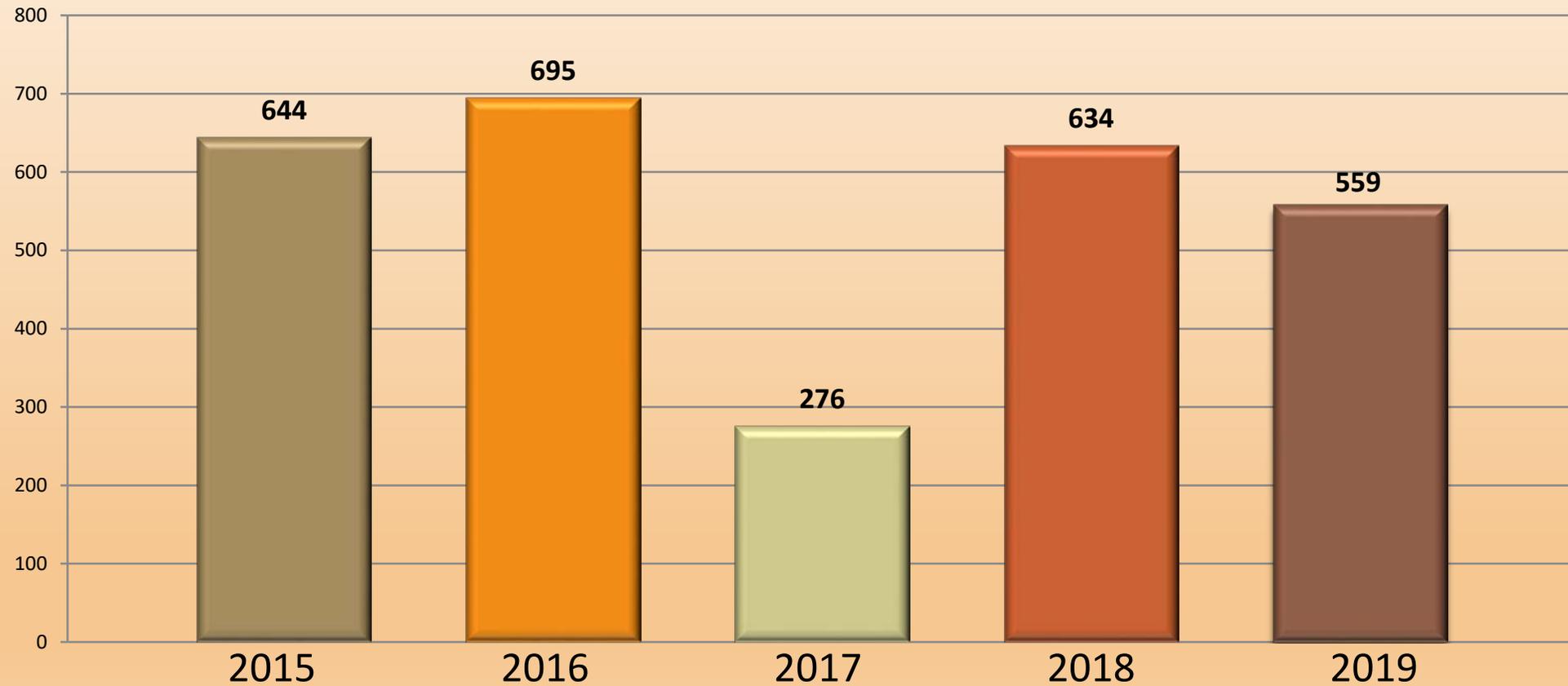


# THREE-LEGGED STOOL

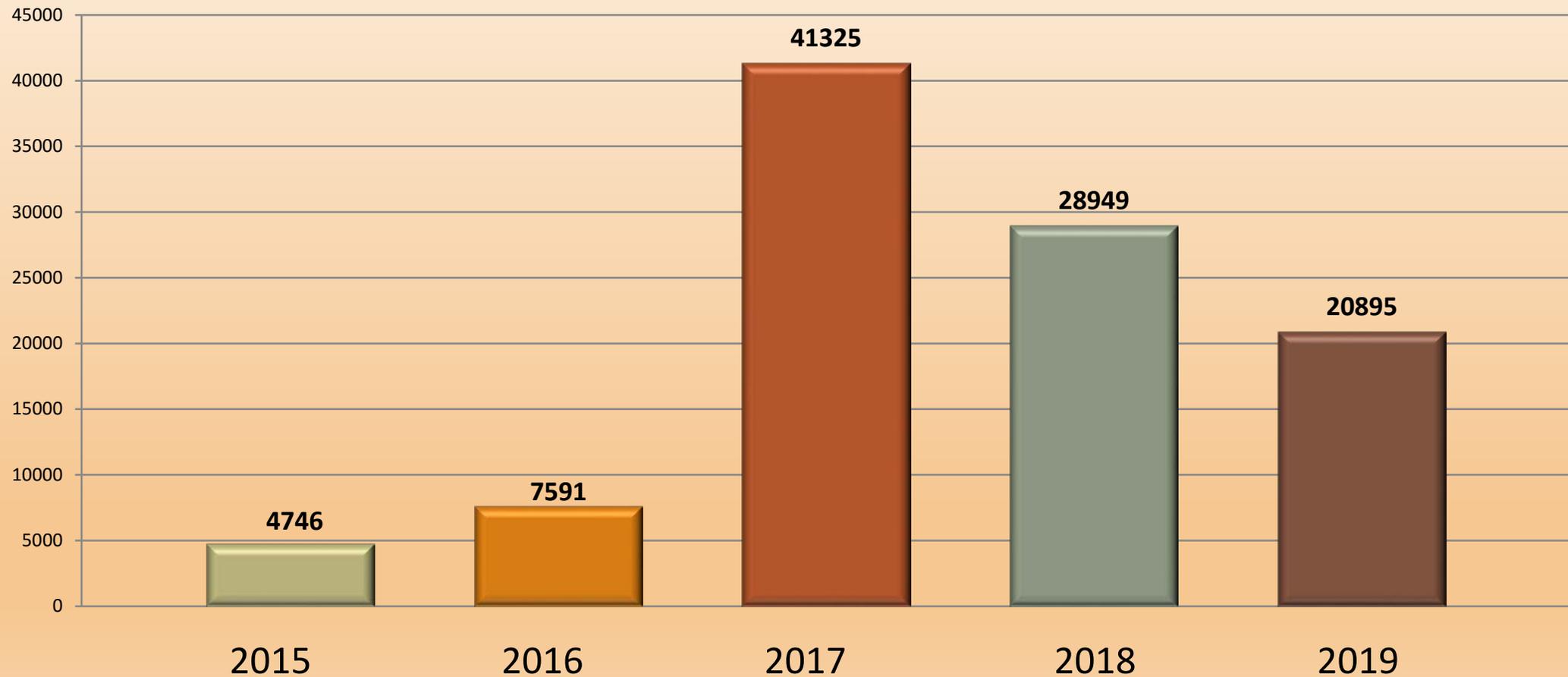
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