

**AMENDED AGENDA**

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

**January 23, 2020 – 7:00 p.m.**

**CALL TO ORDER****PLEDGE OF ALLEGIANCE****ROLL CALL****CORRESPONDENCE****COMMENTS FROM THE PUBLIC – 20 minutes**

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

**BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – 30 minutes****PRESIDING OFFICER'S REPORT**

- Item 1: CHI FRANCISCAN PRESENTATION
- Item 2: ARTS COMMISSION UPDATE
- Item 3: DES MOINES POLICE FOUNDATION CHECK PRESENTATION

**ADMINISTRATION REPORT**

~~Item 1: FINANCE UPDATE~~

Item 1: MIDWAY PARK UPDATE

**CONSENT CALENDAR**

Page 5

- Item 1: APPROVAL OF VOUCHERS
- Motion is to approve for payment vouchers and payroll transfers through January 16, 2020 included in the attached list and further described as follows:
- |   |                |                 |
|---|----------------|-----------------|
| Total A/P Checks/Vouchers                   | #159781-159994 | \$ 890,038.93   |
| Void Checks from Previous Check Runs        | #159781-159852 | \$ (220,451.96) |
| Electronic Wire Transfers                   | # 1397-1389    | \$ 697,541.44   |
| Payroll Checks                              | # 19333-19339  | \$ 5,045.58     |
| Payroll Direct Deposit                      | # 10001-10188  | \$ 384,900.33   |
| Payroll Checks                              | # 19340-19347  | \$ 11,712.36    |
| Payroll Direct Deposit                      | # 30001-30182  | \$ 372,312.37   |
| Total Checks and Wires for A/P and Payroll: |                | \$2,141,068.05  |

- Page 7      Item 2:      2020-2021 RECYCLING PROGRAM PROFESSIONAL SERVICES CONTRACT  
Motion is to approve the Professional Services Contract for the 2020-2021 Recycling Program between the City of Des Moines and Olympic Environmental Resources and to authorize the City Manager to sign substantially in the form submitted.
- Page 21      Item 3:      MIDWAY PARK SOCCER FIELD AGREEMENT – RAVE FOUNDATION  
Motion is to approve the Agreement between the RAVE Foundation and the City of Des Moines for the renovation of the playfield at Midway Park and to authorize the City Manager to sign the Agreement substantially in the form as submitted.
- Page 27      Item 4:      MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF DES MOINES AND DES MOINES POLICE GUILD (“GUILD”)  
Motion is to ratify and approve the attached Memorandum of Understanding between the City of Des Moines and Des Moines Police Guild updating payroll processes and compensatory time limits.
- Page 31      Item 5:      ARTS COMMISSION APPOINTMENT  
Motion is to confirm the Mayoral appointment of Eduardo Mendonça to a 3 year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2022.
- Page 35      Item 6:      DES MOINES MUNICIPAL COURT AND POLICE SERVICES CENTER SECURITY IMPROVEMENTS – REJECTION OF BIDS  
Motion is to reject all bids received January 7, 2020 for the Des Moines Municipal Court and Police Service Security Improvements, and direct staff to re-advertise the project at a later date.
- Page 41      Item 7:      DES MOINES MARINA MAINTENANCE DREDGING PROJECT – CONTRACT AWARD – AMERICAN CONSTRUCTION CO., INC.  
Motion is to accept American Construction Company’s bid for the Marina Maintenance Dredging Project in the amount of \$137,272.68 and authorize the City Manager to sign a contract for the work, substantially in the form as attached.

#### **NEW BUSINESS**

- Page 63      Item 1:      DISCUSSION OF 2020 CITY COUNCIL LEGISLATIVE PRIORITIES  
Staff Presentation:                      City Manager Michael Matthias
- Page 71      Item 2:      CITY MANAGER 2019-20 PERFORMANCE REVIEW AND CONTRACT AMENDMENT  
Staff Presentation:                      Mayor Matt Pina



**EXECUTIVE SESSION**

**NEXT MEETING DATE**

February 6, 2020 City Council Study Session

**ADJOURNMENT**

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**CITY OF DES MOINES  
Voucher Certification Approval**

**January 23, 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 **January 23, 2020** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through January 16, 2020 and payroll transfers through January 17, 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:



Shawn Hunstock, Deputy Finance Director

	# From	# To	Amounts
<b>Claims Vouchers:</b>			
Total A/P Checks/Vouchers	159781	- 159994	890,038.93
Voided Checks	159781	159852	(220,451.96)
Electronic Wire Transfers	1367	1389	697,510.44
<b>Total claims paid</b>			<b>1,367,097.41</b>
<b>Payroll Vouchers</b>			
Payroll Checks	19333	19339	5,045.58
Direct Deposit	10001	10188	384,900.33
Payroll Checks	19340	19347	11,712.36
Direct Deposit	30001	30182	372,312.37
<b>Total Paychecks/Direct Deposits paid</b>			<b>773,970.64</b>
<b>Total checks and wires for A/P &amp; Payroll</b>			<b>2,141,068.05</b>

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# AGENDA ITEM

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

SUBJECT: 2020-2021 Recycling Program  
Professional Services Contract

FOR AGENDA OF: January 23, 2020

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: January 16, 2020

ATTACHMENTS:

1. Draft Agreement between the City of Des Moines and Olympic Environmental Resources for the 2020-2021 Des Moines Recycling Program

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *DSB*

- Legal *16*
- Finance \_\_\_\_\_
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

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

**Purpose and Recommendation**

The purpose of this agenda item is to provide information, enabling the Council to take action on the contracting of professional services for the City’s Recycling Program for the service period of 2020-2021.

**Suggested Motion**

**Motion 1:** “I move to approve the Professional Services Contract for the 2020-2021 Recycling Program between the City of Des Moines and Olympic Environmental Resources and to authorize the City Manager to sign substantially in the form as submitted.”

## **Background**

### **Recycling Grants**

The City uses a combination of three grants from King County and the State of Washington to sponsor recycling and collection events for Des Moines residents. The King County Solid Waste Division Waste Reduction and Recycling Grant (WRR) is effective January 1, 2019 through June 30, 2021. This grant provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. The Seattle & King County Public Health Local Hazardous Waste Management Plan Grant (LHWMP) is effective January 1, 2019 through December 31, 2020. These grant funds are allocated to implement hazardous waste programs and/or services. The WA Department of Ecology Solid Waste Management Local Solid Waste Financial Assistance Agreement (LSWFA) is effective July 1, 2019 through June 30, 2021. These grant funds are allocated to provide regional solutions and intergovernmental cooperation, prevent or minimize environmental contamination through planning and project implementation, and to comply with state and local solid and hazardous waste management plans and laws. In the event that expected grant funds don't become available, the project budget will be reduced accordingly.

### **Professional Services Contract**

Staff is requesting Council to authorize the City Manager to sign a contract for professional services for planned residential recycling events in 2020 and 2021. Specifically, a contract between the City of Des Moines and Olympic Environmental Resources (OER) is requested to be approved (Attachment 1). Under the consultant contract, OER will be the event coordinator for all City residential recycling and collection events through December 2021 as well as assist in the preparation of 2022-2023 recycling grant applications and prepare written reports and reimbursement requests after each collection event for the grantors.

### **Discussion**

For the 2020-2021 Recycling Program, the City will sponsor two residential recycling collection events per year, one in the Spring and one in the Fall. The timing of these events are coordinated with the curbside garbage collection event covered in the Recology CleanScapes Solid Waste Collection Agreement.

Through these grants and contract, the City will continue to reduce the amount of hazardous and non-hazardous materials going into the local waste stream at no additional cost to the City.

The Spring and Fall Events have proven to be very popular among Des Moines residents because they provide a local site to recycle materials that are not accepted by the curbside recycling program. Residents will be able to recycle items including bulky wood, CFC appliances, ferrous and non-ferrous metals, reusable textiles, reusable household goods, tires, lead-acid batteries, alkaline batteries, porcelain toilets and sinks, cardboard, propane tanks, electronic and computer equipment and mattresses. Additional items continue to be explored as the number and type of materials collected curbside have increased under the solid waste contract with Recology CleanScapes that began collection on November 1, 2011.

For over 20 years, the City has negotiated a contract with Olympic Environmental Resources (OER) to be the Recycling Event coordinator. The 2018-2019 contract with OER expired on December 31, 2019. The estimated budget for the 2020-2021 Recycling Program is for up to \$79,902.26 depending on grant funding. Should expected grant funds not become available, the contract budget will be reduced



accordingly. Administration initiated a Request for Proposals (RFP) to make sure that all qualified consultants, including women and minority owned businesses, had a chance to compete for the contract.

Two proposals were received. OER was selected due to its extensive experience of working with King County cities for over twenty years on recycling and collection events identical to Des Moines' events. OER also has detailed knowledge of the grant processes for King County, the Health Department, and the Department of Ecology. A draft version of the contract between the City of Des Moines and OER is included in this agenda item.

### **Alternatives**

1. The City Council may authorize the City Manager to sign the Professional Services Contract for the 2020-2021 Recycling Program between the City of Des Moines and Olympic Environmental Resources.
2. The City Council may decline to authorize the City Manager to sign the Professional Services Contract with Olympic Environmental Resources. (Not recommended).
3. The City Council may continue this Agenda Item and request that staff provides additional information on the OER Professional Services Contract. Continuance of this item may result in loss of grant funds for the 2020-2021 grant cycle. (Not recommended).

### **Financial Impact**

As the contract with Olympic Environmental Resources is funded by grants, there will be no fiscal impact to the City related to the consulting contract.

### **Recommendation**

Staff recommends that the City Council choose Alternative 1, thereby authorizing the City Manager to sign the 2020-2021 OER Professional Services Contract substantially in the form as submitted.

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**AGREEMENT BETWEEN THE CITY OF DES MOINES  
AND OLYMPIC ENVIRONMENTAL RESOURCES FOR THE  
2020-2021 DES MOINES RECYCLING PROGRAM**

THIS AGREEMENT, entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2020, is by and between the CITY OF DES MOINES, a Washington municipal corporation, hereinafter referred to as the "City", and OLYMPIC ENVIRONMENTAL RESOURCES, hereinafter referred to as the "Contractor".

In consideration of the covenants and conditions set forth below, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to retain the Contractor to provide professional services for the 2020-2021 Recycling Program for the residents of the City as set forth below.
2. **Scope of Work.** Contractor agrees to furnish all materials, labor and other incidentals and to perform all services and work as described in this Agreement and the Contract Documents, which consist of this Agreement and the following Attachment A, which is by this reference incorporated herein:

Attachment A: Scope of Work – 2020/21 Recycling Collection Events

The following provisions modify and/or supersede any contrary language found in Attachment A, which shall remain in full force and effect except as expressly modified below:

- The City may call upon the Contractor for additional services that will be negotiated at that time; and,
  - The Contractor will ensure compliance with applicable State Prevailing Wage Rates, which are set by the Washington Department of Labor and Industries.
3. **Project Schedule.** Contractor agrees to hold the Residential Recycling Collection Events in the parking area of the Des Moines Marina or another suitable location during March and October/November 2020 and 2021.
  4. **Payment.** As full and adequate consideration for all work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work, the Contractor shall be paid a maximum amount of \$70,353.28 (seventy thousand, three hundred, fifty-three dollars, and twenty-eight cents) pending receipt of additional 2021 Local Hazardous Waste Management Plan, King County Waste Reduction and Recycling, and WA State Department of Ecology grant funds. At the completion of any task described in the Scope of Work, the Contractor will submit an invoice to the City's designated representative. The invoice must include documentation of all work performed, vendor's billings, and receipts of purchase. Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

**5. City Administrative Costs.** The Contractor agrees to reduce the total contract amount by up ten percent to account for City staff involvement in overseeing recycling activities and programs.

**6. Insurance.** By the date of execution of this Contract, the Contractor and its Subcontractors, if authorized, shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representative, employees, and/or subcontractors. The Contractor or subcontractor shall pay the cost of such insurance. By requiring such minimum insurance, the City shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintains greater limits and/or broader coverage. Coverage should also include Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal Law. Any deductibles or self-insured retention must be declared to, and approved by, the City. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the City and shall be the sole responsibility of the Contractor.

The Contractor and its Subcontractors shall secure and maintain in force throughout the duration of this Agreement, insurance coverage sufficient to satisfy the following minimums:

**Comprehensive Commercial General Liability:**

\$1,000,000 combined single limit per occurrence.  
 \$2,000,000 aggregate.

The Contractor's Subcontractors shall secure and maintain in force throughout the duration of this Agreement, insurance coverage sufficient to satisfy the following minimums:

**Commercial Automobile Liability:**

\$1,000,000 combined single limit per accident for bodily injury and property damage.

The Contractor's Subcontractor(s) that accept batteries and petroleum-based products shall name the City of Des Moines and its officials, officers, agents, and employees as an additional named insured and shall provide a certificate of insurance and policy endorsements to the City. The Contractor's Subcontractor(s) are required to carry the following insurance coverage sufficient to satisfy the following minimums:

**Pollution Legal Liability Insurance:**

\$1,000,000 per occurrence.  
 \$2,000,000 aggregate.



The Contractor's general liability policies shall name the City of Des Moines and its officials, officers, agents and employees as an additional named insured. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete certified copies of all required insurance policies at any time. A thirty (30) days advance written notice to the City is required in the event the insurer for the Contractor or the insurer for any subcontractor to the Contractor cancels or modifies the policy. Certificates of coverage, as set forth in this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.

**7. Performance Standards.** Contractor's services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance, and consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**8. Modification.** No change, alteration, modification, or addition to this Agreement will be effective unless it is in writing and properly signed by both parties.

**9. Independent Contractor Status.** The Contractor is considered an independent Contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent Contractor and shall never represent or construe its status to be that of an agent or employee of the City, nor shall the Contractor be eligible for any employee benefits.

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

The Contractor shall provide, at its sole expense, all materials, manpower, equipment and utility services, and other necessities to perform fully and timely its duties and services under this Agreement, unless otherwise specified in writing.

The Contractor, at its sole expense, shall obtain and keep in force any and all necessary licenses, permits, and tax certificates. The Contractor shall maintain all necessary insurance as specified in Section 6 to protect Contractor from losses and claims which may arise out of or result from performance of duties related to this Agreement, including Worker's Compensation and general liability, and others as may be required in writing.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall assist the City in complying with all conditions concerning grants and other federal assistance under the laws of the City of Des Moines, King County, the State of

Washington, and the United States of America. Contractor shall obtain a business license under Des Moines Municipal Code § 5.04.020 and shall pay business and occupation taxes as required by Des Moines Municipal Code § 3.84.060.

**10. Business Licenses.** The Contractor shall obtain, at its own expense, all permits and licenses required by the City or any other governmental authority and maintain the same in full force and effect during the terms of this Agreement.

**13. Assignment.** The Contractor shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due it hereunder, in whole or in part, except as authorized in writing by the City.

**12. Indemnification.** The Contractor and its Subcontractors shall defend, indemnify and hold the City, King County, City of Seattle or the State of Washington (when any funds for this Contract are provided by King County, City of Seattle or the State of Washington) 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.

The Contractor shall protect, indemnify and save harmless the City and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

**13. Amendments and Termination.** Amendments to this agreement must be in writing and be signed by authorized representatives of each party hereto. Either party may terminate this agreement with thirty (30) days' written notice provided to the individuals set forth in Section 21 below. Upon receipt of the notice of termination, no additional services shall be performed beyond the fifth day following the notice unless the parties agree in writing to a later stop work date. The City shall only be responsible for the payment of services as provided under the terms of this Contract.

**14. Alternative Dispute Resolution.** Any dispute, controversy or claim arising out of or relating to this agreement, including any question regarding breach, termination or invalidity thereof, shall be resolved by arbitration in Seattle, Washington in accordance with the American Arbitration Association, or Judicial Dispute Resolution which rules are deemed to be



incorporated by reference into this clause. The maximum number of arbitrators shall be three in any claim, suit, action or other proceeding relating in any way to this agreement or any claims arising out of this agreement, except as otherwise ordered. All arbitration fees shall be borne equally by the parties and the parties shall pay their own attorneys' fees and costs.

**15. Applicable Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method is arbitration as set forth above, in the event any claim, dispute or action arising from or relating to this agreement 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. The prevailing party in any such action before the courts shall be entitled to recover its costs of suit and reasonable attorneys' fees.

**16 Unenforceable Clauses:** If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

**17. Severability.** Should any term, provision, condition or other portion of this Agreement or its application be held to be inoperative, invalid or unenforceable, and the remainder of this Agreement still fulfills its purposes, the balance of this Agreement or its application or other circumstances shall not be affected thereby and shall continue in full force and effect.

**18. Waiver.** The waiver by either party of any breach of any terms, conditions, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Agreement.

**19. Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

**20. Time of Essence.** The Contractor acknowledges the importance to the City of the City's project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule as attached hereto. The City understands, however, that the Contractor's performance must be governed by sound professional practices.

