

## **AGENDA**

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

**Thursday, August 4, 2022 - 6:00 PM**

**The City of Des Moines is currently operating under a Proclamation of Emergency issued on March 5, 2020 in response to the COVID 19 Pandemic. As of June 1, 2022 Governor Inslee rescinded the Stay-at-Home order issued on March 23, 2020 and accordingly all Council meetings will be held in Council Chambers, 21630 11<sup>th</sup> Avenue S, Suite C.**

**Public Comment is encouraged and will be accepted in the following manner:**

- (1)** In writing, either by completing a [council comment form](#) or by mail; Attn: City Clerk Office, 21630 11th Avenue S., Des Moines WA 98198 no later than 4:00 p.m. day of the meeting. Please provide us with your first and last name and the city in which you live. Your full name and the subject of your public comment will be read into the record at the Council meeting. Incomplete forms will not be read into the record, however the full correspondence will be attached to the Council packet and uploaded to the website as part of the permanent record.
  
- (2)** In person at the Council meeting by signing up to speak prior to the public comment portion of the meeting.

City Council meeting can also be viewed live on Comcast Channel 21/321 or on the City's [YouTube](#) channel.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL**

**CORRESPONDENCE**

**COMMENTS FROM THE PUBLIC**

**CITY MANAGER REPORT**

- PASSENGER FERRY

## CONSENT CALENDAR

Item 1. APPROVAL OF VOUCHERS

**Motion** is to approve for payment vouchers through July 26, 2022 and the payroll transfers through July 20, 2022 in the attached list and further described as follows:

ACH/EFT Vendor Payments	#	1125 - 1161	\$	311,706.45
ACH/EFT Vendor Payments	#	7000 - 7042	\$	452,872.06
Electronic Wires	#	2000 - 2013	\$	2,338,754.99
Accounts Payable Checks	#	164110 - 164191	\$	215,345.36
Payroll Checks	#	19512 - 19520	\$	8,200.41
Payroll Direct Deposit	#	2075 - 2235	\$	431,412.66

Total Paychecks/Direct Deposits Paid: \$ 439,613.07

Total Checks and Wires for A/P and Payroll: \$3,758,291.93

[Approval of Vouchers](#)

Item 2. APPROVAL OF MINUTES

**Motion** is to approve the April 28, July 7, and July 14, 2022 Regular Council meeting minutes.

[Approval of Minutes](#)

Item 3. LODGING TAX ADVISORY COMMITTEE AND SPENDING RECOMMENDATIONS

**Motion** is to approve the recommendations as submitted by the Lodging Tax Advisory Committee for the expenditure of Lodging Tax funds.

[Lodging Tax Advisory Committee Spending Recommendations](#)

Item 4. 2022 SUMMER WATERLAND EVENTS - AGREEMENT WITH DESTINATION DES MOINES

**Motion** is to ratify and approve the Agreement with Destination Des Moines to waive the facility rental fees for holding the 2022 Summer Events and specifying the in-kind services and facilities that were provided by City.

[2022 Summer Waterland Events – Agreement with Destination Des Moines](#)

Item 5. ACCEPTANCE OF VEHICLE FROM 2021 AND 2022 WASPC MENTAL HEALTH FIELD RESPONSE TEAM GRANT

**Motion** is to approve the acceptance of a 2021 Volkswagon Tiguan SE/SEL, valued at \$30,561.11 and a 2018 Ram Pro Master, valued at

\$66,541.00, to be used by the Des Moines Police Department as needed.

[Acceptance of Vehicles from 2021 and 2022 WASPC Mental Health Field Response Team Grant](#)

- Item 6. BARNES CREEK/KENT-DES MOINES ROAD CULVERT PROJECT AGREEMENT GCB 3395, AMENDMENT NO. 1. WITH WASHINGTON STATE DEPARTMENT OF TRANSPORTATION (WSDOT)  
**Motion** is to approve Agreement GCB 3395, Amendment No.1, between the City of Des Moines and the Washington State Department of Transportation for the construction of the Barnes Creek/Kent-Des Moines Road Culvert Replacement Project in the amount of \$1,326,071.20, plus authorize a \$256,214.24 project construction contingency, and further authorize the City Manager to sign said Amendment, substantially in the form as submitted.  
[Barnes Creek/Kent-Des Moines Road Culvert Project Agreement GCB 3395, Amendment No. 1, with Washington State Department of Transportation \(WSDOT\)](#)

- Item 7. KENT-DES MOINES ROAD AND 16TH AVENUE SOUTH PIPE PROJECT: 2022-2023 CONSULTANT ON-CALL AGREEMENT FOR ENGINEERING SERVICES  
**Motion** is to approve the Task Order Assignment 2022-01 with KPG Psomas, Inc., that will provide design and permitting services for the Kent-Des Moines Road and 16th Avenue South Pipe Project in the amount of \$204,483.92, and authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted.  
[Kent-Des Moines Road and 16th Avenue South Pipe Project 2022-2023 Consultant On-Call Agreement for Engineering Services](#)

- Item 8. NORTH FORK MCSORLEY CREEK DIVERSION PROJECT - CONSTRUCTION CONTINGENCY INCREASE  
**Motion 1** is to increase the project construction contingency for the North Fork McSorley Creek Diversion Project, in the amount of \$135,000.00, bringing the total project construction contingency to \$198,000.00.  
  
**Motion 2** is to direct administration to bring forward a budget amendment to the 2022-2027 Capital Improvement Plan and the 2022 Capital Budget to include the amended North Fork McSorley Creek Diversion Project, and include such amendment in the next available budget amendment ordinance.  
[North Fork McSorley Creek Diversion Project – Construction Contingency Increase](#)

## NEW BUSINESS

- Item 1. INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

**BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS**

(4 minutes per Councilmember) - 30 minutes

**PRESIDING OFFICER'S REPORT**

**EXECUTIVE SESSION**

**NEXT MEETING DATE**

August 25, 2022 City Council Regular Meeting

**ADJOURNMENT**



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

**August 4, 2022**

**Auditing Officer Certification**

Voucher 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 **August 4, 2022** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through July 26, 2022 and payroll transfers through July 20, 2022 included in the attached list and further described as follows:

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



Beth Anne Wroe, Finance Director

	# From	# To	Amounts
<b>Claims Vouchers:</b>			
ACH/EFT Vendor Payments	1125	1161	311,706.45
ACH/EFT Vendor Payments	7000	7042	452,872.06
Electronic Wires	2000	2013	2,338,754.99
Accounts Payable Checks	164110	164191	215,345.36
<b>Total claims paid</b>			<b>3,318,678.86</b>

<b>Payroll Vouchers</b>			
Payroll Checks		19512	8,200.41
Direct Deposit	7/20/2022	2075	431,412.66
<b>Total Paychecks/Direct Deposits paid</b>			<b>439,613.07</b>
<b>Total checks and wires for A/P &amp; Payroll</b>			<b>3,758,291.93</b>

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**MINUTES**

**DES MOINES CITY COUNCIL  
REGULAR MEETING  
City Council Chambers  
VIA ZOOM**

**Thursday, April 28, 2022 - 5:00 PM**

**CALL TO ORDER**

Mayor Mahoney called the meeting to order at 5:00 p.m.

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Councilmember Pennington.

**ROLL CALL**

**Council Present:**

Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Jeremy Nutting; Councilmember JC Harris; Councilmember Gene Achziger; Councilmember Harry Steinmetz; and Councilmember Vic Pennington

**Staff Present:**

City Manager Michael Matthias; City Attorney Tim George; Executive Director of Marina Redevelopment Dan Brewer; Chief Strategic Officer Susan Cezar; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Police Chief Ken Thomas; Assistant Police Chief Mark Couey; Assistant Police Chief Patti Richards; Judge Lisa Leone; Director of Court Administrator Jennefer Johnson; Support Services Manager Melissa Patrick; Finance Director Beth Anne Wroe; Deputy Finance Director Jeff Friend; Community Development Director Denise Lathrop; Public Works Director Andrew Merges; Land Use Planner II-Economic Relief & Resource Coordinator Eric Lane; Director of Emergency Management and Workplace Safety Shannon Kirchberg; DV Advocate/Management Analyst Rochelle Sems; Director of Administrative Services-City Clerk Bonnie Wilkins; and Deputy City Clerk Taria Keane

**CORRESPONDENCE**

- There was no correspondence

**COMMENTS FROM THE PUBLIC WRITTEN COMMENT**

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- There was no written comments

### COMMENTS FROM THE PUBLIC VIA ZOOM

- Des Moines Yacht Club Commodore Todd Feider, South Sound Opening Day
- Liz Taylor, Animal Control Update
- Marnie Sevores, Animal Control Update

### CITY MANAGER REPORT

- ADMINISTRATIVE BOARD MEETING OF SCORE JAIL
- MARITIME HIGH SCHOOL
- AMERICAN RESCUE PLAN ACT UPDATE

### CONSENT CALENDAR

- Item 1: APPROVAL OF VOUCHERS  
**Motion** is to approve for payment vouchers through April 01, 2022 and payroll transfers through April 05, 2022 in the attached list and further described as follows:
- |                           |                |              |
|---------------------------|----------------|--------------|
| ACH/EFT Vendor Payments   | #786-849       | \$769,505.57 |
| Electronic Wire Transfers | #1945-1952     | \$376,653.95 |
| Accounts Payable Checks   | #163836-163886 | \$294,071.50 |
| Payroll Checks            | #19476-19479   | \$10,259.42  |
| Payroll Direct Deposit    | #1113-1264     | \$390,857.33 |
- Total Checks and Wires for A/P and Payroll: \$1,841,347.77
- Item 2: MENTAL HEALTH AWARENESS MONTH PROCLAMATION  
**Motion** is to approve the Proclamation recognizing May as Mental Health Awareness Month.
- Item 3: AFFORDABLE HOUSING WEEK PROCLAMATION  
**Motion** is to approve the Proclamation recognizing May 8-14, 2022 as Affordable Housing Week.
- Item 4: SOUTH SOUND BOATING SEASON OPENING DAY PROCLAMATION

Regular Meeting Minutes  
April 28, 2022

**Motion** is to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 14, 2022.

- Item 5: DES MOINES MUNICIPAL COURT AND FEDERAL WAY MUNICIPAL COURT INTERLOCAL AGREEMENT FOR SHARING OF PEER SUPPORT SERVICES

**Motion** is to approve the Interlocal Agreement between Des Moines Municipal Court and Federal Way Municipal Court for the purpose of sharing peer support services and authorize the City Manager to sign the Interlocal Agreement substantially in the form as submitted.

- Item 6: PORT OF SEATTLE ECONOMIC DEVELOPMENT GRANT

**Motion** is to accept the Port of Seattle Economic Development Partnership Program grant in the amount of \$66,200 and authorize the City Manager to sign the grant agreement substantially in the form as attached.

- Item 7: SETTLEMENT AGREEMENT AND RELEASE – DES MOINES LEGACY FOUNDATION

**Motion** is to approve the Settlement Agreement and Release with the Des Moines Legacy Foundation and authorize the City Manager to sign the Agreement substantially in the form as submitted.

**Direction/Action**

**Motion** made by Councilmember Nutting to approve the Consent Calendar; seconded by Councilmember Pennington.

Councilmember Harris pulled Consent Calendar Item #6.

Councilmember Achziger pulled Consent Calendar Item #7.

The remainder of the Consent Calendar passed 7-0.

Council discussed Consent Calendar Item #6.

**Motion** made by Mayor Mahoney to approve Consent Calendar Item #6 as presented; seconded by Councilmember Nutting.  
Motion passed 6-1.

**For:** Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Gene Achziger, Councilmember Jeremy Nutting, Councilmember Vic Pennington, and Councilmember Harry Steinmetz.

**Against:** Councilmember JC Harris

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Councilmember Gene Achziger recused himself from Consent Calendar Item #7.

**Motion** made by Mayor Mahoney to approve Consent Calendar Item #7 as presented; seconded by Councilmember Nutting.  
Motion passed 6-0.

Deputy Mayor Traci Buxton read the Mental Health Awareness Month Proclamation into the record.

Deputy Mayor Traci Buxton read the Affordable Housing Week Proclamation into the record.

Mayor Mahoney read the South Sound Boating Season Opening Day Proclamation into the record.

## **NEW BUSINESS**

Item 1: INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

- Councilmember Harris proposed to have the Sound Code for review Economic Development. Council Supported.

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

(4 minutes per Councilmember) - 30 minutes

### **COUNCILMEMBER VIC PENNINGTON**

- Economic Development Committee Meeting

### **COUNCILMEMBER HARRY STEINMETZ**

- Municipal Facilities Committee Meeting
- EGGstavaganza
- Vaccine Boosters

### **COUNCILMEMBER GENE ACHZIGER**

- No Report

### **COUNCILMEMBER JEREMY NUTTING**

- Economic Development Committee Meeting

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- Municipal Facility Committee Meeting

### **COUNCILMEMBER JC HARRIS**

- Port of Seattle Commission Meeting
- Sound Code
- Tour of Score Jail
- Police Advisory Board Meeting

### **DEPUTY MAYOR TRACI BUXTON**

- Consent Calendar Item #5
- Community Services Guide
- 30th Ave Block Watch
- Sound Cities Association
- Des Moines Farmers Market

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

- 30th Avenue Block Watch

### **NEXT MEETING DATE**

May 05, 2022 City Council Regular Meeting

### **ADJOURNMENT**

#### **Direction/Action**

**Motion** made by Councilmember Nutting to adjourn; seconded by Councilmember Pennington.

The motion passed 7-0.

The meeting adjourned at 6:24 p.m.

## MINUTES

### DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers

Thursday, July 7, 2022 - 6:00 PM

#### CALL TO ORDER

Mayor Mahoney called the meeting to order at 6:01 p.m.

#### PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Vic Pennington

#### ROLL CALL

##### **Council Present:**

Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Jeremy Nutting; Councilmember JC Harris; Councilmember Gene Achziger; Councilmember Harry Steinmetz; and Councilmember Vic Pennington

##### **Staff Present:**

City Manager Michael Matthias; Executive Director of Marina Redevelopment Dan Brewer; Assistant City Attorney Matt Hutchins; Chief of Staff Bonnie Wilkins; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Finance Director Beth Anne Wroe; Police Chief Ken Thomas; Assistant Police Chief Patti Richards; Community Development Director Denise Lathrop; Public Works Director Andrew Merges; and City Clerk Taria Keane

#### CORRESPONDENCE

There was no correspondence

#### WRITTEN PUBLIC COMMENTS

- Tina Nelson, Airplane noise over Des Moines WA
- Laurel Hughes, Redo the Street ROW landscaping
- Sharon Morehouse, Redondo area concerns



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## COMMENTS FROM THE PUBLIC

- Rick Johnson, Audio
- George Pettibone, Landmark on the Sound
- Sharon Morehouse, Redondo

[Public Comment](#)

## CITY MANAGER REPORT

### ~~REPORT ON 4TH OF JULY~~

City Manager Michael Matthias gave Council a Zenith Noticing Update

City Manager Michael Matthias gave Council an update on Succession Planning in the Police Department

- Councilmember Vic Pennington pinned Assistant Chief Patti Richards with her Assistant Chief's Pin

Chief Ken Thomas informed Council about the LEAD (Law Enforcement Assisted Diversion/Let Everyone Advance with Dignity) Program

- LEAD Program Co-Executive Director Lisa Daugaard gave Council a PowerPoint Presentation on the LEAD Program

City Manager Michael Matthias announced Executive Director of Marina Redevelopment Dan Brewer's 15 Years of Service. Mayor Matt Mahoney pinned him with his 15 year Pin.

## CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

**Motion** is to approve for payment vouchers through July 1, 2022 and the payroll transfers through June 20, 2022 in the attached list and further described as follows:

ACH/EFT Vendor Payments	#	1062-1124	\$1,242,401.98
Wires	#	1989-1999	\$ 419,340.86
Accounts Payable Checks	#	164077-164109	\$ 310,742.50
Payroll Checks	#	19493-19502	\$ 2,184.35
Payroll Direct Deposit	#	1743-1902	\$ 411,212.28

Total Checks and Wires for A/P and Payroll: \$2,385,881.97

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**Direction/Action**

**Motion** was made by Councilmember Jeremy Nutting to approve the Consent Calendar; seconded by Councilmember Vic Pennington.  
Motion passed 7-0.

**NEW BUSINESS**

Item 1: DRAFT ORDINANCE 22-005 - REDUCTION OF SPEED LIMIT ON PACIFIC HIGHWAY SOUTH (SR-99)  
Staff Presentation by Public Works Director Andrew Merges

Public Works Director Andrew Merges gave Council a PowerPoint Presentation regarding the Reduction of Speed Limit on Pacific Highway South (SR-99)

**Motion** made by Councilmember Jeremy Nutting to suspend Rule 26(a) in order to enact Draft Ordinance No. 22-005 of first reading; seconded by Mayor Matt Mahoney.  
Motion Failed 3-4

**For:** Mayor Matt Mahoney, Councilmember Jeremy Nutting, and Councilmember Vic Pennington

**Against:** Deputy Mayor Traci Buxton, Councilmember JC Harris, Councilmember Gene Achziger, and Councilmember Harry Steinmetz

**Motion** made by Councilmember Harry Steinmetz to passed this item to second reading at the next meeting on July 14, 2022; seconded by Councilmember JC Harris.  
Motion Passed 7-0

Item 2: CITY COUNCIL RULES UPDATE PROCESS

**Motion** made by Deputy Mayor Traci Buxton that the Council authorize a comprehensive revision of the Council Rules, including the formation of an Ad Hoc Committee of the Council for the purpose as well as the contracting of a professional consultant for the process with a timeline to have a Council meeting to have a review of a results and Council Rule review with sometime in November as a target date; seconded by Councilmember Jeremy Nutting.  
Motion Passed 6-1

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**For:** Mayor Matt Mahoney, Deputy Mayor Traci Buxton, Councilmember Jeremy Nutting, Councilmember Gene Achziger, Councilmember Harry Steinmetz, and Councilmember Vic Pennington

**Against:** Councilmember JC Harris

**Motion** made by Councilmember JC Harris to have Deputy Mayor Traci Buxton to prepare a formal proposal for the rules update process and bring it back to Council for review at the next Council meeting; seconded by Councilmember Gene Achziger.

Motion Failed 2-5

**For:** Councilmember JC Harris and Councilmember Gene Achziger

**Against:** Mayor Matt Mahoney, Deputy Mayor Traci Buxton, Councilmember Jeremy Nutting, Councilmember Harry Steinmetz, and Councilmember Vic Pennington

**Motion** made by Councilmember JC Harris that he to prepare a one page draft proposal for rule update and bring back to Council at the next Council meeting.

Motion dies for a lack of a second.

Item 3: INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

No New items were introduced for future consideration.

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

(4 minutes per Councilmember) - 30 minutes

### **COUNCILMEMBER VIC PENNINGTON**

- Public Safety/Emergency Management Committee Meeting

### **COUNCILMEMBER HARRY STEINMETZ**

- Des Moines Firework Show
- Des Moines Farmers Market
- Public Safety/Emergency Management Committee Meeting
- Summer Events

### **COUNCILMEMBER GENE ACHZIGER**

- City Website

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### **COUNCILMEMBER JEREMY NUTTING**

- Des Moines Arts Commission Summer Concert Series
- National Night Out
- Nutting Girls Lemonade Stand
- Des Moines Farmers Market

### **COUNCILMEMBER JC HARRIS**

- Living Road of Remembrance Group
- Met with Port of Seattle Commissioners
- King County Flood Control
- Council Rules

### **DEPUTY MAYOR TRACI BUXTON**

- Public Safety/Emergency Management Committee Meeting
- Summer Events

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

- Des Moines Fireworks Show
- Waterland Parade
- Washington State Little League Softball Tournament
- Council Rules

### **EXECUTIVE SESSION**

### **NEXT MEETING DATE**

July 14, 2022 City Council Regular Meeting

### **ADJOURNMENT**

#### **Direction/Action**

**Motion** made by Councilmember Jeremy Nutting to Adjourn; seconded by Councilmember Harry Steinmetz.

Motion passed 7-0.

