

## AGENDA

**DES MOINES CITY COUNCIL  
REGULAR MEETING  
City Council Chambers  
21630 11th Avenue S, Des Moines, Washington  
Thursday, March 9, 2023 - 6:00 PM**

City Council meeting can be viewed live on the City's website, 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

### CONSENT CALENDAR

Item 1. APPROVAL OF VOUCHERS

**Motion** is to approve for payment vouchers through February 23, 2023 and payroll transfers through March 3, 2023 in the attached list and further described as follows:

EFT Vendor Payments	#7960-8006	\$ 497,910.54
Wires	#2134-2138	\$ 937,234.45
Accounts Payable Checks	#164706-164742	\$ 425,837.93
Payroll Checks	#19637-19641	\$ 1,140.63
Direct Deposit	#4371-4536	\$ 43,331.97
Payroll Void/Reissue	#4534 and 19642	\$ (205.83)
Payroll Checks	#19643-19648	\$ 1,250.38
Direct Deposit	#4537-4706	\$ 425,805.90

Total Checks and Wires for A/P and Payroll: \$2,332,305.97

[Approval of Vouchers](#)

Item 2. 2023 SOUTH KING HOUSING AND HOMELESSNESS PARTNERS (SKHHP) HOUSING CAPITAL FUND RECOMMENDATION

**Motion** is to adopt Draft Resolution 23-012 approving the allocation of \$49,818.70 to South King Housing and Homelessness Partners for the development of affordable housing.

[2023 South King Housing and Homelessness Partners \(SKHHP\)  
Housing Capital Fund Recommendation](#)

- Item 3. 216th TOWNHOMES MODIFIED SUBDIVISION FINAL PLAT  
**Motion** to adopt Draft Resolution No. 23-013 approving the final plat entitled "216th Townhomes", City File No. LUA2021-0033.  
[216th Townhomes Modified Subdivision Final Plat](#)
- Item 4. 2023-2024 RECYCLING PROGRAM GRANT FUNDING  
**Motion** to accept the King County Solid Waste Division WR/R Grant and authorize the City Manager to sign the grant document substantially in the form as attached.  
[2023-2024 Recycling Program Grant Funding](#)
- Item 5. RIGHTS OF THE SOUTHERN RESIDENT ORCAS PROCLAMATION  
**Motion** to approve the Rights of the Southern Resident Orcas Proclamation.  
[Rights of the Southern Resident Orcas Proclamation](#)
- Item 6. COLLECTIVE BARGAINING AGREEMENT: TEAMSTERS LOCAL NO. 763  
**Motion** to approve the attached Collective Bargaining Agreement between the City of Des Moines and the Teamsters Local No. 763 and to authorize the City Manager to sign the Agreement substantially in the form as attached.  
[Collective Bargaining Agreement Teamsters Local No. 763](#)

**NEW BUSINESS**

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

- Introduction of Items for Future Consideration - 10 minutes

**BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS**

(4 minutes per Councilmember) - 30 minutes

**PRESIDING OFFICER'S REPORT**

- Des Moines Yacht Club

**EXECUTIVE SESSION**

**NEXT MEETING DATE**

April 6, 2023 City Council Regular Meeting

**ADJOURNMENT**

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

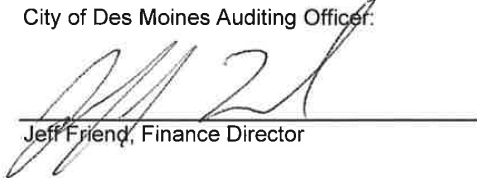
**March 9, 2023**

**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 **March 9, 2023** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through February 23, 2023 and payroll transfers through March 3, 2023 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:

  
 Jeff Friend, Finance Director

			# From	# To	Amounts
<b>Claims Vouchers:</b>					
EFT's			7960	8006	497,910.54
Wires			2134	2138	937,234.45
Accounts Payable Checks			164706	164742	425,837.93
<b>Total Vouchers paid</b>					<b>1,860,982.92</b>
<b>Payroll Vouchers</b>					
Payroll Checks	2/17/2023		19637	19641	1,140.63
Direct Deposit			4371	4536	43,331.97
Payroll Void/Reissue		*	4534	19642	(205.83)
Payroll Checks	3/3/2023		19643	19648	1,250.38
Direct Deposit			4537	4706	425,805.90
<b>Total Paychecks &amp; Direct Deposits</b>					<b>471,323.05</b>
<b>Total checks and wires for A/P &amp; Payroll</b>					<b>2,332,305.97</b>

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## AGENDA ITEM

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

SUBJECT: 2023 South King Housing and Homelessness Partners (SKHHP) Housing Capital Fund Recommendation

ATTACHMENTS:

1. Draft Resolution 23-012
2. SKHHP Executive Board's memorandum (December 16, 2022)

FOR AGENDA OF: March 9, 2023

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

DATE SUBMITTED: February 27, 2023

CLEARANCES:

- ☐ City Clerk \_\_\_\_\_
- ☐ Community Development \_\_\_\_\_
- ☐ Courts \_\_\_\_\_
- ☐ Director of Marina Redevelopment \_\_\_\_\_
- ☐ Emergency Management \_\_\_\_\_
- ☒ Finance *MM* \_\_\_\_\_
- ☐ Human Resources \_\_\_\_\_
- ☒ Legal */s/ TG* \_\_\_\_\_
- ☐ Marina \_\_\_\_\_
- ☐ Police \_\_\_\_\_
- ☒ Parks, Recreation & Senior Services *bw for nn* \_\_\_\_\_
- ☐ Public Works \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Michael [Signature]*

#### **Purpose and Recommendation**

The purpose of this agenda item is for the City Council to adopt Draft Resolution 23-012 approving the allocation of \$49,818.70 to South King Housing and Homelessness Partners (SKHHP) for the development of affordable housing.

#### **Suggested Motion**

**Motion 1:** "I move to adopt Draft Resolution 23-012 approving the allocation of \$49,818.70 to South King Housing and Homelessness Partners for the development of affordable housing."

### **Background**

SKHHP was created in 2019 through an interlocal agreement of several city governments and King County to address housing needs in South King County; it currently has 11 member jurisdictions, including the City of Des Moines. The SKHHP Executive Board reviews funding requests received from housing providers and developers for projected related to affordable housing.

The Executive Board provides recommendations to member Councils for funding early the following year. Per the SKHHP Interlocal Agreement, Council approval is needed to authorize the allocation of funds to SKHHP for affordable housing. This is the first of what will be an annual process with SKHHP and associated member jurisdictions.

### **Discussion**

Eight SKHHP member jurisdictions are currently contributing to the Housing Capital Fund and the SKHHP Executive Board develops recommendations for the allocation of these funds. This approach allows funds from multiple cities to be pooled and made available to projects across South King County with the goals of maximizing the creation of affordable housing overall, and in each city.

The SKHHP Advisory Board reviews applications and forwards its funding recommendation to the SKHHP Executive Board. The Advisory Board and Executive Board's review and recommendations reflect the policies and priorities adopted by the SKHHP Executive Board.

After careful deliberation, the SKHHP Executive Board concurred with the recommendation of the SKHHP Advisory Board and recommends funding \$1,393,308 for two projects, as described in the SKHHP Executive Board funding recommendation memo dated December 16, 2022 (Attachment A of the resolution).

The SKHHP Executive Board is requesting the City of Des Moines funding of 49,818.70 for the following recommended projects:

1. \$10,726.71 for Habitat for Humanity of Seattle-King and Kittitas Counties – Burien. The total SKHHP funds contributed to this project is \$300,000.
2. \$39,091.99 for Mercy Housing Northwest – Burien Family Housing. The total SKHHP funds contributed to this project is \$1,093,308.

As outlined in the Executive Board memo, sales tax credit receipts in the amount of \$51,777 have already been contributed to SKHHP's Housing Capital Fund, with this Council approval those funds may be allocated to the projects recommended by the SKHHP Executive Board. Detailed descriptions of the projects, funding requests, rationale, and recommended conditions of funding for projects by the SKHHP Executive Board are included in the Attachment.

If not approved, SKHHP will not have City of Des Moines' funds to contribute to the regional efforts to advance affordable housing projects that meet urgent local needs and priorities.

**Alternatives**

The alternative is to not approve the Draft Resolution. If not approved, SKHHP will not have the City of Des Moines' funds to contribute to the regional efforts to advance affordable housing projects that meet urgent local needs and priorities.

**Financial Impact**

The funds have already been contributed to SKHHP's Housing Capital Fund.

**Recommendation**

Staff recommends that the City Council adopt Draft Resolution 23-012.

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**CITY ATTORNEY'S FIRST DRAFT 04/27/20**

**DRAFT RESOLUTION NO. 23-012**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON,** authorizing the duly-appointed administering agency for South King Housing and Homelessness Partners to execute all documents necessary to enter into agreements for the funding of affordable housing projects, as recommended by the SKHHP Executive Board, utilizing funds contributed by the City to the SKHHP Housing Capital Fund.

**WHEREAS,** in 2019, the City of Des Moines enacted an interlocal agreement to form South King Housing and Homelessness Partners (SKHHP) to help coordinate the efforts of South King County cities to provide affordable housing; and

**WHEREAS,** in 2021, the City of Des Moines enacted an interlocal agreement for the purposes of pooling sales tax receipts with SKHHP to administer funds through the SKHHP Housing Capital Fund; and

**WHEREAS,** the SKHHP Executive Board has recommended that the City of Des Moines participate in the funding of certain affordable housing projects and programs hereinafter described; and

**WHEREAS,** the SKHHP Executive Board has developed a number of recommended conditions to ensure that the City's affordable housing funds are used for their intended purpose and that projects maintain their affordability over time; and

**WHEREAS,** pursuant to the SKHHP formation Interlocal Agreement each legislative body participating in funding a project or program through SKHHP's Housing Capital Fund must authorize the application of a specific amount of the City funds contributed to the SKHHP Housing Capital Fund to a specific project or program; and

**WHEREAS,** the City Council desires to use \$49,818.70 from funds contributed to the SKHHP Housing Capital Fund as designated below to finance the projects recommended by the SKHHP Executive Board; now therefore

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

Section 1. Pursuant to the Interlocal Agreement, the City Council authorizes the duly-appointed administering agency of

Draft No. 22-012  
Page 2 of 2

SKHHP to execute all documents and take all necessary actions to enter into agreements on behalf of the City to fund Habitat for Humanity of Seattle-King and Kittitas Counties Burien and Mercy Housing Northwest Burien Family housing, in a combined total of \$49,818.70.

Section 2. The agreements entered into pursuant to Section 1 of this resolution shall include terms and conditions to ensure that the City's funds are used for their intended purpose and that the projects maintain affordability over time. In determining what conditions should be included in the agreements, the duly-appointed administering agency of SKHHP shall be guided by the recommendations set forth in the SKHHP Executive Board's memorandum of December 16, 2022, a copy of which is attached as Exhibit A.

Section 3. This Resolution will take effect and be in full force on passage and signatures.

**ADOPTED BY** the City Council of the City of Des Moines this \_\_\_\_\_ day of March, 2023 and signed in authentication thereof this \_\_\_\_\_ day of March, 2023.

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

APPROVED AS TO FORM:

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

ATTEST:

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



South King Housing and Homelessness Partners

## Memorandum

**TO:** City of Auburn Council Members  
City of Burien Council Members  
City of Des Moines Council Members  
City of Federal Way Council Members

City of Kent Council Members  
City of Normandy Park Council Members  
City of Renton Council Members  
City of Tukwila Council Members

**FROM:** SKHHP Executive Board

**DATE:** December 16, 2022

**RE:** 2022 SKHHP Housing Capital Fund Recommendation

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### OVERVIEW

The 2022 SKHHP Housing Capital Fund was the first funding round made possible by the pooling of resources from SKHHP member jurisdictions. SKHHP received three applications representing requests for just under \$2.4 million in local funds to develop 135 units of affordable housing.

After careful deliberation, the SKHHP Executive Board concurred with the recommendations of the SKHHP Advisory Board, and is recommending funding \$1,393,308 for two projects.

These recommendations advance projects that meet urgent local priorities, including mixed income workforce housing, permanent supportive housing, and affordable homeownership. As rents and home sale prices continue to rise in our region, so does the need for affordable housing. Your investment in the SKHHP Housing Capital, leveraged with millions of dollars from other sources, will provide this much needed housing to hundreds of underserved members of our community.

The following is a description of the applications received, the Executive Board recommendation and rationale, and proposed contract conditions for the proposals recommended for funding at this time. Also enclosed is the proposed funding sources and an economic summary of the projects recommended for funding.

### ATTACHMENTS:

1. Proposed funding sources
2. Project economic summaries

## **1. HABITAT FOR HUMANITY SEATTLE-KING AND KITTITAS COUNTIES**

**Funding request:** \$300,000 (secured grant)

**Advisory Board recommendation:** \$300,000 (secured grant)

See attached proposed funding sources for distribution of City funds

### **PROJECT SUMMARY**

Habitat for Humanity is requesting grant funds in the amount of \$300,000 for a homeownership project located in Burien. The proposed project is phase I of II of a new development that will result in 40 affordable condominiums. Phase I consists of the construction of 20 three bedroom townhomes, 1.5 bath houses for households earning up to 50% of area median income (AMI).

The project proposal is to provide permanent affordability through a land trust administered by Habitat and sold with an individual ground lease that allows Habitat the right of first option to purchase the home upon resale with a set 1.5% appreciation calculation in the lease agreement.

As part of Habitat's homeownership model, homebuyers are required to put in 250 hours of sweat equity. The project also requires a Condominium Owners Association (COA) comprised of residents. The COA will address property issues and guidelines established in the land lease. Through the COA, reserves are established for the repair and maintenance of the buildings and to address ongoing landscape and maintenance. The reserve fund will be managed by the COA and funded through a monthly fee that is part of the overall housing costs and included in the 33% housing to household income ratio provided to homebuyers.

### **FUNDING RATIONALE**

The Executive Board supports the intent of this application for the following reasons:

- The project was approved for participation in the City of Burien affordable housing demonstration program.
- The project strongly aligns with SKHHP Housing Capital Fund priorities including: providing homeownership opportunities, collaboration with local community-based organizations, direct experience and connection to populations they are proposing to serve, and advancing racial equity.
- The project schedule indicates construction to begin in 2022 and certificate of occupancies issued in 2024.
- The site has convenient access to transit, shopping, and services.
- The project provides significant financial leverage of other sources.

## **PROPOSED CONDITIONS**

### **Standard conditions (apply to all projects)**

1. The Agency shall provide revised development and operating budgets based upon actual funding commitments, which must be approved by SKHHP staff. If the Agency is unable to adhere to the budgets, SKHHP staff must be immediately notified and new budget(s) shall be submitted by the Agency for SKHHP staff approval. SKHHP staff shall not unreasonably withhold its approval to revised budget(s), so long as such new budget(s) do not materially adversely change the Project. This shall be a continuing obligation of the Agency. Failure to adhere to the budgets, either original or as amended may result in withdrawal of SKHHP's commitment of funds.
2. The Agency shall submit evidence of funding commitments from all proposed public and private funding sources. In the event commitment of funds identified in the application cannot be secured in the time frame identified in the application, the Agency shall immediately notify SKHHP staff, and describe the actions it will undertake to secure alternative funding and the timing of those actions subject to SKHHP staff review and approval.
3. Funds shall be used by Agency toward specific project costs as included in funding agreement and consistent with RCW 82.14.540. Funds may not be used for any other purpose unless SKHHP staff has given written authorization for the alternate use. If after the completion of the project there are budget line items with unexpended balances, SKHHP and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances.
4. Agency shall evaluate and consider the maximization of sustainability features such as in efficient building envelope, heat pumps and propose a plan for the maximization of sustainability.
5. In the event federal funds are used, and to the extent applicable, federal guidelines must be met, including but not limited to: contractor solicitation, bidding and selection; wage rates; and federal laws and regulations.
6. The Agency shall maintain documentation of any necessary land use approvals, permits, and licenses required by the jurisdiction in which the project is located.
7. The Agency shall submit monitoring quarterly reports through completion of the project, and annually thereafter, and shall submit a final budget upon project completion. If applicable, Agency shall submit initial tenant information as required by SKHHP.
8. Agency shall maintain the project in good and habitable condition for the duration of period of affordability.

**Special conditions**

1. Funds will be in the form of a **secured grant with no repayment**, so long as affordability and target population are maintained.
2. A covenant is recorded ensuring affordability for at least 50 years, with size and affordability distribution per the following table. Limited changes to the matrix may be considered based on reasonable justification as approved by SKHHP staff.

<b>Affordability</b>	<b>3 bedroom</b>	<b>Total</b>
60%	20	20
<b>Total</b>	<b>20</b>	<b>20</b>

## **2. MERCY HOUSING NORTHWEST – BURIEN FAMILY HOUSING**

**Funding request:** \$1,093,308

**Executive Board recommendation:** \$1,093,308 (forgivable loan)

See attached proposed funding sources for distribution of City funds

### **PROJECT SUMMARY**

Mercy Housing Northwest is requesting funds in the amount of \$1,093,308 for an 89 unit multifamily mixed income affordable rental housing development in Burien. The project proposal is to provide a mix of 1- 2- and 3-bedroom apartments, for households with mixed incomes from 0-30%, 30-50%, and up to 60% of area median income, and set asides for households with a disability and homeless households.

The proposed project is a partnership with Mary's Place. Mary's Place and Mercy Housing Northwest entered into a memorandum of understanding indicating Mary's Place's intent to subdivide the property and donate an approximate 2 acre portion to Mercy Housing Northwest for the proposed multifamily development.

### **FUNDING RATIONALE**

The Executive Board supports the intent of this application for the following reasons:

- The project aligns with Burien's Comprehensive Plan land use designation and has two routes for zoning approval – an applicant pursued site specific rezone or a City initiated area wide rezone as part of the Ambaum Corridor plan, both are currently underway.
- The project strongly aligns with SKHHP Housing Capital Fund priorities including: collaboration with local community-based organizations, direct experience and connection to populations they are proposing to serve, meeting the needs of those and available to those most disproportionately impacted by housing costs, advancing racial equity.
- The project has the opportunity to deliver mixed income housing on a significant scale in a location with access to transit and other amenities.
- The project is part of a partnership with Mary's Place which will create significant shelter and services.
- The project includes over half (54%) of the houses to be family-sized 2 and 3 bedroom units.
- The project serves special needs population through a set aside for households with a disability and formerly homeless households.
- The site has convenient access to transit, shopping, and services.

- The project is expected to provide significant financial leverage of other sources.