**21. Notices.** Any Notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and deposited into any post office as first-class, postage prepaid, certified mail, return receipt requested, and addressed to:

**City of Des Moines:**

*Technical Matters*  
Laura Techico, Principal Planner  
21630 13<sup>th</sup> Ave. S., Suite D  
Des Moines, WA 98198  
Phone: 206-870-6595  
Fax: 206-870-6544  
Email: [ltechico@desmoineswa.gov](mailto:ltechico@desmoineswa.gov)

**Company:**

*Contractual Matters*  
Paul Devine  
4715 SW Walker St  
Seattle, WA 98116  
Phone: 206-938-8262  
Email: [pauldevine@msn.com](mailto:pauldevine@msn.com)

*Technical Matters*  
Paul Devine, same

**22. Concurrent Originals.** This Agreement may be signed in counterpart originals.

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

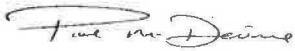
**24. Entire Agreement:** This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties. Each party hereby acknowledges receipt of a copy of this Agreement executed by both parties.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF DES MOINES

CONTRACTOR

By \_\_\_\_\_  
Michael Matthias  
City Manager  
City of Des Moines

  
By \_\_\_\_\_  
Paul M. Devine  
General Manager  
Olympic Environmental Resources

Dated \_\_\_\_\_

Dated January 6, 2020

Agreement Between the City of Des Moines and Olympic Environmental Resources  
2020-2021 Des Moines Recycling Program  
Page 7

APPROVED AS TO FORM:

\_\_\_\_\_  
Tim George  
City Attorney

Dated \_\_\_\_\_

## Summary of project tasks, including timelines, personnel, and expenses

### TASK ONE – Residential Recycling Collection Events

In 2020 and 2021, Olympic Environmental Resources (OER) will implement one spring and one fall Residential Recycling Collection Event. A total of four events will be implemented. Event hours will be 9:00 a.m. to 3:00 p.m. The parking lot at the Des Moines Marina or other suitable location will be the site of the events. Materials collected at the events will be bulky wood; CFC appliances\*; ferrous and non-ferrous metals\*; reusable textiles; reusable household goods; tires\*; lead acid batteries; alkaline batteries; porcelain toilets and sinks\*; cardboard; propane tanks\*; TV sets and computer monitors\*\*; electronic and computer equipment; and mattresses\*.

Schedule – 2020 and 2021 – Spring Event – March, April, or May; Fall Event – October, November.

Subcontractors – A Plus Demolition & Excavation, INC, All Battery Sales and Service, Tire Disposal and Recycling, Northwest Center, Seattle Goodwill, Uptekk, Inc., E-Waste, Inc., Total Reclaim, Inc., as well as flyer production/distribution and supply and rental vendors.

\*The consultant/subcontractors will charge a user fee to offset the cost of collecting and recycling these items.

\*\*TV set and computer monitor collection will be paid for by the Washington Materials Management & Financing Authority.

**Cost: \$70,353.28**

Estimated Costs	2020	2021	TOTAL
Management/Staffing/Admin/Graphics	\$15,764.14	\$15,764.14	\$31,528.28
Event Staff Costs	\$5,162.50	\$5,162.50	\$10,325.00
Collection/Hauling Costs			
Wood Waste	\$1,200.00	\$1,200.00	\$2,400.00
Scrap Metal, Appliances, Electronics, Cardboard, etc.	\$3,500.00	\$3,500.00	\$7,000.00
Tires	\$1,350.00	\$1,500.00	\$2,850.00
Batteries	\$1,100.00	\$1,400.00	\$2,500.00
Printing/Mailing*	\$5,000.00	\$5,200.00	\$10,200.00
Event Supplies	\$400.00	\$400.00	\$800.00
Other Expenses - rentals, etc	\$1,350.00	\$1,400.00	\$2,750.00
<b>TOTALS</b>	<b>\$34,826.64</b>	<b>\$35,526.64</b>	<b>\$70,353.28</b>

\*Event flyers will be sent to all Des Moines single-family households.

### 2020/21 Des Moines Recycling Grants

NOTE: The City of Des Moines Administration cost is included in the grant totals below.

2020 King County Solid Waste Division WRR Grant	\$18,000.00
2021 King County Solid Waste Division WRR Grant - estimate	\$19,750.00
<b>Subtotal</b>	<b>\$37,750.00</b>
2020 King County Health Department Grant	\$13,784.26
2021 King County Health Department Grant - estimate	\$14,500.00
<b>Subtotal</b>	<b>\$28,284.26</b>
2020/21 WA State Dept of Ecology CPG Grant – through 6/30/21	\$ 8,868.00
2021 WA State Dept of Ecology CPG Grant – 7/1/21-12/31/21 - estimate	\$ 5,000.00
<b>Subtotal</b>	<b>\$13,868.00</b>



**Total\*****\$ 79,902.26**

\* The project budget is estimated based on grant funds both available and expected. In the event that expected grant funds don't come available, the project budget will be reduced accordingly.

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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: Midway Park Soccer Field Agreement  
– RAVE Foundation

ATTACHMENTS:

1. RAVE Foundation Midway Park Soccer Field Agreement

FOR AGENDA OF: January 23, 2020

DEPT. OF ORIGIN: Parks, Rec., & Sr. Serv.

DATE SUBMITTED: January 14, 2020

CLEARANCES:

Community Development \_\_\_\_\_

Marina \_\_\_\_\_

Parks, Recreation & Senior Services *JMC*

Public Works *RBC*

CHIEF OPERATIONS OFFICER: *DSB* \_\_\_\_\_

Legal *TG*

Finance *Law*

Courts \_\_\_\_\_

Police \_\_\_\_\_

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

#### **Purpose and Recommendation**

The purpose of this agenda item is to request Council's approval of the Midway Park Soccer Field Agreement between the RAVE Foundation and the City of Des Moines to renovate the current basketball /soccer court at Midway Park.

#### **Suggested Motion**

**MOTION:** "I move to approve the Agreement between the RAVE Foundation and the City of Des Moines for the renovation of the playfield at Midway Park and to authorize the City Manager to sign the Agreement substantially in the form as attached."

#### **Background**

The RAVE Foundation, the official charitable arm of the Seattle Sounders, is a 501c-3 public charity which was founded in 2013 to serve the greater Puget Sound community. Its mission is to build small

fields for free play and invest in programs that use soccer as a vehicle to inspire youth and strengthen communities.

The RAVE Foundation has three core strategies: first, to use soccer as a vehicle to empower and inspire; second, to remove barriers to participation on and off the field; and third, to support, catalyze and strengthen communities. By building small fields, the RAVE Foundation provides a place for kids to play freely, be physically active and safe, and to be inclusive stakeholders in their communities.

### **Discussion**

In 2000, the City Council adopted the Pacific Ridge Neighborhood Improvement Plan, which included a vision for the Pacific Ridge neighborhood. In 2015 the City, along with the CHI Franciscan Youth Violence Reduction Project facilitated the development of "Reach Out Des Moines", a collaboration between Des Moines area partners that has a goal of the ongoing provision of activities and projects to reduce youth violence specific to the Pacific Ridge Neighborhood. Pacific Ridge has historically had a high level of crime and has been underserved with social services, parks and recreation resources.

The City and the RAVE Foundation have been in discussions related to an identified need in the Pacific Ridge neighborhood. The Foundation targeted Midway Park as a site for its next mini pitch project. RAVE Fields are for free play and they help enhance neighborhoods and provide free programing in areas of need.

The RAVE Foundation has partnered with the WNBA's Seattle Storm and Symetra Insurance to provide full funding for this project. The foundation would renovate the current hard surface area to support both soccer and basketball, and include area youth in the project through creation of artwork for the soccer goals. Along with the renovation, both the Seattle Storm and Seattle Sounders have committed to providing free programs, ball giveaways, and clinics or camps at the park for youth in the community.

This proposed project is consistent with the City Council's goals for the Pacific Ridge area, and will help increase park usage, reduce illicit activity, build community and provide an upgraded park experience for the neighborhood.

Additionally, the City has recently acquired two parcels of land adjacent to Midway Park, utilizing 100% grant funding from King County Conservation Futures program. This resurfacing and renovation project will continue the on-going investment in Midway Park.

### **Alternatives**

The Council could not accept the Midway Park Soccer Field Agreement between the RAVE Foundation & the City of Des Moines and retain the current space as is (not recommended).

### **Financial Impact**

There will be minimal financial impacts to the city's budget and staff time. The RAVE foundation has secured all funding for the project and will provide project management for the project with the assistance of city staff.

### **Recommendation**

Staff recommends approval of the Midway Park Soccer Field Agreement between the RAVE Foundation and the City of Des Moines as presented.

**AGREEMENT**  
**Between**  
**THE CITY OF DES MOINES**  
**And**  
**RAVE FOUNDATION**  
**Regarding**  
**MIDWAY PARK SOCCER FIELD**

This Agreement (“Agreement”) regarding Midway Park (“Park”) is entered into by and between the City of Des Moines (“City”), a Washington municipal corporation, and the RAVE Foundation (“RAVE”), the official charitable arm of the Seattle Sounders, a 501c-3 public charity which was founded in 2013 to serve the greater Puget Sound community.

**RECITALS**

WHEREAS, RAVE, is designated as the official charitable arm of the Seattle Sounders, and is a 501c-3 public charity which was founded in 2013 to serve the greater Puget Sound community;

WHEREAS, RAVE’s mission is to build small fields for free play and invest in programs that use soccer as a vehicle to inspire youth and strengthen communities;

WHEREAS, by building small fields, the RAVE Foundation provides a place for kids to play freely, be physically active and safe, and to be inclusive stakeholders in their communities;

WHEREAS, RAVE Foundation has three core strategies: (1) to use soccer as a vehicle to empower and inspire; (2) to remove barriers to participation on and off the field; and, (3) to support, catalyze and strengthen communities;

WHEREAS, both RAVE and the City are committed to forming partnerships that support capital and program needs of it’s under resourced residents;

RAVE Foundation agrees to fund the resurface and revitalization of the current concrete playfield at Midway Park, and

Now Therefore, the parties agree as follows:

**AGREEMENT**

- I. The Rave Foundation and the City of Des Moines agree to work collaboratively to construct and install a rehabilitated playfield consistent with the RAVE Foundation’s mission, in partnership with Seattle Storm, to be build for both soccer and basketball.
  - 1.1 The City will own the Park and all the improvements constructed or installed.



- 1.2 The Rave Foundation will provide the funding for the improvements. The parties agree that no funds will be expended by the City on behalf of this project without Rave Foundation's consent. The parties further agree that unless and until full funding has been secured by Rave Foundation and City has been notified of the same, Rave Foundation shall not be obligated to make any of the improvements contemplated by this Agreement and full funding shall be a condition precedent to Rave Foundation's performance hereunder.
- 1.3 Prior to construction, the Rave Foundation and the City will work collaboratively with the community to ensure that the proposed play area meets the needs of the community.

2. Compatible Uses.

- 2.1 The Park is now and will continue to be open to the public, non-gated and admission-free. Uses that support the original intent of the Park design, such as cultural events and activities that reflect the history of the area will be encouraged. Uses that limit public access to and use of the playfield area funded by the RAVE Foundation for an extended period or for a series of events scheduled over an extended period of time (beyond a special event that typically lasts no longer than a few days) will not be allowed.
- 2.2 The play field will not be programmed, scheduled or reservable for seasonal, occasional or tournament play except as noted in 2.3 below. Specific uses that support the original intent of the soccer field, such as open use play, spontaneous and unplanned games will be encouraged.
- 2.3 The play field can be scheduled through the Parks Scheduling Office for special events that typically don't last longer than a few days and relate to the original intent of the play field.

3. Maintenance and Replacement.

- 3.1 Maintenance. The Parties anticipate the field will be heavily used. The City will maintain and operate the completed field to a standard consistent with the maintenance and operation of other highly utilized fields. In addition, the City agrees the field will be maintained to permit continuous operation as designed, and consistent with operating hours and policies including seasonal constraints.
- 3.2 Warranty. Any warranties on the court surface to be provided by the vendor as part of the vendor agreement.

4. Term of Agreement. This Agreement shall commence upon execution by the parties. Prior to the expenditure of grant funding and/or construction, either party may terminate this agreement with 30 days written notice to the other party. Following the award of grant money to fund this project, the parties will negotiate a maintenance and use agreement.
5. Amendments. This agreement may be amended as needed once the design and other details are determined and as mutually agreed upon prior to start of construction.
5. Force Majeure. Neither party hereto shall be liable to the other party for any nonperformance, in whole or in part, of its obligations under this Agreement caused by the occurrence of any contingencies beyond the reasonable control of the parties, including but not limited to declared or undeclared war, sabotage, insurrection, riot, or other acts of civil disobedience, acts of a public enemy, acts or decrees of governments or agencies affecting the terms of this Agreement, strikes, labor disputes, acts of third parties not within the control of the party whose performance is affected, shortages of fuel, failures of power, accidents, fires, explosions, floods or other acts of Force Majeure.
6. Entire Agreement. This Agreement and the documents expressly referred to herein constitute the entire agreement among the Parties with respect to the subject matter hereof and supersede any prior agreement or understanding among the Parties with respect to such subject matter.
7. Severability. If any provision of this Agreement or the application of such provision to any party or circumstance shall be invalid, the remainder of this Agreement or the application of such provision to other parties or circumstances shall not be affected thereby.
8. Notices. All notices, requests, demands, consents and other communications required or permitted to be given by this Agreement shall be in writing and personally delivered or mailed to the other party. Such notices shall be deemed received at the earlier of (a) the date actually received; or (b) three (3) business days after such mailing.
9. Assignment; Subcontract. The Parties shall not assign any of their rights or delegate any of their obligations under this Agreement to a third party without the prior written approval of the other party.
10. Headings. The article and section headings in this Agreement are for convenience of reference only, and shall not be deemed to alter or affect the meaning or interpretation of any provisions hereof.
11. Construction. This Agreement shall be construed and enforced according to the laws of the State of Washington without regard to any otherwise governing principals of conflicts of laws. This Agreement shall be construed neutrally and not in favor or against any party.
12. Amendment. This Agreement shall not be modified or amended except by a written agreement executed by all of the parties.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Agreement by having their representatives affix their signatures below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 20.

Signed,

\_\_\_\_\_

THE RAVE FOUNDATION

Signed,

\_\_\_\_\_

CITY OF D ES MOINES



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

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

**SUBJECT:** Memorandum of Understanding  
between the City of Des Moines and Des Moines  
Police Guild(“Guild”)

**ATTACHMENTS:**

- 1. Memorandum of Understanding

**FOR AGENDA OF:** January 23, 2020

**DEPT. OF ORIGIN:** Administration

**DATE SUBMITTED:** January 16, 2020

**CLEARANCES:**

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

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

- Legal *TS*
- Finance *AA*
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

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

**Purpose and Recommendation**

The purpose of this agenda item is for City Council to ratify and approve a Memorandum of Understanding (MOU) between the City of Des Moines and Des Moines Police Guild (“Guild”) to update payroll processes allowing more time for the City to ensure adequate internal control practices over payroll processing to reduce payroll discrepancies. The MOU also updates the limits of allowable compensatory time. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion 1:** “I move to ratify and approve the attached Memorandum of Understanding between the City of Des Moines and Des Moines Police Guild updating payroll processes and compensatory time limits.

**Background**

The current payroll processing timeline has always presented some issues with the “tight” turn-around time of when pay must be issued. However, as a result of staff turnover, more complex work and pay rules, recent changes in leave laws and compliance and our basic payroll system, supporting this timeline has become unfeasible. The City’s Finance Department needs additional time to audit pay data to ensure accuracy.

The City currently has an antiquated payroll system. The current payroll service provider, ADP, is the same system that was implemented in 1995. There have been no enhancements or upgrades to services provided since that time. This MOU allows for a longer auditing period prior to pay, which will be beneficial in assisting the City in meeting its obligation to pay employees accurately.

As a result of implementing a longer auditing period, Guild members will need to return their timesheets to Finance earlier, which will cause some pay exceptions such as overtime hours earned in the current period to be paid in the next pay period. The current payroll processing timeline extends past the last day in the pay period, which allows more exceptions to be captured but substantially shortens the audit period to ensure accurate pay.

Compensatory time (“comp time”) off is in lieu of overtime payment. Comp time is accrued at the rate of one and one-half hour for each hour of overtime work. Under the current collective bargaining agreement, Guild members are allowed to accumulate a maximum of one (1) workweek of “compensatory time” and can cash in their compensatory time (no limit) at their regular rate of pay for any pay period in the month except November and December.

### **Discussion**

The negotiated MOU allows the City the necessary time to review pay data and to perform a thorough audit. The increase to the Guild’s compensatory time accumulation of up to eighty (80) hours assists with minimizing or deferring tax liability for Guild employees which may incur from paying overtime hours in a different period than earned. The City does have plans to purchase a new HRIS/payroll/timekeeping system in 2020, which is expected to make significant improvements to the current payroll process.

