

## AGENDA

**DES MOINES CITY COUNCIL  
REGULAR MEETING  
City Council Chambers  
21630 11th Avenue S, Des Moines, Washington  
Thursday, December 12, 2024 - 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: Chair Matt Mahoney

### CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

- Item 1. ANNUAL UPDATE FROM THE DES MOINES YACHT CLUB
- Item 2. UPDATE ON THE CITY'S RESPONSE TO THE SUSTAINABLE AIRPORT MASTER PLAN

### CONSENT AGENDA

- Item 1. APPROVAL OF VOUCHERS
- Motion** is to approve the payment vouchers through November 28, 2024 and payroll transfers through December 05, 2024 in the attached list and further described as follows:

|                         |                |                |
|-------------------------|----------------|----------------|
| EFT Vendor Payments     | #11006-11084   | \$ 591,726.10  |
| Wires                   | #2784-2788     | \$2,101,387.27 |
| Accounts Payable Checks | #166212-166262 | \$ 523,255.89  |
| Payroll Checks          | #19909-19910   | \$ 5,960.00    |
| Payroll Voided Advice   | #11607-11773   | \$ 488,167.26  |
| Payroll Checks          | #19911-19914   | \$ 11,933.95   |
| Payroll Advice          | #11774-11945   | \$ 592,262.66  |

Total Checks and Wires for A/P & Payroll: \$4,314,693.13

[Approval of Vouchers](#)

- Item 2. SENIOR ACTIVITY CENTER SOLAR POWER GRANT ACCEPTANCE  
**Motion** is to approve the Department of Commerce Clean Energy Grant for Energy Retrofits and Solar Power for Public Building in the amount of \$189,200, and authorize the City Manager to sign said Contract substantially in the form as submitted.

[Senior Activity Center Solar Power Grant Acceptance](#)

- Item 3. SOUND TRANSIT CONTRACT AMENDMENT  
**Motion** is to approve Amendment #14 to the Contract with Fredricks Management Consulting, continuing professional consulting services through March 31, 2026, with an increase of \$10,000 for 2024 (bringing the total not-to-exceed amount for 2024 services to \$60,000.00) and up to \$40,000 in 2025 and \$10,000 in 2026 services, and authorize the City Manager to sign the contract amendment substantially in the form submitted.

[Sound Transit Contract Amendment](#)

- Item 4. WATER DISTRICT 54 FRANCHISE AMENDMENT  
**Motion** is to enact Draft Ordinance No. 24-099, amending the franchise agreement with King County Water District 54.

[Water District 54 Franchise Amendment](#)

- Item 5. HEMSTAD CONSULTING CONTRACT RENEWAL (AMENDMENT 3)  
**Motion** is to approve Amendment 3 to the contract between the City and Hemstad Consulting for the purpose of extending and updating the legislative advocacy contract through September 30, 2025, and authorize the City Manager to sign the Amendment substantially in the form as attached.

[Hemstad Consulting Contract Renewal \(Amendment 3\)](#)

- Item 6. INTERLOCAL AGREEMENT FOR COORDINATED SAMP REVIEW  
Motion is to approve the Interlocal Agreement between the Cities of Burien, Des Moines, Normandy Park and SeaTac for environmental review of the Sea-Tac Airport Sustainable Airport Master Plan, and to direct the City Manager to execute the ILA, substantially in the form as attached.

[Interlocal Agreement For Coordinated SAMP Review](#)

- Item 7. 6TH PLACE/287TH STREET PIPE REPLACEMENT PROJECT  
CONSULTANT CONTRACT AND GRANT AWARD  
**Motion 1** is to accept the King County Flood Control District Flood Reduction Grant Award for the 6th Place/287th Street Pipe Replacement Project and authorize the City Manager to sign the Grant Agreement substantially in the form as submitted.

**Motion 2** is to approve the 2024-2025 On-Call General Civil Engineering Services Task Assignment 2024-25 with Parametrix to

provide design and permitting services for the 6th Place/287th Street Pipe Replacement Project in the amount of \$314,149.42, and authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

[6th Place-287th Street Pipe Replacement Project Consultant Contract and Grant Award](#)

Item 8. 2025 VEHICLE PURCHASE

**Motion** is to approve the purchase of vehicles and equipment identified in Attachment 1 for a total estimated amount of \$880,000 and to authorize the City Manager or the City Manager's designee to sign the purchase orders at the time they are created.

[2025 Vehicle Purchase](#)

Item 9. CONSULTANT SERVICES CONTRACT FOR TRANSPORTATION ELEMENT

**Motion** is to approve the consultant Services Contract with Fehr & Peers for the Des Moines Comprehensive Plan Transportation Element in the amount not to exceed \$100,000, and further authorize the City Manager to sign said Contract substantially in the form as submitted.

[Comprehensive Plan Transportation Element Consultant Services Contract](#)

## UNFINISHED BUSINESS

Item 1. SQUARE FOOTAGE TAX SECOND READING

Staff Presentation by Assistant City Attorney Matthew Hutchins

[Square Footage Tax Second Reading](#)

Item 2. CITY OF DES MOINES' MISSION, VISION & VALUES

[City of Des Moines' Mission, Vision & Values](#)

## PUBLIC HEARING/CONTINUED PUBLIC HEARING

Item 1. 2024 ANNUAL BUDGET AMENDMENTS

Staff Presentation by Finance Director Jeff Friend

[2024 Annual Budget Amendments](#)

Item 2. 2025 2026 BIENNIAL BUDGET

Staff Presentation by Finance Director Jeff Friend

[2025 2026 Biennial Budget](#)

## NEW BUSINESS

Item 1. DRAFT ORDINANCE 24-088 - SUSPENDING RESTRICTION ON USE OF ONE-TIME REVENUE FOR 2025 AND 2026

Staff Presentation by Finance Director Jeff Friend

[Draft Ordinance 24-088 - Suspending Restriction on Use of One-Time Revenue for 2025 And 2026](#)

- Item 2. DES MOINES MARINA STEPS PROJECT – BID REJECTION  
Staff Presentation by Public Works Director Mike Slevin  
[Des Moines Marina Steps Project – Bid Rejection](#)
- Item 3. 2025 AND 2026 HUMAN SERVICES ADVISORY COMMITTEE –  
FUNDING RECOMMENDATIONS  
Staff Presentation by Executive Administrative Analyst  
[2025 and 2026 Human Services Advisory Committee – Funding  
Recommendations](#)
- Item 4. NEW AGENDA ITEMS FOR CONSIDERATION – 10 Minutes

**COUNCILMEMBER REPORTS**

(4 minutes per Councilmember) - 30 minutes

**PRESIDING OFFICER’S REPORT**

**EXECUTIVE SESSION**

**NEXT MEETING DATE**

January 09, 2025 City Council Regular Meeting

**ADJOURNMENT**

**CITY OF DES MOINES**  
**Voucher Certification Approval**  
**December 12, 2024**  
**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 **December 12, 2024** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through November 28, 2024 and payroll transfers through December 5, 2024 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   |            | 11006  | 11084  | 591,726.10          |
| Wires   |            | 2784   | 2788   | 2,101,387.27        |
| AP Checks   |            | 166212 | 166262 | 523,255.89          |
| <b>Total Vouchers paid</b>                          |            |        |        | <b>3,216,369.26</b> |
| <b>Payroll Vouchers</b>                             |            |        |        |                     |
| Payroll Checks                                      | 11/20/2024 | 19909  | 19910  | 5,960.00            |
| Payroll Advice                                      |            | 11607  | 11773  | 488,167.26          |
| Payroll Checks                                      | 12/5/2024  | 19911  | 19914  | 11,933.95           |
| Payroll Advice                                      |            | 11774  | 11945  | 592,262.66          |
| <b>Total Paychecks &amp; Direct Deposits</b>        |            |        |        | <b>1,098,323.87</b> |
| <b>Total checks and wires for A/P &amp; Payroll</b> |            |        |        | <b>4,314,693.13</b> |

# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Senior Activity Center Solar Power  
Grant Acceptance

AGENDA OF: December 12, 2024

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

DATE SUBMITTED: November 27, 2024

1. Washington State Department of  
Commerce Clean Energy Grant 2024  
Energy Retrofits and Solar Power for  
Public Buildings

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Director of Marina Redevelopment \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *ML 2/1*
- 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 Agenda Item is to seek City Council approval of the 2024 Department of Commerce Clean Energy Grant for Energy Retrofits and Solar Power for Public Buildings.