## **PROPOSED CONDITIONS**

### **Standard conditions** (apply to all projects)

1. The Agency shall provide revised development and operating budgets based upon actual funding commitments, which must be approved by SKHHP staff. If the Agency is unable to adhere to the budgets, SKHHP staff must be immediately notified and new budget(s) shall be submitted by the Agency for SKHHP staff approval. SKHHP staff shall not unreasonably withhold its approval to revised budget(s), so long as such new budget(s) do not materially adversely change the Project. This shall be a continuing obligation of the Agency. Failure to adhere to the budgets, either original or as amended may result in withdrawal of SKHHP's commitment of funds.
2. The Agency shall submit evidence of funding commitments from all proposed public and private funding sources. In the event commitment of funds identified in the application cannot be secured in the time frame identified in the application, the Agency shall immediately notify SKHHP, and describe the actions it will undertake to secure alternative funding and the timing of those actions subject to SKHHP staff review and approval.
3. Funds shall be used by Agency toward specific project costs as included in funding agreement and consistent with RCW 82.14.540. Funds may not be used for any other purpose unless SKHHP staff has given written authorization for the alternate use. If after the completion of the project there are budget line items with unexpended balances, SKHHP and other public funders shall approve adjustments to the project capital sources, including potential reductions in public fund loan balances.
4. Agency shall evaluate and consider the maximization of sustainability features such as in efficient building envelope, heat pumps and propose a plan for the maximization of sustainability.
5. In the event federal funds are used, and to the extent applicable, federal guidelines must be met, including but not limited to: contractor solicitation, bidding and selection; wage rates; and federal laws and regulations.
6. The Agency shall maintain documentation of any necessary land use approvals and permits required by the jurisdiction in which the project is located.
7. The Agency shall submit monitoring quarterly reports through completion of the project, and annually thereafter, and shall submit a final budget upon project completion. If applicable, Agency shall submit initial tenant information as required by SKHHP.



8. Agency shall maintain the project in good and habitable condition for the duration of period of affordability.

#### **SPECIAL CONDITIONS**

1. Funds will be in the form of a **deferred, contingent, forgivable loan**. Loan terms will account for various factors, including loan terms from other fund sources and available cash flow. Final loan terms shall be determined prior to release of funds and must be approved by SKHHP Staff.
2. A covenant is recorded ensuring affordability for at least 50 years, with size and affordability distribution per the following table. Limited changes to the matrix may be considered based on reasonable justification as approved by SKHHP staff. **If the project is unsuccessful in securing Housing Choice Vouchers, the project may shift an allocation of units set aside at 30% AMI to either 50% or 60% AMI.**

<b>Affordability</b>	<b>Total</b>
30%	35
30-50%	28
60%	26
<b>Total</b>	<b>89</b>

3. The net developer fee shall be established at the time of finalizing the Contract Budget. Net developer fee is defined as that portion of the developer fee paid out of capital funding sources and does not include the deferred portion which is paid out of cash flow from operations after being placed in service.
4. SKHHP staff shall review and approve the services budget and services plan for consistency with application.
5. Timeframe for funding commitment. The funding commitment continues for **thirty-six (36) months** from the date of Council approval and shall expire thereafter if all conditions are not satisfied. An extension may be requested to SKHHP staff no later than sixty (60) days prior to the expiration date. At that time, the Agency will provide a status report on progress to date and expected schedule for start of construction and project completion. The SKHHP Executive Board will consider a twelve-month extension only on the basis of documented, meaningful progress in bringing the project to readiness or completion. At a minimum, the Agency will demonstrate that all capital funding has been secured or is likely to be secured within a reasonable period of time.
6. The project will contain a 20% set aside for households with a disability, and 40% set aside for homeless households, unless otherwise approved by SKHHP staff.

### **3. ECOTHRIVE – BURIEN**

**Funding request:** \$700,000 - \$1,000,000

**Executive Board recommendation:** \$0

#### **PROJECT SUMMARY OVERVIEW**

EcoThrive is requesting grant funds in the amount of \$700,000 - \$1,000,000 for a homeownership project located in Burien. The project proposal is to provide permanent affordability through a limited-equity cooperative formed by homeowners as well as a community land trust that holds the land in trust. The proposed project is the new construction of 26 houses ranging in size from 350 square feet to 650 square feet for households earning between 30 and 50% of area median income (AMI).

The property currently consists of a single family residential house that is uninhabitable. The property is currently zoned single family residential that allows for 6 dwelling units per acre. EcoThrive has submitted an application for the City of Burien's affordable housing demonstration program that would allow for a greater density of housing than is currently allowed on the property. Estimated approval for the affordable housing demonstration program is March of 2023.

#### **FUNDING RATIONALE**

The Executive Board supports the concept of the EcoThrive housing proposal but does not recommend funding at this time. The Executive Board would welcome an application in the next funding round. This would provide an opportunity for EcoThrive to address the issues identified below:

- Further develop the plan for operational support of the limited equity cooperative and other supportive services.
- Further develop and identify the plan for qualifying households for home loans.
- Sweat equity at 10 hours per month in perpetuity may be a significant challenge for some households.
- Obtain approval for City of Burien Affordable Housing Demonstration Program or pursuit of other land use changes that support the development proposal.
- Include development cost estimate that helps establish soundness of development budget.
- Further development of building design, parking, and conformance with zoning requirements.
- Further develop plan for engaging, connecting, and working with households proposing to serve.

### ATTACHMENT 1: Proposed Funding Sources

Jurisdiction	Total contributed to SKHHP Housing Capital Fund	Habitat for Humanity - Burien	Mercy Housing Northwest - Burien Family Housing	Unallocated
Auburn	\$305,338	\$63,257.27	\$230,532.27	\$11,548.46
Burien	\$146,350	\$30,319.52	\$110,495.25	\$5,535.23
Des Moines	\$51,777	\$10,726.71	\$39,091.99	\$1,958.30
Federal Way	\$243,141	\$50,371.84	\$183,573.11	\$9,196.05
Kent	\$330,312	\$68,431.17	\$249,387.81	\$12,493.02
Normandy Park	\$2,863	\$593.13	\$2,161.58	\$108.28
Renton	\$337,320	\$69,883.02	\$254,678.90	\$12,758.08
Tukwila	\$30,976	\$6,417.34	\$23,387.09	\$1,171.57
<b>Total</b>	<b>\$1,448,077</b>	<b>\$300,000</b>	<b>\$1,093,308</b>	<b>\$54,769</b>

## ATTACHMENT 2: Project Economic Summaries

**Applicant:** Habitat for Humanity Seattle-King and Kittitas Counties  
**Project Name:** Burien  
**Location:** 515 & 511 S. 136th Street, Burien, WA 98168  
**Project Description:** New development of 20 homeownership condominium units

### Financing Sources:

Funding source	Proposed Amount	Status
SKHHP	\$300,000	Applied
Housing Trust Fund	\$1,125,000	Committed
King County HOME	\$1,547,282	Committed
Fund for Humanity (developer)	\$4,860,994	
CHIP	\$568,500	Committed
<b>TOTAL</b>	<b>\$8,401,776</b>	

### Development Budget:

Proposed use	Amount	Per Unit
Land acquisition	\$1,020,000	\$51,000
Soft costs	\$414,250	\$20,713
Development costs	\$6,734,026	\$336,701
Other development costs	\$233,500	\$11,675
<b>TOTAL</b>	<b>\$8,401,776</b>	<b>\$420,089</b>

**Applicant:** Mercy Housing Northwest

**Project Name:** Burien Family Housing

**Location:** 12845 Ambaum Blvd SW, Burien, WA 98146

**Project Description:** New development of 89 unit mixed-income rental housing

**Financing Sources:**

Funding source	Proposed Amount	Status
SKHHP	\$1,093,308	Applied
Land donation	\$1,750,000	Committed
Bank loan	\$10,390,926	
4% LIHTC equity	\$16,523,298	To apply in 2024
Deferred developer fee	\$2,018,987	
State Housing Trust Fund	\$5,000,000	To apply 2023
Amazon grant	\$5,000,000	Applied
King County	\$4,900,000	Applied
Mercy loan fund (developer)	\$750,000	
<b>TOTAL</b>	<b>\$47,426,519</b>	

**Development Budget**

Proposed use	Amount	Per Unit
Land acquisition (donation)	\$1,750,000	\$19,663
Soft costs	\$5,974,879	\$67,134
Construction costs	\$36,540,135	\$410,563
Other development costs	\$3,161,000	\$35,517
<b>TOTAL</b>	<b>\$47,426,519</b>	<b>\$532,882</b>

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## AGENDA ITEM

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

SUBJECT:  
216<sup>th</sup> Townhomes Modified Subdivision -  
Final Plat

ATTACHMENTS:

1. Draft Resolution No. 23-013
2. Site Plan
3. Resolution 1440 (Preliminary Plat)
4. Final Plat Document

FOR AGENDA OF: March 9, 2022

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: March 2, 2023

CLEARANCES:

- ☐ City Clerk \_\_\_\_\_
- ☒ Community Development /s/ LT
- ☐ Courts \_\_\_\_\_
- ☐ Director of Marina Redevelopment \_\_\_\_\_
- ☐ Emergency Management \_\_\_\_\_
- ☐ Finance \_\_\_\_\_
- ☐ Human Resources \_\_\_\_\_
- ☒ Legal /s TG
- ☐ Marina \_\_\_\_\_
- ☐ Police \_\_\_\_\_
- ☐ Parks, Recreation & Senior Services \_\_\_\_\_
- ☒ Public Works *[Signature]*

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

**Purpose and Recommendation**

The purpose of this agenda item is to facilitate the City Council consideration of Draft Resolution 23-013 (Attachment 1) approving the final plat for the modified subdivision entitled "216<sup>th</sup> Townhomes." Staff recommends that the Council approve the proposed final plat by passing the following motion which will appear on the consent calendar:

**Suggested Motion**

**Motion 1:** "I move to adopt Draft Resolution No. 23-013 approving the final plat entitled "216<sup>th</sup> Townhomes", City File No. LUA2021-0033."

### **Background**

In September 2021, the Applicant (MB Des Moines) submitted the requisite application materials for a preliminary plat utilizing the provisions of a modified subdivision codified in chapter 17.15 Des Moines Municipal Code (DMMC). The application specifically requested to divide 2.28 acres in the RA-3600 Attached Townhouse and Duplex Zone into 23 townhouse lots consistent with chapter 17.10 DMMC. The site consists of three tax parcels abutting 14<sup>th</sup> Avenue South and South 216<sup>th</sup> Street (Attachment 2). The City Council passed Resolution 1440 (Attachment 3) approving the preliminary modified subdivision on April 14, 2022.

Construction of the required infrastructure is now substantially complete, and the site is served by roads, drainage, utility systems and other improvements required for the future residential use of the site.

### **Discussion**

City Council review of applications for final plat approval is required pursuant to DMMC 17.10.240. Should Council approve the proposed final plat, it will allow the final plat entitled '216<sup>th</sup> Townhomes' to be recorded with the King County Recorder's Office and will enable the applicant to file for building permits on the lots within the subdivision.

MB Des Moines filed their Final Plat application on October 17, 2022. Staff concluded that the final plat (Attachment 4) sufficiently demonstrated that the subdivision meets the approval criteria established by DMMC 17.10.240. A topic-by-topic evaluation of the final plat's compliance with the criteria is provided below:

#### **(1) PRELIMINARY PLAT CONSISTENCY**

DMMC 17.10.240 (1)(a) requires that the final plat be consistent with the approved preliminary subdivision. Based on a review of the preliminary plat design and multiple site visits, staff has concluded that the final plat is consistent with the preliminary plat design approved by the City Council. Additionally, the applicant has complied with the conditions of approval established by Resolution 1440 dated April 14, 2022 (Attachment 3) except for the following items:

- a. The Applicant has submitted a Declaration of Covenants, Conditions and Restrictions for review. The document will be recorded concurrently with final plat.
- b. A park in lieu fee will be paid prior to the recording of the final plat pursuant to DMMC 17.35.180.

#### **(2) SUBDIVISION DESIGN AND LAYOUT**

DMMC 17.10.240(1)(b) requires the final plat to be consistent with the design and layout requirements of chapter 17.35 DMMC and the provisions established by chapter 58.17 RCW. Resolution 1440 found that the proposed preliminary modified subdivision was consistent with chapter 17.35 DMMC and chapter 58.17 RCW. Therefore, the final plat is consistent with this requirement since it is consistent with the approved preliminary plat.



### (3) PUBLIC INFRASTRUCTURE

DMMC 17.10.240(1)(c) requires that all infrastructure improvements be installed or the posting of financial securities to cover the cost of installation of the outstanding improvements. All required infrastructure improvements have either been installed by the applicant or will be bonded prior to recording final plat. The new roadways have been constructed along with related curb, gutter, and sidewalk. City approved street lighting improvements have been paid for by the developer and are awaiting installation by Puget Sound Energy.

### (4) PERFORMANCE AND MAINTENANCE BONDING

RCW 58.17.130 requires that local regulations provide that in lieu of the completion of the actual construction of any required improvements prior to the approval of a final plat the applicant can post securities for the outstanding improvements ensuring completion after recordation of the final plat. The City provides for this in DMMC 17.40.140, but requires that the work be completed within one year of a recordation of the final plat documents. The City Manager may grant a one year extension if the work is not completed within a year of recordation of the final plat.

The applicant currently has a performance bond for site restoration work pertaining to the approved road and drainage plans. A plat maintenance bond will be retained for a one year maintenance period beginning at the acceptance of the improvements.

#### **Alternatives**

The City Council has two other alternatives in addition to the recommended action:

1. The City Council may approve the final plat with additional conditions; however, any changes must be supported by additions to the findings of fact. The changes, if any must be supported by the public record.

The City Council may deny the final plat; however, new findings of fact would have to be prepared to support this decision. The reason for denying the final plat approval would have to be supported by the public record.

#### **Financial Impact**

No immediate and direct financial impacts are anticipated. Approval of the subdivision and subsequent development does have a long term positive impact on overall assessed valuation of property and corresponding taxes collected as well as collection of traffic impact fees, but these revenues are largely offset by mitigation of project impacts or expenditures for future City services related to residential use of the property.

#### **Recommendation**

Staff has reviewed the proposed final plat (Attachment 4) and determined that the subdivision is consistent with the cited local and state statutes. Therefore, staff recommends approval of the Final Plat entitled "216<sup>th</sup> Townhomes."

#### **Concurrence**

The Public Works and Legal Departments concur. South King Fire and Rescue has also reviewed the materials and recommends approval of the final plat entitled "216<sup>th</sup> Townhomes."

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**COMMUNITY DEVELOPMENT FIRST DRAFT, 03/09/2023**

**DRAFT RESOLUTION NO. 23-013**

**A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON** approving the Final Plat entitled "216<sup>th</sup> Townhomes" as shown and described in City Administration file number LUA2021-0033.

**WHEREAS**, the City has received an application for the Final Plat for the modified subdivision entitled "216<sup>th</sup> Townhomes," from MB Des Moines LLC, the owner of the real property described in said application; and

**WHEREAS**, an environmental checklist for the subdivision was submitted to the City of Des Moines and was reviewed by the SEPA responsible official for the City of Des Moines and determined to be categorically exempt per DMMC 16.05.330(1), and

**WHEREAS**, the City Council, at a regular meeting on April 14, 2022, reviewed the preliminary modified subdivision entitled "216<sup>th</sup> Townhomes"; and

**WHEREAS**, the City Council passed Resolution Number 1440 at its regular meeting on April 14, 2022 approving the preliminary modified subdivision entitled "216<sup>th</sup> Townhomes"; and

**WHEREAS**, the applicant has complied with or posted securities to ensure compliance with all conditions established by Resolution 1440; and

**WHEREAS**, the City Council, in regular meeting on March 9, 2023, reviewed the proposed Final Plat entitled "216<sup>th</sup> Townhomes"; now, therefore

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

**Sec. 1.** The following findings of fact are adopted by the Des Moines City Council:

(1) The Final Plat is consistent with the preliminary subdivision approved by the City Council on April 14, 2022, under Resolution No. 1440, and

(2) All required improvements are installed or securities to cover the cost of installation are submitted in accordance with DMMC 17.40.090, and

(3) The Final Plat is consistent with the provisions of Title 17 DMMC, and chapter 58.17 RCW.

**Sec. 2. Decision criteria.** The criteria used in making the decision are those required by chapter 17.10 DMMC and chapter 17.15 DMMC.

**Sec. 3. Approval subject to conditions.** The modified subdivision and the Final Plat entitled "216<sup>th</sup> Townhomes" is hereby approved by the Des Moines City Council subject to the following conditions:

(1) The applicant has submitted a Declaration of Covenants, Conditions and Restrictions. The document will be recorded concurrently with the final plat, and

(2) The park in lieu fee will be paid prior to the recording of the final plat pursuant DMMC 17.35.180.

**Sec. 4. Compliance with other law.** Nothing in this Resolution shall be construed as excusing the applicant from compliance with all federal, state, or local statutes, ordinances, or regulations applicable to this subdivision other than as expressly set forth herein.

**Sec. 5. Resolution attached to approval documents.** A certified copy of this Resolution, along with the findings of fact herein adopted, shall be attached to and become a part of the evidence of said subdivision and Final Plat and shall be delivered to the applicant.

**Sec. 6. Distribution of resolution following City Council action.** Certified or conformed copies of this Resolution shall be delivered to the following:

- (1) City of Des Moines Community Development Department;
- (2) South King Fire and Rescue; and
- (3) City Clerk of the City of Des Moines.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this \_\_\_\_ day of \_\_\_\_\_, 2023 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2023.