Additionally, Finance, Human Resources and Guild leadership will meet periodically to review progress and discuss options to improve the current payroll process.

### **Alternatives**

None provided.

### **Financial Impact**

The financial impact of this agreement should be minimal for the City. To support the current payroll processing timelines, additional Finance staff are assisting with the process to ensure accuracy in pay, in addition to a temporary employee, hired from a staffing agency. The increase to the payroll processing timelines will allow the process to be managed in an efficient manner with less staff. Additionally, the increase to the accumulation of compensatory hours may have a slight increase to the City, however whether the hours are accumulated or paid as earned, the City is required to pay for all hours worked. The increase simply delays the payment of those hours.

### **Recommendation**

Administration, Finance Human Resources and Legal recommend ratification of the MOU.

**Memorandum of Understanding  
Between  
The City of Des Moines and the Des Moines Police Guild  
Regarding  
Compensatory Time**

THIS MEMORANDUM OF UNDERSTANDING is supplemental to the AGREEMENT by and between the CITY OF DES MOINES, WASHINGTON, and the DES MOINES POLICE GUILD.

**WHEREAS**, on December 12, 2019, the City notified the Guild of the City’s intent to change payroll processing timelines as it relates to overtime payments effective January 1, 2020; and

**WHEREAS**, the Guild has notified the City that the Guild is agreeable to this change; and

**WHEREAS**, the Guild has requested, in order to minimize the impacts of this change, that the City agree to meet periodically with the Guild regarding the City’s payroll system as well as a change to the maximum amount of compensatory time allowed;


**WHEREAS**, the City is agreeable to the Guild’s requests; now therefore,

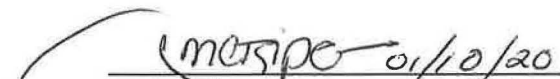
**IN RESOLUTION OF THIS SITUATION, THE CITY OF DES MOINES AND THE DES MOINES POLICE GUILD AGREE AS FOLLOWS:**

1. The City and the Guild agree to the payroll processing timeline changes as detailed in the City’s December 12, 2019 letter to the Guild.
2. The City and the Guild agree that the parties will have periodic meetings as needed to include a representative from the City Finance Department and the Human Resources Department to review progress and make adjustments as it relates to the payroll system.
3. The City and the Guild agree to an increase in the allowable compensatory time balance under Article 8(k) of the 2019-2021 Collective Bargaining Agreement. Upon execution of this Memorandum, the maximum amount of compensatory time that may be accumulated shall be eighty (80) hours.
4. An employee can choose to cash in compensatory time at their regular rate of pay for any pay period between the months of January through October at a maximum of sixty (60) hours per month. The use of compensatory time will be governed by the same criteria as vacation time. Any accrued compensatory time not used prior to an employee’s separation from service will be paid on the last pay check.
5. This Memorandum will remain in effect until December 31, 2020, unless otherwise agreed to in writing by all parties.

City of Des Moines

Des Moines Police Guild

  
 \_\_\_\_\_ 1-10-2020  
 Michael Matthias Date  
 City Manager

  
 \_\_\_\_\_ 01/10/20  
 Justin Cripe Date  
 President

Approved as to Form:

  
 \_\_\_\_\_ 1/10/2020  
 City Attorney Date

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# AGENDA ITEM

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

SUBJECT: Arts Commission Appointment

FOR AGENDA OF: January 23, 2020

DEPT. OF ORIGIN: Facilities

ATTACHMENTS:  
1. Application

DATE SUBMITTED: January 14, 2020

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *DJS*

- Legal *TS*
- Finance
- Courts
- Police

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

The purpose of this agenda item is to recommend City Council approval of an appointment and a reappointment to the City of Des Moines Arts Commission.

### Suggested Motion

**Motion:** "I move to confirm the Mayoral appointment of Eduardo Mendonça to a 3 year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2022."

**Background**

The City Council adopted Ordinance No. 1393 establishing the Des Moines Arts Commission in November 30, 2006. The nine Arts Commission positions were appointed in February 2007. The terms were staggered so that six positions are retained each year and three positions expire each year on December 31.

The Arts Commission was created to:

- (1) Represent the interest of the city in matters of the arts, to be a spokes group for the arts in the city and to keep the city council informed on all such related matters.
- (2) Evaluate, prioritize, and make recommendations on funding for cultural arts needs within the city.
- (3) Review and recommend works of art for the city, especially works to be acquired through appropriations set aside from municipal construction projects. Local artists will be encouraged and given equal consideration for these projects.
- (4) Inform, assist, sponsor or coordinate with arts organizations, artists, or others interested in the cultural advancement of the community.
- (5) Encourage and aid programs for the cultural enrichment of the citizens of Des Moines and encourage more public visibility of the arts.
- (6) Develop cooperation with schools, local, regional, state and national arts organizations.
- (7) Obtain private, local, regional, state or federal funds to promote arts projects within the Des Moines community.

**Discussion**

This agenda seeks confirmation of the Mayoral appointment of Des Moines resident Eduardo Mendonça to the Des Moines Arts Commission effective immediately and expiring on December 31, 2022.

**Alternatives**

None provided.

**Financial Impact**

No financial impact.

**Recommendation/Concurrence**

Staff supports the appointment of Eduardo Mendonça to the Des Moines Arts Commission.



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

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

Please Check

NAME: EDUARDO MENDONÇA  
ADDRESS: 23308 59th PL S.  
CITY/ZIP: Kent, WA 98032  
PHONE: Home (206) 661-0903 Work (425) 254-1616  
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS Almost 4 years  
REGISTERED VOTER? YES  
E-MAIL ADDRESS: eduardo@showbrazil.com

- Civil Service Commission
- Library Board
- Human Services
- Senior Services
- Arts Commission
- Marina Beach Park
- Landmarks Commission
- Lodging Tax Committee

EMPLOYMENT SUMMARY LAST FIVE YEARS: \_\_\_\_\_  
Brazil Arts & Education. LLC DBA Show Brazil - 1995 - present  
\_\_\_\_\_  
Brazil Center - 1999 - Present  
\_\_\_\_\_

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

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

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

1. Why do you wish to serve in this capacity and what can you contribute? \_\_\_\_\_

I am moving my Arts Organization to Des Moines at 22220 Marine View Dr. S. - 2nd floor, and I want to serve my new community by learning and supporting existing programs and sharing my skills as an artist and arts administrator. Please find my resume attached here.

2. What problems, programs or improvements are you most interest in? \_\_\_\_\_

Arts Education, Performing Arts, Arts Programs in general.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: \_\_\_\_\_

NONE

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# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Des Moines Municipal Court and  
Police Services Center Security Improvements –  
Rejection of Bids

FOR AGENDA OF: January 23, 2020

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: January 14, 2020

ATTACHMENTS:

- 1. Bid Results List
- 2. CIP Project Worksheets

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *DSB*

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

**Purpose and Recommendation**

The purpose of this agenda item is to request City Council to reject the one and only bid received on January 7, 2020 for the Des Moines Municipal Court and Police Services Center Security Improvements. Staff recommends rejecting the only bid received, and re-advertising the project. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion:** “I move to reject all bids received January 7, 2020 for the Des Moines Municipal Court and Police Services Center Security Improvements, and direct staff to re-advertise the project at a later date.”

**Background**

This project is funded with local funds. The project budget worksheets are included as Attachment 2. In May 2019, bids were advertised, as is customary, for a three week period in the Seattle Daily Journal of Commerce, with a bid opening date of May 15, 2019. The City did not receive any bids at bid opening.

In December 2019, bids were solicited, as is customary, for a three week period via the MRSC Roster, with a bid opening date of January 7, 2020. The City received only one (1) bid at bid opening, with a bid amount that was significantly higher than the Engineer's Estimate. The project bid results list is included as Attachment 1.

**Discussion**

The Architect's Estimate for the project was a range of \$215,000.00 to \$250,000.00 inclusive of Washington State Sales Tax (WSST). Pre-bid project walkthroughs were conducted at both sites on May 9, 2019 at 10:00 AM, and December 17, 2019 at 10:00 AM. The pre-bid walkthrough were attended by a few contractors each time. Sealed bids were opened and read aloud on January 7, 2020 at 2:00 PM. The one and only responsive bidder at bid opening was Christensen, Inc., with a bid amount of \$569,800.00 inclusive of WSST. Staff and the Architect of Record have performed the necessary bid evaluation, and are recommending rejecting this bid as it is 245% above the Architect's Estimate. Pursuant to Council direction, it is Staff's recommendation to re-advertise the project in the next few months. While staff has seen a rise in construction costs, the one bid amount received does not reflect a competitive bid in the opinion of staff. Staff has directed the Architect to re-evaluate the probable construction costs.

**Alternatives**

Award the project to the sole bidder. This would require a significant needed increase in project funding that has not been identified currently.

**Financial Impact**

There will be minor additional advertising charges for re-advertising the project. Following an updated Architect's Cost Estimate, staff may need to develop a strategy to acquire additional funding to adequately fund the project.

**Recommendation**

Staff recommends that Council approve the suggested motion.

**Concurrence**

Finance, Legal, and Public Works concur.

BID RESULTS LIST 37

PROJECT NAME: 2020 DES MOINES MUNICIPAL COURT & POLICE SERVICES SECURITY UPGRADES

BID OPENING DATE: JANUARY 7, 2020

BID OPENING TIME: 2:00 PM

BID OPENING LOCATION: 21650 11TH AVE S, DES MOINES, WA 98198

ENGINEER'S ESTIMATE: \$215,000 TO \$250,000 (INCLUSIVE OF WSST)

BID COMPANY	BID BOND (YES OR NO)	LUMP SUM BASE BID TOTAL	ALL ADDENDUMS RECEIVED? (YES OR NO) -- 1 TOTAL
CHRISTENSEN, INC.	YES	\$ 569,800.00	YES

Attachment #1

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Project Title: Court Security Improvements

Project # 506.710

TOTAL PROJECT SCOPE				ACTUAL EXPENDITURES			BUDGET		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 10/31/2019	2019 Year to Date 10/31/2019	2019 Remaining Budget	2019 Appropriated Budget	Estimated Year End 2019	Planned Year 2020	Planned Year 2021	Planned Year 2022	Planned Year 2023	Planned Year 2024	Planned Year 2025
<b>Design</b>	35,000	(9,000)	26,000						26,000						
External Engineering		2,731	2,731	2,731	6,228	3,497.07									
Internal Engineering/Project Mgmt		5,373	5,373	5,373	6,480	3,106.70									
Other Professional Services		-	-	-	-	-									
Other Misc (Advertise, Postage, Etc.)		216	216	216	1,158	941.70									
<b>Total Design</b>	35,000	(680)	34,320	8,320	15,866	7,545.47			26,000						
<b>PropROW/Easements</b>															
<b>Total PropROW/Easements</b>															
<b>Construction</b>	183,000	(25,000)	158,000						158,000						
Internal Engr-Proj Mgmt/ Inspect															
Construction Contract 1															
Other Miscellaneous															
<b>Total Construction</b>	183,000	(25,000)	158,000						158,000						
<b>Other</b>															
Interfund Financial Services		334	334	334	334	-									
Individual Items < \$5,000															
Non-Capitalizable Services															
Individual Assets > \$5,000 - Equipment		22,506	22,506	12,524	12,524	-			9,982						
COURT SCRTY IMPR. - IND. ASSTS > \$5,000		12,524	12,524	12,524	12,524	-									
Contingencies	12,000	(9,982)	2,018						(9,982)	12,000					
<b>Total Other</b>	12,000	25,382	37,382	25,382	25,382	-				12,000					
<b>Total Project Expense Budget:</b>	<b>230,000</b>	<b>(298)</b>	<b>229,702</b>	<b>33,702</b>	<b>41,248</b>	<b>7,545.47</b>	<b>(7,545)</b>	<b>-</b>	<b>184,000</b>	<b>12,000</b>					
<b>Funding Sources</b>	<b>10/10/19 Current CIP Budget</b>	<b>CIP Supplemental Request</b>	<b>Revised CIP Budget Estimate</b>	<b>Project to Date 12/31/2018</b>	<b>Project to Date 10/31/2019</b>	<b>2019 YTD</b>	<b>2019 Remaining Budget</b>	<b>2019 Appropriated Budget</b>	<b>Scheduled Year 2019</b>	<b>Scheduled Year 2020</b>	<b>Scheduled Year 2021</b>	<b>Scheduled Year 2022</b>	<b>Scheduled Year 2023</b>	<b>Scheduled Year 2024</b>	<b>Planned Year 2025</b>
REET 1	54,000	354	54,354	33,354	33,354	-			9,000	12,000					
General Fund	176,000		176,000	176,000	176,000										
<b>Total Project Revenue Budget:</b>	<b>230,000</b>	<b>354</b>	<b>230,354</b>	<b>209,354</b>	<b>209,354</b>				<b>9,000</b>	<b>12,000</b>					
				<b>Committed Cash:</b>	<b>175,652</b>	<b>168,106.53</b>	<b>Cash on hand</b>		<b>652</b>	<b>652</b>	<b>652</b>	<b>652</b>	<b>652</b>	<b>652</b>	<b>652</b>



Project Title: **Police Security Improvements**

Project # **506.711**

TOTAL PROJECT SCOPE				ACTUAL EXPENDITURES			BUDGET		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 10/31/2019	2019 Year to Date 10/31/2019	2019 Remaining Budget	2019 Appropriated Budget	Estimated Year End 2019	Planned Year 2020	Planned Year 2021	Planned Year 2022	Planned Year 2023	Planned Year 2024	Planned Year 2025
<b>Design</b>	12,000	(4,000)	8,000						8,000	-	-	-	-	-	-
External Engineering		2,253	2,253	2,253	5,138	2,885.33									
Internal Engineering/Project Mgmt		1,213	1,213	1,213	2,411	1,197.72									
Other Professional Services		-	-	-	-	-									
Other Misc (Advise, Postage, Etc.)		216	216	216	483	266.70									
<b>Total Design</b>	12,000	(318)	11,682	3,682	8,032	4,349.75			8,000	-	-	-	-	-	-
<b>Prop/ROW/Easements</b>	-	-	-	-	-	-			-	-	-	-	-	-	-
<b>Total Prop/ROW/Easements</b>	-	-	-	-	-	-			-	-	-	-	-	-	-
<b>Construction</b>	171,000	(20,000)	151,000						131,000	20,000	-	-	-	-	-
Internal Engr-Prctj Mgmt/ Inspect		-	-	-	-	-									
Construction Contract 1		-	-	-	-	-									
Other Miscellaneous		-	-	-	-	-									
<b>Total Construction</b>	171,000	(20,000)	151,000	-	-	-			131,000	20,000	-	-	-	-	-
<b>Other</b>	-	-	-	-	-	-			-	-	-	-	-	-	-
Interfund Financial Services		237	237	237	237	-									
Individual Items < \$5,000		-	-	-	-	695									
Individual Assets > \$5,000 - Equipment		9,989	9,989	9,989	16,850	6,860.70									
POLICE SCRTY IMPR. - IND. ASSTS > \$5,000		9,989	9,989	9,989	9,889	-									
Contingencies		-	-	-	-	-									
<b>Total Other</b>	-	20,215	20,215	20,215	27,771	7,555.90			-	-	-	-	-	-	-
<b>Total Project Expense Budget:</b>	<b>183,000</b>	<b>(103)</b>	<b>182,897</b>	<b>23,697</b>	<b>35,803</b>	<b>11,905.65</b>	<b>(11,905)</b>	<b>-</b>	<b>139,000</b>	<b>20,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Funding Sources</b>	<b>10/10/19 Current CIP Budget</b>	<b>CIP Supplemental Request</b>	<b>Revised CIP Budget Estimate</b>	<b>Project to Date 12/31/2018</b>	<b>Project to Date 10/31/2019</b>	<b>2019 YTD</b>	<b>2019 Remaining Budget</b>	<b>2019 Appropriated Budget</b>	<b>Scheduled Year 2019</b>	<b>Scheduled Year 2020</b>	<b>Scheduled Year 2021</b>	<b>Scheduled Year 2022</b>	<b>Scheduled Year 2023</b>	<b>Scheduled Year 2024</b>	<b>Planned Year 2025</b>
REET 1	45,000	(340)	44,660	23,660	23,660	-	-	-	1,000	20,000	-	-	-	-	-
General Fund	138,000	-	138,000	138,000	138,000	-	-	-	-	-	-	-	-	-	-
<b>Total Project Revenue Budget:</b>	<b>183,000</b>	<b>(340)</b>	<b>182,660</b>	<b>161,660</b>	<b>161,660</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,000</b>	<b>20,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Committed Cash:</b>				<b>137,763</b>		<b>125,857.35</b>	<b>Cash on hand</b>		<b>(237)</b>	<b>(237)</b>	<b>(237)</b>	<b>(237)</b>	<b>(237)</b>	<b>(237)</b>	<b>(237)</b>



# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Des Moines Marina Maintenance  
Dredging Project – Contract Award - American  
Construction Co., Inc.

