

AMENDED AGENDA

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

May 7, 2020 – 5:00 p.m.

NOTE: The City of Des Moines is currently operating under a Proclamation of Emergency issued on March 5, 2020 and Governor Inslee's Stay-at-Home order issued March 23, 2020 in response to the COVID-19 Pandemic. Accordingly, this meeting will be held virtually using Zoom.

Public Comment continues to be encouraged and will be accepted in the following manner:

- (1) In writing, either by email to the City Clerk at bwilkins@desmoineswa.gov or by mail; Attn: City Clerk, 21630 11th Avenue S., Des Moines WA 98198 no later than 4:00 on Thursday, May 7, 2020. Only your name and the subject of your public comment will be read into the record at the Council meeting. The full written correspondence will be scanned and attached to the Council packet and uploaded to the website as part of the permanent record.**
- (2) By participation via Zoom. If you wish to provide oral public comment please email the City Clerk no later than 4:00 p.m. on Thursday, May 7, 2020 to receive your Zoom log-in and personal identification number. Please note that Zoom attendees do not interact with one another; they join in listen-only mode until it is their turn to address the Council.**
 - Email Address: bwilkins@desmoineswa.gov**
 - Please Put in Subject Line: Public Comment for May 7, 2020 City Council Meeting**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC VIA ZOOM/Written PUBLIC COMMENT

ADMINISTRATION REPORT

Item 1: COVID 19 UPDATE

Item 2: BUDGET

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

PRESIDING OFFICER’S REPORT

CONSENT CALENDAR

- Item 1: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers through April 30, 2020 in the attached list and further described as follows:
- | | | |
|---------------------------------------------|----------------|----------------|
| Total A/P Checks/Vouchers | #160555-160685 | \$ 686,568.66 |
| Electronic Wire Transfers | # 1431-1445 | \$ 504,363.71 |
| Payroll Checks | # 19378-19379 | \$ 2,761.38 |
| Payroll Direct Deposit | #160001-160144 | \$ 350,077.89 |
| Total Checks and Wires for A/P and Payroll: | | \$1,543,771.64 |
- Item 2: APPROVAL OF MINUTES
Motion is to approve the February 27, 2020 Special Meeting, the February 27, March 26, and the April 9, 2020 Regular Meeting.
- Item 3: 24TH AVE S IMPROVEMENTS PROJECT, KENT-DES MOINES RD. (SR 516) TO S. 223RD ST, 2020-2021 ON-CALL GENERAL CIVIL ENGINEERING SERVICES – CONSULTANT DESIGN TASK ASSIGNMENT 2020-01
Motion 1 is to approve the 2020-2021 On-Call General Civil Engineering Services Task Assignment 2020-01 with Parametrix Inc. to provide engineering services for the 24th Ave South Improvements Project (Kent-Des Moines Rd. (SR 516) to S. 223rd St) in the amount of \$432,993.82, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.
- Motion 2** is to direct staff to make the necessary arrangements to have all of the existing overhead utilities relocated aerially, as needed for construction, on the 24th Ave S Improvements Project (Kent-Des Moines Rd. (SR 516) to S. 223rd St), waiving the requirement for undergrounding of utilities in accordance with DMMC 12.25.110.
- Item 4: SOUTH SOUND BOATING SEASON OPENING DAY
Motion is to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 9, 2020.
- Item 5: SEXUAL ASSAULT AWARENESS MONTH PROCLAMATION
Motion is to approve the Proclamation recognizing April as Sexual Assault Awareness Month.

- Item 6: VAN GASKEN PARK LANDSCAPE DESIGN – TASK ORDER
Motion is to approve a Formal Task Assignment 2020 -02 (Attachment 1) with KPFF Consulting Engineers in the amount of \$123,326.27 to complete the final design of the Van Gasken Park, and authorize the City Manager to sign the Assignment substantially in the form as attached.
- Item 7: CONTRACT WITH FACILITY MAINTENANCE CONTRACTORS FOR JANITORIAL SERVICES IN CITY BUILDINGS
Motion is to award the Goods and Services Contract with Facility Maintenance Contractors (FMC) for janitorial services in City buildings from June 2020 – December 2023 for an estimated annual amount not to exceed \$253,076, and additionally to authorize the City Manager to sign the Contract substantially in the form as submitted.

CONSENT CALENDAR-TENTATIVE ITEMS

The following Consent Calendar items are tentatively scheduled for consideration subject to the May 4, 2020 expiration of Governor Inslee's OPMA Proclamation 20-28. If the Proclamation is extended, the City Council will be prohibited from considering these items and they will be placed on a future agenda.

- ~~Item 8: WOODMONT LANDSLIDE EMERGENCY REPAIRS – CIP BUDGET AMENDMENT AND PROPERTY ACQUISITION
Motion 1 is to direct City Staff to bring forward a budget amendment to the 2020-2025 Capital Improvement Plan and the 2020 Capital Budget to include the Woodmont Emergency Landslide Repairs.
Motion 2 is to ratify and approve the executed Vacant Land Purchase and Sale Agreement for the purchase of the property identified by King County Tax Parcel Number 9536600530 in Des Moines, for the purchase price of \$15,000.00 plus closing costs, and direct City Staff to bring forward a budget amendment to the 2020-2025 Capital Improvement Plan and the 2020 Capital Budget reflecting the cost for the purchase.~~
- ~~Item 9: 2020 SURFACE WATER COMPREHENSIVE PLAN UPDATE: CONSULTANT ON-CALL AGREEMENT TASK ASSIGNMENT FOR ENGINEERING SERVICES
Motion is to approve the 2020-2021 On-Call General Civil Engineering Services Task Order Assignment 2020-01 with Parametrix, that will provide a mid-plan update to the City's current Surface Water Comprehensive Plan in the amount of \$135,535.74, plus a 10% contingency, and further authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted.~~

EXECUTIVE SESSION

NEXT MEETING DATE

May 14, 2020 City Council Regular Meeting

ADJOURNMENT

EXECUTIVE SESSION

NEXT MEETING DATE

May 14, 2020 City Council Regular Meeting

ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval

May 7, 2020

Auditing Officer Certification

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

As of **May 7, 2020** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through April 30, 2020 and payroll transfers through April 20, 2020 included in the attached list and further described as follows:

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



Beth Anne Wroe, Finance Director

	# From		# To	Amounts
Claims Vouchers:				
Total A/P Checks/Vouchers	160555	-	160685	686,568.66
Voided Checks		-		0.00
Electronic Wire Transfers	1431	-	1445	504,363.71
Total claims paid				1,190,932.37
Payroll Vouchers				
Payroll Checks	19378	-	19379	2,761.38
Direct Deposit	160001	-	160144	350,077.89
Total Paychecks/Direct Deposits paid				352,839.27
Total checks and wires for A/P & Payroll				1,543,771.64

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MINUTES

SPECIAL MEETING TO HOLD AN EXECUTIVE SESSION

February 27, 2020

CALL MEETING TO ORDER

The Special Meeting was called to order by Mayor Pina at 6:04 p.m. in the Council Chambers.

ROLL CALL

Council present:

Mayor Matt Pina; Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris and Jeremy Nutting.

Council Absent:

Councilmember Anthony Martinelli

Others Present:

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Finance Director Beth Anne Wroe; and Human Resource Director Adrienne Johnson.

PURPOSE

The purpose of the Special Meeting was to hold an Executive Session to discuss the Labor Negotiations under RCW 42.30.140(4)(a) and Property Acquisition under RCW 42.30.110(1)(b). The Executive Session was expected to last 30 minutes.

No formal action was taken.

The Executive Session lasted 30 minutes.

The meeting adjourned at 6:54 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

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

February 27, 2020 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Buxton.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris, and Jeremy Nutting.

Councilmember Anthony Martinelli was absent.

Direction/Action

Motion made by Deputy Mayor Mahoney to excuse Councilmember Martinelli; seconded by Councilmember Bangs.
Motion passed 6-0.

Staff present:

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Finance Director Beth Anne Wroe; Deputy Finance Director Shawn Hunstock; Chief of Police Ken Thomas; Harbormaster Scott Wilkins; Public Works Director Brandon Carver; Human Resource Director Adrienne Johnson-Newton; Judge Lisa Leone; Court Administrator Jennefer Johnson; Emergency Preparedness Manager Shannon Kirchberg; Management Analyst Rochelle Sems; Civil Engineer I Ben Stryker; Land Use Planner II Eric Lane; and City Clerk/Communications Director Bonnie Wilkins.

CORRESPONDENCE

- There were no correspondences

COMMENTS FROM THE PUBLIC

- Mac McGlynn, Des Moines, Councilmember Harris

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Buxton

- Sound Cities Association Dinner
- Tales of Adventures of Old Military Road Event at the Quarterdeck
- Des Moines Farmer Market Meeting
- Soundside Alliance for Economic Development
- Ribbon Cutting for Aesthetic Specialists
- Commented on Consent Calendar Item #5, Item #7, and Item #8

Councilmember Bangs

- Commented on Consent Calendar Item #8
- Ribbon Cutting for Aesthetic Specialists
- Tales of Adventures of Old Military Road Event at the Quarterdeck
- Black History Month

Councilmember Nutting

- No Report

Councilmember Harris

- Sound Cities Association Dinner
- Reach Out Des Moines Meeting
- Port Package
- Doctor Martin Luther King

Deputy Mayor Mahoney

- Tales of Adventures of Old Military Road Event at the Quarterdeck
- SCATBd Meeting
- Destination Des Moines Meeting
- Mount Rainier Coaching Staff
- Commented on Consent Calendar Item #8

PRESIDING OFFICER'S REPORT

- Waterland Weekend
- Council Committee Assignments
- Steven J Underwood Memorial Scholarship Fund

Direction/Action

Motion made by Mayor Pina to transfer \$1000 from the Hearts and Minds Fund to the Steven J Memorial Scholarship Fund; seconded by Councilmember Nutting.

Motion passed 6-0.

Council had 15 seconds of silence for the passing of community member Toni Overmyer.

ADMINISTRATION REPORT

- Judge Leone announced Court Administrator Jennefer Johnson was awarded Court Administrator of the Year
- Chief Strategic Officer Susan Cezar introduced 2 new staff member Land Use Planner II Eric Lane, and Management Analyst Rochelle Sems
- Public Works Director Brandon Carver introduced a new staff members, Civil Engineer I Ben Stryker and Land Use Planner II Eric Lane
- City Manager Matthias acknowledged Human Resource Director Adrienne Johnson
- Emergency Preparedness Manager Shannon Kirchberg gave Council an update on the Coronavirus (COVID-19)
- Finance Director Beth Anne Wroe gave Council a finance update
- Chief Operations Officer Dan Brewer gave Council a PowerPoint update on the Federal Way Link Extension Sound Transit project

- Sound Transit Acting Project Director Bob Nickols and Kiewit Project Manager Erik Nelson gave PowerPoint Presentations to Council
- City Manager Michael Matthias gave Council an update on Aviation Issues

CONSENT CALENDAR

- Item 1: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers through February 20, 2020 included in the attached list and further described as follows:
- | | | |
|---------------------------------------------|----------------|----------------|
| Total A/P Checks/Vouchers | #160170-160261 | \$ 612,619.41 |
| Electronic Wire Transfers | # 1399 - 1412 | \$ 703,115.71 |
| Payroll Checks | # 19357-19360 | \$ 3,843.31 |
| Payroll Direct Deposit | # 80001-80186 | \$ 379,761.49 |
| Total Checks and Wires for A/P and Payroll: | | \$1,699,399.92 |
- Item 2: APPROVAL OF MINUTES
Motion is to approve the January 9, January 23, February 13, 2020 City Council Regular Meetings, the January 23, 2020 Special Meeting, and the February 6, 2020 Study Session Minutes.
- Item 3: DSHS – INTERLOCAL DATASHARE AGREEMENT
Motion is to approve the Interlocal Datashare Agreement with DSHS for benefits verification system and authorize the City Manager to sign the Agreement substantially in the form as attached.
- Item 4: DRAFT ORDINANCE 20-016: INCREASING IMPREST CASH FUNDS
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 20-016 on first reading.
Motion 2 is to adopt Draft Ordinance No. 20-016, amending DMMC 3.60.010 to increase the imprest cash funds from \$8,000 to \$14,000.
- Item 5: INTERFUND LOAN FOR THE PURCHASE OF THE IN-CAR “DASHBOARD” CAMERA SYSTEMS
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 20-014 on first reading.
Motion 2 is to enact Draft Ordinance No. 20-014 authorizing an interfund loan of \$104,650 from the Equipment Rental Replacement Fund to the General Fund for the purchase of In-Car “Dashboard” Camera Systems.
- Item 6: PUBLIC DEFENSE SERVICE CONTRACT ASSIGNMENT AND EXTENSION
Motion is to approve the contract assignment and extension for indigent public defense services and to authorize the City Manager to sign the contact substantially in the form as attached.
- Item 7: INTERAGENCY AGREEMENT WITH HIGHLINE COLLEGE FOR THE SMALL BUSINESS DEVELOPMENT CENTER
Motion is to approve the Interagency Agreement with Highline College for support of the Small Business Development Center, and authorize the City Manager to sign the agreement substantially in the form as submitted.

Item 8: DRAFT ORDINANCE NO. 20-013: ESTABLISHING A CUSTODIAL FUND AND AN AFFORDABLE HOUSING SALES TAX FUND IN TITLE 3
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 20-013 on first reading.

Motion 2 is to adopt Draft Ordinance No. 20-013, establishing a Custodial Fund and an Affordable Housing Sales Tax Fund in Title 3.

Direction/Action

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

NEXT MEETING DATE:

March 12, 2020 City Council Regular Meeting.

ADJOURNMENT

Direction/Action

Motion made by Councilmember Nutting to adjourn; seconded by Councilmember Bangs.
Motion passed 6-0.

The meeting adjourned at 8:44 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

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

March 26, 2020 – 5:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Pina.

ROLL CALL

Council present: Mayor Matt Pina

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

Staff present: City Manager Michael Matthias; Chief Strategic Officer Dan Brewer; City Attorney Tim George; Police Chief Ken Thomas; and City Clerk/Communications Director Bonnie Wilkins.

COMMENTS FROM THE PUBLIC, read into the record by the City Clerk

- Yoshiko Grace Matsui, Des Moines, Council Rule 7.1
- Tad Doviak, Des Moines, Downtown Signage
- Will Huisigh, Des Moines, Leadership

ADMINISTRATION REPORT

- City Manager Matthias gave Council a PowerPoint update on Emergency Management.
- Fire Chief Vic Pennington of South King Fire & Rescue gave Council an update on First Responders and Emergency Operations Center.
- Police Chief Thomas gave a briefing on Police Department and Emergency Operations Center.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

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

Total A/P Checks/Vouchers	#160262-160459	\$1,515,561.24
Electronic Wire Transfers	# 1406-1406	\$ 57.00
Electronic Wire Transfers	# 1413-1428	\$ 799,031.76
Payroll Checks	# 19361-19368	\$ 4,552.61
Payroll Direct Deposit	#100001-100191	\$ 381,451.67
Payroll Checks	# 19369-19372	\$ 5,791.96
Payroll Direct Deposit	#120001-120179	\$ 366,740.11

Total Checks and Wires for A/P and Payroll: \$3,073,186.35

Item 2:

COVID-19 EMERGENCY DRAFT RESOLUTION

Motion is to approve Draft Resolution 20-020 accepting findings of fact and ratifying and confirming the City Manager's Proclamation of Emergency on March 5, 2020, in the City of Des Moines due to the novel coronavirus disease 2019.

Direction/Action

Motion made by Councilmember Bangs to approve the consent calendar; seconded by Councilmember Nutting.

Councilmember Martinelli pulled Consent Calendar Item #2.

Mayor Pina called on each Councilmember individually for the vote

Deputy Mayor Mahoney – aye
 Councilmember Martinelli – aye
 Councilmember Bangs – aye
 Councilmember Nutting – aye
 Councilmember Harris – aye
 Councilmember Buxton – aye
 Mayor Pina - aye

The remainder of the Consent Calendar passed 7-0.

Direction/Action

Motion made by Councilmember Martinelli to direct city staff to study whether or not the City has the legal authority on moratorium on late fees while there is a moratorium on evictions and to discuss this item at the April 9th Council Meeting; seconded by Councilmember Harris.

Mayor Pina called on each Councilmember individually for the vote

Deputy Mayor Mahoney – nay
 Councilmember Martinelli – aye
 Councilmember Bangs – nay
 Councilmember Nutting – nay
 Councilmember Harris – aye
 Councilmember Buxton – nay
 Mayor Pina - nay

The motion failed 5-2.

Motion made by Mayor Pina to approve Consent Calendar Item #2; seconded by Councilmember Nutting.

Mayor Pina called on each Councilmember individually for the vote

Deputy Mayor Mahoney – aye
 Councilmember Martinelli – aye
 Councilmember Bangs – aye
 Councilmember Nutting – aye

Councilmember Harris – aye
Councilmember Buxton – aye
Mayor Pina - aye

The motion passed 7-0.

NEXT MEETING DATE:

April 9, 2020 City Council Regular Meeting.

ADJOURNMENT

Direction/Action

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

Mayor Pina called on each Councilmember individually for the vote

Deputy Mayor Mahoney – aye
Councilmember Martinelli – aye
Councilmember Bangs – aye
Councilmember Nutting – aye
Councilmember Harris – aye
Councilmember Buxton – aye
Mayor Pina - aye

The motion passed 7-0.

The meeting adjourned at 6:06 p.m.

Minutes Approved at the _____ Council Meeting.

AMENDED MINUTES

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

April 9, 2020 – 5:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by City Clerk/Communications Director Bonnie Wilkins.

ROLL CALL

Council present: Mayor Matt Pina

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

Staff present: City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Finance Director Beth Anne Wroe; and City Clerk/Communications Director Bonnie Wilkins.

City Attorney Tim George attended the meeting telephonically.

COMMENTS FROM THE PUBLIC, read into the record by the City Clerk

- Celeste Pena, Des Moines, Bannan late fees
- Bill Barther, Des Moines, Late fees
- Aaryn Schlosser, Des Moines, Late Fee Ban
- Rob Cook, Des Moines, Late Fee Ban
- Amber, Des Moines, Late Fees
- Mary Schuster, Des Moines, Moratorium on Late Fees
- Jennifer Ducharme, Des Moines, Late Fees
- Alena Rogers, Des Moines, Plans on assisting residents and Emergency Preparedness
- David Litowitz, Des Moines, Covid-19 Crisis
- Alena Rogers, Des Moines, Helping citizens struggling

ADMINISTRATION REPORT

- Legislative Update
 - Puget Sound Regional Council Passenger Ferry Service
 - \$350,000 Grant for Redondo Fishing Pier
- Port Grant
- Activity Center Senior Lunches
- Preliminary Financial Picture Relative to the Covid-19 Virus PowerPoint

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Harris

- Port Package
- Small Business Grant

Councilmember Martinelli

- Thanked Staff, First Responders, and Residents for everything they are doing to get through this pandemic
- **Late rental fees, utility payments and food banks policies**

Councilmember Bangs

- Tour of the EOC (Emergency Operations Center)

Councilmember Nutting

- 216th paving

Councilmember Buxton

- Thanked City Staff, Both Chief's, Civic Leaders
- Agencies that the City of Des Moines Supports
- Commented on Consent Calendar Item #1 and Item #2

Deputy Mayor Mahoney

- Acknowledged Medical Professionals
- Parking Closures
- Des Moines Businesses
- Acknowledged City Staff
- North Hill Elementary School Teachers
- Social Media Comments
- Emergency Operations Center

PRESIDING OFFICER'S REPORT

- Thanked First Responders, Medical Professionals, Grocery and Delivery Workers, Truck Drivers, Restaurants, Community Members and all Citizens that are observing the Social Distancing and Stay at Home policies
- Councilmember's Actions in the Community

CONSENT CALENDAR

Item 1:

APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through April 2, 2020 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#160460-160554	\$524,803.77
Electronic Wire Transfers	# 1429-1430	\$77,551.94
Payroll Checks	# 19373-19377	\$466.30
Payroll Direct Deposit	#140001-140184	\$372,651.59

Total Checks and Wires for A/P and Payroll: \$975,473.60

Item 2: 24TH AVENUE S & S 208TH STREET INTERSECTION IMPROVEMENTS PROJECT PUBLIC WORKS CONTRACT
Motion is to award the Public Works Contract with Totem Electric of Tacoma, Inc. for the 24th Ave S & S 208th St Intersection Improvements Project, in the amount of \$455,252.69, authorize a construction project contingency in the amount of \$45,600.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.

Item 3: BARNES CREEK TRAIL PROJECT – 16TH AVENUE S (MASSEY CREEK TO KENT DES MOINES ROAD) PUBLIC WORKS CONTRACT
Motion is to award the Public Works Contract with Hcon, Inc. for the Barnes Creek Trail Project – 16th Ave S (Massey Creek to Kent Des Moines Road), in the amount of \$442,246.25, authorize a construction project contingency in the amount of \$25,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.