The meeting adjourned at 7:49 p.m.

**MINUTES**

**DES MOINES CITY COUNCIL  
REGULAR MEETING  
City Council Chambers  
VIA ZOOM**

**Thursday, July 14, 2022 - 6:00 PM**

**CALL TO ORDER**

Mayor Matt Mahoney called the meeting to order at 6:01 p.m.

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Deputy Mayor Traci Buxton

**ROLL CALL**

**Council Present:**

Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember Jeremy Nutting; Councilmember JC Harris; Councilmember Gene Achziger; and Councilmember Harry Steinmetz

**Council Absent:**

Councilmember Vic Pennington

**Direction/Action**

**Motion** made by Councilmember Jeremy Nutting to excuse Councilmember Vic Pennington: seconded by Councilmember Harry Steinmetz.

Motion passed 6-0.

**Staff Present:**

City Manager Michael Matthias; City Attorney Tim George; Executive Director of Marina Redevelopment Dan Brewer; Chief of Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Finance Director Beth Anne Wroe; Deputy Finance Director Jeff Friend; Civil Engineer II Tyler Beekley; Civil Engineer I Ben Stryker; and City Clerk Taria Keane

**CORRESPONDENCE**

- There was no correspondence

Regular Meeting Minutes  
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## WRITTEN PUBLIC COMMENTS

- Jana Wattenberg, Land Use Sign/Masonic Home
- Ann Waara, Racing & Noise Ordinance

## COMMENTS FROM THE PUBLIC

- Barbara McMichael, Des Moines Masonic
- George Pettibone, Des Moines Masonic

[Public Comment](#)

## CITY MANAGER REPORT

City Manager Michael Matthias acknowledged Bastille Day

Finance Director Beth Anne Wroe gave Council a PowerPoint Presentation on a Finance Update

[Year-end 2021 Financial Update](#)

## CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

**Motion** is to approve for the payroll transfers through July 5, 2022 in the attached list and further described as follows:

Payroll Checks	# 19503 to 19511	\$ 4,342.83
Payroll Direct Deposit	# 1903 to 2074	\$ 516,235.35

Total Payroll Checks: \$520,578.18

Item 2: APPROVAL OF MINUTES

**Motion** is to approve the June 23, 2022 Regular Council meeting minutes.

Item 3: CHILDHOOD CANCER AWARENESS MONTH PROCLAMTION

**Motion** is to approve the Proclamation supporting September as Childhood Cancer Awareness Month.

Item 4: ~~MEMORANDUM OF UNDERSTANDING (MOU) WITH THE CITY OF ALGONA, KING COUNTY, AND THE PUBLIC DEFENDER ASSOCIATIONS REGARDING FORMATION OF A LAW ENFORCEMENT ASSISTED DIVERSION~~

Item 4 was pull and moved to the August 4th City Council Meeting

Regular Meeting Minutes  
July 14, 2022

- Item 5: PUBLIC HEALTH SEATTLE & KING COUNTY FEDERAL SUB-AWARD AGREEMENT FOR WOODMONT CREEK BASIN SURVEY  
**Motion** is to approve the Woodmont Creek Basin Survey Federal Sub-Award Agreement between Public Health Seattle & King County and the City of Des Moines, and authorize the City Manager to sign Agreement substantially in the form submitted.
- Item 6: SENIOR SERVICES ADVISORY COMMITTEE APPOINTMENTS  
**Motion 1** is to confirm the Mayoral appointment of ~~Nzola Pedro~~ **Pedro Nzola** to an open position on the City of Des Moines Senior Services Advisory Committee, effective immediately. ~~Nzola Pedro's~~ **Pedro Nzola's** term will expire December 31, 2023.
- Motion 2** is to confirm the Mayoral appointment of Aileen Evans to an open position on the City of Des Moines Senior Services Advisory Committee, effective immediately. Aileen Evans term will expire December 31, 2025.
- Item 7: DRAFT ORDINANCE 22-005 - REDUCTION OF SPEED LIMIT ON PACIFIC HIGHWAY SOUTH (SR-99)  
**Motion** is to pass Draft Ordinance No. 22-005 modifying DMMC section 10.20.020 revising the speed limit on SR-99 (Pacific Highway South) located in the City of Des Moines.

**Direction/Action**

**Motion** was made by Councilmember Jeremy Nutting to approve the Consent Calendar; seconded by Deputy Mayor Traci Buxton. Motion passed 6-0.

Mayor Matt Mahoney read the Childhood Cancer Awareness Proclamation into the record.

**NEW BUSINESS**

- Item 1: INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes
- Councilmember JC Harris proposed that the the city to do the research necessary to execute a Sales Tax by Zone Report.  
Support of Council.

**BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS**

Regular Meeting Minutes  
July 14, 2022

(4 minutes per Councilmember) - 30 minutes

**COUNCILMEMBER HARRY STEINMETZ**

- No Report

**COUNCILMEMBER GENE ACHZIGER**

- No Report

**COUNCILMEMBER JEREMY NUTTING**

- New Business in the City of Des Moines
- Des Moines Farmers Market
- Summer Concert Series

**COUNCILMEMBER JC HARRIS**

- Public Comments
- Des Moines Business Park Phase 4

**DEPUTY MAYOR TRACI BUXTON**

- Senior Services Advisory Committee Meeting
- Public Issues Committee Meeting
- 988 Suicide Hotline
- Deputy Mayors Meeting
- Des Moines Park Run
- Port Commission Meeting

**PRESIDING OFFICER'S REPORT**

- Washington State Little League Tournament
- Port Commission Meeting
- 63rd Waterland Weekend

**EXECUTIVE SESSION**

**NEXT MEETING DATE**

August 04, 2022 City Council Regular Meeting

**ADJOURNMENT**

**Direction/Action**



Regular Meeting Minutes  
July 14, 2022

**Motion** made by Councilmember Jeremy Nutting to Adjourn; seconded by Councilmember Harry Steinmetz.  
Motion passed 6-0.

The meeting adjourned at 7:07 p.m.

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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: Lodging Tax Advisory Committee  
Spending Recommendations

FOR AGENDA OF: August 4, 2022

DEPT. OF ORIGIN: Legal

ATTACHMENTS:

DATE SUBMITTED: July 28, 2022

- 1. Applications for Des Moines Lodging Tax Funds

CLEARANCES:

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

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

- Legal /s/ TG
- Finance *Bethanne White*
- Courts \_\_\_\_
- Police \_\_\_\_

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

**Purpose and Recommendation**

The purpose of this agenda item is for the City Council to consider and approve the Lodging Tax Advisory Committee’s (LTAC) recommendations for expenditures of Lodging Tax funds collected by the City. The following motion will appear on the Consent Calendar:

**Suggested Motion**

**Motion 1:** “I move to approve the recommendations as submitted by the Lodging Tax Advisory Committee for the expenditure of Lodging Tax funds.”

### **Background**

The City charges a 1% special excise tax on the sale of or charge made for overnight lodging stays. The Des Moines Lodging Tax Advisory Committee is responsible for reviewing applications for lodging tax funds and making recommendations to the City Council regarding the distribution of those funds.

Lodging taxes are only eligible to be used for limited purposes pursuant to state law. Revised Code of Washington (RCW) 67.28.1815 limits the use of lodging tax funds as follows:

[A]ll revenue from taxes imposed under this chapter shall be credited to a special fund in the treasury of the municipality imposing such tax and used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facilities, or operation of tourism-related facilities.

Only the following entities are eligible to apply for direct lodging tax funding:

1. Cities, towns, and counties of Washington State;
2. Convention and Visitors Bureaus;
3. Public Facilities Districts; and
4. Non-Profits organized as either a 501(c)(3) or 501(c)(6).

Requests to use lodging tax funds – including requests by the City itself – are submitted to the City. The lodging tax advisory committee reviews the applications for funding and then forwards a list of their recommendations to the City Council for final action. As part of the application process, a requestor must provide to the City estimates on how the lodging tax funds will result in an increase in the number of people traveling for businesses or pleasure on a trip.

After a recommendation is made by the Committee, the City Council can either:

1. Agree and fund the request.
2. Seek a modified funding amount, this requires notice to the Committee and a chance to respond.
3. Deny the funding request.

The Council cannot award funds to a request that is not recommended for funding by the Committee.

### **Discussion**

The City currently has approximately \$150,000 in unspent lodging tax funds. Three applications for funding were recently received and are summarized below:

1. Application from the City of Des Moines for reimbursement of expenses to host the 4<sup>th</sup> of July Fireworks Show. Total application request = \$28,000.
2. Application from Seattle Southside Regional Tourism Authority for creation of a digital discount and incentive app. Total application request = \$12,500.
3. Application from Seattle Southside Regional Tourism Authority for digital marketing of the Des Moines Fast Ferry. Total application request = \$15,500.

The Lodging Tax Committee reviewed and discussed these applications at their meeting in July and unanimously approved the three applications to be fully funded. This amounts to a total of \$56,000 in funding.

At this time, the Committees recommendation is being forwarded to the City Council for review and approval.

The applications for lodging tax funds are attached as required by state law.

**Alternatives**

The City Council could elect to spend the Lodging Taxes in a different manner. If the funds are not spent in the exact manner that is recommended by the Lodging Tax Advisory Committee, there are specific conditions that must be met prior to expenditure, including allowing 45 days for the Committee to review the Council's recommendations and to respond.

**Financial Impact**

The expenditure of these funds is limited by state law. There is no negative financial impact from spending them as they cannot be used for general funds purposes.

**Recommendation**

Approve the motion as written.

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## Application for Des Moines Lodging Tax Funds


**Amount of Lodging Tax Requested \$28,000**

Organization/Agency Name:		City of Des Moines	
Federal Tax ID Number:		91-6016496	
Event or Activity Name (if applicable):		Fireworks of Des Moines	
Contact Name and Title:		Ashley Young	
Mailing Address: 22307 Dock Street South	City: Des Moines	State: WA	Zip: 98198
Phone: 206-870-9370	Email Address: ayoung@desmoineswa.gov		
<input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Agency			

### CERTIFICATION

I am an authorized agent of the organization/agency applying for funding. I understand that:

- I am proposing a tourism-related service. If awarded, my organization intends to enter into a Municipal Services Contract with the City.
- The City of Des Moines will only reimburse those costs actually incurred by my organization/agency and only after the service is rendered, paid for if provided by a third party, and a signed Request for Reimbursement form (or other form acceptable to the City) has been submitted to the City, including copies of invoices and payment documentation.
- Funds must be expended within the calendar year.
- Reporting requirements meeting state guidelines outlined in this application must be submitted with final request for reimbursement.

Signature: /s/ Ashley Young 	Date: 7/20/2022
--	--------------------

## Application Overview

**Provide us with an overview of your request:**

**Attach:**

1. Description and itemized budget showing how you intend to use the amount requested from the City of Des Moines (income and expenses).
2. If your agency is a non-profit a copy of your agency's current non-profit corporate registration with the Washington Secretary of State.
3. A copy of your organization's business plan (please limit to not more than two pages) and annual budget.
4. Brochures or other information about your event/activity/facility, in particular items showing recent tourism promotion efforts. (Optional)

This proposal and all documents filed with the City are public records. The City may choose to post on its website copies of the proposals and attached documents.

**Tell us who you expect to attract:**

**The State of Washington requires an estimate for the following questions below:**

As a direct result of your proposed tourism-related service, provide an estimate of:		What method was used to determine attendance in previous years?
<b>a. Overall Attendance</b> Enter the total number of people predicted to attend this activity, and select the method used to determine the attendance.	Predicted: 8,000	<input checked="" type="checkbox"/> Direct Count <input type="checkbox"/> Indirect Count <input type="checkbox"/> Representative Survey <input type="checkbox"/> Informal Survey <input checked="" type="checkbox"/> Structured Estimate
<b>b. Attendance, 50+ Miles</b> Enter the number of people who traveled greater than 50 miles predicted to attend this activity, and select the method used to determine the attendance.	Predicted: 500	<input type="checkbox"/> Direct Count <input type="checkbox"/> Indirect Count <input type="checkbox"/> Representative Survey <input type="checkbox"/> Informal Survey <input checked="" type="checkbox"/> Structured Estimate
<b>c. Attendance, Out of State, Out of Country</b> Enter the number of people from outside the state and country predicted to attend this activity, and select the method used to determine the attendance.	Predicted: 100	<input type="checkbox"/> Direct Count <input type="checkbox"/> Indirect Count <input type="checkbox"/> Representative Survey <input type="checkbox"/> Informal Survey <input checked="" type="checkbox"/> Structured Estimate
<b>d. Attendance, Paid for Overnight Lodging</b> Enter the number of predicted to attend this activity and pay for overnight lodging, and select the method used to determine the attendance.	Predicted: 100	<input type="checkbox"/> Direct Count <input type="checkbox"/> Indirect Count <input type="checkbox"/> Representative Survey <input type="checkbox"/> Informal Survey <input checked="" type="checkbox"/> Structured Estimate
<b>e. Attendance, Did Not Pay for Overnight Lodging</b> Enter the number of predicted to attend this activity without paying for overnight lodging, and select the method used to determine the attendance.	Predicted: 7,900	<input type="checkbox"/> Direct Count <input type="checkbox"/> Indirect Count <input type="checkbox"/> Representative Survey <input type="checkbox"/> Informal Survey <input checked="" type="checkbox"/> Structured Estimate



## **Methods**

**Direct Count:** Actual count of visitors using methods such as paid admissions or registrations, clicker counts at entry points, vehicle counts or number of chairs filled. A direct count may also include information collected directly from businesses, such as hotels, restaurants or tour guides, likely to be affected by an event.

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**Structured Estimate:** Estimate produced by computing known information related to the event or location. For example, one jurisdiction estimated attendance by dividing the square footage of the event area by the international building code allowance for persons (3 square feet).

**Actual data will be required with your final reimbursement.**

## **Application Submittal**

**Submit a PDF or one original signed copy to:**

City of Des Moines Lodging Tax Advisory Committee  
c/o Bonnie Wilkins  
21630 11<sup>th</sup> Ave S.,  
Des Moines, WA 98198  
Email: [BWilkins@desmoineswa.gov](mailto:BWilkins@desmoineswa.gov)

**You must complete and sign the cover sheet with this packet**

- ⇒ **You may use the Supplemental Form or type the questions and answers on separate sheets of paper.**
- ⇒ **Please number each page in your packet, except for the optional brochures/information.**

## General Information

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The City's Lodging Tax Fund is the primary source of City funding for activities, operations, and expenditures designed to increase tourism. In any given year, the City may maintain a reserve in the Fund, and will assess on an annual basis how much of the fund to appropriate in a given year.

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- Have a demonstrated potential or high potential from the Committee's perspective to result in overnight stays by tourists in lodging establishments within the City of Des Moines.
- Promote Des Moines and/or events, activities, and places in the City to potential tourists from outside King County.
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- Have a demonstrated history or success in Des Moines, or are proposed by a group with a demonstrated history or high potential of success with similar activities.
- Minimize duplication of services where appropriate and encourage cooperative marketing and/or includes an element of cooperation or partnership.
- Provide, maintain, operate or enhance City-owned tourism facilities or infrastructure.

---

### State Law Excerpts

#### **RCW 67.28.1816 – Use of Lodging Tax Fund.**

Lodging tax revenue under this chapter may be used, directly by any municipality or indirectly through a convention and visitors bureau or destination marketing organization for:

- a. Tourism marketing;
- b. The marketing and operations of special events and festivals designed to attract tourists;
- c. Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters 35.57 and 36.100 RCW; or
- d. Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) or the internal revenue code of 1986, as amended.

#### **RCW 67.28.080 – Definitions.**

- "Municipality" means any county, city or town of the state of Washington.

- "Operation" includes, but is not limited to, operation, management, and marketing.
- "Person" means the federal government or any agency thereof, the state or any agency, subdivision, taxing district or municipal corporation thereof other than county, city or town, any private corporation, partnership, association, or individual.
- "Tourism" means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.
- "Tourism promotion" means activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding marketing of special events and festivals designed to attract tourists.
- "Tourism-related facility" means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor, and used to support tourism, performing arts, or to accommodate tourist activities.
- "Tourist" means a person who travels from a place of residence to a different town, city, county, state, or country, for purposes of business, pleasure, recreation, education, arts, heritage, or culture.

CDM Fireworks Over Des Moines Vendors and Cost

Estimated attendance: Up to 12,000

Actual Attendance 6,848 (1 counter still missing)

Staff	Vendor	Item	Quantity	Est. Price	Drop Off/Start Date	Drop Off/Start Time	Pick Up/End Date	Pick Up/End Time	Contract Signed?	Final Price	
			9 Regular 3 ADA								
Ashley	Honey Bucket	Porta Potty	hand sanitizer	\$2,666.52	1-Jul	8AM- 5PM	5-Jul	8AM- 5PM	Yes	\$2,876.60	
Ashley	Emerald City Statewide	Construction Fence	585 Feet	\$1,662.51	3-Jul	10:00 PM	5-Jul	11:00 AM	Yes	\$1,695.54	
		Dumpster	1								
		96 Gallon Recycle	10								
Ashley	Recology	96 Gallon Trash	22	\$0.00	4-Jul	8AM- 5PM	5-Jul	8AM- 5PM	Yes	\$0.00	
		10 x 10 tent	10								
		70 qt coolers	8								
Ashley	Alexendar Party Rentals	Delivery/Pickup	1	\$1,417.19	1-Jul	8AM- 5PM (4) 4:30 PM	5-Jul	8AM- 5PM	Yes	\$1,457.88	
Patti	Seattles Finest	Security	8-16	\$5,000.00	4-Jul	(4) 8:00 PM		12:00 AM	No		
Katy	Petes Towing	Towing Standby	1	\$0.00	4-Jul	5:30 PM		11:30 PM	N/A	\$0.00	
		21 Staff									
Ashley	Allied Universal	Staffing	3 Supervisor 12 No's 6 Checkpoint	\$14,978.50	4-Jul	12:00 PM	4-Jul	12:00 AM	Yes		
		100 Parking									
Ashley	Print Place	Signs and Passes			27-Jul		N/A	N/A	N/A	\$257.63	
Ashley	Walmart	Food and Beverage		\$331.03		Varies				\$331.03	
Ashley	Arturos	Food and Beverage		\$233.85	4-Jul					\$233.85	
Ashley	Red Robbin	Food and Beverage		\$230.47	4-Jul					\$230.47	
Scott	Cash and Carry	Food and Beverage		\$146.00						\$146.00	
	Amazon	People Counters		\$14.19						\$14.19	
				<b>Estimated Cost</b>	<b>\$26,680.26</b>					<b>Final Cost</b>	<b>\$27,221.69</b>

Contribute to support independent Become a supporter

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PressPatron



f SEARCH



HOME EVENTS CRIME POLITICS BUSINESS JOBS WEATHER

ADVERTISE ABOUT ▾



**We all agree that Des Moines is a great place to live, work, invest and play.**

We also recognize that the key to creating a thriving community is through community leaders and business leaders working in partnership...

[CLICK HERE FOR MORE INFO](#)

« All Events

This event has passed.

## ‘Fireworks over Des Moines’ 4th of July Fireworks Sho

July 4 @ 10:30 pm - 11:00 pm

English

**Fireworks over Des Moines, the 4th of July Fireworks Show, will start at 10:30 p.m. over the Des Moines Pier.**

Due to construction the event on the marina floor will be a little smaller, but the fireworks will be as big as ever.

There will be NO PARKING at the North Marina parking lot and attendance will be limited. But there will still be live music, food trucks, and a beer/wine garden for you to enjoy.