FOR AGENDA OF: January 23, 2020

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: January 16, 2020

ATTACHMENTS:

1. Bid Tabulation and Recommendation From Anchor QEA, LLC
2. Draft Agreement with American Construction, Inc.

CLEARANCES:

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

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

- Legal **TS**
- Finance **AA**
- Courts NA
- Police NA

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is to request City Council’s approval of a contract between the City and American Construction Co., Inc. Bids for the dredging project were opened on January 15, 2020 and American Construction Company was the only bid received. American Construction Company’s bid is below the consultant’s estimated cost for the project and the consultant, Anchor QEA, and the staff recommend accepting the bid and awarding the contract to American Construction Company. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion:** “I move to accept American Construction Company’s bid for the Marina Maintenance Dredging Project in the amount of \$137,272.68 and authorize the City Manager to sign a contract for the work, substantially in the form as attached.”

## **Background**

The entrance channel to the Marina, located between the Public Fishing Pier and the rock breakwater was established when the Marina was built in 1968-70. The original design depth was -13 below zero tide. Over time sediments gradually fill in the channel, decreasing the original depth and width. The main source of the sediments is Des Moines Creek, but the normal long-shore drift is also a source. Periodically over the years the City has brought in contractors to re-establish the original contours of the channel. The channel was dredged in the early 1980's, again in 1994 and 2008. The average length of time between the last three dredging episodes is 12.66 years. By the time the permitting is completed and the work actually is accomplished in early 2020, it will be 12 years since the last dredging project in 2008.

Dredging projects are unusual in that the permitting process takes longer and is more expensive than the actual work. The excavated sediments are taken to an off-shore disposal site near Brown's Point, but before that can happen, the sediments are extensively tested to make sure they will not spread contaminated material throughout the South Sound. Because of the potential irreversible impacts on water quality, dredging projects remain one of the most heavily regulated activities in the nation.

In March of 2019, the Council approved an agreement with Anchor QEA, LLC to do the design and permitting for this dredging project. Generally, Anchor did a survey to determine the amount of material to be removed and then took sediment samples that were tested for toxic substances such as heavy metals and hydrocarbons. As expected, the levels of toxic materials in the samples were determined to be "moderate" or lower, and the City was permitted to take the dredged material to one of DNR's off-shore disposal sites. Once the quantity of the material that needed to be dredged is determined and the samples tested, permit applications were sent to the Army Corps of Engineers, the Washington State Department of Fish & Wildlife, the Washington Department of Ecology, The Washington Department of Natural Resources, and the Dredged Materials Management Program. On the local side, the project went through the SEPA process and the Shoreline Substantial Development process to obtain a Critical Areas Ordinance Development Exemption. At this date, all of the permits have been issued except the Corps permit which is waiting on the Endanger Species Act consultation with the National Marine Fisheries and the U.S. Fish and Wildlife Service.

Anchor QEA LLC finished the bid package in November 2019 and the project was put out to bid in December, with a bid opening date of January 15, 2020. American Construction was the only company that submitted a bid.

## **Discussion**

American Construction Company, Inc. is one of the major marine construction companies in the northwest. Their main office is located in Tacoma, WA. American did the channel dredging in the early 1980's and again in 1994. Currently they are finishing up a major remediation dredging project on the Duwamish Waterway. Both the staff and the consultants are confident that American can re-establish the original channel quickly and completely.

Dredging projects are allowed during the fish window that starts in August of each year and ends on February 15<sup>th</sup> of the next year, although two-week extensions are common. Practically, the City would have the month of February to finish the project. Although it is weather dependent, once the equipment is on-site, the work is expect to take three to five days to complete.



If the Corps of Engineers does not complete the ESA consultation in time for the dredging project to proceed in February, operationally the next available time would be after October 1<sup>st</sup> of this year. The bid proposals were set up to allow the contractors to include additives in case they had to wait until October to do the project. American's additive costs were about \$3,000.

### **Financial Impact**

In 1983 and 1994 the dredging projects were paid for with funds set aside from the profits from the Marina operations. The 2008 project was paid for with funds generated by the sale of bonds. After that project was completed, it was decided that the City should return to paying for dredging with funds set aside from operations, rather than bonds because, even though dredging projects are complicated expensive, they are essentially maintenance projects, just returning the Marina channels and mooring areas to their original state. In 2015 the Marina began setting aside funds to pay for this dredging episode. To-date, \$600,000 has been accumulated.

Anchors' budget for the design and permitting work is \$218,665. Some of the testing and surveys budgeted for were not needed so staff expects expenditures for design and permitting to be about \$190,000. American's bid for the dredging is \$137,273, including the additive amounts for doing the work next October. This will bring the total dredging project in for about \$330,000, well within the amount set aside for the project. The remaining amount in the dredge set-aside fund, approximately \$270,000, will be applied to the next episode. Dredging costs have been trending upward like all construction project but for now it looks like \$600,000 will be a good goal for funding the next episode in about ten years. With the balance remaining the Marina would have to set-aside about \$30,000 per year for the next ten years to fund the next dredging project. Based on the Marina's current performance that should be doable.

### **Alternatives**

1. Reject the Bid received from American Construction Co. and give staff further direction.
2. Award the project to American Construction Co. Inc. (recommended).

### **Recommendation**

Staff recommends that Council approve the suggested motion.

### **Concurrence**

Finance, and Legal concur with this recommendation.

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# Memorandum

January 15, 2020

To: Joe Dusenbury, City of Des Moines  
From: Katy Gross, PE, Anchor QEA  
cc: Scott Wilkins, City of Des Moines  
Matt Woltman, PE, Anchor QEA

**Re: City of Des Moines Maintenance Dredging Contract Award Recommendation**

This memorandum provides recommendation for contract award regarding the City of Des Moines Maintenance Dredging project. Anchor QEA and the City attended a bid opening meeting on January 15, 2020 at 2 p.m. where project bids were opened and reviewed with City staff and bidding contractors. One bid was provided by American Construction Co., Inc. and was opened and reviewed by the meeting attendees. A summary of the bid pricing information is included in the bid tabulation attached to this memorandum.

We have reviewed the technical and price components of the American Construction Co., Inc. bid and find the content acceptable and meeting requirements of the technical specifications and drawings. Additionally, the pricing structure is lower than the Engineer's Estimate but reasonable for the scope of work. Given this technical evaluation, Anchor QEA recommends to the City that American Construction Co., Inc. be retained to perform the planned maintenance dredging activities.

Please note that Anchor QEA did not review the contracting components of the bid and understands the City will review these elements prior to contract award.

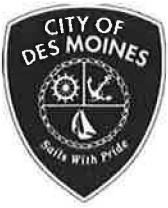
Please let me know if you have questions regarding the recommendation provided in this memorandum. I can be reached at (206) 903-3321 or [kgross@anchorqea.com](mailto:kgross@anchorqea.com).

### City of Des Moines Marina Maintenance Dredging

#### Bid Tabulation (Bid Opening 1/15/20 2PM)

Bid Item	Item Name	Unit	Quantity	Engineer's Opinion		American Construction Company	
				Unit Cost	Cost	Unit Cost	Cost
1	Mobilization and Demobilization	LS	1	\$150,000	\$150,000	\$ 65,000.00	\$ 65,000.00
1A	Mobilization and Demobilization (additive)	LS	1	\$0	\$0	\$ 500.00	\$ 500.00
2	Surveying	LS	1	\$35,000	\$35,000	\$ 15,000.00	\$ 15,000.00
2A	Surveying (additive)	LS	1	\$0	\$0	\$ 500.00	\$ 500.00
3	Dredging and Open-Water Disposal	CY	4,160	\$30	\$124,800	\$ 10.00	\$ 41,600.00
3A	Dredging and Open-Water Disposal (additive)	CY	4,160	\$0	\$0	\$ 0.50	\$ 2,080.00
	Subtotal			Subtotal	\$309,800		\$ 124,680.00
	Tax (10.1%)				\$31,300	\$ 12,592.68	\$ 12,592.68
	<b><u>TOTAL</u></b>				<b><u>\$341,100</u></b>		<b><u>\$ 137,272.68</u></b>





**PUBLIC WORKS CONTRACT**  
**Between The**  
**City of Des Moines and**  
**American Construction Company, Inc.**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of January, 2020, by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and **American Construction Company, Inc.** organized under the laws of the State of Washington, located and doing business at 1501 Taylor Way, Tacoma, WA, 98421 (hereinafter the "Contractor").

**CONTRACT**

The parties agree as follows:

**I. DESCRIPTION OF WORK.**

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

Dredge approximately 4,160 cubic yards of sediments from the Marina Entrance Channel and dispose of the material at a DNR open-water disposal site as per the Scope of Work attached to this document as Attachment No. 3 and by reference, made part of this agreement. All work is to be completed according to the plans, specifications and permits, (hereinafter the "Contract Documents") prepared for this project by Anchor QEA, LLC which are, also by reference made part of this agreement"

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

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

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

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

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (iv) shall perform any changes in the work in accord with the Contract Documents.

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

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

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

**III. COMPENSATION.** The City shall pay the Contractor a total amount not to exceed, **One Hundred Thirty-Seven Thousand Two Hundred Seventy-Two Dollars and 68 Cents, (\$137,272.68)**, including any applicable Washington State Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Exhibit A "Scope and Schedule of Work" is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress



payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

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

**IV. INDEPENDENT CONTRACTOR.** The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City

or control employees of the City, contractors, or other entities. The City's Planning, Building and Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

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

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

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

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

**VI. Liquidated Damages.** This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense



to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

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

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

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

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, Liquidated Damages in the amount calculated by the following formula shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

**Liquidated Damages = (0.15 x Contract Amount)/Time Allowed for Completion**

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

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

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

**IX. Compliance with Wage, Hour, Safety, and Health Laws.** The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards. The Contractor certifies that, within the three-year period immediately preceding this Project, the Contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

**X. Days and Time of Work.** Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

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

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

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

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

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

**XII. CHANGES.** The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within axel seven (7) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable



adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

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

**XIII. CLAIMS.** If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within seven (7) calendar days of the occurrence of the events giving rise to the claims, or within seven (7) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

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

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

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Contractor's claim;
  2. The nature and circumstances that caused the claim;
  3. The provisions in this Contract that support the claim;
  4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and

5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.
- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

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

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

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

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



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

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

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

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

**No Limitation.** Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

**A. Minimum Scope of Insurance**

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

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

Contractor shall maintain the following insurance limits:

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

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

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

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

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

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

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



## **F. Subcontractors**

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

## **E. Notice of Cancellation**

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

## **F. Failure to Maintain Insurance**

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

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

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

In the event that the Compensation called for in Section III of this Contract is less than \$35,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bond, elect to have the City retain 50% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary

releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

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

**XXII. MISCELLANEOUS PROVISIONS.**

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

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

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

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



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

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

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

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

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

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

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

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

**IN WITNESS, the parties below execute this Contract, and certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. This contract shall become effective on the last date entered below.**

<p><b>CONTRACTOR:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its: _____  <i>(Title)</i></p> <p>DATE: _____</p>	<p><b>CITY OF DES MOINES:</b></p> <p>By: _____  <i>(signature)</i></p> <p>Print Name: <u>Michael Matthias</u></p> <p>Its: <u>City Manager</u>  <i>(Title)</i></p> <p>DATE: _____</p> <p style="text-align: right;">Approved as to Form:</p> <p style="text-align: right;">_____  City Attorney</p> <p style="text-align: right;">DATE: _____</p>
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<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CONTRACTOR:</b></p> <p>Kevin Culbert  American Construction Co., Inc.  1501 Taylor Way  Tacoma, WA 9842  (253) 254-0118 (telephone)  kevinc@americanconstco.com (e-mail)</p>	<p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p>Scott Wilkins, Harbormaster  City of Des Moines Marina  22307 Dock Avenue S.  Des Moines, WA 98198  (206) 824-5700 (telephone)  swilkins@desmoineswa.gov (e-mail)</p>
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## DOCUMENT 00150

## SCOPE OF WORK

The City of Des Moines (Owner) is proposing to conduct maintenance dredging within the City of Des Moines Marina (Marina) entrance channel where sediment has accumulated, reducing water depths for navigation. Dredging will be performed using mechanical methods. All dredged material within the limits shown in the Contract Drawings is suitable for open-water disposal (excluding debris), per Dredged Material Management Program (DMMP) guidelines, and the suitability determination letter is included as Appendix D to the Contract Documents.

This work includes furnishing all labor, materials, tools, equipment, and incidentals required for dredging a total of approximately 4,200 cubic yards (CY) of sediment. The work also includes removing, transporting, and offloading in the designated laydown area any debris that is generated during dredging activities and disposing of suitable dredged sediment at the DMMP's open-water disposal site in Elliott Bay or Commencement Bay as described in the Contract Drawings and in these Specifications.

The work is anticipated to be performed between January 25, 2020 and February 15, 2020; however, there is a possibility that all necessary permits may not be received in time to complete the work prior to the close of the in-water construction period in February 2020. If permits are not received in time to complete the work in February 2020, the Owner will plan to implement the project between the start of October and the end of December 2020.

The Owner intends to award the contract as part of this bidding process and has included an alternate pricing structure for Contractors to bid the project considering the two potential timeframes for implementation. Section 00410 of these General Conditions includes the bid schedule and alternate pricing structure.

The Owner will provide copies of all permits to the Contractor immediately following issuance by the permit agencies.

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# AGENDA ITEM

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

**SUBJECT:** Discussion of 2020 City Council  
Legislative Priorities

**FOR AGENDA OF:** January 23, 2020

**DEPT. OF ORIGIN:** Administration

**DATE SUBMITTED:** January 16, 2020


**ATTACHMENTS:**

1. 2020 City Council Legislative Priorities
2. Summary sheet for Redondo Fishing Pier

**CLEARANCES:**

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

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

- Legal 
- Finance \_\_\_\_\_
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

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

**Purpose and Recommendation**

The purpose of this agenda item is for the City Council to review and approve the 2020 City Council Legislative Priorities for the 2020 Legislative Session.

**Suggested Motion**

**Motion 1:** "I move to approve the 2020 City Council Legislative Priorities as presented."

## **Background**

On January 9<sup>th</sup> the Council was briefed on the upcoming Legislative session by City Manager Michael Matthias and the City's Legislative Advocate, Anthony Hemstad. In following up from that meeting, this agenda item formalizes the City's Legislative Agenda for the 2020 Legislative session.

The State Legislative Session began on January 13<sup>th</sup>. It is a short session this year, only scheduled for 60 days, and is the second year of a two-year budget so the changes to the supplemental budgets are much smaller than during the first year of a budget. The session is scheduled to adjourn on March 12<sup>th</sup>.

The State Legislators that represent areas of Des Moines are: Senator Karen Keiser (D-33<sup>rd</sup>), Senator Claire Wilson (D-30<sup>th</sup>), Representative Tina Orwall (D-33<sup>rd</sup>), Representative Mia Gregerson (D-33<sup>rd</sup>), Representative Mike Pellicciotti (D-30<sup>th</sup>), Representative Jesse Johnson (D-30<sup>th</sup>). Congressman Adam Smith (D-WA 9<sup>th</sup> Congressional District) represents all of Des Moines in the US Congress along with US Senators Patty Murray and Maria Cantwell in the US Senate.

The vast majority of Des Moines is in the 30<sup>th</sup> District while the Redondo neighborhood is in the 33<sup>rd</sup>. The City is fortunate to have representatives in top Legislative leadership positions. For instance, Senator Keiser is the Senate's President Pro Tempore. The President Pro Tempore serves as the Senate's presiding officer in absence of the Lieutenant Governor. Representative Tina Orwall holds the equivalent position in the House – Speaker Pro Tempore – and she presides over the House in absence of the Speaker.

The 30<sup>th</sup> District delegation is changing. Former Representative Reeves resigned her seat in mid-December. Federal Way City Councilor Jesse Johnson was appointed to that seat and started as Representative on the 2<sup>nd</sup> Day of session (14 January). Representative Mike Pellicciotti has announced a campaign for State Treasurer and will not be running for re-election, thus there will be a new Representative in that seat this time next year. Senator Wilson won her seat in 2018.

The session is off to a very busy start. This memo is being written on the 4<sup>th</sup> day of session and, so far, the City's Legislative Advocate (Hemstad) has already testified twice on the City's behalf. The first was before the Senate Transportation Committee encouraging them to get the SR-509 project back on schedule (it is currently being delayed due to the I-976 funding question) and the second testimony was in support of the new Port Package legislation sponsored by Senator Keiser. That bill was before the Senate Local Government Committee. Hemstad has also been meeting with all members of the delegation regarding issues of concern for Des Moines. This included one of the very first meetings that new Representative Jesse Johnson had as a State Representative.