Direction/Action

Motion made by Councilmember Bangs to approve the consent calendar; seconded by Councilmember Nutting.

Mayor Pina called on each Councilmember individually for the vote

Deputy Mayor Mahoney – aye
Councilmember Martinelli – aye
Councilmember Bangs – aye
Councilmember Nutting – aye
Councilmember Harris – aye
Councilmember Buxton – aye
Mayor Pina - aye

The motion passed 7-0.

NEW BUSINESS

Item 1: DRAFT ORDINANCE NO. 20-023 SUSPENDING RESTRICTIONS ON USE OF ONE-TIME REVENUE TO ADDRESS COVID-19 PANDEMIC
Staff Presentation: Finance Director Beth Anne Wroe

Finance Director Wroe gave a presentation to Council.

Direction/Action

Motion 1 made by Councilmember Nutting to suspend Rule 26(a) in order to enact Draft Ordinance No. 20-023 on first reading; seconded by Councilmember Bangs.

Mayor Pina called on each Councilmember individually for the vote

Deputy Mayor Mahoney – aye
Councilmember Martinelli – nay
Councilmember Bangs – aye
Councilmember Nutting – aye
Councilmember Harris – aye

Councilmember Buxton – aye
Mayor Pina - aye

The motion passed 6-1.

Motion 2 made by Councilmember Nutting to enact Draft Ordinance No. 20-023, amending DMMC 3.100.020, and suspending the restriction on the use of one-time revenue in the general fund budget for the year 2020; seconded by Councilmember Bangs.

Mayor Pina called on each Councilmember individually for the vote

Deputy Mayor Mahoney – aye
Councilmember Martinelli – aye
Councilmember Bangs – aye
Councilmember Nutting – aye
Councilmember Harris – aye
Councilmember Buxton – aye
Mayor Pina - aye

The motion passed 7-0.

NEXT MEETING DATE:

May 7, 2020 City Council Regular Meeting.

ADJOURNMENT

Direction/Action

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

Mayor Pina called on each Councilmember individually for the vote

Deputy Mayor Mahoney – aye
Councilmember Martinelli – aye
Councilmember Bangs – aye
Councilmember Nutting – aye
Councilmember Harris – aye
Councilmember Buxton – aye
Mayor Pina - aye

The motion passed 7-0.

The meeting adjourned at 6:28 p.m.

Minutes Approved at the _____ Council Meeting.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 24th Ave S Improvements Project, Kent-Des Moines Rd. (SR 516) to S. 223rd St, 2020-2021 On-Call General Civil Engineering Services – Consultant Design Task Assignment 2020-01

ATTACHMENTS:

1. Parametrix Inc. 2020-2021 On-Call General Civil Engineering Services Task Assignment 2020-01
2. 2020 – 2025 CIP Budget Worksheets
3. TIB Award Letter

FOR AGENDA OF: May 7, 2020

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: April 30, 2020

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: David J. [Signature]

- Legal /s/ Tim George
 Finance Catherine [Signature]
 Courts N/A
 Police N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: Michael [Signature]

This Agenda Item has been identified as "Routine and Necessary" pursuant to the Governor's Proclamation 20-28 issued on March 24, 2020. The City's Public Works 2020-2021 On-Call General Civil Engineering Services Task Order Assignment 2020-01, for the 24th Ave S Improvements Project, Kent-Des Moines Rd. (SR 516) to S. 223rd St, utilizes standardized forms consistent with all City Public Works projects.. The project is also listed as a priority within the City's current Capital Improvement Plan (CIP) and Transportation Improvement Plan (TIP). Both of these plans were previously discussed and adopted by the City Council in an open public meeting. Additionally, items of this type are historically placed on the Council Consent Calendar as they are considered "routine" under City Council Rule of Procedure 20(k)(1).

The approval of the 2020-2021 On-Call General Civil Engineering Services Task Order Assignment 2020-01, for the 24th Ave S Improvements Project, Kent-Des Moines Rd. (SR 516) to S. 223rd St, is necessary to continue multimodal transportation system safety and operational improvements consistent with the CIP and TIP. Additionally, delaying the consultant design task assignment would likely result in a negative financial consequence to the City. A significant delay in the consultant design task assignment could jeopardize any future TIB project funding opportunities.

Purpose and Recommendation

The purpose of this agenda item is for City Council to approve the 2020-2021 On-Call General Civil Engineering Services Task Assignment 2020-01 (Attachment 1) with Parametrix Inc. to provide Preliminary Engineering design and permitting services for the 24th Ave S Improvements Project (Kent-Des Moines Rd. (SR 516) to S. 223rd St) and to direct staff to have all existing overhead utilities relocated aerially, as needed for construction of the 24th Ave S Improvements Project (Kent-Des Moines Rd. (SR 516) to S. 223rd St), waiving the requirement for undergrounding of utilities. The following motions will appear on the Consent Agenda:

Suggested Motion

Motion 1: “I move to approve the 2020-2021 On-Call General Civil Engineering Services Task Assignment 2020-01 with Parametrix Inc. to provide engineering services for the 24th Ave South Improvements Project (Kent-Des Moines Rd. (SR 516) to S. 223rd St) in the amount of \$432,993.82, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.”

Motion 2: “I move to direct staff to make the necessary arrangements to have all of the existing overhead utilities relocated aerially, as needed for construction, on the 24th Ave S Improvements Project (Kent-Des Moines Rd. (SR 516) to S. 223rd St), waiving the requirement for undergrounding of utilities in accordance with DMMC 12.25.110.”

Background

Motion 1:

Roadway widening and improvement of 24th Ave S, Kent-Des Moines Rd (SR516) to S 223rd St, is an element of the adopted City of Des Moines Comprehensive Transportation Plan (CTP), Transportation Improvement Plan (TIP), and Capital Improvement Plan (CIP). This project is Segment 2 of the 24th Ave S Corridor Improvements, with future Segment 1 improvements designated between S 223rd St and S 216th St.

The 24th Ave S corridor is a critical north-south arterial roadway connecting Kent-Des Moines Road, two public schools, and multiple churches with the Des Moines Creek Business Park, Federal Aviation Administration regional headquarters, Prologis, SeaTac commercial aviation support, Angle Lake Sound Transit Light Rail Station, and SeaTac International Airport. The recently completed Transportation Gateway Projects just north of the project on S 216th Street and 24th Ave S, between S 216th Street and S 208th Street, have supported growing capacity and development as defined in the City’s Comprehensive Transportation Plan.

This project proposes to construct sidewalks, bike lanes, reduced travel lane widths for traffic calming, two-way left turn lane, storm drainage, and illumination. The project will improve non-motorized user safety by the construction of bike lanes and ADA sidewalks on both sides of the roadway and enhanced pedestrian crossings near Midway Elementary and Pacific Middle schools.

During major storms the drainage system along the east side of 24th Ave S often exceeds the system capacity and will flow over 24th Ave S. These overflows are then conveyed along the west side of 24th Ave S, bypassing the trunk line and flooding properties south of Pacific Middle School and S 227th

Street. The trunk line along the east side of 24th Ave S conveys flows to the City Park detention facility which is sized to accommodate future storm events. This project is recommended in the 1992 Massey Creek Basin Plan and is identified as Projects No. 5 and 23 of the 2015 Surface Water Comprehensive Plan.

At the February 13, 2020 City Council meeting, the City Council accepted \$3,663,432 from the Washington State Transportation Improvement Board (TIB) for project funding support to complete design, Right-of-Way Acquisition, and construction.

Motion 2:

It is the policy of the City to require the underground installation of all new or relocated electrical and communication franchise facilities on all streets undergoing roadway improvements. Generally, under the various franchise agreements, utility undergrounding is a shared cost with the City. This franchise utility undergrounding policy has exceptions that apply to City Public Work's projects.

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

12.25.110 Improvement of Streets – Utility Undergrounding.

The City Council, when ordering the improvement of a street, shall determine whether the relocation of electrical and communication systems underground is required, and if so, the manner of payment. [Ord. 1578 § 83, 2013.]

The City Council has previously waived undergrounding requirements on Public Work's projects located on 16th Ave S between S 260th St and S 272nd St, and S 268th Street between 16th Ave S and Pacific Highway S. These projects provided improved connectivity and safety for both pedestrian and vehicular users. The improved 16th Ave S and S 268th St corridors relocated aerial facilities behind newly constructed sidewalk, limiting their impact to users.

Discussion

Motion 1:

In order to fulfill the project design and permitting requirement, consultant support will be needed. The City's 2020-2021 On Call is utilized to select a consultant based on ability to perform the work and current availability.

Specific elements of work included within the Consultant Services Contract include:

- Preliminary Engineering (Survey, Geotechnical, Utility Coordination, Cultural and Historical Resources Survey)
- Environmental Permitting (SEPA)
- Final Design (TESC, Demolition, Roadway Plans, Storm Drain Plans, Channelization, ADA Pedestrian Facilities, Driveway Plans, Illumination Plans, Enhanced Crossing Details, Retaining Wall Plans, Traffic Control Plans)

This Task Assignment with Parametix will focus on design, permitting, and preliminary ROW tasks. These efforts will allow project advancement into Right-of-Way acquisition and ultimately construction subject to City Council approval.

Motion 2:

DMMC 12.25.110 allows for the City Council, when ordering the improvement of a street, to determine whether the undergrounding of relocated electrical and communication systems is required. By proceeding with no undergrounding of utilities, this project will be able to proceed within the constraints of the current CIP budget. The cost to underground utilities within the project is estimated at approximately \$750,000 to \$1,000,000, which the project budget does not support at this time. The City Council has accepted a grant from TIB, and those funds cannot be used for the costs of undergrounding of utilities. The City's portion of the costs for undergrounding of utilities is entirely the City's responsibility and is not eligible to be paid for by grant funding.

The 24th Ave S project corridor is within a residential area and serves as access to Pacific Middle School, Midway Elementary, and various churches. The project corridor has a very different feel from 24th Ave S north of 216th St, which is located entirely within a commercially zoned area. The Transportation Gateway Projects in these commercial zones are designed with additional urban design features, not typically constructed in residential areas, which included relocating aerial facilities underground.

Alternatives*Motion 1:*

The City Council could elect not to approve the 2020-2021 On-call General Civil Engineering Services Task Order 2020-01 with Parametrix Inc. for engineering services. The City does not have adequate resources to complete this design and the project would be placed on hold. This will delay the project as well as jeopardize the current and any future TIB project funding opportunities.

Motion 2:

The City Council could elect not to waive the requirement for undergrounding of utilities in accordance with Chapter 12.25.110 of the DMMC and direct staff to review all available funding resources for the undergrounding of utilities. This will delay the design of the project and potentially place TIB funds at risk.

Financial Impact*Motion 1:*

The City's 2020-2025 CIP Budget Worksheets include revenue to achieve full funding for this Consultant Services Contract (Attachment 2).

Motion 2:

The Project will not incur additional costs associated with Franchise Utility Undergrounding.

Recommendation

Staff recommends adoption of motions 1 and 2.



FORMAL TASK ASSIGNMENT DOCUMENT

Task Number TA 2020-01

The general provisions and clauses of Agreement 19-162

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

Location of Project: 24th Avenue South from Kent-Des Moines Road to South 223rd Street

Des Moines, Washington

Project Title: 24th Avenue South

Maximum Amount Payable Per Task Assignment: \$432,993.82

Completion Date: May 31, 2021

Description of Work: See attached Scope of Work.

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Attachment Dated: _____

Consultant Signature: John C. [Signature] Date: 4/29/2020

Agency Approving Authority: _____ Date: _____

SCOPE OF WORK

City of Des Moines
24th Avenue South

PROJECT UNDERSTANDING

The City of Des Moines has requested that Parametrix prepare this scope of services for the design of the Phase 1 improvements to 24th Avenue South from Kent-Des Moines Rd to S 223rd St. The project will improve safety and mobility for all modes of transportation and will include the following improvements:

- Curb, gutter, bike lanes and sidewalks (both sides).
- Reduced travel lane widths to reduce operating speeds and calm traffic.
- Continuous center turn lane.
- Storm drainage improvements that will convey regional drainage (24th Ave Pipeline Replacement Project).
- Enhanced pedestrian crossings near Midway Elementary, Pacific Middle School and Mt. Rainier High School.
- Street Lighting.

SCHEDULE

The budget estimate assumes that all work included in this scope of services will be completed within twelve (12) months of receipt of notice to proceed.

Task 01 – Project Management & QA/QC

Approach

Parametrix will be responsible for continuous tracking and contract administration of this project, including preparing monthly invoices, coordination of work efforts with the City's project manager, and coordination with subconsultants. Parametrix's project manager will have routine phone and email contact with the City's project manager on an as-needed basis with regard to scope, schedule, budget, and invoicing issues.

This task also includes independent review of all project deliverables by a qualified and licensed professional to ensure that each project deliverable meets the standard of care for our industry and best meets the City's needs.

Assumptions

- The budget estimate assumes that the project will be completed within 12 months of the Notice to Proceed.

Deliverables

- Monthly invoices and progress reports.

Task 02 – Mapping

Approach

Survey crews will supplement previous topographic mapping efforts done along this route, primarily along the west side of 24th Ave. S. where previous mapping stopped at the back of walk, and at the intersection of S. Kent Des Moines Rd. In addition, expanded coverage will occur at S. 230th St., S. 227th Pl., S. 226th St., S. 224th St., and S. 223rd St. Coverage is intended to be 100 feet down these side roads. This will include, but not be limited to, channelization, curbs, flow lines, crown, sidewalk, visible utilities, etc. In addition, conductible utilities will be marked by a subconsultant hired by Parametrix and included in base mapping. Storm and Sewer structures in this vicinity will also be opened with an attempt to gather invert elevation information. This field data will then be processed into Civil 3D and a surface will be created at 1-foot contour intervals. Right-of-way will be shown per available public records, based on monumentation found in the field.

Assumptions

- Horizontal Datum will be NAD 83/11, while Vertical Datum will be NAVD88, based on control previously set by Parametrix along this route.
- Parametrix will engage a private utility locate firm to mark underground utilities prior to field work.
- Base map will be developed using Parametrix Survey Mapping Standards.
- Setting of property corners, or similar is not included.

Deliverables

- Base map will be prepared in AutoCad Civil 3D, version 2016 per previous base mapping but will be updated to AutoCAD 2020.

Task 03 – Geotechnical

Approach

See attached scope of work prepared by Icicle Creek Engineers, Inc.

Assumptions

See attached scope of work prepared by Icicle Creek Engineers, Inc.

Deliverables

See attached scope of work prepared by Icicle Creek Engineers, Inc.

Task 04 – Utility Coordination

Approach

- Parametrix will prepare a utility conflict map showing anticipated and/or potential conflicts between utilities as located in the field and the proposed improvements.
- The City will schedule and facilitate all utility coordination meetings.

Assumptions

- The CITY will schedule utility coordination meetings and serve as the primary point of contact for UTILITIES that will be required to relocate facilities.

Deliverables

- Utility conflict plans in PDF format.

Task 05 – SEPA Checklist

Approach

Parametrix will complete documentation necessary to support the City in complying with SEPA. A SEPA checklist will be completed for a SEPA determination which is anticipated to be a Determination of Non-Significance (DNS) or a Mitigated DNS.

Assumptions

- A DNS or MDNS will be SEPA determination; the CITY will be the SEPA lead agency.
- No impacts to wetlands or waters will occur as part of the project.
- No endangered species or critical habitats are present within the area. A Biological Assessment will not be required.
- The project will not have impacts to 6(f) properties (parks or other locations that have received Land and Water Conservation Funding).
- The project will have no adverse effects to 4(f) properties. A technical report for 4(f) is not included in the scope and budget.
- The project will have no adverse impacts to cultural or historical resources.

Deliverables

- Draft and Final SEPA checklist

Task 6 – Cultural and Historic Resources

Approach

See attached scope of work from Willamette CRA for the cultural and historic resources survey and associated documentation necessary to comply with Executive Order 05-05.

Assumptions

See attached scope of work from Willamette CRA.

Deliverables

See attached scope of work from Willamette CRA Inc.

Task 7 – Preliminary Design (30%)

Approach

Parametrix will prepare preliminary plans to approximately a 30% design level. The design will establish the “footprint” of the project ensuring the project can be constructed within the existing right-of-way; include sufficient detail to provide information for environmental documentation (SEPA); and provide a basis for an opinion of cost. The approach for completing this task includes the following:

- The preliminary plans will be prepared by the Engineer and are anticipated to include the plan sheets as shown in the attached sheet index, EXCEPT:
 - Intersection Grading – to be provided at 90%
 - Curb Ramp Details – to be provided at 90%
 - Driveway Details – to be provided at 90%
 - Traffic Control Plans – to be provided at 90%
 - Details – some details for enhanced crossings, retaining walls and miscellaneous details may be provided at the 90% submittal
- Parametrix will prepare a DRAFT Technical Information Report documenting how the project will meet the minimum requirements of the City’s adopted Stormwater Manual.
- Parametrix will prepare an opinion of cost based on the preliminary plans.

Assumptions

- Documents and figures will be prepared using Parametrix’s internal company production standards.
- Plans will be prepared using AutoCAD Civil 3D version 2020 or later.

Deliverables

- Half-size (11”x17”) preliminary plans in electronic format (PDF).
- Preliminary opinion of cost in Microsoft (MS) Excel format.
- DRAFT Stormwater Site Plan in electronic format (PDF).

Task 8 – Final Design and Contract Documents

Goal

To prepare 90% design-level plans, contract documents, and opinion of cost for review by the City, and subsequently prepare final plans, contract bid documents, and opinion of cost for bidding.

Approach

The approach for completing this task includes the following:

- Following acceptance of the Preliminary Design and delivery of comments from the City to Parametrix, Parametrix will prepare 100% plans and contract documents in accordance with the City’s design guidelines.

- The 90% and Final Plans are assumed to be consistent with the attached sheet index.
- Parametrix will prepare the contract documents (contract and technical specifications) to approximately a 90% level of completion and prepare an opinion of cost based upon the work included in the 90% plans. The City will review the 90% submittal and return written comments to Parametrix for incorporation into the final bidding documents.
- Parametrix will update the DRAFT Technical Information Report (TIR) and will prepare a Final TIR. Parametrix will also prepare a DRAFT SWPPP for use by the City for permitting and by the Contractor during construction.

Assumptions

- The City will provide their legal documents and contract boilerplate to Parametrix in electronic format (MS Word format assumed).
- The contract documents will be prepared using the 2020 WSDOT Standard Specifications.

Deliverables

- Final TIR and SWPPP in PDF format.
- Draft 90% plans, contract documents and opinion of cost in electronic (PDF/MS Word/MS Excel) format for review by the City.
- Final bidding documents will include five (5) sets of contract documents including contract specifications and half size (11"x17") plans and an electronic (PDF) copy of the same for use by online bidding centers.
- Parametrix will provide an electronic copy of the final opinion of cost (MS Excel format) for use in preparing bid tabulations.

END OF SCOPE OF SERVICES

SHEET INDEX

Sheet Index	Sheets
Cover, Vicinity Map, Sheet Index	2
Legend & Symbols	1
Existing Conditions/Horizontal Control Plan	5
Typical Roadway Sections	2
Demolition & TESC (aka Site Prep)	5
Roadway Plan & Profile	10
Storm Drain Plan & Profile	10
Channelization & Signing Plan	11
Intersection Grading Plan	6
Curb Ramp Details	6
Driveway Details	20
Illumination Plan & Details	7
Driveway Details	4
Enhanced Crossings, Details	10
Retaining Wall Plan and Profile	6
Traffic Control Plans	<u>6</u>
Totals	111

April 23, 2020

Austin Fisher, PE
 Parametrix, Inc.
 1019 – 39th Avenue NE, Suite 100
 Puyallup, Washington 98374

Scope of Services and Fee Estimate
 Geotechnical Engineering Services
 24th Avenue South Improvements
 Des Moines, Washington
 ICE File No. 1082-004

INTRODUCTION

Icicle Creek Engineers (ICE) is pleased to present this Scope of Services and Fee Estimate for geotechnical engineering services related to the proposed 24th Avenue South improvements for the City of Des Moines, Washington. Our services were requested by Austin Fisher, PE with Parametrix on February 11, 2020.

Mr. Fisher provided ICE with the following preliminary plans for this project.

- Parametrix, June 2018, *24th Avenue S Sidewalk Improvements, Roadway Plan Alternative 2*, sheets RD1 through RD5.
- Parametrix, June 2018, *24th Avenue S Sidewalk Improvements, Typical Roadway Section*, sheet RD6.

PROJECT UNDERSTANDING

Based on communications with Mr. Fisher and the preliminary project plans, the 24th Avenue South project will include new road surfacing, concrete sidewalks, retaining walls, illumination (lighting) and stormwater management. The project alignment on 24th Avenue South extends from South Kent-Des Moines Road to the intersection with South 216th Street.

Specific details of these improvements are not known at this time. The existing road may be overlain or reconstructed. The type of retaining wall(s) are not known but could be up to 8-feet high. We expect that these walls will be conventional concrete or gravity block walls. In cut areas, rockeries may be considered. The preferred method of stormwater disposal is infiltration, dispersion, or use of an underground vault to detain stormwater for controlled release to the storm system.