Resolution No. 23-013  
Page 3 of 3

\_\_\_\_\_  
Matt Mahoney, Mayor

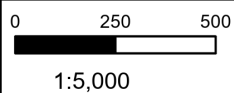
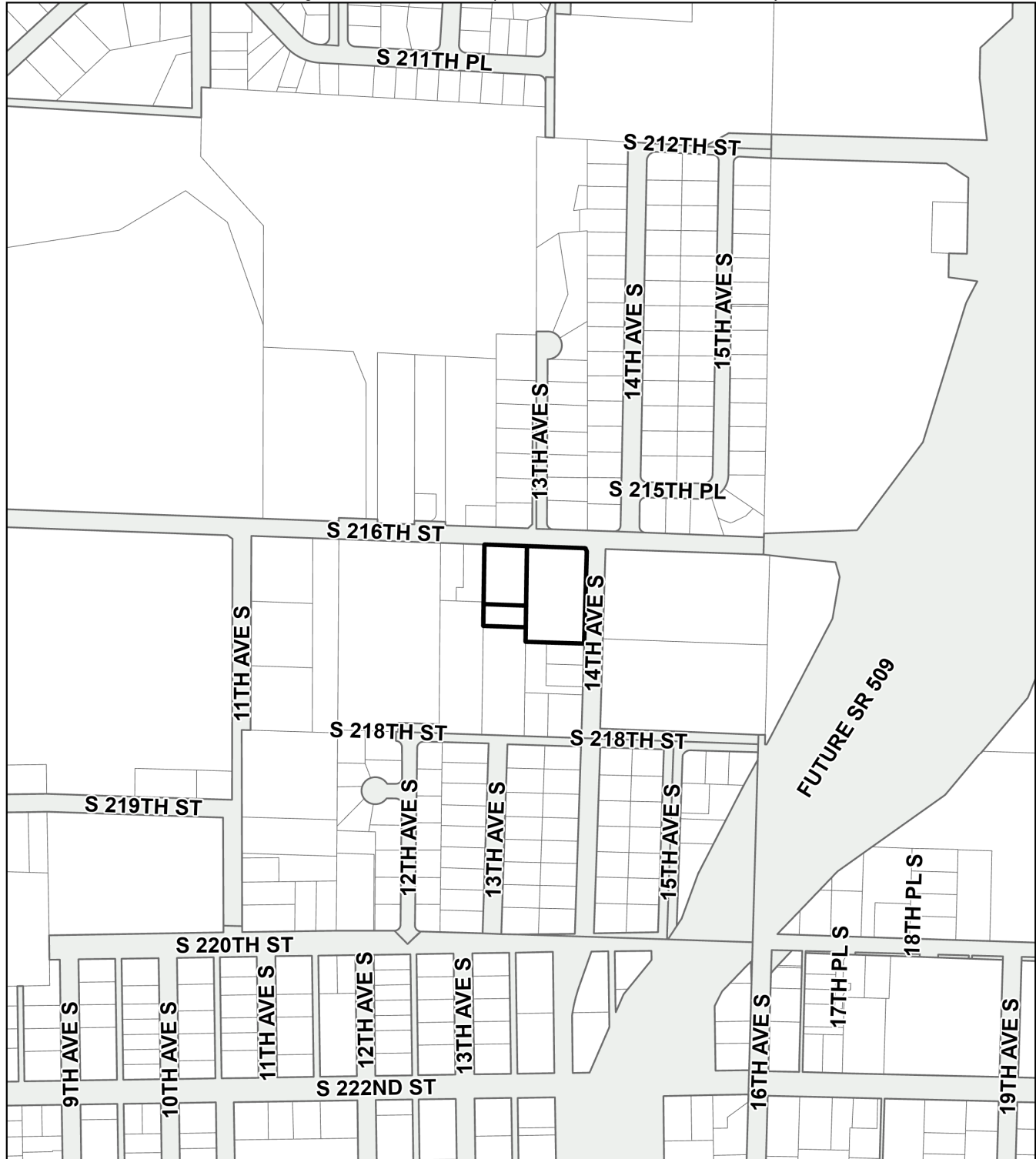
APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_  
Taria Keane, City Clerk

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**MB DES MOINES, LLC**  
**216TH TOWNHOMES**  
 VICINITY MAP

Although careful techniques are used in creating and displaying GIS data, ESM cannot guarantee accuracy of the information contained on this map.

**WAC 332-130-145 TOPOGRAPHIC SURVEY NOTES AND GIS DATA SOURCE:**  
 The purpose of this map is to provide a conceptual site plan feasibility exhibit and/or basemap.  
 This is not a boundary survey and contains non-surveyed data. Property boundaries provided by King County GIS (2018).

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**RESOLUTION NO. 1440**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON,** approving the preliminary modified subdivision entitled *216<sup>th</sup> Townhomes*, (hereinafter, the "subdivision") subject to conditions specified herein, located at 1255 and 1237 South 216th Street, Des Moines, WA 98198 (PIN 0822049122, 0822049080 and 0822049093).

**WHEREAS**, MB Des Moines LLC submitted (hereinafter, the "applicant") an application for a preliminary subdivision on September 8, 2021, and

**WHEREAS**, the subdivision is located on property within the RA-3,600: Residential: Attached Townhouse and Duplex 3,600 Zone, and

**WHEREAS**, the applicant proposes to subdivide approximately 2.28 acres into 23 townhouse lots utilizing a subdivision pursuant to Chapter 17.10 and 17.15 of the DMMC, and

**WHEREAS**, DMMC 17.15.030 states that the purpose of the modified subdivision process is to provide an alternative process for approval of plats where minor modifications are justified, and

**WHEREAS**, DMMC 17.15.050 establishes a mechanism whereby an applicant may propose and the City may consider and approve an innovative or unusual subdivision or short subdivision that does not comply with one or more requirements specified in chapter 17.35 DMMC, and

**WHEREAS**, the applicant has requested a modification to the number of lots served by a private vehicular access tract provided for in DMMC 17.35.070(1), and

**WHEREAS**, an environmental checklist for the subdivision was submitted to the City of Des Moines and was reviewed by the SEPA responsible official for the City of Des Moines and determined to be categorically exempt per DMMC 16.05.330(1), and

**WHEREAS**, a notice of application for the subdivision was issued on October 1, 2021 beginning a 15-day public comment period, and

Resolution No. 1440  
Page 2 of 3

**WHEREAS**, the submittal documents have been available for review with the subdivision application during the review process, and

**WHEREAS**, pursuant to DMMC 18.20.080, a modified subdivision is a Type IV land use decision that requires a public hearing to receive public comment regarding this proposal, and

**WHEREAS**, a notice of public hearing was issued on March 30, 2022 beginning a 15-day public comment period; now therefore,

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

**Sec. 1. Decision criteria.** The criteria used in making the decision are those required by DMMC 17.15.070. The City Council finds that the subdivision is in compliance with the required criteria, as set forth in the Staff Report (Exhibit 1).

**Sec 2. Approved modifications.** Consistent with the provisions of DMMC 17.15.060 the modification to increase the number of lots to be served by a private vehicular access tract to twenty-three (23) is approved.

**Sec 3. Approved unique design features.** Consistent with the provisions of DMMC 17.15.060 the following unique design features are approved:

(1) The removal, replacement, and installation of ADA curb ramps on the northwest and northeast corners at the intersection of 14th Avenue South and South 218th Street.

(2) The removal and replacement of approximately 20 feet of sidewalk on the east side of parcel 0822049011, located at 1330 South 218th Street.

(3) The installation of Level 3 Flow Control for the development site, which provides additional on-site stormwater detention above what is required.

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//

Resolution No. 1440  
Page 3 of 3

(4) Use of a 'modular wetland' treatment unit, which provides additional water quality treatment above what is required.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this 14th day of April, 2022 and signed in authentication thereof this 14th day of April, 2022.

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

APPROVED AS TO FORM:

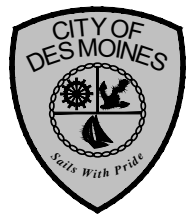
/s/ Tim George  
City Attorney

ATTEST:

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

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CITY OF DES MOINES  
SUBDIVISION NO.  
LUA2021-0033

PORTION OF  
NE 1/4 OF SE 1/4, S. 8 , T. 22 N, R. 04 E, W.M.

RECORDING NO.

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EASEMENTS AND RESTRICTIONS

1. THIS SUBDIVISION IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR 216TH TOWNHOMES RECORDED UNDER KING COUNTY RECORDING NUMBER\_\_\_\_\_, RECORDS OF KING COUNTY, WASHINGTON. THE 216TH TOWNHOMES HOMEOWNERS ASSOCIATION (HOA) SHALL OWN AND MAINTAIN THE TRACTS AND EASEMENTS AS INDICATED AND CONVEYED HEREIN, UNLESS OTHERWISE APPROVED BY THE CITY OF DES MOINES OR ITS SUCCESSOR AGENCY. THIS COVENANT SHALL RUN WITH THE LAND AND SHALL BE BINDING UPON THE OWNERS OF LOTS 1 THROUGH 23 INCLUSIVE, THEIR HEIRS, SUCCESSORS (HOA) AND ASSIGNS. SHOULD THE HOA BE DISSOLVED OR OTHERWISE CEASE TO FUNCTION, OWNERSHIP OF LOTS 1 THROUGH 23, INCLUSIVE WILL INCLUDE AN EQUAL AND UNDIVIDED INTEREST IN TRACTS "A" AND "B" TOGETHER WITH AN EQUAL RESPONSIBILITY FOR THE MAINTENANCE RESPONSIBILITIES FOR SAID TRACTS AND EASEMENTS.
2. TRACT "A" IS A PRIVATE ACCESS AND UTILITY TRACT AND IS HEREBY CONVEYED TO THE HOA UPON RECORDING OF THIS PLAT FOR THE PURPOSE OF ACCESS AND UTILITIES. THE 216TH TOWNHOMES HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE ACCESS AND PRIVATE UTILITY FACILITIES WITHIN SAID TRACTS.
3. TRACT "B" IS A PRIVATE STORMWATER FACILITY TRACT AND IS HEREBY CONVEYED TO THE HOA UPON RECORDING OF THIS PLAT. THE 216TH TOWNHOMES HOMEOWNERS ASSOCIATION IS HEREBY RESPONSIBLE FOR THE PRIVATE STORMWATER FACILITY AND LANDSCAPE MAINTENANCE WITHIN SAID TRACT.
4. THE 216TH TOWNHOMES HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THE PLANTER STRIPS AND STREET TREES PLANTED ADJACENT TO THE SIDEWALKS OF THE INTERNAL STREETS.
5. THIS PLAT IS SUBJECT TO AN EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN AS RECORDED ON SEPTEMBER 12, 1980, UNDER RECORDING NUMBER 8009120852, FOR SIDE SEWER SYSTEM (CANNOT BE PLOTTED).
6. THIS PLAT IS SUBJECT TO AN EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN AS RECORDED ON AUGUST 10, 1999, UNDER RECORDING NUMBER 19990810002390, FOR PERPETUAL AIR OR FLIGHT EASEMENT, ALSO REFERRED TO AS "AVIGATION RIGHTS."
7. THIS PLAT IS SUBJECT TO THE TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, BOUNDARY DISCREPANCIES AND ENCROACHMENTS AS CONTAINED IN RECORDED LOT LINE ADJUSTMENT (BOUNDARY LINE REVISIONS), AS RECORDED ON AUGUST 11, 1981, UNDER RECORDING NUMBER 8108110675.
8. (NOT ON PROPERTY. PENDING REMOVAL) THIS PLAT IS SUBJECT TO AN EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN AS RECORDED ON AUGUST 18, 1960, UNDER RECORDING NUMBER 5203787, IN FAVOR OF PUGET SOUND POWER & LIGHT COMPANY, A WASHINGTON CORPORATION FOR GAS PIPELINE OR PIPELINES.
9. THIS PLAT IS SUBJECT TO AN EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN AS RECORDED ON OCTOBER 12, 1998, UNDER RECORDING NUMBER 9810121577, FOR PERPETUAL AIR OR FLIGHT EASEMENT, ALSO REFERRED TO AS "AVIGATION RIGHTS."
10. THIS PLAT IS SUBJECT TO AN EASEMENT, INCLUDING TERMS AND PROVISIONS CONTAINED THEREIN AS RECORDED ON MARCH 07, 2013, UNDER RECORDING NUMBER 20130307000551, IN FAVOR OF PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION FOR UTILITY SYSTEMS FOR TRANSMISSION, DISTRIBUTION AND SALE OF ELECTRICITY (CANNOT BE PLOTTED).

GENERAL PUBLIC UTILITY EASEMENT  
PROVISION (PUE)

A NON-EXCLUSIVE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE CITY OF DES MOINES, PUGET SOUND ENERGY, QWEST COMMUNICATIONS, COMCAST CABLE, MIDWAY SEWER DISTRICT, KING COUNTY WATER DISTRICT 54, AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, UNDER AND UPON THE EXTERIOR TEN FEET PARALLEL WITH AND ADJOINING THE STREET FRONTAGE OF ALL LOTS AND TRACT "A" AS SHOWN ON THE PLAT MAP. SAID EASEMENT SHALL BE TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS, CABLES, PIPES AND WIRES WITH NECESSARY FACILITIES AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THIS SUBDIVISION AND OTHER PROPERTY WITH, BUT NOT LIMITED TO, WATER, SEWER, ELECTRIC, CABLE, TELEPHONE AND STORM DRAINAGE. SAID EASEMENT AREA SHALL BE RESTORED AS NEARLY AS REASONABLY POSSIBLE TO ITS CONDITION PRIOR TO ANY MATERIAL DISTURBANCE BY THE UTILITY EXERCISING ITS RIGHTS WITHIN THIS EASEMENT AREA.

PRIVATE RETAINING WALL/ROCKERY  
AND STORM DRAINAGE EASEMENT

ANY LOT THAT INCLUDES OR IS ADJACENT TO A RETAINING WALL OR ROCKERY INSTALLED BY THE DEVELOPER THAT CROSSES, IS ADJACENT TO, OR STRADDLES ONE OR MORE PROPERTY LINES SHALL BE SUBJECT TO A PERMANENT EASEMENT GRANTED TO THE 216TH TOWNHOMES HOMEOWNERS ASSOCIATION FOR PURPOSES OF MAINTAINING AND REPAIRING SUCH RETAINING WALL OR ROCKERY. REPAIR AND MAINTENANCE OF SUCH RETAINING WALL OR ROCKERY SHALL BE THE RESPONSIBILITY OF THE 216TH TOWNHOMES HOMEOWNERS ASSOCIATION.

NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED WALL DRAINS LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.

PRIVATE STORM DRAINAGE EASEMENT  
PROVISION

A PRIVATE STORM DRAINAGE EASEMENT OVER, UNDER AND ACROSS THE FRONT 10 FEET PARALLEL WITH AND ADJOINING THE PUBLIC AND PRIVATE STREET FRONTAGE OF ALL LOTS, TRACTS AND COMMON AREAS IS HEREBY GRANTED AND CONVEYED TO THE OWNERS OF ALL LOTS WITHIN THIS PLAT. THE OWNERS OF SAID LOTS SHALL BE EQUALLY RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE DRAINAGE FACILITIES THEY BENEFIT FROM, EXCEPT NO OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR, AND/OR RECONSTRUCTION OF THAT PORTION OF THE COMMONLY USED STORM SEWER LOCATED UPSTREAM FROM THE POINT OF CONNECTION OF THAT RESPECTIVE LOT OWNER.

PRIVATE LANDSCAPE EASEMENT

PRIVATE LANDSCAPE EASEMENTS AS SHOWN ON SHEET 4 ARE HEREBY GRANTED TO THE 216TH TOWNHOMES HOMEOWNERS ASSOCIATION FOR THE PURPOSES OF INSTALLING, MAINTAINING AND REPAIRING REQUIRED LANDSCAPING AND IRRIGATION WITHIN SAID EASEMENT. MAINTENANCE AND REPAIR OF SUCH LANDSCAPING AND IRRIGATION SHALL BE THE RESPONSIBILITY OR 216TH TOWNHOMES HOMEOWNERS ASSOCIATION. SEE SHEET 4 OF 4.

MIDWAY SEWER DISTRICT PROVISION

A NON-EXCLUSIVE SEWER EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO MIDWAY SEWER DISTRICT UNDER AND UPON TRACT "A" AND TRACT "B", AS DELINEATED ON SHEET 4 OF 4. MIDWAY SEWER DISTRICT SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THEIR SEWER FACILITIES WITHIN THE EASEMENT AND SHALL RESTORE THE EASEMENT AREA AS NEAR AS POSSIBLE TO ITS ORIGINAL CONDITION IN THE EVENT OF SUCH MAINTENANCE, REPAIR OR REPLACEMENT OF SAID FACILITIES – SEE SHEET 4 OF 4.

KING COUNTY WATER DISTRICT 54  
PROVISION

A NON-EXCLUSIVE WATER EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO KING COUNTY WATER DISTRICT 54 UNDER AND UPON ALL OF TRACT "A" AND ACROSS THE FRONT 10 FEET OF ALL LOTS WITHIN THIS PLAT, AS DELINEATED ON SHEET 4 OF 4. KING COUNTY WATER DISTRICT 54 SHALL BE RESPONSIBLE FOR THE MAINTENANCE, REPAIR AND REPLACEMENT OF THEIR WATER FACILITIES WITHIN THE EASEMENT AND SHALL RESTORE THE EASEMENT AREA AS NEAR AS POSSIBLE TO ITS ORIGINAL CONDITION IN THE EVENT OF SUCH MAINTENANCE, REPAIR OR REPLACEMENT OF SAID FACILITIES – SEE SHEET 4 OF 4.



DUNCANSON

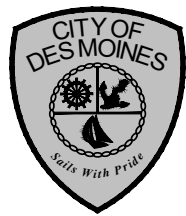
Company, Inc.

CIVIL ENGINEERING · SURVEYING · LAND PLANNING  
145 SW 155th Street, Ste. 102, Seattle, Washington 98166  
Phone: (206) 244-4141 Fax: (206) 244-4455

216TH TOWNHOMES

DWN. BY	DLS	DATE	1/6/2023	JOB NO.	22373
CHKD. BY	KJW	SCALE	NA	SHEET	2 OF 4





CITY OF DES MOINES  
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LEGAL DESCRIPTIONS

PARCEL A: (TAX PARCEL 082204-9122)

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;  
EXCEPT THE EAST 572.6 FEET AND THE SOUTH 312 FEET;  
AND EXCEPT THE NORTH 30 FEET THEREOF FOR SOUTH 216TH STREET;

TOGETHER WITH THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SOUTHEAST QUARTER OF SECTION 8;  
EXCEPT THE WEST 264 FEET AND THE SOUTH 312 FEET;  
AND EXCEPT THE NORTH 30 FEET THEREOF FOR SOUTH 216TH STREET;

(ALSO KNOW AS LOT "B" CITY OF DES MOINES LOT LINE ADJUSTMENT, APPROVED AUGUST 11, 1981, AND RECORDED UNDER RECORDING NUMBER 8108110675);

EXCEPT THAT PORTION CONVEYED TO THE CITY OF DES MOINES BY DEED RECORDED UNDER RECORDING NO. 20180904000368.

PARCEL B: (TAX PARCEL 082204-9080)

COMMENCING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 8, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON;

THENCE SOUTH 87°51'30" EAST ALONG THE NORTH LINE OF SAID SUBDIVISION 264.00 FEET;  
THENCE SOUTH 0°35'18" WEST 30.01 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE CONTINUING SOUTH 0°35'18" WEST 198.57 FEET;  
THENCE NORTH 87°51'30" WEST 138.81 FEET;  
THENCE NORTH 0°25'43" EAST 198.57 FEET;  
THENCE SOUTH 87°51'30" EAST 139.36 FEET TO THE TRUE POINT OF BEGINNING.