2020 City of Des Moines  
City Council Legislative Priorities

1. Capital Budget funding for Redondo Fishing Pier related planning. This includes planning and design work for the fishing pier, bulkhead and bathrooms. Seeking a \$600,000 appropriation from the State to help with this regional attraction.
  
2. Port Packages: Work to pass legislation allowing for replacement of Port Packages that are in need of repair and replacement. Approximately 10,000 Port Packages have been installed in structures in airport communities around SeaTac Airport, including Des Moines. It is estimated that several thousand of those packages need updating/replacement. Senator Keiser has introduced a bill in Senate on this and Representative Orwall has in the House.
  
3. Gateway Project. As part of the I-976 impacts, the Governor has put many construction projects on hold. This includes the next phase of SR-509, which the Legislature just agreed to expedite last year. Des Moines will work with the Legislature to keep SR-509 on schedule.
  
4. Monitoring & Action on other issues as needed: Other issues as identified by City Manager. There will be other issues that need attention/response that arise during the course of the session. The City Manager along with Legislative Advocate, City Staff and AWC will continually identify and respond if needed. Currently staff is monitoring Growth Management Act and Housing related legislation that could have local impacts in Des Moines. Others will very likely arise during course of the Legislative Session.

H-3824.1

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**HOUSE BILL 2641**

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**State of Washington****66th Legislature****2020 Regular Session****By** Representatives Fey, Valdez, Lekanoff, Doglio, Tharinger, Pollet,  
and Macri

Read first time 01/16/20. Referred to Committee on Transportation.

1 AN ACT Relating to authorizing cities to provide passenger-only  
2 ferry service; and adding a new chapter to Title 35 RCW.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 NEW SECTION. **Sec. 1.** (1) Any city having a boundary located on  
5 Puget Sound or Lake Washington may establish, finance, and provide  
6 passenger-only ferry service, including associated services to  
7 support and augment passenger-only ferry service operation, within  
8 its boundaries. For the purposes of this chapter, Puget Sound has the  
9 same meaning as described in RCW 36.57A.200.

10 (2) Before a city may provide passenger-only ferry service, it  
11 must develop a passenger-only ferry investment plan, which must  
12 include elements regarding operating or contracting for the operation  
13 of passenger-only ferry services; the purchase, lease, or rental of  
14 ferry vessels and dock facilities for the provision of transit  
15 service; and identifying other activities necessary to implement the  
16 plan. The passenger-only ferry investment plan must also set forth  
17 terminal locations to be served, consistency with any study developed  
18 through the Puget Sound regional council for regional service,  
19 projected costs of providing services, and revenues to be generated  
20 from tolls, locally collected tax revenues, and other revenue  
21 sources. The passenger-only ferry investment plan may recommend



1 additional revenue authority that has not yet been authorized under  
2 state law.

3 (3) The passenger-only ferry investment plan must ensure that  
4 services provided under the plan are for the benefit of the residents  
5 of the city. The city may use any of its powers to carry out this  
6 purpose, unless otherwise prohibited by law. In addition, the city  
7 may enter into contracts and agreements to operate passenger-only  
8 ferry service, as well as appropriate public-private partnerships  
9 including, but not limited to, design-build, general contractor/  
10 construction management, or other alternative procurement processes  
11 substantially consistent with chapter 39.10 RCW.

12 NEW SECTION. **Sec. 2.** Section 1 of this act constitutes a new  
13 chapter in Title 35 RCW.

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## Appropriations Request 2020 Legislative Session Redondo Pier City of Des Moines

**What:** The City of Des Moines is seeking \$600,000 in the State 2020 Capital Budget for planning and design for three interrelated projects at Redondo Pier.

**Why:** Redondo is a regional attraction, bringing in visitors from south King and north Pierce Counties to enjoy fishing and boating. The popular fishing pier was closed to the public in July 2019 due to the need for repairs due to the element's toll on wood pilings. It makes financial and planning sense to also address needed repairs/replacement of the Redondo bulkhead and bathrooms at the same time as the pier is being repaired. The City of Des Moines is seeking planning funds so that a 50-year solution can be appropriately designed for Redondo so that it can again be a major regional draw for Washingtonians and tourists.



**Background:** The fishing pier, bulkhead by the public boat launch and the restrooms that serve visitors to the area were all built in 1980. The pier and bulkhead are failing after almost 40 years of heavy usage and exposure to saltwater. The restroom is functionally obsolete and needs replacement and should be relocated. The maintenance of each of these 1980 vintage structures is growing increasingly expensive in their current state.

**Timing:** Request for 2020 Capital Budget. As the fishing pier is already closed, this is time-sensitive as many citizens would like to see this important regional feature re-opened. Additional planning is needed before Federal permits can be applied for and this funding would allow for this information to be gathered.

*For More information*

*Anthony Hemstad, Legislative Advocate, City of Des Moines, Mobile: 253.335.9163. Email:*

*[anthony@hemstad.us](mailto:anthony@hemstad.us)*



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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: City Manager 2019-20 Performance  
Review and Contract Amendment

FOR AGENDA OF: January 23, 2020

DEPT. OF ORIGIN: Legislative

DATE SUBMITTED: January 16, 2020

ATTACHMENTS:

1. Contract Amendment #4
2. City Manager Contract

CLEARANCES:

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

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

- Legal *TS*
- Finance *AA*
- Courts \_\_\_\_
- Police \_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: *SMC*

**Purpose and Recommendation**

The purpose of this agenda item is for the City Council to review the 2019-20 performance of City Manager Michael Matthias and to consider an annual step increase as well as any additional contract amendment the Council deems appropriate.

Following the conclusion of the performance evaluation, if the Council finds that the City Manager has demonstrated a sustained exemplary performance, the Council can make the following motion:

**Motion**

**Motion 1:** "I move to approve a single step increase for the City Manager from M-49 C to M-49 D, effective February 1, 2020, and authorize the Mayor to sign contract amendment #4 substantially in the form as attached."

### **Background**

The employment agreement dated October 28, 2016 between the City of Des Moines and the City Manager, Michael Matthias, calls for an annual step-increase in compensation contingent upon “demonstrated sustained exemplary performance, as determined by the City Council.” The City Manager is currently at a “Step C” and is eligible to move to a “Step D” on the same pay range.

Additionally, the contract provides for semi-annual performance evaluations of the City Manager. The only performance evaluation conducted of the City Manager in 2019 was completed in April.

The City Council discussed the City Manager’s performance in December and Councilmember’s have been provided the opportunity to complete a formal written performance evaluation. The final outcome will be discussed at the January 23, 2020 City Council meeting.

In order to align the City Manager’s existing contract with a “year-end evaluation,” the employment contract is proposed to be amended to change the dates of the annual performance evaluations from April and October to June and December.

The City Council may elect to propose additional amendments to the existing contract as well following the conclusion of the performance evaluation, to include employment benefits, severance options, or general contract provisions.

### **Financial Impact**

The step increase from an M-49 C to M-49 D represents an increase of 5% (five percent) in annual compensation. There is no financial impact from moving the dates of the performance evaluations.

**EMPLOYMENT AGREEMENT AMENDMENT #4**

**THIS AMENDMENT** is entered into on this \_\_\_ day of January 2020, pursuant to the Employment Agreement entered into on the 28<sup>th</sup> day of October, 2016, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **Michael Matthias**.

The parties herein agree that the Employment Agreement dated October 28<sup>th</sup>, 2016, and any subsequent amendments, shall remain in full force and effect, except for the amendment set forth as follows:

1) **SECTION 5(A)** of Employment Agreement dated October 28<sup>th</sup>, 2016, is hereby amended to read as follows:

~~The City Council shall review and evaluation the performance of the Employee quarterly for the first year of employment. After the first year, performance Performance evaluations will occur at least twice annually, in April June and October December of each year, unless otherwise mutually agreed by the City Council and the Employee. Said review and evaluation shall be in accordance with job performance criteria developed by the City Council, and in accordance with Des Moines Municipal Code 2.04.050.~~

Except as modified hereby, all other terms and conditions of the employment agreement dated October 28<sup>th</sup>, 2016, and any subsequent amendments shall remain in full force and effect.

IN WITNESS WHEREOF, and to signify agreement to the terms and conditions of this Amendment to the Employment Agreement, the parties have affixed their signatures on the dates indicated.

Dated this \_\_\_ day of January 2020.

Dated this \_\_\_ day of January 2020.

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

\_\_\_\_\_  
Michael Matthias  
City Manager

Approved as to Form:

\_\_\_\_\_  
Timothy A. George  
City Attorney

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**Employment Agreement**  
**Between the City of Des Moines and Michael Matthias**

This Employment Agreement (“Agreement”) is made and entered into by and between the City of Des Moines, Washington, a municipal corporation, hereinafter called “Employer” or “City Council,” and Michael Matthias, hereinafter called “Employee” or “City Manager.”

**Section 1. Employment, Powers and Duties, and Term.**

(A) The City Council hereby employs Michael Matthias as City Manager of the City of Des Moines, to perform on a full-time basis the functions and duties set forth in the Des Moines Municipal Code (DMMC), RCW 35A.13.080, and such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign. The City Council acknowledges the business principles and legal provisions under the Council-Manager form of government, and agrees to direct its concerns and requests for action to the City Manager. The City Manager recognizes that the City Council is the policy making body and agrees to respond promptly and equally to all members of the City Council regarding their concerns.

(B) The City Manager shall focus his professional time, ability, and attention to the City’s business during the term of this Agreement. The City Manager shall not spend time in teaching, consultation, or other non-Employer connected business activities that are competitive or in conflict with his duties as City Manager. In those cases where outside activities, for example, teaching, consulting or other business opportunities are not in conflict with his duties and are not competitive to the interests of the City, the City Manager will request the express prior written consent of the City Council. The City Council has the sole authority to approve or deny a request under this Section.

(C) Before entering upon the duties of his office, the City Manager shall take an oath for the faithful performance of his duties and shall execute and file with the City Clerk a bond in favor of the City in the amount required by law. The premium on such bond shall be paid by the City.

(D) The terms of this Agreement and appointment shall become effective upon date of signature and retroactive to August 20, 2016 and shall be for an indefinite term subject to RCW 35A.13.130 and Section 7 of this Agreement. The City Manager is an “at-will” employee serving at the pleasure of the Employer, acting through the City Council, and subject to summary dismissal without any right of notice or hearing. Except as provided in Section 7 below, the City may terminate the employment of the City Manager at any time, with or without cause, upon compliance with RCW 35A.13.130 and the provisions set forth in Section 7 of this Agreement.

(E) If City Manager determines to terminate this Agreement, he shall be required to give a minimum of sixty days’ advance written notice to the City Council

City Manager Employment Agreement  
Page 2

prior to the effective date of his termination, unless a shorter period is acceptable to the City Council, and the City Manager shall not be eligible for severance compensation in the event of his voluntary resignation.

**Section 2. Compensation.**

(A) Employee shall receive an initial annual base salary at Step C of Range M-43 on the City's pay plan; the annual salary of Step C on range M-43 is \$153,900, which is the 2016 rate, retroactive to August 20, 2016. It is agreed Employee will be eligible to progress to an increased Step or Range immediately following his performance evaluation in April of 2017 and subject to the approval of the City Council and contingent upon satisfactory performance as determined by the City Council. If Employee receives an increase based on the April 2017 evaluation, that increase will be retroactive to February 20, 2017. Any subsequent step increases will be contingent upon demonstrated sustained exemplary performance, as determined by the City Council.

(B) City Manager shall receive general pay increases as otherwise provided to non-represented City employees, generally effective January 1<sup>st</sup> of each year subject to budget constraints. Likewise, the City Manager shall accept equivalent wage and benefit concessions, such as furloughs, as any that are implemented for non-represented employees. Cost of living adjustments and any such concessions will be administratively applied without the necessity of modifying this agreement.

**Section 3. Employment Benefits.**

(A) Except as otherwise provided in this Agreement, the City Manager is granted employment benefits in accordance with the Personnel Manual of the City, as presently constituted or as may be subsequently amended.

(B) The City shall provide medical, dental, and vision coverage with the same premium share percentage paid by Employee as non-represented employees. Employee agrees to elect a City-sponsored high deductible medical plan combined with a Health Reimbursement Arrangement as provided to non-represented employees. The City will provide the same fringe benefits provided to non-represented employees, such as basic term life insurance, long term disability insurance, and survivor life benefit insurance coverage provided to non-represented employees.

(C) Employee shall accrue vacation leave at the rate of sixteen (16) hours per month. Employee shall also be provided with a bank of eighty (80) hours of vacation and eighty (80) hours sick leave subtracted by the total number of hours currently in each vacation and sick leave bank respectively. The intent of this section is for Employee to have a total of eighty (80) hours of vacation leave and eighty (80) hours of sick leave in his bank as of August 20, 2016.



City Manager Employment Agreement  
Page 3

(D) Employee may cash in up to eighty (80) hours of vacation each November to be paid on the first payday in December.

(E) The parties recognize that the City Manager must devote a great deal of time outside normal office hours on business for the City. The parties recognize that City Manager is exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standards Act, and is therefore not entitled to formal accumulation of compensation time for hours worked in excess of the normal work day or work week. However, based on the recognition that the City Manager is required to attend meetings and perform duties outside normal working hours, an additional sixteen hours of vacation time shall be added to his vacation balance on a quarterly basis, rather than the eight hours per quarter that exempt employees generally receive.

(F) In lieu of participation in the Social Security System, Employee and Employer will make contributions to Social Security replacement retirement accounts, as provided to eligible non-represented employees pursuant to Sections 401(a) and 457 of the Internal Revenue Code.

(G) Employee is covered by the State of Washington PERS 2 retirement system. Employer shall contribute the Employer's share and Employee shall contribute the Employee's share of contributions to PERS 2 as established in state law. The parties acknowledge that the amount of the Employer contribution is subject to adjustment by the state legislature in the future and agree that said contribution shall be adjusted (either increased or decreased) accordingly.

(H) Recognizing the travel and telecommunications costs Employee will be incurring using his own vehicle and cellular phone in the performance of his duties, he will be paid a transportation and telecommunications allowance totaling \$500 per month, to be paid in two \$250 increments on his bi-monthly paycheck, subject to lawfully required withholdings. This section will be applied retroactively to August 20, 2016.

(I) The City Council fully supports Employee's professional development and Employer shall pay the fee for Employee's membership in the International City/county Management Association and the Washington City/County Management Association, and reasonable registration and expenses for other ongoing professional training, classes, licensing requirements or professional development conferences as provided in the City budget and consistent with City Policy.

**Section 4. Residence.**

Employee agrees to establish residence within the corporate boundaries of the City within six months of employment.

**Section 5. Performance Evaluation.**

City Manager Employment Agreement  
Page 4

(A) The City Council shall review and evaluate the performance of the Employee quarterly for the first year of employment. After the first year, performance evaluations will occur at least twice annually, in April and October of each year, unless otherwise mutually agreed by the City Council and the Employee. Said review and evaluation shall be in accordance with job performance criteria developed by the City Council, and in accordance with Des Moines Municipal Code 2.04.050.

(B) The City Council shall define goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the Council's policy objectives, and shall further establish a relative priority among those various objectives.

**Section 6. Indemnification.**

As a condition of Employee's employment, Employer agrees that it shall defend, hold harmless and indemnify Employee against any tort, professional or personal liability claim, demand, or legal action of any kind or nature, whether groundless or otherwise, arising directly or indirectly out of an alleged act or omission occurring in the performance of Employee's duties. This indemnification and hold harmless shall continue after Employee's cessation of employment but only insofar as it relates back to claims, demands, suits, judgements and professional, personal and community liability arising either directly or indirectly out of his employment. The terms of this provision assume and are conditioned upon the Employee acting in a lawful manner and within the scope of his authority as City Manager and fully cooperating in the defense of any such claims and suits.

**Section 7. Termination and Severance.**

(A) In the event the Employee is terminated or requested by the Employer to resign for the convenience of the City of Des Moines, the Employer shall provide severance compensation in the amount of six (6) months of salary, cash equivalent of vested benefits and deferred compensation, based upon the salary and benefits in effect at the time of notice of termination or resignation, and the Employer shall extend and pay the Employer's share toward health coverage benefits for six (6) months. Employer shall additionally compensate Employee for all earned vacation and personnel leave balances in effect on the date of termination or resignation, with no further vacation or sick leave accrual. Said severance compensation shall be paid in monthly installments. The Employer shall be authorized to perform any deductions required by law. Any termination action taken by the Employer shall be subject to the notice period required by RCW 35A.13.130 and RCW 35A.13.140, or successor statutes. The Employer, in its sole discretion, may substitute advance notice of termination in addition to that required by statute for any or all of the six months' severance compensations listed above. Additionally, the Employer and Employee may, by mutual consent, arrange for a time-certain effective date of such termination, subject to the aforementioned notice period required by state law.