**Suggested Motion**

**Motion:** "I move to approve the Department of Commerce Clean Energy Grant for Energy Retrofits and Solar Power for Public Buildings in the amount of \$189,200, and authorize the City Manager to sign said Contract substantially in the form as submitted."

**Background**

The City successfully applied for a Department of Commerce Clean Energy Grant for Energy Retrofits and Solar Power for Public Buildings in the spring of 2024. This grant will allow Solar Panels to be installed on the roof of the Senior Activity Center located at 2045 S. 216<sup>th</sup> St.

This grant funding will pay for the purchase and installation of a large solar array (approximately 50 kW DC) on the Des Moines Senior Center’s roof. The primary goal of this project is to offset the electricity usage and associated emissions of the facility while bringing it closer to being a fully electrified, indefinitely self-sufficient community center. A secondary benefit of this project would be a reduction in operating expenses for the Senior Center. A third benefit is the reduction of a large load from the grid allowing for reallocation of grid bandwidth in the local area.

**Discussion**

Given Des Moines’ large population of seniors, the Senior Activity Center is a cornerstone of the community with significant programming for both seniors and the wider community. At times the Senior Center has been used as a cooling center for vulnerable individuals and can be used as a key City assembly/distribution point in case of an emergency situation/natural disaster. Further, the installation of a solar array on the Des Moines Senior Center will provide backup power from critical needs during outages and advance community resilience during long duration outages/disasters. Additionally, as the array is a "customer-sited solar array" with advanced inverters that allow production/demand response and control by PSE, it facilitates "grid integration" and reduces a large load from the local Des Moines grid.

The City Council recently approved a full roof replacement at the Senior Activity Center to allow for this planned solar installation.

**Alternatives**

The City Council could decline the grant funding of \$189,200 however, significant investments have already been made to prepare the site for this project.

**Financial Impact**

There is no match requirement for this grant.

**Recommendation**

Staff recommends approval of the suggested motion.



**Interagency Agreement with**

**City of Des Moines**

**through**

Clean Energy Grants 2024  
Energy Retrofits and Solar Power for Public Buildings

**Contract Number:  
24-92601-109**

**For**

**Des Moines Senior Center Solar Array**

**Dated:** Friday, November 1, 2024



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DRAFT

## Face Sheet

Contract Number: 24-92601-109

**Washington State Department of Commerce  
Energy Division  
Energy Program in Communities Unit  
Energy Retrofits and Solar Power for Public Buildings**

|   |  |  |                                 |
|---|--|--|---------------------------------|
| <b>1. Contractor</b><br>City of Des Moines<br>21630 11 <sup>th</sup> Ave S. Suite C<br>Des Moines, WA 98198   |  | <b>2. Contractor Doing Business As (as applicable)</b><br><br>   |                                 |
| <b>3. Contractor Representative</b><br>Rochelle Caton<br>Executive Administrative Analyst<br>206-870-6514<br>rcaton@desmoineswa.gov   |  | <b>4. COMMERCE Representative</b><br>Paul Larsen<br>Solar Program Manager<br>360-725-2748<br>paul.larsen@commerce.wa.gov <div style="float: right; text-align: right;">                     PO Box 42525<br/>                     1011 Plum St SE<br/>                     Olympia, WA 98504-2525                 </div> |                                 |
| <b>5. Contract Amount</b><br>\$189,200  | <b>6. Funding Source</b><br>Federal: <input type="checkbox"/> State: <input checked="" type="checkbox"/> Other: <input type="checkbox"/> N/A: <input type="checkbox"/> | <b>7. Start Date</b><br>11/01/2024   | <b>8. End Date</b><br>9/30/2026 |
| <b>9. Federal Funds (as applicable)</b><br>N/A  |  | <b>Federal Agency:</b><br>N/A  |                                 |
| <b>ALN</b><br>N/A   |  |  |                                 |
| <b>10. Tax ID #</b><br>N/A  | <b>11. SWV #</b><br>SWV0000307-00  | <b>12. UBI #</b><br>600-016-906  | <b>13. UEI #</b><br>N/A         |
| <b>14. Contract Purpose</b><br>This project will furnish and install a solar Photovoltaic (PV) system rated for 47.045 kW DC / 50 kW AC at standard test conditions at the City of Des Moines – Senior Activity Center.   |  |  |                                 |
| COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents incorporated by reference: Contractor Terms and Conditions including Attachment “A” – Scope of Work, Attachment “B” – Budget, Attachment “C” –Reporting, Attachment “D” - Proviso |  |  |                                 |
| <b>FOR CONTRACTOR</b><br><br>_____<br>Katherine Caffrey, City Manager<br><br>_____<br>Date  |  | <b>FOR COMMERCE</b><br><br>_____<br>Michael Furze, Assistant Director, Energy Division<br><br>_____<br>Date<br><br><b>APPROVED AS TO FORM ONLY<br/>BY ASSISTANT ATTORNEY GENERAL<br/>APPROVAL ON FILE</b>  |                                 |

## DECLARATIONS

The Washington State Department of Commerce (Commerce) has been appropriated funds by the Washington State Legislature to provide grants to promote Washington's commitment to equitable, clean energy development.

### CLIENT INFORMATION

|                           |                    |
|---------------------------|--------------------|
| Legal Name:               | City of Des Moines |
| Agreement Number:         | 24-92601-109       |
| Award Year:               | 2024               |
| State Wide Vendor Number: | SWV0000307-00      |

### PROJECT INFORMATION

|                   |                                      |
|-------------------|--------------------------------------|
| Project Title:    | Des Moines Senior Center Solar Array |
| Project Address:  | 2045 South 216th Street              |
| Project City:     | Des Moines                           |
| Project State:    | WA                                   |
| Project Zip Code: | 98198                                |

### GRANT INFORMATION

|                                  |                         |
|----------------------------------|-------------------------|
| Grant Amount:                    | \$189,200               |
| Non-State Match (1:X)            | \$0.00                  |
| Type of Match Accepted:          | N/A                     |
| Earliest Date for Reimbursement: | 11/01/2024              |
| Time of Performance:             | 11/01/2024 to 9/30/2026 |

## Program Specific Terms and Conditions

As identified herein, notwithstanding General & Specific Terms and Conditions SECTIONS, the following Program Specific Terms and Conditions take precedence over any similarly referenced Special or General Terms and Conditions:

1. **BILLING AND COMPENSATION FOR PERFORMANCE BASED CONTRACT (Replaces Special Terms and Conditions #4 Billing Procedures and Payment)**

COMMERCE will pay Contractor not more often than monthly upon acceptance of services provided and receipt of properly completed invoices for completed milestones, which shall be submitted to the Representative for COMMERCE.

The Contractor shall provide the Representative of COMMERCE a signed electronic Invoice A19 form that includes the contract number referenced on the declarations page.

The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed and the milestone number(s) achieved.

The Contractor is required to maintain documentation to support invoiced costs and cost share obligations. The Contractor shall make these documents available to COMMERCE if requested.

COMMERCE will pay Contractor the amounts set forth in Attachment B upon full completion of each milestone. Upon full completion of each Milestone, Contractor will provide an invoice and any required supporting documentation to the Representative of COMMERCE. Except as may be agreed by COMMERCE in its discretion, COMMERCE shall only be obligated to make payments upon demonstration of completion of all Deliverables within a given Milestone.

However, it is acknowledged that in the event one or two Deliverables of a Milestone is unduly delayed (more than 3 months) due to circumstances outside Contractor's control, COMMERCE may, in its sole discretion, reasonably negotiate with Contractor regarding paying for those Deliverables of such Milestones that are completed.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

**Invoices and End of Fiscal Year**

Invoices are due on the 20th of the month following the provision of services.

Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date.

The contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.

#### Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

#### Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

### **2. SUBCONTRACTING (Replaces General Terms and Conditions #15 Subcontracting)**

The Contractor may only subcontract work contemplated under this Contract if it provides written notification to COMMERCE of any subcontractors who will be performing work under this Grant Agreement. The written notice must provide the names and address of the subcontractor with a brief description of which tasks within the Contractor Scope of Work (Attachment A) that will be undertaken by the subcontractor(s).

The Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract.

In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties. Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

All reference to the Contractor under this clause shall also include Contractor's employees, agents or subcontractors.

### **3. PREVAILING WAGE LAW**

The Contractor certifies that all contractors and subcontractors performing work on the Project shall comply with state Prevailing Wages on Public Works, Chapter 39.12 RCW, as applicable to the Project funded by this Agreement, including but not limited to the filing of the "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" as required by RCW 39.12.040. The Contractor shall maintain records sufficient to evidence compliance with Chapter 39.12 RCW, and shall make such records available for COMMERCE's review upon request

### **4. HISTORICAL OR CULTURAL ARTIFACTS**

Prior to approval and disbursement of any funds awarded under this Contract, Contractor shall complete the requirements of Governor's Executive Order 21-02, where applicable, or Contractor shall complete a review under Section 106 of the National Historic Preservation Act, if applicable.

Contractor agrees that the Contractor is legally and financially responsible for compliance with all laws, regulations, and agreements related to the preservation of historical or cultural resources and agrees to hold harmless COMMERCE and the state of Washington in relation to any claim related

to such historical or cultural resources discovered, disturbed, or damaged as a result of the project funded by this Contract.

In addition to the requirements set forth in this Contract, Contractor shall, in accordance with Governor's Executive Order 21-02 coordinate with Commerce and the Washington State Department of Archaeology and Historic Preservation ("DAHP"), including any recommended consultation with any affected tribe(s), during Project design and prior to construction to determine the existence of any tribal cultural resources affected by Project. Contractor agrees to avoid, minimize, or mitigate impacts to the cultural resource as a continuing prerequisite to receipt of funds under this Contract.

The Contractor agrees that, unless the Contractor is proceeding under an approved historical and cultural monitoring plan or other memorandum of agreement, if historical or cultural artifacts are discovered during construction, the Contractor shall immediately stop construction and notify the local historical preservation officer and the state's historical preservation officer at DAHP, and the Commerce Representative identified on the Face Sheet. If human remains are uncovered, the Contractor shall report the presence and location of the remains to the coroner and local enforcement

Immediately, then contact DAHP and the concerned tribe's cultural staff or committee.

The Contractor shall require this provision to be contained in all subcontracts for work or services related to the Scope of Work attached hereto.

In addition to the requirements set forth in this Contract, Contractor agrees to comply with RCW 27.44 regarding Indian Graves and Records; RCW 27.53 regarding Archaeological Sites and Resources; RCW 68.60 regarding Abandoned and Historic Cemeteries and Historic Graves; and WAC 25-48 regarding Archaeological Excavation and Removal Permit.

Completion of the requirements of Section 106 of the National Historic Preservation Act shall substitute for completion of Governor's Executive Order 21-02.

In the event that the Contractor finds it necessary to amend the Scope of Work the Contractor may be required to re-comply with Governor's Executive Order 21-02 or Section 106 of the National Historic Preservation Act

## **5. ACKNOWLEDGMENT OF CLIMATE COMMITMENT ACT FUNDING**

If this Agreement is funded in whole or in part by the Climate Commitment Act, Grantee agrees that any website, announcement, press release, and/or publication (written, visual, or sound) used for media-related activities, publicity, and public outreach issued by or on behalf of Grantee which reference programs or projects funded in whole or in part with Washington's Climate Commitment Act (CCA) funds under this Grant, shall contain the following statement:

"The [PROGRAM NAME / GRANT / ETC.] is supported with funding from Washington's Climate Commitment Act. The CCA supports Washington's climate action efforts by putting cap-and-invest dollars to work reducing climate pollution, creating jobs, and improving public health. Information about the CCA is available at [www.climate.wa.gov](http://www.climate.wa.gov)."

The Grantee agrees to ensure coordinated Climate Commitment Act branding on work completed by or on behalf of the Grantee. The CCA logo must be used in the following circumstances, consistent with the branding guidelines posted at [CCA brand toolkit](#), including:

- A.** Any project related website or webpage that includes logos from other funding partners;
- B.** Any publication materials that include logos from other funding partners;
- C.** Any on-site signage including pre-during Construction signage and permanent signage at completed project sites; and
- D.** Any equipment purchased with CCA funding through a generally visible decal.

## Special Terms and Conditions

1. **AUTHORITY**

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. **CONTRACT MANAGEMENT**

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. **COMPENSATION**

COMMERCE shall pay an amount not to exceed \$189,200, for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the Scope of Work.

**EXPENSES**

~~Contractor shall receive reimbursement for travel and other expenses as identified below or as authorized in advance by COMMERCE as reimbursable. The maximum amount to be paid to the Contractor for authorized expenses shall not exceed \$0, which amount is included in the Contract total above.~~

~~Such expenses may include airfare (economy or coach class only), other transportation expenses, and lodging and subsistence necessary during periods of required travel. Contractor shall receive compensation for travel expenses at current state travel reimbursement rates.~~

4. **BILLING PROCEDURES AND PAYMENT (Replaced by Program Specific Terms and Conditions #1 Billing and Compensation for Performance Based Contract)**

~~COMMERCE will pay Contractor upon acceptance of services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than monthly nor less than quarterly.~~

~~The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number \_\_\_\_\_. If expenses are invoiced, provide a detailed breakdown of each type. A receipt must accompany any single expenses in the amount of \$50.00 or more in order to receive reimbursement. Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.~~

~~COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.~~

~~No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.~~

~~Invoices and End of Fiscal Year~~



~~Invoices are due on the 20th of the month following the provision of services.~~

~~Final invoices for a state fiscal year may be due sooner than the 20th and Commerce will provide notification of the end of fiscal year due date. The Contractor must invoice for all expenses from the beginning of the contract through June 30, regardless of the contract start and end date.~~

~~Duplication of Billed Costs~~

~~The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.~~

~~Disallowed Costs~~

~~The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.~~

~~COMMERCE may, in its sole discretion, withhold ten percent (10%) from each payment until acceptance by COMMERCE of the final report (or completion of the project, etc.).~~

**5. SUBCONTRACTOR DATA COLLECTION**

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Contract performed by subcontractors and the portion of Contract funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

**6. INSURANCE**

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

**7. FRAUD AND OTHER LOSS REPORTING**

Contractor shall report in writing all known or suspected fraud or other loss of any funds or other property furnished under this Contract immediately or as soon as practicable to the Commerce Representative identified on the Face Sheet.

**8. ORDER OF PRECEDENCE**

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Attachment D – Proviso
- Program Specific Terms and Conditions
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget
- Attachment C – Reporting
- Application submitted by contractor in response to the Program RFA

## **General Terms and Conditions**

### **1. DEFINITIONS**

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Washington Department of Commerce.
- C. "Contract" or "Agreement" or "Grant" means the entire written agreement between COMMERCE and the Contractor, including any Attachments, documents, or materials incorporated by reference. E-mail or Facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" or "Grantee" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers, and "Protected Health Information" under the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

### **2. ALL WRITINGS CONTAINED HEREIN**

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

### **3. AMENDMENTS**

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

### **4. ASSIGNMENT**

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

### **5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION**

- A. "Confidential Information" as used in this section includes:
  - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
  - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and

iii. All Personal Information in the possession of the Contractor that may not be disclosed under state or federal law.

- B.** The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law.

The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality. COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures.

The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C.** Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

**6. COPYRIGHT**

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

**7. DISPUTES**

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The

Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

**8. GOVERNING LAW AND VENUE**

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**9. INDEMNIFICATION**

Each party shall be solely responsible for the acts of its employees, officers, and agents.

**10. LICENSING, ACCREDITATION AND REGISTRATION**

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

**11. RECAPTURE**

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

**12. RECORDS MAINTENANCE**

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**13. SAVINGS**

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

**14. SEVERABILITY**

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. **SUBCONTRACTING (Replaced by Program Specific Terms and Conditions #2 Subcontracting)**

~~The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.~~

~~If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.~~

~~Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.~~

~~Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.~~

16. **SURVIVAL**

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. **TERMINATION FOR CAUSE**

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are, in addition to any other rights and remedies, provided by law.

18. **TERMINATION FOR CONVENIENCE**

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days' written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. **TERMINATION PROCEDURES**

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or

acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which COMMERCE has or may acquire an interest.

