

AMENDED AGENDA

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Suite C.
Des Moines, Washington
Thursday, April 10, 2025 - 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 NOT PREVIOUSLY RECEIVED BY COUNCIL

COMMENTS FROM THE PUBLIC

COMMITTEE CHAIR REPORT

- FINANCE COMMITTEE MEETING UPDATE: Chair Matt Mahoney

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

- Item 1. ~~STATE OF THE COURT ADDRESS~~
- Item 2. AIRPORT COMMITTEE
- Item 3. ACCESSORY DWELLING UNITS
[Accessory Dwelling Unit Regulations Update](#)
[Accessory Dwelling Unit Regulations Update PowerPoint](#)

CONSENT AGENDA

- Item 1. APPROVAL OF VOUCHERS
Motion is to approve the payment vouchers through March 28, 2025 and payroll transfers through April 04, 2025 in the attached list and further described as follows:

EFT Vendor Payments	#11587-11634	\$485,805.29
Wires	#2905-2916	\$629,736.10
Accounts Payable Checks	#166594-166611	\$ 70,731.73

Payroll Checks	#19933-19935	\$ 3,283.32
Payroll Advice	#12961-13124	\$479,440.16
Payroll Checks	#19936-19938	\$ 1,302.70
Payroll Advice	#13125-13288	\$504,449.36

Total Checks and Wires for A/P & Payroll: \$2,174,748.66

[Approval of Vouchers](#)

- Item 2. APPROVAL OF MINUTES
Motion is to approve the minutes from the City Council Study Session meeting on March 06, 2025.

[Approval of Minutes](#)

- Item 3. BLACK WELLNESS WEEK PROCLAMATION
Motion is to approve the Proclamation recognizing April 14-18 as Black Wellness Week.

[Black Wellness Week Proclamation](#)

- Item 4. CONTRACT WITH FCS GROUP FOR LONG-RANGE FINANCIAL PLAN AND DEVELOPMENT IMPACT ANALYSIS
Motion is to approve the Professional Services Contract for a Long-Range Financial Plan and Development Impact Analysis with FCS Group in the amount of \$68,650 and to authorize the City Manager to sign substantially in the form as submitted.

[Contract with FCS Group for Long-Range Financial Plan and Development Impact Analysis](#)

- Item 5. 4TH OF JULY DRONE SHOW AT THE MARINA
Motion is to approve the proposed agreement from Sky Elements Drone Shows for 2025 4th of July Celebration and authorize the City Manager to sign the agreement substantially in the form as submitted.

[4th of July Drone Show at the Marina](#)

UNFINISHED BUSINESS

- Item 1. SIXGILL SHARK CAPITAL OF THE WORLD FOLLOW UP
Motion is to proceed with developing and installing commemorative signage declaring 6th Avenue Sixgill Shark Avenue, and authorize the Surface Water Management Fund to partner with MaST with educational signage and outreach related to the Sixgill Shark and the importance of water quality in an amount not to exceed \$10,000.

[Sixgill Shark Capital of the World Follow Up](#)

NEW BUSINESS

- Item 1. NEW AGENDA ITEMS FOR CONSIDERATION – 10 Minutes

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

April 24, 2025 City Council Regular Meeting

ADJOURNMENT

[Projected Future Agenda Items](#)

[Public Comment 04.10.2025](#)

BRIEFING TO CITY COUNCIL STUDY SESSION APRIL 3, 2025

REBECCA DEMING, COMMUNITY DEVELOPMENT DIRECTOR
ALICIA JACOBS, LAND USE PLANNER

CITY OF DES MOINES



ACCESSORY DWELLING UNIT REGULATIONS UPDATE

WHAT IS HOUSE BILL (HB) 1337?

- **New State Legislation – HB 1337 (2023)**
- **Purpose:** To ease barriers to the construction and use of accessory dwelling units.
- **Requirements:**
 - Impact fees \leq 50% principal unit;
 - No owner occupancy;
 - Up to two ADUs in any configuration;
 - Minimum 1,000 sq. ft. of gross floor area;
 - Design standards same as principal unit;
 - Sale as a condominium unit allowed;
 - No off-street parking within $\frac{1}{2}$ mile walking distance of major transit stop.

PROPOSED AMENDMENTS

	Existing	Proposed
Impact fees	Greater than 50% imposed on principal unit	No greater than 50% imposed on principal unit
Owner occupancy	Required	Not required
Number & configuration	1 ADU; any configuration	Up to 2 ADUs; any configuration
Size	350-800 sq. ft max; no larger than 35% of principal unit	350-1,000 sq. ft max
Location	Standards per underlying zone	Standards per underlying zone; alley exemption
Conversions	Permitted; standards per underlying zone apply	Permitted
Separate sale	Not permitted	Permitted
Parking	1 stall per ADU	1 stall per ADU; not required within 1/2 mile of major transit stop

*Red denotes HB 1337 requirement

QUESTIONS & NEXT STEPS

- **General Questions for Council:**

- Do the draft ADU regulations accurately capture Council's goals and expectations?
- Does the Council have any recommended changes for the draft ADU regulations?

- **Next Steps:**

- Address any outstanding Council questions/additions
- SEPA Review
- Finalize ADU regulations
- Council adoption by June 30, 2025

BRIEFING TO CITY COUNCIL

APRIL 10, 2025

REBECCA DEMING, COMMUNITY DEVELOPMENT DIRECTOR
ALICIA JACOBS, LAND USE PLANNER

CITY OF DES MOINES



ACCESSORY DWELLING UNIT REGULATIONS UPDATE

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 - Impact fees ≤ 50% principal unit;
 - No owner occupancy;
 - Up to two ADUs in any configuration;
 - Minimum 1,000 sq. ft. of gross floor area;
 - Design standards same as principal unit;
 - Sale as a condominium unit allowed;
 - No off-street parking within ½ mile walking distance of major transit stop.

PROPOSED AMENDMENTS

	Existing	Proposed
Impact fees	Greater than 50% imposed on principal unit	No greater than 50% imposed on principal unit
Owner occupancy	Required	Not required
Number & configuration	1 ADU; any configuration	At least 2 ADUs; any configuration
Size	350-800 sq. ft max; no larger than 35% of principal unit	350-1,000 sq. ft max
Location	Standards per underlying zone	Standards per underlying zone; alley exemption
Conversions	Permitted; standards per underlying zone apply	Permitted
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Separate sale	Not permitted	Permitted
Parking	1 stall per ADU	1 stall per ADU; not required within 1/2 mile of major transit stop

*Red denotes HB 1337 requirement

NUMBER & CONFIGURATION

	Existing	Proposed
Number & configuration	1 ADU; any configuration	At least 2 ADUs; any configuration

*Red denotes HB 1337 requirement

Question(s):

- Is increasing the number of ADUs an option?
- Could utilities (water, sewer) handle more than two units?