City Manager Employment Agreement  
Page 5

(B) The parties expressly agree that the Severance in Section 7(A) is intended to assure that the City Manager receives pay and benefits at the same level as of the date of his termination for a period of six months following such date. Accordingly, if the City Manager becomes self-employed or obtains employment with an employer other than the City of Des Moines at any point within six months of his termination, the City Manager agrees to promptly report the situation to the City and understands that his severance pay shall be reduced in an amount equal to any income earned and benefits provided to City Manager through such employment opportunities.

(C) Failure of the Employer to correct a material breach of this Agreement after notice and a reasonable opportunity to comply will be considered a constructive discharge without cause and Employee will be entitled to severance compensation specified in this section.

(D) In the event the City Manager is terminated for “cause,” then Employer’s only obligation to the City Manager is to pay all compensation and benefits accrued but unpaid at the date of termination. For the purposes of this Agreement “cause” for termination shall include, but not be limited to, the commission of any one of the offenses calling for immediate discharge under Section 8(A)(1) of the Personnel Manual as presently constituted or as may be subsequently amended (including any change in section numbering).

**Section 8. General Provisions.**

(A) In addition to the rights and benefits detailed herein, the City Manager shall receive all benefits accruing to the department directors of the City of Des Moines, except where they are in conflict with the specific provisions of this Agreement.

(B) The text herein shall constitute the entire agreement between the parties.

(C) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the parties.

(D) This Agreement shall become effective upon execution by Employee and adoption and approval by the City Council of the City of Des Moines.

(E) Any amendment, alteration, extension, or modification of this Agreement shall be in writing, signed by the parties hereto, approved in the affirmative vote of the City Council with the written consent of City Manager.

(F) If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

City Manager Employment Agreement  
Page 6

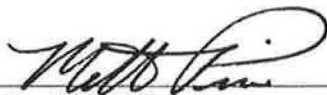
IN WITNESS WHEREOF, and to signify agreement to the terms and conditions of this Agreement, the parties have affixed their signatures on the dates indicated.

Dated this 28th day of October, 2016.

Dated this 28th day of October, 2016.

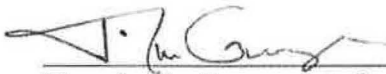
CITY OF DES MOINES

EMPLOYEE

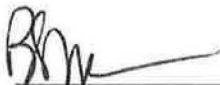
  
\_\_\_\_\_  
Matt Pina, Mayor  
(At the direction of the City Council of the City of Des Moines taken at an open public meeting on October 27, 2016.)

  
\_\_\_\_\_  
Michael Matthias, City Manager

Approved as to form:

  
\_\_\_\_\_  
Timothy A. George, Interim City Attorney

Attest:

  
\_\_\_\_\_  
Bonnie Wilkins, City Clerk





# Highline Medical Center Community Update

Winter 2020

Russell J. Woolley  
Chief Operating Officer



# Highline Medical Center

By The Numbers



**Year Opened Locally:** 1958

**Total Beds:** 133

**Inpatient Days:** 27,923\*\*

**Hospital Outpatient and  
Physician Clinic Visits:** 73,210\*\*

**ER Visits:** 50,271\*\*

**Total Employees:** 840\*

- Registered Nurses: 356\*

**Total Providers:** 406\*

- Community/Independent Physicians: 314\*
- Employed Physicians: 93\*

**Community benefit:** \$22.1 Million\*  
(charity care, uncompensated care, and  
community programs)  
CHI Franciscan overall: \$196 Million\*

**Partial List of Service Specialties:**

- Birth center
- 24/7 emergency services
- Stroke center
- Intensive care
- Cancer care
- Orthopedic
- Cardiology
- Women's and Children's services
- Behavioral Health



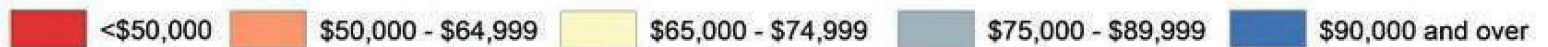
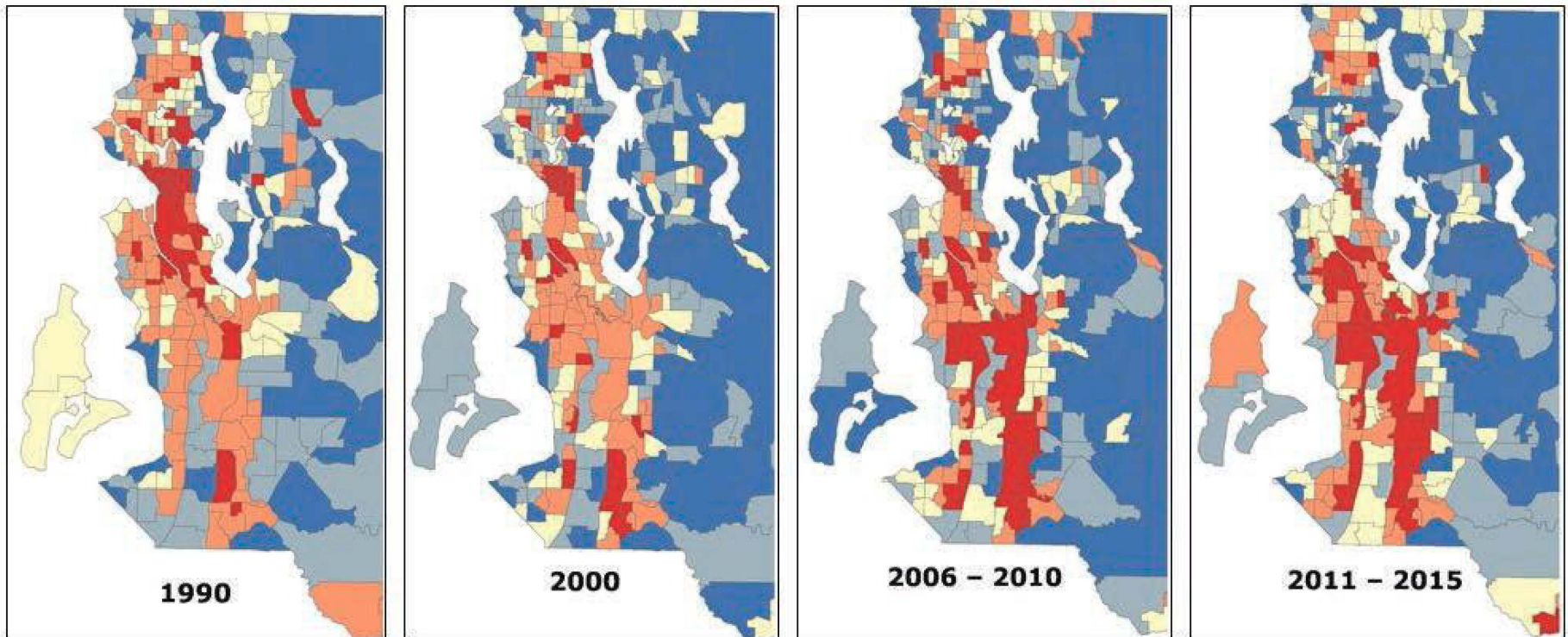
\*\*Fiscal Year 2019

\*Fiscal Year 2018



- Population boom: For the first time, more than half of King County children are children of color.
  - Rapid rises in the cost of housing and homelessness.
- Aging population: By 2040 1 in 4 King County residents will be age 60 or older, up from 1 in 7 in 2000.
- What's getting better?
  - Improved health insurance coverage, fewer high school students drinking sugar-sweetened beverages daily.
- What's getting worse?
  - Homelessness, insufficient physical activity, obesity, mental health, drug-related deaths.

## Median household income by King County neighborhood, 1990-2015



Data sources: US Census Bureau, 1990 & 2000 censuses; American Community Survey (2006-2010, 2011-2015)

# Behavioral Health Patient Prevalence



## Involuntary Detained People with SBC's in Community Hospitals in King County From 5/1/2019 To 5/31/2019

Hospital	Hospital Code	Total	Med Bed Needed At Detention	Average Length Of Stay	14 Day Petition Filed
EVERGREEN HOSPITAL MED CTR	EVR	17	0	2.24	17
GROUP HEALTH CENTRAL	GHC	1	0	1.00	1
HARBORVIEW MEDICAL CENTER	HMC	28	0	3.25	28
HARBORVIEW MEDICAL CENTER - EMER	PES	89	0	0.97	89
HIGHLINE COMMUNITY HOSPITAL	HH	49	0	1.33	49
MULTICARE AUBURN	MCA	22	0	2.09	22
MULTICARE COVINGTON	MCC	2	0	1.00	2
NORTHWEST	NGP	20	0	0.95	20
OVERLAKE HOSPITAL	OL	30	0	0.83	30
SEATTLE CHILDREN'S HOSP	CHI	3	0	7.67	3
SEATTLE VETERANS ADMINISTRATION HOSPITAL	SVA	4	0	5.25	4
ST. ELIZABETH COMMUNITY HOSPITAL	STE	1	0	0.00	1
ST. FRANCIS HOSPITAL ( KING CO.)	STF	11	0	0.09	11
SWEDISH - BALLARD	SBA	12	0	1.08	12
SWEDISH - FIRST HILL	SWE	20	0	2.90	20
SWEDISH - ISSAQUAH	SIS	23	0	2.39	23
SWEDISH CHERRY HILL	SWC	12	0	0.33	12
UNIVERSITY HOSPITAL	UH	12	0	2.08	12
VALLEY MEDICAL CENTER	VMC	26	0	2.23	26
VIRGINIA MASON HOSPITAL	VIM	14	0	5.86	14
<b>TOTAL</b>		<b>396</b>	<b>0</b>	<b>1.80</b>	<b>396</b>



# CHI Franciscan Health 2018–2020 Strategic Priorities

Our Strategic Priorities are the road map for our vision to be the premier health system in the Pacific Northwest.

**1** *Deliver the best quality, safety and patient experience.*



**2** *Be one CHI Franciscan.*



**3** *Capture the hearts, minds, and spirit of our health care team.*



**4** *Be brilliant at the basics.*



**5** *Transform our ministry to deliver value-based care.*



**6** *Embrace our diverse communities to achieve optimal health and well-being.*



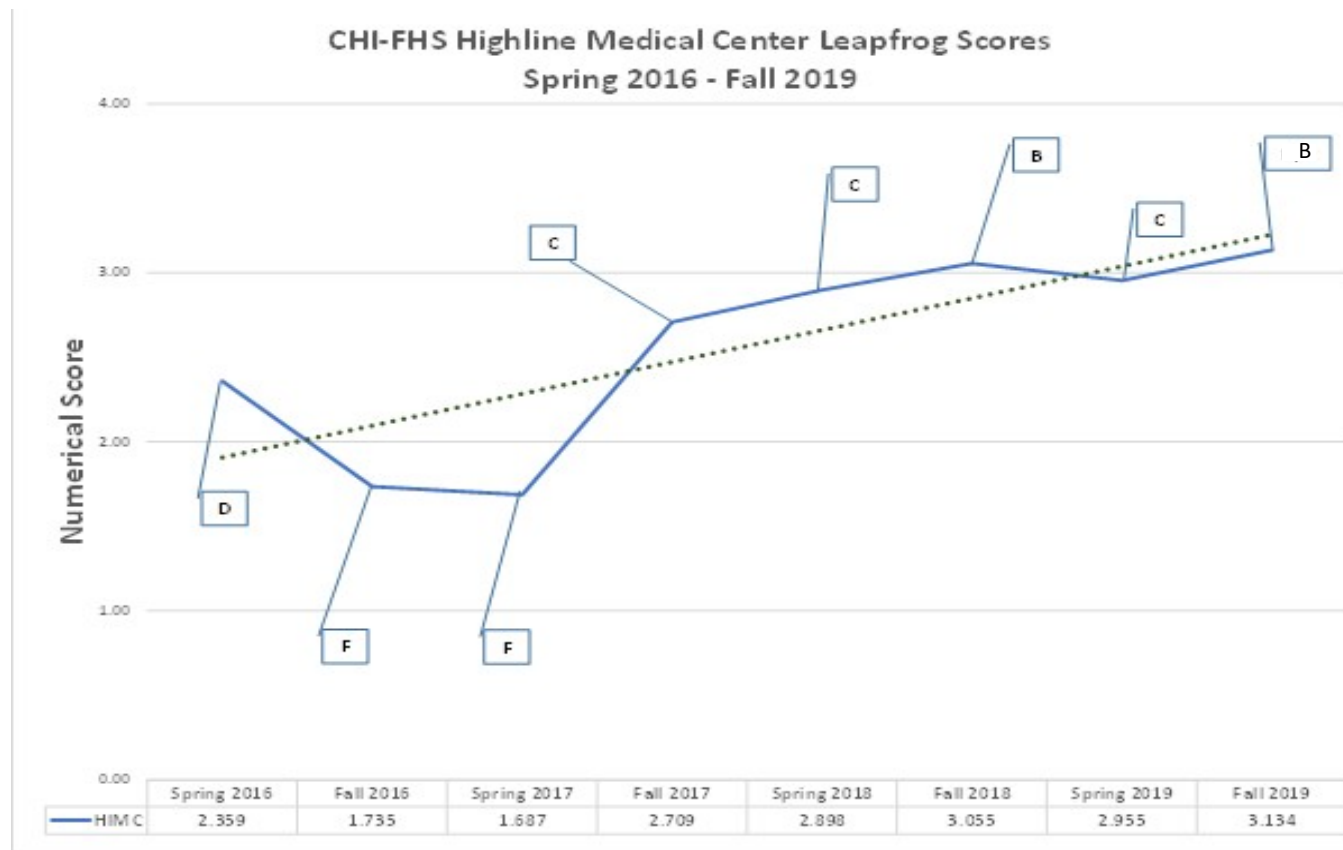
*Thank you for your compassion, enthusiasm and commitment to deliver quality, safe, exceptional care to our patients every day!*



# Leapfrog Group Hospital Safety Grade



LEAPFROG  
HOSPITAL  
SAFETY GRADE



Capture the hearts, minds and spirit of our healthcare team.



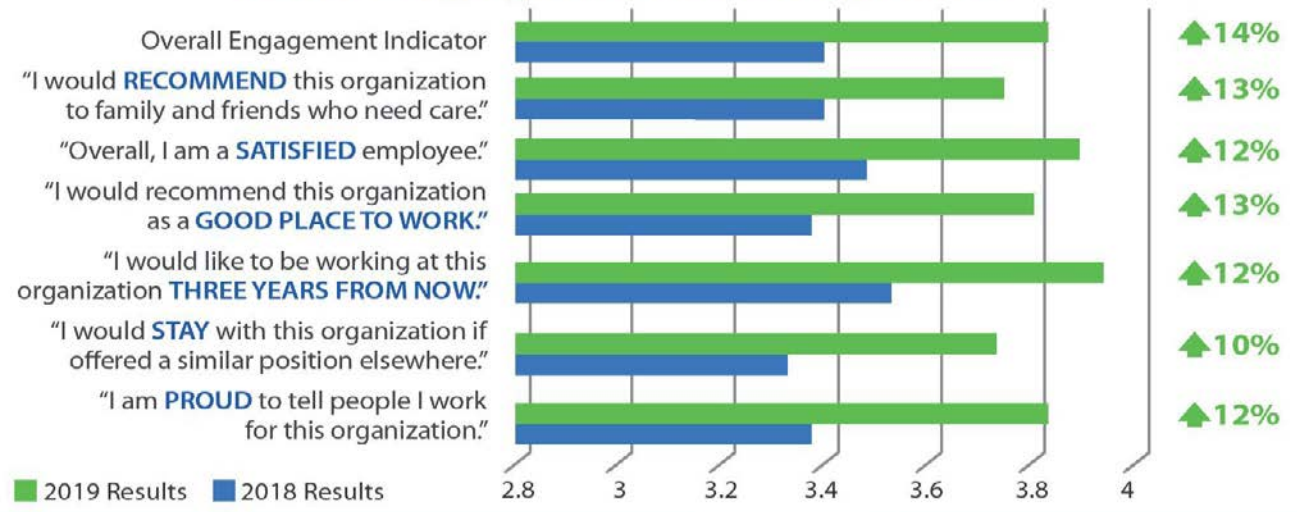
Embrace our diverse communities



**Thank you**  
 for telling us how you feel during the employee engagement survey.  
 Together, we are making Highline an even better place to work!