## **20. TREATMENT OF ASSETS**

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.

- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract.
- E. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. **WAIVER**

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

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## Attachment A: Scope of Work

### Scope of Work: Basic Info

Project Name: City of Des Moines – Senior Activity Center Solar Panels

Site Address: 2045 South 216th Street, Des Moines, WA 98198

Serving electric utility: PSE

#### System Size

|  |
|--|
| Solar array size (kW DC): 47.045   |
| Solar array size (kW AC): 50kW AC: a single SolarEdge 3-phase 208V 50kWac inverter |

#### Mounting Type

|                                 |  |                                 |
|---------------------------------|--|---------------------------------|
| <input type="checkbox"/> Ground | <input checked="" type="checkbox"/> Roof | <input type="checkbox"/> Canopy |
|---------------------------------|--|---------------------------------|

**Major Components:** List major equipment to be installed across all project sites.

| Quantity | Make and Model                             | Equipment                      |
|----------|--|--------------------------------|
| 97       | QCells 485W photovoltaic modules           | Solar modules                  |
| 1        | SolarEdge 208V 3-phase inverter            | Inverters                      |
| 97       | SolarEdge rapid shutdown compliant devices | Module level power electronics |
| 1        | Hybrid ballasted racking system            | Racking                        |

#### Permits Required

|  |  |   |
|--|--|---|
| <input checked="" type="checkbox"/> Electrical | <input checked="" type="checkbox"/> Building | <input type="checkbox"/> Land use   |
| <input type="checkbox"/> SEPA                  | <input type="checkbox"/> NEPA                | <input type="checkbox"/> Other (please specify): <a href="#">Click or tap here to enter text.</a> |

**Project Summary:** Installation of new solar panels on the roof of the Senior Activity Center, and associated electrical system connections.

This project will purchase and install a solar photovoltaic (PV) array at the project site(s) above. These systems will provide power to reduce energy costs to the community and decarbonize the electrical grid.

The system will be designed with PV modules warranted for a minimum of 25 years, and inverters warranted for a minimum of 10 years. The project owner will maintain the system and train personnel to operate and maintain the system during the equipment's lifetime. If described in the original funding application, facilities will remain grid-tied for the life of the equipment. Exceptions to these conditions may be granted by Commerce in writing on a case-by-case basis.

The scope of work includes:



- **Project Development, Design, and Contracting**
  - Project development and final design to ensure the project is ready for construction.
  - Project schedule: Up-to-date project schedule in Gantt chart format showing the interdependencies between design, procurement, delivery, installation, and commissioning activities. For projects under a \$1,000,000 award value, a simple bulleted project schedule is sufficient.
  - Contracting: Copies of subcontracts for each subcontractor
  - Final design including an electrical diagram, structural engineering, soil analysis as needed, and final solar resource analysis
  - The solar system must meet all applicable industry standards and codes including, but not limited to:
    - UL 1741
    - International Building Code
    - International Fire Code
    - National Electric Code
  - Community engagement, outreach, and education as described in the application
- **Procurement**
  - Procure all equipment to complete the project
  - Obtain a warranty certificate from the contractor
  - Equipment data sheets – compliance with the following is required unless Commerce grants an exception in writing:
    - Inverter-based systems must comply with IEEE 1547, UL 1741, and the interconnection agreement.
    - Non-inverter-based systems must comply with IEEE 1547 and the interconnection agreement
  - Apply for utility interconnection and secure agreement, including any fees
- **Equipment Delivery, Installation, Construction, and Commissioning**
  - Complete site preparation and restoration activities related to mounting type as required to complete the project, including staging of equipment, trenching, roof preparation, concrete pads, fencing, and gravel or other surfacing as needed for safety, code requirements, access, or to prevent vandalism of the equipment. Other landscaping work other than restoring the disturbed areas to pre-construction conditions is not included in this scope.
  - Provide and install electrical gear and feeders required to connect the solar system to existing electrical service, including transformer upgrades and other necessary electrical changes identified in the original funding application.
  - Supply and install a solar array including the equipment listed above
  - Any electrical and control system integration with other generators. Purchase and installation of generators other than the solar generator described above are not included in this scope
  - Procure and set up monitoring software
  - Pass inspections and pay associated fees
  - Any changes to the equipment listed above must be approved by Commerce in writing and pass inspections by all relevant regulators
  - Commission solar PV system and verify all system components are properly designed, installed, and optimized
  - Test the fully functional system and confirm whole system operation follows design intent as described in the application
  - Receive operations and maintenance (O&M) manual and complete training from subcontractor on equipment and controls

- **Analytics and Monitoring**

- Collect a minimum of 1 year of information on the performance of the system and its impact on clean energy production in the community
- Communicate the project narrative with a Fact Sheet based on the Commerce-provided template and at least one other mode of story-telling
- Tax credit records or confirmation a tax credit was not utilized

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## Attachment B: Budget

All funding is subject to continued legislative authorization and re-appropriation where applicable.

| Milestone   | Deliverable(s)   | Deliverable Description   | Expected Completion Date | Percent of Grant | \$ Amount of Grant |
|---|--|---|--------------------------|------------------|--------------------|
| <b>A: Project Development, Design and Contracting</b>                                     |  |   | January -- 2025          | 9.2%             | \$17,408           |
|   | Project Schedule   | Up-to-date project schedule in Gantt chart format showing the interdependencies between design, procurement, delivery, installation and commissioning activities. For projects under \$1,000,000 award value, a simple bulleted project schedule is sufficient. |                          |                  |                    |
|   | Contracting  | Subcontract for each subcontractor  |                          |                  |                    |
|   | Final Design   | Electrical diagram, structural engineering and/or soil analysis as needed, final solar resource analysis  |                          |                  |                    |
| <b>B: Procurement</b>   |  |   | February -- 2025         | 62.5%            | \$118,250          |
|   | Procure major equipment and services needed for installation | Paid equipment invoice(s)   |                          |                  |                    |
|   | Warranty Certificate   | Certification of equipment warranty   |                          |                  |                    |
|   | Equipment data sheets  | Equipment data sheets including documented compliance with IEEE 1547 and UL 1741  |                          |                  |                    |
|   | Apply for utility interconnection                            | Interconnection application to serving utility.   |                          |                  |                    |
| <b>C: Equipment Delivery, Installation, Construction, Integration &amp; Commissioning</b> |  |   | May -- 2025              | 27.3%            | \$51,650           |
|   | All major equipment and materials delivered to site          | Bill of Materials (BOM) showing delivery of all major equipment from scope of work to project site.   |                          |                  |                    |

|                                    |   |  |                |               |                  |
|------------------------------------|---|--|----------------|---------------|------------------|
|                                    | All equipment installed                           | Photos showing all major equipment from scope of work installed.   |                |               |                  |
|                                    | Inspections by AHJs passed                        | Letter, document or email from AHJ reporting passed inspections.   |                |               |                  |
|                                    | Permission to operate and go live                 | Document, letter, or email from utility confirming system is ready to operate. Energize system.  |                |               |                  |
|                                    | Full functional system testing                    | System Acceptance Test (SAT). Tests must confirm that whole system operation follows design intent and meets intended requirements.      |                |               |                  |
|                                    | Owner training - Operations and Maintenance (O&M) | Document, letter, or email confirming subcontractor provided operation and maintenance training to system owner.                         |                |               |                  |
| <b>D: Analytics and Monitoring</b> |   |  | June -- 2026   | 1.0%          | \$1,892          |
|                                    | System performance data                           | Collect a minimum of 1 year of information on the performance of the system and it's impact on clean energy production in the community  |                |               |                  |
|                                    | Story telling                                     | Communicate the project narrative with a Fact Sheet based on the Commerce-provided template and at least one other mode of story-telling |                |               |                  |
|                                    | Tax Credit Records                                | Tax credit records or confirmation a tax credit was not utilized   |                |               |                  |
|                                    |   |  | <b>TOTALS:</b> | <b>100.0%</b> | <b>\$189,200</b> |

|                           |                     |
|---------------------------|---------------------|
| <b>TOTAL AWARD VALUE:</b> | <b>\$189,200.00</b> |
|---------------------------|---------------------|

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## **Attachment C: Reporting**

The Contractor must provide quarterly written reports and/or host a regular quarterly video and/or phone call with COMMERCE for project update purposes. Phone contact should cover current status of the project and any barriers that are potentially affecting the project schedule.