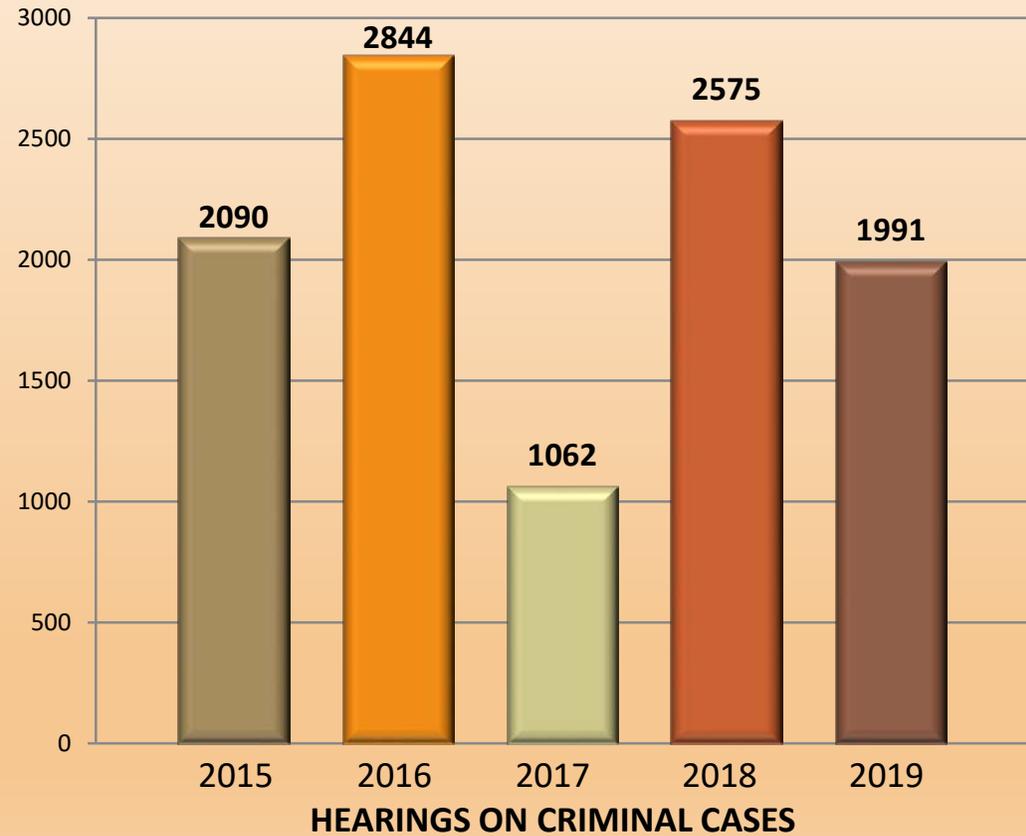
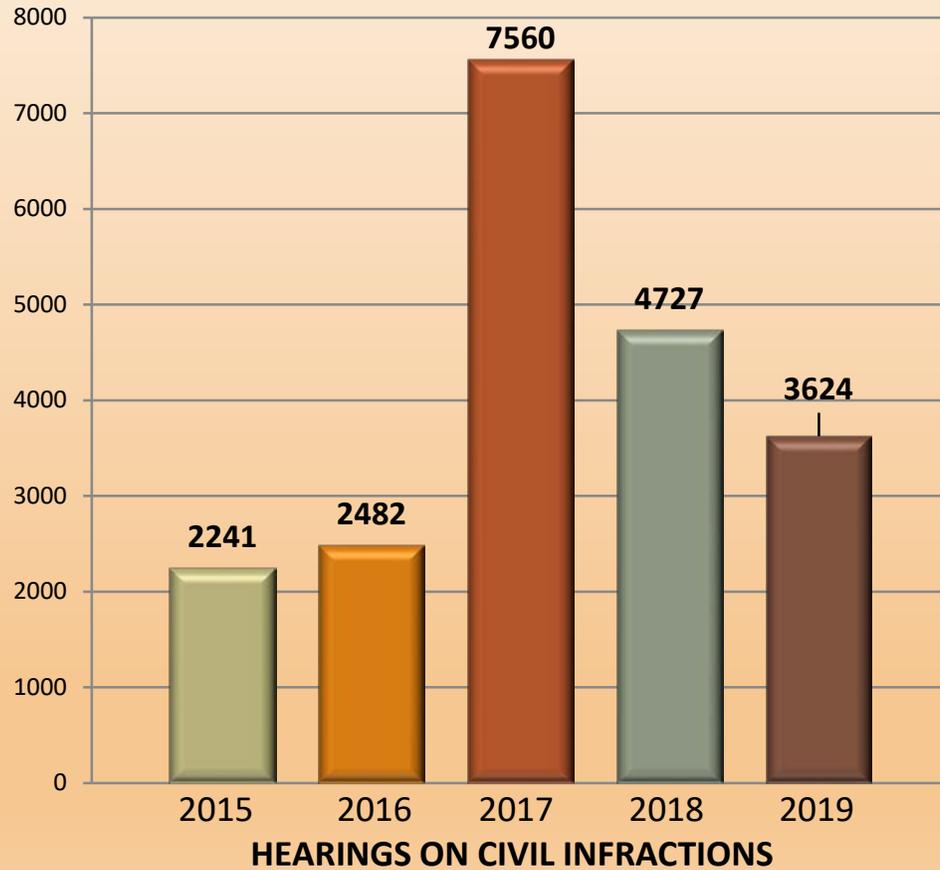
# Criminal Charges Filed (2015 - Present)