imagine  
 your **Best Self**

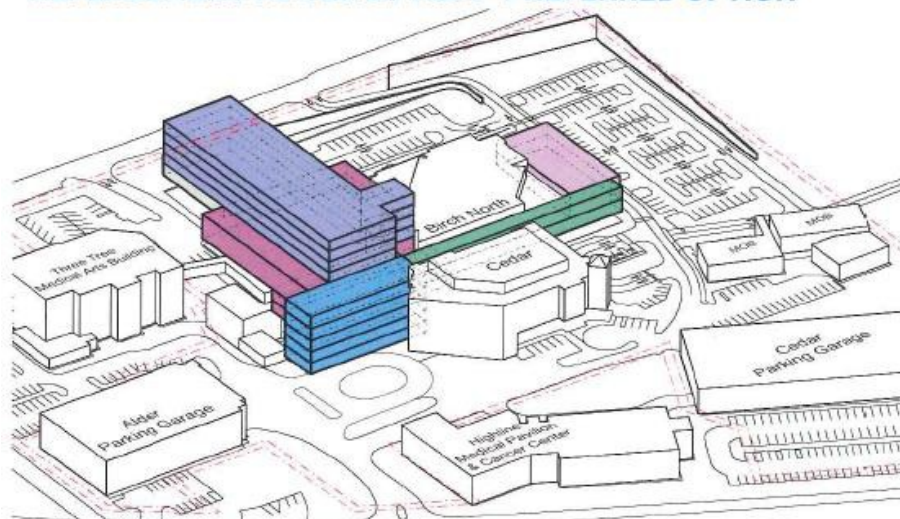
### Staff Engagement at Highline



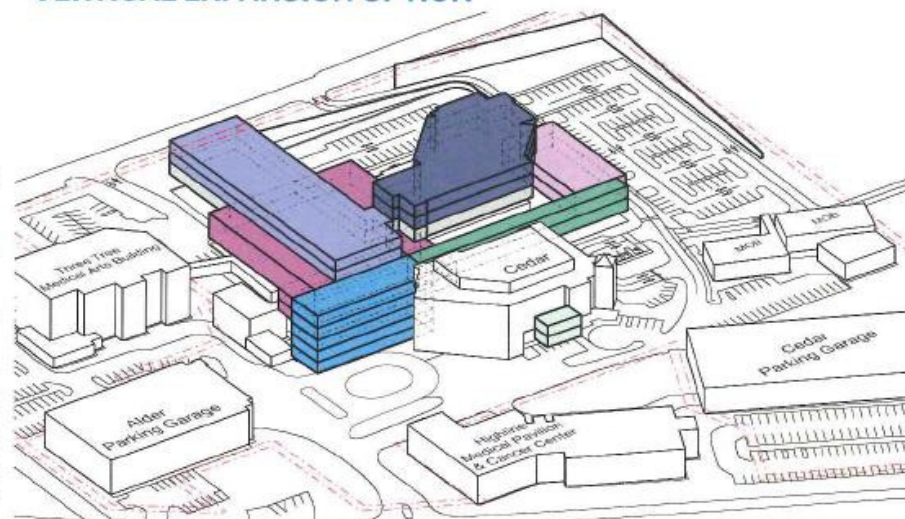
# Master Facility Plan

## Visualization

### REPLACEMENT TOWER OPTION - PREFERRED OPTION



### VERTICAL EXPANSION OPTION



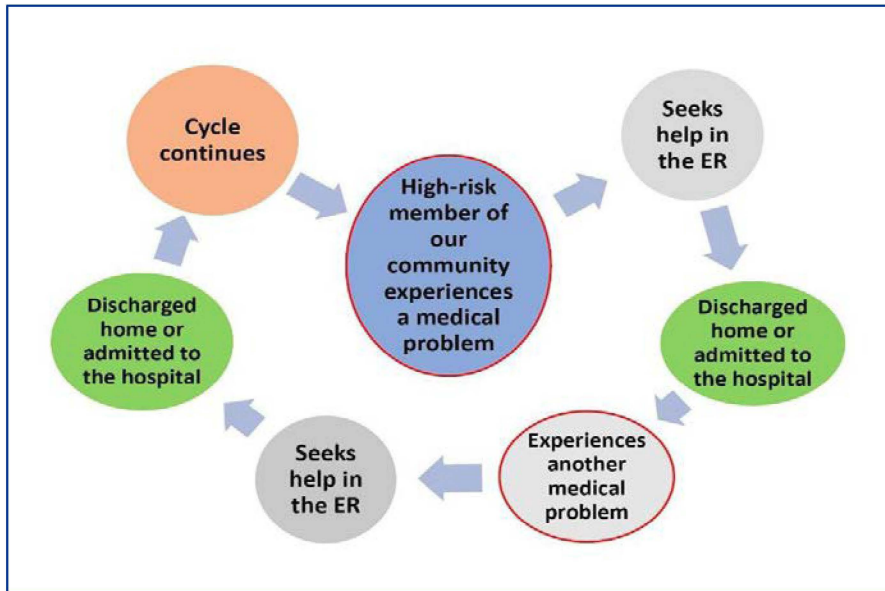
- Modernize facility to improve competitive position
  - New intensive care, intermediate care, and telemetry units
  - Dedicated surgical nursing & observation units
  - Renovation of existing units
- Offer 100% private acute care beds, providing optimal patient experience and quality

# Highline Health Connections Program

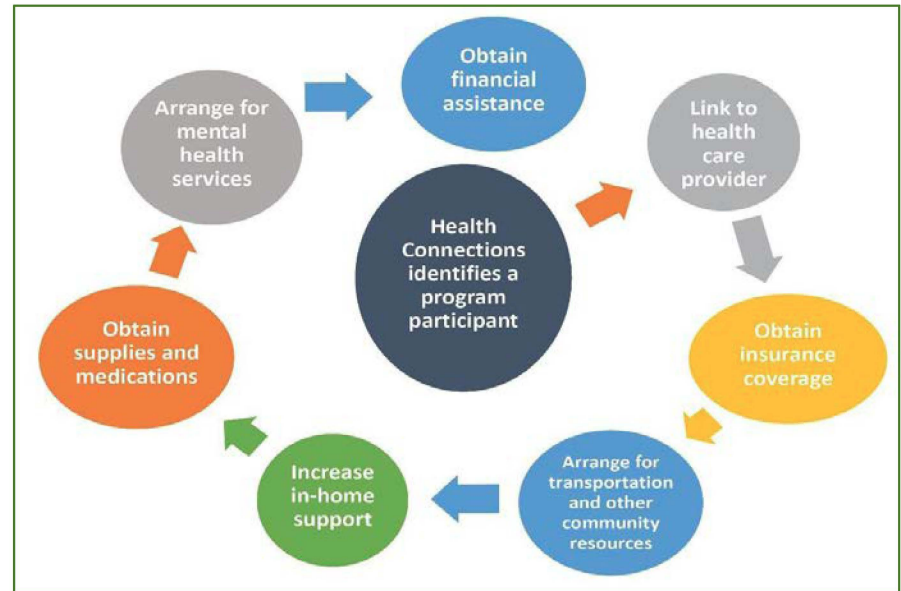
Our shared interests



## Current



## Future

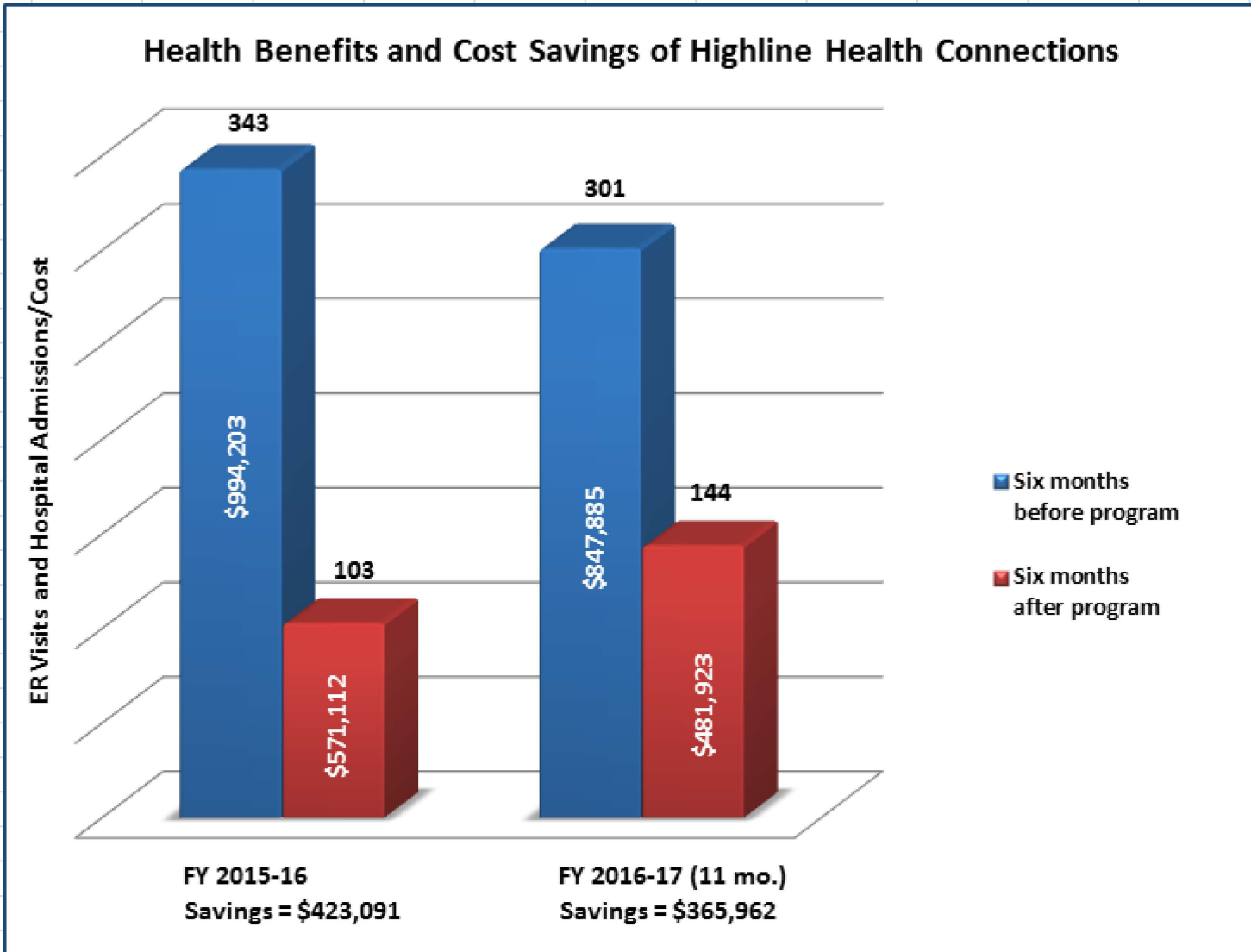


- ✓ Focused care and case management for low-income people with frequent hospitalizations and ER visits, chronic medical conditions, low health literacy, mental health issues, etc.
- ✓ One-to-one coaching, health care advocacy, support and referrals for other needs (transportation, housing, nutrition, mental health services, etc.)
- ✓ Holistic and interdisciplinary approach with participants assigned a nurse, social worker, community health worker, dietician, etc.



# Highline Health Connections Program

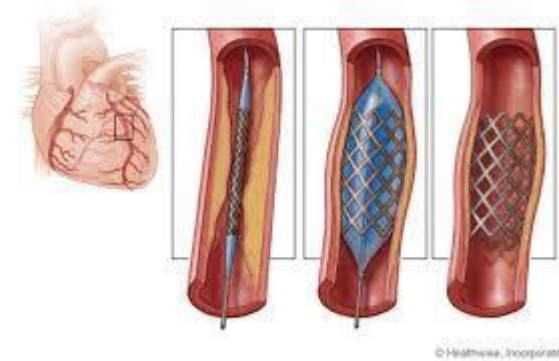
Our shared interests



**\*\*REQUEST\*\***

## ***Elective PCI (Percutaneous Coronary Intervention)***

*PCI is a non-surgical procedure that uses a catheter to place a small structure called a stent to open up blood vessels in the heart that have been narrowed by plaque buildup*



**Freij A Gopal, MD, FACP**

**Franciscan Medical Group**

Specialty(s): Interventional Cardiology , Cardiology

Primary location: Burien

Phone: 206-835-7400



**Daniel Gottlieb, MD**

Specialty(s): Interventional Cardiology , Cardiology

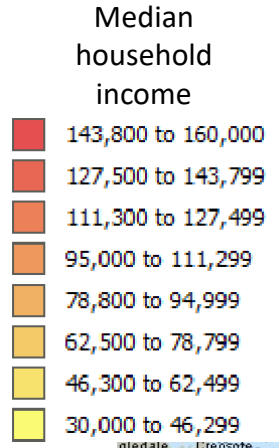
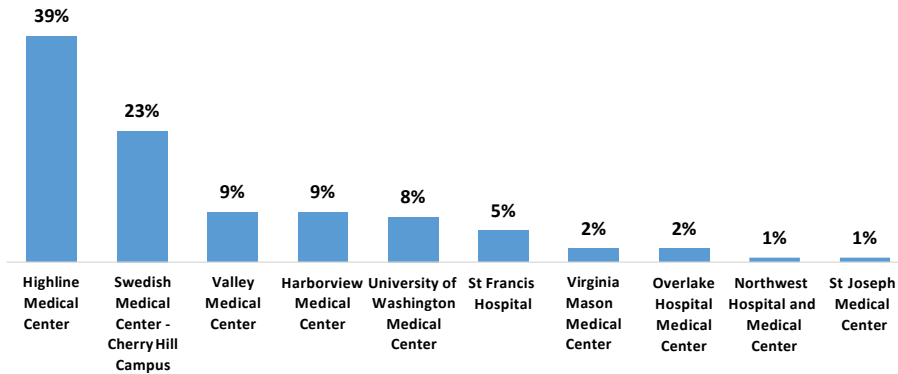
Primary location: Burien

Phone: 206-241-7146

# King West elective PCI programs are concentrated in downtown and north Seattle

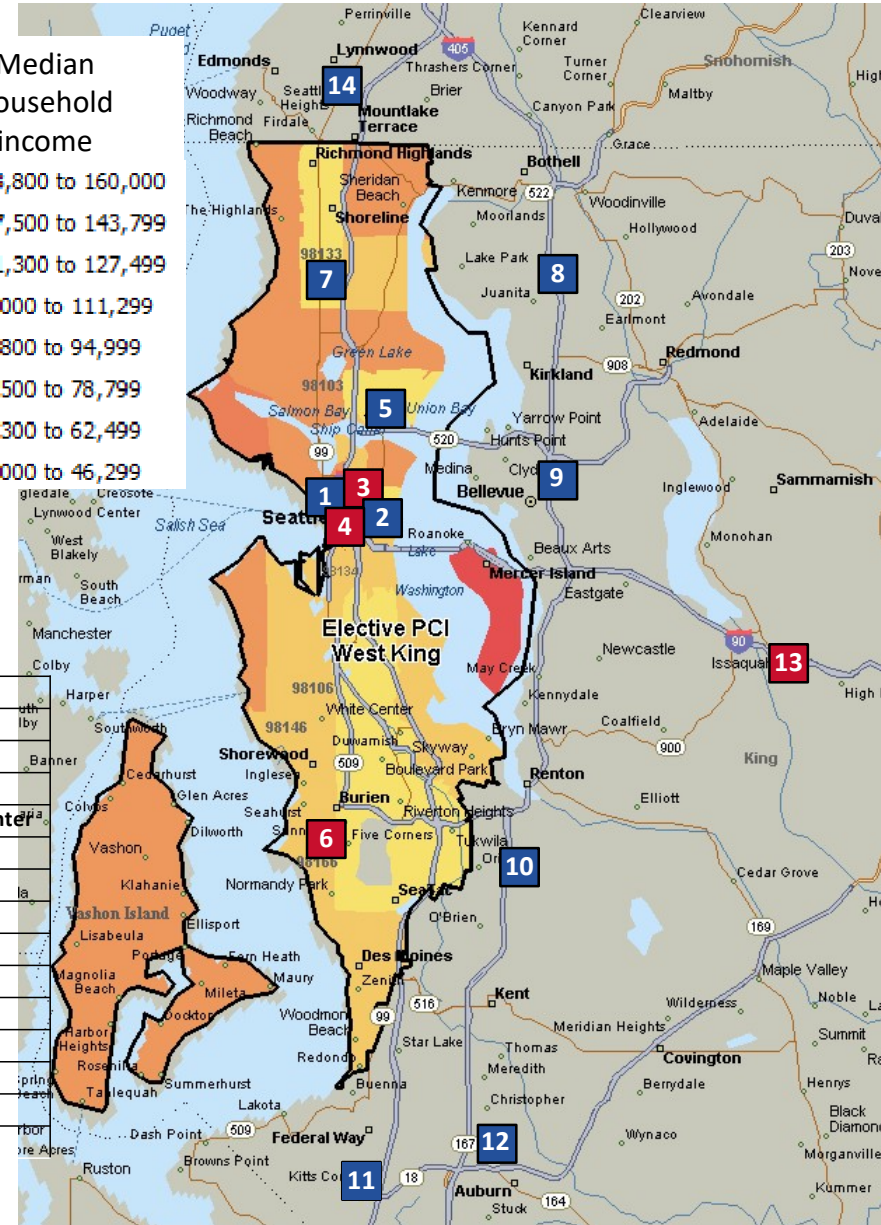


Percent of total inpatient PCI from Highline market  
 Top ten facilities = 98% of total volume  
 Emergent and elective IP cases



Highline serves some of the lowest income areas in the west King PCI planning area.