The Contractor shall provide a quarterly report to COMMERCE, no later than 15 days after the end of each quarter. The report form will be provided by Commerce. The report should describe the project activity that occurred during the quarter, including but not limited to:

1. A narrative summarizing project activities, risks and issues mitigated, and lessons learned;
2. The project milestones met to date and anticipated in the subsequent quarter (such as through a project Gantt Chart schedule provided quarterly in Microsoft Project format showing actual progress to date along with the baseline schedule developed at project kickoff etc.); and,
3. Any additional metrics required from the capital budget proviso, legislature, governor's office, or COMMERCE.
4. Quarterly updated invoice projection sheet for grant expenditures. Commerce will provide the invoice projection sheet;

A final report and fact sheet will be submitted to Commerce. Commerce will provide the fact sheet template and may request the fact sheet be updated as conditions warrant.

### **Quarterly Reports Submission Deadlines**

|           |            |
|-----------|------------|
| Quarter 1 | April 15   |
| Quarter 2 | July 15    |
| Quarter 3 | October 15 |
| Quarter 4 | January 15 |

## **Attachment D: Proviso**

2023-2025 CAPITAL BUDGET

ENGROSSED SUBSTITUTE SENATE BILL 5949 Chapter 375, Laws of 2024

Sec. 1002. 2023 c 474 s 1007

2023-25 Energy Retrofits and Solar Power for Public Buildings (40000283)

The appropriation in this section is subject to the following conditions and limitations:

(2) \$22,500,000 of the appropriation in this section is provided solely for grants to be awarded in competitive rounds to local governments, public higher education institutions, school districts, tribal governments, and state agencies for projects that involve the purchase and installation of solar energy systems, including solar modules and inverters, with a preference for products manufactured in Washington.

- (a) At least 20 percent of each competitive grant round is designated for award to eligible projects in small cities or towns with a population of 5,000 or fewer residents.
- (b) In each competitive round, a higher energy savings to investment ratio must result in a higher project ranking. Priority consideration must be given to applicants that have not received grant awards for this purpose in prior biennia.
- (c) The department must determine a minimum match ratio to maximize the leverage of nonstate funds.

# AGENDA ITEM

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

**SUBJECT:** Sound Transit Contract Amendment

**FOR AGENDA OF:** December 12, 2024

**ATTACHMENTS:**

1. Proposed Amendment #14 to Professional Services Agreement with Fredricks Management Consulting
2. Services Agreement with Fredricks Management Consulting
3. Alternative Amendment #14 to Professional Services Agreement with Fredricks Management Consulting

**DEPT. OF ORIGIN:** Public Works

**DATE SUBMITTED:** December 3, 2024

**CLEARANCES:**

- City Clerk N/A
- Community Development [Signature]
- Courts N/A
- Director of Marina Redevelopment N/A
- Emergency Management N/A
- Finance [Signature]
- Human Resources N/A
- Legal /s/ TG
- Marina N/A
- Police N/A
- Parks, Recreation & Senior Services N/A
- Public Works [Signature]

**APPROVED BY CITY MANAGER**

**FOR SUBMITTAL:** [Signature]

**Purpose and Recommendation**

The purpose of this agenda item is for the City Council to approve a contract amendment with Fredricks Management Consulting (Attachment 1) for additional 2024, 2025 and 2026 consulting services related to the Sound Transit’s (ST) Federal Way Link Extension (FWLE). Funds for the proposed amendment/addendum are available in the 2024 adopted budget and proposed 2025-2026 budget, provided by the Services Agreement between the City and Sound Transit for City FWLE project services through 2026. The following motion will appear on the Consent Agenda:

**Suggested Motion**

**Motion:** “I move to approve Amendment #14 to the Contract with Fredricks Management Consulting, continuing professional consulting services through March 31, 2026, with an increase of \$10,000 for 2024 (bringing the total not-to-exceed amount for 2024 services to \$60,000.00) and up to \$40,000 in 2025 and \$10,000 in 2026 services, and authorize the City Manager to sign the contract amendment substantially in the form submitted.”

### **Background**

Mr. Fredricks has been providing management consulting services under contract since January 2013 following his retirement from the City in November 2012 (Attachment 2). As a State Personnel System (PERS) 2 retiree, he may work up to 867 hours a year for employers covered by PERS such as the City. All 2024 time was spent on FWLE and will continue to be fully reimbursed by Sound Transit through 2026 under the terms of the City's agreement (Amended Task Order #3).

The City's Services Agreement with Sound Transit was approved by the Council and provided for a series of task orders to be executed for reimbursable City support on the FWLE project. Amendment 3 to Task Order #3 provides \$3.885 million to cover City costs through April 15, 2026.

### **Discussion**

During 2024, Fredricks Management Consulting has been working under a \$50,000 (277 hours) City Council-approved contract on FWLE planning, design review and permitting, managing agreements with Sound Transit, and working with Highline College on the College Way Connection Project (CWCP) in the College East Parking Lot. Fredricks Management Consulting hourly rate was increased to \$180 for 2023 and will remain unchanged through 2024. On January 1, 2025 the hourly rate will increase to \$200 for the remainder of the project.

The FWLE-related work in 2024 has shifted to project and permit closeout but is still more than anticipated when the contract was approved last November. It has included reviewing detailed as-built plans; closing out 40 City-issued building and engineering permits; completing Sound Transit's rights-of-way vacations and dedications including compensation to the City; finalizing the City's Interlocal Agreement with Highline College including the College's funding commitments to the City; supporting City FWLE-designated task force staff through project closeout; finalizing the City Council-approved FWLE Transit Way Agreement and ensuing all ST commitments made in City Council-approved agreements are completed successfully. In 2025, Fredricks Management Consulting will be helping to complete FWLE project closeout readying FWLE for full revenue service in early 2026 and ensuring that all project mitigation is completed and working effectively.

### **Consultant Selection Process**

Professions outside the fields described in RCW 39.80 may provide consulting services such as long-range planning and studies, project management, economic analyses, and real estate negotiations. These consulting services are provided through personal service agreements in accordance with RCW 39.29. For professional service contracts, like the one for Fredricks Management Consulting, the City can select or appoint based on the specific experience of the individual and the proposed work. There are no other specific selection requirements for professional service contracts.

### **Alternatives**

Council may choose not to approve the 2024 contract amendment as proposed, in which case Fredricks Management Consulting will not continue to work beyond 2024. Other staff would be required to fill his assignments until the FWLE is completed in early 2026.

Fredricks Management Consulting reached their \$50,000 2024 contract authority in September but has continued to work on the FWLE anticipating Council would consider this amendment in October. Sound Transit, however, delayed processing City Services Agreement Amendment 3 and it was finally signed in November. To keep Fredricks Management Consulting financially whole, Alternative Contract



Amendment 14 (Attachment 3) is recommended if the City decides to let Fredricks Management Consulting contract end on December 31, 2024.

**Financial Impact**

The 2024 budget has enough capacity to accommodate up to \$10,000 of additional 2024 spending because Sound Transit fully reimburses his time as provided for in Amended Task Order #3. The proposed 2025-2026 Budget will accommodate up to \$40,000 in 2025 and \$10,000 in 2026 services provided by this contract as proposed, as these costs will continue to be reimbursed by ST in accordance with Amended Task Order #3 authorized by the City Council-approved Services Agreement with ST.

**Recommendation**

Staff recommends that the Council approve the proposed contract Amendment.

**Council Committee Review**

Not applicable.

**CONTRACT AMENDMENT 14**  
**CONTRACT FOR SERVICES BETWEEN**  
**THE CITY OF DES MOINES AND GRANT FREDRICKS**

**THIS AMENDMENT** is entered into on this \_\_\_\_ of \_\_\_\_\_, 2024, pursuant to that certain Contract entered into on the 2nd day of January, 2014 and subsequent amendments between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **GRANT FREDRICKS** (hereinafter "VENDOR").

The parties herein agree that the Contract dated January 2, 2014, shall remain in full force and effect, except for the amendments set forth as follows:

I) **SECTION II** of Contract is hereby amended to read as follows:

II. **TIME OF COMPLETION.** Upon the effective date of this Amendment, Vendor shall complete the work and provide all goods, materials, and services by March 31, 2026.