# Civil Infractions Filed (2015 – Present)



# Number of Hearings Held (2015 – Present)



# Fluctuation in Caseloads Over Time

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- caseloads may be affected by a complex variety of factors, including:
  - economic conditions
  - population levels
  - *staff changes in police department (DMPD now fully staffed + addition of traffic emphasis officer)*
  - *policy changes re: filing standards (King County declining to file felony drug possession involving small amounts of controlled substances)*

# DUI Court Update

---

## ➤ Current Stats:

- screened 21 potential candidates / 5 participants by end of year
- average number of prior DUI/Physical Control convictions (including current offense) = 4
- DUI filings are up, capacity to accommodate additional participants

## ➤ Funding:

- secured funding through grant provided by WTSC

## ➤ DUI Court Team:

- attended National Association of Drug Court Professionals conference in Baltimore, MD (funding covered by grant)
- regular team meetings (outside of staffing)

# Probation - Caseload

---

	Monitored Probation	Active Probation
Total Number of Probationers	306	26
Domestic Violence or Related Offenses	93	8
DUI/Physical Control or Related Offenses	112	16
Other Crimes	101	2

# Items of Interest – 2018/2019

---

## ➤ **High School Internship Program –**

- internship in partnership with Big Picture High School in the Highline School District

## ➤ **Court-related Training –**

- court provided Emotional Intelligence training for court staff (costs covered by DUI Court grant)
- court hosted Washington State Misdemeanant Probation Association training on Motivational Interviewing (offered to DMMC court staff)

## ➤ **Roll-out of Check-Bac as Pre-trial Jail Alternative / Sanction**

- portable, affordable breath-testing for non-DUI offenses where alcohol was involved
- provides 24-7 random alcohol monitoring – alternative to confinement

# Items of Interest – 2018/2019

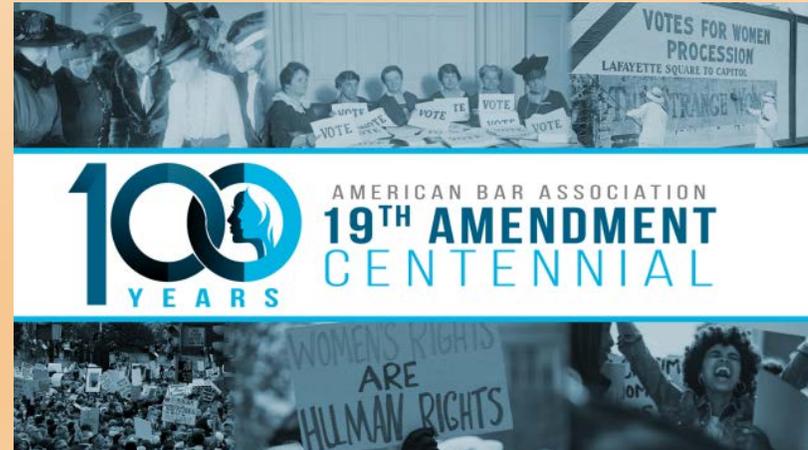
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- **Expansion of MRT Programming for Offenders –**
  - cognitive behavioral treatment program that leads to enhanced moral reasoning, better decision making and more appropriate behavior. Studies have shown that this program reduces recidivism. [20-Year Recidivism Results for MRT-Treated Offenders: A Preliminary Analysis, Journal of Community Corrections \(2010\).](#)
  - DMMC currently offers Anger Management MRT and Domestic Violent MRT
  - program pays for itself through programming fees.
  - serving defendants in a total of 14 jurisdictions from Kirkland Municipal Court to Thurston County Superior Court
- **Our own Melissa Patrick named Probation Officer of the Year by the Washington State Misdemeanant Probation Association!**

# Looking Forward –

---

- **Genesis Project** – Prostitution Prevention & Intervention Fee (RCW 9A.88.120) collected by the Court “must be spent on prostitution prevention”, such as rehabilitative services or drop-in centers for victims of prostitution
- **ABA Law Week 2020** – Celebrating the 100<sup>th</sup> Anniversary of the 19<sup>th</sup> Amendment



# Special Thanks!

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To my amazing staff for all your hard work, dedication, and flexibility!