- | Facility                                  | Color     |
|---|-----------|
| 1 Virginia Mason                          | Dark Blue |
| 2 Swedish - Cherry Hill                   | Dark Blue |
| 3 Swedish - First Hill                    | Dark Red  |
| 4 UW Medicine - Harborview Medical Center | Dark Red  |
| 5 UW Medicine - UW Medical Center         | Dark Blue |
| 6 Highline                                | Dark Red  |
| 7 UW Medicine - Northwest Hospital        | Dark Blue |
| 8 Evergreen Medical Center                | Dark Blue |
| 9 Overlake Medical Center                 | Dark Blue |
| 10 Valley Medical Center                  | Dark Blue |
| 11 St Francis Hospital                    | Dark Blue |
| 12 Multicare Auburn Regional              | Dark Blue |
| 13 Swedish - Issaquah                     | Dark Red  |
| 14 Swedish - Edmonds                      | Dark Blue |
- Elective PCI  
■ No elective PCI

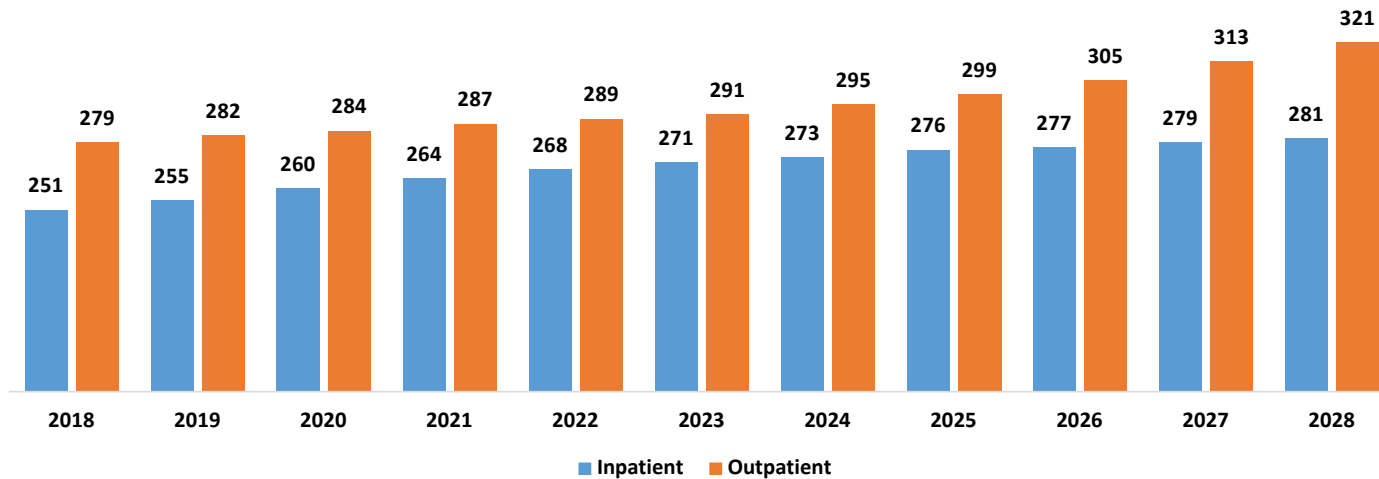


Sources: Intellimed ESRI demographics, WA CHARS IP discharge data, WA DOH

# Ten year PCI volumes expected to grow 14%



**Sg2 Forecast -- Percutaneous Coronary Intervention**  
*Washington DOH West King PCI Planning Area*  
*Des Moines/Burien and West Seattle Submarkets*





[\*Click for Patient stories\*](#)





# Questions and discussion





# Des Moines Art Commission

January 23<sup>rd</sup>, 2020



Des Moines **WA**  
The Waterland City





# Des Moines Art Commission

- Marcus Williams, Chair
- Kindle Shaw, Co-Vice Chair
- Tiffani Melake, Co-Vice Chair
- Sarah Vogel
- Nick Fannin
- Jim Fullwiler

**Pending Membership:**  
**Eduardo Mendonca**

## City Support

**Susan Cezar**, Chief Strategic  
Officer

**Katy Bevegni**, Assistant  
Harbormaster

**Ashley Young**, Events & Facilities  
Manager

Special thanks to:  
Luisa Bangs  
Shannon Kirchberg





# Vision and Mission

## Vision Statement:

*“Des Moines is recognized for its advancement of vibrant Arts and Culture.”*

## Mission Statement:

*“Establish Des Moines as a Center for the Arts.”*

# 2019 Accomplishments

- Shakespeare in the Park
- Burien Actors Theatre
- Summer Concert Series
  - Diversity of bands
  - Attendance #'s
  - New setup (stage + bar)
- Squid-a-Rama
- Commitment to the community







# 2020 Commission Goals

- Marketing Plan
  - Community artist engagement on marketing
  - Redesign Website
  - Social media presence
  - Banners/flyers
  - Logo refresh
- Diversify art in Des Moines
  - Expanding from the concert series into other art forum
  - New and diverse cultural experiences
  - New partnerships in the community





# 2020 Commission Goals

- Standardizing operational procedures for consistency, transparency and inclusivity
  - Update commission Bylaws
  - Guiding principles for partnerships/events
  - Overhaul of sponsorships and in-kind donations
  - Criteria for performing artists in the concert series
- Commitment to the community

# Questions?



Des Moines **WA**  
The Waterland City





# Midway Park Update

Susan Cezar  
Chief Strategic Officer  
January 23, 2020

# Midway Park – Pacific Ridge Neighborhood

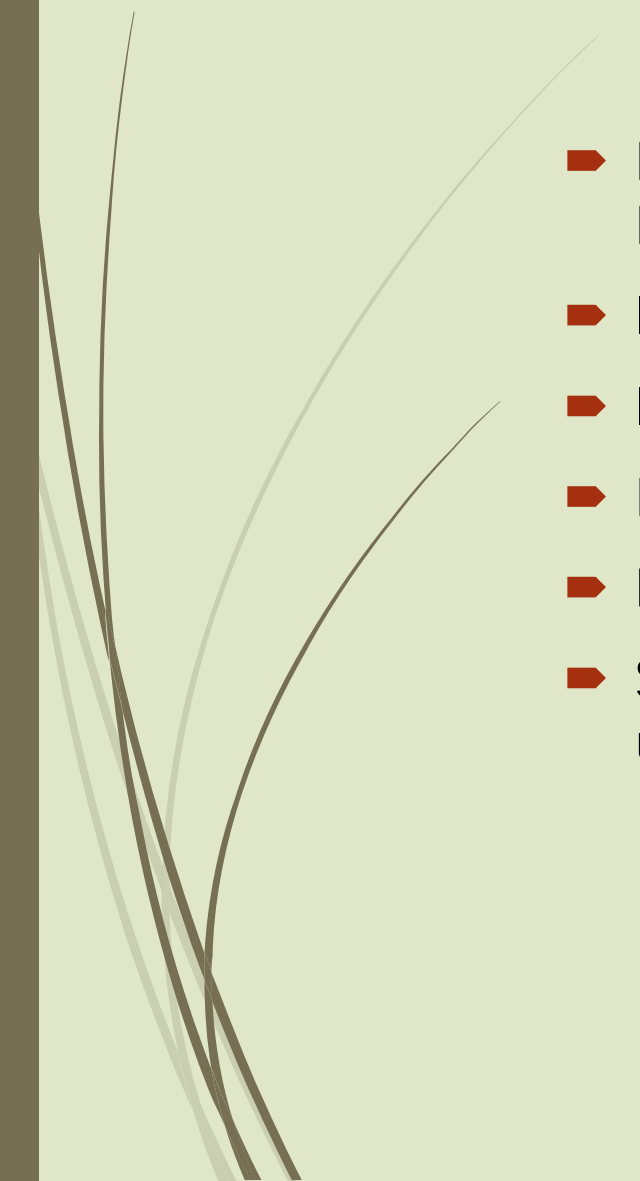
- Midway Park - only open space in the Pacific Ridge neighborhood
- Pacific Ridge neighborhood - largest deficit of parks and open space in the City
- Current programs include National Night Out, free summer meals, movies in the park
- Recent improvements: community garden expansion, Boy Scout Troop 361 storage box







# Midway Park Expansion

- ▶ Priority in City Council adopted Comprehensive Plan and PRSS Master Plan
  - ▶ Increase park area and usage
  - ▶ Increase sight lines from 28<sup>th</sup> Ave S into the Park
  - ▶ Reduce illicit activity
  - ▶ Build community
  - ▶ Serve the existing and new residents (Waterview Crossing – 326 units)
- 



# Acquisition History

- City awarded \$675,900 in 2019 to acquire two parcels adjacent to Midway Park
- From: King County Conservation Futures Tax funds (CFT) - portion of property taxes designated for purchase of open space
- No match requirement, one of the first awarded, NEW in 2019
- Acknowledgements:
  - King County Councilmember Dave Upthegrove and King County staff (Ingrid Lundin, King County Department of Natural Resources & Parks)
  - Janel Stoneback – Windermere Real Estate
  - City staff



# Purchases completed!

- ▶ May 2019 - City purchased vacant parcel at 22106 28th Ave S
- ▶ January 2020 – City completed purchase of second parcel (corner lot at 22104 28th Avenue S)
  - Current occupants will stay until October 2020
  - Council has approved demolition of the house at that time
- ▶ Intent to seek additional grant funds for two additional parcels





# Renovation of the playfield

- ▶ Agreement on the consent agenda tonight
- ▶ RAVE Foundation – charitable arm of the Seattle Sounders
- ▶ Proposed – no cost to the City
  - ▶ Rehabilitation of the existing playfield area for both soccer and basketball
  - ▶ Involve local youth in design
  - ▶ Construction Spring 2020
  - ▶ RAVE – provide soccer programming, events
  - ▶ Seattle Storm - basketball programming, events
- ▶ Introduction: Ashley Fosberg, Executive Director




Lead. Serve. Invest.





# Thank you!

- ▶ RAVE and the Seattle Storm
  - ▶ Community Partners: Reach Out Des Moines, Highline School District
- 

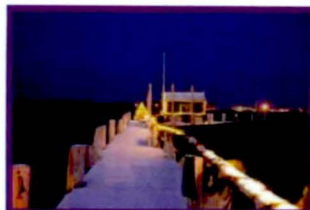
DOUG MYERS  
22211 Marine View Dr. S.  
Des Moines, WA 98198



Des Moines City Manager  
21630 11th Ave. S  
Des Moines, WA 98198-6317

What's Up Des Moines?  
MEET AND GREET  
Tuesday, January 28th  
5pm-7pm

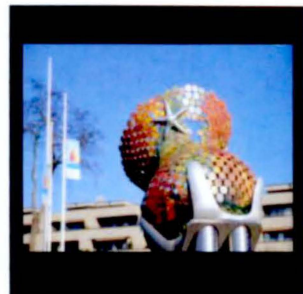
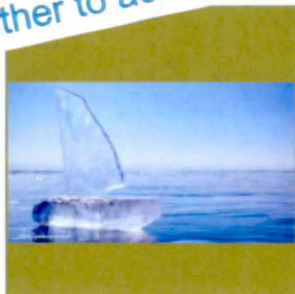




# WHAT'S UP DES MOINES?

What does success look like for each of us in 2020?  
How can we support each other to achieve that success?

Tuesday, January 28, 2020  
5:00 – 7:00 pm



Business and Community Leaders working in partnership to create a thriving place to live, work, invest and play.

*Edward Myers*

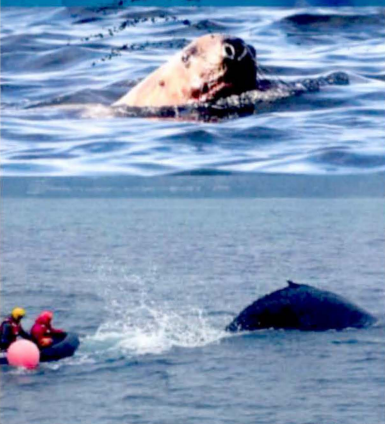
*Come and meet your business neighbors and community leaders and enjoy food and refreshments from our local businesses!*

## **MEET AND GREET LOCATION:**

Doug Myers  
22211 Marine View Drive South, Des Moines  
Ph: 206-824-3096



# THANK YOU!



NMFS Permit #19091  
NOAA Permit #18786-03

*Thanks to  
all of you for  
your support!*

SEATTLE WA 980  
12 JAN 2020 PM 7

YOU gave the gift of second chances to all of these animals last year. Entangled whales swam free again. Injured seals were cared for. People made better choices for marine life. All of this, and much more, was thanks to you!

**With deep gratitude,**  
*Casey*

Casey Mclean, Executive Director  
425.346.9798 | cmclean@sealifer3.org

**SR3**

SEALIFE RESPONSE + REHAB + RESEARCH  
2003 S 216th St, #98811  
Des Moines, WA 98198



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**JAN 21 2020**

**CITY OF DES MOINES  
CITY CLERK**

PLEASE DELIVER TO:

*Michael Matthias, City Mgr.  
21630 11th Ave S., Ste A  
Des Moines, WA 98198*





2020 City of Des Moines  
City Council Legislative Priorities

1. **Capital Budget funding for Redondo Fishing Pier related planning.** This includes planning and design work for the fishing pier, bulkhead and bathrooms. Seeking a \$600,000 appropriation from the State to help with this regional attraction.
  
2. **Port Packages: Work to pass legislation allowing for replacement of Port Packages that are in need of repair and replacement.** Approximately 10,000 Port Packages have been installed in structures in airport communities around SeaTac Airport, including Des Moines. It is estimated that several thousand of those packages need updating/replacement. Senator Keiser has introduced a bill in Senate on this and Representative Orwall has in the House.
  
3. **Gateway Project.** As part of the I-976 impacts, the Governor has put many construction projects on hold. This includes the next phase of SR-509, which the Legislature just agreed to expedite last year. Des Moines will work with the Legislature to keep SR-509 on schedule.
  
4. **Monitoring & Action on other issues as needed: Other issues as identified by City Manager.** There will be other issues that need attention/response that arise during the course of the session. The City Manager along with Legislative Advocate, City Staff and AWC will continually identify and respond if needed. Currently staff is monitoring Growth Management Act and Housing related legislation that could have local impacts in Des Moines. Others will very likely arise during course of the Legislative Session.



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**HOUSE BILL 2641**

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**State of Washington****66th Legislature****2020 Regular Session****By Representatives Fey, Valdez, Lekanoff, Doglio, Tharinger, Pollet,  
and Macri**

Read first time 01/16/20. Referred to Committee on Transportation.

1 AN ACT Relating to authorizing cities to provide passenger-only  
2 ferry service; and adding a new chapter to Title 35 RCW.

3 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

4 NEW SECTION. **Sec. 1.** (1) Any city having a boundary located on  
5 Puget Sound or Lake Washington may establish, finance, and provide  
6 passenger-only ferry service, including associated services to  
7 support and augment passenger-only ferry service operation, within  
8 its boundaries. For the purposes of this chapter, Puget Sound has the  
9 same meaning as described in RCW 36.57A.200.

10 (2) Before a city may provide passenger-only ferry service, it  
11 must develop a passenger-only ferry investment plan, which must  
12 include elements regarding operating or contracting for the operation  
13 of passenger only ferry services; the purchase, lease, or rental of  
14 ferry vessels and dock facilities for the provision of transit  
15 service; and identifying other activities necessary to implement the  
16 plan. The passenger-only ferry investment plan must also set forth  
17 terminal locations to be served, consistency with any study developed  
18 through the Puget Sound regional council for regional service,  
19 projected costs of providing services, and revenues to be generated  
20 from tolls, locally collected tax revenues, and other revenue  
21 sources. The passenger-only ferry investment plan may recommend

1 additional revenue authority that has not yet been authorized under  
2 state law.

3 (3) The passenger-only ferry investment plan must ensure that  
4 services provided under the plan are for the benefit of the residents  
5 of the city. The city may use any of its powers to carry out this  
6 purpose, unless otherwise prohibited by law. In addition, the city  
7 may enter into contracts and agreements to operate passenger-only  
8 ferry service, as well as appropriate public-private partnerships  
9 including, but not limited to, design-build, general contractor/  
10 construction management, or other alternative procurement processes  
11 substantially consistent with chapter 39.10 RCW.

12 NEW SECTION. **Sec. 2.** Section 1 of this act constitutes a new  
13 chapter in Title 35 RCW.

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