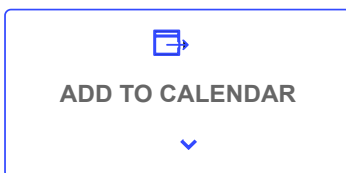
Please note the following Rules for the Event:

- All bags, purses, strollers, coolers, etc will be checked at all points of entry to the marina by professional staff.

Please respect the following NO's:

- No personal Fireworks
- No personal BBQ's
- No bicycles, skateboards, or recreational wheels with the exception of ADA medical wheels
- No alcohol or drugs. It is illegal to smoke cannabis in public and therefore not allowed at the event.
- No pets ~ please leave your furry friends safely at home

Absolutely bring your family, friends, lawn chairs, blankets, sunscreen, WATER, and smiling faces for a fun day in the sun!



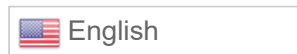
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**DETAILS**

Date:

**ORGANIZER**

Destination Des Moines



Date:

July 4

Destination Des Moines

[View Organizer Website](#)

Time:

10:30 pm - 11:00 pm

Website:

<https://www.facebook.com/events/1211759456295878>

---

## VENUE

Des Moines Pier

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Des Moines Waterfront Farmers Market

Free storytelling workshop at Highline Heritage Museum

 The B-Town (Burien) Blog

SAVE THE DATE: Poverty Bay Blues & Brews returning to Des Moines Saturday, Aug. 27

PHOTOS: Very large elephant seal visits Burien's Three Tree Point

REMINDER: Burien District Roundtable online meeting on crime is Wednesday night

Burien City Council discusses distribution of ARPA funds, revised parking regulations at Monday night's meeting

'7 Stories' will focus on theme of Coming to/Adjusting to America this Friday, July 22

 I Love Kent

SAVE THE DATE: Poverty Bay Blues & Brews returning Saturday, Aug. 27

Kent Sunrise Rotary's Fill the Bus School Supply Drive will be Thursday

 English





### Want a 4th of July Fireworks Show over Des Moines this year? Please donate if you can

Jun 7, 2022 | Business, Des Moines, Events, Featured Post, Fundraiser, Fundraising, News, Non-profit



**After a two-year absence, the 2022 Fireworks Over Des Moines Show is scheduled to be one of the BEST shows produced in the City of Des Moines.**

Destination Des Moines (DDM) – a non profit organization that produces and pays for the show – depends on the financial support of sponsors and individual DDM members to help pay for this great 4th of July show.

Their goal is raise a minimum of \$20,000 from 40 business owners, community organizations and community members to continue this great event.

**NOTE: Because DDM is = a 501c6, donations are not tax deductible, but sponsorships can be counted as a business marketing and advertising expense.**

#### How to donate and get to be in the Des Moines Top 40

Donate a minimum of \$250+ towards the Fireworks Over Des Moines! As a Top 40 contributor you will receive recognition on their Facebook and Instagram pages and DDM Website.

A sponsorship of \$500+ also includes recognition on their banners.

To contribute, please contact Tony Hettler at **206-650-6730** to make a payment.

English

SEARCH THE WATER

SUPPORT OUR SPONSORS



English



Or mail to:

**Destination Des Moines**  
22506 Marine View Dr S, #301  
Des Moines Wa 98198

DDM Sponsorship Package levels:

- Platinum \$2500+
- Gold \$1500
- Silver \$1,000
- Bronze \$500

Contact Tony Hettler at 206-650-6730 or [tonyh@johnlscott.com](mailto:tonyh@johnlscott.com) for more information.

"Thank You for your Support and Contributions!"



## Des Moines Top 40

After a 2 year absence, This year's *Fireworks Over Des Moines* Show is scheduled to be one of the **BEST** shows produced in the City of Des Moines. **Destination Des Moines**, a non profit organization that produces and pays for the show, depends on the financial support of sponsors and individual DDM members to help pay for for the Fireworks Over Des Moines. Our goal is raise a minimum of **\$20,000** from 40 business owners, community organizations and community members to continue this great event.

How to do you get to be in the **Des Moines Top 40**? Donate a minimum of **\$250+** towards the Fireworks Over Des Moines! As a Top 40 contributor you will receive recognition on our Facebook and Instagram pages and DDM Website. A Sponsorship of \$500+ also includes recognition on our Banners.

To Contribute Contact Tony Hettler at 206-650-6730 to make payment

Or Mail to

Destination Des Moines 22506 Marine View Dr S, #301 Des Moines Wa 98198

DDM Sponsorship Package levels:

(Platinum \$2500+ - Gold \$1500 - Silver \$1,000 - and Bronze \$500 )

Contact Tony Hettler at 206-650-6730 or [tonyh@johnlscott.com](mailto:tonyh@johnlscott.com) for more information

Thank You for your Support and Contributions



**Baseball at THE FRYER**  
Frydays & Saturdays June 4th – July 31st

SHARE: [f](#) [t](#) [p](#) [in](#) [✉](#) [🖨](#)

JUL 7:00 pm - 8:30 pm  
**20 See King Youngblood for free at Des Moines' Summer Concert Series**

JUL 4:30 pm - 6:30 pm  
**22 Destination Des Moines 'Smoke on the Water' BBQ will be Friday, July 22**

JUL 7:00 pm - 10:30 pm  
**22 Randy Hansen will play Hendrix at Waterland Festival Friday night, July 22**

JUL July 23 - July 24  
**23 Des Moines Waterland Festival & Parade will be weekend of July 23-24**

JUL 10:00 am - 2:00 pm  
**23 Des Moines Waterfront Farmers Market**

JUL 7:00 pm - 8:30 pm  
**27 See Yak Attack for free at Des Moines' Summer Concert Series**

JUL 10:00 am - 2:00 pm  
**30 Des Moines Waterfront Farmers Market**

AUG 7:00 pm - 8:30 pm  
**3 See Breaks and Swells for free at Des Moines' Summer Concert Series**

AUG 11:00 am - 5:00 pm  
**10 New Des Moines passenger ferry service will launch Wednesday, Aug. 10**

AUG 7:00 pm - 8:30 pm  
**10 See Massy Ferguson for free at Des**

English

## Application for Des Moines Lodging Tax Funds


**Amount of Lodging Tax Requested: \$12,500.00**

Organization/Agency Name: Seattle Southside Regional Tourism Authority			
Federal Tax ID Number: 47-3031480			
Event or Activity Name (if applicable): Des Moines Merchant Promotion App			
Contact Name and Title: Mark Everton			
Mailing Address: 3100 S 176 <sup>th</sup> Street, Suite 200	City: SeaTac	State: WA	Zip: 98188
Phone: 206-406-1575	Email Address: mark@seattlesouthside.com		
<input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Agency			

### CERTIFICATION

I am an authorized agent of the organization/agency applying for funding. I understand that:

- I am proposing a tourism-related service. If awarded, my organization intends to enter into a Municipal Services Contract with the City.
- The City of Des Moines will only reimburse those costs actually incurred by my organization/agency and only after the service is rendered, paid for if provided by a third party, and a signed Request for Reimbursement form (or other form acceptable to the City) has been submitted to the City, including copies of invoices and payment documentation.
- Funds must be expended within the calendar year.
- Reporting requirements meeting state guidelines outlined in this application must be submitted with final request for reimbursement.

Signature: 	Date: June 6, 2022 / Revised 7/14/22
---	---

## Application Overview

Provide us with an overview of your request:

This proposal is to create a digital discount and incentive app for Des Moines Brick and Mortar businesses that would be promoted and distributed via the Des Moines Farmers Market and at other Des Moines community events (i.e. Holiday Craft Faire, Squid-A-Rama, Holiday Lighting). *This idea came from the popularity of the coupons placed in the 'opening day bags' distributed at the opening of the Farmers Market.*

The Saturday Farmers Market draws shoppers from Tukwila, SeaTac, Kent and Normandy Park. Many of these people bypass 'downtown' Des Moines on their way to/from the farmer's market. This program is intended to generate economic benefit for the Des Moines merchants by leveraging the popularity of the farmer's market.

Visitors to the Saturday Farmer's Market ( and other Des Moines events) will click on a QR code displayed throughout the farmers market (or any other Des Moines community event). The visitors will then have a virtual Des Moines shopping and dining guide on their phone. Des Moines merchants can easily edit, change or update their discounts or offerings at any time.

The visitors that install the app can be communicated with when they are in Des Moines to encourage them to patronize Des Moines merchants. There is an opportunity to continue to communicate with the visitors when they are not in Des Moines via digital marketing targeted to them via the app and their 'signing up' to receive additional offers. The success of the program can be tracked through the app and the digital redemptions.

The RTA licenses the app technology and has capacity to offer the technology to Des Moines at no cost. The app is currently in use in hundreds of destinations throughout the country to manage beer and wine trails, dining trails and special offers and discounts. The RTA currently uses the technology to manage the RTA's 'Scenes Program'. <https://www.seattlesouthside.com/scenes/>

### Budget:

\$2,500 for the Seattle Southside Chamber to deploy their Chamber Ambassadors to walk into each Des Moines merchant to explain the opportunity and to encourage them to participate.

\$5,000 for the design and production graphics (signs to be used at the farmers market and other events, door clings and in-store signage for participating merchants)

\$5,000 for geo specific digital marketing throughout the region to encourage utilization of the app and to frequent Des Moines.

### Attach:

1. Description and itemized budget showing how you intend to use the amount requested from the City of Des Moines (income and expenses).
2. If your agency is a non-profit a copy of your agency's current non-profit corporate registration with the Washington Secretary of State.
3. A copy of your organization's business plan (please limit to not more than two pages) and annual budget.
4. Brochures or other information about your event/activity/facility, in particular items showing recent tourism promotion efforts. (Optional)

This proposal and all documents filed with the City are public records. The City may choose to post on its website copies of the proposals and attached documents.

Tell us who you expect to attract:

The State of Washington requires an estimate for the following questions below:

As a direct result of your proposed tourism-related service, provide an estimate of:		What method was used to determine attendance in previous years?
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- Provide, maintain, operate or enhance City-owned tourism facilities or infrastructure.

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## State Law Excerpts

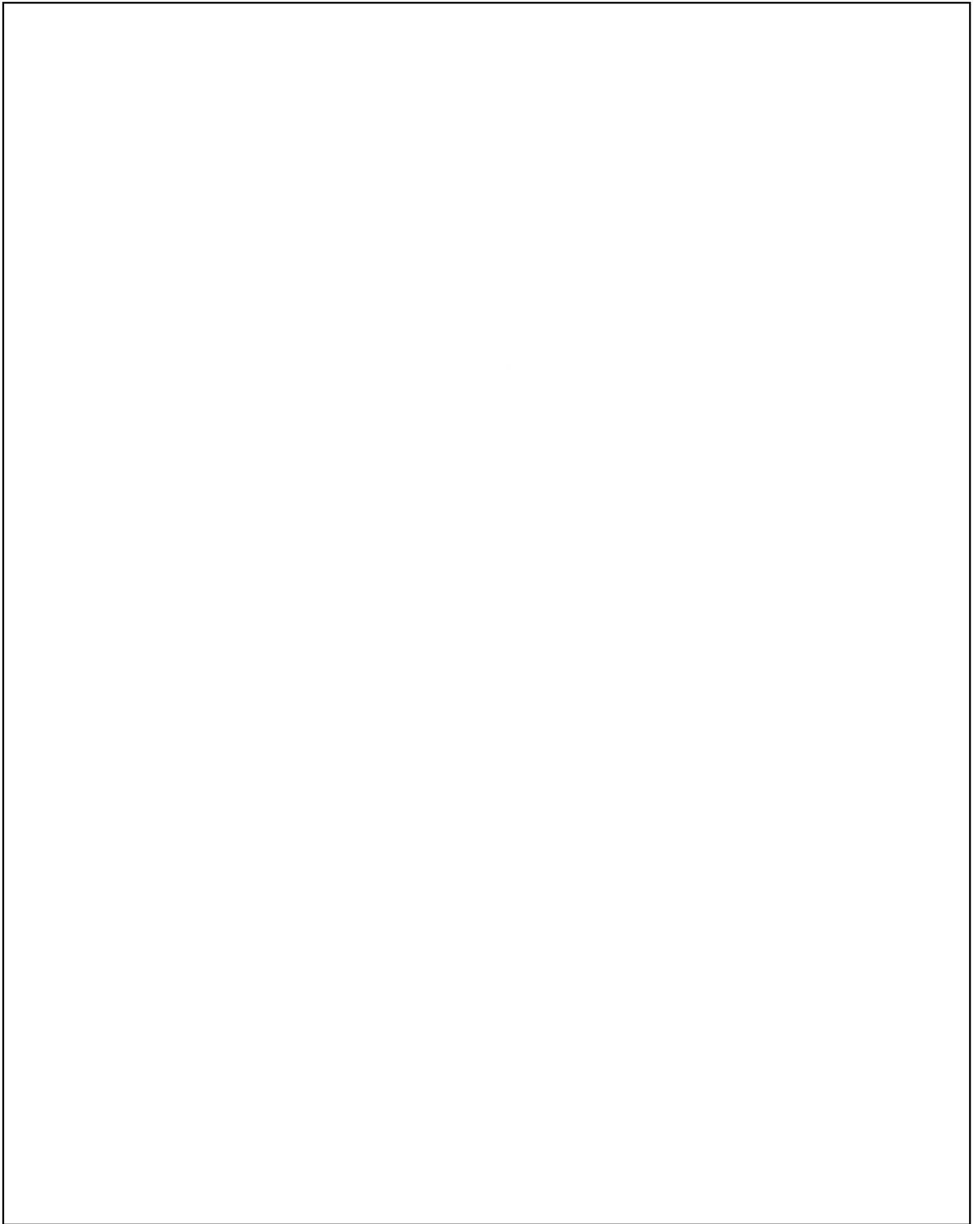
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- Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters 35.57 and 36.100 RCW; or
- Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) or the internal revenue code of 1986, as amended.

### RCW 67.28.080 – Definitions.

- "Municipality" means any county, city or town of the state of Washington.
- "Operation" includes, but is not limited to, operation, management, and marketing.
- "Person" means the federal government or any agency thereof, the state or any agency, subdivision, taxing district or municipal corporation thereof other than county, city or town, any private corporation, partnership, association, or individual.
- "Tourism" means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.
- "Tourism promotion" means activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding marketing of special events and festivals designed to attract tourists.
- "Tourism-related facility" means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor, and used to support tourism, performing arts, or to accommodate tourist activities.
- "Tourist" means a person who travels from a place of residence to a different town, city, county, state, or country, for purposes of business, pleasure, recreation, education, arts, heritage, or culture.



## Application for Des Moines Lodging Tax Funds


**Amount of Lodging Tax Requested: \$15,500.00**

Organization/Agency Name: Seattle Southside Regional Tourism Authority			
Federal Tax ID Number: 47-3031480			
Event or Activity Name (if applicable): Des Moines / Seattle Ferry/Water Taxi Promotion			
Contact Name and Title: Mark Everton			
Mailing Address: 3100 S 176 <sup>th</sup> Street, Suite 200	City: SeaTac	State: WA	Zip: 98188
Phone: 206-406-1575	Email Address: mark@seattlesouthside.com		
<input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit <input checked="" type="checkbox"/> Public Agency			

### CERTIFICATION

I am an authorized agent of the organization/agency applying for funding. I understand that:

- I am proposing a tourism-related service. If awarded, my organization intends to enter into a Municipal Services Contract with the City.
- The City of Des Moines will only reimburse those costs actually incurred by my organization/agency and only after the service is rendered, paid for if provided by a third party, and a signed Request for Reimbursement form (or other form acceptable to the City) has been submitted to the City, including copies of invoices and payment documentation.
- Funds must be expended within the calendar year.
- Reporting requirements meeting state guidelines outlined in this application must be submitted with final request for reimbursement.

Signature:  Mark Everton for SSRTA	Date: July 14, 2022, Revised July 28, 2022
---	---



## Application Overview

**Provide us with an overview of your request:**

**Attach:**

1. Description and itemized budget showing how you intend to use the amount requested from the City of Des Moines (income and expenses).
2. If your agency is a non-profit a copy of your agency's current non-profit corporate registration with the Washington Secretary of State.
3. A copy of your organization's business plan (please limit to not more than two pages) and annual budget.
4. Brochures or other information about your event/activity/facility, in particular items showing recent tourism promotion efforts. (Optional)

This proposal and all documents filed with the City are public records. The City may choose to post on its website copies of the proposals and attached documents.

**Tell us who you expect to attract:**

The target audience is residents and visitors throughout South King County and Northwest Pierce County. The proposal is to market the Des Moines Fast Ferry to those residents and visitors. The experience would include taking the Des Moines Fast Ferry from the DM Marina to Pier 66 in Seattle and a return

With fuel prices skyrocketing, summer construction along I-5 and the cost and confusion around parking in Seattle, taking a leisurely boat ride between Des Moines and Seattle. The target audience is people that want to spend an afternoon exploring the sound and shore between Des Moines and Seattle. The primary focus will be families, couples and retired people that have the late morning/afternoon free.

**The plan is to:**

- a) Increase awareness of the Des Moines Fast Ferry to the region.
- b) Market a low cost and convenient opportunity for people experience Des Moines, the marina and the proximity to Seattle via the water.
- c) Introduce people to Des Moines and all that it has to offer.

**Budget:**

Design and production of collateral that can be printed or distributed digitally \$3,500

Marketing: Targeted digital marketing geo-focused on residents and visitors in South King County (Normandy Park, Fife, Federal Way, Auburn Kent, SeaTac Tukwila, Burien, Renton) and parts of Pierce County (Tacoma, Puyallup, Lakewood) Estimate \$12,000

Total budget estimate: \$3,500 + 12,000 = \$15,500.00

The State of Washington requires an estimate for the following questions below:

As a direct result of your proposed tourism-related service, provide an estimate of:		What method was used to determine attendance in previous years?
<b>a. Overall Attendance</b> Enter the total number of people predicted to attend this activity, and select the method used to determine the attendance.	Predicted: 1500	<input type="checkbox"/> Direct Count <input type="checkbox"/> Indirect Count <input type="checkbox"/> Representative Survey <input type="checkbox"/> Informal Survey <input checked="" type="checkbox"/> Structured Estimate
<b>b. Attendance, 50+ Miles</b> Enter the number of people who traveled greater than 50 miles predicted to attend this activity, and select the method used to determine the attendance.	Predicted: -0-	<input type="checkbox"/> Direct Count <input type="checkbox"/> Indirect Count <input type="checkbox"/> Representative Survey <input type="checkbox"/> Informal Survey <input type="checkbox"/> Structured Estimate
<b>c. Attendance, Out of State, Out of Country</b> Enter the number of people from outside the state and country predicted to attend this activity, and select the method used to determine the attendance.	Predicted: -0-	<input type="checkbox"/> Direct Count <input type="checkbox"/> Indirect Count <input type="checkbox"/> Representative Survey <input type="checkbox"/> Informal Survey <input type="checkbox"/> Structured Estimate
<b>d. Attendance, Paid for Overnight Lodging</b> Enter the number of predicted to attend this activity and pay for overnight lodging, and select the method used to determine the attendance.	Predicted: -0-	<input type="checkbox"/> Direct Count <input type="checkbox"/> Indirect Count <input type="checkbox"/> Representative Survey <input type="checkbox"/> Informal Survey <input type="checkbox"/> Structured Estimate
<b>e. Attendance, Did Not Pay for Overnight Lodging</b> Enter the number of predicted to attend this activity without paying for overnight lodging, and select the method used to determine the attendance.	Predicted: 1,500	<input type="checkbox"/> Direct Count <input type="checkbox"/> Indirect Count <input type="checkbox"/> Representative Survey <input type="checkbox"/> Informal Survey <input type="checkbox"/> Structured Estimate

### Methods

Direct Count: Actual count of visitors using methods such as paid admissions or registrations, clicker counts at entry points, vehicle counts, or number of chairs filled. A direct count may also include information collected directly from businesses, such as hotels, restaurants or tour guides, likely to be affected by an event.