To City Manager Mathias, Mayor Pina, and the City Council for allowing me the privilege to serve the citizens of Des Moines!



# PUBLIC HEARING 2020 ANNUAL BUDGET

October 17, 2019

The 2020 Budget is solvent, strong and sustainable. It was developed to ensure accountability, transparency and excellent delivery of programs and services to the community.

In developing the budget we have sought to address:

- ▶ Future attrition and enhance succession planning that will assure continuity of operations for all our governmental functions.
- ▶ Maximizing efficient allocation of resources to accomplish City Council policy and direction.
- ▶ We have listened and sought input from employees and the community.

In developing the budget we have sought to address (continued):

- ▶ We have sought to eliminate silos and develop a culture of cooperation and solution-oriented strategies that fosters collaboration and communication across departments.
- ▶ This collaboration and communication across departments is critical to successfully providing strong, balanced budgets reflecting best financial management practices.

In developing the budget we have sought to address (continued):

- ▶ We have sought to be responsive to the City Council's Arts Commission, Senior Services Advisory Board, Human Services, Police Advisory Board, et al.
- ▶ We have focused (with City Council support) to retain our incredible executive team, increase COLAs for staff and negotiate fair, mutually acceptable labor agreements.

# 2020 Budget Highlights

## POLICE DEPARTMENT:

- ▶ Upgraded the Commander of Operations to Assistant Chief of Operations.
- ▶ Upgraded the Commander of Administration to Assistant Chief of Administration.
- ▶ The overall impact of these position changes will assure continuity of operations for the Police Department and provide more flexibility for the Chief of Police in his role.

# 2020 Budget Highlights

## EMERGENCY MANAGEMENT:

- Created a new position and staffed with an existing employee – Emergency Preparedness Manager. This position will enhance the City's emergency management function and provide ongoing focus to this critical area. This position will work closely with the Assistant Chief of Administration.

## FINANCE DEPARTMENT:

- Upgraded the vacant Finance Manager position to a Deputy Finance Director. This position will provide increased leadership for the department and allow the Finance Director the opportunity to focus on critical special projects, including designing and implementing a new financial management system.

# 2020 Budget Highlights

## MARINA:

- ▶ Filled the vacant Assistant Harbormaster position.
- ▶ This position is responsible for the day-to-day administration of the Marina.
- ▶ This position will also be responsible for the day-to-day supervision of the Events Management staff.
- ▶ Added 2 Harbor Attendant positions to the Marina staff. This will provide better shift coverage which will enhance customer service to the users of the Marina.

# 2020 Budget Highlights

## PARKS, RECREATION AND SENIOR SERVICES:

- ▶ Created new Assistant Director, Parks/Recreation/Senior Services position and eliminated a management analyst position.
- ▶ This position is responsible for Recreation Services, and for Senior Services, which now includes 2 new staff provided through a contract with Wesley.
- ▶ This position also provides support to the Senior Services and Human Services Advisory Committees.
- ▶ Works in coordination with Public Works to maintain city parks and recreation facilities.

# 2020 Budget Highlights

## PARKS, RECREATION AND SENIOR SERVICES:

- ▶ The City received a little over \$500,000 from the King County Veterans, Senior & Human Services Levy (to be received over a 4-1/2 year timeframe). Funding to be used for increasing Senior Services and diversity of population served.
- ▶ Complete the Midway Park purchase.

# 2020 Budget Highlights

## SOUTH CORRECTIONAL ENTITY (SCORE) REGIONAL JAIL:

- ▶ The City, working closely with new management at SCORE, was able to reduce our 2020 contribution by over \$300,000.
- ▶ The decision of the City of Federal Way to withdraw from SCORE by December 31, 2019 has required the SCORE bond issue to be refunded.
- ▶ The City of Des Moines' current bond rating (Standard & Poor's AA+) has allowed the City to participate in the bond refunding as a full "member" city. The bond refunding is estimated to achieve net present value savings over \$500,000 due to lower interest rates.

# 2020 Budget Highlights

- ▶ As a result of teamwork and leadership by our City Manager the City has saved approximately \$1.3M:
  - ▶ \$300,000 savings on the 2020 annual contribution to SCORE;
  - ▶ A net present value savings from the anticipated SCORE bond refunding; and
  - ▶ A net present value savings from City's 2018 LTGO Bond refunding.

# 2020 Budget Highlights

## MULTI-MODAL TRANSPORTATION OPTIONS:

- ▶ The City's partnership with METRO created the Community Connections shuttle that serves the Angle Lake light rail station, the Des Moines Creek Business Park, the downtown and the Marina.
- ▶ On September 21, 2019 we expanded shuttle service to include midday, which will provide shuttle service from 7am to 7pm Monday through Saturday.
- ▶ This summer the City provided shuttle service on Saturdays to serve the Des Moines Farmer's Market, held each Saturday at the Marina.

# 2020 Budget Highlights

## HUMAN SERVICES FUNDING:

- ▶ In 2017, the City provided approximately \$85,000 in funding.
- ▶ In 2018, the City provided \$100,000 in funding.
- ▶ In 2019, the City provided \$125,000 in funding.
- ▶ In 2020, we are recommending the City provide \$150,000 in funding.
- ▶ This is based on current City policy to provide 1% of the General Operating Budget for Human Services, which equates to approximately \$200,000. As the City has experienced increased financial health, we continue to move incrementally towards this goal.