Options:

- Limit number of ADUs to 2
- Increase number of ADUs to 3
- Increase number of ADUs based on square footage increments
- No limit on ADUs
- Allow additional units through the Middle Housing Ordinance

SIZE

	Existing	Proposed
Size	350-800 sq. ft max; no larger than 35% of principal unit	350-1,000 sq. ft max

*Red denotes HB 1337 requirement

Question(s):

- Is increasing the maximum size an option?

Options:

- Retain, modify, or eliminate 350 sq. ft minimum
- Increase maximum square footage across all residential zones
 - Ex.: Cities of Leavenworth, Chelan, Kirkland - 1,200 sq. ft. max.
- Increase maximum square footage depending on residential zone
 - Ex.: City of Edmonds - 1,200 sq. ft. max. on lots 10,000 sq. ft or more

ADU Res. Zones	Options
RM – 900, 900A, 1,800, 2,400, 3,600	350-1,000 sq. ft max
RA - 3,600	350-1,000 sq. ft max
RS - 7,200	350-1,000 sq. ft max
RS - 8,400	350-1,000 sq. ft max
RS - 9,600	350-1,200 sq. ft max
RS - 15,000	350-1,500 sq. ft max
R-SR & R-SE - 35,000	350-1,500 sq. ft max

PARKING

	Existing	Proposed
Parking	1 stall per ADU	1 stall per ADU; not required within 1/2 mile of major transit stop <small>*Red denotes HB 1337 requirement</small>

Question(s):

- Is there flexibility with this parking requirement?

Options:

- Require 1 stall per ADU
- Eliminate parking requirement for ADUs
- No stall required for 1st ADU, 1 stall required for second ADU
 - Ex.: City of Edmonds
- Require 1 stall per ADU & allow for administrative exemption if sufficient street parking

*Note new proposed legislation may override the City's ability to require any parking in the future.

QUESTIONS & NEXT STEPS

- **General Questions for Council:**

- Do the draft ADU regulations accurately capture Council's goals and expectations?
- Does the Council have any recommended changes for the draft ADU regulations?

- **Next Steps:**

- Address any outstanding Council questions/additions
- SEPA Review
- Finalize ADU regulations
- Council adoption by June 30, 2025

CITY OF DES MOINES
Voucher Certification Approval
April 10, 2025
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 **April 10, 2025** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through March 28, 2025 and payroll transfers through April 4, 2025 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
Claims Vouchers:				
EFT's		11587	11634	485,805.29
Wires		2905	2916	629,736.10
AP Checks		166594	166611	70,731.73
Total Vouchers paid				1,186,273.12
Payroll Vouchers				
Payroll Checks	3/20/2025	19933	19935	3,283.32
Payroll Advice		12961	13124	479,440.16
Payroll Checks	4/4/2025	19936	19938	1,302.70
Payroll Advice		13125	13288	504,449.36
Total Paychecks & Direct Deposits				988,475.54
Total checks and wires for A/P & Payroll				2,174,748.66

MINUTES

**DES MOINES CITY COUNCIL
STUDY SESSION
City Council Chambers
21630 11th Avenue S, Des Moines, Washington
Thursday, March 6, 2025 - 6:00 PM**

CALL TO ORDER

Mayor Traci Buxton called the meeting to order at 6:03 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Jeremy Nutting.

ROLL CALL

Council Present:

Mayor Traci Buxton; Deputy Mayor Harry Steinmetz; Councilmember Yoshiko Grace Matsui; Councilmember JC Harris; Councilmember Matt Mahoney; and Councilmember Jeremy Nutting

Council Absent:

Councilmember Gene Achziger

Direction/Action

Motion made by Councilmember Jeremy Nutting to excuse Councilmember Gene Achziger; seconded by Deputy Mayor Harry Steinmetz.

Motion passed 6-0.

Staff Present:

City Manager Katherine Caffrey; City Attorney Tim George; Assistant City Manager Adrienne Johnson-Newton; Senior Human Resource Analyst Jeff Schneider; Police Chief Ted Boe; Director of Community/Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Finance Director Jeff Friend; Public Works Director Michael Slevin; Community Development Director Rebecca Deming; City Prosecutor Tara Vaughn; IT Manager Chris Pauk; and City Clerk Taria Keane

CORRESPONDENCE

- No further correspondence was received beyond the emails already received by Council.

COMMENTS FROM THE PUBLIC

Comments from the public must be limited to the items of business on the Study Session Agenda. Please sign in prior to the meeting and limit your comments to three (3) minutes.

- Victoria Andrews, Citizens Advisory Committee
- Collen Gants, Citizens Advisory Committee
- Bettina Carey, Citizens Advisory Committee

DISCUSSION ITEMS

Item 1: DAY TO REMEMBER MASTER POLICE OFFICER STEVEN J. UNDERWOOD PROCLAMATION

Direction/Action

Motion made by Councilmember Jeremy Nutting to approve the Proclamation recognizing March 7, 2025 as a day to remember Master Police Officer Steven J. Underwood; seconded by Deputy Mayor Harry Steinmetz.

Motion passed 6-0.

Mayor Traci Buxton read the Day to Remember Master Police Officer Steven J Underwood Proclamation into the record.

Item 2: City Manager Katherine Caffrey acknowledged and welcomed Jeff Schneider as the City's new Senior HR Analyst.

Item 3: DISCUSSION ON DEVELOPING A STRATEGIC PLAN

City Manager Katherine Caffrey presented a PowerPoint Presentation on developing a Strategic Plan to the Council.

Councilmember Gene Achziger arrived at the Council meeting at 6:35 p.m.

Item 4: DISCUSSION ON CITY COUNCIL COMMITTEES AND APPOINTIVE COMMITTEES

City Manager Katherine Caffrey presented a PowerPoint Presentation on City Council Committees and Appointive Committees to the Council.

Council discussed Council Committee recommendations.

Direction/Action

Motion made by Deputy Mayor Harry Steinmetz to initiate a 6-month

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March 6, 2025

pilot of the Committee of the Whole, with the option to refer subjects back to individual Committees as needed; seconded by Councilmember Jeremy Nutting.
Motion passed 5-2.

For: Mayor Traci Buxton; Deputy Mayor Harry Steinmetz; Councilmember Gene Achziger, Councilmember Yoshiko Grace Matsui, and Councilmember Jeremy Nutting.

Against: Councilmember JC Harris, and Councilmember Matt Mahoney.

Council discussed Appointive Committee recommendations.

Council agreed to have staff consult with the Human Services Advisory Committee, Senior Services, and the Arts Commission to gather their input on Appointive Committee Recommendations.