Indirect Count: Estimate based on information related to the number of visitors such as raffle tickets sold, redeemed discount certificates, brochures handed out, police requirements for crowd control or visual estimates.

Representative Survey: Information collected directly from individual visitors/participants. A representative survey is a highly structured data collection tool, based on a defined random sample of participants, and the results can be reliably projected to the entire population attending an event and includes margin of error and confidence level.

Informal Survey: Information collected directly from individual visitors or participants in a non-random manner that is not representative of all visitors or participants. Informal survey results cannot be projected to the entire visitor population and provide a limited indicator of attendance because not all participants had an equal chance of being included in the survey.

**Structured Estimate:** Estimate produced by computing known information related to the event or location. For example, one jurisdiction estimated attendance by dividing the square footage of the event area by the international building code allowance for persons (3 square feet).

**Actual data will be required with your final reimbursement.**

## Application Submittal

**Submit a PDF or one original signed copy to:**

City of Des Moines Lodging Tax Advisory Committee  
c/o Bonnie Wilkins  
21630 11<sup>th</sup> Ave S.,  
Des Moines, WA 98198  
Email: [BWilkins@desmoineswa.gov](mailto:BWilkins@desmoineswa.gov)

**You must complete and sign the cover sheet with this packet**

- ⇒ You may use the Supplemental Form or type the questions and answers on separate sheets of paper.
- ⇒ Please number each page in your packet, except for the optional brochures/information.

## General Information

### City of Des Moines Lodging Tax Fund Overview

The City's Lodging Tax Fund is the primary source of City funding for activities, operations, and expenditures designed to increase tourism. In any given year, the City may maintain a reserve in the Fund, and will assess on an annual basis how much of the fund to appropriate in a given year.

The Des Moines City Council has created a Lodging Tax Advisory Committee to conduct an annual process to solicit and recommend Lodging Tax funded services for City Council consideration.

**HIGH PRIORITY** will be given to tourism activities that:

- Have a demonstrated potential or high potential from the Committee's perspective to result in overnight stays by tourists in lodging establishments within the City of Des Moines.
- Promote Des Moines and/or events, activities, and places in the City to potential tourists from outside King County.
- Have demonstrated or high potential from the Committee's perspective to result in documented economic benefit to Des Moines.

- Have a demonstrated history or success in Des Moines, or are proposed by a group with a demonstrated history or high potential of success with similar activities.
- Minimize duplication of services where appropriate and encourage cooperative marketing and/or includes an element of cooperation or partnership.
- Provide, maintain, operate or enhance City-owned tourism facilities or infrastructure.

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### **State Law Excerpts**

#### **RCW 67.28.1816 – Use of Lodging Tax Fund.**

Lodging tax revenue under this chapter may be used, directly by any municipality or indirectly through a convention and visitors bureau or destination marketing organization for:

- a. Tourism marketing;
- b. The marketing and operations of special events and festivals designed to attract tourists;
- c. Supporting the operations and capital expenditures of tourism-related facilities owned or operated by a municipality or a public facilities district created under chapters 35.57 and 36.100 RCW; or
- d. Supporting the operations of tourism-related facilities owned or operated by nonprofit organizations described under 26 U.S.C. Sec. 501(c)(3) and 26 U.S.C. Sec. 501(c)(6) or the internal revenue code of 1986, as amended.

#### **RCW 67.28.080 – Definitions.**

- "Municipality" means any county, city or town of the state of Washington.
- "Operation" includes, but is not limited to, operation, management, and marketing.
- "Person" means the federal government or any agency thereof, the state or any agency, subdivision, taxing district or municipal corporation thereof other than county, city or town, any private corporation, partnership, association, or individual.
- "Tourism" means economic activity resulting from tourists, which may include sales of overnight lodging, meals, tours, gifts, or souvenirs.
- "Tourism promotion" means activities and expenditures designed to increase tourism, including but not limited to advertising, publicizing, or otherwise distributing information for the purpose of attracting and welcoming tourists; developing strategies to expand tourism; operating tourism promotion agencies; and funding marketing of special events and festivals designed to attract tourists.
- "Tourism-related facility" means real or tangible personal property with a usable life of three or more years, or constructed with volunteer labor, and used to support tourism, performing arts, or to accommodate tourist activities.
- "Tourist" means a person who travels from a place of residence to a different town, city, county, state, or country, for purposes of business, pleasure, recreation, education, arts, heritage, or culture.

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: 2022 Summer Waterland Events –  
Agreement with Destination Des Moines

FOR AGENDA OF: August 4, 2022

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: July 26, 2022

ATTACHMENTS:

1. Agreement Between the City of Des Moines and Destination Des Moines
2. Fee Waiver Request

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *[Signature]*

- Legal */s/ TG*
- Finance *Boban. White*
- Courts *N/A*
- Police \_\_\_\_\_

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

**Purpose and Recommendation**

Destination Des Moines was previously selected by the City Council to provide the leadership role in planning and staging the annual Waterland events and parade. The purpose of this agenda item is to ask for the Council’s approval of an agreement with Destination Des Moines to waive the costs for conducting the 2022 summer events on City property. The follow motion will appear on the consent calendar:

**Suggested Motions**

Motion 1: “I move to ratify and approve the Agreement with Destination Des Moines to waive the facility rental fees for holding the 2022 Summer Events and specifying the in-kind services and facilities that were provided by the City.”

**Background**

Destination Des Moines is a non-profit community based organization that was founded to promote and support community events. The 2022 Waterland Weekend was held on July 22-24 and consisted of the following events:

- Des Moines Wheels and Keels
- Waterland Parade
- Community BBQ
- Randy Hansen Concert
- Waterland Children’s Carnival.

Except for the Parade and a portion of the children’s carnival, all events were held in City facilities or on City property.

**Discussion**

On July 14, 2022, Destination Des Moines requested a fee waiver (Attachment 2) to use City facilities and City property free of charge. Given the public nature of the events, as well as the public’s expectation that they would proceed, the City Manager made the decision to approve the waiver. If the fees had not been waived, it is unlikely the events would have been held. Due to the timing of the request, staff was unable to get the request to Council before the date of the events. As a result, the Council is being asked to ratify the agreement after the fact.

**Alternatives**

None.

**Financial Impact**

The cost to the City in lost rental revenue for the 2022 events is \$11,679.03. The City also had staff expenditures to support the events that will not be compensated by Destination Des Moines.

**Recommendation or Conclusion**

The staff recommends that the Council ratify the agreement.

**AGREEMENT**  
**Between**  
**THE CITY OF DES MOINES**  
**And**  
**DESTINATION DES MOINES**  
**for the**  
**2022 WATERLAND WEEKEND**

***THIS AGREEMENT*** is entered into by and between the CITY OF DES MOINES, WASHINGTON (hereinafter "City"), a municipal corporation of the State of Washington, and DESTINATION DES MOINES (hereinafter "Destination Des Moines") regarding the 2022 Waterland Weekend (July 22-24) (hereinafter "Summer Events").

***WHEREAS***, the City finds that community events enhance the quality of life for residents of the City of Des Moines, and

***WHEREAS***, Destination Des Moines is responsible for planning and facilitating the 2022 Summer Events, and

***WHEREAS***, the City of Des Moines wishes to permit the Summer Events and to have Destination Des Moines host the Summer Events pursuant to certain terms and conditions; now therefore,

***IN CONSIDERATION*** of the mutual benefits and conditions listed below, the parties agree as follows:

- (1) Destination Des Moines agrees as follows:

Destination Des Moines shall conduct the 2022 Summer Events, which consist of:

- Waterland Festival Events, July 22-24, 2022 including: Des Moines Wheels and Keels, Waterland Parade, Community BBQ, Randy Hansen Concert, and Waterland Children's Carnival.

in compliance with this Agreement, and will comply with all federal, state, and local statutes, ordinances, and regulations. Destination Des Moines further agrees as follows:

(a) Destination Des Moines shall defend, indemnify and hold the City of Des Moines, 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 conduct of the Summer Events or its associated activities, except for injuries and damages caused by the sole negligence or intentional conduct of the City its officers, agents and employees. In the event that any suit based upon such claim, injury, damage, or loss is brought against the City, Destination Des Moines shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or

jointly against the City and Destination Des Moines and their respective officers, agents, and employees, or any of them, Destination Des Moines shall satisfy the same.

(b) Destination Des Moines and/or other promoters of the Summer Events will provide financial support for the Summer Events and will pay for Event-related expenses for portable sanitary facilities, garbage collection, paid advertising and/or promotional banners associated with the Summer Events, unless otherwise agreed by the City.

(c) Destination Des Moines and/or other promoters of the Summer Events will contract with other companies to provide services to all listed events.

(d) Destination Des Moines and/or other promoters of the Summer Events will secure all permits.

(e) Destination Des Moines and/or other promoters of the Summer Events shall provide general liability insurance in the minimum amount of two million dollars (\$2,000,000) to cover each Summer Event. The City of Des Moines shall be named as additional insured. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. The City shall be furnished with original certificates evidencing the Summer Events insurance requirements thirty (30) days prior to each Summer Event. If Destination Des Moines intends to use motorized vehicles during the events, including the use of any City owned shuttle carts, Destination Des Moines will provide proof of insurance for the vehicles. Destination Des Moines shall provide proof of insurance to the City prior to use of the City owned carts.

(f) Destination Des Moines and/or other promoters of the Summer Events will be permitted to erect such special signage as is appropriate in the thirty (30) days prior to and during the events. All such signage shall be removed within ten (10) days after each Summer Event.

(g) Destination Des Moines and/or other promoters of the Summer Events will be allowed to have associated retail sales of food or merchandise and will be exempt from the requirements of the City's Mobile and Itinerant Vendor Code, chapter 5.57 DMMC.

(h) Destination Des Moines and/or other promoters of the events will be allowed to solicit donations. Destination Des Moines and/or other promoters shall bear responsibility for all collection, accounting, and reporting of any funds collected. The City grants this privilege based upon the promoter's agreement that any funds collected in amounts greater than the cost of the event will be held in a special event fund to be used for the benefit of the community.

(i) Destination Des Moines agrees to take whatever reasonable measures are necessary to prevent damage to City facilities and to be responsible for any damage that may occur as a result of the any Summer Events. Destination Des Moines agrees to comply with the City's Rental Facility Policies and Procedures.



(j) A Des Moines Police Department Command Officer and/or the Fire Marshall of South King Fire and Rescue will have the authority to close any of the Summer Events down at any time should it be necessary, following assessment of any safety and security issues.

(l) Reserved.

(m) A Waterland Festival Special Event Application and Plan will be created by Destination Des Moines and approved in writing by the City Manager prior to the events.

(2) The City agrees as follows:

(a) Upon execution of this Agreement, the City Manager is authorized to grant permission to Destination Des Moines to use and occupy, for the purpose of the Summer Events, City facilities, property, streets, roads, and rights-of-way.

(b) Normal City fees may be waived where possible. Fees required by other governmental agencies shall be the responsibility of Destination Des Moines.

(c) The City Manager is authorized, at his discretion, to grant permission to Destination Des Moines to utilize City promotional tools such as the *City Currents*, Parks, Recreation and Senior Services Brochure, City Web Page and Channel 21 to inform and educate the public about the events. Destination Des Moines understands that fees to cover direct City expenses may be charged for this use.

(d) The City Manager is authorized, based on available staffing and funding, to provide City assistance to the Summer Events, which may include, services by the Police, Public Works, Parks and Recreation, and Marina departments for the purpose of logistics coordination, downtown and Marina area traffic control, road closures and pedestrian safety and the reduction/elimination of rental rates for the use of City property.

(3) Duration of Agreement. This Agreement will commence upon date of execution and ends upon successful completion of the terms of this Contract, execution of a new Contract, City's written termination of the Contract as described in Section 4 of this Agreement, or Destination Des Moines' decision not to have the Summer Event(s), whichever is sooner, provided, however, all indemnification and hold harmless provisions of this Agreement shall survive the termination of this Agreement.

(4) Termination. This Agreement may be terminated by the City immediately if any of the following occurs:

(a) Failure of Destination Des Moines to perform any requirement of this contract within ten (10) days after the City makes written demand for such performance; or

(b) Termination required for purposes of public health, safety, welfare or the public interest, as determined by the City Manager.

(5) Discrimination Prohibited. Destination Des Moines shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in the "Summer Events" on the basis of race, color, religion, creed, sex, national origin, marital status, sexual orientation, or presence of any sensory, mental, or physical handicap.

(6) Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement.

(7) Governing Law. The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington.

(8) Mediation/ Arbitration Clause. If a dispute arises from or relates to this Agreement 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 the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. 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.

(9) Amendments/ Authorization for Additional Services. This Agreement may be modified or amended and additional conditions may be authorized during the term of this Agreement upon the mutual written consent of the parties.

(10) Severability. If any provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

(11) Waiver. The waiver by either party of any breach of any term, condition, 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.

(12) 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.

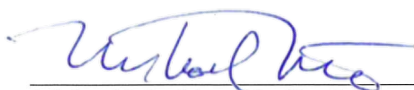
(13) Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

(14) Concurrent Originals. This Agreement may be signed in counterpart originals.

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

***IN WITNESS WHEREOF***, the parties have caused this Agreement to be executed on the dates written below.

CITY OF DES MOINES



Michael Matthias, It's City Manager  
As directed by the Des Moines City Council by  
In Open Public Meeting on

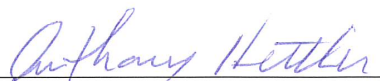
Date July 18, 2022

APPROVED AS TO FORM:

/s/ Tim George

City Attorney

DESTINATION DES MOINES



By: Anthony Hettler, Its President

Date 7/18/2022

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**From:** [Tim George](#)  
**To:** [Tim George](#)  
**Subject:** FW: DDM Waterland contract  
**Date:** Tuesday, July 26, 2022 11:10:44 AM

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**From:** Tony Hettler [mailto:tonyh@johnlscott.com]  
**Sent:** Thursday, July 14, 2022 11:25 AM  
**To:** Tim George <TGeorge@desmoineswa.gov>  
**Cc:** Ashley Young <ayoung@desmoineswa.gov>  
**Subject:** RE: DDM Waterland contract

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

Hello Tim,

Destination Des Moines requests a fee waiver for facility rentals for all the Waterland Festival activities which include, but not limited to, the Waterland Parade, Wheels & Keels, Community BBQ, Randy Hansen Concert, Children's amusement. The venues would include the Beach Park, Marina, Beach Park Auditorium, Dock space, Picnic Shelter, Dining Hall and the use of tables and chairs for the events as required.

Destination Des Moines appreciates the cooperation and assistance from the City of Des Moines to produce events for the community.

Sincerely,

Tony Hettler  
President  
Destination Des Moines  
206-650-6730

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**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Acceptance of Vehicles from 2021 and 2022 WASPC Mental Health Field Response Team Grant

FOR AGENDA OF: August 4, 2022

DEPT. OF ORIGIN: Police

DATE SUBMITTED: July 27, 2022

ATTACHMENTS:

- 1. King County Vehicle Purchase Orders

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *[Signature]*

- Legal */s/ TG*
- Finance *[Signature]*
- Courts \_\_\_\_
- Police \_\_\_\_

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

**Purpose**

The purpose of this agenda item is for the City Council to authorize acceptance of two vehicles that were purchased by King County with Mental Health Field Response Team Grant funds. The following motion will appear on the consent calendar:

**Suggested Motion[s]**

**Motion 1:** "I move to approve the acceptance of a 2021 Volkswagon Tiguan SE/SEL, valued at \$30,561.11, and a 2018 Ram Pro Master 1500, valued at \$66,541.00, to be used by the Des Moines Police Department as needed."

**Background**

In 2018, the Washington State Legislature enacted House Bill 2892, which directed the Washington Association of Sheriffs and Police Chiefs (WASPC) to develop and implement a mental health field response grant program. The purpose of the program was to assist local law enforcement agencies to establish and expand mental health field response capabilities, utilizing mental health professionals to

professionally, humanely, and safely respond to crises involving persons with behavioral health issues with treatment, diversion, and reduced incarceration time as primary goals.

In response, the City of Des Moines submitted a grant proposal to WASPC proposing to create a co-responder program that would be a partnership between and serving the police departments of Algona, Auburn, Des Moines, Federal Way, Kent, Pacific, Renton, and Tukwila. The cities would work with the King County Behavioral Health to provide a coordinated response to those in South King County experiencing mental health crisis and emergencies. The project was proposed to be administered by the Des Moines Police Department.

Chief Thomas was notified on January 8, 2021 that WASPC had approved the City's grant proposal and the City was awarded \$234,588.00 for the first half of 2021 and then an additional \$314,561.11 to extend the program through June 30 of 2022.

In order to implement this program, the City contracted with the King County Department of Community and Human Services (DCHS). DCHS amended their existing contract with Downtown Emergency Services Center (DESC) to expand their existing co-responder program to provide the scope of services in South King County.

In order to facilitate this expanded service area, two vehicles were purchased by King County using grant funds that the City of Des Moines had received from WASPC.

### **Discussion**

The grant program and funding described above concluded on June 30<sup>th</sup>, 2022 and was not continued. As a result, the vehicles that were purchased with the grant funds are no longer utilized by DCHS or DESC. Because the vehicles were purchased using funds that were awarded to the City of Des Moines, King County has agreed to transfer the ownership of the vehicles to the City of Des Moines at no cost.

Pursuant to DMMC 3.08.030, "the city council shall approve all nonmonetary donations with value of \$20,000 or more, and all donations of real property, to the city of Des Moines."

### **Alternatives**

The Council may:

1. Accept the vehicles.
2. Decline to accept the vehicles. (not recommended)

### **Financial Impact**

The only immediate cost the City will incur from this transfer is the title transfer costs which is approximately \$120. Future costs include licensing, insurance and maintenance. The combined value of the two vehicles the City is receiving is approximately \$97,000.

### **Recommendation or Conclusion**

Staff recommends acceptance of the two vehicles



4/9/2021

Mail - Brad Johnson - Outlook

Attachment #1

Deskings

Sale  Finance  Lease  Trade  Misc  Fees  Name  07/07/2021

Lease  Stock VM0124  Prospect

Balloon  VIN 3VV2B7AX3MM006418 2021 VOLKSWAGEN TIGUAN SE/SEL

Flex Buy  Sales Price 26555.00 Last Mileage 11

View VIN Non-tax Rebate 0.00

Deal Info Taxable Price 26555.00 Lender

Swap Down Payment 0.00

Menu Sell Rebate 0.00 APR 0.000

Make Deal Trade Allowance 0.00 Term 1 Monthly

Add VIN Trade Payoff 0.00 Line 3 First Payment 45 05/23/2021

Acc. Due Options / Aftermkt 0.00 26555.00 MSRP 30424.00

Aftermkt Insurance 0.00 Residual 0.0 % 0.00

Ext Service Plan 0.00 PAYMENT 30063.61

License/Title Fee 650.00 Total Payments 30063.61

Delivery Fee 150.00 Total Finance Charges 0.00

Fees & Sales Tax 2708.61

Amount Financed 30063.61

Exit

Deskings Options  
 Upd  
 Sales  
 MSRP  
 Trade  
 Op  
 Ins  
 T  
 Le  
 Term/  
 Pay  
 Arr  
 FEI

Says Louangphakdy  
 General Manager  
 Volkswagen of Puyallup  
 820 River Road  
 Puyallup, WA 98371  
 253-268-1800 Ph.  
 253-268-1803 Fx.