# 2020 Department Requests - Staffing

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## FTE REQUESTS – (ONE-TIME)

- ▶ General Fund (001):
  - ▶ 4.0 FTE - Police Officers – Hire Ahead Program. (4.0 FTE Authorized, but 3.0 FTE Funded).
  - ▶ 0.5 FTE – HR Intern (Limited Term, 6 months)
  
- ▶ Planning, Building & Public Works – Fund 105:
  - ▶ 1.0 FTE - Community Development: Building Inspector/Plans Examiner. (Hire Ahead Program for succession planning & institutional knowledge approved in 2019).
  - ▶ 2.0 FTE – Sound Transit Development Agreement (2019-2024).
    - ▶ Administrative Coordinator
    - ▶ Civil Engineer

# 2020 Department Requests - Programs

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## Program Enhancements/Increases (Subject to Council Approval):

### ▶ One-time:

- ▶ Professional Services for Economic Development, Marina Redevelopment, and other emerging issues - \$100,000
- ▶ Metro Shuttle – Midday & Saturday Service- \$87,400
- ▶ Audio System at the Senior Center - \$25,000
- ▶ Event Center Athletic Floor - \$78,690 with \$50,000 grant - \$28,690
- ▶ Des Moines Memorial Flag Triangle - \$35,000

# 2020 Department Requests - Programs

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## Public Safety Program Expenditures:

### ▶ On-going:

- ▶ In Car Camera Cloud Storage - \$2,700/year
- ▶ Onsite Training - \$15,000

### ▶ One-time:

- ▶ In Car Cameras - \$125,000, lease to own over 5 year period
- ▶ Drone Pilot Program - \$12,000
- ▶ Evidence Storage Container - \$6,000
- ▶ Radar Equipment - \$10,000

# GENERAL FUND

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2019-2024 GENERAL FUND							
	BUDGET	REVISED EST	BUDGET	FORECAST			
	2019	2019	2020	2021	2022	2023	2024
<b>BEGINNING RESERVE</b>	\$ 4,946,525	\$ 5,743,219	\$ 4,543,050	\$ 4,500,003	\$ 4,801,512	\$ 5,166,352	\$ 5,253,165
Operating Revenues	23,113,425	23,638,728	25,165,977	25,524,836	25,925,022	26,391,213	27,252,741
Operating Expenditures	(22,704,880)	(23,426,488)	(24,715,709)	(25,333,367)	(25,635,182)	(26,079,400)	(26,643,403)
<b>Net Activity ("Operating revenues over (under) operating expenditures")</b>	<b>408,545</b>	<b>212,240</b>	<b>450,268</b>	<b>191,469</b>	<b>289,840</b>	<b>311,813</b>	<b>609,338</b>
<b>ONE-TIME ACTIVITIES</b>							
Total One-Time Revenues	1,000,000	1,191,624	961,000	768,000	653,600	358,000	250,200
Expenditures							
Total One-Time Expenditures - CIP & Public Safety	(1,385,010)	(1,734,613)	(1,019,835)	(425,000)	(425,000)	(475,000)	(200,000)
Total Other One-Time Expenditures	(691,781)	(869,420)	(434,480)	(232,960)	(153,600)	(108,000)	(25,200)
Total One-Time Expenditures	(2,076,791)	(2,604,033)	(1,454,315)	(657,960)	(578,600)	(583,000)	(225,200)
<b>ENDING RESERVE</b>	<b>\$ 4,278,279</b>	<b>\$ 4,543,050</b>	<b>\$ 4,500,003</b>	<b>\$ 4,801,512</b>	<b>\$ 5,166,352</b>	<b>\$ 5,253,165</b>	<b>\$ 5,887,503</b>
Reserve policy for the General Fund Ending Fund Balance per Ordinance No. 1703.							
GFOA Target of 60 days (approx. 16.67%)	3,784,903	3,905,196	4,120,109	4,223,072	4,273,385	4,347,436	4,441,455
Reserve (shortfall) surplus to GFOA Target	493,376	637,854	379,894	578,440	892,967	905,729	1,446,048
Ending Reserve - % Total Expenditures	18.84%	19.39%	18.21%	18.95%	20.15%	20.14%	22.10%

# FUND 105

## 2019-2024 FUND 105 FINANCIAL FORECAST

	BUDGET	REVISED EST	BUDGET	FORECAST			
	2019	2019	2020	2021	2022	2023	2024
<i>BEGINNING RESERVE</i>	\$4,446,615	\$4,699,442	\$3,696,299	\$ 3,614,578	\$ 3,218,981	\$ 2,729,264	\$ 2,008,994
Revenues (excludes Sound Transit)	2,510,680	1,617,472	2,344,623	1,975,608	1,709,130	1,691,080	1,668,030
Expenditures (excludes Sound Transit)	(3,115,952)	(2,822,378)	(2,744,027)	(2,636,751)	(2,560,369)	(2,624,257)	(2,708,148)
<i>Other Expenditure Reductions</i>					150,000	155,000	160,000
<b>Net Activity</b>	<u>(605,272)</u>	<u>(1,204,906)</u>	<u>(399,404)</u>	<u>(661,144)</u>	<u>(701,239)</u>	<u>(778,177)</u>	<u>(880,118)</u>
Sound Transit Revenues	396,062	315,937	548,400	506,044	459,664	314,460	79,800
Sound Transit Expenditures		(114,175)	(230,717)	(240,497)	(248,142)	(256,552)	(132,902)
<b>Sound Transit Net Activity</b>	<u>396,062</u>	<u>201,763</u>	<u>317,683</u>	<u>265,547</u>	<u>211,522</u>	<u>57,908</u>	<u>(53,102)</u>
<b>Total Net Activity</b>	<u>(209,210)</u>	<u>(1,003,144)</u>	<u>(81,721)</u>	<u>(395,596)</u>	<u>(489,718)</u>	<u>(720,269)</u>	<u>(933,220)</u>
<i>ENDING RESERVE</i>	\$4,237,405	\$3,696,299	\$3,614,578	\$ 3,218,981	\$ 2,729,264	\$ 2,008,994	\$ 1,075,774