II) **SECTION III** of Contract is hereby amended to read as follows:

III. **COMPENSATION.** The City shall pay the Vendor an amount not to exceed \$60,000 for services performed in 2024, not to exceed \$40,000 for services performed in 2025 and not to exceed \$10,000 in 2026 at a rate of \$180.00 per hour in 2024 and \$200.00 per hour in 2025 and 2026 for the goods materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5<sup>th</sup> of the following month. The invoice will include an itemized work summary.

Except as modified hereby, all other terms and conditions of contract dated January 2, 2014, remain in full force and effect.

**IN WITNESS WHEREOF** the parties hereto have executed Amendment 14 as of the date first above written.



**SERVICES AGREEMENT**  
between the City of Des Moines and Grant Fredricks

THIS AGREEMENT is made by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Grant Fredricks dba Fredricks Management Consulting (hereinafter the "Vendor") as a personal services contract not to exceed \$50,000 in value and expiring December 31, 2014.

AGREEMENT

**I. DESCRIPTION OF WORK.**

Vendor shall provide the following goods and materials and/or perform the following services for the City. Working with other City staff, assist in:

1. Planning for the extension of light rail through Des Moines.
2. Developing the Des Moines Creek Business Park.
3. Updating the Zoning Code along the Pacific Highway South corridor and in other commercial zones in the City.
4. Helping promote economic development.
5. Commercially developing the Marina.
6. Advising the City Council on policy and other matters.
7. Working on other City Manager assignments as directed.

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

**II. TIME OF COMPLETION.** Upon the effective date of this Agreement, Vendor shall complete the work and provide all goods, materials, and services by December, 31, 2014.

**III. COMPENSATION.** The City shall pay the Vendor an amount not to exceed \$50,000, at a rate of \$120.00 per hour, for the goods, materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5th of the following month. The invoice will include an itemized work summary.

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

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

**IV. INDEPENDENT CONTRACTOR.** The parties intend that an Independent Contractor-Employer Relationship will be created by this Agreement and that the Vendor has the ability to control and direct the performance and details of its work, the City being interested only in the results obtained under this Agreement.

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

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

equitable adjustment, the Vendor must complete the amended work; however, the Vendor may elect to protest the adjustment as provided in subsections A through E of Section VII, Claims, below.

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

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

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

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

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Vendor's claim;
  2. The nature and circumstances that caused the claim;
  3. The provisions in this Agreement that support the claim;
  4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
  5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.
- B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall

have access to any of the Vendor's records needed for evaluating the protest.

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

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

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

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

X. DISCRIMINATION. In the hiring of employees for the performance of work under this Agreement or any sub-contract, the Vendor, its sub-contractors, or any person acting on behalf of the Vendor or sub-contractor shall not, by reason of race, religion, color, sex, age,

sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XI. **INDEMNIFICATION.** Vendor shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorney fees, arising out of or in connection with the Vendor's performance of this Agreement, except for that portion of the injuries and damages caused by the City's negligence.

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

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE VENDOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

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

### XIII. MISCELLANEOUS PROVISIONS.

A. Recyclable Materials. The city recommends that its contractors and consultants use recycled and recyclable products whenever practicable.

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

C. Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court,



King County, Washington, unless the parties agree in writing to an alternative dispute resolution process. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XI of this Agreement.

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

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

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

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

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

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

IN WITNESS, the parties below execute this Agreement, which shall become effective on the last date entered below.

|  |  |
|--|--|
| <p><b>VENDOR:</b></p> <p>By: <u>Grant L. Fredricks</u><br/> <i>(signature)</i></p> <p>Print Name: Grant L. Fredricks</p> <p>DATE: <u>1/2/14</u></p>  | <p><b>CITY OF DES MOINES:</b></p> <p>By: <u>Anthony A. Piasecki</u><br/> <i>(signature)</i></p> <p>Print Name: Anthony A. Piasecki<br/> Its: City Manager</p> <p>DATE: <u>12/24/13</u></p>   |
| <p><b>NOTICES TO BE SENT TO:</b></p> <p><b>VENDOR:</b></p> <p>Grant L. Fredricks<br/> 9020 Valley Green Dr. SE<br/> Olympia, WA 98513<br/> (360) 584-3164 (cell phone)<br/> grantita@ix.netcom.com</p> | <p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p>Tony Piasecki, City Manager<br/> City of Des Moines<br/> 21630 11<sup>th</sup> Ave. So., Suite A<br/> (206) 870-6541 (telephone)<br/> (206) 870-6540 (facsimile)</p> |

APPROVED AS TO FORM  
Anthony A. Piasecki  
City Attorney

**CONTRACT AMENDMENT 14**  
**CONTRACT FOR SERVICES BETWEEN**  
**THE CITY OF DES MOINES AND GRANT FREDRICKS**

**THIS AMENDMENT** is entered into on this \_\_\_\_ of \_\_\_\_\_, 2024, pursuant to that certain Contract entered into on the 2nd day of January, 2014 and subsequent amendments between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **GRANT FREDRICKS** (hereinafter "VENDOR").

The parties herein agree that the Contract dated January 2, 2014, shall remain in full force and effect, except for the amendments set forth as follows:

I) **SECTION II** of Contract is hereby amended to read as follows:

II. **TIME OF COMPLETION.** Upon the effective date of this Amendment, Vendor shall complete the work and provide all goods, materials, and services by December 31, 2024.

II) **SECTION III** of Contract is hereby amended to read as follows:

III. **COMPENSATION.** The City shall pay the Vendor an amount not to exceed \$60,000 for services performed in 2024 at a rate of \$180.00 per hour in 2024 for the goods materials, and services contemplated in this Agreement. Vendor shall invoice the City not later than the 5<sup>th</sup> of the following month. The invoice will include an itemized work summary.

Except as modified hereby, all other terms and conditions of contract dated January 2, 2014, remain in full force and effect.

**IN WITNESS WHEREOF** the parties hereto have executed Amendment 14 as of the date first above written.

|  |  |
|--|--|
| <p align="center"><b>GRANT L. FREDRICKS:</b></p> <p>By: _____<br/> <i>(signature)</i></p> <p>Print Name: <u>Grant L. Fredricks</u><br/> Vendor</p> <p>DATE: _____</p>  | <p align="center"><b>CITY OF DES MOINES:</b></p> <p>By: _____<br/> <i>(signature)</i></p> <p>Print Name: <u>Katherine Caffrey</u><br/> Its <u>City Manager</u></p> <p>DATE: _____</p> <p>Approved by the Des Moines City Council in<br/> an open public meeting on _____, 2024.</p> <p>Attest: _____ Approved as to<br/> form: _____</p> <p>_____<br/> City Clerk                      City Attorney<br/> DATE: _____              DATE: _____</p> |
| <p><b>NOTICES TO BE SENT TO:</b></p> <p><b>Grant L. Fredricks:</b><br/> <b>dba Fredricks Management</b><br/> <b>Consulting</b><br/> 9020 Valley Green Dr SE<br/> Olympia, WA 98513<br/> (360) 584-3164 (cell phone)<br/> granita.fredricks@gmail.com</p> | <p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b><br/> Tommy Owen, PE, PTOE<br/> City Engineer<br/> City of Des Moines<br/> 21650 11th Avenue South<br/> Des Moines, WA 98198-6317<br/> (p) 206-870-6870<br/> (c) 206-406-2334<br/> (f) 206-870-6596<br/> town@desmoineswa.gov</p>  |

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Water District 54 Franchise  
Amendment

FOR AGENDA OF: December 12, 2024

DEPT. OF ORIGIN: Legal

ATTACHMENTS:

- 1. Draft Ordinance 24-099

DATE SUBMITTED: December 4, 2024

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this agenda item is for the Council to consider Draft Ordinance No. 24-099 which would amend the franchise agreement with King County Water District 54 granted in Ordinance No. 1510 to include a 6% franchise payment in lieu of paying a water utility tax.

**Suggested Motion**

**Motion 1:** "I move to enact Draft Ordinance No. 24-099, amending the franchise agreement with King County Water District 54."