EXECUTIVE SESSION

The Special Meeting was called to order by Mayor Traci Buxton at 7:55 p.m.

Roll Call

Council Present:

Mayor Traci Buxton; Deputy Mayor Harry Steinmetz; Councilmember Gene Achziger, Councilmember Yoshiko Grace Matsui, Councilmember JC Harris, Councilmember Matt Mahoney, and Councilmember Jeremy Nutting.

Others Present:

City Manager Katherine Caffrey, and Assistant City Manager Adrienne Johnson-Newton.

The purpose of the Special Meeting was to hold an Executive Session to discuss the Performance of a Public Employee under RCW 42.30.110(1)(g). The Executive Session was expected to last 30 minutes.

At 8:22 p.m. Mayor Traci Buxton extended the Executive Session to 8:35 p.m.

At 8:34 p.m. Mayor Traci Buxton extended the Executive Session to 8:45 p.m.

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March 6, 2025

No formal action was taken. The Executive Session lasted 50 minutes.

The meeting adjourned at 8:45 p.m.

NEXT MEETING DATE

March 13, 2025 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Jeremy Nutting to adjourn; seconded by Deputy Mayor Harry Steinmetz.
Motion passed 7-0.

[Projected Future Agenda Items](#)

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Black Wellness Week Proclamation

FOR AGENDA OF: April 10, 2025

ATTACHMENTS:
1. Proclamation

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: March 31, 2025

CLEARANCES:

- City Clerk *JK*
- Community Development _____
- Courts _____
- Emergency Management _____
- Finance _____
- Human Resources _____
- Legal _____
- Marina _____
- Police _____
- Parks, Recreation & Senior Services _____
- Public Works _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

Purpose and Recommendation

The purpose of this agenda item is to show Council support and proclaim April 14-18 as Black Wellness Week.

Suggested Motion

Motion: "I move to approve the Proclamation recognizing April 14-18 as Black Wellness Week."

Background

In February of 2024, Gov. Jay Inslee issued a proclamation announcing the inaugural Black Wellness Week, which will be observed April 15th-19th. 2025 will be the second annual observation of the week.

The Elevate Black Wellness initiative establishes a framework for addressing health disparities faced by the Black community. It integrates grassroots advocacy with governmental support and emphasizes actionable steps to enhance health outcomes and build a sustainable model for future wellness initiatives.

The proclamation aims to foster community empowerment by bringing awareness to health disparities as evidenced during the COVID-19 pandemic and aligning with broader universal health objectives.



City of Des Moines
ADMINISTRATION
21630 11TH AVENUE SOUTH, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D.: (206) 824-6024 FAX: (206) 870-6540



Proclamation

WHEREAS, the tradition of Booker T. Washington’s Negro Health Week has historically spotlighted health disparities in the Black community, fostering advocacy and education; and

WHEREAS, holistic well-being, encompassing physical, mental, emotional, and social health, is a priority for all communities; and

WHEREAS, addressing health disparities in Washington State, especially within the Black community, calls for initiatives that are both inclusive and resource-conscious; and

WHEREAS, a community-driven approach, focusing on leveraging existing resources and capacities, is essential for the effective implementation of Black Wellness Week; and

NOW THEREFORE, THE DES MOINES COUNCIL HEREBY PROCLAIMS April 14th - 18th, 2025 as

Black Wellness Week

and urges all residents to join them in this special observance.

SIGNED this day 10th day of April, 2025

Traci Buxton, Mayor

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Contract with FCS Group for Long-Range Financial Plan and Development Impact Analysis

FOR AGENDA OF: April 10, 2025

DEPT. OF ORIGIN: City Manager

DATE SUBMITTED: March 27, 2025

ATTACHMENTS:

1. Draft Agreement between the City of Des Moines and FCS Group for a Long-Range Financial Plan and Development Impact Analysis

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Director of Marina Redevelopment _____
- Emergency Management _____
- Finance *MM 2/1* _____
- Human Resources _____
- Legal */s/TG* _____
- Marina _____
- Police _____
- Parks, Recreation & Senior Services _____
- Public Works _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

Purpose and Recommendation

The purpose of this agenda item is to provide information, enabling the Council to take action on the contracting of professional services with FCS Group for a Long-Range Financial Plan and Development Impact Analysis.

Suggested Motion

Motion: "I move to approve the Professional Services Contract for a Long-Range Financial Plan and Development Impact Analysis with FCS Group in the amount of \$68,650 and to authorize the City Manager to sign substantially in the form as submitted."

Background

At the January 23, 2025 Economic Development Committee meeting, Staff discussed the potential of conducting a long-range financial plan for the City. The Committee was supportive of the concept, so staff proceeded with developing a scope of work with a consultant. Staff reviewed the project again with the Economic Development committee on March 27, 2025 and the Finance Committee on April 3, 2025

A Long-Range Financial Plan and Development Impact Analysis will assess the City's financial health, and provide strategic fiscal recommendations. Part of the overall Plan will include a "Development Options Analysis." Staff has identified the firm FCS Group to provide these services.

The project consists of two major components:

1. Long-Range Financial Plan:

- Conduct budget assessments to analyze historical revenue and expenditure trends.
- Develop a 10-year financial forecast incorporating three scenarios with varying revenue and expenditure assumptions.
- Identify revenue enhancement strategies, including potential tax adjustments and cost-saving measures.
- Deliver a comprehensive financial report with policy recommendations.
- Conduct presentations and discussions with City staff and the City Council.

2. Development Options Analysis:

This analysis will model potential general fund revenue generated by various development types. The analysis will include potential recurring revenue and one-time revenue from new development.

- Assess up to four development types and their fiscal impact.
- Identify revenue sources from new developments, including property taxes, impact fees, and sales tax.
- Estimate service costs associated with each development type.
- Develop a fiscal impact model to help the city evaluate future development decisions. This is a model developed in Excel, and can be used by staff in the future to analyze potential projects.

At the Finance Committee meeting, Staff will discuss the proposal with the committee and receive any feedback prior to taking the contract before the City Council for consideration at the April 10 City Council meeting.

Discussion

The Analysis will provide the City with the following benefits:

- The City's financial condition will be evaluated, identifying risks and opportunities for improvement.
- A custom financial model will enable long-term fiscal planning and decision-making.
- Policy recommendations will focus on sustainable revenue growth and cost management strategies.
- The City will receive detailed analysis on the financial impacts from potential development types.

The FCS Group has experience and familiarity with the City of Des Moines' finances, and specializes in financial planning and analysis for public sector entities. Additionally, FCS has done this work for other communities in Washington.

Alternatives

The City Council may choose to not proceed with this analysis.

Financial Impact

The contract is \$68,650, and Staff recommends Fund 105 pay for the Development Options Analysis (\$23,120) and the General Fund pay for the financial plan (\$43,730). FCS estimates the work can be completed within six months. The Contract Services line item in the City Manager's Budget will pay for the General Fund portion.