PARCEL C: (TAX PARCEL 082204-9093)

BEGINNING 124.55 FEET EAST OF THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 08, TOWNSHIP 22 NORTH, RANGE 04 EAST, W.M., IN KING COUNTY, WASHINGTON;

THENCE EAST 139.45 FEET;  
THENCE SOUTH TO THE SOUTH LINE OF SAID SUBDIVISION;  
THENCE WEST 137.40 FEET;  
THENCE NORTH TO THE POINT OF BEGINNING;

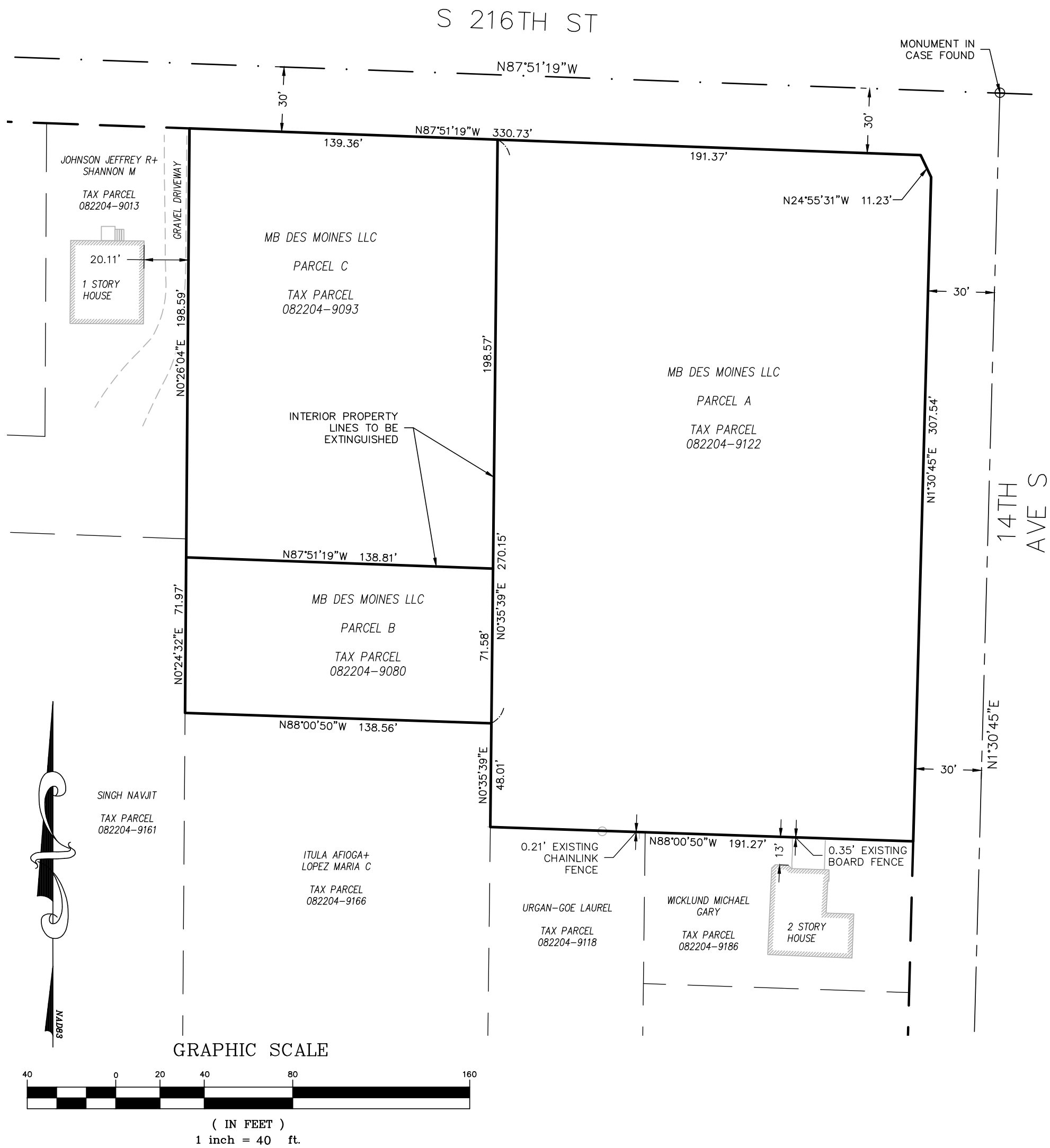
EXCEPT THE NORTH 228.58 FEET; AND

EXCEPT THE SOUTH 360 FEET.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

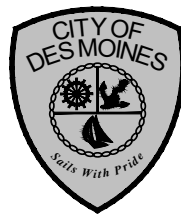
CERTIFICATE OF CONFORMANCE

THIS SURVEY WAS PERFORMED WITH A TOPCON GT ELECTRONIC THEODOLITE READING DIRECT TO 3 SECONDS OF ARC AND MEASURING DISTANCE ±(3MM±(2PPMXD)). NGS BASELINE COMPARED DECEMBER 2020. THIS SURVEY MEETS THE MINIMUM STANDARDS SET FORTH IN WAC 332-130.



EXISTING CONDITIONS MAP

	 <b>DUNCANSON</b> Company, Inc. CIVIL ENGINEERING · SURVEYING · LAND PLANNING 145 SW 155th Street, Ste. 102, Seattle, Washington 98166 Phone: (206) 244-4141 Fax: (206) 244-4455	216TH TOWNHOMES			
		DWN. BY	DLS	DATE	1/6/2023
CHKD. BY	KJW	SCALE	1"=40'	SHEET	3 OF 4



CITY OF DES MOINES  
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LOT AREA TABLE		LOT AREA TABLE	
LOT #	AREA (SF)	LOT #	AREA (SF)
1	3,421	14	2,954
2	2,794	15	3,400
3	2,412	16	2,582
4	2,416	17	2,225
5	2,420	18	2,223
6	3,720	19	2,663
7	2,303	20	2,662
8	2,303	21	2,572
9	2,382	22	2,570
10	2,369	23	4,009
11	1,975		
12	1,975		
13	2,289		

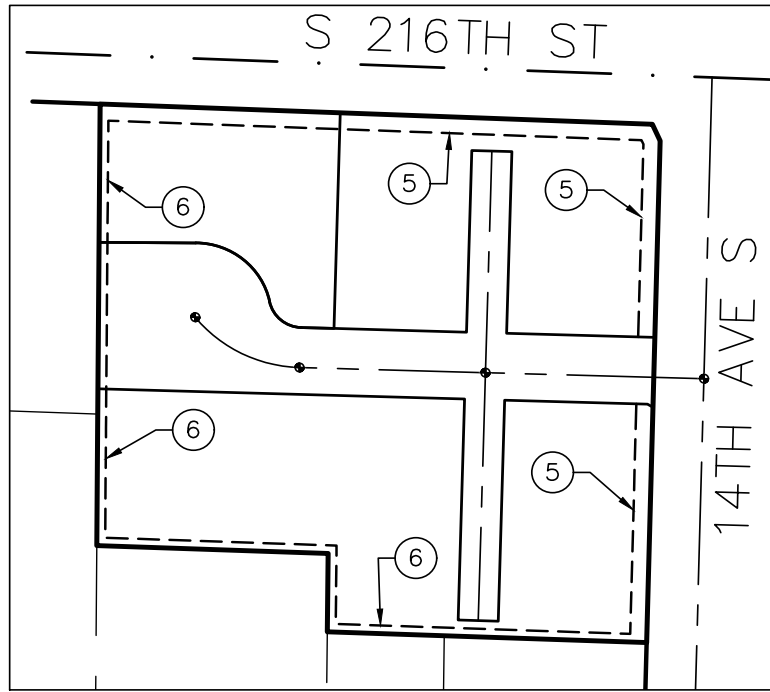
TRACT AREA TABLE		
TRACT	USE	AREA (SF)
A	ROAD AREA	24,345
B	STORM FACILITY AREA	14,145

### LEGEND

- SET #5 REBAR & CAP, L.S. #41038
- SET MONUMENT IN CASE

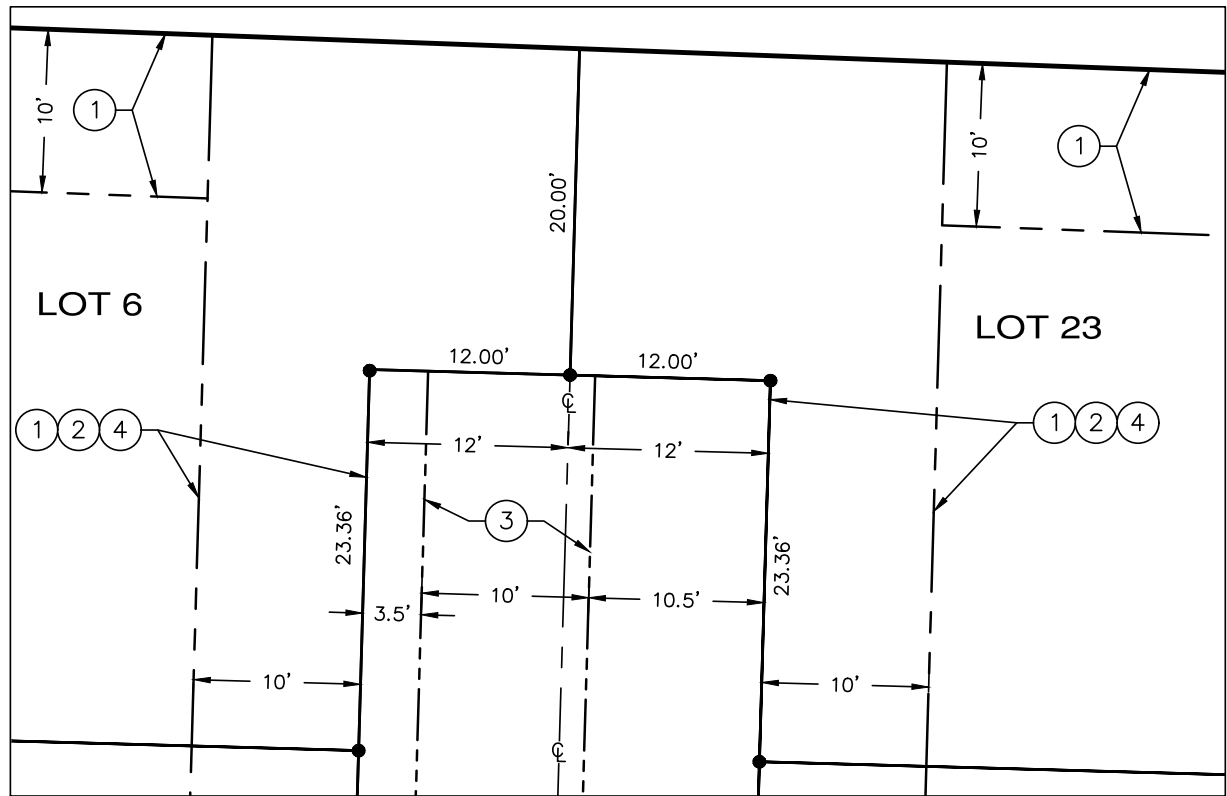
### ADDRESSES

1-1201 SOUTH 217TH COURT  
2-1205 SOUTH 217TH COURT  
3-1209 SOUTH 217TH COURT  
4-1213 SOUTH 217TH COURT  
5-1217 SOUTH 217TH COURT  
6-21603 13TH DRIVE SOUTH  
7-21607 13TH DRIVE SOUTH  
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22-21608 13TH DRIVE SOUTH  
23-21604 13TH DRIVE SOUTH



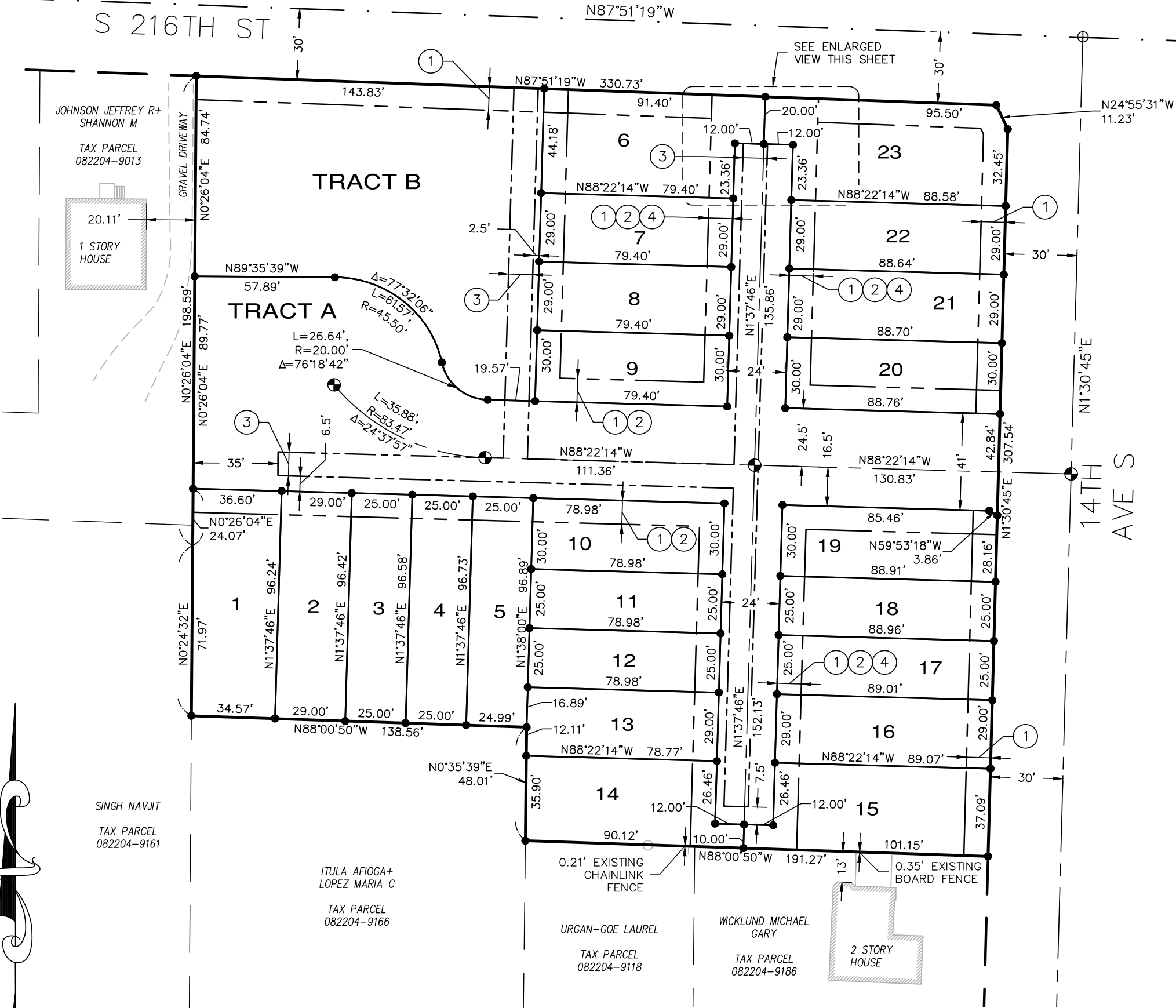
### LANDSCAPE EASEMENTS

NOT TO SCALE

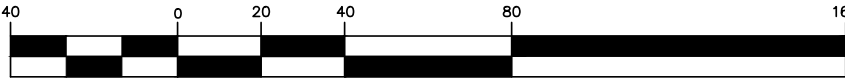


### ENLARGED VIEW

NOT TO SCALE



### GRAPHIC SCALE



( IN FEET )  
1 inch = 40 ft.

### SUBDIVISION MAP



**DUNCANSON**

Company, Inc.

CIVIL ENGINEERING · SURVEYING · LAND PLANNING  
145 SW 155th Street, Ste. 102, Seattle, Washington 98166  
Phone: (206) 244-4141 Fax: (206) 244-4455

### 216TH TOWNHOMES

DWN. BY	DLS	DATE	1/6/2023	JOB NO.	22373
CHKD. BY	KJW	SCALE	1"=40'	SHEET	4 OF 4



# AGENDA ITEM

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

SUBJECT: 2023-2024 Recycling Program Grant  
Funding

FOR AGENDA OF: March 9, 2023

DEPT. OF ORIGIN: Community Development

ATTACHMENTS:


1. King County Solid Waste Division Waste  
Reduction and Recycling (WR/R) 2023-  
2024 Grant No. 6358201

DATE SUBMITTED: March 2, 2023

CLEARANCES:

- ☐ City Clerk \_\_\_\_\_
- ☒ Community Development /s/ LT
- ☐ Courts \_\_\_\_\_
- ☐ Director of Marina Redevelopment \_\_\_\_\_
- ☐ Emergency Management \_\_\_\_\_
- ☐ Finance \_\_\_\_\_
- ☐ Human Resources \_\_\_\_\_
- ☒ Legal /s/ TG
- ☐ Marina \_\_\_\_\_
- ☐ Police \_\_\_\_\_
- ☐ Parks, Recreation & Senior Services \_\_\_\_\_
- ☐ Public Works \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is to provide information to enable the City Council to take action on the acceptance of the 2023-2024 King County Solid Waste Division Waste Reduction and Recycling (WR/R) Grant (Attachment 1). This is one of three grants for the City's Recycling Program for the service period of 2023-2024.

**Suggested Motion**

**Motion 1:** "I move to accept the King County Solid Waste Division WR/R Grant and authorize the City Manager to sign the grant document substantially in the form as attached."

## **Background**

### **Grants**

The subject grant will fund, in part, the City's semi-annual Household Waste Collection and Recycling Events for 2023 and 2024. The 2023-2024 LHWMP Grant between the City of Des Moines and the Seattle-King County Department of Public Health will be brought to Council at a later date. The Washington State Department of Ecology's Local Solid Waste Financial Assistance Agreement (LSWFA) funds the remainder of the program. The current LSWFA grant is effective through June 2023.

### **Professional Services Contract**

Related to these grants is the City's Professional Services Contract with Olympic Environmental Resources (OER) for the 2022-2023 recycling program. No additional action is needed to keep this Professional Services Contract current. OER provides staffing and management for the Spring and Fall Household Collection and Recycling Events at the Des Moines Marina. These are popular events among Des Moines residents as they provide a local site to recycle materials, including some that are not accepted by the curbside recycling program. The Spring and Fall 2022 events attracted 678 and 512 carloads of recyclable materials respectively.

### **Discussion**

The City uses grant funds to sponsor recycling and collection events for Des Moines residents businesses. For the 2023-2024 Recycling Program, the City will sponsor two residential recycling collection events per year (i.e. the Fall and Spring events). A portion of the WR/R grant funds will be allocated for the purchase of products made from recycled materials.

This agenda item seeks City Council approval of the 2023-2024 WR/R contract. The WR/R grant will allocate \$40,824.00 for household recycling collection events for 2023-2024. The City Council is required to review all Interlocal Agreements between the City and other public agencies.

If the City Council accepts the WR/R grant for 2023 and 2024, the City will continue to reduce the amount of hazardous and non-hazardous materials going into the local waste stream at no additional cost to the City. Action/acceptance of these grants must be submitted to the grantor agencies in order to secure grant funds and to schedule the Spring 2023 residential recycling event.

**Household Collection and Recycling Events** – For over 20 years, the City has used grant monies to sponsor semi-annual Household Waste Collection and Recycling Events. The Spring and Fall Events have proven to be exceptionally popular among Des Moines residents because they provide a local site to recycle materials that are not accepted by the curbside recycling program. Residents are able to recycle tires, lead acid and alkaline batteries, cardboard, reusable household goods and clothing, porcelain toilets and sinks, appliances and scrap metal, bulky wood, electronic equipment and mattresses and box springs. Additional/substitute items continue to be explored as the number and type of materials collected curbside have increased under the solid waste contract that began collection on November 1, 2011.

**Alternatives**

1. The City Council may accept the 2023-2024 WR/R Grant No. 6358201 between the City of Des Moines and the King County Solid Waste Division.
2. The City Council may not accept the 2023-2024 WR/R Grant No. 6358201 between the City of Des Moines and the King County Solid Waste Division and forego WR/R grant funds.
3. The City Council may continue this Agenda Item and request that staff provides additional information on the WR/R grant program. Continuance of this item may result in loss of grant funds for the 2023-2024 grant cycle.