### **Background**

In response to the challenges facing the City in the 2025-2026 biennial budget, staff brought forward a proposal to impose a 6% gross receipts utility tax on water utilities who had not bargained for an exemption from such a tax in their franchise agreements. Prior to the full Council's consideration of the draft ordinance, Water District 54 contacted the City regarding an amendment to the District's franchise agreement to bring their agreement in line with other water utilities paying a franchise payment in consideration of being exempted from the imposition of a utility tax at an agreed rate for the remaining term of the franchise.

At the October 24, 2024 regular City Council meeting, staff introduced Draft Ordinance 24-083 which would have imposed a 6% gross receipts utility tax on water utilities. A representative from the district and staff informed the Council of the district's request to discuss an amendment to the franchise agreement. Staff recommended to continue the matter to the November 21, 2024 in order to have discussions with the district. The Council directed staff to return to the November 21 meeting with either the draft ordinance for consideration of possible final action or an amendment of the franchise agreement. Draft Ordinance 24-099 was introduced to the Council at the November 21 meeting, and the Council passed the Draft Ordinance to a second reading.

### **Discussion**

The proposed draft ordinance begins to address the lack of uniformity among water utility rate payers in the City while providing vitally needed revenue to support City services. The bargained-for franchise payments contain exclusions for certain gross income of the utilities, including late fees, shut-off and reconnect fees, delinquent service charge collection costs and expenses, impact fees, permit fees and costs or connection charges.

The proposed amendment to the franchise agreement imposes a 6% franchise payment on the revenue of the District subject to the same exclusions contained in the franchise agreements held by the other utilities. In exchange, the City agrees to exempt the District from any water utility tax the City may impose during the term of the franchise. The agreement also eliminates the annual \$5,000 administrative fee paid by the District. Except for these changes, the franchise agreement continues in full force.

### **Alternatives**

The Council may:

1. Enact the draft ordinance as presented
2. Enact the draft ordinance with changes
3. Decline to enact the draft ordinance

### **Financial Impact**

Staff estimates that the franchise payment would provide additional revenue of approximately \$70,000-\$75,000 in the first year.

### **Recommendation**

Staff recommends the Council enact Draft Ordinance 24-099.

### **Council Committee Review**

N/A

**CITY COUNCIL'S DRAFT 12/04/2024**

**DRAFT ORDINANCE NO. 24-099**

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON,** amending the nonexclusive franchise to King County Water District No. 54, a Washington special purpose municipal corporation, its successors and assigns in Ordinance No. 1510 to construct, maintain, operate, replace, and repair a water system, in, across, over, along, under, through, and below the public rights-of-way of the City.

**WHEREAS,** King County Water District No. 54 has a valid franchise agreement with the City that expires in 2031, and

**WHEREAS,** the existing franchise agreement does not include a franchise payment provision that mirrors the language in other franchise agreements with water or sewer utilities operating in the City, and

**WHEREAS,** in order to align the terms of this franchise agreement with that of other special purpose districts operating with the City, the parties have agreed to amend the existing franchise to include a franchise payment provision that mirrors other agreements, and

**WHEREAS,** the City Council has the authority to grant and amend franchises for the use of its right-of-way and other public properties (RCW 35A.47.040), and

**WHEREAS,** this Ordinance was introduced to the City Council at the November 21, 2024 regular City Council meeting and passed to December 12, 2024 for final action, and

**WHEREAS,** the City of Des Moines has determined that it is in the best interests of the public to amend the District's franchise on the terms and conditions set forth in this franchise agreement amendment; now, therefore,

**THE CITY COUNCIL OF THE CITY OF DES MOINES, ORDAINS AS FOLLOWS:**

**Sec. 1.** Section 1 of Ordinance No. 1510 (uncodified) shall be amended to read as follows:

**Definitions.** Where used in this franchise agreement ("Franchise"), the following definitions shall apply:

(1) "District" means the King County Water District No. 54, a special purpose municipal corporation, and its respective successors and assigns.

(2) "City" means the City of Des Moines, a Washington municipal corporation, and its successors and assigns.

(3) "Franchise Area" means all of the public roads, streets, avenues, alleys, highways, and other rights-of-way of the City as now laid out, platted, dedicated or improved within the District; and any and all public City roads, streets, avenues, alleys, highways, and other rights-of-way that may hereafter be laid out, platted, dedicated or improved within the area in which the City has jurisdiction; provided,

that the Franchise Area shall not include or convey any right to the District to install facilities on, or to otherwise use, City owned or leased properties; and provided that the terms of this franchise (i.e., permitting and enforcement) shall not apply to those public roads, streets, avenues, alleys, highways, and other rights-of-way that may hereafter be laid out, platted, dedicated or improved within the area until such time that the City has assumed jurisdiction thereof.

(4) "Facilities" means the District's water system, lines, mains, pump stations, appurtenances, and all other necessary or convenient appurtenances for the purpose of providing water service.

(5) "Director" means the City's Director of Planning, Building and Public Works.

(6) "Revenue" means income received by the District from the sale of metered water to direct retail customers whose properties receiving such service from the District's water system are located within the City. Revenue shall not include: late fees; shut-off and reconnect fees; delinquent service charge collection costs and expenses; surcharges; impact or mitigation fees; permit fees and costs; any type of connection charges, general facilities charges, or local facilities charges; local improvement district and utility local improvement district assessments and payments; grants; contributed assets (contributions in aid of construction); income to recover the cost of fire suppression facilities and to pay for the provision of fire suppression services; loans; income from legal settlements not related to water sales to District customers; income from telecommunication leases or licenses; income from real property or from real property sales; income from the sale of surplus equipment, tools or vehicles; interest income; penalties; hydraulic modeling fees; water system extension agreement fees and charges; income from street lights; labor, equipment and materials charges; or any other fees and charges.

**Sec. 2.** Section 24 of Ordinance No. 1510 (uncodified) shall be amended to read as follows:

**Franchise ~~Fee for administrative costs~~Payment.**

(1) In consideration of the rights granted the District under this Franchise, the District shall pay to the City a Franchise payment ("Franchise payment") in the amount of six percent (6.0%) of the District's Revenue during the Term of this Franchise, beginning January 1, 2025, subject to the provisions of section 24(2) herein.

(2) Franchise payments shall be paid to the City in bi-monthly installments due and payable within thirty (30) days following the end of the bi-monthly period.



(3) Should the District be prevented by judicial or legislative action from paying any or all of the Franchise payments, the District shall be excused from paying that portion of the Franchise payment. Should a court of competent jurisdiction declare the Franchise payment invalid, in whole or in part, then the District's obligation to pay the Franchise payments to the City under this section shall be terminated in accordance with and to the degree required to comply with such court action, provided, the Parties agree to meet to discuss alternatives and amendments to this Franchise to retain the essential purposes of this section. If the Parties are unable to agree on appropriate amendments to this Franchise, the City shall have the right to void section 24(4) of this Agreement and may impose an Excise Tax on the District's Revenue; provided, if any such Excise Tax exceeds six percent (6%), the District shall have the right to terminate this Franchise and shall have the right to bring an action to challenge the legal validity of any such Excise Tax.

(4) In consideration of the District's payment of a Franchise payment to the City as provided in section 24 herein, and the District's acceptance of the other terms and conditions of this Franchise, the City agrees not to exercise and to forbear any legal authority it may have to impose a utility, business and occupation tax, public utility tax, privilege tax, excise tax or any other tax (collectively "Excise Tax") upon the District based on the District's revenues, gross receipts, or gross income during the term of this Franchise.

(5) If a court of competent jurisdiction determines the City may not agree to forbear its statutory authority to impose an Excise Tax upon the District based on the District's revenues, gross receipts, or gross income during the term of this Franchise, or may not agree to limit any such Excise Tax on the District's revenues, gross receipts, or gross income, and thereafter the City imposes an Excise Tax on the District, the District shall have the cumulative rights and options, at its sole election, to (1) terminate this Franchise and the payment of Franchise payments to the City, or (2) elect not to terminate this Franchise and may elect to pay any such Excise Tax, provided the District's Franchise payments herein to the City shall be credited against any such Excise Tax the City may impose.

(6) The District shall have the right to recover the Franchise payments from the District's ratepayers residing within the City and may identify the Franchise payments as a separate billing item on utility customer billings.

(7) The District agrees while this Franchise is in effect that it will not pursue or support any legal challenge to the Franchise payment set forth herein.