SCOPE OF SERVICES

General

The purpose of our services is to evaluate the subsurface soil and groundwater conditions, including the hydrogeologic conditions, along the project alignment as a basis for developing geotechnical recommendations and related design criteria for the proposed improvements. Specifically, our scope of services includes the following:

Road and Sidewalk Improvements

- Review available topographic, geologic and hydrogeologic information on file with the Washington State Department of Natural Resources and the US Geological Survey.

- Complete field reconnaissance and evaluate the condition of the existing pavement.
- Apply for a Street Use Permit with the City of Des Moines for the planned drilling.
- Drill three to five test borings to depths of up to about 9 feet to evaluate existing pavement and base course thickness, soil subgrade and groundwater conditions using subcontracted drilling services.
- Complete laboratory testing of selected soil samples. Testing will include moisture content and grain size distribution.
- Evaluate pertinent physical and engineering characteristics of the soils based on the results of the field exploration, laboratory testing and our experience.
- Provide recommendations for preparation of pavement subgrade, and mitigation of unsuitable soil conditions. This will include an evaluation of the effects of weather and/or construction equipment on site soils.
- Develop design recommendations for pavement alternatives including new pavements, pavement repair and pavement overlays.
- Discussion of slope support mechanisms such as rockery walls, structural retaining walls, and other slope support systems, as appropriate.
- Provide recommendations for foundation design of street luminaire (lighting) poles using Washington State Department of Transportation Standard Plans.

Stormwater Disposal

- Evaluate soil infiltration characteristics using the Soil Grain Size Analysis Method (Ksat Determination Option 3: Grain Size Analysis) as described in Washington State Department of Ecology's July 2019 Stormwater Management Manual for Western Washington (page 733).
- Provide recommendations for short-term (field) and long-term (design) infiltration rate(s) based on the Soil Grain Size Analysis.

Report Product

- The product of our services listed above will be a written report describing the pertinent site details, our field exploration and laboratory testing program, surface and subsurface conditions based on field and laboratory data, and a summary of our conclusions and recommendations. The report will include a vicinity map, a site plan showing the project alignment and exploration locations, boring logs and test results.

PROJECT AND FEE ESTIMATE ASSUMPTIONS

- Parametrix will provide ICE with current plans and profiles of the road improvements.
- ICE plans to pre-mark the boring locations for underground utility locate purposes. The "One-Call" service will be contacted. We will rely on Parametrix and the City of Des Moines for assistance in locating underground utilities that are not covered by the One Call service. We will also contract with APS to complete a private locate at each of the test boring locations.
- We expect that a Street Use Permit (SUP) will be required for in-street drilling. We assume that any applicable fee for the SUP will be waived by the City of Des Moines.
- Traffic control services, subcontracted by ICE, will develop a traffic control plan and provide the necessary traffic control (signs and flaggers). We assume that two flaggers will be required by the traffic control plan. If additional flaggers are required, our fees will increase.

- The test borings will be completed in one day. A field day is assumed to be up to nine hours on site. Site hours may vary based on the SUP conditions. If additional field days are required based on the SUP conditions or unexpected site conditions, our fees will increase.
- The test borings will be completed using truck-mounted or rubber-track mounted drilling and vector equipment; at this time we expect to subcontract these services to Gregory Drilling, Inc. of North Bend, Washington.
- We expect that most if not all of the test borings will be completed in existing paved areas. We intend to core the asphalt prior to drilling, then replace the asphalt with cold patch or concrete upon completion of drilling. If other patching methods are required by SUP conditions, our fee may increase.
- Drill cuttings will be collected and disposed of off-site by the drilling subcontractor.
- All subcontracted activities will be observed full-time by a geotechnical engineer or geologist from our firm. Our representative will collect soil samples from the explorations. Groundwater conditions will be evaluated at the time of drilling.
- We expect to complete up to 10 moisture content tests and three grain size distribution tests.
- No meetings are planned at this time. Meetings can be attended on request and at the rates described in our attached Schedule of Charges.

SCHEDULE

We expect to initiate our field program within three weeks following receipt of the signed agreement and notice to proceed, depending on the time required to obtain the SUP and subcontractor availability. We expect that the utility locate, field reconnaissance and subsurface explorations will take about one week to complete. Review of the samples and laboratory testing will take about one week following completion of the field work. We anticipate that preliminary findings and conclusions can be provided to you while the laboratory testing is in progress, if requested. We expect our draft report will be available within about two weeks to following the laboratory testing. The report will be finalized within about one week following receipt of comments. The schedule may fluctuate depending on delays that may be imposed by COVID-19.

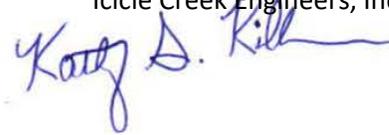
FEE ESTIMATE

We propose to accomplish these services on a time-and-expense basis in accordance with the rates indicated on the attached Schedule of Charges and the terms of Parametrix contract documents to be negotiated with ICE for the purpose of this project. We estimate that the fees for the scope of services described above will be **\$20,000**. Our fees are summarized below.

Information Review and Permitting	\$1,200
Utility Locate and Field Reconnaissance	\$1,500
Subcontracted Drilling, Private Locate, Traffic Plan/Control Services	\$6,000
ICE Field Services	\$2,300
Laboratory Testing	\$1,000
Engineering/Hydrogeologic Analysis and Report Preparation	\$5,500
Project Scheduling and Management	\$2,500
Total Fee Estimate	\$20,000

We appreciate the opportunity to submit this Scope of Services and Fee Estimate. Please contact us with any questions.

Yours very truly,
Icicle Creek Engineers, Inc.

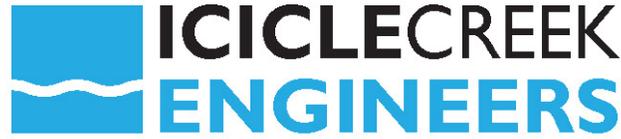


Kathy S. Killman, LEG
Principal Engineering Geologist

Document ID: 1082004.ScopeFee

Attachments: 2020 Schedule of Charges

Submitted via email



2020 SCHEDULE OF CHARGES

COMPENSATION

Our compensation will be determined on the basis of time and expenses in accordance with the following schedule of charges.

Personnel Category

Principal	\$210/hour
Associate	\$193/hour
Senior Project	\$174/hour
Project	\$144/hour
Senior Staff	\$123/hour
Staff	\$112/hour
Senior Technician	\$97/hour
Technician	\$90/hour
Support	\$85/hour

Contracted professional and technical services will be charged at the applicable hourly rates listed above. Staff time spent in depositions, trial preparation and court, hearing or other legal proceedings will be billed at one and one-half times the above rates. Time spent in either local or inter-city travel, when travel is in the interest of this contract, will be charged in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made.

Equipment

Miscellaneous geotechnical field equipment, including water measurement and sampling equipment, survey equipment, camera and hand auger, per equipment item, per day	\$10
Nuclear moisture-density gauge, per half-day/full-day	\$20/\$40
Lab testing equipment, per hour	\$10
Vehicle usage, per mile (or IRS rate)	\$0.58

Specialized equipment or disposable field supplies will be quoted on a per-job basis

Geotechnical Laboratory Tests

In-house testing for geotechnical soil characteristics at current rates, list available upon request.

All rates are subject to change upon notification.

OTHER SERVICES, SUPPLIES AND SPECIAL TAXES

Charges for services, equipment, supplies and facilities not furnished in accordance with the above schedule, and any unusual items of expense not customarily incurred in our normal operations, are charged at cost. This includes shipping charges, permit fees, subsistence, transportation, printing and reproduction, miscellaneous supplies and rentals, surveying services, drilling and excavating subcontractors, construction equipment, watercraft, aircraft, and special insurance which may be required.

PROPOSAL

To: Benn Burke, Parametrix

From: Robert Kopperl, Ph.D., RPA

Date: February 26, 2020

Re: Proposed scope of work, City of Des Moines 24th Ave S Phase 1 Project

Thank you for contacting Willamette Cultural Resources Associates (WillametteCRA) regarding the need for a cultural resources assessment for the City of Des Moines (City) proposed 24th Avenue S Sidewalk Improvements, Phase 1 Project. It is our understanding that the project will entail ground disturbance that includes excavation within the 24th Ave S right of way between S Kent-Des Moines Rd and S 223rd St. for road, sidewalk, and stormwater improvements. It is our understanding that a cultural resources assessment is required to comply with Washington State cultural resource regulations, including the State Environmental Policy Act (SEPA). It is also subject to Governor's Executive Order 05-05 (EO 05-05) because of Washington State Transportation Improvement Board funding.

Our proposed scope of work to assist the City with compliance with agency cultural resources regulations consists of completing four tasks. The first includes background research, coordination with the City and Parametrix staff about project parameters, and mobilization for fieldwork. The second task involves field survey of the project area. The third task includes preparation of draft and final versions of assessment documentation to support the funding and permitting process for this project, including pertinent sections of a SEPA checklist and a technical report of results. The fourth is project management to assist the City with required consultation with required agency and Tribal parties under EO 05-05. These tasks are described in greater detail below:

1) *Background Research, Coordination, and Mobilization.* WillametteCRA will conduct background research on the natural and cultural setting of the project area to help guide field efforts and provide context to any archaeological resources that may be identified during the field survey (Task 2). WillametteCRA will coordinate with the City to ensure access to the project area and complete any required buried utility location services that may be needed prior to the survey.

2) *Cultural Resources Field Survey.* WillametteCRA will conduct a field survey of the project area to document existing conditions. The survey will include pedestrian and subsurface techniques; pedestrian survey transects will extend across the project, while subsurface probes will be placed at accessible places along the project corridor that have the highest potential to contain buried archaeological resources. Given the relatively low-sensitivity landform and prior development of the project corridor, we anticipate this task to take one project archaeologist no more than one day to complete and excavate up to 8 hand-dug shovel probes if places are present within the project limits that are accessible to hand-dug shovel probe excavation.

3) *Reporting.* WillametteCRA will prepare draft and final versions of a brief technical report of results. The technical report will include a summary of the natural and cultural setting of the project, expectations derived from that background research, the methods and results of the field survey, and recommendations for any further management measures or mitigation that may be required if significant cultural resources are

identified. In addition, text pertinent to SEPA Checklist Environment Elements #13, Historic and Cultural Preservation, will be prepared. The draft and final report versions of both deliverables will be independently reviewed for quality control prior to submittal to the client.

4) *Project Management.* The WillametteCRA project manager will assist the City throughout the process of consultation under EO 05-05 with preparation of required forms to agencies and Tribes.

Cost

The total projected not-to-exceed cost is \$7,973.61. This amount will not be exceeded without written approval from the City. Details of this cost are given below.

24th Ave S Improvements Staff	Wage	OH (168.58%)	Fee (30%)	Background				Total Hours	Miles	Cost
				Task 1 Hrs	Task 2 Hrs	Task 3 Hrs	Task 4 Hrs			
P. Johnson (PM)	\$ 57.50	\$ 96.93	\$ 17.25	2		2	12	16		\$2,746.94
A. Valentino (PI)	\$ 38.00	\$ 64.06	\$ 11.40	4		24	4	32		\$3,630.73
F. Scott Pierson (Field/GIS)	\$ 24.00	\$ 40.46	\$ 7.20	4	10	8		22		\$1,576.50
Mileage (\$0.54/m)									36	\$ 19.44
								Total:		\$7,973.61

Schedule

WillametteCRA can start Task 1 within one business day of NTP. Task 2 fieldwork can be completed within one week of NTP, or possibly sooner if utility locate services have already been completed. A first draft of the SEPA checklist text under Task 3 can be submitted within 15 business days of completion of the fieldwork; submittal schedule for the final version of the SEPA checklist text and the draft and final versions of the technical report of results is dependent on when comments by the City are provided. Task 4 work will begin after NTP as soon as the City needs such assistance.

The cost estimate includes the following assumptions:

- No historic built-environment resources will require documentation or evaluation;
- Geotechnical data that can supplement the field survey task (#2) described above, if available, will be provided to WillametteCRA prior to the survey;
- Review of the draft deliverables will entail one round of review and comment by the City prior to production of the final versions;
- Any further documentation and evaluation of archaeological resources, if found, or archaeological monitoring of construction that may be an outcome of this assessment would be scoped and budgeted separately.

This scope and cost estimate are valid for 90 days from receipt. If you have any questions about this scope or need additional information, please do not hesitate to ask.

Sincerely,

Robert Kopperl, Ph.D., R.P.A.

Task	SubTask	Description	Labor Dollars	Labor Hours	Sr Consultant	Regional Division Manager	Designer IV	Engineer III	Sr Engineer	Engineer II	Engineer III	Survey Supervisor	Technical Lead	Surveyor III	Surveyor II	Sr Consultant	Scientist/Biologist IV	Scientist/Biologist II	Sr Project Control Specialist	Publications Specialist II	Project Accountant
01		Design	\$393,549.82	2,878	60	40	1374	780	36	160	112	12	40	48	48	8	8	16	36	76	24
01	01	Task Management & QA/QC	\$29,370.36	148	60	16															24
	0101	24th Ave S	\$24,625.62	129	50	11															12
	0102	24th Ave Pipeline Replacement	\$4,744.74	19	10	5															12
01	02	Mapping	\$16,761.80	148								12	40	48	48						
	0201	24th Ave S	\$14,102.17	125								9	36	40	40						
	0202	24th Ave Pipeline Replacement	\$2,659.63	23								3	4	8	8						
01	04	Utility Coordination	\$5,769.36	32		8	24														
	0401	24th Ave S	\$4,608.60	26		6	20														
	0402	24th Ave Pipeline Replacement	\$1,160.76	6		2	4														
01	05	SEPA Checklist	\$4,742.72	32																	
	0501	24th Ave S	\$3,759.16	26																	
	0502	24th Ave Pipeline Replacement	\$983.56	6																	
01	07	Preliminary Design (30%)	\$121,234.88	916		8	400	360	12	80	32										
	0701	24th Ave S	\$101,379.72	766		6	340	280	12	80	32										24
	0702	24th Ave Pipeline Replacement	\$19,855.16	150		2	60	80													16
01	08	Final Design & Contract Documents	\$215,670.70	1,602		8	950	420	24	80	80										8
	0801	24th Ave S	\$181,122.84	1,346		6	800	324	24	80	80										40
	0802	24th Ave Pipeline Replacement	\$34,547.86	256		2	150	96													32

Subconsultants

Applied Professional Services Inc	\$2,300.00
Icicle Creek Engineers	\$20,000.00
Willamette Cultural Resource	\$7,974.00
Subconsultants Total:	\$30,274.00

Other Direct Expenses

Mileage - \$0.575/mile	\$240.00
Survey Equipment (\$155/Use)	\$930.00
Other Direct Expenses Total:	\$1,170.00

24th Ave South	\$361,042.11
24th Ave Pipeline Replacement	\$63,951.71

Task Order Subtotal	\$424,993.82
Management Reserve	\$8,000.00

Task Order Total	\$432,993.82
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**CITY OF DES MOINES
2020-2025 CAPITAL IMPROVEMENT PLAN
(Amount in Thousands)**

24th Ave S. Improvements Project (Segment 2)	Project #	319,606
Summary Project Description:		
Construct 3-lane roadway with bike lanes and sidewalks, two-way left turn lane, illumination, storm drainage, and pedestrian cross-walks from S. 224th Street to Kent-Des Moines Road. This project will be completed in conjunction with SWM's 24th Ave. Pipeline Replacement project extension to South 227th Street.		

CIP Category: Transportation - Capital Project

Managing Department: Plan, Build & PW Admin

Justification/Benefits: Provides safer pedestrian and multi-modal mobility especially for school aged children. This project is adjacent to Midway Elementary and Pacific Middle School which has been identified as a top ranking priority project in the HEAL funded Safe Routes to School study/inventory.

PROJECT SCOPE			
<i>Expenditures</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
Design	537	(34)	503
Land & Right of Way	65	-	65
Construction	4,660	(744)	3,916
Contingency	450	1	451
Total Expenditures	5,712	(777)	4,935

ANNUAL ALLOCATION									
<i>Project to Date</i> 12/31/18	<i>Scheduled Year</i>	<i>Plan Year</i>			<i>Plan Year</i>			<i>Plan Year</i>	
		2019	2020	2021	2022	2023	2024	2025	
97	-	406	-	-	-	-	-	-	-
-	-	-	65	-	-	-	-	-	-
-	-	-	-	-	3,916	-	-	-	-
1	-	30	10	410	-	-	-	-	-
98	-	436	75	4,326	-	-	-	-	-

<i>Funding Sources</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>
ASE (Automated Speed Enforcement) Transfer	358	(150)	208
ASE (Automated Speed Enforcement) Transfer (Unsecured)	-	120	120
Surface Water Utility	808	(808)	-
Traffic Impact Fees - City Wide	947	(14)	933
TIB Grant (Unsecured)	3,599	75	3,674
Total Funding	5,712	(777)	4,935

<i>Project to Date</i> 12/31/18	<i>Scheduled Year</i>	<i>Plan Year</i>			<i>Plan Year</i>			<i>Plan Year</i>	
		2019	2020	2021	2022	2023	2024	2025	
208	-	-	-	-	-	-	-	-	-
-	-	-	-	-	120	-	-	-	-
-	-	-	-	-	-	-	-	-	-
32	-	29	23	849	-	-	-	-	-
-	-	407	45	3,222	-	-	-	-	-
240	-	436	68	4,191	-	-	-	-	-

OPERATING IMPACT						
<i>Operating Impact</i>	2017	2020	2021	2022	2023	2025
Revenue	-	-	-	-	-	-
Expenses	-	-	-	-	-	-
Net Impact	-	-	-	-	-	-

ANNUAL OPERATING IMPACT						
<i>Operating Impact</i>	2017	2020	2021	2022	2023	2025
Revenue	-	-	-	-	-	-
Expenses	-	-	-	-	-	-
Net Impact	-	-	-	-	-	-

*SWM portion of project detailed on project 451.815.

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

24th Ave Pipeline Replacement/Upgrade	Project #	451.815	Summary Project Description:
			Replacement of existing storm drainage system on 24th Avenue from S. 224th to S. 227th Street with approximately 1100 feet of 36-inch pipe and from S. 223rd to S. 224th with approximately 570 feet of 24-inch diameter pipe. This project will coincide with the 24th Avenue S. Improvement Project (Transportation).
CIP Category:	Surface Water Mgmt		
Managing Department:	Plan, Build & PW Admin		

Justification/Benefits: During major storms the drainage system along the east side of 24th Avenue between S. 226th and S.227th overflows to the pipe system on the west side. These overflows bypass the trunk system which conveys flows to the City Park detention facility and flood properties south of 227th south of Pacific Middle School. This project is recommended in the 1992 Massey Creek Basin Plan and is identified as Projects No. 5 and 23 of the 2015 Surface Water Comprehensive Plan.

PROJECT SCOPE				ANNUAL ALLOCATION						
<i>Expenditures</i>	<i>Current Budget</i>	<i>Requested Change</i>	<i>Total Budget</i>	<i>Scheduled Year</i>	<i>Plan Year</i>	<i>Plan Year</i>	<i>Plan Year</i>	<i>Plan Year</i>	<i>Plan Year</i>	<i>Plan Year</i>
Design	102	(26)	76	-	49	-	-	-	-	-
Land & Right of Way	-	-	-	-	-	-	-	-	-	-
Construction	579	1	580	1	-	-	579	-	-	-
Contingency	180	-	180	-	15	-	165	-	-	-
Total Expenditures	861	(25)	836	28	64	-	744	-	-	-

Funding Sources				<i>Scheduled Year</i>	<i>Plan Year</i>					
Surface Water Utility	861	(25)	836	28	64	-	744	-	-	-
Total Funding	861	(25)	836	28	64	-	744	-	-	-

OPERATING IMPACT				ANNUAL OPERATING IMPACT						
<i>Operating Impact</i>	<i>Revenue</i>	<i>Expenses</i>	<i>Net Impact</i>	<i>2019</i>	<i>2020</i>	<i>2021</i>	<i>2022</i>	<i>2023</i>	<i>2024</i>	<i>2025</i>
Revenue	-	-	-	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-	-	-	-
Net Impact	-	-	-	-	-	-	-	-	-	-



Washington State Transportation Improvement Board

November 22, 2019

TIB Members

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Mayor Glenn Johnson
City of Pullman

Vice Chair
Commissioner Richard Stevens
Grant County

Amy Asher
RiverCities Transit

Alyssa Ball
Office of Financial Management

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Councilmember Mike Todd
City of Mill Creek

Jennifer Walker
Thurston County

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
Fax: 360-586-1165
www.tib.wa.gov

Mr. Brandon Craver, P.E.
Public Works Director
City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198-6317

Dear Mr. Craver:

Congratulations! We are pleased to announce the selection of your project, 24th Avenue S, Kent-Des Moines Rd (SR 516) to S 223rd St, TIB project number 8-1-110(009)-1.

Total TIB funds for this project are \$3,663,432.