# MARINA FUND

## 2019-2024 MARINA FUND FINANCIAL FORECAST

	BUDGET	REVISED EST	BUDGET	FORECAST			
	2019	2019	2020	2021	2022	2023	2024
<b>BEGINNING WORKING CAPITAL</b>	\$ 3,635,762	\$ 3,134,075	\$ 3,506,403	\$ 3,578,038	\$ 4,020,613	\$ 3,981,837	\$ 3,415,509
Operating Revenues	4,333,286	4,390,786	4,769,474	4,477,892	4,567,231	4,659,319	4,754,244
Operating Expenses	<u>(2,971,780)</u>	<u>(2,920,883)</u>	<u>(3,197,026)</u>	<u>(3,195,171)</u>	<u>(3,276,536)</u>	<u>(3,356,461)</u>	<u>(3,432,150)</u>
<b>Operating Income (Loss) excluding depreciation</b>	<u>1,361,506</u>	<u>1,469,903</u>	<u>1,572,448</u>	<u>1,282,721</u>	<u>1,290,695</u>	<u>1,302,858</u>	<u>1,322,094</u>
Transfers In from 1-Time Sales Tax Fund for Capital	50,000	50,000	330,000	-	-	-	-
Capital Improvements	(875,000)	(315,000)	(804,000)	(60,000)	(550,000)	(1,400,000)	-
Intrafund Transfers	(450,000)	-	82,000	-	-	-	-
Debt Service	<u>(782,575)</u>	<u>(782,575)</u>	<u>(778,813)</u>	<u>(780,146)</u>	<u>(779,471)</u>	<u>(469,186)</u>	<u>(472,525)</u>
Total Capital Improvements & Debt Service	<u>(2,107,575)</u>	<u>(1,097,575)</u>	<u>(1,500,813)</u>	<u>(840,146)</u>	<u>(1,329,471)</u>	<u>(1,869,186)</u>	<u>(472,525)</u>
<b>Total Net Activity</b>	<u>(746,069)</u>	<u>372,328</u>	<u>71,635</u>	<u>442,575</u>	<u>(38,776)</u>	<u>(566,328)</u>	<u>849,569</u>
<b>ENDING WORKING CAPITAL</b>	\$ 2,889,693	\$ 3,506,403	\$ 3,578,038	\$ 4,020,613	\$ 3,981,837	\$ 3,415,509	\$ 4,265,078

Capital Improvements:							
Fuel & Electrical Replacement	\$	190,000	70,000	244,000	-	-	-
Tenant Restroom Replacement		50,000	50,000	330,000	-	-	-
Dock Electrical Replacements		-	60,000	60,000	60,000	60,000	-
Marina Guest Moorage Power Upgrades		-	-	170,000	-	-	-
Marina Dock Replacement		-	-	-	-	1,400,000	-
10-Yr Dredging Services		135,000	135,000	-	-	490,000	-
N Bulkhead Replacement		500,000	-	-	-	-	-
	\$	<u>875,000</u>	<u>315,000</u>	<u>804,000</u>	<u>60,000</u>	<u>550,000</u>	<u>1,400,000</u>

# SWM FUND

## 2019-2024 SURFACE WATER MANAGEMENT FUND FINANCIAL FORECAST

	BUDGET	REVISED EST	BUDGET	FORECAST			
	2019	2019	2020	2021	2022	2023	2024
<b>BEGINNING WORKING CAPITAL</b>	\$ 3,617,217	\$ 5,289,348	\$ 4,175,107	\$ 2,534,828	\$ 2,720,823	\$ 1,694,612	\$ 859,820
Operating Revenues	4,141,914	4,141,914	4,332,323	4,545,334	4,647,466	4,751,947	4,858,832
Operating Expenses	<u>(3,215,940)</u>	<u>(3,233,205)</u>	<u>(3,482,652)</u>	<u>(3,475,389)</u>	<u>(3,623,727)</u>	<u>(3,767,739)</u>	<u>(3,940,345)</u>
<b>Operating Income (Loss) excluding depreciation</b>	<u>925,974</u>	<u>908,709</u>	<u>849,671</u>	<u>1,069,945</u>	<u>1,023,739</u>	<u>984,208</u>	<u>918,487</u>
Storm Drainage Hook-Up Fees	65,000	65,000	65,000	65,000	65,000	-	-
Interest Income	50	50	50	50	50	-	-
Transfers In for Capital Improvements	-	-	-	-	-	-	-
Capital Improvements	<u>(1,705,000)</u>	<u>(2,088,000)</u>	<u>(2,555,000)</u>	<u>(949,000)</u>	<u>(2,115,000)</u>	<u>(1,819,000)</u>	<u>(662,000)</u>
<b>Total Change</b>	<u>(713,976)</u>	<u>(1,114,241)</u>	<u>(1,640,279)</u>	<u>185,995</u>	<u>(1,026,211)</u>	<u>(834,792)</u>	<u>256,487</u>
<b>ENDING WORKING CAPITAL</b>	<b>\$ 2,903,241</b>	<b>\$ 4,175,107</b>	<b>\$ 2,534,828</b>	<b>\$ 2,720,823</b>	<b>\$ 1,694,612</b>	<b>\$ 859,820</b>	<b>\$ 1,116,307</b>