Recommendation

Staff recommends that the City Council authorize the City Manager to execute the Professional Services Agreement with FCS Group.

CONTRACT AGREEMENT

BETWEEN

FCS, a Bowman company
Redmond Town Center
7525 – 166th Ave. NE, Suite D-215
Redmond, Washington 98052

AND City of Des Moines
21630 11th Ave S, Suite A
Des Moines, WA 98198

PROJECT: Long-Range Financial Plan and Development Impact Analysis

THIS AGREEMENT combines all understandings between the Parties regarding professional services for the Project named above and supersedes all prior proposals, quotations, solicitations, negotiations, representations, agreements, or understandings, whether written or oral.

The performance of the professional services herein described and authorized by **the City of Des Moines** as well as payment for such services, shall be in accordance with the terms and conditions presented in this Agreement and the following Sections and Exhibits which are attached and incorporated by reference which, taken together, shall constitute the whole Agreement.

- Section I - Relationship of the Parties**
- Section II - Contract Provisions**
- Exhibit A - Scope of Work and Task Plan**
- Exhibit B - Fee Schedule**
- Exhibit C - Project Timeline**

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this

_____ day of _____, 20_____.

APPROVED:
FCS, a Bowman company



Todd Chase
Principal

Date: 3/12/2025

APPROVED:
City of Des Moines

Date: _____

ATTEST:



SECTION I: RELATIONSHIP OF THE PARTIES

The **City of Des Moines** ("Client"), desires to enter into an agreement for a Long-Range Financial Plan ("Project"). In furtherance of the Project, the Client hereby contracts with **FCS, a Bowman company** ("FCS") to perform the professional services described in Exhibit A of this Agreement. All services shall be performed under the joint supervision of the Client's Representative, **Katherine Caffery, City Administrator**, or a designee or designees identified in writing to FCS by the Client's Representative.

This Agreement shall inure to the benefit of and be binding upon successors, assigns, and legal representatives of each of the Parties hereto. Any assignment or transfer of an interest in this Agreement by either Party without the written consent of the other shall be void.

SECTION II: CONTRACT PROVISIONS

1. Scope of Work: FCS shall perform the service for the Client which as defined in Exhibit A of this Agreement.

2. Contract Term: The Scope of Work for the conduct of the study as set forth above is anticipated to be completed by FCS within the time frame specified below:

Notice to Proceed: On or before April 14, 2025.

Contract Term: Work on initial scope shall be completed by December 31, 2025.

FCS agrees to perform the work described in the Scope of Work according to the contract schedule. Any delays shall be agreed upon by FCS and Client prior to the due date. Changes in the schedule caused by Client delays may require additional compensation and a change order.

If FCS is delayed in the performance of services by conditions which are beyond their control, or by a change in the scope of work, the schedule showing time of performance may be revised. Any revision thereto shall be submitted in writing to the Client for review and approval by the Client Representative. If FCS's services are temporarily suspended by the Client in the interest of the Project and with written notice to FCS, and the suspensions last longer than 90 consecutive days, FCS shall be compensated for any additional labor and direct expenses incurred due to the interruption and resumption of services.

3. Payment: FCS will be paid by the Client under the following terms:

Time and Materials: FCS will be paid by Client on a time and materials basis in accordance with the standard billing rates attached hereto as Exhibit B. Direct expenses will be charged as identified in Exhibit B. FCS agrees to perform the services as set forth in Exhibit A at a **cost not to exceed \$68,650**. It is understood that FCS will not exceed this amount without Client's prior written authorization. Payment to FCS for services set forth in Exhibit A shall be: an amount equal to FCS's standard billing rates as set forth in Exhibit B multiplied by the actual hours worked in the period.

FCS will invoice Client monthly, and payment shall be made within 30 days of receipt of invoice.

4. Supplemental Agreements: Supplemental Agreements may be entered into upon mutual written agreement that would increase or decrease the scope of and associated costs and payment.

5. Work to be Accomplished: All work accomplished will be performed under the direction of the Client Representative or his/her Designee.

6. Termination: This contract may be terminated by the Client by giving FCS written notice of such termination no fewer than fifteen (15) days in advance of the effective date of said termination. FCS shall be entitled to terminate this agreement only in the case of a material breach by the Client, and upon failure of the Client to remedy said breach within fifteen (15) days of said notice. In the event that the contract is terminated before completion, FCS shall be paid for the services to date on the basis set forth in Paragraph 3, plus 10% of the total compensation earned to time of termination to compensate for FCS's rescheduling adjustments, reassignment of personnel, and related costs incurred due to termination. The Client shall notify FCS of termination or abandonment in writing.

7. Indemnity: FCS shall comply with all Federal Government, State and local laws and ordinances applicable to the work to be done under this Agreement.

FCS hereby agrees to hold the Client harmless from and shall process and defend at its own expense, specific claims, demands or suits at law or equity, arising from FCS's negligent performance of the provisions of this Agreement; provided that if the Client and FCS are concurrently negligent, FCS shall be required to indemnify and defend only in proportion to negligence of FCS. These indemnity provisions shall not require FCS to defend or indemnify the Client against any action based solely on the alleged negligence of the Client.

If the Client makes changes to FCS work product without authorization of FCS, the indemnity provisions shall not require FCS to defend or indemnify the Client against any action that arises from the unauthorized changes to FCS work product.

8. All Work Produced is Joint Property of FCS and the Client: The materials, computer programs, reports, calculations, analyses, etc., generated by FCS under this contract including the final report shall be the joint property of the Client and FCS. FCS may retain copies thereof for work paper documentation and their own use unless specifically restricted in writing by the Client as to use.

Computer models use generally available software, such as Microsoft Excel (TM), and FCS does not intend or imply any warranty for those programs.

9. Intended Use and Users of the Work Product: The work products provided under this Agreement are intended for the use of the Clients for the purposes described in the Scope of Services at Exhibit A. No other users or uses are intended or implied. FCS is not a Municipal Advisor as defined by the US Securities and Exchange Commission ("SEC") and the Municipal Securities Rulemaking Board ("MSRB"). Clients will not represent the work products provided under this Agreement as Municipal Advice within the legal definitions represented by the SEC and the MSRB.

March 12, 2025

fcsgroup.com | bowman.com

The information used in developing the forecast assumptions will be derived from published information and other sources FCS considers appropriate. However, FCS cannot assume responsibility for the accuracy of such material. Moreover, forecasts are subject to many uncertainties as to the future; therefore, FCS cannot represent that the projected financial statements will be representative of the results that actually occur. FCS will endeavor to include appropriate comments drawing the readers' attention to these matters.