**Financial Impact**

If the City Council accepts the WR/R grant, there will be no fiscal impact to the City related to Contract Number 6358201. However, if the City Council does not accept the WR/R grant, then the City will need to use General Fund monies to maintain the City's recycling program.

**Recommendation**

Staff recommends that the City Council choose Alternative 1, thereby accepting the 2023-2024 King County Solid Waste Division Grant substantially in the form as submitted.

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CPA #

**INTERAGENCY AGREEMENT FOR 2023 and 2024**

**Between**

**KING COUNTY and the CITY OF DES MOINES**

This two-year Interagency Agreement "Agreement" is executed between King County, a Charter County and political subdivision of the State of Washington, and the City of Des Moines, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively. Collectively, the County and City will be referred to as "Party" or "Parties."

**PREAMBLE**

King County and the City of Des Moines adopted the 2019 King County Comprehensive Solid Waste Management Plan (Comp Plan), which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the Comp Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and services. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this Agreement as Exhibit B and incorporated herein by reference. Grant funding for this program is subject to the budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the Comp Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work, which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be shared with the County and other King County cities.

**I. PURPOSE**

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

## II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the Parties to this Agreement shall be as follows:

### A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2023 and 2024 shall not exceed **\$40,824.00**.
2. This Agreement provides for distribution of 2023 and 2024 grant funds to the City. However, grant funds are not available until January 1, 2023.
3. During this two-year grant program, the City will submit a minimum of two (2), but no more than eight (8), progress reports to the County in a form determined by the County. Reports must be signed by a City official. These reports will include:
  - a. a description of each activity accomplished pertaining to the scope of work; and
  - b. reimbursement requests with both a Budget Summary Report Form, which is attached hereto as Exhibit D and incorporated herein by reference, and an Expense Summary Form, which is attached hereto as Exhibit E and incorporated herein by reference, unless the City has a spreadsheet similar to the Expense Summary Form already in use, in which case the City is free to use that spreadsheet instead of the Expense Summary Form. The City will submit the form or similar spreadsheet and not submit backup documentation for grant expenses. If backup documentation is submitted, SWD will not retain it. The City shall maintain this documentation in its records.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County on the last day of the month following the end of each quarter (April 30, July 31, October 31, January 31), except for the final progress report and request for reimbursement, which shall be due by March 21, 2025.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two-year grant program, they shall be due to the County by March 15, 2024 and March 21, 2025.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5<sup>th</sup> working day of January 2024 and January 2025, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

4. If the City accepts funding through this grant program for the provision of waste reduction and recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
5. The City shall be responsible for following all applicable Federal, state, and local laws, ordinances, rules, and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award, or contracting process.
6. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
7. During the performance of this Agreement, neither the City nor any Party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
8. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
9. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review, or audit by the County and/or by federal or state officials as so authorized by law.

10. The City shall maintain a record of the use of any equipment that costs more than \$1,000 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2025.

11. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
12. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the materials.
13. The City will provide the King County Project Manager with the date and location of each Recycling Collection Event provided by the City, as well as copies of any printed materials used to publicize each event, as soon as they are available but no later than thirty (30) days prior to the event. If there is any change in the date or the location of an event, the City will notify the County a minimum of thirty (30) days prior to the event. If the event brochure is required for admission to the City's event, the City is exempt from having to provide the brochure to King County.
14. If the City accepts funding through this grant program for the provision of recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the agreed upon areas listed in Exhibit A. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
15. This project shall be administered by Laura Techico, Planning and Development Services Manager, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by the city and is subject to the King County Council's budget approval process. Provided that the funds are allocated through the King County Council's budget approval process, grant funding to the City will include a base allocation of \$10,000 per year with the balance of funds to be allocated according to the City's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than \$10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to \$10,000 per year.



2. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
3. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Des Moines" and/or "text provided courtesy of the City of Des Moines."
4. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
5. The waste reduction and recycling grant program shall be administered by Lucy Auster, Project Manager, King County Solid Waste Division, or designee.

### **III. DURATION OF AGREEMENT**

This Agreement shall become effective on either January 1, 2023 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2023, and shall terminate on June 30, 2025. The City shall not incur any new charges after December 31, 2024. However, if execution by either Party does not occur until after January 1, 2023, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2023 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II.A of the Agreement.

#### **IV. TERMINATION**

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice.
- B. This Agreement may be terminated by either Party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.3. and Section II.A.4.
- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either Party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other Party.

#### **V. AMENDMENTS**

This Agreement may be amended only by written agreement of both Parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Amendments will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope. Funds may be moved between tasks in the scope of work, attached as Exhibit A, upon written notification by the City to King County.

#### **VI. HOLD HARMLESS AND INDEMNIFICATION**

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of, or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

## **VII. INSURANCE**

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. If the policy has an aggregate limit, a \$2,000,000 aggregate shall apply. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance and additional insured endorsement is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.
- C. If the Agency is a Municipal Corporation or an agency of the State of Washington and is a member of the Washington Cities Insurance Authority (WCIA), a written acknowledgement/certification of current membership is attached to this Agreement as Exhibit C.

## **VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT**

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

## **IX. TIME IS OF THE ESSENCE**

The County and City recognize that time is of the essence in the performance of this Agreement.

## **X. SEVERABILITY**

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

**XI. NOTICE**

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Lucy Auster, Project Manager, or a provided designee  
King County Solid Waste Division  
Department of Natural Resources and Parks  
Lucy.auster@kingcounty.gov

If to the City:

Laura Techico, Planning and Development Services Manager, or a provided designee  
City of Des Moines  
21630 11<sup>th</sup> Ave. S, Suite "D"  
Des Moines, WA 98198

IN WITNESS WHEREOF this Agreement has been executed by each Party on the date set forth below:

**City of Des Moines**

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

\_\_\_\_\_  
Date

**King County**

BY \_\_\_\_\_  
Pat D. McLaughlin, Director  
Solid Waste Division

For Dow Constantine, King County Executive

\_\_\_\_\_  
Date

# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Rights of the Southern Resident Orcas  
Proclamation

ATTACHMENTS:  
1. Proclamation

FOR AGENDA OF: March 9, 2023

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: February 27, 2023

CLEARANCES:

- ☐ City Clerk \_\_\_\_\_
- ☐ Community Development \_\_\_\_\_
- ☐ Courts \_\_\_\_\_
- ☐ Director of Marina Redevelopment \_\_\_\_\_
- ☐ Emergency Management \_\_\_\_\_
- ☐ Finance \_\_\_\_\_
- ☐ Human Resources \_\_\_\_\_
- ☐ Legal \_\_\_\_\_
- ☐ Marina \_\_\_\_\_
- ☐ Police \_\_\_\_\_
- ☐ Parks, Recreation & Senior Services \_\_\_\_\_
- ☐ Public Works \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL:

**Purpose and Recommendation**

The purpose of this agenda item is for the City Council to approve the Rights of the Southern Resident Orcas Proclamation.

**Suggested Motion**

**Motion 1:** "I move to approve the Rights of the Southern Resident Orcas Proclamation."

### **Background**

The southern resident orcas, also known as the southern resident killer whales (SRKW), are the smallest of four separate, non-interbreeding communities of the exclusively fish-eating ecotype of orca in the northeast portion of the North Pacific Ocean. The U.S. National Marine Fisheries Service listed this distinct population segment of orcas as endangered, effective from 2005, under the Endangered Species Act. As of July 2022 there were only 73 individuals (74 including the captive southern resident, Lolita) in the annual census conducted by the Center for Whale Research.

In 2018, one of the orcas, known as Tahlequah, captured international attention when she refused to abandon her stillborn calf, carrying it through the water for 17 days. Orcas have unique cultural, social and physical characteristics and, like humans, they are sentient beings, have individual personality traits and display affection, grief and playfulness, scientists have determined.

Around the world, at least 39 countries and Indigenous nations have judicial rulings or some form of legislation recognizing the rights of nature. In Ecuador, where there is constitutional recognition of the rights of Pacha Mama, or Mother Earth, the laws have been used to block exploratory mining projects in fragile ecosystems and to require the restoration of a damaged river.

Researchers estimate there are over 400 initiatives in the works around the world to advance the recognition of nature's rights. Separately, legal systems around the world from New Zealand to the United Kingdom and Spain have increasingly recognized that animals have the capacity to experience feelings and sensations, including suffering.

In the United States, local communities across the country have enacted laws or otherwise taken steps to recognize the legal rights of nature. However, those laws have faced obstacles that have kept them from being enforced, as a result of legal precedents at the state level that subordinate, or preempt, local government laws to state legislation.

### **Discussion**

A member of the public reached out to Council asking them to consider supporting a Proclamation for our Southern Resident Orca population in the Salish Sea.

### **Alternatives**

The alternative is to not approve the Proclamation supporting the Southern Resident Orca population.

### **Financial Impact**

There is no financial impact to this Proclamation.

### **Recommendation**

Staff recommends Council supporting the Southern Resident Orca Proclamation.



## Proclamation

**WHEREAS**, the Southern Resident Orcas (the Orcas) are culturally, spiritually and economically important to the people of Washington State and the world; and

**WHEREAS**, despite legal protections for nearly two decades, the population continues to decline and is critically endangered, with only 73 individuals left; and

**WHEREAS**, the Orca's survival is dependent on healthy and functioning ecosystems, and

**WHEREAS**, over 20 countries, dozens of local communities in the United States, and several tribal governments have recognized that nature has inherent rights, and that human society has the responsibility to protect and steward nature in a manner consistent with our interconnected relationships; and

**WHEREAS**, the rights of the Southern Resident Orcas include, but are not limited to, the right to life, autonomy, culture, free and safe passage, adequate food supply from naturally occurring sources, and freedom from conditions causing physical, emotional, or mental harm, including a habitat degraded by noise, pollution, and contamination,

**NOW THEREFORE, THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS** and urges action by local, State, federal and tribal governments that secure and effectuate the

## Rights of the Southern Resident Orcas

and of the ecosystems upon which they depend.

**SIGNED** this 9<sup>th</sup> day of March, 2023

---

Matt Mahoney, Mayor

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## A G E N D A   I T E M

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

SUBJECT: Collective Bargaining Agreement:  
Teamsters Local No. 763

FOR AGENDA OF: March 9, 2023

DEPT. OF ORIGIN: City Manager's Office

**ATTACHMENTS:**

1. Collective Bargaining Agreement by and between City of Des Moines, Washington and Public, Professional & Office-Clerical Employees and Drivers ("Teamsters") Local No. 763 (Representing the Public Works, Parks and Marina Employees)

DATE SUBMITTED: March 3, 2023

**CLEARANCES:**

- ☐ Community Development \_\_\_\_\_
- ☐ Marina \_\_\_\_\_
- ☐ Parks, Recreation & Senior Services \_\_\_\_\_
- ☐ Public Works \_\_\_\_\_
- ☒ Legal /s/ \_\_\_\_\_
- ☒ Finance *MM 2/1*
- ☒ Human Resources /s/ AJ \_\_\_\_\_
- ☐ Courts \_\_\_\_\_
- ☐ Police \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

**Purpose and Recommendation**

The purpose of this agenda item is to approve the Collective Bargaining Agreement ("Agreement") between the City of Des Moines and the Teamsters Local No. 763 for the period January 1, 2023, through December 31, 2025.

**Suggested Motion**

**Motion 1:** "I move to approve the attached Collective Bargaining Agreement between the City of Des Moines and the Teamsters Local No. 763 and to authorize the City Manager to sign the Agreement substantially in the form as attached."

**Background**

The City and the Teamsters Local No. 763 began negotiations on November 29, 2022 for the Teamsters Local No. 763 collective bargaining agreement that was set to expire on December 31, 2022. This agreement had been in effect for the periods of January 2020 to December 2022. The City and the Teamsters met five (5) times over two (2) months to review the various provision proposals. The strategy employed by the City and the Teamsters emphasized interest-based bargaining. This approach encourages meaningful dialogue so a better understanding of the issues being discussed can be achieved and solutions can be proposed that will best meet the interests of both parties. Throughout the bargaining process, the City and the Teamster leadership remained fully committed to achieving mutually acceptable outcomes, which allowed us to reach a tentative agreement on February 5, 2023.

**Discussion**

The City was able to negotiate with the Teamsters, an equitable compensation package that aligns with the City's commitment to maintaining a solvent and sustainable budget. In 2023, the Teamsters will receive a (8.0%) COLA, which is comparable to what non-represented Generals (with the exception of the Police Support group which is pending contract negotiations), Exempts, Directors and police staff covered under a Guild bargaining agreement received for wage increases as approved by the Council. For 2024, the Teamsters will receive a base wage increase equal to the June 2022 to June 2023 CPI-U for Seattle-Tacoma-Bellevue, with a guaranteed minimum of three percent (3.0%) and a maximum of four percent (4.0%). In 2025, the Teamsters will receive a base wage increase equal to three percent (3.0%). Analysis by the Financial Department indicated these increases would be consistent with maintaining a sustainable budget for the City. Additionally, these wage increases support an equitable approach to applying wage increases across the board to City staff.

The City and the Teamsters were also successful in maintaining the status quo for Teamster membership and their dependents regarding their existing health plan options. A number of clarifications or enhancements on existing provisions were also negotiated in a manner acceptable to both sides.

**Alternatives**

The Council could choose not to approve the Agreement and direct the City Manager to move forward with the arbitration process. (Not recommended).

**Recommendation or Conclusion**

Administration recommends approval of the proposed Agreement as it contains those changes and compromises authorized by the Council.

COLLECTIVE BARGAINING AGREEMENT

By and Between

CITY OF DES MOINES, WASHINGTON

and

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES  
AND DRIVERS  
LOCAL UNION NO. 763

(Representing the Public Works, Parks and Marina Employees)

January 1, 2023 - December 31, 2025

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COLLECTIVE BARGAINING AGREEMENT  
by and between  
CITY OF DES MOINES, WASHINGTON  
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PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing the Public Works, Parks and Marina Employees)

January 1, 2023 through December 31, 2025

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THIS COLLECTIVE BARGAINING AGREEMENT, (hereinafter referred to as Agreement) is made and entered into by and between the CITY OF DES MOINES, WASHINGTON, hereinafter referred to as the Employer or the City, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I      RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 1.1      Recognition - The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all regular full-time and regular part-time maintenance and operations employees within the City of Des Moines Public Works Maintenance Division, Park Maintenance Division, and the Marina excluding supervisors, confidential employees, clerical employees, seasonal and temporary employees and all other employees.
- 1.1.1      For the purposes of this Agreement, "temporary employee" or "seasonal employee" shall mean an individual appointed to a position for a period of time less than nine (9) months, absent a declaration by the City of emergency need. Should a temporary or seasonal employee be employed in the same position for more than twelve (12) months, the temporary or seasonal employee shall be considered a regular full-time or regular part-time employee. All benefits normally provided regular employees shall begin as of the date the employee changes status from temporary or seasonal to regular.
- 1.2      New-Hire Orientation with Union - The Employer shall notify the Union of all new full-time part-time, and seasonal employees hired into the bargaining unit. The Union and shop steward will then be provided thirty (30) minutes during employee's regular working hours for purposes of presenting information about the bargaining unit and Union membership. This shall generally occur within the first two (2) weeks of an employee's date of hire (or, for seasonal/temporary employees, from the date of eligibility into the bargaining unit), but in no instance later than ninety (90) calendar days. Employees have the option to attend or not attend the orientation.
- 1.3      Payroll Deduction - The Employer shall deduct from the paycheck of each employee who has so authorized in writing the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Any employee who wishes to cancel the written authorization for dues deduction, must notify the Employer and Union in writing, at which time the Employer will discontinue the deduction.
- 1.3.1      The Union agrees to hold the Employer harmless from any liability whatsoever that might ensue as a result of actions taken to enforce the provisions of this Article. The Union shall defend and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the employer for the purpose of complying with any of the provisions of this Article.

City of Des Moines - Teamsters 763  
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- 1.4        Union Officials Time-Off - An employee who holds a Union position (Shop Steward and/or member of the Negotiating Committee) may be granted time-off while conducting business vital to the employees in the bargaining unit provided:
- They notify the Employer in writing at least forty-eight (48) hours prior to the time-off period;
- The Employer is able to properly staff the employee's job duties during the time-off period;
- The wage cost to the Employer is no greater than the cost that would have been incurred had the employee not taken time-off; and
- Employees shall not transact Union business while working on shift, except up to three designated representatives may participate in contract negotiation meetings with the employer.
- 1.4.1      A shop steward shall be granted reasonable time to participate in grievance meetings with the Employer and/or to accompany an employee in an investigatory interview.
- 1.5        Union Notification - Within thirty (30) days from the date of hire of a new bargaining unit employee, the Employer shall forward to the Union the name, address, and telephone number of the new employee. The Employer shall promptly notify the Union of all bargaining unit employees leaving its employment.
- 1.6        Bulletin Boards - The Employer shall provide suitable space for two (2) bulletin boards, one at the maintenance facility and one at the Marina. Postings by the Union on the bulletin boards shall be confined to official business of the Union; provided such notices shall not be derogatory of the Employer, its elected officials or other personnel.
- 1.7        Union Visitation – An authorized representative of the Union shall have access to the City's workplace at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that the Agreement is being adhered to, provided that such visit shall not interfere with the work process or cause undue interruption of the employees' work schedule.
- 1.8        DRIVE - The Employer agrees to deduct from the paycheck of all employees covered by this Agreement who choose to make voluntary contributions to Democrat, Republican, Independent Voter Education (DRIVE). DRIVE shall notify the Employer of the amounts designated by each contributing employee that are to be deducted from the employee's paycheck on a per pay period basis, for all pay periods worked. The phrase "pay periods worked" for purposes of this provision, shall include any pay period in which the employee earned a wage, provided it will not create negative net pay to the employee. The Employer shall transmit to DRIVE National Headquarters on a monthly basis, in one check, the total amount deducted along with the name of each employee on whose behalf a deduction is made. The International Brotherhood of Teamsters shall reimburse the Employer annually for the Employer's actual cost for the expenses incurred in administering the payroll deduction plan. The Union shall indemnify, defend and save the Employer harmless from any claims, suits, judgements, attachments, and from any form of liability as a result of making any deductions pursuant to this provision.

ARTICLE II      NON-DISCRIMINATION

- 2.1            Neither the Employer, the Union nor any employee shall in any manner whatsoever unlawfully discriminate against any employee or applicant for employment on the basis of race; color; religion; creed; sex; sex/gender; sexual orientation; marital status; national origin; age; military status; sensory, mental or physical disabilities; or any other category protected by applicable federal, state or local law. Nothing shall prevent the City from establishing bona fide occupational qualifications (BFOQ). Any employee complaints of discrimination must be reported in accordance with the Discrimination and Harassment Complaint Procedure set forth in Section 2.C.E of the City's Personnel Manual.
- 2.2            No employee shall be discriminated against because of membership or non-membership or lawful activity in the Union, provided such activity is not carried on so as to interfere with the normal work process.