Before any work is allowed on this project, you must:

- Verify the information on the Project Funding Status Form, revise if necessary, and sign;
- Submit the section of your adopted Six Year Transportation Improvement Plan listing this project;
- Sign both copies of the Fuel Tax Grant Distribution Agreement; and
- Return the above items to TIB;

You may only incur reimbursable expenses after you receive approval from TIB.

In accordance with RCW 47.26.084, you must certify full funding by November 22, 2020 or the grant may be terminated. Grants may also be rescinded due to unreasonable project delay as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at (360) 586-1142 or e-mail GregA@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: South Sound Boating Season Opening Day

AGENDA OF: May 7, 2020

DEPT. OF ORIGIN: Administration

ATTACHMENTS:
1. Proclamation

DATE SUBMITTED: April 29, 2020

CLEARANCES:

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda item is to recognize the official opening of the 2020 South Sound Opening Day of Boating Season.

Suggested Motion

MOTION: “I move to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 9, 2020.

Background:

The Des Moines Yacht Club has hosted an opening ceremony for over 50 years. The Des Moines Yacht Clubs present and past Commodores, and visiting Commodores from other South Puget Sound Yacht Clubs, participate in this annual celebration.

Due to the COVID-19 pandemic the 2020 opening of the South Sound Boating ceremony has been cancelled for 2020. The approval of the South Sound Boating Day proclamation shows support to the Des Moines Yacht Club and the Community that, as the threat of the pandemic passes celebrating sailing in Puget Sound is hopeful.

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City of Des Moines

CITY COUNCIL
21630 11th AVENUE S, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D: (206) 824-6024 FAX: (206) 870-6540



Proclamation

WHEREAS, the City of Des Moines wishes to recognize and celebrate the 2020 South Sound Opening Day of Boating Season, and

WHEREAS, the Des Moines Yacht Club annually hosts the South Sound Opening of Boating Season ceremony which gathers the many south Puget Sound yacht clubs, along with Des Moines residents and their surrounding neighboring communities to participate and enjoy this ceremony, and

WHEREAS, due to the COVID-19 pandemic the celebration of the 2020 South Sound Opening Day of Boating has been cancelled; now therefore

THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS May 9, 2020 as this year's

SOUTH SOUND OPENING DAY OF BOATING SEASON

and asks that, as the threat of the pandemic passes, the community joins in supporting the Des Moines Yacht Club's advocacy for the safe enjoyment of boating for all, and the promotion of the Des Moines waterfront amenities serving the South Sound boating community.

SIGNED this 7th day of May, 2020

Matt Pina, Mayor

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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: Sexual Assault Awareness Month
Proclamation

FOR AGENDA OF: May 7, 2020

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: April 30, 2020

ATTACHMENTS:

1. Proclamation

CLEARANCES:

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to show Council support and proclaim the month of April as Sexual Assault Awareness Month.

Suggested Motion

Motion 1: “I move to approve the Proclamation recognizing April as Sexual Assault Awareness Month.”

Background

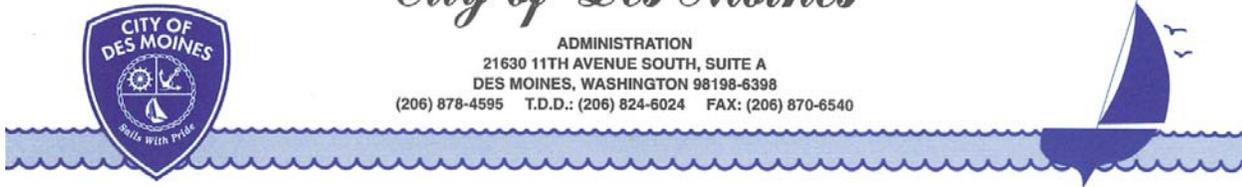
Sexual Violence is a widespread problem that affects people of all genders, ages, races, religions, incomes, professions, ethnicities and sexual orientations.

Founded by the Pennsylvania Coalition against Rape in 2000, the National Sexual Violence Resource Center (NSVRC) develops and disseminates resources regarding all aspects of sexual violence prevention and intervention.

Nationally, 1 in 5 children under 18 are sexually abused; and in King County last year, more than 7,400 adults and children received specialized assistance from organizations with programming for sexual assault victims in 2019.

Sound Cities Association, along with the Mayors from the City of Renton and the City of Kirkland, are asking member cities to join in the pledge recognizing the month of April as Sexual Assault Awareness Month.

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Proclamation

WHEREAS, Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in this community, and

WHEREAS, rape, sexual assault, and sexual harassment harm our community, and statistics show that one out of three girls, one out of five boys, and 23% of women are the victims of sexual assault, and

WHEREAS, child sexual abuse prevention must be a priority to confront the reality that one in six boys and one in four girls will experience a sexual assault before the age of 18; and

WHEREAS, young people experience heightened rates of sexual violence, and youth ages 12 to 17 are two and a half times as likely to be victims of rape or sexual assault; and

WHEREAS, we must work together to educate our community about sexual violence prevention, support survivors and speak out against harmful attitudes and actions; and

WHEREAS, prevention is possible when we increase education, awareness and community involvement; and

WHEREAS, each day of the year is an opportunity to create change for the future; and

NOW THEREFORE, THE DES MOINES COUNCIL HEREBY PROCLAIMS the month of April as

SEXUAL ASSAULT AWARENESS MONTH

in the City of Des Moines, and encourages all citizens to join in this special observance, and join advocates and communities across the country in taking action to prevent sexual violence.

SIGNED this day 7th day of May, 2020

Matt Pina, Mayor

The Waterland City

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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:

Van Gasken Park Landscape Design – Task Order

ATTACHMENTS:

1. Task Order 2020-02 with KPPF Consulting Services
2. Preliminary Landscape Concept
3. Capital Improvement Project worksheet for the Van Gasken Park

FOR AGENDA OF: May 7, 2020

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: April 30, 2020

CLEARANCES:

- Community Development *Susan M. Cey*
 Marina _____
 Parks, Recreation & Senior Services *Susan M. Cey*
 Public Works *R. Blum*

CHIEF OPERATIONS OFFICER: *Tim George*

- Legal /s/ Tim George
 Finance _____
 Courts _____
 Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *Michael Vito*

This Agenda Item has been identified as "Routine and Necessary" pursuant to the Governor's Proclamation 20-28 issued on March 24, 2020. Additionally, items of this type are historically placed on the Council Consent Calendar as they are considered "routine" under City Council Rule of Procedure 20(k)(1). The City's Public Works 2020-2021 On-Call General Civil Engineering Services Task Order Assignment 2020-02 for the Van Gasken Park Project, utilizes standardized forms consistent with all City Public Works projects.. The project is also listed as a priority within the City's current Capital Improvement Plan (CIP). This plan was previously discussed and adopted by the City Council in an open public meeting.

The approval of the 2020-2021 On-Call General Civil Engineering Services Task Order Assignment 2020-02, for the Van Gasken Park Landscape Design, is necessary to continue park safety and operational improvements consistent with the CIP. Additionally, delaying the consultant design task assignment would likely result in a negative financial consequence to the City. A significant delay in the consultant design task assignment will jeopardize the associated grant funding the City has received to acquire the property.

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of a task order assignment for the final landscape design for the Van Gasken Park. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: “I move to approve a Formal Task Assignment 2020 -02 (Attachment 1) with KPFF Consulting Engineers in the amount of \$123,326.27 to complete the final design of the Van Gasken Park, and authorize the City Manager to sign the Assignment substantially in the form as attached.”

Background

In early 2017, the City identified the Van Gasken property (402 S. 222nd St.) for acquisition in order to preserve the property, provide additional park and open spaces in the City in accordance with the Comprehensive Plan, and to ensure that the site was not redeveloped in a manner that would further limit public access and views of Puget Sound. The City partnered with Forterra NW to purchase the property for \$1,190,000. The property is now owned solely by the City.

The purchase was funded by a \$594,000 King County Conservation Futures grant (CFT), and an additional grant of \$273,720 from the State’s Recreation Conservation Office (RCO). In addition to this grant funding, the City has allocated “park in-lieu” fees from current and former development projects to cover the remaining portion of the purchase price. The funds have been received from King County CFT, and reimbursement to the City of the RCO funds is contingent on work included in this task order.

In early 2018, City staff were in the process of installing an irrigation system on the property. During the installation, cultural resources were observed. Staff immediately reached out to the State’s Department of Archeological and Historical Preservation (DAHP), and entered into a Contract with Environmental Science Associates (ESA) for assistance. A site evaluation was conducted and consultations with several Native American tribes have since taken place. The property has also been covered with a geotextile fabric. In the following weeks and months the City was able to complete the work required under an emergency permit and has developed a conceptual landscape plan (Attachment 2).

The City has been working with a Landscape Architect to develop preliminary landscape plans consistent with site constraints. These plans will need to be approved by RCO, and permitted with the tribes and DAHP, and the City anticipates that an additional Contract Addendum with ESA will be needed for the permanent permitting work.

Discussion

The emergency work has been completed and a conceptual landscape plan developed. In early March 2020, the City shared the conceptual plan with RCO, the tribes, and DAHP for their initial concurrence which they provided. As a requirement of reimbursement from the RCO grant, a tribal and DAHP approved Cultural Resources Management Plan (CRMP) is required as one of the task order deliverables. This CRMP will guide long-term management of cultural resources at the Van Gasken Park.

It is anticipated that the consultant will complete the design in July and the management plan will be delivered at the end of August. The City would then be in a position to advertise for construction in September provided the construction funding was available. The City has identified some of the

necessary funding for construction (see Attachment 3), however, until the design is complete the actual construction costs are not known at this time.

Alternatives

None

Financial Impact

Funds for the final design and the CRMP are allocated in the approved 2020 – 2025 Capital Improvement Plan. Receipt of \$273,720 from RCO is dependent upon work included in the task order.

Recommendation

Staff recommends approval of the motion.

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Formal Task Assignment Document

Task Number 02

The general provisions and clauses of Agreement 19-159 shall be in full force and effect for this Task Assignment.

Location of Project: Des Moines, WA

Project Title: Van Gasken Final Design

Maximum Amount Payable Per Task Assignment: Time and materials not to exceed \$123,326.27

Completion Date: 10/1/2020

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

Refer to Exhibit A – Scope of Services

Refer to Exhibit B – Budget

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

EXHIBIT A

SCOPE OF SERVICES

Project Description

This task order will advance the preliminary design to develop the Van Gasken's property into a City park to full plans, specifications, and cost estimate (PS&E) to construct the project.

Anticipated Schedule

Notice to Proceed	May 2020
90% Design	June 2020
100% Design	July 2020
Bid Set	August 2020
Cultural Resources Management Plan	End of August 2020

Task 1: Project Management

The Consultant shall provide overall project administration and management for the duration of the project.

1.1 Preparation of Contract Documents, Invoices, and Progress Reports

A monthly invoice and progress report will be prepared and submitted to the City. The progress report will describe the work represented by the invoice being submitted and include percentage of completion and billings to date.

Each progress report shall include:

- A brief narrative describing work completed for the prior month for each Consultant task/subtask
- Project completion percentage
- Remaining budget

1.2 Coordination with City of Des Moines

KPFF will coordinate with the City to discuss project issues, schedule, progress, review comment resolution and general coordination of effort, as needed.

1.3 Coordination with Sub-Consultants

KPFF will perform general coordination and be the main point of contact for the multidiscipline team. KPFF will collect and disseminate information for the team.

KPFF will distribute create weekly or biweekly Project Updates via email, to keep the design team updated on on-going and upcoming tasks, coordination needs, upcoming submittal deliverables, etc. The City will be copied (cc:) on the update emails.

EXHIBIT A**1.4 Team Project Meetings**

The Consultant shall coordinate, schedule, and participate in up to five (5) monthly project progress meetings which will last approximately one (1) hour each to discuss work progress, data needs, and other logistical coordination.

- The Consultant's Project Manager shall coordinate with the City's Project Manager to prepare the meeting agenda and to identify key Consultant staff who should participate.
- Meetings will be attended by up to three (3) Consultant staff including the Project Manager. Additional Consultant staff may be requested by the City to attend project meetings periodically, depending on specific disciplines to be discussed.
- Record, prepare, and distribute the meeting notes, including a list of action items.

Assumptions

- Monthly meetings will be conference call.
- Up to 2 in person meetings held at the City.

1.5 Estimated Project Schedule

A simple project schedule will be created identifying submittal dates, City review periods, and critical path decisions for the design phase of the project. The schedule will also include the primary tasks, durations and critical path tasks through the duration of project. Updates will be submitted, as necessary, during each PS&E submittal.

Assumptions

- Schedule will be a simplified excel version and will not be created in a Project.

1.6 Project QA/QC

KPFF will provide a project-wide QA/QC review for the project technical design and for preparation of the documents/deliverables submitted to the County and/or agencies. This review will include, but not be limited to, technical, constructability, contractibility and risk.

1.7 Submittal Package Compilation

KPFF will collect submittal documents from the rest of design team and will compile it into a single set of documents for each submittal (e.g. a single set of combined plans, specs, etc). Submittal documents will be posted on the KPFF Project Sharepoint site, with the exception of hardcopies, as noted in the scope below.

The full Contract Package (including Bid Documents, Contract Documents, Amendments, Special Provisions and Appendices) will be created. Project specifications will be prepared to supplement the 2020 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction. Other documents will be provided in conformance with the current WSDOT Local Agency Guidelines (LAG) Manual.

KPFF will provide the following:

- Amendments
- Division 1 - General Requirements, including applicable WSDOT General Special Provisions (GSP), APWA Special Provisions, and Project-Specific Special Provisions
- Technical Special Provisions (see tasks below)

EXHIBIT A

- Bid List

The City will be responsible for providing to KPFF the following sections for inclusion in the final document:

- Bid Procedures and Conditions
- Contract Forms
- Fill-ins for Division 1 General Special Provisions
- Any City GSPs
- Appendices

Assumptions

- Intermediate PS&E submittals (90, 100) will consist of PDFs
- Final (Issue for Bid) Submittals will be posted for on-line bidding (no more than 5 hardcopies required for delivery to the City).

Deliverables

- Monthly Invoices (6), including a progress report outlining completed tasks, project completion percentage, and budget remaining. Copies of sub-consultant contract agreements and invoices can be provided, if requested.
- Monthly Project Updates via email (on-going and upcoming tasks, coordination needs, upcoming submittal deliverables, etc).
- Meeting Agendas and Notes.
- Project Schedule and updates.

Task 2: Plans Specifications & Cost Estimate (PS&E) Documents**2.1 90% Plans Specifications & Cost Estimate (PS&E) Documents**

Prepare 90% PS&E documents (plans, specifications, & cost estimate) that are necessary to refine the Concept Plan. The 90% PS&E documents will be used for constructability review and City staff review. Civil engineer and landscape architect will attend one (1) meeting with City staff to review City comments and discuss the PS&E.

2.1.1 90% Design Plans

The 90% level design plans will contain the following anticipated sheets list:

- Cover Sheet including Vicinity Map and Drawing Index (1)
- Legend and abbreviations (1)
- Site Preparation Plan (1)
- Site Plan (1)
- Site Grading Plan (1)
- Site Plan Details (3)
- Landscaping Plans and Details (5) - to include site furnishings and hardscape layout, planting, and irrigation drawings.
- Temporary Erosion and Sediment Control Plan (1)

EXHIBIT A**Deliverables**

- 90% Design Plans – 11x17 PDF format.
- Responses to City and stakeholder review comments

2.1.2 90% Specifications

The Consultant team will prepare draft specifications based on the 90% plans including identification of General Special Provisions and Project Specific Special Provisions. Specifications will be based on the Washington State Department of Transportation Standard Specifications for Road, Bridge, and Municipal Construction 2020 edition.

Deliverables

- Special Provisions construction specifications in word format.
- Responses to City and stakeholder review comments

2.1.3 90% Cost Estimate

The Consultant will develop and produce a 90% design level cost estimate.

Deliverables

- 90% design level cost estimate – PDF format.
- Responses to City and stakeholder review comments

2.2 100% Plans Specifications & Cost Estimate (PS&E) Documents

Revise plans, specification, and cost estimates as necessary to refine the PS&E documents and provide a complete set of PS&E documents.

2.2.1 100% Design Plans

The team shall respond and incorporate 90% review comments, and advance project design to a 100% level.

Deliverables

- 100% Design Plans – 11x17 PDF format.
- Responses to City and stakeholder review comments

2.2.2 100% Specifications

The Consultant team will incorporate 90% City review comments and advance specifications to a 100% level.

Deliverables

- Construction specifications in word format.
- Responses to City and stakeholder review comments

2.2.3 100% Cost Estimate

The Consultant will develop and produce a 100% design level cost estimate.

EXHIBIT A**Deliverables**

- 100% design level cost estimate – PDF format.
- Responses to City and stakeholder review comments

2.3 Bid Set Plans Specifications & Cost Estimate (PS&E) Documents

Revise plans, specification, and cost estimates as necessary to refine the PS&E documents and provide a complete set of bid ready PS&E documents.

2.3.1 Bid Set Plans

The team shall respond and incorporate 100% review comments, and advance project design to a bid ready level.

Deliverables

- Bid Set Design Plans – 22x34 PDF format.

2.3.2 Bid Set Specifications

The Consultant team will incorporate the 100% City review comments and advance specifications to bid set level.

Deliverables

- Bid Set Construction Specifications – PDF format

2.3.3 Bid Set Cost Estimate

The Consultant will develop and produce a bid set level cost estimate.

Deliverables

- 100% design level cost estimate – PDF format

2.4 Basis of Design Report

The Consultant shall prepare a basis of design documenting design decisions and key assumptions in coordination with the City. Stormwater design will not be required as part of this project. A brief stormwater report documenting stormwater requirements will be included as an appendix to the Basis of Design (BOD) report. A draft version of the BOD report will be submitted at 90% for City review. A final BOD report will incorporate City review comments and be submitted with the final bid set package.

Deliverables

- 90% BOD Report – PDF format
- Bid Set BOD Report – PDF format
- Responses to City and stakeholder review comments

Assumptions

EXHIBIT A

- City will lead and perform all environmental and permit tasks for the project.
- City will coordinate and obtain all local City permits required for this project.
- Stormwater thresholds will not be met by this project and flow control and water quality treatment facilities will not be required. A brief report will be created to document stormwater requirements.
- Preparation of Right of Way Plans is not anticipated and has not been included in this scope/fee.
- Design plans will adhere to City CAD standards and title blocks. City to provide standards and title block drawing to Consultant.
- CAD files will be created using AutoCAD and Civil3D 2018.
- The City will distribute submittals to the City's project team and project stakeholders for review and comment. The City will compile all comments received into one document at each milestone (90%, 100%) and return to the Consultant for response. The City will coordinate and distribute comment responses to stakeholders.
- Review comments from the City will be incorporated into the subsequent design submittal. A final deliverable package incorporating comments will not be created at each submittal, but will be included in the subsequent submittal.
- WSDOT Standard Specifications for Road, Bridge, and Municipal Construction 2020 will be used.
- In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the project, the Consultant shall have no control over cost or price of labor and materials, unknown or latent conditions of existing equipment or structures that might affect operation or maintenance costs, competitive bidding procedures and market conditions, time or quality of performance by operating personnel or third parties, and other economic and operational factors that might materially affect the ultimate project cost or schedule. The Consultant, therefore, shall not warranty that the actual project costs, financial aspects, economic feasibility, or schedules shall not vary from Consultant's opinions, analyses, projections, or estimates.
- Budget-level cost estimates shall include appropriate contingency factors to account for project uncertainties that cannot be explicitly accounted for at the project's various engineering stages. Risks that have been identified shall be listed along with potential cost and schedule impacts.
- The effort to prepare quantities for the estimate unit cost items and lump sums shall be provided under the respective design discipline task using the City's standard measurements.
- All "soft costs" to be included within the cost estimate, such as City procured items, and City self-performed work will be provided to the Consultant two weeks before the estimate due date.
- The Consultant shall not prepare quantity tabulation sheets.
- Quantities shall be developed from engineered drawings to the maximum extent feasible.

EXHIBIT A

- The City will be responsible for providing to KPFF the following section for inclusion in the final bid set document:
 - Bid Procedures and Conditions
 - Contract Forms
 - Fill-ins for Division 1 General Special Provisions
 - Any City GSPs
 - Appendices
- City will advertise project for bid.
- City will respond to bidder questions and create bid package addendums.
- Graphics and presentations for public input and council/commission meetings are not included. These can be provided as additional services.
- Graphic and written content for interpretive sign panels are not included. These can be provided as additional services.

Task 3: Environmental Permit Support**3.1 Environmental Permit Support**

The Project Area is within the bounds of archaeological site 45-KI-449, which contains archaeological resources that are protected under Washington state law (RCW 27.53). An Archaeological Site Alteration and Excavation Permit must be obtained from the Washington Department of Archaeology and Historic Preservation before any work that would “remove, alter, dig into, or excavate by use of any mechanical, hydraulic, or other means, or to damage, deface, or destroy any historic or prehistoric archaeological resource or site, or remove any archaeological object from such site” (RCW 27.53.060).