10. Integrated Agreement: This agreement together with attachments or addenda represents the entire and integrated agreement between the Client and FCS and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended by written instrument signed by both the Client and FCS.

11. Independent Contractor: The parties intend that an independent Contractor/Client relationship will be created by this agreement. No agent, employee, or representative of FCS shall be deemed to be an agent, employee, or representative of the Client for any purpose. FCS shall be solely responsible for all acts of its agents, employees, representatives, and subcontractors during the performance of this contract.

12. Equal Opportunity: FCS is committed to the principles of providing equal employment opportunities for all employees. The performance and diversity of our employees will help us meet the challenges of the present and the future in serving our clients. This policy statement is a reaffirmation of our long-standing commitment to provide equal opportunity on the basis of individual merit and personal qualifications to employees and applicants for employment without regard to race, color, religious creed, sex, sexual orientation or preference, gender identity, genetic characteristics or information of employee or family, age, national origin, ancestry, marital status, citizenship, the presence of sensory, mental, or physical disability, pregnancy/childbirth or related condition, medical condition, membership in the military service, veteran's status, political ideology or any other basis protected by applicable federal, state, or local laws.

13. Notices: Notices to the Client shall be sent to the following address:

City of Des Moines
Attention: Katherine Caffrey
408 21630 11th Ave S, Suite A
Des Moines, WA 98198

Notices to FCS shall be sent to the following address:

FCS, a Bowman company
Attention: Todd Chase, Principal
Redmond Town Center
7525 – 166th Ave. NE, Suite D-215
Redmond, Washington 98052



EXHIBIT A: SCOPE OF WORK AND TASK PLAN

Part A: Long Range Financial Plan

Task 1: Project Initiation and Plan Foundation

FCS will conduct a virtual kickoff meeting with the City's project manager and the appropriate City staff for introductions and to determine objectives, timelines, methodologies, and project milestones. FCS will submit a data request to the City that will request all relevant information for the project including operating and capital budgets, financial reports, policy and planning documents and all other materials that may be required to produce the financial forecast and fiscal analysis.

Task 2: Budget Assessment

This task will assess current and historical budget information including extensive analysis on the City's general revenues and expenditures to assess the current conditions and identify any structural imbalances that exist in the current or short-term budget outlook. Key measures will be the budget to actual information for the past few budget years, looking at where the city is over/under-budgeting revenues and expenditures.

Task 3: Budget Forecast and Long-Range Financial Plan

FCS has a municipal budget forecasting model that will be updated with the City' financial structure, revenue and expenditure accounts, and historical budget information. From this model update, a 10-year long-range financial forecast will be prepared. Three scenarios will be presented to the City with variable assumptions. These scenarios will include revenue enhancement options such as sales, tax, utility tax, and property tax changes. It will also include baseline expenditure reduction scenarios.

Task 4: Discussions with City Staff on Preliminary Findings

This task will include two (2) virtual meetings with the city and developing a high-level technical memorandum on the preliminary forecast and forecast scenarios. The memorandum will include findings such as:

- Current financial condition of the City and identifying current areas of concern with revenues/expenditures.
- 10-year forecast including three scenarios that include variable revenue and expenditure assumption changes as agreed to by the City.

Task 5: Draft Report and Presentation of Findings

This stage of the project will include a report and presentation including the technical memorandum as well as recommendations for changes to revenues and expenditures. This task will also include the following:

- Revenue Enhancement Options including councilmanic and voter-approved options including, levy lid lift, sales tax, and utility tax increase scenarios.
- Recommendations on expenditure decreases, shared services and other items that could contribute to fiscal sustainability.
- Identification of fees and services that other Cities may include for revenue enhancement that Des Moines does not.
- In addition, this report and presentation will summarize the development analysis in Part B to make recommendations on higher revenue-type developments or development programs.

This stage will include one (1) virtual meeting with City staff and one (1) virtual meeting with City Council to present the findings including a PowerPoint presentation.

Task 6: Updates

FCS will provide at least one (1) virtual follow-up meeting to update City staff and council as needed after the findings and report are presented.

Part B: Development Options Analysis

Task 1: Document Key Assumptions

FCS will prepare a data request and arrange a data review meeting with city staff to discuss and confirm the following items:

- Identify up to four (4) development typologies or land use types to be included in the model (e.g., detached housing, townhomes, apartments, general retail, etc.).
- Current development-related fee schedule including rate and charge basis.
- City staff to provide three (3) prior years of budget documents and annual financial report.
- Discussion of level of service policies (e.g., park acres per 1,000 residents).
- City staff to provide descriptions of recent examples of development projects that have been approved or constructed. Relevant information will include building configuration, improvement cost, land cost, dwelling types, etc.

Task 2: Identify Revenues Related to New Development

Based on the changes in property's uses, fiscal characteristics, and a review of the potential revenue sources, FCS will identify general fund revenues that would be generated by the development prototypes. FCS will also identify one-time revenues (e.g., impact fees, sales tax revenue on construction, etc.) as well as ongoing revenues such as General Fund revenues (e.g., property taxes, sales taxes, etc.) and other funds, such as state pass-through revenues.

Task 3: Identify City Services and Costs

Based on results of Tasks 2 and 3 FCS will work with City staff to identify the expenditures needed to provide services for each development type. General Fund impacts will be developed using cost metrics derived from city budget line items and per-unit cost conversion assumptions. This task will include additional review time and coordination meetings with the City staff to determine if any adjustments need to be made to the cost metrics using budget data. Infrastructure costs and serviceability issues will be identified based on city staff input.

Task 4: Model Development and Delivery

Using data gathered in prior tasks, FCS will develop an interactive fiscal impact model in *MSExcels* that will estimate the revenues and expenses anticipated in each development prototype. The model will include a user-friendly interface with inputs for development type, scale, and location. The model will also include a summary tab showing topline metrics such as ongoing fiscal impact of the development. FCS and City staff will meet to review the model and its functionality.

This task will also include model delivery to City staff for future use. FCS will provide additional analysis and consultation, as allowed by the project budget during the remainder of the contract schedule.