	BUDGET	REVISED EST	BUDGET	2021	2022	2023	2024
Capital Improvements:							
Annual Pipe Replacement	\$ -	\$ -	\$ -	\$ -	\$ 44,000	\$ 285,000	\$ -
Barnes Creek/KDM Culvert	20,000	279,000	1,220,000	-	-	-	-
24th Ave Pipe Replacement	64,000	-	64,000	-	744,000	-	-
251st St. Storm Outfall	-	55,000	-	-	-	-	-
Deepdene Outfall	224,000	310,000	-	-	-	-	-
South 223rd Stormwater Improvements	-	1,000	-	-	-	-	-
216th/11th Ave Pipe Replacement	280,000	280,000	-	-	-	-	-
Pond Safety Improvements	35,000	42,000	-	-	-	-	-
6th Ave/239th Pipe Replacement	257,000	108,000	218,000	-	-	-	-
8th Ave Pipe (264th to 265th)	258,000	64,000	221,000	-	-	-	-
14th Ave (268th to 272nd) Pipe Upgrade	94,000	-	-	-	-	-	109,000
N Fork McSorley Ck Diversion	85,000	191,000	347,000	-	-	-	-
Soundview Dr./Redondo Beach Dr. Pipe Upgrade Project	45,000	102,000	160,000	-	-	-	-
10th Ave Pipe Replacement	-	8,000	152,000	-	-	-	-
DMMD/200th Stormwater Extension	-	220,000	-	-	-	-	-
S 251st Pipe Replacement Project	-	85,000	-	-	-	-	-
24th Ave Sidewalk & S 216th Segment 3 Project	343,000	343,000	-	-	-	-	-
DMMD 208th to 212th Pipe Project	-	-	119,000	484,000	-	-	-
KDM /16th Avenue A Pipe Replacement	-	-	54,000	218,000	-	-	-
KDM/ 16th Ave B Pipe Replacement	-	-	-	-	245,000	904,000	-
5th Ave/212th St Pipe Upgrade	-	-	-	170,000	714,000	-	-
216th Pl/ Marine view Dr Pipe Upgrade	-	-	-	77,000	247,000	-	-
232nd Street (10th to 14th) Pipe Project	-	-	-	-	121,000	508,000	-
258th Street (13th Pl to 16th) Pipe Project	-	-	-	-	-	122,000	344,000
6th Place/287th St Pipe Replacement	-	-	-	-	-	-	209,000
<b>Total Capital Improvements</b>	<u>\$ 1,705,000</u>	<u>\$ 2,088,000</u>	<u>\$ 2,555,000</u>	<u>\$ 949,000</u>	<u>\$ 2,115,000</u>	<u>\$ 1,819,000</u>	<u>\$ 662,000</u>

# 2020 Capital Projects Program

## Total \$13,836,000

- ▶ Building Facility Projects - \$179,000
- ▶ Technology Projects - \$295,000
- ▶ Park Facility & Playground Projects - \$6,305,000
- ▶ Waterfront Facility Projects – \$425,000
- ▶ Transportation Operating Projects - \$970,000
- ▶ Transportation Capital Projects - \$2,303,000
- ▶ Marina Capital Improvements - \$804,000
- ▶ Surface Water Management Capital Improvements - \$2,555,000

# 2020 Annual Budget Discussion

- ▶ Budget preparation was a collaborative process.
- ▶ Continue to focus on utilization of Best Management Practices to ensure the City's finances remain solvent, strong and sustainable.
- ▶ The result is that we continue to receive positive audits from the State Auditor.

# Acknowledgements

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- ▶ City Council.
- ▶ Staff.

# Next Steps:

## Budget Calendar

- ▶ November 14, 2019:
  - ▶ Public Hearing on General Property Tax Levy and Revenue Sources.
  - ▶ Public Hearing on 2020 Annual Budget – 2<sup>nd</sup> Reading (continued if needed).
  - ▶ Public Hearing on Revised 2019 Annual Budget.

# Conclusion

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The 2020 Annual Budget presented tonight is a balanced budget that:

- ▶ Supports City Council goals;
- ▶ Addresses current and projected service and infrastructure needs; and
- ▶ Reflects current and projected economic conditions impacting the City.

# Questions

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- MOTION: "I MOVE TO PASS DRAFT ORDINANCE NO. 19-107 TO A SECOND READING ON NOVEMBER 14, 2019 FOR FURTHER CITY COUNCIL CONSIDERATION AND APPROVAL."



**Adoption of City Council Draft Resolution 19-102  
Opposing Initiative-976  
on the November 5, 2019 General Election Ballot**

**Des Moines City Council  
October 17, 2019**

**Presented by  
R. Brandon Carver, P.E.  
Public Works Director**



# BALLOT MEASURE SUMMARY:

## This measure would...

- repeal or remove authority to impose certain vehicle taxes and fees;
- limit state and local license fees to \$30 for motor vehicles weighing 10,000 pounds or less, except charges approved by voters after the measure's effective date;
- base vehicle taxes on Kelley Blue Book value;
- require regional transit authorities to retire bonds early where allowed; and
- either reduce or repeal taxes pledged to bonds depending on whether bonds are retired by 2020.

## BALLOT TITLE

Initiative Measure No. 976 concerns motor vehicle taxes and fees.