## VEHICLE PURCHASE ORDER



*Serving the mobility needs of the physically challenged.*

21704 87th Ave. SE.  
Woodinville, WA 98072  
Phone: 425-481-6546  
Fax: 425-686-1995

STOCK NO. <b>JE105259</b>		DATE <b>5/27/21</b>
PURCHASER'S NAME <b>Downtown Emergency Center</b>		
STREET ADDRESS _____		
CITY _____	STATE <b>WA</b>	ZIP _____
PHONE <b>425-905-0701</b>	EMAIL <b>rbarber@desc.org</b>	

I hereby order from the dealer subject to all terms, conditions and agreements contained herein, and the ADDITIONAL CONDITIONS printed on the reverse side together with all attachments herein referred to.

YEAR <b>2018</b>	MAKE <b>Ram</b>	MODEL <b>ProMaster</b>	TYPE <b>1500</b>
Color <b>Standstone Pearl</b>		VIN <b>3C6TRVAG0JE105259</b>	
LIC. NO. _____	TAB NO. _____	TO BE DELIVERED ON OR ABOUT _____	

The Odometer of the Vehicle described below now reads 8,052 miles/kilometers

**See attached Odometer mileage statement**

"The owner of the vehicle may be required to spend up to \$150 for repairs if the vehicle does not meet the vehicle emission standards. Unless expressly warranted by the motor vehicle dealer, the dealer is not warranting the this vehicle will pass any emission tests required by federal or state laws."

\_\_\_\_\_  
Full Signature

"The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale  
Int. \_\_\_\_\_

The Odometer of the Vehicle described below now reads \_\_\_\_\_ miles/kilometers

**See attached Odometer mileage statement**

DESCRIPTION OF TRADE-IN			
YEAR _____	MAKE _____	MODEL _____	TYPE _____
I.D. NO. _____	LIC. NO. _____	TAB NO. _____	
LIEN HOLDER _____		ADDRESS _____	
NET VERIFIED _____		GOOD UNTIL _____	

Purchaser assumes responsibility for any difference in payoff in excess of amount shown on this order, and will pay such difference in case on demand. If not so paid, purchaser authorized dealer, at dealer's option, to repossess the car sold

Purchaser agrees that (1) this order includes all the terms and conditions on both the face and the reverse side of, together with any attachments herein referred to. (2) This order cancels and supersedes any prior agreement and as of the date herein comprises the complete and exclusive statement of the terms of this agreement relating to the subject matters covered hereby. (3) This order shall not become binding until accepted by Dealer or his authorized representative and in the event of a time sale. Dealer shall not be obligated to sell until approval of the terms hereof is given by a bank of Financial Institution willing to purchase a time sales agreement between the parties hereto based on such terms. (4) Purchaser by execution of this order certifies that he or she is of legal age and acknowledges that he or she has read its terms, conditions and attachments and has received a true copy of this order

<b>Pre-Owned 2018 Ram ProMaster 1500</b>		<b>\$60,000.00</b>
<b>Pre-Owned Ricon Side Entry Lift</b>		<b>Included</b>
<b>Q-Straint Quick Release Tie-Down Straps</b>		<b>\$850.00</b>
<b>Negotiable Document Fee</b>		<b>\$150.00</b>
<b>Cash Price</b>		<b>\$61,000.00</b>
<b>8.1% TAX</b>		<b>\$4,941.00</b>
LICENSE TRANSFER	TITLE	REGISTRATION
<b>Approx.</b>		<b>\$600.00</b>
<b>1. TOTAL CASH PRICE DELIVERED</b>		<b>\$66,541.00</b>
DOWN PAYMENT	<b>2. CASH</b>	DEPOSIT <b>\$ 0,000 . 00</b>
		DOWN PAYMENT <b>\$ 0,000 . 00</b>
	<b>3. TRADE IN</b>	ALLOWANCE AS APPROVED <b>\$ 0,000 . 00</b>
		LESS BALANCE OWING <b>\$ 0,000 . 00</b>
<b>4. TOTAL DOWN PAYMENT (2+3)</b>		<b>\$0.00</b>
<b>5. UNPAID BALANCE OF CASH PRICE (1-4)</b>		<b>\$66,541.00</b>

If the unpaid balance of cash price stated above is the proceeds of a time payment agreement as noted below, all terms and conditions of that agreement are hereto made as part of and an attachment to this order by this reference.

CHATTEL MORTGAGE \_\_\_\_\_  
 CONDITIONAL \_\_\_\_\_  
 \_\_\_\_\_

} TO BE EXECUTED ON OR BEFORE DELIVERY

REMARKS \_\_\_\_\_

6/2/21  
 PURCHASER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_ ACCEPTED BY \_\_\_\_\_ DEALER OR HIS AUTHORIZED REPRESENTATIVE \_\_\_\_\_

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Barnes Creek/Kent-Des Moines Road  
Culvert Project: Agreement GCB 3395, Amendment  
No. 1, with Washington State Department of  
Transportation (WSDOT)

ATTACHMENTS:

1. Agreement GCB 3395, Amendment No. 1
2. Agreement GCB 3395
3. SWM CIP Project Worksheet

FOR AGENDA OF: August 4, 2022

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: July 28, 2022

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: [Signature]

- Legal /s/ TG
- Finance [Signature]
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this agenda item is to seek City Council approval of Agreement GCB 3395, Amendment No. 1 (Attachment 1) between the City of Des Moines and Washington State Department of Transportation (WSDOT), for cost sharing to complete the construction phase of the Barnes Creek/Kent-Des Moines Road Culvert Replacement Project. This agreement amends Agreement GCB 3395 (Attachment 2) which previously established the cost share for project design, permitting and right-of-way costs. The following motion will appear on the Consent Agenda:

**Suggested Motion**

**Motion:** "I move to approve Agreement GCB 3395, Amendment No. 1, between the City of Des Moines and the Washington State Department of Transportation for the construction of the Barnes Creek/Kent-Des Moines Road Culvert Replacement Project in the amount of \$1,326,071.20, plus authorize a \$256,214.24 project construction contingency, and further authorize the City Manager to sign said Amendment, substantially in the form as submitted."

**Background**

The Barnes Creek drainage basin is fairly large at 355 acres in size and is roughly bounded from Highway 99 to 13<sup>th</sup> Avenue South and South 216<sup>th</sup> Street to Kent-Des Moines Road. Barnes Creek is a major tributary of the Massey Creek system with the stream passing below Kent-Des Moines Road through a 90-foot long, 24-inch diameter, vitrified clay culvert before its confluence with Massey Creek, located on the south side of Kent-Des Moines Road. Presently, the upstream end of the Kent-Des Moines Road culvert is protected with a metal cage to prevent large debris from entering/blocking the culvert entrance. Upstream of the culvert, Barnes Creek is mostly open stream, providing over a mile of potential fish habitat. A culvert replacement project located upstream at 223<sup>rd</sup> Street was constructed in 2012 with the anticipation of an eventual culvert replacement at Kent-Des Moines Road which would allow access of fish (salmon) into the upper reaches of Barnes Creek.

In 2015, the Kent-Des Moines Road culvert was cleaned and inspected with an assessment made of both its physical condition and fish barrier potential. The video inspection indicated that the pipe was in poor condition, with the structural integrity of the pipe given a “critical” classification. Many sections of the pipe are cracked and are no longer circular, including several sections that have been displaced. Where the cracked pipe has lost its structural integrity, the backfill around the pipe is maintaining the current shape (oblong). Should a large segment of the cracked culvert become dislodged and expose the backfill material, the backfill will likely fall into the pipe and be washed downstream or block the culvert entirely. Depending on the rate of the loss of backfill, a void above the culvert would likely develop and could potentially lead to a failure of the roadway. Potential remaining life span of the culvert is speculative, but the remaining life is likely less than 10 years.

Aside from the obvious fish barrier caused by the upstream debris guard, the fish passage assessment indicated only 33% passability, meaning the culvert is likely a barrier at least 2/3 of the time. Fish passage would only be available under limited flow conditions, where the flows would provide sufficient depth in the pipe but would not be too high as to create a velocity barrier.

Several studies have been completed, including the 1990 Massey Creek Basin Plan and the 1994 Lower Massey Creek Alternative Analysis, which have indicated that the existing 24-inch culvert is insufficient in size and recommended upsizing to a minimum 48-inch diameter pipe. During large storm events, the existing pipe’s capacity is exceeded creating backwater conditions upstream of the pipe and even overtopping of Kent-Des Moines Road. However, given the need to meet current fish passage requirements the replacement of the pipe must be substantially larger than 48-inches. The construction of the replacement will also have to accommodate the heavy traffic of Kent-Des Moines Road, the relatively deep burial depth (20-25 feet) of the culvert, as well as support or relocate numerous utilities that cross over the culvert.

Preliminary design work of the Barnes Creek/Kent-Des Moines Road Culvert Replacement Project started in 2016 but the project was placed on hold when staff became aware that the culvert was included in a list of priority state culvert replacements. A federal court mandate was issued, requiring the repair of hundreds of fish-blocking culverts under state roads in order to maintain the 1850’s treaty fishing rights of the tribes. The City placed the project on hold until further discussion with WSDOT regarding the timing of the culvert’s replacement, the concern of the condition of the culvert, and whether the state would be interested in a partnership with the City for replacing the project within the next five years. After reviewing the 2015 culvert condition assessment and meeting with City staff, WSDOT agreed to partner with the City in order to substantially speed up the timeline for the project. At the April 12, 2018 City Council meeting, the City Council approved Agreement GCB 2959 with WSDOT to complete design and permitting on the Barnes Creek/Kent-Des Moines Road Culvert

Project. The Agreement established a 50/50 cost share between WSDOT and the City of Des Moines; for the City's portion a total of \$250,000.00, plus \$25,000 contingency was authorized.

At the October 22, 2020 City Council meeting, the City Council approved Agreement GCB 3395 with WSDOT to complete additional design and land acquisition costs on the Barnes Creek/Kent-Des Moines Road Culvert Project. The Agreement established a 50/50 cost share between WSDOT and the City of Des Moines; for the City's portion a total of \$575,848.00, plus 20% contingency was authorized. Once the design and permitting phase is complete, it was expected that the Agreement would be amended for the construction phase.

### **Discussion**

Agreement GCB 3395, Amendment No. 1, is proposed to fund the construction phase costs of construction management engineering, the construction contract, and construction contingency, on the WSDOT led project. Construction involves excavating a section of the roadway between 16<sup>th</sup> Avenue South and 10<sup>th</sup> Avenue South, temporary stream diversion, installing a new culvert (20 feet wide and 9 feet tall), and restoration/repaving.

The current construction timeline includes project advertisement in fall 2022, construction start in spring 2023, and a construction completion date in fall 2023. In order to complete the work safely and in a timely manner, a nine-day closure of SR 516 is proposed. The closure will be accompanied with a signed detour route as well as provided communications with emergency services.

The Project's construction phase is estimated to cost a total of \$2,652,142.40, as shown in Exhibit C within Amendment No. 1. The City's contribution for the construction phase of work is \$1,326,071.20, which is the previously agreed upon 50 percent cost share of \$2,652,142.40. The Amendment allows for a 20% (\$256,214.24) increase in costs for contingency above the cost estimate of the project's construction phase, bringing the maximum amount of the City's contribution under this agreement to \$1,591,285.44. If costs for the construction phase work exceed the cost estimate by more than 20%, a new Council approved amendment would be required.

### **Financial Impact**

The City's CIP budget includes revenues to achieve full project funding (Attachment 3).

### **Alternatives**

The City Council could elect not to approve the Amendment with WSDOT. The City does not have adequate resources to complete the construction phase of the project without partnering with WSDOT. This will delay the project as well as jeopardize current and future partnership opportunities with WSDOT.

### **Recommendation**

Staff recommends adoption of the motion.

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**GCB 3395**  
**Amendment No. 1**  
**SR 516 Barnes Creek Fish Passage Project**

This Amendment Number 1 (No. 1) to Agreement GCB 3395 is made and entered into between the Washington State Department of Transportation, hereinafter “WSDOT,” and the City of Des Moines, Washington, hereinafter the “City,” collectively the “Parties” and individually the “Party.”

**RECITALS**

1. The Parties hereto entered into GCB 3395, hereinafter the “Agreement,” on November 2, 2020, in which the City agreed to pay a contribution to WSDOT of fifty (50) percent of the total actual cost of design phase Work for the SR 516 Barnes Creek Fish Passage Project, hereinafter the “Project.”
2. The City has agreed to provide additional funds on a fifty (50) percent cost share basis for the actual costs of the Project’s construction phase Work.
3. Section 5.2 of the Agreement allows it to be amended or modified by the mutual, written agreement of the Parties.
4. WSDOT and the City wish to amend the Agreement to address the addition of the Project’s construction phase Work to the Agreement.

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants, and performances contained herein, and the attached Exhibit A-1 and Exhibit C that are incorporated herein by this reference,

**IT IS MUTUALLY AGREED AS FOLLOWS:**

1. The Parties agree that Exhibit A is deleted in its entirety and is replaced with Exhibit A-1, a map and site plan for the Project. All references to “Exhibit A” in the Agreement are revised to read “Exhibit A-1.”
2. Exhibit C, the cost estimate for the Work for the Project’s construction phase, is added to the Agreement.
3. The Agreement is hereby supplemented with Section 1.3 as follows:
  - 1.3 The Work for the Project’s construction phase, including, but not limited to mobilization, earthwork, temporary stream diversion, buried structure, and engineering, is estimated to cost a total of Two Million Six Hundred Fifty Two Thousand One Hundred Forty Two and 40/100 Dollars

(\$2,652,142.40), as shown in Exhibit C. The City's contribution for the construction phase Work is One Million Three Hundred Twenty Six Thousand Seventy One and 20/100 Dollars (\$1,326,071.20, which is 50 percent of \$2,652,142.40). The City shall make its contribution payments in accordance with Section 2 of this Agreement.

4. The Agreement is hereby supplemented with Section 2.2 as follows:

2.2 WSDOT has waived charging the City the indirect cost rate for the City's contributions made pursuant to this Agreement.

5. The Agreement is hereby supplemented with Section 3.3 as follows:

3.3 If costs for the Project's construction phase Work exceed the total cost estimate, as shown in Exhibit C, then the City shall make additional payment to WSDOT in an amount up to and including Two Hundred Sixty Five Thousand Two Hundred Fourteen and 24/100 Dollars (\$265,214.24, which is 20 percent of the City's \$1,326,071.20 contribution). The maximum amount of the City's contribution for the construction phase Work is One Million Five Hundred Ninety One Thousand Two Hundred Eight Five and 44/100 Dollars (\$1,591,285.44, the sum of \$1,326,071.20 and \$265,214.24). If costs for the construction phase Work exceed the cost estimate by more than 20 percent then this Agreement may be amended by the Parties to cover said increase in cost.

6. Section 4.1 of the Agreement is hereby amended as follows:

4.1 For all communications under this Agreement the Parties designate the following representatives:

<b>City of Des Moines</b>	<b>Washington State Department of Transportation</b>
Andrew Merges Public Works Director City of Des Moines 21630 11 <sup>th</sup> Avenue South Des Moines, WA 98198 206.870.6543 <a href="mailto:AMerges@desmoineswa.us">AMerges@desmoineswa.us</a>	Adam Emerson Project Engineer Washington State Department of Transportation 15700 Dayton Avenue North PO Box 330310 Seattle, WA 98133 206.440.4618 <a href="mailto:EmersoA@wsdot.wa.gov">EmersoA@wsdot.wa.gov</a>



7. All other terms and conditions of the original Agreement shall remain in full force and effect except as modified by this Amendment No. 1.
8. **Counterpart and Electronic Signature**  
 This Amendment No. 1 to the Agreement may be signed in multiple counterparts, each of which constitutes an original and all of which taken together constitute one and same agreement. Electronic signatures or signatures transmitted via e-mail in a "PDF" may be used in place of original signatures on this Amendment No. 1. Each Party intends to be bound by its electronic or "PDF" signature on this Amendment No. 1, is aware that the other Parties are relying on its electronic or "PDF" signature, and waives any defenses to the enforcement of this Amendment No. 1 based upon the form of signature.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 1 to the GCB 3395 Agreement as of the Party's date last signed below.

<b>City of Des Moines</b>	<b>Washington State Department of Transportation</b>
<u>Sign and Date:</u>    	<u>Sign and Date:</u>    
Michael Matthias City Manager	Amir Rasaie Assistant Regional Administrator SnoKing Project Development



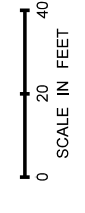
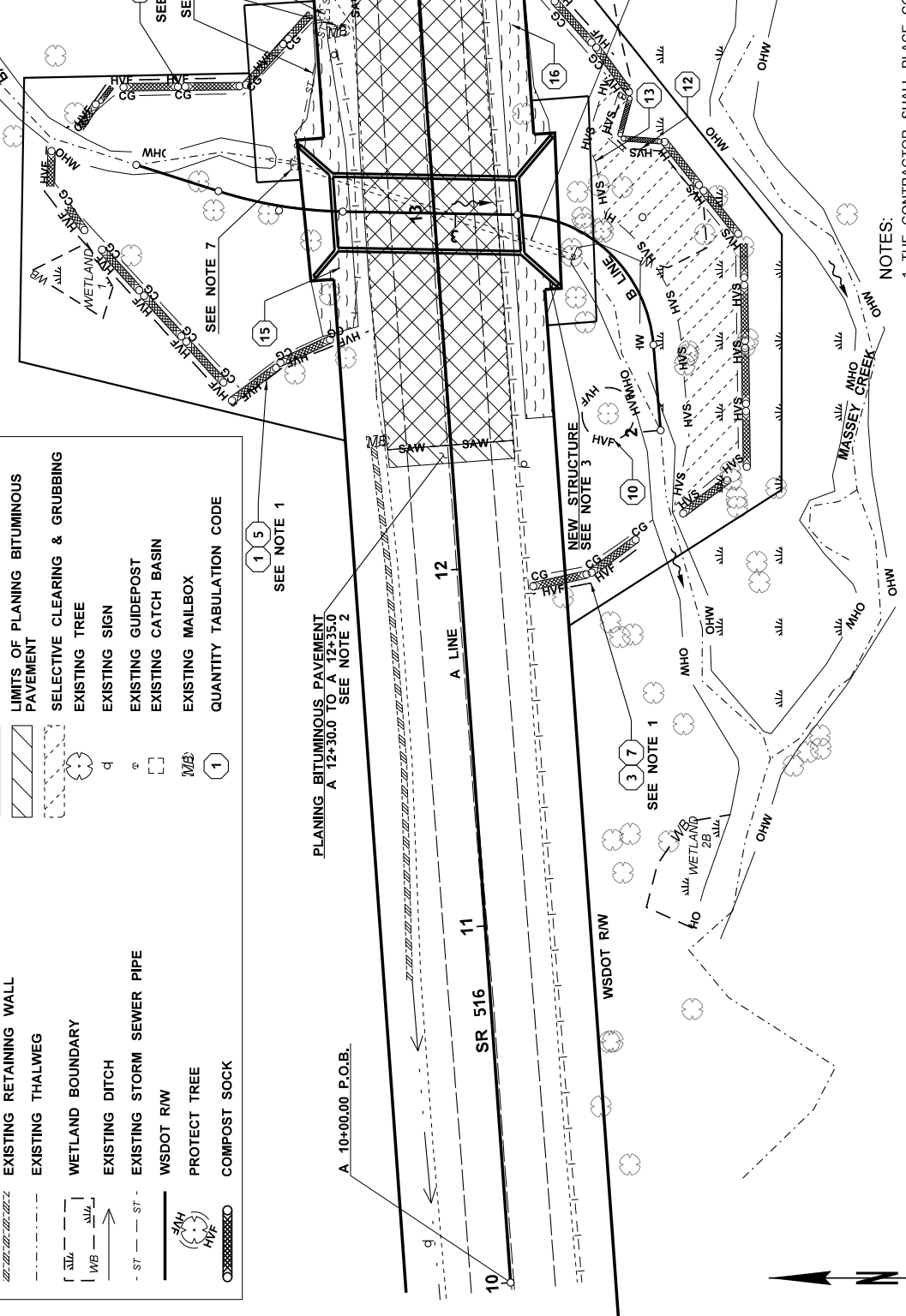
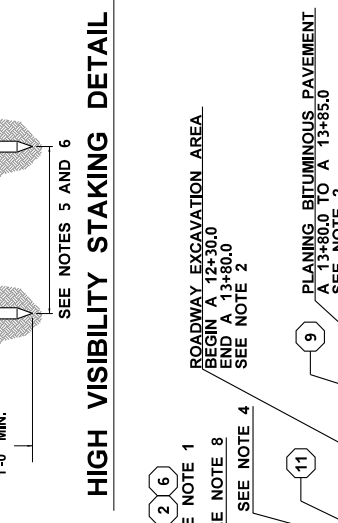
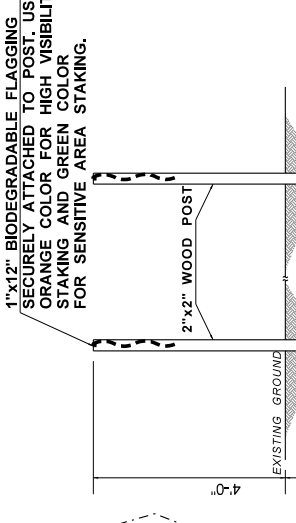
**Exhibit A-1**  
**GCB 3395**  
**Amendment No. 1**  
 Page 2 of 2