EXHIBIT B: FCS, A BOWMAN COMPANY. FEE SCHEDULE

Technical Tasks	Principal	Project Manager	Senior Analyst	Analyst	Admin Support	Total Hours	Total Budget
PART A: Long Range Financial Plan							
Task 1: Project Initiation & Plan Foundation	2	10	10		3	25	\$5,130
Task 2: Budget Assessment		10	20			30	\$6,000
Task 3: Budget Forecast and Long-Range Plan	2	20	40			62	\$12,650
Task 4: Discussions with City Staff on Preliminary Findings		10	10			20	\$4,150
Task 5: Draft Report and Presentation of Findings	2	10	20			32	\$6,650
Task 6: Updates		10	10			20	\$4,150
PART B: Development Options Analysis							
Task 1: Document Key Assumptions	6	8		8	4	26	\$5,590
Task 2: Identify Revenues Related to New Development	6	6		16		28	\$6,050
Task 3: Identify City Services and Costs	6	6		16		28	\$6,050
Task 4: Model Development and Delivery	6	12		16		34	\$7,430
TOTAL TECHNICAL	24	102	110	40	7	271	\$63,850
Billing Rate	\$325	\$230	\$185	\$170	\$110		
Plus: Contingency (Additional Work as Needed)							\$5,000
TOTAL AMOUNT							\$68,850

LABOR RATES

<u>Name</u>	<u>Title</u>	<u>Billing Rate</u>
Todd Chase	Principal	\$325.00
Robert Hamud	Project Manager	\$230.00
Todd Wood`	PM/Technical Consultant	\$230.00
Luke Nelson	Senior Analyst	\$185.00
Eli Jamieson	Analyst	\$170.00
Administrative Support Staff		\$110.00



March 12, 2025

fcsgroup.com | bowman.com

EXHIBIT C: PROJECT TIMELINE

It is anticipated that both Parts A and B of the Scope of Work will be completed within six months of project commencement with the following tentative timeline:

Part A: Long Range Financial Plan

Months 1-2: Tasks 1-2, Project Initiation, Budget Assessment

Months 2-4: Task 3-Budget Forecast and Long-Range Financial Plan

Months 4-5: Task 4-Discussions with City Staff on Preliminary Findings

Months 5-6: Tasks 5-6, Draft Report, Presentation of Findings and Updates

Part B: Development Options Analysis

Months 1-2: Tasks 1-2 Document Key Assumptions, Identify Revenues Related to New Development.

Months 3-4: Task 3-Identify City Services and Costs

Months 4-5: Task 4-Model Development and Delivery

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: 4th of July Drone Show at the Marina

FOR AGENDA OF: April 10, 2025

ATTACHMENTS:

- 1. Sky Elements Drone Shows Contract

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: March 25, 2025

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Finance *ML*
- Human Resources _____
- Legal */s/TG*
- Marina _____
- Police _____
- Parks, Recreation & Senior Services *ERM*
- Public Works _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

Purpose and Recommendation

The purpose of this agenda item is to approve the proposed agreement from Sky Elements Drone Shows for a 2025 4th of July Celebration Drone Show at the Des Moines Marina. This contract is for a 200-count drone show for a 20-minute performance.

Suggested Motion

Motion 1: "I move to approve the proposed agreement from Sky Elements Drone Shows for 2025 4th of July Celebration and authorize the City Manager to sign the agreement substantially in the form as submitted."

Background

For years past, the 4th of July celebration at the Des Moines Marina was a firework show off of the Marina fishing pier. That show was hosted by non-profit organization Destination Des Moines and operated by Oregon based Western Display. Several City services were also provided in support of their show such as crowd control and traffic control.

In 2023, Destination Des Moines did not identify that they would be hosting an event for the 4th of July in Des Moines.

Staff began researching drone shows as a source of entertainment after hearing of successful displays in other cities and at the recommendation of members of City Council.

This will be the 3rd year that the City of Des Moines has hosted a drone show on the 4th of July.

Discussion

Drone light shows are performed by illuminated, synchronized, and choreographed groups of drones that arrange themselves into various aerial formations. Almost any image can be recreated in the sky by a computer program that turns graphics into flight commands and communicates them to the drones. Music can be paired with the drones through FM transmitters allowing spectators to watch the display from several locations.

Research has found that there are several benefits of drones in comparison to fireworks. These include operational safety, environmental responsibility, and the elimination of loud “booms” that have a negative impact on animals and those suffering from PTSD.

The City of Des Moines is committed to being good stewards over the lands and waters that we reside in and to the community members we serve. As a new and exciting form of entertainment, drones have much to offer. They are capable of a great range of effects compared to fireworks, and their capacity for sophisticated choreography gives them vastly more potential for storytelling in the sky.

The cost of drones ranges from \$400-\$600 per individual drone and have a flight cycle of ~10 minutes. This contract is for 2-flights with 100 drones per flight for a 20-minute performance.

Alternatives

City Council could vote no to the execution of this contract.

Financial Impact

Cost per drone will be \$400/drone for a contract total of \$80,000. We negotiated a very competitive price with the vendor. It will require a 55% deposit upon execution of the contract and the remaining balance to be paid the day prior to the display. The City will be submitting an application to the Lodging Tax Committee to provide full funding for this contract.

Recommendation

Staff recommend approving the contract with Sky Elements for storyboard design, programming, animation, and delivery of a 4th of July Celebration drone show.



This Agreement is made this the 14th day of February 2025, by and between Sky Elements, LLC, a Texas limited liability company, whose address is 820 W Sandy Lake Drive, Coppell TX 75019, and hereinafter referred to as “**Sky Elements**” and **City of Des Moines**, hereinafter referred to as “Customer.” Sky Elements is in the business of providing drone display services, and Customer desires to have Sky Elements provide drone display services at Customer’s event(s). The parties therefore agree as follows:

1. **Drone Display(s):** Sky Elements agrees to furnish to Customer with drone display services, hereinafter referred to as “Display(s)” The Display(s) will be conducted in accordance with the following specifications:

Display Date(s): 7/4/2025

Drone Count: 200

Display(s) Location: 22047 Cliff Ave S, Des Moines, WA 98198

2. **Payment Terms.** Customer shall pay Sky Elements \$80,000 Customer shall submit a 55% deposit immediately upon execution of this Agreement. The balance remaining for each display(s) will be paid to Sky Elements seven days prior to each Display. Customer shall pay the Invoice by wire transfer, ACH, check, or credit card with 3.5% service fee. Failure to pay final balance before Display date could potentially delay the scheduled Display. Late payments are subject to a 6% annual interest charge on outstanding balances more than 10 days past due.
3. **Safety.** The performance of the Display(s) will start at the agreed upon time(s) if the launch site is secure and the conditions are safe to proceed as determined by Sky Elements in its sole discretion. The Parties agree that should unsafe conditions arise during the performance of the Display(s), as determined by Sky Elements in its sole discretion, Sky Elements’ Pilot in Command (“PIC”) may halt the display. The PIC may resume the Display(s) if the PIC determines that safe conditions are restored.
4. **Statement of Compliance.** Sky Elements complies with federal aviation law. In connection with these obligations, Sky Elements hereby represents and warrants to Customer that Sky Elements is obligated by federal aviation law to conduct all aerial operations within the limitations stated in Federal Aviation Administration Waiver No: 107W-2023-02319 (“**Waiver**”). Customer represents that nothing in this Agreement shall obligate Sky Elements to exceed or violate the terms of the Waiver.