Consultant will prepare and submit Archaeological Site Alteration and Excavation permit application. The Consultant will designate a Professional Archaeologist to be co-applicant along with a representative designated by the City. It commonly takes up to 60 days between submission of the permit application and receipt of the permit. The permit application will include methods for conducting 1) archaeological monitoring and inspection during removal of small test areas of impervious surfaces (e.g., driveway, garage floor) during design, 2) archaeological monitoring during construction. Item 2 may require consultation between Consultant and design team.

Consultant will have a qualified archaeological monitor present during preparation and removal impervious surface test areas, and will assess the presence and potential of archaeological resources and/or human remains beneath impervious surfaces. The Consultant will notify RCO, DAHP and Tribes in advance of this work. The Consultant assumes the testing will take two days. The Consultant will prepare a brief memorandum regarding the results of the impervious surface testing.

Deliverables

- Draft Archaeological Site Alteration and Excavation Permit application and Archaeological

EXHIBIT A

Resources Monitoring Plan (for attachment to permit) (for review by City).

- If needed, one round of permit application revisions in response to RCO comments.
- If needed, one round of permit application revisions in response to DAHP, Tribal and other reviewer comments.
- Impervious surface test notification to RCO, DAHP and Tribes.
- Draft impervious surface test results memorandum (for review by City).
- Final impervious surface test results memorandum (for distribution to DAHP).

Assumptions

- City will provide evidence of financial/institutional commitment to fulfilling the terms of the Archaeological Site Alteration and Excavation Permit as part of the permit application.
- Discovery and resolution of human remains is not within this scope.
- No archaeological resources will be collected.
- Impervious surface testing cannot proceed until DAHP has issued the Archaeological Site Alteration and Excavation Permit.
- No work regarding the existing residence will be performed as part of this scope.
- Test sections of impervious surfaces will be saw cut by a third-party.

3.2 Cultural Resources Management Plan

As part of its grant funding of the Project, RCO is requiring the City to prepare a cultural resources management plan (CRMP) to guide long-term management of cultural resources at Van Gasken Park. In cooperation with the City, RCO, DAHP and Tribes, the Consultant will identify cultural resources issues and goals in relation to future use and maintenance of Van Gasken Park once the park has been developed. Consultant will prepare a CRMP.

Deliverables

- 1st Draft CRMP for review by City.
- 2nd Draft CRMP for review by City and RCO.
- 3rd Draft CRMP for review by City, RCO, DAHP and Tribes.
- 4th Draft CRMP for review by City, RCO, DAHP and Tribes.
- Final CRMP for adoption by City.

Assumptions

- Consultant will attend up to two meetings with City to identify City goals and issues for operation and maintenance of Van Gasken Park. Each meeting will last up to 2 hours, with up to 2 hours of round-trip travel.
- Consultant will attend up to two meetings with City, RCO, DAHP and Tribes to identify goals and issues for preservation and protection of cultural resources. Each meeting will last up to 2 hours, with up to 2 hours of round-trip travel.
- A state regulatory nexus will apply; no federal regulatory nexus will apply, and no Section 106 Memorandum of Agreement or Programmatic Agreement will be required.
- RCO will lead government-to-government consultation.

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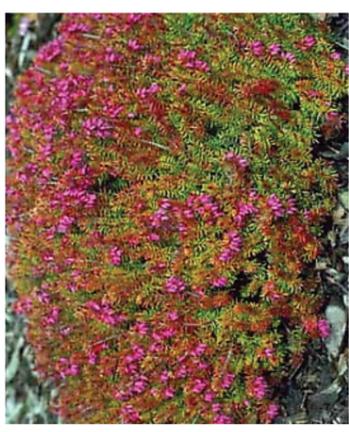
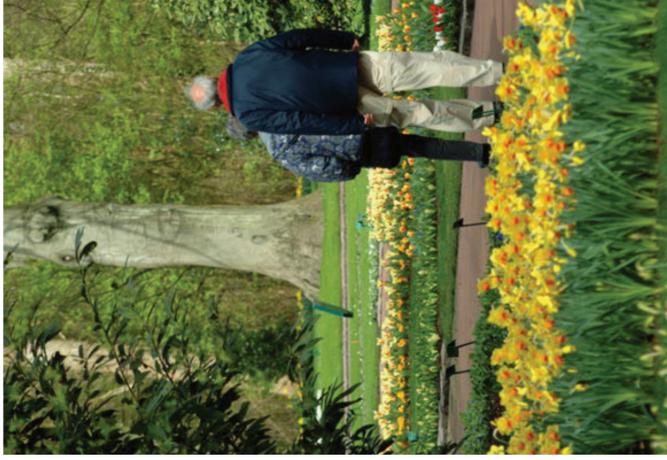


A SECTION A
SCALE: 1/8"=1'-0"



B SECTION B
SCALE: 1/8"=1'-0"





The Van Gasken Park Project # 310.067

TOTAL PROJECT SCOPE				ACTUAL EXPENDITURES					PROJECT BUDGET ALLOCATIONS BY YEAR PER ADOPTED 6 YEAR PLAN						
Expenditures	10/10/19 Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/2018	Project To Date 12/31/2019	2019 Year to Date 12/31/2019	Estimated Year End 2019	Planned Year 2020	Planned Year 2021	Planned Year 2022	Planned Year 2023	Planned Year 2024	Planned Year 2025		
Design	163,000	(10,000)	153,000			153,000	153,000	-	-	-	-	-	-		
External Engineering		5,750	5,750	5,750	37,636	31,886.11									
Internal Engineering/Project Mgmt		1,205	1,205	1,205	1,926	721.18									
Permits		3,343	3,343	3,343	3,343	-									
Total Design	163,000	298	163,298	10,298	42,905	32,607.29	153,000	-	-	-	-	-	-		
Proprietary/Easements	1,436,000	(178,000)	1,258,000			1,258,000	1,258,000	-	-	-	-	-	-		
Internal Engineering		5,170	5,170	5,170	5,170	-									
Other Professional Services		65,171	65,171	65,171	68,257	3,086.02									
Environmental		7,591	7,591	7,591	7,591	-									
Land		100,343	100,343	100,343	1,437,623	1,337,280.42									
Other Misc- Purchase Option Capitalize Separately		-	-	-	3,250	3,250.00									
Total Proprietary/Easements	1,436,000	275	1,436,275	178,275	1,521,891	1,343,616.44	1,258,000	400,000	600,000	-	-	-	-		
Construction	1,000,000	-	1,000,000					400,000	600,000	-	-	-	-		
External Engineering		-	-	-	-	-									
Internal Eng- Proj Mgmt/ Inspect		-	-	-	569	569.44									
Other Miscellaneous		-	-	-	700	700.00									
Total Construction	1,000,000	-	1,000,000	-	1,269	1,269.44	-	400,000	600,000	-	-	-	69		
Other															
Interfund Financial Services		1,644	1,644	1,644	15,425	13,781.28									
Non-Capitalizable Services		-	-	-	635	634.71									
Contingencies	2,000	(2,000)	-	-	-	-									
Total Other	2,000	(356)	1,644	1,644	16,060	14,415.99	-	400,000	600,000	-	-	-	-		
Total Project Expense Budget:	2,601,000	217	2,601,217	190,217	1,582,125	1,391,909.46	1,411,000	400,000	600,000	-	-	-	-		

Funding Sources	10/10/19 Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/2018	Project to Date 12/31/2019	2019 YTD 12/31/2019	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021	Scheduled Year 2022	Scheduled Year 2023	Scheduled Year 2024	Planned Year 2025
Park in Lieu	324,000	210	324,210	93,210	636,210	543,000.00	543,000	(312,000)	-	-	-	-	-
King County Grant (Application)	594,000	-	594,000	-	594,000	594,000.00	594,000	-	-	-	-	-	-
One Time Sales Tax	97,000	7	97,007	97,007	227,007	130,000.00	130,000	(130,000)	-	-	-	-	-
State Appropriation	-	-	-	-	-	-	-	-	-	-	-	-	-
RCO Grant (Secured)	274,000	-	274,000	-	-	274,000	274,000	-	-	-	-	-	-
RCO Grant (Unsecured)	312,000	-	312,000	-	-	-	-	312,000	-	-	-	-	-
State Grants (Unsecured)	600,000	-	600,000	-	-	-	-	-	600,000	-	-	-	-
Park in Lieu	400,000	-	400,000	-	-	-	-	400,000	-	-	-	-	-
Interfund Loan - (From Fund 501)	-	-	-	-	125,000	125,000.00	125,000	(125,000)	-	-	-	-	-
Total Project Revenue Budget:	2,601,000	217	2,601,217	190,217	1,582,217	1,392,000.00	1,666,000	145,000	600,000	-	-	-	-
Committed Cash:							90.84	255,000	-	-	-	-	-

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A G E N D A I T E M

SUBJECT: Contract with Facility Maintenance Contractors for Janitorial Services in City Buildings

ATTACHMENTS:

1. Goods and Services Contract
2. Proposed Cost Tabulation

AGENDA OF: May 7, 2020

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: April 30, 2020

CLEARANCES:

Community Development 

Marina 

Parks, Recreation & Senior Services 

Public Works 

CHIEF OPERATIONS OFFICER: 

Legal /s/ Tim George

Finance 

Police /s/ Ken Thomas

Courts /s/ Jennefer Johnson

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

This Agenda Item has been identified as "Routine and Necessary" pursuant to the Governor's Proclamation 20-28 issued on March 24, 2020. The City followed the routine process for solicitation of a Request For Proposal (RFP) following established processes for selection by the City. Additionally, items of this type are historically placed on the Council Consent Calendar as they are considered "routine" under City Council Rule of Procedure 20(k)(1).

This contract is also deemed "necessary" for approval at the May 7, 2020 Council meeting given the current COVID-19 virus pandemic and the need for increased higher quality cleaning services for the health and safety of the public and City employees.

Purpose and Recommendation:

The purpose of this item is to request City Council approval of a Goods and Services Contract with Facility Maintenance Contractors, (Attachment 1) for janitorial services in City buildings for June 2020 – December 2023. The current amended janitorial contract, is now on a month to month term since the beginning of 2019. Staff has conducted a competitive Request For Proposal (RFP) process and recommends awarding the contract to Facility Maintenance Contractors (FMC). The following motion will appear on the consent calendar:

Suggested Motion:

“I move to award the Goods and Services Contract with Facility Maintenance Contractors (FMC) for janitorial services in City buildings from June 2020 – December 2023 for an estimated annual amount not to exceed \$253,076, and additionally to authorize the City Manager to sign the Contract substantially in the form as submitted.”

Background:

In 2003, American Building Services (formerly EDS Janitorial Services) was selected through bid process to provide janitorial services for City buildings. The contract was executed on February 19, 2004 for one year with an option to extend.

The original contract had been extended and/or amended nine times since 2003 adding new facilities such as the Dining Hall or additional services such as more frequent maintenance cleaning. Each time it was determined that it would be less expensive for the City than rebidding.

In the fall of 2015 staff advertised for bids for these services and ultimately selected American Building Services again for a 3-year contract from 2016 – 2018 with the option of a month to month contract arrangement after that. In the 2015 solicitation, the City added the cleaning of the Dining Hall and the Auditorium at the Beach Park after a facility rental as these assets were refurbished and improved and able to be added into the City’s rental offerings. Additionally, the covered picnic shelter area was improved and new bathrooms adjacent were added to the janitorial contract. An annual contract was awarded to American Building Services for approximately \$197,890 annually.

Over the last several years, there have been some challenges with the current contractor in terms of quality control and communication. The contractor has done their best to rectify and respond, but with minimal success. Growing concerns about contract performance have been raised by every Department in the City. Based on this and the fact that the 3 – year term contract had expired, staff made the decision to advertise for a new contract using a Request for Proposal (RFP) process.

Discussion:

The RFP process would allow for the City to measure contract costs as well as review the potential contractor’s experience and capability. A team of City staff who represented each building area (Parks, City Hall, Senior Activity Center, Police, Marina) were selected to review the submitted RPFs. The committee was tasked with evaluating all the information provided in the proposal documents to determine compliance and conformance with the requirements set forth in the RFP. The evaluation by the committee was to be based primarily on the most qualified contractor overall, and not simply on the monthly/annual service fees proposed. The RFP was advertised on January 27th, 2020 and submittals were due on February 20th, 2020. A pre-submittal walk-thru was held on February 6th, 2020 and a total of 5 firms attended the 3.5 hour walk through. Three firms submitted proposals by the February 20th due date. The following three firms were:

American Building Services, Inc (ABS)
 Facility Management Contractors (FMC)
 Cole Cleaning Solutions, Inc.

The proposal submitted by Cole Cleaning Solutions, Inc. was deemed incomplete and did not meet the minimum requirements set forth in the RFP, and therefore was not included in the selection process going forward.

The City review and evaluation team, reviewed the two remaining proposals and held phone interviews on March 19th, 2020. Originally, the interviews were planned to be in-person, but in response to the Governor's stay at home order and guidance on large meetings, it was moved to a phone process.

Following the phone interviews, the selection team unanimously selected Facility Management Contractors (FMC) as the top firm based on experience, capability, and track record of high customer satisfaction. In fact, FMC had been selected twice in recent years as the Kent Chamber of Commerce Small Business of the Year. Following the committee selection, staff then worked with FMC to fine tune the scope of services and structure for the potential new contract. The final annual cost tabulation of services is shown in Attachment 2. It is important to note that the cost tabulation does not include the consumable items (paper goods, trash can liners, soaps, etc.) as these are dependent on use and reimbursed monthly to the contracted vendor consistent with our current practice. For 2019, the consumable items totaled \$17,388.

In a current and post COVID-19 reality, the area of cleanliness has taken on a significant role as clean buildings that the staff and public interact in are vital to helping mitigate unwanted viral transmissions if possible.

Financial Impact:

The current annual contract with ABS is approximately \$197,890 annually. The proposed contract with FMC would require approximately \$55,000 more each year, however, the level of cleaning and the quality performance necessary of public facility cleanliness is paramount, especially given the circumstances we currently find ourselves in. These additional annual costs will be allocated per building in the monthly assessments which is within the general fund. Staff in the past has looked at the alternative of hiring additional maintenance workers to essentially be tasked with regular cleaning and cleanings following typical and heavy rentals. The majority of the cleaning work, if not all occurs outside normal business hours, and would therefore likely require a minimum of a combination of full and part-time staff and a supervisor. Based on WA State prevailing wage rates, the cost of this in-house labor together with indirect costs such as tools, equipment, supplies, consumables, operation and maintenance costs for a City vehicles, would easily exceed the cost for the recommended contracted services.

Alternatives:

None.

Recommendation/Conclusion:

Staff recommends that Council approve the Contract.

Concurrence:

The Finance, Court, Legal, Parks, Marina, Community Development, and Public Works Departments concur.

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GOODS & SERVICES CONTRACT **between the City of Des Moines and** **Facility Maintenance Contractors**

THIS CONTRACT is made by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Facility Maintenance Contractors organized under the laws of the State of Washington, King County, located and doing business at 1018 West James Street, Kent, WA. 98032, (253) 854-4000, Patrick Krier (hereinafter the "Vendor").

CONTRACT

I. DESCRIPTION OF WORK.

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

"2020 – 2023 City Custodial Services" as described in Exhibits A through N (incorporated into, and attached). This contract shall commence on June 1, 2020 and end on December 31, 2023.

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

II. TIME OF COMPLETION. Upon the effective date of this Contract, Vendor shall commence work on June 1, 2020, and provide all goods, materials, and services. This contract will end on December 31, 2023.

III. COMPENSATION. The City shall pay the Vendor an annual amount not to exceed \$253,076.00, inclusive of applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Contract. The City shall pay the Vendor the following amounts according to the following schedule:

The Vendor shall invoice the City monthly for the services rendered per Exhibits A through N.

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

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

IV. PREVAILING WAGES. Vendor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Vendor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Vendor. It shall be the responsibility of Vendor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

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

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

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

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

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

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

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

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

1. The date of the Vendor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Contract that support the claim;

4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

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

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

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

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

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

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

X. WARRANTY. This Contract is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

XI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf

of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

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

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

A. Minimum Scope of Insurance

Vendor shall obtain insurance of the type described below:

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

B. Minimum Amounts of Insurance

Vendor shall maintain the following insurance limits:

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

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

D. Acceptability of Insurers

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

E. Verification of Coverage

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

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

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

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

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

XVI. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

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

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

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

- G. **Compliance with Laws.** The Vendor agrees to comply with all federal, state, and

municipal laws, rules, and regulations that are now effective or in the future become applicable to Vendor's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

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

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

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

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Location	Unit	Unit Price	x per year	cleanings pe	Annual Subtotal
Exhibit A City Hall (suites A-D)	Monthly	\$2,513.00	12	156	\$30,156.00
Exhibit B - Beach Park Founders Lodge	Monthly	\$322.00	12	52	\$3,864.00
Exhibit B - Beach Park Founders Lodge - Typical Rental	on - call	\$161.00	60	60	\$9,660.00
Exhibit B - Beach Park Founders Lodge - Heavy Rental	on - call	\$240.00	20	20	\$4,800.00
Exhibit C - Field House	Monthly	\$1,524.00	12	190	\$18,288.00
Exhibit C - Field House - typical rental	on - call	\$202.00	10	10	\$2,020.00
Exhibit C - Field House - heavy rental	on - call	\$282.00	10	10	\$2,820.00
Exhibit D - Public Works Engineering	Monthly	\$657.00	12	104	\$7,884.00
Exhibit E - Police Service Center	Monthly	\$2,839.00	12	156	\$34,068.00
Exhibit F -Public works service center	Monthly	\$671.00	12	104	\$8,052.00
Exhibit G Senior Activity Center	Monthly	\$1,803.00	12	208	\$21,636.00
Exhibit G Senior Activity Center - typical rental	on - call	\$161.00	10	10	\$1,610.00
Exhibit G Senior Activity Center - heavy rental	on - call	\$242.00	10	10	\$2,420.00
Exhibit H PD Redondo Substation	Monthly	\$212.00	12	52	\$2,544.00
Exhibit I SJU Memorial Park Restroom	Monthly	\$1,589.00	12	250	\$19,068.00
Exhibit J Various City Buildings maintenance cleaning	Monthly	\$2,615.00		4	\$10,460.00
Exhibit K Beach Park Auditorium	Monthly	\$181.00	12	12	\$2,172.00
Exhibit K Beach Park Auditorium - typical rental	on - call	\$202.00	20	20	\$4,040.00
Exhibit K Beach Park Auditorium - heavy rental	on - call	\$282.00	20	20	\$5,640.00
Exhibit L Beach Park Dining Hall	Monthly	\$450.00	12	52	\$5,400.00
Exhibit L Beach Park Dining Hall - typical rental	on - call	\$161.00	20	20	\$3,220.00
Exhibit L Beach Park Dining Hall - heavy rental	on - call	\$242.00	20	20	\$4,840.00
Exhibit M Harbormaster office	Monthly	\$258.00	12	52	\$3,096.00
Exhibit N Beach Park Restrooms	Monthly	\$2,024.00	12	365	\$24,288.00

Total Annual Maintenance

\$180,516.00

Annual Post Rental estimate

\$41,070.00

Annual Exhibit J maintenance

\$10,460.00

**On-call floor waxing and windows

\$3390 per occurrence

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Woodmont Landslide Emergency
Repairs – CIP Budget Amendment and
Property Acquisition

AGENDA OF:

May 7, 2020

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 6, 2020

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSS

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

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

ATTACHMENTS:

1. December 20, 2019 Proclamation of
Emergency
2. Vacant Land Purchase and Sale Agreement
3. Project CIP Worksheet

Purpose and Recommendation:

The purpose of this agenda item is for City Council to authorize City Staff to process a 2020 budget amendment related to the emergency measures taken known as the Woodmont Emergency Landslide Repairs as declared by the December 20th, 2019 Proclamation of Emergency (Attachment 1) and to ratify the Vacant Land Purchase and Sale Agreement with Thomas J Orseno for the purposes of acquiring the property identified as King County Tax Parcel Number 9536600530 (Attachment 2).

Suggested Motion(s)

Motion 1: “I move to direct City Staff to bring forward a budget amendment to the 2020-2025 Capital Improvement Plan and the 2020 Capital Budget to include the Woodmont Emergency Landslide Repairs.”

Motion 2: “I move to ratify and approve the executed Vacant Land Purchase and Sale Agreement for the purchase of the property identified by King County Tax Parcel Number 9536600530 in Des Moines, for the purchase price of \$15,000.00 plus closing costs, and direct City Staff to bring forward a budget amendment to the 2020-2025 Capital Improvement Plan and the 2020 Capital Budget reflecting the cost for the purchase.”

Background:

On December 20, 2019, a significant rainfall event impacted the Puget Sound region resulting in a significant landslide adjacent to Woodmont Beach Drive and Marine View Drive. Damage was extensive and completely obstructed vehicular access to approximately 100 homes within the Lower Woodmont Neighborhood. The damage also prompted the closure of Woodmont Drive S just east of Marine View Drive due to roadway embankment and shoulder failure, ultimately undermining the stability of the roadway. In response, a Proclamation of Emergency was issued by the City Manager on December 20th, 2019 (Attachment 1), thereby waiving competitive bidding requirements and award of professional services and public works contracts for any emergency related work.