LEGEND	
2	CONSTRUCTION ALIGNMENT
---	TEMPORARY CONSTRUCTION EASEMENT
- - -	EXISTING GUARDRAIL
==	EXISTING DOUBLE YELLOW LINE
---	EXISTING EDGE OF PAVEMENT
---	EXISTING ORDINARY HIGH WATER MARK
---	EXISTING CULVERT
---	EXISTING RETAINING WALL
---	EXISTING THALWEG
---	WETLAND BOUNDARY
---	EXISTING DITCH
---	EXISTING STORM SEWER PIPE
---	WSDOT R/W
---	PROTECT TREE
---	COMPOST SOCK
---	CLEARING AND GRUBBING LIMITS
---	HVF HIGH VISIBILITY FENCE
---	HVS HIGH VISIBILITY STAKING
---	EXISTING DRAINAGE EASEMENT
---	SAWCUT LINE
---	EROSION CONTROL BLANKET
---	ROADWAY EXCAVATION INCL. HAUL
---	LIMITS OF PLANNING BITUMINOUS PAVEMENT
---	SELECTIVE CLEARING & GRUBBING
---	EXISTING TREE
---	EXISTING SIGN
---	EXISTING GUIDEPOST
---	EXISTING CATCH BASIN
---	EXISTING MAILBOX
---	QUANTITY TABULATION CODE

HIGH VISIBILITY FENCE SCHEDULE	
SP1-10	OFFSET
12+40.3	46.0' RT
DIAMETER	12.0'

HIGH VISIBILITY STAKING SCHEDULE	
SP1-12	OFFSET
12+11.6	61.8' RT
12+25.1	87.8' RT
12+64.7	85.3' RT
13+12.9	65.8' RT
13+13.0	55.6' RT
13+18.2	50.2' RT
13+29.9	55.1' RT
13+34.5	52.1' RT
SP1-13	OFFSET
12+11.6	61.8' RT
12+32.3	66.2' RT
12+96.2	48.7' RT
13+11.2	47.0' RT
12+16.7	44.9' RT
13+34.5	52.1' RT
SP1-14	OFFSET
13+31.5	103.3' LT
13+33.7	96.6' LT
13+43.8	90.1' LT
13+41.7	50.2' LT
13+59.4	31.6' LT
SP1-1	OFFSET
12+68.5	21.1' LT
12+61.2	45.1' LT
12+50.4	61.4' LT
13+00.6	101.7' LT
13+14.6	110.9' LT
13+26.9	109.2' LT
SP1-2	OFFSET
13+31.5	103.3' LT
13+33.7	96.6' LT
13+43.8	90.1' LT
13+41.7	50.2' LT
13+59.4	31.6' LT
SP1-3	OFFSET
11+91.8	20.3' RT
11+93.6	37.4' RT
12+05.8	56.8' RT
SP1-4	OFFSET
13+40.4	54.4' RT
13+84.1	21.0' RT



FILE NAME	c:\users\haukapa\pwwsddtd0178582(4)\XL5847_PS_SP.dgn	REGION NO.	10	STATE	WASH	FED-AID PROJ.NO.	
TIME	8:11:59 AM	JOB NUMBER		CONTRACT NO.			
DATE	5/20/2022	LOCATION NO.					
PLOTTED BY	haukapa						
DESIGNED BY	A. YU						
ENTERED BY	D. NEVAREZ						
CHECKED BY	E.SHIH						
PROJ. ENGR.	A. EMERSON						
REGIONAL ADM.	M. COTTEN						
REVISION							
DATE							
BY							
PLANT REF NO	SP1	Washington State Department of Transportation		SR 516 BARNES CREEK FISH PASSAGE		SITE PREP/TEC PLAN	
SHEET	8	P.L.E. STAMP BOX		P.L.E. STAMP BOX		P.L.E. STAMP BOX	
OF	36						
SHEETS							

PS&E JOB NO: 22A015  
 CONTRACT NO: 000000  
 WORK ORDER#: XL5847

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
 ESTIMATES AND BIDS ANALYSIS SYSTEM  
 \*\*\* PRELIMINARY ESTIMATE - BY GROUP \*\*\*

DATE: 06/30/2022 PAGE: 1  
 TIME: 14:55 VER: 2  
 DOT\_RGG300

**Exhibit C**  
**GCB 3395**  
**Amendment No. 1**  
 Page 1 of 4

GROUP NO : 1

PROGRAM ITEM NUMBER : 151601A  
 CONSTR. TYPE CODE : K000  
 PROGRAM CODE : I4  
 STATE ROUTE(S) : 516  
 COUNTY : KING  
 CONTROL SECTION/SALES TAX : 176301 / 0.00%

BARNES CREEK FISH PASSAGE

SAFETY CLASS CODE :  
 FUND NO: 1 PARTICIPANT: FEDERAL  
 FUND NO: 1 PARTICIPANT: GCB-3395

PARTICIPATION PERCENT: 50.00% MAX AMOUNT:  
 PARTICIPATION PERCENT: 100.00% MAX AMOUNT:

ITEM STD. NO. NO.	ITEM DESCRIPTION	UNIT MEAS	UNIT PRICE	QUANTITY	AMOUNT
1	0001 MOBILIZATION	L.S.			191,331.82
2	0025 CLEARING AND GRUBBING	ACRE	49,545.0000	0.16	7,927.20
3	0050 REMOVAL OF STRUCTURES AND OBSTRUCTIONS	L.S.			9,468.60
4	EARTHWORK	L.S.			466,812.99
5	1030 DITCH EXCAVATION INCL. HAUL	C.Y.	110.1000	2.00	220.20
6	1093 STREAMBED SEDIMENT	TON	88.0800	284.00	25,014.72
7	0900 STREAMBED COBBLES 4 IN.	TON	88.0800	284.00	25,014.72
8	0901 STREAMBED COBBLES 6 IN.	TON	88.0800	142.00	12,507.36
9	0902 STREAMBED COBBLES 8 IN.	TON	176.1600	3.00	528.48
10	0909 STREAMBED BOULDER FOUR MAN	EACH	550.5000	6.00	3,303.00
11	3075 TEMPORARY STREAM DIVERSION	L.S.			55,050.00
12	3076 FISH EXCLUSION	EST.			5,505.00
13	3091 CATCH BASIN TYPE 1	EACH	2,642.4000	1.00	2,642.40
14	3151 TESTING STORM SEWER PIPE	L.F.	22.0200	38.00	836.76
15	3541 SCHEDULE A STORM SEWER PIPE 12 IN. DIAM.	L.F.	110.1000	38.00	4,183.80
26	4335 CONTRACTOR DESIGNED BURIED STRUCTURE NO. 1	L.S.			580,227.00
27	4410 BRIDGE RAILING TYPE CHAIN LINK PIPE RAILING	L.F.	242.2200	100.00	24,222.00
28	5100 CRUSHED SURFACING BASE COURSE	TON	73.7700	350.00	25,819.50
29	5711 PLANING BITUMINOUS PAVEMENT	S.Y.	55.5000	40.00	2,220.00
30	5767 HMA CL. 1/2 IN. PG 58H-22	TON	231.2100	370.00	85,547.70
31	5830 JOB MIX COMPLIANCE PRICE ADJUSTMENT	CALC			2,570.00
32	5835 COMPACTION PRICE ADJUSTMENT	CALC			1,710.00

SR 516  
 BARNES CREEK  
 FISH PASSAGE  
 22A015

PS&E JOB NO: 22A015  
 CONTRACT NO: 000000  
 WORK ORDER#: XL5847

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
 ESTIMATES AND BIDS ANALYSIS SYSTEM  
 \*\*\* PRELIMINARY ESTIMATE - BY GROUP \*\*\*

DATE: 06/30/2022 PAGE: 2  
 TIME: 14:55 VER: 2  
 DOT\_RGG300

**Exhibit C**  
**GCB 3395**  
**Amendment No. 1**  
 Page 2 of 4

GROUP NO : 1

ITEM NO.	STD. NO.	ITEM DESCRIPTION	UNIT MEAS	UNIT PRICE	QUANTITY	AMOUNT
33		5837 ASPHALT COST PRICE ADJUSTMENT	CALC			300.00
34		6516 CYCLIC DENSITY PRICE ADJUSTMENT	CALC			-1.00
35		6403 ESC LEAD	DAY	203.6900	15.00	3,055.35
36		6471 INLET PROTECTION	EACH	165.1500	2.00	330.30
37		6500 COMPOST SOCK	L.F.	17.6200	1,040.00	18,324.80
38		6490 EROSION/WATER POLLUTION CONTROL	EST.			55,050.00
39		6550 PLANT SELECTION SITKA WILLOW, LIVE STAKE	EACH	7.7100	74.00	570.54
40		6550 PLANT SELECTION RED-OSIER DOGWOOD, LIVE STAKE	EACH	7.7100	27.00	208.17
41		6550 PLANT SELECTION PACIFIC WILLOW, LIVE STAKE	EACH	7.7100	27.00	208.17
42		6550 PLANT SELECTION DOUGLAS SPIREA, LIVE STAKE	EACH	7.7100	47.00	362.37
43		6550 PLANT SELECTION SLOUGH SEDGE, #1 CONT.	EACH	14.3100	12.00	171.72
44		6550 PLANT SELECTION LADY FERN, #1 CONT.	EACH	14.3100	12.00	171.72
45		6550 PLANT SELECTION SMALL FRUITED BULLRUSH, #1 CONT.	EACH	14.3100	12.00	171.72
46		6553 FASCINES	L.F.	27.5300	122.00	3,358.66
47		6483 FINE COMPOST	S.Y.	12.1100	321.00	3,887.31
48		6530 SOIL AMENDMENT	S.Y.	8.8100	693.00	6,105.33
49		6580 BARK OR WOOD CHIP MULCH	S.Y.	11.0100	1,158.00	12,749.58
50		6630 HIGH VISIBILITY FENCE	L.F.	5.5100	380.00	2,093.80
51		6455 EROSION CONTROL BLANKET	S.Y.	13.2100	200.00	2,642.00
52		HIGH VISIBILITY STAKING	L.F.	4.5100	290.00	1,307.90
53		TEMPORARY STREAM DEWATERING	L.S.			66,060.00
54		LARGE WOODY MATERIAL (LWM) TYPE A	EACH	3,303.0000	6.00	19,818.00
55		LARGE WOODY MATERIAL (LWM) TYPE B	EACH	3,303.0000	10.00	33,030.00
56		LARGE WOODY MATERIAL (LWM) TYPE C	EACH	3,303.0000	10.00	33,030.00
57		LARGE WOODY MATERIAL (LWM) TYPE D	EACH	1,321.2000	3.00	3,963.60
58		COMPOST SOCK FOR SOIL STABILIZATION	L.F.	15.4100	225.00	3,467.25
59		SOIL DECOMPACTION	S.Y.	11.0100	107.00	1,178.07
60		6757 BEAM GUARDRAIL TYPE 31	L.F.	77.0700	226.00	17,417.82
61		6719 BEAM GUARDRAIL TYPE 31 NON-FLARED TERMINAL	EACH	6,055.5000	1.00	6,055.50
62		6766 BEAM GUARDRAIL ANCHOR TYPE 10	EACH	2,422.2000	1.00	2,422.20
63		6832 FLEXIBLE GUIDE POST	EACH	117.8100	5.00	589.05

SR 516  
 BARNES CREEK  
 FISH PASSAGE  
 22A015

PS&E JOB NO: 22A015  
 CONTRACT NO: 000000  
 WORK ORDER#: XL5847

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
 ESTIMATES AND BIDS ANALYSIS SYSTEM  
 \*\*\* PRELIMINARY ESTIMATE - BY GROUP \*\*\*

DATE: 06/30/2022 PAGE: 3  
 TIME: 14:55 VER: 2  
 DOT\_RGG300

**Exhibit C**  
**GCB 3395**  
**Amendment No. 1**  
 Page 3 of 4

GROUP NO : 1

ITEM STD. NO. NO.	ITEM DESCRIPTION	UNIT MEAS	UNIT PRICE	QUANTITY	AMOUNT
64	6807 PLASTIC LINE	L.F.	7.7100	640.00	4,934.40
65	6881 PLASTIC DRAINAGE MARKING	EACH	226.8100	4.00	907.24
66	6884 RAISED PAVEMENT MARKER TYPE 2	HUND	8,741.9400	0.04	349.68
67	6971 PROJECT TEMPORARY TRAFFIC CONTROL	L.S.			159,094.50
68	6895 TEMPORARY PAVEMENT MARKING-SHORT DURATION	L.F.	5.5100	1,072.00	5,906.72
69	7003 TYPE B PROGRESS SCHEDULE	L.S.			11,010.00
70	7006 STRUCTURE EXCAVATION CLASS B INCL. HAUL	C.Y.	44.0400	17.00	748.68
71	7008 SHORING OR EXTRA EXCAVATION CLASS B	S.F.	2.2000	140.00	308.00
73	7037 STRUCTURE SURVEYING	L.S.			8,257.50
74	7038 ROADWAY SURVEYING	L.S.			11,010.00
75	7047 MONUMENT CASE, COVER, AND PIPE	EACH	1,651.5000	1.00	1,651.50
76	9605 CONNECTION TO DRAINAGE STRUCTURE	EACH	1,321.2000	1.00	1,321.20
77	3110 LOCKING SOLID METAL COVER AND FRAME FOR CATCH BASIN	EACH	660.6000	1.00	660.60
78	7350 CLEANING EXISTING DRAINAGE STRUCTURE	L.S.			550.50
79	7715 FORCE ACCOUNT STREAMBED SAND	EST.			11,010.00
80	7715 FORCE ACCOUNT HERBICIDE APPL. PRIOR TO SELECTIVE CLEARING	EST.			1,651.50
81	7715 FORCE ACCOUNT SELECTIVE CLEARING	EST.			2,202.00
82	7715 FORCE ACCOUNT ADDITIONAL STREAM RESTORATION	EST.			5,505.00
83	7715 FORCE ACCOUNT POTHOLING UTILITIES	EST.			33,030.00
84	7480 ROADSIDE CLEANUP	EST.			11,010.00
86	7728 MINOR CHANGE	CALC			-1.00
87	7732 AGGREGATE COMPLIANCE PRICE ADJUSTMENT	CALC			-1.00
88	7736 SFCC PLAN	L.S.			2,752.50
89	7530 CONSTRUCTION GEOTEXTILE FOR SEPARATION	S.Y.	11.0100	22.00	242.22

**GROUP 1 BASE SUBTOTAL : 2,104,874.92 \***

PS&E JOB NO: 22A015  
CONTRACT NO: 000000  
WORK ORDER#: XL5847

**Exhibit C**  
**GCB 3395**  
**Amendment No. 1**  
Page 4 of 4

WASHINGTON STATE DEPARTMENT OF TRANSPORTATION  
ESTIMATES AND BIDS ANALYSIS SYSTEM  
\*\*\* PRELIMINARY ESTIMATE - BY GROUP \*\*\*  
GROUP NO : 1

DATE: 06/30/2022 PAGE: 4  
TIME: 14:55 VER: 2  
DOT\_RGG300

CONTINGENCIES 4.00%  
ENGINEERING 22.00%

84,195.00  
463,072.48  

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**2,652,142.40 \*\*\***

**GROUP 1 TOTAL**

SR 516  
BARNES CREEK  
FISH PASSAGE  
22A015

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GCB 3395

This Agreement is made and entered into between the Washington State Department of Transportation, hereinafter "WSDOT," and Des Moines, Washington, hereinafter the "City," collectively the "Parties" and individually the "Party."

**RECITALS**

1. The Parties previously entered into GCB 2959, an interlocal agreement, that was executed on April 25, 2018.
2. The Parties desire to supersede GCB 2959 to update the language and cost estimate by entering into this GCB 3395 Agreement, hereinafter the "Agreement."
3. WSDOT is carrying out the SR 516 Barnes Creek Fish Passage Project, hereinafter the "Project," in WSDOT's SR 516 right of way, hereinafter "SR 516 right of way," as shown in Exhibit A. The existing culvert at Barnes Creek on SR 516, which is located within the city limits of Des Moines, is in need of replacement and has been identified as a fish passage barrier by the Washington Department of Fish and Wildlife (WDFW ID 991191). The new replacement culvert constructed by the Project will provide improved fish passage for a number of species. Once completed, the new culvert will fulfill a requirement of Federal Injunction C70-9213: "Permanent Injunction Regarding Culvert Correction."
4. The Parties have agreed that the City will make a contribution to the Project on a fifty (50) percent cost basis.
5. The Project is in the public's best interest because the new culvert will maintain structural support for the highway and improve fish habitat.

NOW, THEREFORE, pursuant to RCW 47.28.140, the above recitals that are incorporated herein as if fully set forth below, and in consideration of the terms, conditions, covenants and performances contained herein, and the attached Exhibit A and Exhibit B that are incorporated herein by this reference,

**IT IS MUTUALLY AGREED AS FOLLOWS:**

**1. CONTRIBUTION**

- 1.1 In consideration of the faithful performance by WSDOT of the work for the Project, hereinafter the "Work," the City shall pay a contribution to WSDOT of fifty (50) percent of the total actual cost.

1.2 The Work for the Project's design phase, including Preliminary Engineering and Right of Way, is estimated to cost a total of One Million One Hundred Fifty One Thousand Six Hundred Ninety Six Dollars (\$1,151,696), as shown in Exhibit B. The City's contribution for the design phase Work is Five Hundred Seventy Five Thousand Eight Hundred Forty Eight Dollars (\$575,848, which is 50 percent of \$1,151,696). The City shall make its contribution payments in accordance with Section 2 of this Agreement.

**2. PAYMENT**

2.1 WSDOT shall provide monthly invoices to the City for the City's fifty (50) percent contribution for the actual costs of the Work performed. Upon receipt of a detailed, itemized invoice from WSDOT, the City shall make payment to WSDOT within sixty (60) calendar days. All sums due from the City to WSDOT and not paid within sixty (60) calendar days of the date of invoice shall bear interest at the rate of twelve percent (12%) per annum, or the highest rate of interest allowable by law, whichever is greater; provided that, if the highest rate allowable by law is less than twelve percent (12%), interest charged hereunder shall not exceed that amount. Interest shall be calculated from the sixty-first calendar day until the date paid. If the City objects to all or any portion of an invoice it shall notify WSDOT within twenty (20) calendar days from the date of receipt and shall pay only that portion of the invoice not in dispute. WSDOT and the City shall make every effort to settle the disputed portion, and if necessary utilize dispute resolution as provided for in Section 5.6 of this Agreement. No interest shall be due on any portion of an invoice the City is determined not to owe following settlement between the Parties or completion of dispute resolution process.