5. **Customer's Obligations.**

- a) Customer shall be solely and entirely responsible for the following obligations:
 - i) Obtaining all necessary permissions from property owners, controllers, or authorized representatives required for the performance of the Display(s) at least seven days before the performance of the Display(s).
 - ii) Obtaining all necessary permits required by local governmental agencies (excluding FAA) at least seven days before the performance of the Display(s).
 - iii) Maintaining a safe operating area from which the Sky Elements crew will work, uninterrupted.
 - iv) Securing the area of operation to ensure only individuals necessary to the operation ("Participating Persons") are allowed in the area of flight operations as designated by Sky Elements.
 - v) Ensuring that only Participating Persons will be permitted within the perimeter of 100 feet from the area of primary flying.
 - vi) Ensuring that none of the Customer's employees, contractors, or representatives are operating a drone within 2500 feet of the Display(s) location during the performance of the Display, without prior approval by Sky Elements.
- b) Customer, and its employees, representatives, and agents, must respond promptly to any Sky Elements request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for Sky Elements to perform the Display(s) in accordance with the requirements of this Agreement.
- c) If Sky Elements' performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its employees, representatives, and agents, Sky Elements shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Customer, in each case, if arising directly or indirectly from such prevention or delay.

6. **Cancellation.**

- a) If Sky Elements is unable to perform the Display(s) due to (i) the Parties inability to obtain the requisite permissions to perform the Display(s), (ii) the illness, injury, or death of its employees or personnel who are intended to pilot and coordinate the Display(s), (iii) or due to the damage or destruction of Sky Elements' equipment during transit to the location of the Display(s) (each, an "Unforeseen Event"), and to the extent such Unforeseen Event was not directly caused by Sky Elements or its personnel, Sky Elements may cancel the Display(s) and

any of its obligations under this Agreement by providing Customer notice as soon as reasonably possible before the Display(s). If a cancellation under this Section 5(a) is required, Sky Elements will provide Customer a full refund of any amounts Customer paid to Sky Elements at the time of cancellation.

- b) If Customer cancels this Agreement more than 30 days before the scheduled date of the Display(s), the cancellation fee will be 50% of the full Invoice price regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the Display(s) from moving forward as scheduled.
- c) If Customer cancels this agreement less than 30 days, but more than 72 hours before the scheduled date of the Display(s), the cancellation fee will be 75% of the full Invoice price regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the operations from moving forward as scheduled.
- d) If Customer cancels this agreement less than 72 hours before the scheduled date of the Display(s), the Customer shall pay Sky Elements the total amount of the Invoice, regardless of whether such fees and expenses are incurred and regardless of whether other external conditions would have prevented the operations from moving forward as scheduled.

7. **Indemnification.**

- a) Customer shall defend, indemnify, and hold harmless Sky Elements, its agents, employees, heirs, representatives, successors, and assigns from and against any costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection with or resulting from: 1) Any inaccuracy in any representation or breach of any warranty made by Customer under this Agreement; 2) Customer's gross negligence or willful misconduct in performing any of its obligations under this Agreement; 3) A material breach by Customer of any of its representations, warranties, covenants, or agreements under this Agreement; or 4) Any third-party claim based on, resulting from, or arising out of Customer's conduct under this Agreement.
- b) Sky Elements shall defend, indemnify, and hold harmless the Customer, its agents, employees, heirs, representatives, successors, and assigns from and against any costs, losses, claims, liabilities, fines, expenses, penalties, and damages (including reasonable legal fees) in connection with or resulting from: 1) Any inaccuracy in any representation or breach of any warranty made by Sky Elements under this Agreement; 2) Sky Elements' gross negligence or willful misconduct in performing any of its obligations under this Agreement; 3) A material breach by Sky Elements of any of its representations, warranties, covenants, or agreements under this Agreement; or 4) Any third-party claim based on, resulting from, or arising out of Sky Elements' conduct under this Agreement.

8. **Relationship of the Parties.** The relationship between the Parties is that of independent contractors. Nothing in this Agreement shall give Customer the right to instruct, supervise, control, or direct the details and manner of the completion of the Display(s). Nothing in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have

authority to Agreement for or bind the other Party.

9. **Intellectual Property.** All intellectual property rights, including images, text, graphics, film, audio, audiovisual works, copyrights, patents, patent disclosures, inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, derivative works, and all other rights (collectively, “**Intellectual Property Rights**”) in and to the Display(s), work product, and other materials that are delivered to or for Customer under this Agreement shall be owned by Sky Elements.
10. **Confidential Information.**
 - a) Confidential Information disclosed by either Party shall be used by the receiving Party solely for the purposes authorized by this Agreement, unless otherwise approved in advance and in writing by the disclosing Party.
 - b) If the receiving Party is legally obliged to disclose any of the Confidential Information, the receiving Party shall promptly notify the disclosing Party so that the disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the terms of this Agreement, at the disclosing Party’s sole discretion.
 - c) Under this Agreement, “**Confidential Information**” includes, but is not limited to, Sky Elements’ operating procedures, operations manuals, and any documents marked “Confidential.”
 - d) The Parties shall be entitled to injunctive relief for any violation of this Section.
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
12. **Waiver.** No waiver of any right, remedy, power, or privilege under this Agreement (“Right”) is effective unless in writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right.
13. **Entire Agreement.** This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter. the Parties may not amend this Agreement except by written instrument signed by the Parties.
14. **Amendment & Assignment.** This Agreement may not be sold, assigned, amended, or transferred without the prior written consent of either Party. This Agreement may only be amended or modified in a writing which specifically states that it amends this Agreement and is signed by an authorized representative of each party.
15. **Successors and Assigns.** This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

16. **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall grant to any other person or entity any legal or equitable right, benefit, or remedy of any nature under or because of this Agreement.
17. **Force Majeure.** If for any reason beyond its control including, but not limited to, strikes, labor disputes, accidents, government requisitions, acts of war, acts of God, epidemic, pandemic, governmental restrictions, or other similar events that would make the event impractical or impossible, the Parties agree Customer's sole remedy is to transfer the display date subject to Sky Element's availability. In no event will Sky Elements be liable for any damages, including, but not limited to consequential damages.
18. **Choice of Law.** Each party agrees that any legal action to enforce or defend with respect to this Agreement (a "Legal Action") shall be brought only in the District Court of the State of Texas in Tarrant County. Each party further accepts for itself, and in respect of its property, generally and unconditionally, the exclusive jurisdiction of that court with respect to any Legal Action and irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of forum non convenienc, which it may now or hereafter have to the bringing of any Legal Action in that jurisdiction and venue.
19. **Form of Written Notice.** Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses that the receiving Party may designate from time to time in accordance with this Section.
20. **Severability.** If any provision or portion of this Agreement is found to be invalid, unlawful or unenforceable to any extent, such provision of this Agreement will be enforced to the fullest extent permissible by applicable law so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect. Upon such determination that any term or other provision of this Agreement is invalid, unlawful, or unenforceable, the Parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the Parties as closely as possible in a mutually acceptable manner so that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
21. **FAA Approvals and Authorizations.** Sky Elements shall obtain all necessary Federal Aviation Administration (FAA) approvals and authorizations to enable Sky Elements to perform fully hereunder, including airspace authorization needed for the Display(s).
22. **Representation and Warranty.**
 - a) Sky Elements represents and warrants to Customer that it shall perform the Display using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
 - b) In the event of a materially defective Display, being a display that is performed material

different than the rendering or missing more than ten percent of the drones in the Display(s), Sky Elements shall, in its sole discretion, either:

- i) Reperform the Display(s) at a mutual agreed upon date; or
 - ii) Credit or refund the price of the Display at the pro rata Agreement rate.
- c) The remedies set forth in this section shall be Customer's sole and exclusive remedy and Sky Elements entire liability for any breach of the limited warranty set forth in this section.
- d) Except for the warranty set forth above, Sky Elements makes no warranty related to its services, including any (a) warranty of fitness for a particular purpose; (b) warranty of title; or (c) warranty against infringement of intellectual property rights of a third party, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise.
23. **Insurance:** Sky Elements will maintain the following insurance coverages in connection with the Display(s) described in this Agreement.

Commercial General Liability: \$1,000,000

Automobile Liability: \$1,000,000

Umbrella: \$10,000,000

Workers Compensation: \$1,000,000

Aviation Liability: \$5,000,000

Sky Elements also agrees to include Customer as additional insured under the terms of this coverage. Sky Elements will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional insured per this Agreement.

24. **Electronic Signatures.** Each Party agrees that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures.
25. **Marketing Materials.** Should Sky Elements provide marketing collateral, including but not limited to images, videos, mockups, or other such marketing materials to Customer. Subject to the terms and conditions of this Agreement, Sky Elements hereby grants Customer "Licensee" a non-exclusive, non-transferable, revocable, limited license to use the Licensed Material solely for the purpose of promoting the specific upcoming Sky Elements drone show within a period of one (1) year from the Effective Date of this Agreement. All rights not expressly granted by Sky Elements are reserved. No other use is granted. Licensee shall not modify, alter, distribute, sublicense, sell, or create derivative works based on the Licensed Material without prior written consent from Sky Elements. Licensee shall maintain the integrity of the Licensed Material and shall not use it in a manner that discredits or tarnishes the reputation of Sky Elements. Sky Elements retains all copyrights and intellectual property rights to the Licensed Material. Any rights not expressly granted herein are reserved by Sky Elements.
26. **Survival.** Subject to the limitations and other provisions of this Agreement: (a) the representations

and warranties of the Parties contained herein will survive the expiration or earlier termination of this Agreement for 12 months after such expiration or termination; and (b) Section 10 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, shall survive for a period of 24 months after such expiration or termination of this Agreement.

27. **Notices.** All notices required under this Agreement shall be in writing, signed by the party delivering such notice, and delivered to the respective addresses set forth below by overnight courier or by first-class mail with return receipt requested.

Sky Elements
ATTN: Preston Ward
preston@skyelementsdrones.com
(817) 538-3207
820 W Sandy Lake Rd. Suite 200
Coppell, TX 75019

Customer:

All notices shall be effective upon receipt if sent by overnight mail, or three days after deposited via U.S. mail.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

SKY ELEMENTS, LLC

BY: _____

Date: _____

Preston Ward, Manager / General Counsel

CUSTOMER

BY: _____

Date: _____

Printed Name: _____

Company: _____

Title: _____

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Sixgill Shark Capital of the World
Follow Up

FOR AGENDA OF: April 10, 2025

DEPT. OF ORIGIN: City Manager

ATTACHMENTS:
1.

DATE SUBMITTED: March 27, 2025

CLEARANCES:

- City Clerk _____
- Communications _____
- Community Development _____
- Courts _____
- Emergency Management _____
- Finance _____
- Human Resources _____
- Legal /s/TG _____
- Marina _____
- Police _____
- Parks, Recreation & Senior Services _____
- Public Works *WPS*

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

Purpose and Recommendation

The purpose of this item is to provide the information requested by the City Council following the discussion regarding declaring Des Moines the Sixgill Shark Capital of the World at the March 13, 2025 meeting.

Suggested Motion

Motion: “I move to proceed with developing and installing commemorative signage declaring 6th Avenue Sixgill Shark Avenue, and authorize the Surface Water Management Fund to partner with MaST with educational signage and outreach related to the Sixgill Shark and the importance of water quality in an amount not to exceed \$10,000.”

Background

At the March 13, 2025 City Council meeting, the Council unanimously directed staff to evaluate the costs associated with installing commemorative street signage renaming Sixth Avenue to "Sixgill Avenue." Staff were also asked to explore grant opportunities and potential partnerships with the MaST Center Aquarium to support public education efforts about the Sixgill Shark species.

The estimated cost to fabricate and install commemorative signage along Sixth Avenue—modeled after the signage for Waterland Way—is \$3,000. This includes six signs at \$200 each, along with approximately \$1,800 in labor. The Public Works Department has indicated that these expenses can be absorbed within the existing budget. These will be commemorative signs and will not replace the current Sixth Avenue street signage.

City staff have met with representatives from the MaST Center Aquarium to discuss collaborative efforts to pursue grant funding. MaST will take the lead in identifying and applying for suitable grants, with the City providing assistance as appropriate. No grants requiring significant financial contributions from the City will be pursued without prior City Council approval.

The City's Surface Water Management (SWM) division currently dedicates approximately \$60,000 annually to public outreach and education regarding water quality. SWM staff believe that raising public awareness about the Sixgill Shark and the importance of keeping Puget Sound clean aligns well with their objectives. They propose allocating up to \$10,000 of existing public education funds toward the development of educational signage about the Sixgill Shark. If the Council approves this action, SWM staff will partner with MaST staff to implement the project. These educational efforts will also contribute toward fulfilling the requirements of the Department of Ecology's Municipal Stormwater (NPDES) permit.

Alternatives

The City Council can choose to not fund the commemorative street signage and educational signage.

CITY COUNCIL REGULAR MEETING

Speaker Sign-Up Sheet

April 10, 2025



NAME (PLEASE PRINT)	ADDRESS	TOPIC	PHONE/E-MAIL ADDRESS
✓ Victoria Andrews	815 S 216 th St, G134 _{DM}	Showing up	VAndrews11@msn.com
✓ Christina Blockard		Black Wellness Week	