ARTICLE III      MANAGEMENT RIGHTS

- 3.1            The Employer retains and reserves all powers and authority to manage its operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, regulations, and City ordinances and policies whether or not specifically mentioned in this agreement and whether or not previously exercised, subject only to the limitations expressly stated in this Agreement. Such management rights shall include but not be limited to the following:
- 1)            To plan, direct, control and determine all operations, functions, and policies of the City and to modify such operations, functions and policies as they may affect employees in the Bargaining Unit;
  - 2)            To establish and administer a personnel system that provides for all types of personnel transactions, including determining procedures, standards for hiring, promotion, transfer, assignment, layoff, discipline, and classification of positions.
  - 3)            To determine job descriptions and job content, with the understanding that job descriptions do not and cannot detail each and every minor or incidental duty employees are expected to perform; nevertheless, employees are expected and required to perform all such duties;
  - 4)            To supervise and direct the workforce, to establish the qualifications for employment and to employ and train employees;
  - 5)            To schedule and assign work;
  - 6)            To establish reasonable work and performance standards and, from time to time, to change those standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance and productivity of employees;
  - 7)            To assign overtime or not. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest;
  - 8)            To determine the methods, means, organization and number of personnel by which operations and services shall be made or purchased; to subcontract work with either public or private sector agencies or assign work to other City non-bargaining unit personnel in accordance with Article 18;

- 9) To make and enforce rules and regulations, including but not limited to safety rules, operational policies and procedures, and rules of conduct;
  - 10) To discipline or discharge for just cause.
  - 11) To lay off employees for lack of work, funds, or the occurrence of conditions beyond the control of the employer or where such condition of work would be wasteful and unproductive;
  - 12) To change or eliminate existing methods, equipment or facilities, including past practices;
  - 13) To lawfully inspect lockers, other spaces assigned to Employees, and City vehicles without consent provided that the Employee has a right to be present;
  - 14) Except as provided by this Article or elsewhere in this Agreement, the Union retains the right to bargain the impacts of management decisions on wages, hours and/or working conditions within the meaning of RCW 41.56. It is not the City's intent to use this language to unilaterally implement furloughs.
- 3.2 Probationary employment with the City is at will and the City expressly reserves the right to discharge probationary employees with cause or without cause or advanced notice and without compensation except for time actually worked.
- 3.3 The City's Personnel Manual shall apply to members of this bargaining unit. However, in the event of a conflict between a specific provision of this Agreement and any guideline, regulation, or rule of the City, the provision of this Agreement shall control. In addition, the parties agree that the City has the sole right to amend, modify, adopt, or change any such personnel policies, provided that the Union is given fifteen (15) days advance notice and an opportunity to comment.
- 3.4 The City has the right at any time to require an employee to provide evidence of a valid Washington State driver's license if the employee has or will at any time drive a City vehicle and CDL endorsement if such is required by the classification. Such requirement may include having the employee sign a release of driving record; payment of fee is to be paid by the employee. Also, the City from time to time may require evidence of current job-related certifications.
- 3.5 The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to any grievance procedure or to bargaining during the term of this Agreement, except where such exercise is in violation of the express written terms of this Agreement.

#### ARTICLE IV     HOURS OF WORK

- 4.1 Work Schedule – The normal work schedule for full-time employees shall be five (5) consecutive days of eight (8) hours of work exclusive of the lunch period, Monday through Friday, unless an alternate work schedule is scheduled by the City and fourteen (14) days notice is provided to the employee. Management will discuss with the Union any changes to the regular work schedule longer than thirty (30) days in duration.
- 4.1.1 Employees assigned to the Public Works Department have been authorized by the City Manager to continue working a "9-80s" alternative work schedule (which provides for alternating Fridays off). To comply with the Fair Labor Standards Act, the "designated workweek" for this schedule will begin at 11:00 a.m. every other Friday.
- 4.1.2 The Employer shall continue its current practice relative to the work schedule for Marina



employees except meal periods shall be unpaid throughout the year.

- 4.2 Shift Change – Each employee shall be assigned to a regular shift starting time which shall not normally be changed without forty-eight (48) hours notice, exclusive of emergencies, e.g., snow, ice, flood, earthquake, etc. In the event an employee's regular shift starting time is changed with less than forty-eight (48) hours notice, the employee shall be paid at the overtime rate up to the first sixteen (16) hours worked outside of the employee's regular shift hours during the remainder of the employee's scheduled work week.
- 4.2.1 In the event an employee requests a temporary light duty or modified duty work assignment, the employee waives their right to a forty-eight (48) hour notice to change their regular shift schedule. The employee will be offered a work schedule that best supports their medical restrictions and their light and/or modified duty assignment. Once the light duty and/or modified duty assignment ends, they will return to their regular schedule on their next regularly scheduled workday.
- 4.3 Rest Periods – Employees shall receive a rest period of fifteen (15) minutes on the Employer's time for each four (4) hours of working time and shall be scheduled as near as possible to the midpoint of each four (4) hour work period. No employee shall be required to work more than three (3) hours without a rest period. By mutual agreement between the employee and the Employer, the rest periods may be taken at a time other than stated above.
- 4.4 Meal Periods – Employees shall receive a meal period of thirty (30) minutes which shall be on the employee's own time and which shall commence no less than three (3) nor more than five (5) hours from the beginning of the shift. By mutual agreement between the employee and the employer, the meal period may be taken at a time other than stated above. An employee who works more than three (3) hours longer than his normal workday may, at the option of the employee, receive an additional unpaid meal period before or during their overtime.

#### ARTICLE V OVERTIME, CALLBACK, AND STANDBY

- 5.1 Overtime – All hours compensated in excess of forty (40) hours in a week, exclusive of the lunch period, shall constitute overtime. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.
- 5.1.1 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion (eight (8) or more minutes) of each fifteen (15) minute increment being paid as fifteen (15) minutes. All work related calls to an employee who is off-duty shall be paid at a fifteen minute minimum.
- 5.1.2 Scheduled overtime work shall be offered to qualified employees who have designated the preference to work overtime by rotation when feasible. If an insufficient number of employees sign up to work the scheduled overtime, then employees will be assigned the overtime, by least senior to most senior employee, even if they have indicated they prefer not to work overtime, provided that no employee shall be mandated to work overtime more than one (1) time per quarter. Once an employee has been mandated to work overtime one (1) time per quarter, the next least senior employee shall be assigned overtime when an insufficient number of employees sign up to work overtime.
- 5.1.3 In lieu of overtime pay, compensatory time-off may be accrued upon the request of the employee and the approval of the employer. Scheduling of compensatory time-off shall be subject to the approval of the employee's supervisor. Compensatory time-off shall be taken at the rate of one and one-half (1.5) times the hours worked. The maximum number of hours that can be accumulated is forty (40) hours.

- 5.1.4 Employees shall not accrue additional leave (sick leave or vacation), health or other insurance benefits while on overtime.
- 5.2 Callback - An employee who has left work and is called back to work after completion of a regular day's shift, is called in to work before the beginning of the employee's shift or is called in on the employee's day-off shall be paid a minimum of three (3) hours at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay starting at the time the employee is contacted and reports for the assignment; provided however, if the employee's regular shift starts less than three (3) hours from the time the employee started work on the callback, the employee shall receive one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay only for such time as occurs prior to the commencement of the employee's regular shift.
- 5.2.1 Employees called back to work, as provided in Section 5.2, shall receive one-half (1/2) hour paid travel time to the shop, beginning at the time the call out is made and one-half (1/2) hour paid travel time from the city shop upon completion of the job. If the employee completes the call out assignment within the three (3) hours, including travel time, the employee shall receive the three (3) hour minimum at the appropriate overtime rate of pay (i.e., travel time to shop thirty (30) minutes assignment takes one (1) hour forty-five (45) minutes and return travel time thirty (30) minutes equals two (2) hours forty-five (45) minutes, the employee would receive the three (3) hour minimum or if it takes the employee two and one half (2.5) hours to complete the call out the employee would then receive three and one half (3.5) hours of pay).
- 5.3 Standby - Employees may be placed on "Standby" status when it is anticipated that they may be called back to duty after going off shift. When placed on standby status, employees will remain near a telephone and will leave a number where they can be reached (unless equipped with a pager, cell phone or other communication device, in which case the employee shall remain within communication distance and within one and one-half (1.5) hours or ninety (90 minutes) travel time to the City). It is the intent that standby status shall not preclude an employee from using the time for personal pursuits. While on standby duty, it is the employee's responsibility to be ready and able to work if called (for example: be able to get to work and not be impaired by drugs or alcohol).
- 5.3.1 Employees on Standby and called back to work, as provided in Section 5.2, shall receive one-half (1/2) hour paid travel time to the shop, beginning at the time the call out is made and one-half (1/2) hour paid travel time from the city shop upon completion of the job. If the employee completes the call out assignment within the three (3) hours, including travel time, the employee shall receive the three (3) hour minimum at the appropriate overtime rate of pay (i.e., travel time to shop thirty (30) minutes assignment takes one (1) hour forty-five (45) minutes and return travel time thirty (30) minutes equals two (2) hours forty-five (45) minutes, the employee would receive the three (3) hour minimum or if it takes the employee two and one half (2.5) hours to complete the call out the employee would then receive three and one half (3.5) hours of pay).
- 5.3.2 Standard Standby Rate - Employees shall be paid - \$3.25 per non-working hour.
- Employees who are on standard "standby duty" as described in provision 5.3.4 shall also receive a Holiday Standby Rate for standard "standby duty" of an additional \$2.00 per non-working hour occurring on the day of Independence Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Years Day.
- Employees will receive overtime pay for the number of hours worked if called in to work, subject to the callback provisions of Section 5.2. Standby Duty shall not be counted as hours worked for the purposes of computing overtime or eligibility to receive fringe benefits.
- 5.3.3 Standard Standby Duty shall be rotated amongst those eligible bargaining unit employees

who have designated their preference to work Standby Duty. If no one volunteers or if an insufficient number of volunteers sign up for Standby Duty, then it shall be assigned to other employees by rotation starting with the least senior, provided that no employee shall be mandated to be on standby duty more than one (1) time per quarter. Once an employee has been mandated to be on standby duty one (1) time per quarter, the next least senior employee shall be assigned standby duty when an insufficient number of employees sign up to be on standby.

The City retains the right to determine the number of stand-by duty slots required to fulfill operational needs. The City may modify or eliminate the number of these slots with written notice to the Union. Upon receipt of that notice, the Union will be offered an opportunity to provide input prior to the change.

- 5.4 Operational Needs Standby Duty. If the City Manager or designee, determines that operational needs such as inclement weather events, temporarily requires additional staff to be placed on operational needs standby duty, these staff will be paid \$5.00 per non-working hour.

Employees will receive overtime pay for the number of hours worked if called in to work, subject to the callback provisions of Section 5.2. Standby Duty shall not be counted as hours worked for the purposes of computing overtime or eligibility to receive fringe benefits.

- 5.4 Higher Classification - In the event an employee is assigned by the department director or designee to work out-of-class in a higher classification within the bargaining unit, then the employee shall be paid an additional 7.5% of their base pay, for all hours worked while the employee is assigned to the higher classification within the bargaining unit, provided the employee has worked for a period of not less than two (2) consecutive workdays in the higher classification, retroactive to the first day worked in the higher classification.

- 5.5 Pyramiding of Compensation - No pyramiding or double application of Sections and/or Articles is permitted. Compensation shall not be paid more than once for the same hours under any provision or Section of this Article or Agreement, unless expressly stated in each Section or Article. On-call changes shall be approved in advance by the City so as not to require unnecessary overtime costs. The workdays and work periods specified herein shall not constitute guaranteed hours of work.

#### ARTICLE VI SENIORITY, LAYOFF, RECALL and JOB VACANCIES

- 6.1 Seniority - Seniority shall be the amount of continuous service within a regular bargaining unit position. Seniority shall date back to the employee's date of hire, in a regular status in the bargaining unit, but shall not be established until completion of the employee's "probationary period". An employee may be disciplined and/or discharged during his probationary period without recourse to the grievance procedure contained herein.

- 6.1.1 Each calendar year, upon the request of the Union, the Employer shall provide the Union with a seniority list showing the name, present classification, first date of compensated work in the bargaining unit and the employee's initial date of hire for each employee in the bargaining unit.

- 6.2 An employee's seniority shall be broken so that no prior period of employment shall be counted and their seniority shall cease upon:

- 1) Retirement;
- 2) Voluntary termination or job abandonment;
- 3) Discharge;

- 4) Failure of the employee to notify the employer of his willingness to return to work upon recall from a layoff within ten (10) calendar days after mailing a written notice from the employer to the employee's last known address appearing on the employer's records;
- 5) Failure to return to work promptly after an authorized leave of absence;
- 6) Layoff exceeding fifteen(15) months; or
- 7) Unauthorized leave from work beyond three (3) working days.

6.2.1 The period of layoff or unpaid leave of absence will not count toward the computation of the amount of "continuous time in service".

6.3 Layoff - Layoff shall be by classification. In case of a layoff, employees shall be retained on the basis of job performance. When job performance is relatively equal, the employee with the shortest length of continuous service shall be laid off first. Relative job performance shall be determined on the basis of qualifications, past job performance evaluations and current job evaluations. Qualifications shall be determined by the knowledge, abilities and skills required for the affected position, as stated in the classification descriptions, and the employee's ability to perform the remaining work without further training.

6.3.1 The employer shall use no less than the last three (3) job performance evaluations in the determination of which employee is to be laid off. However, if an employee has less than three years of work in any of the classifications (can be cumulative) then those job performance evaluations shall be utilized.

6.3.2 Such person designated for layoff may bump an employee in a lower bargaining unit job classification the employee has previously held and/or which the employee is qualified (skills and ability) to hold. The employee to be bumped and laid off from the lower classification shall be selected through the process described in this Article.

6.4 Recall - In the case of recall, those employees laid off last shall be recalled first. An employee on layoff shall keep both the Employer and the Union informed of the address and telephone number where he can be contacted. Failure of the employee to notify the Employer of his willingness to return to work upon recall from layoff within ten (10) calendar days after mailing of written notice from the Employer to the employee's last known address appearing on the Employer's records shall cause the Employer's obligation to recall the employee to cease.

6.4.1 The Employer shall have no obligation to recall an employee after he has been on continuous layoff for a period of fifteen (15) months.

6.4.2 During a period of lay-off recall, no temporary or seasonal employees may be hired until laid off bargaining unit members have been offered the position. The declination or acceptance of a temporary or seasonal position will not affect the recall status of the individual.

6.4.3 Job Vacancies - All job vacancies within the bargaining unit, whether existing positions or newly created positions, shall be posted on the City's internal employment application website for not less than seven (7) calendar days, during which time employees who desire consideration for such openings shall apply as prescribed in the job posting. Bargaining unit employees who meet the minimum qualifications for the position and have completed their probation period shall be given first consideration for positions in the bargaining unit. The (7) calendar day posting period for positions within the bargaining unit may be waived in agreement with the Union.

6.4.4 Posted job opportunities shall contain a current description of the job duties and the rate of pay. It is the intent of the parties to provide qualified employees with opportunities to help

meet the needs of both the employee and the City.

- 6.4.5 Employees who are recalled from layoff shall have their sick leave balances restored to the number of hours that were in their sick leave banks at the time of layoff, less any amounts that were cashed out at separation.

**ARTICLE VII SICK LEAVE, SHARED LEAVE, LIGHT DUTY, AND BEREAVEMENT LEAVE**

- 7.1 Sick Leave - All full-time employees accrue sick leave benefits at the rate of eight (8) total hours for each calendar month of continuous employment. Such sick leave shall be separated into two separate accrual banks, "state sick leave" and "city sick leave." Employees shall accrue one-half of their monthly sick leave accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Part-time employees shall accrue sick leave benefits on a pro rata basis according to hours worked.
- 7.1.1 All employees shall accrue one (1) hour of paid state sick leave for every forty (40) hours worked. Employees are not entitled to accrue state sick leave for hours paid while not working (such as vacation, paid holidays, or while using state sick leave). In addition, regular full-time employees shall accrue city sick leave, which when combined with their state sick leave will total eight (8) hours of sick leave per month (prorated for part-time employees).
- 7.1.2 State sick leave benefits accrue from the date of employment and employees are entitled to use their accrued state sick leave beginning on the ninetieth (90<sup>th</sup>) calendar day after the start of their employment. City sick leave benefits are earned from the date of employment, and may be utilized from date of employment. Employees do not earn sick leave benefits during a leave without pay. Employees do not earn city sick leave benefits, and may not use any earned but unused sick leave benefits during a suspension without pay. Employees continue to earn sick leave and vacation time while on paid sick leave.
- 7.1.3 City sick leave benefits not used during the calendar year in which they are earned may be carried over and used during succeeding calendar years. Such benefits may be carried over into successive calendar years so long as the employee remains employed by the City. Employees who transfer to another department retain any accumulated sick leave benefits after transfer to their new position.
- 7.1.3.1 Unused state sick leave balances in excess of forty (40) hours remaining at the end of the calendar year shall be credited to the employee's city sick leave balance the following year. State sick leave balances of forty (40) hours or less must carry over to the following calendar year.
- 7.1.4 Accrued state sick leave must be utilized first, followed by city sick leave once the employee's state sick leave is exhausted. Employees may use their accrued, unused sick leave hours to care for themselves or a family member (as defined below) for:
- a. Mental or physical illnesses, injuries, or health conditions;
  - b. The need for medical diagnosis, care, or treatment of mental or physical illnesses, injuries, or health conditions; or
  - c. The need for preventive medical care.
- 7.1.4.1 For the use of sick leave to care for an employee's family member, "family member" is defined as a child, parent, spouse, registered domestic partner, grandparent, grandchild, or sibling. "Child" is defined as a biological, adopted, or foster child, stepchild, or a child to whom the employee stands in loco parentis, is a legal guardian, or is a de facto parent, regardless of age or dependency status). "Parent" is defined as a biological, adoptive, de facto, or foster parent, stepparent, or legal guardian of an employee or the employee's

spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.