The City entered into contract with Scarsella Bros, Inc. to provide emergency services for landside debris removal, traffic control, storm drainage repair, roadway repair, roadway embankment repair, guardrail repair, tree removal, and all other incidental work to reopen public Rights-of-Way. The City also entered into contract with HWA GeoSciences under the City's 2018-2019 General Civil Engineering On-Call Contract to provide emergency geotechnical engineering services to guide the landslide mitigation efforts and ensure roadway stabilization measures are appropriate for this specific site. All work has been substantially and physically complete as of February 4th, 2020.

To have completed the landslide repairs, the City obtained a Construction Easement/Right of Entry for King County Tax Parcel Number 9536600530 where the majority of landslide damages occurred.

Discussion

The Woodmont Emergency Landslide Repair work performed consisted of geotechnical and civil engineering, debris cleanup, storm drainage repair and replacement, temporary traffic control, roadway embankment construction, guardrail removal and replacement, erosion control, and site monitoring. All work, disregarding the parcel purchase, is estimated to cost approximately \$245,000.00.

The acquisition of King County Tax Parcel Number 9536600530 allows the City to own and maintain the Woodmont Drive South roadway embankment repair as well as limit any future disturbance of the hillside at this specific slide location. A permanent embankment easement was reviewed for this site, but it was determined that due to the extent of damages caused by the landslide, the easement would have encumbered the entire property. The parties agreed to a purchase price of \$15,000.00, which represents a fair market value as the parcel was not suited for improvements due to topography.

Alternatives

None

Financial Impact

City Staff estimates the total cost of the emergency work to be approximately \$260,000.00 which includes all administration, engineering, construction, and Right-of-Way acquisition. It is anticipated that the following revenue sources will be utilized to cover these expenditures as illustrated in the CIP worksheet (Attachment 3). The Finance Director may recommend an alternate source of funding at the time of the budget amendment based on fund balance levels.

- \$172,500.00 Surface Water Utility
- \$87,500.00 One-Time Sales Tax

Recommendation

Staff recommends adoption of the motion(s).

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PROCLAMATION OF EMERGENCY

WHEREAS, Des Moines staff has reported to the City Manager, beginning on December 19 or December 20, 2019, a mudslide occurred in the Woodmont Beach neighborhood that has resulted in Woodmont Beach Drive being completely blocked. This road is the only access to the lower Woodmont neighborhood. Due to the mudslide, at the time of this proclamation, there is no access to and from the lower Woodmont neighborhood in the City of Des Moines, and

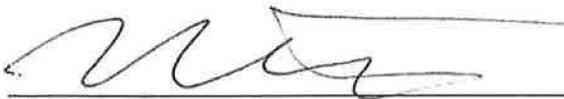
WHEREAS, these problems may last for a significant period of time and cause a threat to life and property, and

WHEREAS, this constitutes an emergency as defined by the Des Moines Comprehensive Emergency Management Plan and necessitates the utilization of emergency powers granted pursuant to chapter 2.36 DMMC, RCW 36.40.180, and RCW 38.52.070(2); now therefore,

BE IT PROCLAIMED BY THE City Manager of the City of Des Moines that an emergency exists in the City of Des Moines; therefore, the Des Moines Director of Emergency Management and City departments are authorized to take emergency actions and to provide emergency services to protect the health and safety of persons and property pursuant to the City of Des Moines Comprehensive Emergency Management Plan ("Plan"), chapter 38.52 RCW, and chapter 2.36 DMMC. As directed pursuant to the Plan, each City department is authorized to exercise the powers vested under this proclamation to enter into contracts and to incur obligations necessary to combat such victims of such disaster in the light of the exigencies of an extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law (excepting mandatory constitutional requirements.)

DATED this 20th day of December, 2019.

CITY OF DES MOINES



City Manager

APPROVED AS TO FORM:



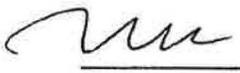
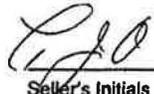
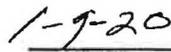
Des Moines City Attorney

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**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

- k. **Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- l. **Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- m. **Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- n. **Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
 - i. **Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
 - ii. **Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- o. **Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- p. **Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- q. **Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. **Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- s. **Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

				
Buyer's Initials	Date	Buyer's Initials	Date	Seller's Initials
	1-9-2020			1-9-20

**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

Continued

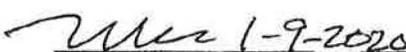
- t. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement. 172-179

- u. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, Listing Broker or Selling Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 15, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs. 180-197
 Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so. 198-199

- v. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 200-203

- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer. 204-207

- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers. 208-225

 1-9-2020 _____
 Buyer's Initials Date Buyer's Initials Date

 _____
 Seller's Initials Date Seller's Initials Date

Exhibit A

Lot 6, Block 27, Woodmont Beach Addition, according to the plat thereof recorded in Volume 22 of Plats, page 30, records of King County, Washington.

Situate in the County of King, State of Washington.

P.J. A 1-9-20
MML 1-9-2020

This legal description has been copied from the last vesting deed recorded in the public record. This legal description may change after a complete examination of the subject property and subsequent issuance of a preliminary title insurance commitment. For a fully researched legal description, please refer to the Exhibit "A" in your preliminary title insurance commitment. Also, please refer to your preliminary title insurance commitment for all matters affecting the subject property in the public record, if any.

**TITLE CONTINGENCY ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated January 9, 2020 1
between City of Des Moines Michael Matthias (signer) ("Buyer") 2
Buyer Buyer
and Thomas J Orseno ("Seller") 3
Seller Seller
concerning xxxxx (9536600530) Des Moines WA 98198 (the "Property"). 4
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with any easements, covenants, conditions and restrictions of record. Buyer shall have _____ 6
days (5 days if not filled in) from the date of Buyer's receipt of the preliminary commitment for title insurance; 7
or mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8
disapproval of exceptions contained in the preliminary commitment. 9

Seller shall have _____ days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 10
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 11
disapproved exceptions. 12

If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 13
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 14
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 15
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 16

2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 17
then the above time periods and procedures for notice, correction, and termination for those new exceptions 18
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 19
necessary to accommodate the foregoing times for notices. 20

3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 21
as provided for in the Agreement. 22

MM 1-9-2020 MM 1-9-20
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

SELLING FIRM'S COMMISSION

The following is part of the Purchase and Sale Agreement dated January 9, 2020 1
 between City of Des Moines Michael Matthias (signer) ("Buyer") 2
Buyer Buyer
 and Thomas J Orseno ("Seller") 3
Seller Seller
 concerning xxxxx (9536600530) Des moines WA 98198 (the "Property"). 4
Address City State Zip

Buyer
Selling Firm's Commission. If there is no written listing agreement, ~~Seller~~ agrees to pay Selling Firm a commission 5
 of _____ % of sales price or \$ 450.00. If the Earnest Money is retained as 6
 liquidated damages, any costs advanced or committed by Selling Firm shall be reimbursed or paid therefrom, and the 7
 balance shall be divided equally between Seller and Selling Firm. 8

If Seller shall, within six months from the date hereof, sell the Property to Buyer or someone acting on Buyer's behalf, 9
 Seller shall pay Selling Firm the commission set forth above, less any portion of the above earnest money retained by 10
 Selling Firm. Provided, if a commission is paid to another member(s) of a multiple listing service in conjunction with 11
 such sale, the amount of commission payable to Selling Firm shall be reduced by the amount paid to such other 12
 member(s). "Sell" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a 13
 lease with option to purchase, regardless of when it closes. 14

MM 1-9-2020 Thomas J. Orseno 1-9-20
 Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

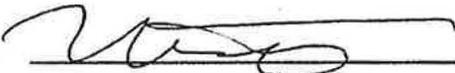
AGENCY DISCLOSURE

Washington State law requires real estate brokers to disclose to all parties to whom the broker renders real estate brokerage services whether the broker represents the seller (or lessor), the buyer (or lessee), both the seller/lessor and buyer/lessee, or neither. 1
2
3

This form is for use when the transaction forms do not otherwise contain an agency disclosure provision. 4

THE UNDERSIGNED BROKER REPRESENTS: Buyer, City of Des Moines 5

THE UNDERSIGNED BUYER / LESSEE OR SELLER / LESSOR ACKNOWLEDGES RECEIPT OF A COPY OF THE PAMPHLET ENTITLED "THE LAW OF REAL ESTATE AGENCY" 6
7

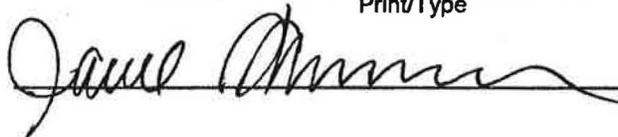
BUYER  1-9-2020 8
Signature Date

Signature Date 9

Signature Date 10

Signature Date 11

BROKER Janel Stoneback 12
Print/Type

BROKER'S SIGNATURE  13

FIRM NAME AS LICENSED Windermere Real Estate South Inc 14
Print/Type

FIRM'S ASSUMED NAME (if applicable) _____ 15
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Client Signatures – Acknowledgement of Disclosures & Pamphlets:

Affiliated Business Arrangement Disc.

Disclosure Rights And Obligations

Fair Housing

Law of Real Estate Agency

WINDERMERE REAL ESTATE
AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
 To the Buyer/Seller/Client of the Real Estate Property:
 This is to put you on notice that Windermere Real Estate, Inc. (Windermere) and its affiliated companies (collectively, "Windermere") are affiliated with the Real Estate Property and the Real Estate Agent. Windermere and its affiliated companies are not affiliated with the Real Estate Property and the Real Estate Agent in any other way. Windermere and its affiliated companies are not affiliated with the Real Estate Property and the Real Estate Agent in any other way. Windermere and its affiliated companies are not affiliated with the Real Estate Property and the Real Estate Agent in any other way.

WINDERMERE REAL ESTATE
DISCLOSURE RIGHTS AND OBLIGATIONS
 This document is intended to provide you with information about your rights and obligations as a buyer or seller of real estate. It is not intended to provide you with legal advice. You should consult with a lawyer for more information about your rights and obligations. This document is not intended to provide you with legal advice. You should consult with a lawyer for more information about your rights and obligations.

What Buyers and Sellers Need to Know About Fair Housing
 The Fair Housing Act is a federal law that prohibits discrimination in housing. It applies to the sale, rental, and financing of housing. The law prohibits discrimination on the basis of race, color, religion, sex, national origin, handicap, and familial status. The law also prohibits discrimination on the basis of sex and marital status. The law applies to all housing, including single-family homes, multi-family homes, and public housing. The law also applies to the financing of housing, including mortgages and other loans. The law is enforced by the Department of Housing and Urban Development (HUD). HUD provides assistance to people who have been discriminated against in housing. HUD also provides assistance to people who want to file a complaint with HUD. HUD also provides assistance to people who want to sue in court. HUD also provides assistance to people who want to sue in court.

THE LAW OF REAL ESTATE AGENCY
 SECTION ONE
 The Law of Real Estate Agency is a body of law that governs the relationship between a real estate agent and a client. It is based on the common law of agency, which is a branch of the law that deals with the relationship between a principal and an agent. The law of real estate agency is a specialized branch of the law of agency. It deals with the specific duties and obligations of a real estate agent. The law of real estate agency is enforced by the courts. The law of real estate agency is a body of law that governs the relationship between a real estate agent and a client. It is based on the common law of agency, which is a branch of the law that deals with the relationship between a principal and an agent. The law of real estate agency is a specialized branch of the law of agency. It deals with the specific duties and obligations of a real estate agent. The law of real estate agency is enforced by the courts.

Sewage Treatment Capacity

Protect Your Family From Lead

SEWAGE TREATMENT CAPACITY CHARGE
 Effective January 1, 2014
 WHAT IS THE CAPACITY CHARGE?
 The sewage treatment capacity charge is a charge in addition to sewer service fees that is assessed to those customers who are connected to the sanitary sewer system on or after Feb. 1, 1990.
 WHY DO WE HAVE A CAPACITY CHARGE?
 To protect public health and the environment, King County's wastewater treatment system must keep pace with growth in our city. That means building more pipes, pump stations, and treatment plants.
 King County

Protect Your Family From Lead In Your Home
 United States Environmental Protection Agency
 United States Consumer Product Safety Commission
 United States Department of Housing and Urban Development

The undersigned acknowledges receipt of the following documents and/or pamphlets:

1. Affiliated Business Arrangement Disclosure
2. Disclosure Rights & Obligations
3. What Buyers and Sellers Need To Know About Fair Housing
4. Law of Real Estate Agency
5. Sewage Treatment Capacity Charge pamphlet
6. Protect Your Family From Lead In Your Home

Client: Wise

Date: 1-9-2020



Client: _____

Date: _____

Windermere Real Estate/South Inc



Affiliated Business Arrangement Disclosure Statement

To: The Buyer(s) and/or Seller(s) of the Subject Property WRE Form 31
Rev. 02/2014

From: Windermere Real Estate/ South Inc ("Windermere")

Subject Property: Woodmont land

This is to give you notice that Windermere has a business relationship with Windermere Real Estate Mortgage Services Series/ _____ LLC ("Windermere Mortgage") and CW Title. Windermere owns 50% of Windermere Mortgage and less than 25% of the parent company of CW Title. Because of this relationship, a referral to these entities may provide Windermere a financial or other benefit. The benefit that Windermere may receive is limited to a return on its ownership interest, and neither Windermere nor your broker will be paid a referral fee.

Set forth below are the estimated charges or range of charges for the settlement services listed. You are NOT required to use the listed provider as a condition to your purchase or sale of the Subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Windermere Mortgage: Loan fees range from 0-3% of the loan amount depending upon the program and the buyer's qualifications.

CW Title: Title insurance charges range from \$310 to \$2,400 depending upon the purchase price.

CW Title: Escrow charges range from \$475 to \$2300 depending upon the purchase price.

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Windermere is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as a result of this referral. I understand that my broker will not receive any financial or other benefit as a result of this referral.

[Signature] 1-9-2020 _____
Client Signature DATE Client Signature DATE



IMPORTANT INFORMATION CONCERNING YOUR DISCLOSURE RIGHTS AND OBLIGATIONS

Seller disclosure is one of the most important parts of a real estate transaction. Sellers need to know what information they are obligated to disclose, and Buyers need to understand their own duty of diligence and investigation. This Memo is provided by Windermere's attorneys as general legal information and not advice. Real estate brokers are not attorneys, and you should consult an attorney if you have any specific disclosure questions.

Information for Buyers

Most buyers expect far more disclosure from the seller than the law requires. Sellers have no duty to inspect their property or look for defects and may not even consider a condition a defect after living with it for years. Instead, Sellers have a limited duty to disclose material defects that substantially affect the physical condition of or title to the property and information that substantially adversely affects the value of the property.

Sellers typically have no duty to disclose neighborhood conditions or past events at the property. For instance, sellers usually have no legal duty to disclose the following conditions either at the property or in the neighborhood:

- Murders, suicides, rapes or other crimes;
- Ongoing criminal or gang activity in the neighborhood;
- Registered sex offenders in the neighborhood;
- Future development in the area; or
- Political or religious activities in the area.

If these or similar matters are of concern to a buyer, then the buyer should include an inspection and "Neighborhood Review" contingency in any agreement and follow through with the inspection.

Washington law imposes a duty of diligence on the buyer to fully investigate the property and any information provided by the seller. A buyer is charged with the knowledge that the buyer would have obtained with a diligent investigation. For example, a buyer who receives an inspection report identifying a possible defect has a duty to investigate further and may be barred from seeking compensation from the seller if the defect could have been discovered through further inspection. A diligent investigation is the best way for buyers to avoid problems after closing and for sellers to reduce their risk of claims. A diligent investigation often involves more than a standard home inspection.

Information for Sellers

Although the law provides sellers with many protections, it does not prevent unhappy buyers from starting a lawsuit, and most buyer lawsuits are not covered by insurance. Sellers should consider disclosure to be a form of insurance. By disclosing a condition, the seller shifts the burden of investigation to the buyer. By remaining silent, a seller risks the appearance of concealment and a lawsuit.

To prove fraudulent concealment, a buyer only has to prove that the seller had actual knowledge of a hidden defect and failed to disclose it. The buyer does not have to prove a seller's intent to deceive or hide the defect. At the same time, once the seller does disclose an actual or possible defect, the duty shifts to the buyer to exercise diligence and investigate.

Instead of minimizing disclosures, a prudent seller will try to consider the property from the perspective of a buyer and then disclose what a buyer would want to know. Many of the conditions that lead to lawsuits would have been acceptable to the buyer if they had been disclosed in advance. Other conditions simply are not important enough to the buyer to fully investigate before purchasing a property. To maximize the benefit of disclosure law, sellers may want to make full disclosure of the property and neighborhood even if they have no legal duty to do so. It is usually better to be over-insured than not insured at all.

A handwritten signature in dark ink, appearing to be 'M. M.', is located at the bottom right of the page.

What buyers and sellers need to know about

Fair Housing

OUR GOALS AND OBJECTIVES

All of us at Windermere Real Estate are committed to the principles of Fair Housing practices for all. Fair Housing is a matter of dealing equally with all people as well as a matter of federal, state, and local laws. Fair Housing involves everyone, and we have to count on your being our partners in that effort as we work to find you a home, or sell your home.

We are experts in homes. It is our responsibility to provide you with the information you need to make a wise decision for yourself. Our task is to do our best to locate a home with the characteristics, location, and price you want, or to find a buyer that can satisfy your needs as a seller. It is also our task to provide you with enough information about current market conditions, including the sale prices of properties that have recently sold, to enable you to determine intelligently the price you are willing to pay or receive for a specific property.

You may wish to have available other kinds of information. Many buyers ask questions about the people who live in a neighborhood: "What kinds of people live here?" "Are there many children in the neighborhood?" "Are there any registered sex offenders nearby?" "Is there much crime here?" "Are there any especially noisy neighbors?"

Sellers may ask similar questions: "What kind of people make good prospective buyers?" "Who will fit well in this neighborhood?" "Do unmarried couples make good buyers?"

Such questions are outside the scope of our professional practice. Some of them raise Fair Housing issues, and all of them seek subjective

judgments rather than objective information. Such questions are important to buyers and sellers, but you ought to be aware of the laws that restrict the rights of buyers and sellers to make decisions based on such inquiries.

THE LAW

Federal law prohibits discrimination in a real estate transaction based on race, color, religion, familial status, sex, handicap, and/or national origin. In addition to the federal prohibitions, Washington law prohibits discrimination based on creed, marital status, sensory/physical/mental disability, use of a service animal (e.g., a seeing-eye dog), sexual orientation, and honorably discharged veteran or military status. Some local laws go even further to prohibit discrimination based on age, ancestry, gender identity, political ideology, and participation in Section 8 programs (for low-income families).

For buyers, there is a way to make your own private decision about whether a neighborhood and its surroundings are right for you. Most standard purchase forms used throughout our network allow you to include a contingency for a "Neighborhood Review" period. This gives you time to conduct your own exploration of the neighborhood for answers to the questions that are important to you. Ask your agent what options exist in your area for this kind of contingency.

Sellers should be aware of the laws that prohibit choosing a buyer based on legally protected class status. Generally speaking, if a seller receives a bona fide offer on a property, the seller cannot refuse to sell to, or even refuse to negotiate with,

continued


Windermere
 REAL ESTATE



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TOTAL PROJECT SCOPE					PROJECT BUDGET ALLOCATIONS BY YEAR PER ADOPTED 6 YEAR PLAN						
Expenditures	10/10/19 Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/2019	Estimated Year End 2020	Planned Year 2021	Planned Year 2022	Planned Year 2023	Planned Year 2024	Planned Year 2025	Planned Year 2026
Design	-	-	-								
Total Design	-	-	-	-	-	-	-	-	-	-	-
Prop/ROW/Easements	-	-	-								
Land		16,239	16,239	-	16,239						
Total Prop/ROW/Easements	-	16,239	16,239	-	16,239	-	-	-	-	-	-
Construction	-	-	-								
Interfund Financial Services		24	24	24							
Services - Non-Capitalizable		225,557	225,557	2,435	223,122						
Materials - Non Capitalizable		-	-	-	-						
Internal Labor - Non Capitalizable		16,196	16,196	-	16,196						
Individual Assets > \$5,000 - Equipment		-	-	-	-						
Contingencies	-	1,984	1,984	-	1,984						
Total Construction	-	243,761	243,761	2,459	241,302	-	-	-	-	-	-
Total Project Expense Budget:	-	260,000	260,000	2,459	257,541	-	-	-	-	-	-

Funding Sources	10/10/19 Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/2019	Scheduled Year 2020	Scheduled Year 2021	Scheduled Year 2022	Scheduled Year 2023	Scheduled Year 2024	Scheduled Year 2025	Planned Year 2026
SWM Transfer	-	172,500	172,500	-	172,500	-	-	-	-	-	-
One Time Sales Tax	-	87,500	87,500	2,459	85,041	-	-	-	-	-	-
Total Project Revenue Budget:	-	260,000	260,000	2,459	257,541	-	-	-	-	-	-

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2020 Surface Water Comprehensive Plan Update: Consultant On-Call Agreement Task Assignment for Engineering Services

ATTACHMENTS:

1. 2020-2021 On-Call General Civil Engineering Services, Parametrix, Task Order #2020-01

FOR AGENDA OF: May 7, 2020

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: April 30, 2020

CLEARANCES:

- Community Development _____
 Marina _____
 Parks, Recreation & Senior Services _____
 Public Works R. Blum

CHIEF OPERATIONS OFFICER: Tim George

- Legal /s/ Tim George
 Finance Catherine Wiese
 Courts _____
 Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: Michael Vico

Purpose and Recommendation

The purpose of this item is to seek City Council approval of the Task Order Assignment 2020-01 with Parametrix (Attachment 1) that will provide a mid-plan update to the City's most recent Surface Water Comprehensive Plan (2015 SWCP). The following motion will appear on the Consent Calendar:

Suggested Motion

Motion: "I move to approve the 2020-2021 On-Call General Civil Engineering Services Task Order Assignment 2020-01 with Parametrix, that will provide a mid-plan update to the City's current Surface Water Comprehensive Plan in the amount of \$135,535.74, plus a 10% contingency, and further authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted."