This measure would repeal, reduce, or remove authority to impose certain vehicle taxes and fees; limit annual motor-vehicle-license fees to \$30, except voter-approved charges; and base vehicle taxes on Kelley Blue Book value.

Should this measure be enacted into law:

Yes

No

*Effective date: 30 days after election, except certain provisions pertaining to Sound Transit.*

# I-976: What would it do?

	<u>Current Law</u>	<u>Under I-976</u>	<u>What does it pay for?</u>
<b>State Taxes and Fees</b>			
<b>Vehicle License Fees</b>	\$30 to 93	Reduced to \$30 unless voter approved	Various highway purposes, incl. State highways and Local roads
<b>Vehicle Weight Fees</b>	\$25-75	Eliminated	Various highway purposes, incl. State highways and Local roads
<b>Snowmobiles</b>	\$50	Reduced to \$30	Snowmobile facilities, safety, enforcement and education programs
<b>Commercial Trailers</b>	\$34 (Registration) \$30 (Renewal)	Registration reduced to \$30 Renewal unchanged	State transportation purposes
<b>Electric Vehicle Fee</b>	\$150	Reduced to \$30	Transportation feasibility studies & other transportation purposes
<b>Transp. Electrification Fee*</b>	\$75	Unchanged	"Green" transportation projects
<b>Other Vehicle-Related Fees</b> (filing and service fees, special license plate fees, etc.)	Various	Unchanged	Administrative costs, etc.
<b>Motor Vehicle Sales/Lease Tax</b>	0.3% of selling price	Eliminated	Multimodal Account, various transportation purposes

# I-976: What would it do?

	<u>Current Law</u>	<u>Under I-976</u>	<u>What does it pay for?</u>
<u>Local Taxes and Fees</u>			
TBD Vehicle License Fees	\$20 to \$80	Eliminated	Local TBD purposes (typically pavement preservation, local road projects)
Local Voter-Approved Passenger-Only Ferry MVET	Up to 0.4% of depreciated value (based on MSRP)	Eliminated	Local passenger-only ferry service
Sound Transit Rental Car Sales Tax	Up to 2.172% of rental price	Eliminated only when outstanding bonds are redeemed or restructured. If bonds not restructured by 3/31/20, future voter approved MVET max reduced to 0.2% of Kelley Blue Book Value.	Debt service on bonds issued for various Sound Transit projects  (Note: WSSCt decision held unaffected by I-776 in 2006)
Sound Transit MVET	<u>Current:</u> 1.1% of depreciated value (based on MSRP) <u>Future:</u> 0.8% of depreciated value (based on MSRP)		

# City of Des Moines TBD revenue

- ▶ **\$40 car tab (Vehicle License Fee) = \$944,000 annually**
  - Funds Arterial Maintenance and Arterial Overlays
- ▶ **If passes, to balance the 2020 Operating Budget impact would be:**
  - Use the Franchise fees to cover Arterial Maintenance (Street Fund)
  - No Arterial or Local Road Overlays
- ▶ **Past and planned uses of past and current TBD funds:**
  - Arterial Maintenance
  - South 223<sup>rd</sup> Street Overlay
  - South 216<sup>th</sup> Street – Segment 3 Overlay portion
  - 16<sup>th</sup> Ave South (south of 272<sup>nd</sup>)
  - Plans for a portion of the North Hill ILA with Highline Water District paving restoration
  - Plans for a portion of the Woodmont Area ILA with Lakehaven Utility paving restoration
  - Plans for a portion 8<sup>th</sup> Ave S ILA with WD 54

# Local Impacts – TBDs

## ▶ OFM Fiscal Note estimates

- Local Direct Revenue Impact: \$2.317 billion over six years (2020–2025)

## Transportation Benefit District Impacts

- Transportation Benefit Districts will lose all VLF revenues.
- Voter-approved TBD sales tax is not affected and will continue.
- TBD Estimates:
  - \$58 million collected in calendar year 2018 (Statewide)
  - OFM estimates of fiscal impact are based on this collection number, not forecast data
  - Currently, according to DOL:
    - *61 jurisdictions collect VLFs, mostly \$20, 10 are between \$20 and \$40, Seattle \$80*

## Forecast DOL Revenue Impacts by Fund Distribution

*(Reflects State Vehicle Fees only)*

*(OFM Fiscal Impact Statement) (prepared using June 2019 TRFC forecast – differs from Legislative Fiscal Note)*

DOL Impacts	Total 2020-25
Multimodal Account (218)	\$ (1,484,121,700)
Motor Vehicle Account (108)	(265,553,425)
WSP Highway Account (081)	(88,573,400)
Transportation Partnership Account (09H)	(45,684,900)
Nickel Account (550)	(20,745,000)
Puget Sound Ferry Operations (109)	(5,446,700)
Rural Arterial Trust Account (102)	(5,013,938)
Transportation Improvement Account (144)	(4,272,075)
Snowmobile Account (01M)	(2,490,100)
<b>Total</b>	<b>\$ (1,922,643,101)</b>

**Multimodal Account** = Safe Routes to School (S. 200<sup>th</sup> St/North Hill Elementary)

**Transportation Improvement Account** = Transportation Improvement Board (TIB) = Impacts unknown currently

# Impacts to Des Moines via the Sound Transit impacts

- ▶ ST3 System Access Funds could be at risk:
- ▶ City recently notified of a ~\$2M award for Barnes Creek Trail Construction along 240<sup>th</sup> to Highline College

## **Recommendation:**

“I move to adopt Draft Resolution No. 19-102, opposing Initiative – 976 on the November 5, 2019 General Election Ballot”