**3. EXTRA WORK**

3.1 In the event that unforeseen conditions require an increase above the total cost estimated for the Work, the Parties agree to a twenty (20) percent contingency.

3.2 If costs for the Project's design phase Work exceed the total cost estimate, as shown in Exhibit B, then the City shall make additional payment to WSDOT in an amount up to and including One Hundred Fifteen Thousand One Hundred Seventy Dollars (\$115,170, rounded up from \$115,169.6, which is 20 percent of the City's \$575,848 contribution). The maximum amount of the City's contribution for the design phase Work is Six Hundred Ninety One Thousand Eighteen Dollars (\$691,018, the sum of \$575,848 and \$115,170). If costs for the design phase Work exceed the cost estimate by more than 20 percent then this Agreement may be amended by the Parties to cover said increase in cost.

**4. PARTY REPRESENTATIVES**

4.1 For all communications under this Agreement the Parties designate the following representatives:

<b>City of Des Moines</b>	<b>Washington State Department of Transportation</b>
Brandon Carver, PE, PTOE Public Works Director City of Des Moines 21630 11 <sup>th</sup> Avenue South Des Moines, WA 98198 206.870.6543 <a href="mailto:BCarver@desmoineswa.us">BCarver@desmoineswa.us</a>	Norene Pen Project Engineer Washington State Department of Transportation 15700 Dayton Avenue North PO BOX 330310 Seattle, WA 98133 206.440.4612 <a href="mailto:PenN@wsdot.wa.gov">PenN@wsdot.wa.gov</a>

4.2 A Party may designate an alternative representative and in this event shall notify the other Party in writing, which includes communication by email.

**5. GENERAL PROVISIONS**

5.1 Superseded: Upon execution of this Agreement, the Parties agree that interlocal agreement GCB 2959 shall be superseded by this Agreement.

5.2 Amendment: This Agreement may be amended or modified only by the mutual agreement of the Parties. Such amendments or modifications shall not be binding unless they are in writing and signed by persons authorized to bind each of the Parties.

5.3 Term of Agreement: Unless otherwise provided herein, the term of this Agreement shall commence as of the date this Agreement is executed by the Party's date last signed below.

5.4 Termination:

5.4.1 This Agreement shall be terminated if both Parties agree, in writing, to terminate the Agreement by those authorized to bind each Party.



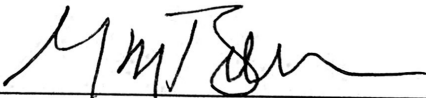
- 5.4.2 This Agreement shall be terminated upon (a) completion of the Work and (b) all payments have been made as authorized by this Agreement.
- 5.4.3 If any of the funding allocated to WSDOT for the Project is withdrawn, WSDOT may, at its sole discretion, a) give written notice to the City that the Project shall continue within a narrowed scope of Work with an associated decrease in the City's total contribution amount, or b) give written notice to the City that the Project shall terminate. If WSDOT gives the City written notice of termination pursuant to this Section 5.4.3 then this Agreement shall terminate thirty (30) calendar days from the day the City receives the notice or upon the City's final payment to WSDOT for Work completed *prior* to the City's receipt of notice, whichever is later.
- 5.4.4 If any of the funding allocated to the City for the Project is withdrawn by an outside funding source, the City may, at its sole discretion, give written notice to WSDOT that the City's further contribution to the Project shall terminate. The Parties may confer about narrowing the scope of Work and if they agree the City's contribution to the Project shall continue but at a level commensurate with the narrowed scope. If the Parties are unable to reach agreement then this Agreement shall terminate thirty (30) calendar days from the day WSDOT receives the City's written notice of termination pursuant to this Section 5.4.4 or upon the City's final payment to WSDOT for Work completed *prior* to WSDOT's receipt of notice, whichever is later.
- 5.4.5 Any termination of this Agreement shall not prejudice any rights or obligations accrued to the Parties prior to termination.
- 5.5 Indemnification and Waiver: The Parties shall protect, defend, indemnify, and hold harmless each other and their officers, officials, employees and/or authorized agents, while acting within the scope of their employment as such, from any and all costs, claims, judgments, and/or awards of damages (both to persons and/or property), arising out of, or in any way resulting from, each Party's obligations to be performed pursuant to the provisions of this Agreement. The Parties shall not be required to indemnify, defend or hold harmless the other Party if the claim, suit, or action for injuries, death, or damages (both to persons and/or property) is caused by the sole negligence of the other Party. Where such claims, suits, or actions result from the concurrent negligence of the Parties, their officers, officials, employees and/or authorized agents, or involve those actions covered by RCW 4.24.115, the indemnity provisions provided herein shall be valid and enforceable only to the extent of the negligence of the indemnifying Party, its officers, officials, employees and/or authorized agents. The Parties agree that their obligations under this section extend to any claim, demand and/or cause of action brought by, or on behalf of, any

of their officers, officials, employees and/or authorized agents. For this purpose only, **the Parties, by mutual negotiation, hereby waive**, with respect to each other only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. This indemnification and waiver shall survive the expiration or termination of this Agreement.

- 6.6 Disputes: In the event that a dispute arises under this Agreement, it shall be resolved as follows: WSDOT and the City agree to negotiate to resolve any issues. Should such negotiations fail to produce a satisfactory resolution within one hundred eighty (180) days, WSDOT and the City shall each appoint a member to a disputes board. These two members shall select a third board member not affiliated with either Party. The three-member board shall conduct a dispute resolution hearing that shall be informal and unrecorded. An attempt at such dispute resolution in compliance with the aforesaid process shall be a prerequisite to the filing of any litigation concerning the dispute. Each Party shall be responsible for its own costs and fees. The Parties agree to share equally in the cost of the third disputes board member.
- 6.7 Venue: In the event that either Party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the Parties agree that any such action or proceedings shall be brought in Thurston County Superior Court. Further, the Parties agree that each shall be solely responsible for payment of its own attorney's fees, witness fees, and costs.
- 6.8 Audits/Records: All records for the Project in support of all costs incurred shall be maintained by WSDOT and the City for a period of six (6) years from the date of termination of this Agreement or the date of any final payment authorized under this Agreement, whichever is later. Each Party shall have full access to and right to examine said records of the other Party, during normal business hours and as often as it deems necessary. Should a Party require copies of any records it agrees to pay the reasonable costs thereof. The Parties agree the Work performed herein is subject to audit by either or both Parties and/or their designated representatives, and/or the State of Washington and/or the federal government.
- 6.9 Severability: Should any section, term or provision of this Agreement be determined to be invalid, the remainder of this Agreement shall not be affected and the same shall continue in full force and effect.
- 6.10 Calendar Day: Calendar day means any day on the calendar including Saturday, Sunday or a legal local, state, or federal holiday.

6.11 **Independent Contractor:** Parties shall be deemed an independent contractor for all purposes, and the employees of each Party or any of its contractors, subcontractors, consultants, and the employees thereof, shall not in any manner be deemed to be employees of the other Party.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Party's date last signed below.

<b>City of Des Moines</b>	<b>Washington State Department of Transportation</b>
<u>Sign and Date:</u> 	<u>Sign and Date:</u>  11/2/2020
Michael Matthias City Manager 10-26-2020	Amir Rasaie Assistant Regional Administrator SnoKing Design – NW Region
<b>Approved as to Form City of Des Moines</b>	<b>Approved as to Form Washington State Department of Transportation</b>
<u>Sign and Date:</u>  <u>/s/ Timothy George 10.23.2020</u>	<u>Sign and Date:</u> 10-28-2020 
Attorney for City of Des Moines	Guy M. Bowman Assistant Attorney General







**COST ESTIMATE FOR PRELIMINARY ENGINEERING AND REAL ESTATE/RIGHT OF WAY**

SR: 516  
 Title: Barnes Creek Fish Passage  
 WIN: A51601A  
 PIN: 151601A

MP: 0.41

Date: 9/01/2020  
 By: Ellen Shih

**Exhibit B**  
 GCB 3395  
 Page 1 of 1

I4 - Environmental Retrofit, Fish Passage	Budgeted Total Cost
<b>Preliminary Engineering</b>	
General Project Management	\$ 370,167.3
Environmental Review and Permitting	\$ 116,356.5
Bridge and Structures	\$ 3,000.0
Project Development	\$ 562,172.5

Subtotal for Percentages

Preliminary Engineering Total:	\$ 1,051,696
Right of Way Total:	4 TCE @ \$25K each \$ 100,000
<b>Total</b>	<b>\$ 1,151,696</b>

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**CITY OF DES MOINES  
2022-2027 CAPITAL IMPROVEMENT PLAN  
(Amount in Thousands)**

Barnes Crk/Kent-Des Moines Rd Culvert

Project #

451,804

**Summary Project Description:**

Project improvements will include the installation of 80 to 100 feet of 48-inch or 60-inch diameter culvert or possibly the construction of a box culvert, depending on the method of construction and current fisheries requirements. Due to the depth of culvert and the high traffic of Kent-Des Moines Road, use of boring or other trench-less technology will be explored. The dramatic elevation change from upstream to downstream and the need to moderate velocity for fish passage may require that a special energy dissipater and/or fish ladder be installed at the culvert outlet.

**CIP Category:** Surface Water Management

**Managing Department:** Plan, Build & PW Admin

**Justification/Benefits:** This culvert replacement is needed to convey peak predicted flows without flooding Kent-Des Moines Road. At this point a new 42- to 48-inch reinforced concrete pipe culvert is planned to replace the existing undersized culvert. However, the new pipe size will need to be designed to meet current Hydraulic Code to allow both high- and low-flow fish passage. An energy dissipater will be included at the downstream end of the culvert (with a fish ladder). This project was identified in the Lower Massey Creek Basin Plan and Alternative Analysis. A culvert survey made in 2015 indicated the existing culvert is in poor condition.

**PROJECT SCOPE**

Expenditures	Current Budget	Requested Change	Total Budget
Design	606	15	621
Land & Right of Way	50	-	50
Construction	1,600	461	2,061
Contingency	739	(327)	412
<b>Total Expenditures</b>	<b>2,995</b>	<b>149</b>	<b>3,144</b>

**ANNUAL ALLOCATION**

Project to Date 12/31/20	Scheduled Year 2021	Plan Year				
		2022	2023	2024	2025	2026
461	160	-	-	-	-	-
-	50	-	-	-	-	-
301	-	1,760	-	-	-	-
-	115	297	-	-	-	-
<b>762</b>	<b>325</b>	<b>2,057</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**Funding Sources**

Current Budget	Requested Change	Total Budget
Surface Water Utility	64	3,059
SWM Capital Fund Balance	22	22
Storm Drain Hook Up Fees	63	63
<b>Total Funding</b>	<b>149</b>	<b>3,144</b>

**ANNUAL ALLOCATION**

Project to Date 12/31/20	Scheduled Year 2021	Plan Year				
		2022	2023	2024	2025	2026
677	325	2,057	-	-	-	-
22	-	-	-	-	-	-
63	-	-	-	-	-	-
<b>762</b>	<b>325</b>	<b>2,057</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**OPERATING IMPACT**

Operating Impact	2021	2022	2023	2024	2025	2026	2027
Revenue	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-
<b>Net Impact</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**ANNUAL OPERATING IMPACT**

Operating Impact	2021	2022	2023	2024	2025	2026	2027
Revenue	-	-	-	-	-	-	-
Expenses	-	-	-	-	-	-	-
<b>Net Impact</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

\*The draft 2022-2028 six-year CIP includes shifting the available funding from 2022 to 2023.

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**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Kent-Des Moines Road and 16<sup>th</sup> Avenue  
South Pipe Project: 2022-2023 Consultant On-Call  
Agreement for Engineering Services

FOR AGENDA OF: August 4, 2022

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: July 28, 2022

ATTACHMENTS:

- 1. 2022-2023 On-Call General Civil Engineering Services, KPG Psomas, Inc. Task Order Assignment 2022-01
- 2. SWM CIP Project Worksheet

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *[Signature]*

- Legal /s/ TG
- Finance *Burke*
- Courts \_\_\_\_\_
- Police \_\_\_\_\_

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

**Purpose and Recommendation**

The purpose of this agenda item is to seek City Council approval for Task Order Assignment 2022-01 with KPG Psomas, Inc. (Attachment 1) that will provide design and permitting services associated with the the Kent-Des Moines Road and 16<sup>th</sup> Avenue South Pipe Project. The following motion will appear on the Consent Calendar:

**Suggested Motion**

**Motion:** "I move to approve the Task Order Assignment 2022-01 with KPG Psomas, Inc., that will provide design and permitting services for the Kent-Des Moines Road and 16<sup>th</sup> Avenue South Pipe Project in the amount of \$204,483.92, and authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted."

**Background**

The Kent-Des Moines Road and 16<sup>th</sup> Avenue South Pipe Project is a high-priority project identified in the 2015 SWM Comprehensive Plan. The project is located at the north leg of 16<sup>th</sup> Avenue South as it intersects with Kent-Des Moines Road. The limits of the project extend east of this intersection along the north side of Kent-Des Moines Road, across the intersection following the existing storm undercrossing, through a public easement south of the intersection, before ending at the existing storm outfall to Massey Creek. The ditch and piped system at this intersection and outfall to Massey creek is insufficient to convey a 25-year storm and results in runoff to overflow across Kent-Des Moines Road and towards downstream properties.

**Discussion**

The Kent-Des Moines Road and 16<sup>th</sup> Avenue South Pipe Project proposed to install approximately 350 feet of new 24” storm pipe, 210 feet of new 36” storm pipe, and 5 storm manholes. This will replace the existing undersized and aging storm system within the project limits. Due to the project’s vicinity to Massey Creek, multiple environmental permits may be required and will be the highest schedule risk to the project. By removing the roadside ditch within the project limits and expanding the roadway shoulder, there is an added benefit of safety for motorized and non-motorized roadway users.

The proposed task assignment with KPG Psomas will provide hydrologic analysis, engineering design, environmental services and permitting, and the final documents for public construction bidding. Advertisement for construction bids and construction is anticipated in 2023.

**Financial Impact**

The City’s CIP Budget includes revenues to achieve full project funding (Attachment 2).

**Alternative**

The City Council could elect not to approve the Task Assignment with KPG Psomas, Inc. for engineering services. The City does not have adequate staff resources to complete this work in house and this will cause project delay.

**Recommendation**

Staff recommends adoption of the motion.

## Formal Task Assignment Document

Task Number #1

Task Order # KPG 21121W1

The general provisions and clauses of Agreement 2021-2022 On-Call General Civil Engineering Services shall be in full force and effect for this Task Assignment

Location of Project: Kent-Des Moines Road/16<sup>th</sup> Avenue South

Project Title: Kent-Des Moines Road and 16<sup>th</sup> Avenue South Pipe Project

Maximum Amount Payable Per Task Assignment: (See Exhibit A) \$204,483.92

Completion Date: January 31, 2023

Description of Work: (See Exhibit A) – This task order will develop a design solution that will improve the existing drainage systems from KDM to the existing outfall to Massey Creek. This work includes a drainage investigation, pipe capacity analysis, alternative analysis, and final design. Survey and basemapping of roadway and the above property as well as environmental review will also be included to support the design and necessary permits.

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

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

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

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

## EXHIBIT A

### City of Des Moines South Kent - Des Moines Road / 16<sup>th</sup> Avenue South Pipe Replacement Stormwater Improvement Project

KPG Psomas, Inc.  
Scope of Work  
July 5<sup>th</sup>, 2022

#### Purpose

During large storm events the capacity of the existing drainage system along Kent-Des Moines Road (KDM) is exceeded causing runoff to overflow across KDM and flood the downstream property (Parcel No. 1722049112). The existing public storm drainage system continues onto that property (located within a public drainage easement) and outfalls into Massey Creek (which also runs through that property). This project is listed under the City of Des Moines 2021-2026 Capital Improvement Plan Project No. 451.843.

This task order will develop a design solution that will improve the existing drainage systems from KDM to the existing outfall to Massey Creek. This work includes a drainage investigation, pipe capacity analysis, alternative analysis, and final design. Survey and basemapping of roadway and the above property as well as environmental review will also be included to support the design and necessary permits.

The Project is broken down into three different areas as defined as follows:

1. KDM – roadside ditch fill 270 LF North side of KMD 16<sup>th</sup> to the east.
2. KDM Crossing – roadway crossing 100 LF from north side of KDM south to bottom of slope
3. Easement – 210 LF from bottom of slope west, then south across driveway to Massey Creek.

The specific tasks to be performed as part of this scope of work include:

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

- 1.1 Provide overall project management including:
  - Project staff management and coordination
  - Subconsultant management and coordination
  - Prepare and update project schedule
  - Schedule and budget monitoring
- 1.2 Coordinate with City staff:
  - Meeting with City staff to discuss preliminary design alternatives
- 1.3 Provide QA / QC reviews by senior staff of deliverables prior to submittal to the City.

#### Task 1 Deliverables:

- Monthly progress reports and invoicing
- Meeting agendas and minutes including a summary of decisions made / needed resulting from design coordination meetings.



## **Task 2 Survey and Base Mapping**

**Project Limits** – The intersection of Kent Des Moines Road (KDM) and 16<sup>th</sup> Avenue South extending 200 feet in both directions past the intersection on KDM. Lateral limits shall be from right of way to right of way and fifty feet down 16<sup>th</sup> Avenue S. The mapping includes private property at 1457 S Kent Des Moines Road (Parcel No. 1722049112) and Massey Creek located on that property. Lateral limits for private property survey are the north, south, and east (adjacent to KDM) lot lines and 25-feet west of Massey Creek's Ordinary High-Water Mark (OHWM) as delineated by Widener and Associates under Task 4.

- 2.1 The Consultant shall establish horizontal and vertical control points along the corridor and within the project limits described above. Basis of control will be NAD 83/2011 for the horizontal datum and NAVD 88 for vertical. Approximately 6 control points will be established and will be made available for use during construction. The Consultant will locate, field survey, and calculate positions for all monuments and control points throughout the project limits, using the Washington State plane coordinate system. Conventional or GPS surveying methods will be used on this project. Monuments or corners to be located and field surveyed include the following:
  - Section Corners
  - Side street monuments
  - Monuments
- 2.2 Field survey of planimetric features and utilities. Field survey will include building faces, building corners, pavement edges, signs, significant trees, curbs, sidewalks, utility poles, signal poles, gravity utility invert elevations at key locations, critical area boundaries/or wetland areas (delineated by field flagging by others), buffers, stream delineation, and OHWM (as delineated by others), areas and other surface features with-in the mapping area as describe above.
- 2.3 The Consultant shall subcontract with a locate company to paint all utility locations within the project corridor so that they can be surveyed. The Consultant shall conduct field survey to locate paint marks at 50-ft intervals and surface feature (valves, manholes, catch basins, junction boxes, vaults). Irrigation systems will not be included. The Consultant will prepare a utility base map from this information. While every reasonable effort will be made by KPG Psomas to depict the location of underground utilities based on utility locates, KPG Psomas is not liable for errors or omissions by utility locators or erroneous or insufficient information shown on utility record drawings
- 2.4 The Consultant shall conduct base map preparation to prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD format of the project within the limits described above. One-foot contours will be generated from the DTM.
- 2.5 Research Records. Determine which existing corners and monuments should be field located and surveyed. Locate existing stormwater easement on private property described above.
- 2.6 Calculations for ROW centerline alignment and ROW lines. Using the research information and the survey work described above, calculate location and surveyed corners, roadway features and monuments. The Consultant will determine the centerline alignment within the project limits as defined in this scope. The ROW centerline will be defined geometrically using Washington state plane coordinates and stationing will be assigned to the alignment

Task 2 Assumptions:

- No new property rights will be required.