- 7.1.4.2 Sick leave benefits may also be used by eligible employees for paternity leave for ten (10) days after the birth or adoption of a child under the age of six, and for actual periods of temporary disability associated with pregnancy or childbirth during which the employee is physically unable to perform her duties as certified by a licensed physician. Sick leave may also be used for (a) a child with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition. For the purposes of this section, "health condition", "serious health condition", "emergency condition" and "mental or physical disability" are defined by WAC 296-130-020(10-14).
- 7.1.4.3 Employees may use their accrued, unused sick leave when their City building (work site) has been closed by order of a public official for any health-related reason; or when an employee's child's school or place of care has been closed by order of a public official for any health-related reason. See the definition of "child" in the previous section.
- 7.1.4.4 Employees may use their accrued, unused sick leave to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee and their family members including, but not limited to:
- a. Preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault, or stalking;
  - b. Seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault, or stalking;
  - c. Attend health care treatment for a victim who is the employee's family member;
  - d. Obtain, or assist the employee's family member(s) in obtaining, services from: A domestic violence shelter; a rape crisis center; or a social services program for relief from domestic violence, sexual assault, or stalking.
  - e. Obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault, or stalking in which the employee or the employee's family member was a victim of domestic violence, sexual assault, or stalking.
  - f. Participating, for the employee or for the employee's family member(s), in: safety planning; or temporary or permanent relocation; or other actions to increase the safety from future incidents of domestic violence, sexual assault, or stalking.
  - g. For purposes of leave related to domestic violence, sexual assault, or stalking, "family member" is defined as any individual whose relationship to the employee can be classified as a child, spouse, parent, parent-in-law, grandparent, or person with whom the employee has a dating relationship.
- 7.1.5 In the event an employee exhausts his or her accrued sick leave, the employee has the option to use accrued vacation leave or compensatory time.
- 7.1.6 Employees injured on the job shall not simultaneously collect sick, vacation or compensatory leave and Worker's Compensation payments greater than the employee's regular pay. The City provides "Sick Leave Restoration" program to enable employees, off work due to a workplace injury, to receive a paycheck while they wait for the Department of Labor and Industries (L&I) to process their claim and issue time-loss compensation. Employees may elect to use sick leave for the absence, but then have much of their sick leave accruals credited back calculated based on time-loss L&I payments issued to the employee. Employees must use their available sick leave bank, and when and if the employee's sick leave is exhausted, compensatory time or accrued vacation leave may be used. It is mandatory for the employee to restore their sick leave hours (used to keep them "whole") while waiting for their time-loss payments from L&I, so that the employee receives

no more than 100% of their wages during a time loss event. In any event, the Employer shall pay only up to the maximum of the difference between the payment received under Worker's Compensation by such employee and the employee's regular straight-time rate of compensation that the employee would have received from the Employer if able to work. Such payment by the Employer shall be limited to the period of time that such employee has accumulated paid leave credits. The foregoing shall be accomplished by the following: When the City is notified that the employee has received a time-loss payment from L&I, the City will offset or adjust the difference between the L&I payment and what the employee has been paid from the City for the corresponding period(s). Once the employee has "restored" all their sick leave accruals, the employee shall no longer accrue paid leave benefits and the offset from L&I payments shall cease. The employee is no longer required to surrender the time loss payments from Worker's Compensation to the Employer.

- 7.1.7 Payment of sick leave benefits is conditioned upon the employee notifying the supervisor or Department Director, or designee, of the employee's absence(s) as outlined in Section 4.H Attendance and Tardiness/Absenteeism of the City's Personnel Manual. Failure to give the required notice may result in no payment of city sick leave benefits or other compensation for such absence(s).
- 7.1.7.1 Employees must provide reasonable notice of an absence from work for the use of sick leave to care for themselves or a family member, or because the employee's child's school or place of care is closed by order of a public official for any health-related reason, as follows.
- 7.1.7.2 If an employee's absence is foreseeable, the employee must provide notice to their supervisor or designee at least 10 days, or as early as practicable, before the first day sick leave is used. If possible, notification should include the expected duration of the absence.
- 7.1.7.3 If an employee's absence is unforeseeable, the employee must contact their supervisor or designee as soon as possible before the required start of their shift. If the absence continues beyond the first day, the employee shall notify the supervisor on a daily basis.
  - a. If circumstances allow, employees should provide notice as soon as the employee learns of the need for sick leave.
  - b. In the event it is not practicable to provide notice of an unforeseeable absence, a person on the employee's behalf may provide such notice.
  - c. If possible, this notification should include the expected duration of the absence.
- 7.1.7.4 For the use of domestic violence, sexual assault, or stalking, if the absence is foreseeable, an employee must give advance oral or written notice to their supervisor or designee as soon as possible. If an employee is unable to give advance notice because of an emergent or unforeseen circumstance related to the employee or family member being a victim of domestic violence, sexual assault, or stalking, the employee or their designee must give oral or written notice no later than the end of the first day that the employee takes such leave.
- 7.1.8 When an employee has used state sick leave for an authorized use for more than three (3) consecutive days, the employee must provide verification that establishes or confirms that the use of sick leave is for an authorized purpose. "Three (3) consecutive days" means an absence for a full work day or partial work day on each of three consecutive days during which the employee is required to work. For those employees with a regular work schedule, when the employee is "required to work" means the employee's regular schedule. However, an employee who is on a scheduled day off, such as a holiday or scheduled vacation day, cannot use sick leave because the employee is not required to work that day. Acceptable verification for absences exceeding three days are specified as follows.

- 7.1.8.1 For care of the employee or the employee's family member, acceptable verification may include:
- A written or oral statement from the employee indicating that the use of sick leave is necessary to care for the employee or their family member for an authorized purpose;
  - A doctor's note or a signed statement by a health care provider indicating that the use of sick leave is for care of the employee or their family member for an authorized purpose; or
  - Other documentation demonstrating that the employee's use of sick leave is for care of the employee or their family member for an authorized purpose.
- 7.1.8.2 Verification must be provided to the City within ten (10) calendar days of the first day an employee used sick leave to care for themselves or a family member.
- When an employee or the employee's family member has been a victim of domestic violence, sexual assault, or stalking, the employee's choice of documents listed in WAC 296-128-660 satisfies this verification requirement; such verification must be in a timely manner.
  - In the event the employee's child's school or place of care is closed by order of a public official for any health-related reason, acceptable verification may include written notice of closure by order of the public official; such verification must be provided to the City within ten (10) calendar days of the first day the employee used sick leave for such purpose.
- 7.1.8.3 When an employee has used City sick leave, the employee may be required to provide certification of illness from a qualified health care provider whenever absent for two (2) or more days or has established a pattern which appears to indicate abuse and is requested by the employee's immediate supervisor or the Department Director, or designee. Examples of such an established pattern include when employee calls in sick on a day when a vacation request was denied, or absences or tardiness when particular job duties are performed, on a day before or after days off, holidays, scheduled vacation, or weekends. The employee shall be required to provide a written release to return to work from a qualified health care provider whenever requested by the employee's immediate supervisor or the Department Director, or designee. The City may require any employee returning after an absence to be examined by a second qualified health care provider of the City's choice.
- 7.1.9 Any employee found to have abused sick leave benefits or privileges by falsification or misrepresentation shall be subject to corrective action, including but not limited to repayment to the City of any amounts paid to such employee for such periods of absence, or discipline, up to and including discharge.
- 7.1.10 Sick Leave Cash Out to HRA VEBA Upon Separation - Upon the separation from service of an employee in good standing with at least ten (10) years of service with the City of Des Moines in a position represented by the Union or upon the death of any employee regardless of years of service, the City will cash out 25% of the employee's sick leave balance or 200 hours, whichever is less. For employees with at least twenty (20) years of service, the City will cash out four hundred (400) hours or 50% of the employee's sick leave balance, whichever is less. As a tax savings to the employee, the City shall pay any sick leave cash out provided under this Section by contributing the entire cash-out value of all unused sick leave hours accrued and available to the employee's HRA VEBA account.
- 7.1.11 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may submit a request to the City Manager for a leave of absence as specified by Section 7.I of the City's Personnel Manual.



- 7.1.12 Employees may take sick leave for care of family including spousal equivalent under the Washington Family Care Act, the Family Medical Leave Act (FMLA) and Paid Family Medical Leave (PFML) as currently enacted or as may be amended.
- 7.1.13 Paid Family Medical Leave (PFML) - Beginning January 1, 2019, with benefits effective January 1, 2020 and onward, eligible employees are covered by Washington's Family and Medical Leave Program, RCW 50A.04. Eligibility for leave and benefits are established by state law and therefore independent of this Agreement. Benefits for this program are funded by both Employer and employee payroll deductions, with payroll deductions for eligible employees based on the default maximum percentages listed in RCW 50A.04.115.
- 7.2 Other Leaves - Medical, maternity, paternity, Family Medical Leave, Paid Family and Medical Leave, military leave, military reserve training, and other leaves shall be specified in the City of Des Moines Personnel Manual.
- 7.3 Shared Leave – Employees shall be eligible for shared leave in accordance with the current Employer policy contained in Section 7.J. of the City's Personnel Manual with the provision that employees applying for shared leave benefits may bank a total of forty (40) hours of accumulated sick leave. The Employer reserves the right to change the Shared Leave policy, provided that the Union is offered the opportunity to comment and provide input prior to the change and the change is applied uniformly to all employees covered by Section 7.J.
- 7.4 Light Duty – Light duty may be provided per Section 4.L of the City's Personnel Manual.
- 7.5 Bereavement – When a death occurs in an employee's immediate family, the employee may take up to two (2) days of paid bereavement leave which is not counted against any other leave. In addition, the employee may use up to eight (8) hours of sick leave for bereavement leave for in-state deaths and up to twenty- four (24) hours of sick leave for out-of-state deaths. The timing of bereavement leave will be by mutual agreement between the employee and the Department Director, or designee. An employee is not paid for any days off if the employee would not otherwise have been entitled to compensation for that day. Bereavement leave pay shall be that amount the employee would have earned had the employee worked his or her regular work schedule during the leave. An employee may be granted a bereavement leave prior to completion of the trial period. "Immediate family" as used in this section is defined as an employee's spouse, spousal equivalent in a cohabitation relationship, parents, grandparents, children, adopted children, foster children, grandchildren, brothers, sisters, first cousins, nephews, nieces, aunts, or uncles, and/or corresponding in-laws and "step" relations. Additional paid bereavement leave using sick leave or other leaves may be approved by the City Manager on a case-by-case basis.

#### ARTICLE VIII VACATION AND HOLIDAY

- 8.1 Vacation – Each regular full-time employee shall accrue vacation leave at the following rates:

<u>Years of Employment</u>	<u>Vacation Hours Earned</u>	<u>Carryover Maximum</u>
0-3 years	8 hours/month	240
4-6 years	10 hours/month	240
7-10 years	12 hours/month	288
11-15 years	14 hours/month	336
16+ years	16 hours/month	384

- 8.1.1 Employees accrue one-half of their monthly vacation accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Employees

are eligible to use earned vacation leave after six (6) months of employment. The department director can waive the six-month waiting period. Regular part-time employees earn vacation leave on a pro-rated basis.

- 8.1.2 All vacation must be scheduled with and approved by the department director or designee. Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department.
- 8.1.3 Employees are encouraged to use vacation in the year it is earned. The maximum vacation hours that any employee can carry in their vacation balance is according to the schedule listed In Section 8.1. Where City operations make It impractical for an employee to use his/her vacation time, the City Manager may authorize the employee to carry more hours, provided that the employee submits a request to carry the additional hours that includes an explanation of why they could not use all the hours over their vacation maximum balance and details a plan to make sure he will not carryover more than the maximum the following year. This request must be endorsed by the department director.
- 8.1.4 Upon separation from employment, employees shall be paid for all accrued but unused vacation time on their final paycheck at their current straight-time rate. Employees who are retiring are encouraged to use unused vacation time prior to the effective date of their retirement. Retiring employees may be paid for that portion of unused vacation time that does not create a retirement financial liability or obligation for the City on their final paycheck.
- 8.2 Holidays – An employee is eligible for a paid holiday if he or she is on paid status during the work day before and after the holiday. Employees shall receive the following holidays off with eight (8) hours of compensation at their regular straight-time hourly rate of pay:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
Christmas Day	December 25

Employees shall receive four (4) hours off at their regular straight-time hourly rate of pay the afternoon of Christmas Eve Day, December 24, providing they are scheduled to work. In addition, employees shall receive twenty-four (24) floating holiday hours as scheduled by the employee and approved by the supervisor. Regular part-time employees shall receive the above paid holidays on a prorated basis. TA 01.19.2023

- 8.2.1 The above holidays shall be observed on those dates set by State law. Any holiday falling on a Sunday shall be observed on the following Monday. Any holiday falling on a Saturday shall be observed on the preceding Friday.
- 8.2.2 If a holiday occurs while an employee is on vacation or sick leave, the holiday shall be utilized rather than charged against the employee's accrued vacation or sick leave.
- 8.2.3 Employees assigned to work Independence Day, Thanksgiving Day, Christmas Day, Christmas Eve Day after 12:00 p.m. (noon) and New Year's Day shall be paid two (2) times their regular rate of hourly pay for all hours actually worked on those days, in addition

to their holiday pay. Employees assigned to work on any of the remaining holidays listed in Section 8.2 shall be paid one and one-half (1.5) times their regular rate of hourly pay for all hours actually worked on these days, in addition to their holiday pay. For the purposes of this provision, holidays begin and end at midnight, except Christmas Eve Day, which begins at 12:00 p.m. (noon) and ends at midnight. Employees who are assigned to work on any holiday may choose to receive their eight (8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, add eight (8) hours of time to their floating holiday balance. Provided, that employees who are assigned to work the afternoon of Christmas Eve (rather than receive 4 hours off with pay) shall receive their choice of 4 hours of holiday pay or 4 floating holiday hours. These hours must be used in the calendar year they are earned and may not be carried over into the next calendar year.

- 8.2.4 Employees on alternative work schedules must use vacation, compensatory-time or floating holiday hours to account for the difference between the eight (8) hour holiday and their longer regular shift, using two (2) hours if on a "4-10s" schedule, or one (1) hour if on a "9-80s" schedule. However, when such employees have actual hours worked on a holiday under Section 8.2.3 above, they shall not also use vacation, compensatory-time, or floating holiday hours to supplement the eight (8) hour holiday.
- 8.2.5 In the event the observation of a holiday falls on an employee's regular day off, the employee may receive their eight (8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, schedule an alternate day off with eight (8) hours of pay.
- 8.2.6 Employees are eligible to use their floating holiday after six (6) months of employment. The department director may waive this six (6) month waiting period. The annual floating holiday does not carryover from one year to the next. It must be used in the calendar year earned or is forfeited. The floating holiday is not compensated in any form upon separation of employment. The City Manager shall have the discretion to designate a particular day during the year as the floating holiday for all eligible employees. The City Manager may take an advisory ballot of all the eligible employees to determine for that year whether the employees wish to leave the floating holiday to individual discretion or to consolidate the floating holiday for one particular citywide day off.

#### ARTICLE IX      GRIEVANCE PROCEDURE

- 9.1 Grievance Definition - A grievance is a complaint by a regular, full or part-time (non-trial period) employee or group of regular employees alleging a violation of a specific provision of this agreement. A complaint by an eligible employee regarding discipline that does not involve a loss of pay or monetary benefits may only be processed through Step 3 of the grievance procedure herein.
- 9.2 Grievance Procedure Steps - A grievance shall be handled in the following manner:
- 9.2.1 Step 1 - The aggrieved employee or group of employees shall present the grievance orally to the immediate supervisor within five (5) working days of its occurrence (or discovery of occurrence), not including the day of the occurrence. The supervisor shall give an oral reply within five (5) working days of the date of presentation of the grievance, not including the date of the presentation. If the grievance is resolved at Step 1, the supervisor shall prepare a memorandum to the grievant(s) setting forth the terms of the resolution. A copy of this memorandum should be sent to the Department Director and Personnel Director at the time it is sent to the grievant(s).
- 9.2.2 Step 2 - If the grievance is not settled at Step 1 it shall be: (1) reduced to writing, stating the specific section of this agreement that was allegedly violated and describing the remedy, adjustment, or other corrective action sought; (2) dated; (3) signed by the

aggrieved employee or group of employees; and (4) presented to the Department Director within five (5) working days after the supervisor's oral reply is given, not including the day the answer is given. The Department Director shall reply in writing to the grievant(s) within five (5) working days of the date of the presentation of the written grievance, not including the day of the presentation. If the grievance is resolved at Step 2, the Department Director shall prepare a memorandum to the grievant(s) setting forth the terms of this resolution. The Personnel Director should be provided with a copy of this memorandum at the time it is sent to the grievant(s).

9.2.3 Step 3 - If the grievance is not settled at Step 2, the written grievance shall be presented, along with all pertinent correspondence and information to the City Manager within five working days after the Department Director's response is given, with a copy going to the Department Director. The City Manager may meet with the aggrieved employee or group of employees, the immediate supervisory personnel and the Department Director. The City Manager shall reply to the grievant(s) in writing within ten (10) working days of the date of presentation of the written grievance, not including the day of presentation.

9.2.4 Step 4 - If the grievance is not resolved by the City Manager, the grievance may, within fifteen (15) calendar days, be referred to a mediator. The Union or the City Manager shall forward a request to the executive director of the Public Employment Relations Commission (PERC) to assign a mediator from his or her staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

- a. Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b. The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- c. The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
- d. If mediation fails to settle the dispute, the mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

9.2.5 Step 5 - Arbitration Procedure. If a grievance concerning a violation of a specific provision of this Agreement which shall not include any disciplinary action is not settled in accordance with the foregoing procedures, the Union or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendars days after completion of Step 3. If the request for arbitration is not filed by the Union staff representative or the Employer within thirty (30) calendar days, the Union or Employer waives its right to pursue the grievance through the arbitration procedure. The City and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators. Both the City representative and the Union representative shall have the right to strike four (4) names from the panel. The party striking the first name shall be determined by a flip of a coin. The other party shall then strike the next name and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union

requesting that he/she set a time and place subject to the availability of the City and the Union representatives. The arbitrator shall have no right to amend, modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

- 9.2.6 Step 5 - Arbitration Procedure (Discipline involving loss of pay or monetary benefits). If a grievance concerning discipline involving loss of pay or monetary benefits is not settled in accordance with the foregoing procedures, the Union or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendars days after completion of Step 3. If the request for arbitration is not filed by the Union staff representative or the Employer within thirty (30) calendar days, the Union or Employer waives its right to pursue the grievance through the arbitration procedure.

A panel of three (3) arbitrators determined by the Employer and Union representatives starting with a panel of eleven (11) professionally recognized arbitrators selected by the Employer and the Union. The Employer will then delete four (4) names. The Union will then delete four (4) names. The remaining three (3) arbitrators become the panel from which the Employer shall select an arbitrator if necessary during the term of the Agreement. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place subject to the availability of the City and the Union representatives. The arbitrator's authority is limited to either accepting the position of the Employer or accepting the position of the Union. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

9.3 Special Provisions

- a. The cost of the arbitration shall be borne equally by the parties including the arbitrator's fees and expenses, room rental and cost of record.
- b. Each party shall bear the cost of the preparation and presentation of its own case, including but not limited to witness fees and attorney fees.
- c. The term "Employee" as used in this article shall mean an individual employee, a group of employees, and/or their Union representative.
- d. An aggrieved party shall be granted time off without loss of pay for the purpose of hearing on a grievance.
- e. A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.
- f. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.

- g. Any grievance shall be considered settled at the completion of any step if the Employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.
- h. Grievance claims involving retroactive compensation shall be limited to one hundred twenty (120) days prior to the written submission of the grievance.

9.4 Election of Remedies – It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

9.4.1 The Union, the appealing employee, and any other bargaining unit members do not have a right to bypass the arbitration provisions of this Agreement and resort to litigation or any other forum to appeal a grievance based on rights under this Agreement.