Background

The City of Des Moines 2015 SWCP was adopted on March 12th, 2015. The purpose of the SWCP is to outline the implementation of the City's 10 year surface water management program. Two major

components of the SWCP are the Surface Water Capital Improvement Plan and the Surface Water Rate and General Facilities Charge Update Analysis.

The 2015 SWCP calls for a status report and possible adjustments be prepared at the 5-year mark (2020) to determine progress toward achieving goals in its 10-year time frame and to account for any adjustments due to the NPDES permit renewal in 2018/2019.

Discussion

Through the City of Des Moines' 2020-2021 On-Call General Civil Engineering Services roster, Parametrix has been selected to provide a mid-plan update to the City's 2015 SWCP as recommended in the SWCP.

The Task Order Assignment with Parametrix consists of six tasks:

Task 1- Task Management and QA/QC

Task 2- Assemble 2015-2019 Data

Parametrix will coordinate with City staff to collect and assemble real data on the surface water program from plan implementation in 2015 to December 31, 2019. The data will be used to understand actual versus planned spending on labor, materials and capital so that FCS Group can calibrate and update the financial model and assess anticipated performance from 2020 through 2024.

Task 3- Capital Improvement Plan Update

Parametrix will update the CIP estimates for all remaining high-priority projects in the CIP. The data will then be used by FCS Group to update the financial model.

Task 4- SWCP Status and Recommendations Memorandum

The goal of this task is to provide the City with an actionable summary of the 2015 SWCP implementation to date and recommendations for adjustments to its implementation moving forward.

Task 5- Fiscal Analysis (Through FCS Group)

FCS Group will update the financial model for the City to include actual expenditures, updated CIP information and updated staffing needs.

Task 6- Council Committee Update

Parametrix will prepare for and attend one (1) committee meeting and one (1) council meeting to present the SWCP update and the findings of the financial plan.

Further details of the tasks to be performed are shown in Attachment 1.

Financial Impact

A copy of the project budget is provided in Attachment 1. The maximum amount payable per this task assignment is \$135,535.74. This expense was planned for in the 2020 Operating Budget (Professional Services) and adequate budget exists in the Surface Water Enterprise Fund.

Alternatives

Council could decide to not to approve the mid-plan update to the Surface Water Comprehensive Plan at this time. This is not advisable as the current adopted Comprehensive Plan recommends a status report be produced at the mid-point of the plan to determine how the plan is progressing and if any adjustments are needed.

Recommendation or Conclusion

Staff requests that Council approve the proposed motion.

Concurrence

Legal, Public Works and the Finance Departments concur.

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Formal Task Assignment Document

Task Number 2020-01

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

Location of Project: Des Moines, Washington

Project Title: Surface Water Comprehensive Plan Update

Maximum Amount Payable Per Task Assignment: \$135,535.74

Completion Date: December 31, 2020

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

See attached Scope of Work and Budget Estimate.

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature:  _____ Date: 2/25/2020

Agency Approving Authority: _____ Date: _____

Attachment A

SCOPE OF WORK

City of Des Moines Surface Water Comprehensive Plan Update

The City of Des Moines (City) has requested that Parametrix prepare a scope of work to provide a mid-plan update to the City's 2015 Surface Water Comprehensive Plan (2015 SWCP). The 2015 SWCP built on the City's existing stormwater management program and known stormwater problems to ensure that the stormwater infrastructure, policies, and funding mechanisms would meet the City's stormwater management needs for the period from 2015 through 2024. We are about 5 years into the updated plan and it is appropriate to assess how actual spending has occurred, assess future needs and to update the financial model to understand how much work will be completed at the end of the plan in 2024.

TASK 1 – TASK MANAGEMENT AND QA/QC

Goal

Parametrix will be responsible for continuous tracking and contract administration of this project, including preparing monthly invoices, coordination of work efforts with the City's project manager, and coordination with our subconsultant (FCS Group). Parametrix's project manager will have routine phone and email contact with the City's project manager on an as-needed basis with regard to scope, schedule, budget, and invoicing issues.

This task also includes independent review of all project deliverables by a qualified and licensed professional to ensure that each project deliverable meets the standard of care for our industry and best meets the City's needs.

Assumptions

- Initial kick-off meeting attended by up to three (3) Parametrix staff.
- The budget estimate assumes all work will be completed by December 31, 2020.

Deliverables

- Kick-off meeting with City and Parametrix staff.
- Monthly invoices and progress reports.
- QA/QC review documentation (delivered upon request).

TASK 2 – ASSEMBLE 2015 TO 2019 DATA

Goal

Parametrix will coordinate with City staff to collect and assemble real data on the surface water program from plan implementation in 2015 to December 31, 2019. The data will be used to understand actual versus planned spending on labor, materials and capital so that FCS Group can calibrate and update the financial model and assess anticipated performance from 2020 through 2024.

Approach

The City will provide all available data and then Parametrix will assemble that data and coordinate with FCS Group to begin calibrating the model for actual versus planned spending.

Parametrix will collect actual capital project spending and will compare to the planning level estimates for those Capital Improvement Plan (CIP) projects and recommend adjustments to remaining CIP estimates to improve reliability of the overall capital plan.

Assumptions

- The City will provide all of the above information or will provide direction on how the data can be obtained electronically.

TASK 3 – CAPITAL IMPROVEMENT PLAN UPDATE

Goal

Parametrix will update the CIP estimates for all remaining high-priority projects in the CIP. The data will then be used by FCS Group to update the financial model.

Approach

Parametrix will use final opinions of cost and actual bid tabulations for CIP projects completed recently by the City and other local jurisdictions to update and better reflect anticipated capital costs.

Assumptions

- Updated capital costs will be completed for the remaining high priority projects as originally ranked in the 2015 Surface Water Comprehensive Plan.
- Estimates for up to three (3) additional CIP projects will be included.
- The City will identify and provide a project description for additional CIP projects.
- The City will determine the ranking of additional CIP projects.

Deliverables

- Revised CIP worksheets and up to three (3) additional CIP worksheets in PDF format.

TASK 4 – SWCP STATUS AND RECOMMENDATIONS MEMORANDUM

Goal

The goal of this task is to provide the City with an actionable summary of the 2015 SWCP implementation to date and recommendations for adjustments to its implementation moving forward.

Approach

Parametrix will conduct the following effort:

1. SWCP Status and Recommendations: Prepare a SWCP Status and Recommendations Memorandum comprised of the following:

- a. Executive Summary.
 - b. NPDES Update: A summary and action recommendations regarding NPDES Western Washington Phase II Municipal Stormwater Permit requirements enacted under the 2019-2024 permit term, including those related to Stormwater Management Action Planning (SMAP) and the Source Control Program for Existing Development.
 - c. CIP Update: Documentation of the findings and recommendations developed in Task 3 – Capital Improvement Plan Update.
 - d. Opportunity Fund: Evaluation and recommendations regarding potential conversion of the City's Pipe Replacement Fund to an opportunity fund available to a broader range of stormwater management projects.
 - e. Financial Plan Update: Documentation of the findings and recommendations developed in Task 5 - Fiscal Analysis.
2. Inter-Disciplinary Team Support: Participate in a meeting with the City to provide stormwater-related recommendations in support of the City forming an Inter-Disciplinary Long-Range Planning Team assigned to inform and assist in the development of water quality management policies and strategies based on Permit Section S5.C.1.a.
 3. 2013-2019 Stormwater Planning Annual Report Questions: Prepare answers to Permit Annual Report Questions 5 through 14 based on Permit Section S5.C.1.b.i(a) describing how the City used stormwater management needs and protection/improvement of receiving water health to inform the planning update processes and influence policies and implementation strategies during the 2013-2019 permit term.
 4. Summary Report of Current Stormwater Planning: Prepare a report based on Permit Section S5.C.1.b.i(b) and Annual Report Questions 5 through 14 describing how water quality is being addressed during this permit term in updates to the Comprehensive Plan.

Assumptions

- The City's Geographic Information System (GIS) Team will be responsible for providing the following GIS data (if available): existing land uses, hydrologic soil groups, drainage basins, known storm pipes and structures, and aerial photos. Parametrix will be responsible for developing the figures which will be included in the SWCP.
- For each draft deliverable, the City project manager will be responsible for coordinating comments by City staff; will compile and reconcile the comments in a single document; and will deliver the compiled comments to Parametrix for generation of the final deliverable. City review comments are anticipated within 2 weeks of the draft submittal.
- Up to two Parametrix team members will participate in a meeting with City staff for up to 2 hours to discuss comments received on the draft memorandum.
- Up to two Parametrix team members will participate in a meeting for up to 2 hours in support of the City forming an Inter-Disciplinary Long-Range Planning Team.

Deliverables

- Draft and final SWCP Status Update and Recommendations Memorandum (approximately 10 to 15 pages, not including attachments) in Microsoft Word and PDF electronic file formats.
- Draft and final 2013-2019 Stormwater Planning Annual Report Questions in Microsoft Excel and PDF electronic file formats.
- Draft and final Summary Report of Current Stormwater Planning (approximately 8 to 10 pages, not including attachments) in Microsoft Word and PDF electronic file formats.

TASK 5 – FISCAL ANALYSIS (FCS GROUP)

FCS Group will update the financial model for the City to include actual expenditures, updated CIP information and updated staffing needs. They will then look at three (3) scenarios:

1. How many of the remaining high priority CIP projects can be completed under the current plan for rates?
2. If all remaining high-priority capital projects cannot be completed within the current plan (through 2024), then how many additional years would it take to complete them?
3. If all remaining high-priority capital projects cannot be completed within the current plan (through 2024), what rate increases through 2024 would be necessary to complete them?

A complete scope of services and a breakdown of the budget estimate for Task 5 were prepared by FCS Group and are attached to this scope of services for reference.

TASK 6 – COUNCIL COMMITTEE UPDATE

Approach

Parametrix will prepare for and attend one (1) committee meeting and one (1) council meeting to present the SWCP update and the findings of the financial plan.

Assumptions

- No separate public meetings are included.
- Up to two (2) Parametrix team members will participate in the committee and council meetings (see FCS Group scope for their attendance of these meetings).

Deliverables

- Presentation in MS PowerPoint and PDF formats.

END OF SCOPE OF SERVICES

PROJECT APPROACH

FCS GROUP will provide an updated financial plan in support of the mid-plan update to the City of Des Moines 2015 Surface Water Comprehensive Plan. FCS GROUP will incorporate updated financial information and remaining future needs to project rates to City stormwater customers. The result will be an updated financial plan that includes any necessary rate adjustments applied to the City's existing rate structure.

Task 1: Data Collection & Review

The consultant will prepare an initial data request identifying specific pieces of data to be collected. The consultant will review data provided and make formal requests for any additional items or explanations as necessary. Inconsistencies and problems in data collected will be identified and resolved to allow accurate analysis. Meet with City to discuss study goals and specific policy issues, including the charging of streets.

Task 1 Work Products:

- Data request.
- Additional data request as necessary.
- Participation in kickoff meeting with City and Parametrix staff.

Task 2: Revenue Requirements Update

The revenue requirement is defined as the total amount of rate revenue needed to meet an enterprise's financial obligations, including capital, operating, and policy-driven commitments. The results of the revenue requirement analysis will be the recommended percentage rate increases or decreases needed to meet the obligations of the stormwater service for 2020 (remaining) and beyond.

- 2.1 Using an Excel spreadsheet model and incorporating actual revenue and expenditure information, as well as remaining capital needs, project operations and capital revenue requirements for a 10-year period.
- 2.2 Prepare for and participate in a (1) review meeting with City staff.
- 2.3 Revise / update revenue requirement findings based on City feedback.

Task 2 Work Products:

- Revenue requirements analysis and model in Excel spreadsheet.
- Participation in review meeting with City (and Parametrix) staff.

Task 3: Documentation and Presentation

Task three includes presenting findings to the applicable City Council subcommittee and the full Council, and writing a technical memorandum summarizing findings.

- 3.1 Write a draft technical memorandum summarizing study findings and recommendations. Include a comparison of storm and surface water rates in surrounding jurisdictions.
- 3.2 Prepare for and meet with the applicable City Council subcommittee and the full Council up to two (2) times in support of findings.

3.3 Prepare a final technical memorandum, incorporating revisions based on City staff and Council comments. The final product shall be prepared and delivered in both hard copy (up to ten copies) and .PDF formats.

Task 3 Work Products:

- Draft technical memorandum
- Participation in Council subcommittee and Council meetings
- Final report

BUDGET

We propose to perform the task plan described above for no more than \$23,640. A detailed budget spreadsheet is provided below.

Task ¹	Hourly Rate	Project				Total Hours	Total Budget
		Principal \$ 270	Manager \$ 185	Consultant \$ 145	Support \$ 85		
Task 1: Data Collection & Review							
1.1 Data collection & review (1)		4	4	8	0	16	\$ 2,980
Task 2: Revenue Requirements Update							
2.1 Project revenue requirements		2	4	40	0	46	\$ 7,080
2.2 Review meeting (1)		4	4	8	0	16	\$ 2,980
2.3 Update analysis		1	2	4	0	7	\$ 1,220
Task 3: Documentation & Presentation							
3.1 Write draft technical memorandum		2	4	16	0	22	\$ 3,600
3.2 Meet with Council (2)		8	8	4	2	22	\$ 4,390
3.3 Finalize technical memorandum		1	2	4	2	9	\$ 1,390
Total		22	28	84	4	138	\$ 23,640

¹ Number of meetings noted in parentheses.

Task	SubTask	Description	Labor Dollars	Burdened Rates:	Labor Hours	Personnel	Rate	Hours	Total
01	01	SWCP Update	\$110,895.74	\$183.02	572	Julie G. Brandt	\$183.02	264	\$102,511
01	01	Task Management & QA/QC	\$11,405.76	\$260.00	60	Paul S. Fendt	\$260.00	60	\$15,600
01	02	Assemble 2015 to 2019 Data	\$6,112.72	\$299.15	32	Austin Fisher	\$299.15	78	\$9,588
01	03	Capital Improvement Plan Update	\$10,424.80	\$149.50	56	John M. Betzovg	\$149.50	16	\$8,160
01	04	SWCP Status and Recommendation Memo	\$69,288.06	\$130.77	360	Craig A. Butrago	\$130.77	16	\$20,923
01	04	SWCP Status & Recommendations	\$32,368.12	\$173.42	166	John M. Betzovg	\$173.42	16	\$28,355
01	04	Interdisciplinary Team Mtg	\$4,488.32	\$149.50	22	Joshua R. Ahmann	\$149.50	26	\$3,287
01	04	Annual Report Questions	\$16,298.80	\$130.77	84	Kimberly C. Stuth	\$130.77	16	\$10,861
01	04	Current Planning Report	\$16,132.82	\$130.77	88	Kimberly C. Stuth	\$130.77	16	\$11,488
01	04	Council Committee Update	\$13,664.40	\$130.77	64	Kimberly C. Stuth	\$130.77	16	\$8,448
Subconsultants									
Financial Consulting Solutions Gp.			\$23,640.00						
Subconsultants Total:			\$23,640.00						
Other Direct Expenses									
Mileage - \$0.575/mile			\$1,000.00						
Other Direct Expenses Total:			\$1,000.00						
Project Total			\$135,535.74						

Bonnie Wilkins

From: Marnie <sevores@comcast.net>
Sent: Friday, April 10, 2020 9:50 AM
To: _CityCouncil
Subject: Ban on late fees.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

If other cities are putting a moratorium on late fees but we are not, what is the reasoning? Seattle and Burien as well as others but we are not?

My husband was without work for 2 weeks at the end of January and I had to call every bill that I would need to be late.

Today it was announced the highest unemployment claims since 1982. It takes some time to get those checks if you qualify. Actually my husband and son haven't received anything yet. Also the site is down until April 15th. It will probably May before people receive money.

The Senate has passed but the House hasn't, a bill to give families some money but it won't come for 3-6 weeks.

I'm thinking of all our businesses just on MVD that may not have enough money to pay their bills. We hear on the news all the time people live paycheck to paycheck. The bill is to support small businesses also but again it will take some time to receive the money.

It isn't enough to not be able to pay your bills but to incur additional debt because of it is shameful.

Thanks,
Marnie

Marnie Sevores
206-683-4217

Bonnie Wilkins

From: Christina Cutler <cmariecutler@gmail.com>
Sent: Friday, April 10, 2020 9:14 AM
To: _CityCouncil
Subject: Comments on halting late fees on rent

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello City Council -

I'd like to submit my comments regarding the proposed hiatus on late rent fees. I believe this would be a Band Aid solution that would have negative down-stream affects on our community; and it is out-of-scope of the Councils' role to interfere with private-party contractual arrangements (assuming they are legal and legitimate).

I believe the moratorium on late fees will create an incentive not to pay rent, which will cause burden on families and small businesses. Legal limitations on late fees are already law. There are people in our town that rely on rental payments to pay their mortgage, whether they rent out a room, a basement, or are a small business with multi-unit rentals. Unless there is relief from the very top of the funnel, these short-sighted relief efforts will have negative affects. I would add Commercial mortgage and rent relief to this point, as well.

Please do not rob Peter, to pay Paul.

Furthermore, flexibility in late payments should be left up to the parties involved in each contract as their may be extenuating circumstances of which the Council would be unaware. A blanket requirement is not appropriate.

Thank you for your time and consideration.

Stay safe.

Christina Cutler

Bonnie Wilkins

From: Jerry Buxton <jbuxtonaviator59@gmail.com>
Sent: Monday, April 13, 2020 8:00 AM
To: _CityCouncil
Subject: Addressed to mayor of Des Moines

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To Mayor of Des Moines Mr. Pina.

I have lived in city of Des Moines and followed meetings of the city's council 32 years. No more of a shameful act did I see then your vicious attacks on colleague Council man Mr. JC Harris. No proof did you provide for any allegation. WE are in a GLOBAL PANDEMIC and you decide to use gossip and second or even third handed knowledge. You have lost my respect as well have you lost the bully pulpit. You should be oh so ashamed. As should anyone who defends you.

Jerry

Bonnie Wilkins

From: Tim Cutler <cutlertr@gmail.com>
Sent: Thursday, April 23, 2020 7:48 AM
To: _CityCouncil
Subject: Sidewalk Extension

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello,

My name is Tim Cutler. I currently live on 231st Street off of Marine View Drive, just past Whaler's Village. I've been a homeowner here for just shy of two years. I am writing to ask the City Council to consider extending the sidewalk from Whalers Village up to the edge of the property line at 23207 Marine View Dr. S. This would give sidewalk access to all the residents of the streets 231st, Marine View Dr S, and 232nd Ct,

There has been a growing safety concern amongst residents as many of us have newborns, and walking with strollers along this section of road to get to where the sidewalk begins, just past Whaler's Village, requires us to walk on the side of the road. The terrain on the top of the curb is not conducive to strollers. Traffic often speeds up the hill, and the margin for safety is highly decreased, as the cars get very close to the pedestrians. During many hours of the day, crossing the road to get to the sidewalk on the other side is just not an option with the amount of traffic.

Please feel free to reach out to me with any questions, I'd be happy to answer them. I appreciate your time on this safety matter.

Sincerely,

Tim Cutler
(206)218-5896

Bonnie Wilkins

From: eg miller <egmiller628@gmail.com>
Sent: Thursday, April 30, 2020 9:00 PM
To: _CityCouncil
Subject: COVID19 relief for Des Moines businesses and residents

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Dear Council Members,

I wholeheartedly agree lifting the parking fees at the marina for the summer season would definitely lift the spirits of all citizens in Des Moines as well as businesses that have suffered from lower than normal turn outs at the Saturday Markets as well as arts activities and festivals. The gates make it tiresome going in and out and really only needs to be lowered after sunset. That is a great idea!