Task 2 Deliverables:

- Electronic copy of the completed basemap

**Task 3 Preliminary Engineering**

- 3.1 Compile and review data and records from the City, including record drawings, GIS data, and relevant previously-prepared reports. Document the design criteria that will be used to develop and evaluate alternatives.
- 3.2 Perform two site visits (one during a large storm event if possible), including investigation of upstream and downstream drainage conditions.
- 3.3 Perform hydrologic analysis of the upstream drainage basin to determine a design flow rate for pipe capacity sizing from KDM to the existing outfall. Basin analysis will be based on stormwater design manual basin pervious/impervious coverages, no detailed analysis will be performed.
- 3.4 Develop and evaluate alternative designs for realigning the city-owned storm drain on KDM and through the property to the existing outfall.
- 3.5 Develop and evaluate alternative designs for an outfall energy dissipator. Potential alternatives include rock pad, constructing a rock-lined stilling basin, or tee diffuser.
- 3.6 Prepare a preliminary engineering memorandum to document the design criteria, hydrologic analysis, alternatives analysis, preliminary estimates for each alternative, and recommended design solution.
- 3.7 Prepare 30% design plans and cost estimate for the preferred design alternative.

Task 3 Assumptions:

- City will provide record drawings, GIS data, and previously-prepared reports relevant to the project.
- Hydrologic analysis will be performed using the Western Washington Hydrology Model (WWHM), Version 2012
- Outfall and energy dissipator will be designed in accordance with WAC 220-660-260, as required by WDFW.
- The City will review the draft Preliminary Engineering Memorandum and select a preferred design alternative prior to preparing 30% plans and estimate.

Task 3 Deliverables:

- Draft Preliminary Engineering Memorandum, electronic pdf format
- Preliminary Engineering Memorandum, electronic pdf format
- 30% Plans (½ size) & estimate, electronic pdf format

**Task 4 Environmental Services (see attached)**

## **Task 5 Final Design PS&E**

5.1 The Consultant shall prepare Plans, Specifications, and Engineers Estimate (PS&E). It is anticipated that the PS&E package will include the following:

### PLANS (60%, 90%, Bid)

Cover sheet (1)  
Legend and abbreviations (1)  
TESC & Site preparation plan (2-KMD, Easement)  
Storm drainage plan and profile (2-KMD, Easement)  
Slope stabilization (1)  
Site restoration plan/plan (2-KMD, Easement)  
Stream outfall/restoration plan (1)  
Details – roadway/storm (2)  
Details - stream restoration (1)

### SPECIFICATIONS (90% & Bid)

- a. Bid Documents
- b. Contract Documents
- c. Amendments to the Standard Specifications
- d. Special Provisions
- e. Standard Plans
- f. Prevailing Wage Rates
- g. RCW 19.122

### Task 5 Assumptions:

- No grant funding (State or Federal)
- WSDOT Standard Specifications and Standard Plans will be referenced on the Plan sheets for all proposed improvements.
- Structural engineering services, if needed, will be provided by a subconsultant to KPG Psomas. An allowance has been included in the budget.

### Task 5 Deliverables:

- 60%, 90% & Final Plans (½ size) & estimate, electronic pdf file and 5 hard copies
- Final Bid Documents, electronic pdf file and 5 hard copies

## **Additional Services**

The City may require additional services of the Consultant in order to advance the project through final design and construction. This work may include items identified in the current task authorizations as well other items, which may include, but are not necessarily limited additional geotechnical investigation, design, permitting, environmental documentation and/or services during construction.

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

**KDM / 16<sup>TH</sup> AVE PIPE REPLACEMENT  
KPG  
Scope of Work  
Task 4 - Environmental Services**

The objective of this project is to replace an existing undersized storm drain and ditches with a 24" pipe and storm drain manholes. Widener & Associates will work with KPG to devise environmental permit strategies for the project.

**Field Work**

Widener will conduct site visits to mark out the boundaries of the critical areas such as wetlands and OHWM of the creek. OHWM is loosely defined as the line on the Bank established by the fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the Bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, the presence of litter and debris, or other appropriate means that consider the characteristics of the surrounding areas will be determined.

**DELIVERABLES**

- Site visits to conduct the critical areas delineation and mark boundaries in the field.
- Site visit to mark out the OHWM of the creek.

**Critical Areas Report**

The Consultant will prepare a Critical Areas report BEsed on the impacts KPG will provide and the criteria codified in the City of Des Moines code for wetland and/or stream buffers. This plan will include the proposed location mitigation site and a conceptual grading grade and planting plan. The plan will also include propose dead restrictions and detailed maintenance and monitor requirements. The consultant will also provide GIS shape files to be used in the production of the construction drawing set.

**DELIVERABLES**

- Draft Plan
- Final Plan
- Revised Plan per KPG & City Comments

**Design & Agency Coordination**

After the Critical Areas Report is complete input into the formation of project alternatives will be provided to ensure each project alternative includes provisions to minimize impacts to the surrounding environment. This coordination within the various design elements of the project

will identify and incorporate minimization measures early in the alternative development phase of the project and will ensure that an appropriate range of alternatives are developed prior to agency coordination. Widener will assist KPG in presenting the alternatives to the City to identify the regulatory issues associated with each alternative. Once the ideal project has been choosing Widener will reach out the WDFW to coordinate and address concerns they may have.

#### **DELIVERABLES**

- The Consultant's permitting specialist will prepare meeting minutes and memoranda documenting the coordination activities with the WDFW, the City, and KPG as required.

#### **Biological Evaluation (BE)**

A BE will be prepared for the preferred alternative in accordance with USACE guidelines. The following subtasks will be undertaken in preparation of the project BE.

1. Collect available documentation concerning the project activities and pertinent biological information. Biological information will include priority habitat and species data from the Washington State Department of Fish and Wildlife along with rare plant and high-quality ecosystem data from WDNR. This information will be reviewed and a consultation strategy will be developed.
2. Initiate informal consultation with United States Fish and Wildlife Service (USFWS) and National Oceanographic and Atmospheric Administration (NOAA) Fisheries by preparing written requests for lists of endangered, threatened, proposed, and candidate species.
3. Conduct a field reconnaissance to investigate on-site habitat conditions.
4. Make telephone contact with the appropriate resource agency staff for input on species occurrence, habitat use, and potential project impacts.
5. Prepare a draft BE addressing listed species, proposed species, candidate species, species of concern, and critical habitat. The BE will include a project description, a list of species, a description of the species and their habitat, an analysis of project effects, and mitigation recommendations.
6. Provide the draft BE to the City for review and approval.
7. Revise the BE, as appropriate, and submit the final BE to USFWS and NOAA Fisheries for their review, possible negotiation of mitigation measures, and concurrence.
8. Concurrent with Endangered Species Act (ESA) consultation, the Consultant will coordinate with NOAA Fisheries to meet essential fish habitat (EFH) requirements under the Magnuson-Stevens Fishery Conservation and Management Act (MSA), as amended 1996. In doing so, the Consultant will provide NOAA Fisheries with the BE and a cover letter requesting the initiation of consultation, stating the effect determination(s), reasoning behind them, and proposed mitigation measures if any.
9. If NOAA Fisheries responds with advisory EFH conservation recommendations, the Consultant will coordinate with the City and USACE to jointly discuss the recommendations.

10. Formally address and respond to NOAA Fisheries' recommendations within the regulated time frame.

**Deliverable(s)**

- Three copies of a draft BE for review by City with accompanying draft special provisions if required.
- Three copies of a draft BE, incorporating the City's comments, for submittal to USACE.
- Three copies of a revised draft BE, incorporating comments by USACE, for submittal to NOAA Fisheries and USFWS.
- Three copies of a final BE that incorporates NOAA Fisheries and USFWS comments.

**Permits**

Widener will assemble and organize all necessary environmental permit applications to a standard acceptable by the permitting agencies. Permit applications shall include all requested information, such as application forms(JARPA, APPS), all necessary permit drawings, an attachment describing project location, project purpose and need, alternatives considered, and a summary of project impacts. The Consultant Widener shall also provide a draft transmittal letter for submittal of the application by the City. Draft applications, including supporting information, shall be submitted to the City for review and comment. Revised permit applications shall be provided to the City for signature and submittal to permitting agencies. The Consultant shall perform the necessary coordination to obtain the permits. Anticipated permits include the following.

- USACE Section 404 Permit
- WDFW Hydraulic Project Approval
- Critical Areas Plan and Permit

## Exhibit B

**PRIME CONSULTANT COST COMPUTATIONS**

Client: City of Des Moines

Project: South Kent - Des Moines Road / 16th Avenue South Pipe Replacement Stormwater Improvement Project

DATE: July 2022

Task No.	Task Description	Labor Hour Estimate										Total Hours and Labor Fee Estimate by Task		
		Principal	Senior Project Engineer	Project Engineer I	Design Engineer	Survey Manager	Survey Crew II (W/Equip)	Project Surveyor	Senior Survey Technician	Senior CAD Technician	Senior Admin	Hours	Fee	
<b>Task 1 Project Management/Coordination/Administration</b>														
1.1	Project Management	12									12	112	24	\$ 4,632.00
1.2	Coordination with City Staff	8	8										16	\$ 3,624.00
1.3	QA/QC (Preliminary Eng, 60%, 90%, Bid)	8	16										24	\$ 5,056.00
	<b>Task Total</b>	<b>28</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>112</b>	<b>64</b>	<b>\$ 13,312.00</b>
<b>Task 2 Survey and Basemapping</b>														
2.1	Survey Control												6	\$ 1,428.00
2.2	Field Survey					1							21	\$ 5,006.00
2.3	Utility Locate						4						4	\$ 952.00
2.4	Basemapping					1							31	\$ 4,086.00
2.5	Records Research									4			4	\$ 620.00
2.6	ROW and Property Lines									4			6	\$ 876.00
	<b>Task Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>30</b>	<b>8</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>72</b>	<b>\$ 12,968.00</b>
<b>Task 3 Preliminary Engineering</b>														
3.1	Records Review	1	2		2								5	\$ 884.00
3.2	Site Visits	2	4		4								10	\$ 1,768.00
3.3	Hydrologic & Hydraulic Modeling		4		32								36	\$ 4,748.00
3.4	Alternative Analysis for Conveyance	2	4		16								22	\$ 3,280.00
3.5	Alternative Analysis for Outfall	2	12		12								26	\$ 4,208.00
3.6	Technical Memorandum	2	8		32							4	46	\$ 6,460.00
3.7	Water Quality Facility Options - Sizing and Layout		6		12								18	\$ 2,586.00
3.8	30% Design Plans and Cost Estimate	3		12	40								79	\$ 10,758.00
	<b>Task Total</b>	<b>12</b>	<b>40</b>	<b>12</b>	<b>150</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>242</b>	<b>\$ 34,692.00</b>

Task 5 Final Design PS&E														
# of Sheets	Plans: 60%, 90%, Bid													
1	Cover											0	\$	-
1	Legend & Abbreviations			4								10	\$	1,308.00
1	TESC & Site preparation plan - KMD			4								10	\$	1,308.00
1	TESC & Site preparation plan - Easement	2		16								32	\$	4,464.00
1	Storm drainage plan and profile - KMD	2		18								34	\$	4,716.00
1	Storm drainage plan and profile - Easement	4		18								40	\$	5,812.00
1	Slope stabilization	4	2	20								44	\$	6,422.00
1	Site restoration plan/plan - KMD	2		16								34	\$	4,542.00
1	Site restoration plan/plan - Easement	4		16								32	\$	4,464.00
1	Stream outfall/restoration plan	4	2	20								40	\$	5,874.00
2	Details - roadway/storm	2		18								42	\$	6,154.00
1	Details - stream restoration	2		10								40	\$	5,572.00
13	Specifications (90%, Bid)			32								16	\$	9,560.00
	Cost Estimate (60%, 90%, Bid)			12								30	\$	4,244.00
	<b>Task Total</b>	<b>40</b>	<b>8</b>	<b>104</b>	<b>202</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>122</b>	<b>16</b>	<b>\$</b>	<b>70,544.00</b>
<b>Task 4 - Environmental Services - see attached</b>														
<b>Total Labor Hours and Fee</b>														
		<b>80</b>	<b>72</b>	<b>116</b>	<b>352</b>	<b>2</b>	<b>30</b>	<b>8</b>	<b>32</b>	<b>146</b>	<b>32</b>	<b>378</b>		<b>131,516</b>
<b>Subconsultants</b>														
	Widener & Associates (Task 4 Environmental Services)												\$	69,350.40
													\$	69,350.40
													\$	3,467.52
	<b>Total Subconsultant Expense</b>												<b>\$</b>	<b>72,817.92</b>
<b>Reimbursable Direct Non-Salary Costs</b>														
													\$	150.00
	Mileage at current IRS rate												\$	150.00
	Reproduction Allowance												\$	150.00
	<b>Total Reimbursable Expense</b>												<b>\$</b>	<b>150.00</b>
	<b>Total Estimated Budget</b>												<b>\$</b>	<b>204,483.92</b>





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**CITY OF DES MOINES  
2022-2027 CAPITAL IMPROVEMENT PLAN  
(Amount in Thousands)**

KDM /16th Avenue A Pipe Replacement

Project #

451,843

*Summary Project Description:*

Replace approximately 300 feet of existing roadside ditch (east of 16th Avenue) along KDM Road with 24-inch storm pipe and connect to existing 18-inch culvert crossing KDM Rd at 16th Avenue. Install 50 feet new 24-inch storm drain southwest of KDM Road connecting to existing 18-inch culvert crossing and replace 350 feet of existing 24-inch corrugated metal pipe with larger 36-inch pipe downstream of the culvert crossing.

**CIP Category:** Surface Water Management

**Managing Department:** Plan, Build & PW Admin

**Justification/Benefits:** During major storm events the capacity of the existing drainage system along Kent-Des Moines Road and the highway crossing will be exceeded causing runoff to overflow across KDM and flood the property downstream. In addition, the system on that property (located within a public drainage easement) that intercepts flows is also insufficiently sized and is prone to overtopping. This project proposes to replace the undersized pipes with 24-inch and 36-inch diameter pipes. This is a high-priority project (CIP-25A) listed in the 2015 SWM Comprehensive Plan and to be coordinated with projects CIP-4 and CIP-25B that would take a portion of the flows west to a new outfall pipe at Barnes Creek (rather than upsizing the 18-inch corrugated aluminum crossing below KDM Road).

PROJECT SCOPE				
Expenditures	Current Budget	Requested Change	Total Budget	
Design	99	-	99	
Land & Right of Way	-	-	-	
Construction	284	-	284	
Contingency	83	-	83	
<b>Total Expenditures</b>	<b>466</b>	<b>-</b>	<b>466</b>	

Project to Date 12/31/20	Scheduled Year 2021	ANNUAL ALLOCATION				
		Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026
-	-	99	-	-	-	-
-	-	-	-	-	-	-
-	-	-	284	-	-	-
-	-	20	63	-	-	-
<b>Total</b>	<b>-</b>	<b>119</b>	<b>347</b>	<b>-</b>	<b>-</b>	<b>-</b>

Funding Sources	Current Budget	Requested Change	Total Budget
Surface Water Utility	466	-	466
<b>Total Funding</b>	<b>466</b>	<b>-</b>	<b>466</b>

Project to Date 12/31/20	Scheduled Year 2021	ANNUAL ALLOCATION				
		Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026
-	-	119	347	-	-	-
<b>Total</b>	<b>-</b>	<b>119</b>	<b>347</b>	<b>-</b>	<b>-</b>	<b>-</b>

OPERATING IMPACT						
Operating Impact	2021	2022	2023	2024	2025	2026
Revenue	-	-	-	-	-	-
Expenses	-	-	-	-	-	-
<b>Net Impact</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

ANNUAL OPERATING IMPACT						
12/31/20	2021	2022	2023	2024	2025	2026
-	-	-	-	-	-	-
-	-	-	-	-	-	-
<b>Total</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

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**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: North Fork McSorley Creek Diversion Project – Construction Contingency Increase

FOR AGENDA OF: August 4, 2022

ATTACHMENTS:

- 1. SWM CIP Project Worksheet

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: July 28, 2022

CLEARANCES:

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

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

- Legal /s/ TG
- Finance Corinne White
- Courts N/A
- Police N/A

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: [Signature]

**Purpose and Recommendation**

The purpose of this agenda item is to seek City Council approval for authorization of additional construction contingency on the North Fork McSorley Creek Diversion Project. The following motions will appear on the Consent Calendar:

**Suggested Motions**

**Motion 1:** “I move to increase the project construction contingency for the North Fork McSorley Creek Diversion Project, in the amount of \$135,000.00, bringing the total project construction contingency to \$198,000.00.”

**Motion 2:** “I move to direct administration to bring forward a budget amendment to the 2022-2027 Capital Improvement Plan and the 2022 Capital Budget to include the amended North Fork McSorley Creek Diversion Project, and include such amendment in the next available budget amendment ordinance.”

### **Background**

The North Fork McSorley Creek Diversion Project is listed in the 2015 Surface Water Comprehensive Plan as one of nineteen priority projects. The project scored as the third highest Citywide project based on maintenance demand, safety, existing conditions, strategic funding partnerships, and public education and involvement. It is the stated goal of the amended 2015 Surface Water Comprehensive Plan to fund and complete all high ranking projects by 2029.

The North Fork McSorley Creek Diversion Project will construct a diversion structure on the west end of the North Fork McSorley Creek culvert at 20<sup>th</sup> Ave S, between S 244<sup>th</sup> Place and S 245<sup>th</sup> Place. From this diversion structure, a 24-inch high flow bypass pipeline will be installed along 20<sup>th</sup> Ave S and S 245<sup>th</sup> Place, where it will discharge back into McSorley Creek west of the S 245<sup>th</sup> Place cul-de-sac.

During major storms, the the banks of McSorley Creek exceed capacity and high flows impact the adjacent backyards of properties located on the north side of S 245<sup>th</sup> Place. This project is needed to help reduce seasonal flooding of these nearby properties and to reduce the need for future dredging maintenance of the creek.

At the May 12, 2022 City Council meeting, the City Council approved a construction contract with the low bid contractor, Reed Trucking & Excavating, Inc. The contractor was given notice to proceed on June 8, 2022 and has worked diligently to complete the project according to the contract. The original construction contract amount with Reed Trucking and Excavating is \$630,324.70. Construction administration and inspections services are being provided by KBA, Inc.

### **Discussion**

During construction of the North Fork McSorley Creek Diversion Project, significant unknown site conditions were encountered. These conditions necessitated project changes in order to satisfy the project design intent. KBA and City staff monitored these changes, but the cumulative effect will require added contingency to complete the project for actual work performed. Significant unanticipated site conditions and changes include:

1. Utility Conflicts – A water main and gas main were discovered in conflict with the proposed diversion bypass system. This led to design changes and increased costs associated with relocations and restoration limits.
2. Soil Conditions – Poor soils encountered on-site have had an impact on increased trench excavation and additional expenses for hauling and disposal of material.

The increased project contingency and budget amendment request provides additional construction funding to account for the above project challenges as well as provide modest contingency throughout the project until Physical Completion is granted.

It is anticipated that the City will be able to offset some of the added construction costs related to the utility conflicts as PSE bears some responsibility in not accurately identifying their existing gas main.

### **Alternatives**

The City Council could choose not to act on the motions, thereby placing project completion at risk. This is not advisable given the associated \$285,000 in grant funding from King County Flood Control District.

**Financial Impact**

The North Fork McSorley Creek Diversion Project worksheet (Attachment 1) does include additional resources from the Surface Water Utility to account for increased contingency. The updated project worksheet would be included in the end of year budget amendment.

**Recommendation**

Staff recommends adoption of the motion(s).

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