#### ARTICLE X      EQUIPMENT, UNIFORMS, AND TRAINING

10.1 Equipment - The Employer shall provide each employee safety equipment and protective clothing as required by the Employer for the performance of all essential job functions.

10.2 Uniforms – The Employer shall provide each employee a sufficient number of uniforms. The Employer shall also provide laundering services for all uniform items. Following initial uniform issue, replacement of uniform items shall be based on need. The Employer shall have the sole and final authority to determine when items need replacement.

10.2.1 Boot Allowance - The Employer, for 2023 shall provide each employee with a boot allowance of up to two hundred seventy-five dollars (\$275.00) to purchase work boots. The allowance shall increase by one hundred percent (100%) of Seattle CPI-U of June of the previous year for subsequent years. Boots replacement shall be based on need, with the Employer having the sole and final authority to determine when replacement is needed. The boot allowance amount shall apply each time a pair of boots is replaced.

10.3 Training – The Employer shall compensate employees to attend employer required training. Employer required training shall be paid at the employee's regular, straight-time hourly rate of pay unless otherwise required by the Fair Labor Standards Act. The Employer shall reimburse costs reasonably related to such training.

10.3.1 Reimbursement for training and other related expenses shall be in accordance with the Employer's policy.

10.3.2 The Employer shall not be required to compensate an employee for time spent by the employee outside of regular working hours for acquisition or maintenance of certifications required by county, state, or federal law.

ARTICLE XI HEALTH, WELFARE, and RETIREMENT

11.1 Medical Insurance - Regular full-time employees and regular part-time employees budgeted for thirty (30) hours or more per week shall be eligible to participate in the City's medical insurance plans. Premiums shall be paid by the City on behalf of all full-time employees and on behalf of all part-time employees budgeted for thirty (30) or more per week on a pro rata basis according to the following schedule:

- 1) The City will pay ninety percent (90%) of the employee's premium and eighty percent (80%) of the spouse and dependents' premiums for the following Association of Washington Cities Health Insurance Plans:
  - i. HealthFirst 250 Plan
  - ii. Kaiser Permanente \$200 Deductible Plan
- 2) The City will pay one hundred percent (100%) of the eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums for the Association of Washington Cities High Deductible Health Plans with Regence and Kaiser Permanente.
  - i. For employees who select a High Deductible Plan the City will provide a notional Health Reimbursement Arrangement (HRA) of one thousand five hundred dollars (\$1,500) for employee only coverage or three thousand dollars (\$3,000) for any family coverage. The City will fund the notional HRA by preloading a benefits debit card for each employee on an annual basis.
  - ii. Once the deductible has been met, and the employee has paid the coinsurance costs of one thousand five hundred dollars (\$1,500) above any beyond the deductible for employee only coverage, or three thousand dollars (\$3,000) above and beyond the deductible for any family coverage, the City will pay any further coinsurance costs which apply to the employee's annual-out-of pocket limit.
  - iii. The unused balance in the notional HRA will be rolled over into the HRA VEBA accounts of current employees in April of the following year.
- 3) For those employees who select the HealthFirst 250 Plan or the Kaiser Permanente \$200 Deductible Plan, the City will make the following contributions to the employee's HRA VEBA account:
  - i. Employee only: seven hundred and fifty dollars (\$750)
  - ii. Employee plus dependents one thousand two hundred and fifty dollars (\$1,250)
- 4) Should the City voluntarily agree to a higher HRA or HSA amount with any other group, the Union members covered by this agreement, shall receive the same amount(s). This provision shall not apply to any HRA or HSA amounts imposed on the Employer as a result of any arbitration or court decision.

- 5) If an employee opts out of the City's medical plans entirely, the employee will receive cash in lieu of the medical benefits. Such payment will be equal to twenty-five percent (25%) of the City's savings, based on the HealthFirst 250 Plan medical premiums plus the HRA-VEBA contributions the City would have paid for the employee and any spouse and/or dependents who are eligible for City medical coverage. To be eligible for such payments, the employee must provide proof of comprehensive group medical coverage through an employer or other entity that covers all individuals in a group. Individual medical insurance purchased on an individual or family basis does not qualify under this option.

11.2 Dental Insurance - For regular full-time employees and regular part-time employees whose positions are budgeted for thirty (30) or more hours per week, the City shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage and dependent coverage under the Association of Washington Cities (AWC) Washington Dental Service Plan F and Plan II Orthodontia.

11.3 Vision Insurance - For regular full-time employees and regular part-time employees whose positions are budgeted for thirty (30) or more hours per week, the City shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage and dependent coverage under the Association of Washington Cities (AWC) Vision Service Plan (VSP), Full Family \$25 Deductible.

11.4 Long-term Disability (LTD), Term Life, Accidental Death and Dismemberment (AD&D), and Survivor's Income Benefit (SIB) Insurance - As the City of Des Moines has withdrawn from the Social Security System, the Employer will provide a package of benefits that is intended to replicate the benefits that employees would be eligible for under Social Security. For regular full-time employees and regular part-time employees whose positions are budgeted for twenty-one (21) or more hours per week, the Employer shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage for LTD, Term Life, AD&D, and SIB coverage. The Employer will pay into the Social Security System for employees not eligible for these benefits.

- i. In addition to the current LTD SIB and Term Life Insurance (\$5,000 and \$10,000 AD&D) coverage the City provides, the City will contribute an additional point three five three percent (0.353%) for each employee, covered by the Teamsters Collective Bargaining Agreement, to their 457(a) account from the savings realized by the City from the LTD and SIB Programs.
- ii. The City will modify the terms of the 401(a) Social Security Replacement and 457 Deferred Compensation Plans it purchases from ICMA-RC to allow retired employees represented by the Union to annually withdraw, tax free, the maximum amount allowed by law to pay for health insurance premiums, when federal law or regulation is changed to allow such withdrawals.

11.5 Payment of Premiums - The Employer will pay premiums for the coverages described in this Article for eligible employees if the employee is on paid status during the first ten (10) working days of the month.

11.6 The Employer reserves the right to select other insurance plans and carriers or to self-insure to provide the benefits outlined in Article 11, provided that the benefits are comparable with those currently offered. The Teamsters agree to accept externally imposed benefit changes.



- 11.7 Public Employees Retirement System (PERS) - The Employer and eligible employees shall contribute to the PERS system as required by State law.
- 11.8 Social Security - The City of Des Moines does not participate in the Social Security System. In lieu of the retirement benefit of Social Security, the City has a 401(a) Defined Contribution Plan through the International City/County Management Associations Retirement Corporation (ICMA-RC). For regular full-time employees and regular part-time employees whose positions are budgeted for twenty-one (21) or more hours per week, the Employer shall contribute an amount equal to five percent (5%) of base pay and employees shall contribute an amount equal to six and two-tenths percent (6.2%) of base pay. Vesting of the City's share of the 401(a) plan is as follows: after two years of service - 25%, after three years of service - 50%, after four years of service - 75%, and after five years of service - 100%.
- 11.9 Labor and Industries - The Employer shall pay into the Labor and Industries system as required by law for all employees covered by this agreement.
- 11.10 Section 125 Plan - Effective January 1, 2008, the City shall allow an employee to participate in a Section 125 Plan if he/she so desires.
- 11.11 Western Conference of Teamsters Pension Trust - On November 18, 2015, The Union held an election to determine whether the Public Works and Parks employees wanted to participate in the Western Conference of Teamsters Pension Trust. The Union certifies herein that such an election occurred and that bargaining unit members by majority vote determined that they wished to participate. Effective January 1, 2016, all bargaining unit members as recognized in the Collective Bargaining Agreement shall participate in the Western Conference of Teamsters Pension Trust Fund (the "Trust Fund"). Contributions shall be made for all bargaining unit members as recognized in the Collective Bargaining Agreement, based on the previous month's compensable hours, starting with compensable hours earned in January, 2016, and paid in the February, 2016, pay warrants. Said contributions shall be made by all bargaining unit members through a pre-tax payroll diversion from their monthly earnings for all compensable hours to the Trust Fund's "basic plan" in the manner set forth below. The "basic plan" for purposes of this Agreement means the Trust plan that does not include a Program for Early Retirement (PEER).

Notwithstanding any provision to the contrary that may be contained elsewhere within this Agreement, the Employer shall pay the Teamsters Pension contribution set forth within Section 11.11.2 on behalf of all regular employees performing bargaining unit work; and for purposes of this Section the bargaining unit shall be defined as follows:

All employees hired and/or performing work within the classifications of Appendix "A" shall be included within the scope of the bargaining unit. The scope of the bargaining unit shall exclude all employees of the Employer performing work historically known as "seasonal or summer work".

Specifically excluded from the unit shall be employees working on a seasonal basis that perform "seasonal or summer work" upon the Employer owned property regardless of the method compensated or the location of the work performed.

The scope of this Agreement shall not be expanded by the continuation of the practice of bargaining unit employees performing "seasonal or summer work" so assigned. Provided however the terms of this Agreement shall apply whenever bargaining unit employees perform non-bargaining unit "seasonal or summer work".

No person or third party beneficiary shall interpret this Agreement such that "seasonal or summer work" shall be considered bargaining unit work regardless of the similarity of work, tools, supervision, or other characteristic. The Union specifically and unequivocally disclaims any work performed by "seasonal or summer work" and confirms that such work is not bargaining unit work for the purpose of this section.

- 11.11.1 The total amount due to the Trust Fund for each monthly payroll period shall be remitted to the Administrator for the Trust Fund in a lump sum by the City on or before the 20th of each month for all compensated hours during the preceding month. The Employer shall abide by rules as may be established by the Trustees of said Trust Fund to facilitate the determination of the reporting and recording of the contribution amounts paid for all bargaining unit employees.
- 11.11.2 The Employer shall pay one dollar and fifty cents (\$1.50) per hour into the Western Conference of Teamsters Pension Trust on account of each member of the bargaining unit for which each hour for which compensation was paid. The one dollar and fifty cents (\$1.50) per hour contribution will be through a payroll diversion on a pre-tax basis.
- 11.11.2.1 For the purposes of this Article compensable hours shall include but not be limited to, all hours worked, vacation or sick leave that is used by the employee and all other forms of hourly compensation. Compensable hours shall not include any cash out of vacation or sick leave benefits upon separation of service for any reason.
- 11.11.3 The pre-tax hourly diversions provided for in Section 11.11.2 may be increased by a majority vote of the affected classifications. In the event this occurs the Employer and the Union will execute a Letter of Agreement modifying Section 11.11.2.

#### ARTICLE XII LABOR-MANAGEMENT CONFERENCE COMMITTEE

- 12.1 Labor-Management Conference Committee - The Employer and the Union shall establish a Joint Labor-Management Conference Committee which shall be comprised of participants from both the Employer and the Union. The function of the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as opposed to individual complaints, for the purpose of establishing a harmonious working relationship between the employees, the Employer and the Union. It is not the purpose of the Committee to reopen collective bargaining negotiations or to change the terms of this Agreement. Either the Employer or the Union may request a meeting of the Committee. The party requesting the meeting shall do so in writing listing the issues they wish to discuss.

#### ARTICLE XIII COMPENSATION

- 13.1 Base Wage – The classifications of work and monthly rates of pay for employees covered by this Agreement shall be set forth within Appendix "A" to this Agreement which by this reference shall be incorporated herein as if set forth in full.
- 13.2 Military Paid Leave of Absence – An employee who is a member of the reserves or any branch of the uniformed service, who is ordered to involuntary active duty by the United States government, thus requiring a leave of absence from his or her City position, and who has exhausted annual military leave as provided by RCW 38.40.060 will be granted a paid leave of absence from their City position at their regular base rate of pay less the amount of military pay to which they are entitled.

ARTICLE XIV PERFORMANCE OF DUTY

- 14.1 Employees shall perform their assigned duties to the best of their abilities. The Union and the Employer agree that there shall be no strikes, walk outs, slow downs, stoppages of work, "sick outs", or any interference with the efficient operation of the departments.

ARTICLE XV SAVINGS

- 15.1 Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and the remaining portions shall remain in full force and effect.

ARTICLE XVI SAFETY

- 16.1 Safety – The Employer agrees to provide a work environment that complies with all applicable state and federal laws to insure worker safety. During the term of this Agreement, the Employer and Union will further meet and discuss the implementation of a Safety Program and its application to bargaining unit employees.
- 16.2 Drug and Alcohol Testing – The parties have agreed to implement the Department of Transportation requirements for CDL drug and alcohol testing and the City's Drug and Alcohol Testing Policy and Procedures.

ARTICLE XVII EMPLOYEE RIGHTS

- 17.1 The Employer recognizes and agrees that employees covered by this Agreement are entitled to all rights and privileges accorded ordinary citizens under all applicable provisions of the United States and State Constitutions as well as the rights and privileges granted by any and all applicable laws and this Agreement. If a meeting is called for disciplinary action, and employee may request a Union Representative to be present.
- 17.2 Employees shall have the right to review their personnel file on break time, lunchtime, or leave status, and request in writing amendments of any statements in their file. Any Employer's decision regarding a proposed amendment shall be in writing. If amendment is refused, the employee shall be entitled to have a rebuttal statement placed in the file. All performance evaluations shall be reviewed with the employee before being included in their personnel file. Employees shall sign the evaluation as evidence that it has been reviewed with them. An employee's signature does not necessarily indicate agreement.

ARTICLE XVIII SUBCONTRACTING

- 18.1 At least ninety (90) days prior to the implementation of contracting out to public or private agencies, the City shall meet with the Union to:
- 1) Provide the City's reasons and goals for contracting out or reassignment of the work,
  - 2) Discuss alternatives to contracting out or reassignment that would meet the City's goals, and
  - 3) If the implementation should result in a reduction of the workforce, bargain the impacts of such contracting out or reassignment.

ARTICLE XIX COMPLETE AGREEMENT

19.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue unless mutually agreed otherwise.

19.2 Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement.

ARTICLE XX TERM OF AGREEMENT

20.1 This Agreement shall be effective January 1, 2023 unless otherwise agreed, and shall remain in full force and effect through December 31, 2025. If a certain Article specified a different date, that date shall take precedent. Either party may upon written notice to the other no later than ninety (90) days prior to the expiration of the Agreement of their intent to meet and negotiate a successor agreement.

20.2 Notwithstanding the provisions of Section 20.1, this Agreement and all of its terms and provisions shall continue to remain in full force and effect during the course of negotiations on a new Labor Agreement until such time as the terms of a new Agreement have been reached or an impasse has been reached and declared by the Employer and/or the Union, whichever is the sooner; provided however, in no event shall an impasse be declared earlier than one (1) year following the expiration date of this Agreement.

ARTICLE XXI MISCELLANEOUS

21.1 Tardiness - Deductions shall be made for tardiness in increments of fifteen (15) minutes with the major portion (eight (8) or more minutes) of each fifteen (15) minute increment being deducted as fifteen (15) minutes.

21.2 Inclement Weather - Should the Mayor, City Manager or a Designee close City Hall, due to inclement weather or related conditions and releases non-essential personnel on administrative leave during regular City Hall business hours, then the City shall add an equal amount of time to the vacation balances of each employee covered under this agreement who is assigned to work during the normal City Hall business hours while City Hall is closed.

21.3 Furloughs - The City reserves the right to negotiate furloughs in the event of significant budget shortfall as part of its efforts to preserve essential services and ensure the City's ongoing ability to meet its financial obligations. The City recognizes its obligation to provide notice to the Union and an opportunity to negotiate furloughs. The details of any furlough will be negotiated in good faith by the parties, including whether seniority may apply in a furlough and how furloughs or equivalent concessions are being implemented for other City employees (since it is not the City's intent to single out the Teamsters bargaining unit). Furloughs would only be implemented either by agreement between the parties or upon completion of negotiations and statutory impasse procedures pursuant to RCW 41.56. The concerns of the Union will be given good faith consideration by the City, including concerns as to equity with other City employees.

- 21.4      Cell Phones - The City may opt to provide a cell phone stipend of \$20.00 per month, for employees who hold the classification of Maintenance Worker I and/or Maintenance Worker II. Employees, who hold the classification of Maintenance Specialist and Maintenance Lead and are required to utilize a cell phone as part of their normal course of business, may opt to use a City provided cell-phone or choose to receive a monthly cell phone stipend amount as established per City policy. Marina employees may also receive a cell phone stipend of \$20.00 per month regardless of classification.

APPENDIX "A"  
to the  
AGREEMENT  
by and between  
CITY OF DES MOINES, WASHINGTON  
and  
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS  
LOCAL UNION NO. 763  
(Representing the Public Works, Parks and Marina Employees)

January 01, 2023 through December 31, 2025

THIS APPENDIX is supplemental to the AGREEMENT by and between the CITY OF DES MOINES, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

A.1 Effective January 1, 2023, the base wage rates in effect December 31, 2022, shall be increased by eight percent (8%), resulting in the following hourly rates for active employees in the bargaining unit as of the date of Union ratification:

RANGE	POSITION	Step A	Step B	Step C	Step D	Step E
T11	Harbor Attendant I Maintenance Worker I – Parks Maintenance Worker I – Streets Maintenance Worker I - SWM Parks Maintenance Worker I	27.69	29.08	30.53	32.06	33.66
T15	Harbor Attendant II Maintenance Worker II – Parks Maintenance Worker II – Streets Maintenance Worker II – SWM Facilities Maintenance Worker I	32.39	34.01	35.71	37.50	39.38
T17	Marina Environmental Operations Specialist Parks Maintenance Specialist SWM Maintenance Specialist Traffic Control Specialist	35.04	36.79	38.63	40.56	42.59
T19	Senior Maintenance Worker/Lead-Facilities Senior Maintenance Worker/Lead – Marina Senior Maintenance Worker/Lead – Parks Senior Maintenance Worker/Lead – Street Senior Maintenance Worker/Lead - SWM	37.90	39.79	41.78	43.87	46.07

A.1.1 Effective January 1, 2024, the base wage rates in effect December 31, 2023, shall be increased by a minimum of three percent (3%) and a maximum of four percent (4%) of the June Seattle-Tacoma Bellevue CPI-U.

A.1.2 Effective January 1, 2025, the base wage rates in effect December 31, 2024, shall be increased by three percent (3%).

A.2

Longevity

5 years	1.0% of base wages
12 years	2.0% of base wages
20 years	3.0% of base wages

Increases in the longevity premium rate shall begin in January of the year in which periods of aggregate service with the City are completed according to the schedule above.

All Employees employed by the City on the date of Union ratification shall receive a one thousand seven hundred fifty dollar (\$1,750) lump sum payment no less than ninety days following the date of ratification.

PUBLIC, PROFESSIONAL & OFFICE-CLERICAL  
EMPLOYEES AND DRIVERS LOCAL UNION  
NO. 763, affiliated with the International  
Brotherhood of Teamsters

CITY OF DES MOINES, WASHINGTON

By \_\_\_\_\_ By \_\_\_\_\_  
Chad Baker Michael F. Matthias  
Secretary-Treasurer City Manager

Date \_\_\_\_\_ Date \_\_\_\_\_

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