I also think you do not need to reinvent the wheel, regarding discounts for Des Moines Merchants. There is this company called Group On that already does that, so no need to duplicate the effort. Just get in touch with Group On and perhaps offer funding towards that for each merchant.

I think contributing \$\$ directly towards local businesses so they can pay their rents, staff, etc and stay in Des Moines is most important. Maybe work with some of the local property management companies and provide tax incentives to landlords who temporarily lower rents for commercial properties. The worst thing to see is blight and empty buildings.

I dont think masks are a great need as reusable masks are fairly easy to come by now, either hand sewn or purchased.

I also would recommend having an independent auditor review the city budget to make sure we are in line with other like sized WA cities.

Also, on a personal note, I hate seeing litter in our beautiful little town. I also hate seeing pan-handlers on 99 and Kent-Des Moines Rd. Many of the signs these pan-handlers say they will work for money. So instead of fining or ticketing them or shooin them away, maybe the city can pay them as day laborers to pick up litter. It would be a win-win for both parties.

Sincerely,

Esther Miller
PH 206 981 1714
1412 S 275th Place
Des Moines WA 98198

PS I have lived here nearly my entire life since 1967.

Bonnie Wilkins

From: Henry McMichaels <thehornofsirenfield@gmail.com>
Sent: Thursday, April 30, 2020 4:16 PM
To: _CityCouncil
Subject: These proposals on blog

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

council Member Anthony Martinellis proposals on the blog are great. council should already be implementing them.
I ask as longtime resident for you to pass them.

Henry

Bonnie Wilkins

From: Rob Main <andersoncentraal@comcast.net>
Sent: Thursday, April 30, 2020 12:00 PM
To: _CityCouncil
Subject: CM Mertinelli's Blog proposal

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To the DM city council...

After reading the laundry list of financial commitments CM Martinelli will be proposing (I assume at the next scheduled meeting) I immediately became concerned for the city's financial well-being. The nickel and diming approach along with a substantial investment in business relief fund worries me that all of the headway made to get the city's finances in order after years of similar thinking seriously worries me. Please do the research on real impacts (in numbers) to the food bank, local business etc. before allocating cash out to every hand that is open. There are no financial specifics on if any of the list of things CM Martinelli proposes are even needed and to what scale. I don't think the city of Des Moines should be in the business of earmarking funds for all of these different needs when there are avenues for small business already at the state/national level. It's not the city's place to give handouts to small business at the same time they increase small business costs of increased wages. Makes no sense.. and I'm sure small businesses would agree. Business is an ecosystem... you pull or push on one thing and other things are impacted. So I urge you to vote this proposal down and encourage the city manager to come to the table with a more complete picture of the impacts.

Thank you... be well.

Rob Anderson, Des Moines resident since 2002, Des Moines property owner, and supporter of a better Des Moines.

Sent from my iPhone

Bonnie Wilkins

From: h j s <hjstahl@msn.com>
Sent: Thursday, May 7, 2020 11:02 AM
To: Bonnie Wilkins
Subject: Public Comment for May 7, 2020 City Council Meeting regarding planned expenditures

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To the City Council of Des Moines,

In reviewing the Agenda for tonight's meeting I am appalled at the action items being discussed. There is NO recognition of the budget shortfall which the city will experience this year. Seven weeks into this shutdown and you are still not dealing with reality. Instead you are considering approving contracts for over one million dollars, most of which are absolutely not necessary in this time of crisis. 24th Ave has sufficed as is for over the last 50 years I have been in the area and this is the last item that should be considering for going down the path of expenditures in this period of budget shortfall. It will wait with no adverse impacts. In addition, the staff of Des Moines should be working toward saving money rather than arranging moving utilities for a project that should not go forward at this time. In fact, if that is what people need to spend their time doing, I would suggest these personnel are no longer needed on staff. Personnel cuts WILL need to be made. Park design expenditures is absolutely frivolous, the land will still be there at some time in the future after we get out of this mess. Spending money for reviewing the Surface Water Management plan is also frivolous. The entire concept is just a taxpayer rip-off. Water will flow and It will take care of itself without some "experts" taking over \$100,00 for advice. Not now. As for facility maintenance, this is time to minimize the cost and very good opportunity for competitive bids to reduce cost. These things need to be addressed now, before the situation gets any worse or the next thing we know you will go after the citizens for higher taxes and reducing primary public safety duties by laying off police officers, etc. This should be belt tightening, not going forward as though nothing is wrong. I would expect the entire city council will be attuned to minimizing the impact rather than running headlong into a stone wall before the realization set in. I will now be paying attention.

Thank You.

Respectfully submitted,

Henry Stahl

Bonnie Wilkins

From: Riley Bancroft <bancroft.reb@gmail.com>
Sent: Thursday, May 7, 2020 2:51 PM
To: Bonnie Wilkins
Subject: Public Comment for May 7, 2020 City Council Meeting - Riley_Bancroft
Attachments: Public Comment for May 7 2020 City Council Meeting.docx

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Riley Bancroft May 7th, 2020

RE: May 7, 2020 City Council Meeting Agenda Item #7: Motion to award the City of Des Moines 2020-2023 City Custodial Services contract to a new service provider, whose bid is an estimated annual amount not to exceed \$253,076.

As a resident of Des Moines, I would like to raise attention to the increase in expenditure for City Custodial Services. It is my understanding that the current services provider has been the successful bidder for these Custodial Services since 2003, and is a resident and small business owner in the city. The current contractor's bid for this Goods and Services Contract is an estimated annual amount not to exceed \$144,452.

Please let the City Council be informed that the motion to award contract equals an excess of **\$108,624** annually – which equates to a total of **\$389,236** over the course of the 43-month contract (June 2020 – December 2023). Please note that these contract values are based on identical scopes of work per the City of Des Moines' RFP dated January 27, 2020 (01/27/2020).

Given the current economic climate, I request further discussion and would greatly appreciate your discretionary review before the motion is passed. Thank you.



- Government Employees Insurance Company
- GEICO General Insurance Company
- GEICO Indemnity Company
- GEICO Casualty Company

- GEICO Advantage Insurance Company
- GEICO Choice Insurance Company
- GEICO Secure Insurance Company
- GEICO County Mutual Insurance Company
- GEICO Marine Insurance Company

One GEICO Plaza ■ Washington, DC 20076-0001

May 1, 2020

City Manager, Des Moines, WA
21630 11th Ave S
Des Moines, WA 98198

Dear Michael Matthias:

I read with great interest your plan to assist Des Moines' seniors and Veterans that are being negatively impacted by the COVID-19 pandemic. Your concern and compassion for the City's most vulnerable are truly evident through your Emergency Assistance To Seniors and Vets (EATS) program.

Therefore, the GEICO Military Team would like to offer \$5000.00 in financial support of EATS to assist with feeding these citizens while concurrently supporting Des Moines' local businesses.

To enable GEICO Military financial assistance, please provide the following;

- Bank name**
- Account Name**
- Routing Number**
- Account Number**
- EIN Number**

Once provided, we will process the funds for EFT to your account. If you have any questions, do not hesitate to contact me, KIsherwood@GEICO.com or 240-786-2775.

Sincerely,

Kevin Isherwood
Command Master Chief, U.S. Coast Guard (Retired)
GEICO Military Department
4608 Willard Avenue
Chevy Chase, MD 20815

SURVIVE – REVIVE – THRIVE

- Admin Report 5-7-2020

EMERGENCY MANAGEMENT UPDATE

COMMUNICATE – COLLABORATE - COOPERATE

- Dave Mataftin, Assistant Fire Chief (South King Fire & Rescue) and Incident Commander for the Joint Emergency Operations Center



EMERGENCY MANAGEMENT UPDATE

COMMUNICATE – COLLABORATE - COOPERATE

- Shannon Kirchberg, City of Des Moines Emergency Preparedness Manager



SUMMER PROGRAMS

Susan Cezar, Chief Strategic Officer/Parks, Recreation & Senior Services Director

- Scheduled City Events
 - Summer Concerts
- External Agency Events
 - Working with the Farmer's Market
 - They must be compliant and plan approved by King County Public Health
 - Other - DDM/Rotary: decisions driven by safety
 - Cancel 4th of July and Waterland Parade
- Private rental events
 - Working with each customer to determine if event can proceed
 - Reschedule or refund deposits
- Recreation programs
 - Programs modified or suspended
 - Looking into expansion of virtual programs, other creative options

SENIOR ACTIVITY CENTER UPDATE

- Susan Cezar, Chief Strategic Officer/Parks, Recreation & Senior Services Director
 - Lunch program
 - Take out hot lunches Mon – Thurs = 80 to 90 per day, steady increase
 - Meals on Wheels = increase to around 400 per month
 - Staying in touch with our Seniors
 - Wellness calls
 - Something special
 - Holidays/Birthdays/Greeting Cards/fresh flowers
 - Counselor available via phone

Staff, volunteers, and partner agencies have done an incredible job keeping up with increasing demand for services

SENIOR ACTIVITY CENTER UPDATE



OTHER UPDATES

- AUDITORIUM

- Grant received from King County YAS



- REDONDO

- Scott Wilkins, Harbormaster
 - Boat Launch / Parking Lot
 - Boardwalk

ECONOMIC RECOVERY

- Dedicated City Staff Resources
- Eric Lane, City Planner 2 previously employed by Pierce County Housing Authority and an adjunct lecturer at Highline College will focus as Economic Relief and Resource Coordinator.
- **This position will seek resources and provide referrals to our local businesses to help economic recovery from the pandemic.**
- **This position will also be working at the state and federal level with Anthony Hemstad, our Legislative Advocate to secure any available state and federal resources for our local businesses.**
- Eric has already been active coordinating with:
 - GSP (Greater Seattle Partners – Chris Gregoire’s group of corporate executives and public agencies)
 - SBDC (Small Business Development Center) at Highline College
 - Soundside Alliance
 - Southside Chamber of Commerce
 - Association of Washington Cities
 - Suburban Cities Association

EMERGENCY ASSISTANCE TO SENIORS AND VETS PROGRAM (EATS)

- Build on the success from the lunch program at the Senior Activity Center.
 - Program only runs Monday through Thursday.
 - Support to seniors Fridays, Saturdays and Sundays.
- 6-8 week to formulate a program to inject capital into the local economy.
- Discussion with LiUNA local 242 to assist including veterans.
- Rochelle Sems, Management Analyst worked out the details with the King County Vets and Senior levy staff to redirect our grant funds of the Vets levy to this program.

EMERGENCY ASSISTANCE TO SENIORS AND VETS PROGRAM (EATS)

- Each week a voucher of \$2,500 will be purchased from a local restaurant. The following week we will use a different restaurant. This will equate to an investment of \$10,000 per month in our local economy.
- Reached out to Anthony's to be our first restaurant.
 - Rochelle worked locally with Anthony's and they were excited to participate.
- Press release out on social media April 30, 2020.
- The program began May 6, 2020.
- We are anticipating learning as we go to make this most effective program.

CONTRIBUTIONS

- Kevin Isherwood donated \$5,000 through the GEICO Military Department to continue support of the program.



- Please be advised that donations to the city are tax deductible.

CONTRIBUTIONS



- Government Employees Insurance Company
- GEICO General Insurance Company
- GEICO Indemnity Company
- GEICO Casualty Company

- GEICO Advantage Insurance Company
- GEICO Choice Insurance Company
- GEICO Secure Insurance Company
- GEICO County Mutual Insurance Company
- GEICO Marine Insurance Company

One GEICO Plaza ■ Washington, DC 20076-0001

May 1, 2020

City Manager, Des Moines, WA
21630 11th Ave S
Des Moines, WA 98198

Dear Michael Matthias:

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Therefore, the GEICO Military Team would like to offer \$5000.00 in financial support of EATS to assist with feeding these citizens while concurrently supporting Des Moines' local businesses.

To enable GEICO Military financial assistance, please provide the following:

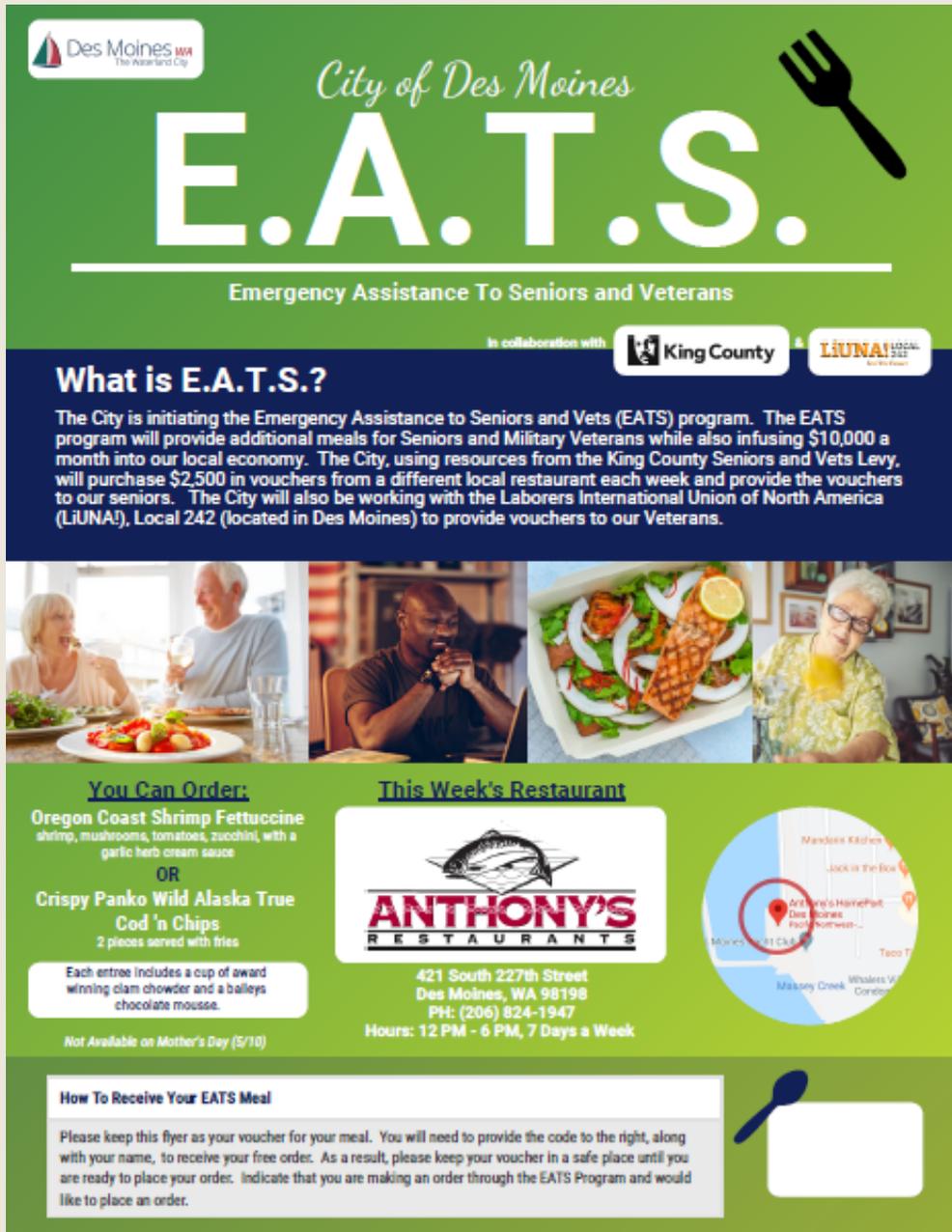
Bank name
Account Name
Routing Number
Account Number
EIN Number

Once provided, we will process the funds for EFT to your account. If you have any questions, do not hesitate to contact me, KIsherwood@GEICO.com or 240-786-2775.

Sincerely,

Kevin Isherwood
Command Master Chief, U.S. Coast Guard (Retired)
GEICO Military Department
4608 Willard Avenue
Chevy Chase, MD 20815

EATS PROGRAM



The flyer is a green and white document. At the top left is the Des Moines logo. The title 'City of Des Moines E.A.T.S.' is prominently displayed in white on a green background, with a black fork icon to the right. Below the title is the subtitle 'Emergency Assistance To Seniors and Veterans'. Logos for King County and LiUNA are shown. A dark blue section contains the text 'What is E.A.T.S.?' and a paragraph explaining the program. Below this is a row of four photos: a couple eating, a man eating, a plate of food, and an elderly woman. The bottom section is green and contains 'You Can Order:' with two menu items, 'This Week's Restaurant' featuring Anthony's Restaurants with address and hours, a map of the location, and 'How To Receive Your EATS Meal' with instructions and a spoon icon.

Des Moines WA
The Award-Winning City

City of Des Moines

E.A.T.S.

Emergency Assistance To Seniors and Veterans

In collaboration with **King County** and **LiUNA**

What is E.A.T.S.?

The City is initiating the Emergency Assistance to Seniors and Vets (EATS) program. The EATS program will provide additional meals for Seniors and Military Veterans while also infusing \$10,000 a month into our local economy. The City, using resources from the King County Seniors and Vets Levy, will purchase \$2,500 in vouchers from a different local restaurant each week and provide the vouchers to our seniors. The City will also be working with the Laborers International Union of North America (LiUNA), Local 242 (located in Des Moines) to provide vouchers to our Veterans.

You Can Order:

Oregon Coast Shrimp Fettuccine
shrimp, mushrooms, tomatoes, zucchini, with a garlic herb cream sauce

OR

Crispy Panko Wild Alaska True
Cod 'n Chips
2 pieces served with fries

Each entree includes a cup of award winning clam chowder and a balleys chocolate mousse.

Not Available on Mother's Day (5/10)

This Week's Restaurant

ANTHONY'S RESTAURANTS

421 South 227th Street
Des Moines, WA 98198
PH: (206) 824-1947
Hours: 12 PM - 6 PM, 7 Days a Week

Map showing location: Anthony's HomePort Des Moines

How To Receive Your EATS Meal

Please keep this flyer as your voucher for your meal. You will need to provide the code to the right, along with your name, to receive your free order. As a result, please keep your voucher in a safe place until you are ready to place your order. Indicate that you are making an order through the EATS Program and would like to place an order.

- Vouchers will be distributed to Seniors at the Senior Center and to LiUNA 242 union hall who will distribute to veterans.
- We will adjust distribution based on demand.

CHALLENGES TO CITY FINANCES FROM COVID-19

- Revenue Challenges:
 - Decrease in tax revenues.
 - Decrease in program revenues.
 - Determine impact to all significant revenue sources.
 - Possible funding from FEMA and other state/federal resources.
 - Timing of revenue sources – Uncertainty of when we will receive these resources.
 - The City faces significant challenges related to the uncertainty in the receipt of revenues.

EXPENDITURE ADJUSTMENTS

ADJUSTMENTS TO THE 2020 BUDGET:

COVID-19 RESPONSE:

Costs to stand-up the EOC, supplies and costs for personal protection equipment (PPEs)	\$	75,000
Eliminate Transfer Out to Capital		(679,000)
* Reduce Arts Commission Budget		(50,000)
Eliminate Transfers to Equipment Replacement and Facility Repair/Replacement Funds		(408,571)
Police Department – Hire Ahead Program		(378,145)
Paralegal – Vacant Position		(125,300)
Parks & Recreation Programs		(356,200)
Parks Maintenance – 2 Vacant Positions		(171,800)
TOTAL ADJUSTMENTS	\$	(2,094,016)

* Arts Commission offered to not use all their funds to assist in the City's response to COVID-19

EXPENDITURE ADJUSTMENTS, continued

- Additional strategies to address impacts of COVID-19:
 - Standby Program – short-term intervention provided by the Federal Government for unemployment benefits.
 - Early Separation Program.
 - Evaluate and hold discretionary expenses.
 - Explore all opportunities for federal/state reimbursement.

- SCORE
 - Actions taken to become an Owner City during the refinancing of the SCORE bonds and the withdrawal of the City of Federal Way have reduced our share of debt.
 - SCORE has taken actions to respond to COVID-19 to keep Owner Cities contributions at the current budgeted amounts.

CASH FLOW

- Full economic impacts of the virus are not yet clear.
- The City is taking measures to meet our ongoing obligations while facing uncertainty around revenues.
- The solution is to maintain a healthy fund balance since no one knows the depth and length the COVID economic disruption will have.
- Most revenues are cyclical and sensitive to the current economic environment
 - 2020 Property tax levy was set at the end of 2019.
 - Impact of extending the first-half 2020 property tax deadline to June 1st - Good news!
The first-half 2020 property tax receipts are on target.

CASH FLOW, continued

UNCERTAINTY

- *Concern for second-half 2020 property tax receipts due to the COVID-19 impacts to households and their ability to make mortgage payments during the “Stay Home Stay Healthy” order.*
- *Sales and use taxes – April 2020 (February Sales) is down approximately 10% from the previous year-to-date.*
- *There is a 2-month lag in receiving sales tax revenue and data from Department of Revenue (DOR).*
- *DOR granted extensions to file tax returns, which is good for the payee but does not help us determine the impact of COVID-19 on our tax revenues.*

SURVIVE – REVIVE – THRIVE