(8) If the District fails to pay any fee required under this Franchise within ninety (90) days after the due date

thereof, there shall be added to such fee a penalty of 1.5 percent (1.5%) of the amount of such fee.

~~The District is to pay an annual fee of \$5000.00. This fee will provide reimbursement to the City for the costs and expenses associated with administrating the franchise by the City. Said annual Franchise Fee shall be paid by February 1<sup>st</sup> of each year following the acceptance date of this Franchise.~~

**Sec. 3. Acceptance by Franchisee.** The District shall, within sixty (60) days after the effective date of this Franchise, file with the City Clerk the Statement of Acceptance, attached hereto as Exhibit "A," and incorporated by reference.

**Sec. 4.** Except as modified by this Ordinance, all terms and conditions of Ordinance No. 1510 shall remain in full force and effect.

**Sec. 5. Effective date.** This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

**PASSED BY** the City Council of the City of Des Moines this \_\_\_\_ day of \_\_\_\_\_, 2024 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

APPROVED AS TO FORM:

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

ATTEST:

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

Exhibit "A"

**HONORABLE MAYOR AND CITY COUNCIL  
CITY OF DES MOINES, WASHINGTON**

In the Matter of the  
Application of King County  
Water District No. 54, a  
special purpose municipal  
corporation, for a Franchise  
to Construct, Operate, and  
Maintain Facilities In, Upon,  
Over, Under Along, Across and  
Through the Franchise Area of  
the City of Des Moines, WA

FRANCHISE ORDINANCE  
NO. \_\_\_\_\_

ACCEPTANCE

**WHEREAS**, the City Council of the City of Des Moines, Washington, has granted a franchise to King County Water District No. 54, a special purpose municipal corporation, its successors and assigns, by enacting Ordinance No. 1510, bearing the date of April 28, 2011 and

**WHEREAS**, the City Council of the City of Des Moines, Washington, has amended the grant of franchise to King County Water District No. 54, a special purpose municipal corporation, its successors and assigns, by enacting Ordinance No. \_\_\_\_\_, bearing the date of \_\_\_\_\_, 2024 and

**WHEREAS**, a copy of Ordinance No. \_\_\_\_ amending said franchise was received by the King County Water District No. 54 on \_\_\_\_\_, 2024, from said City of Des Moines, King County, Washington; now therefore,

**KING COUNTY WATER DISTRICT No. 54**, a Washington a special purpose municipal corporation, for itself, its successors and assigns, hereby accepts said Ordinance and all the terms and conditions thereof, and files this, its written acceptance, with the City of Des Moines, King County, Washington.

**IN TESTIMONY WHEREOF** said King County Water District No. 54 has caused this written Acceptance to be executed in its name by its undersigned \_\_\_\_\_ thereunto duly authorized on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

**KING COUNTY WATER DISTRICT No.  
54**

**COPY RECEIVED FOR CITY OF DES  
MOINES:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
Des Moines City Clerk

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Hemstad Consulting Contract  
Renewal (Amendment 3)

FOR AGENDA OF: December 12, 2024

DEPT. OF ORIGIN: City Manager’s Office

ATTACHMENTS:

1. Hemstad Amendment 2025
2. Hemstad Scope of Work & Contract Deliverables

DATE SUBMITTED: December 03, 2024

CLEARANCES:

- City Clerk \_\_\_\_\_
- Communications \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *ML* \_\_\_\_\_
- 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 seek City Council approval of an amendment to extend the existing contract with Hemstad Consulting for the purpose of legislative advocacy, intergovernmental relations and economic development on behalf of the City.

**Suggested Motion**

**Motion:** “I move to approve Amendment 3 to the contract between the City and Hemstad Consulting for the purpose of extending and updating the legislative advocacy contract through September 30, 2025, and authorize the City Manager to sign the Amendment substantially in the form as attached.”

**Background**

On an annual basis, the City Council establishes legislative priorities for support or opposition by the City for specific legislative and regulatory proposals forthcoming in the State or Federal legislatures. Over the last several years, in an effort to facilitate successful outcomes for these legislative priorities, the City has contracted with Hemstad Consulting to advocate and lobby on the City’s behalf. The City pays Consultant \$6,000 per month and the term is for nine months with an option to extend.

**Discussion**

Since contracting with Hemstad Consulting, the City has made progress on its priorities, including state appropriations, priority legislation, issues related to Sea-Tac airport, and pursuing federal funding opportunities.

**Alternatives**

Do not extend the contract or extend it on a more limited basis. This is not recommended given the success that the City has seen since Hemstad Consulting has been engaged to advocate on the City’s behalf.

**Financial Impact**

Funds for this amendment have been included in the City budget for 2025 as a one-time expense. Council can explore future contract extensions at the close of the Legislative Session.

**Recommendation**

Administration recommends approval of the motion.



**CONTRACT AMENDMENT #3**

**CONTRACT FOR CONSULTING SERVICES BETWEEN  
THE CITY OF DES MOINES AND HEMSTAD CONSULTING**

**THIS AMENDMENT** is entered into on this \_\_\_\_\_ day of December, 2024, pursuant to that certain Contract entered into on the 23rd day of December, 2019, and subsequent amendments between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and Hemstad Consulting, (hereinafter "Consultant"),

The parties herein agree that the Contract dated December 23, 2019 and subsequent amendments shall remain in full force and effect, except for the amendments/addendums set forth as follows:

I) **SECTION II** of the Contract is hereby amended to extend the time of completion through September 30, 2025. Exhibit A is also amended to reflect the extension of this Contract through September 30, 2025. By written notice prior to the expiration of this Contract, the City shall have the option to extend the Contract for up to an additional three months under the same Contract terms as currently exist.

Except as modified hereby, all terms and conditions of contract dated December 23, 2019, and subsequent amendments shall remain in full force and effect.

**IN WITNESS WHEREOF** the parties hereto have executed this Addendum as of the date first above written.

|   |  |
|---|--|
| <p style="text-align: center;">Hemstad Consulting:</p> <p>By: _____<br/> <i>(signature)</i></p> <p>Print Name: _____<br/>         Its _____<br/> <i>(Title)</i></p> <p>DATE: _____</p>  | <p style="text-align: center;">CITY OF DES MOINES:</p> <p>By: _____<br/> <i>(signature)</i></p> <p>Print Name: <u>Katherine Caffrey</u><br/>         Its <u>City Manager</u><br/> <i>(Title)</i></p> <p>DATE: _____</p> <p style="text-align: right;">Approved as to form:<br/>         _____<br/>         City Attorney</p> <p style="text-align: right;">DATE: _____</p> |
| <p><b>NOTICES TO BE SENT TO:</b></p> <p><b>HEMSTAD CONSULTING:</b></p> <p>Anthony R. Hemstad<br/>         Hemstad Consulting<br/>         130 Sherman St. NW<br/>         Olympia, WA 98502<br/>         anthony@hemstad.us</p> | <p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p>Katherine Caffrey<br/>         City of Des Moines<br/>         21630 11<sup>th</sup> Avenue S., Suite A<br/>         Des Moines, WA 98198<br/>         KCaffrey@desmoineswa.gov</p>  |

## EXHIBIT A - SCOPE OF WORK

### Hemstad Consulting Legislative Advocacy

#### Background

The City Council's approved legislative priorities strategy establishes priorities for support or opposition by the City for specific legislative and regulatory proposals forthcoming in the State of Washington Legislature in the 2025 session. In order to facilitate successful outcomes for these legislative priorities, the City is engaging with the Consultant to perform the following tasks to accomplish legislative advocacy in support of successful outcomes for the legislative priorities.

#### Actions

The legislative advocate will support successful outcomes for the City's Legislative Priorities, as adopted by City Council. These may include but are not limited to the following areas:

##### 1. State Appropriations & Securing Resources

Proactively seek specific earmarks for agreed Des Moines projects via the Legislative process. Also support general policy changes that allow city governments to secure more resources to meet local needs, such as public safety, housing and general fund enhancement.

##### 2. State Policy Issues

Consultant will work on State policy issues in the Legislature and try to pass, block or amend (as appropriate) bills in those policy areas as identified by the City as priority issues that would directly impact Des Moines. This can be done in alliance with AWC, WASPC and other groups as appropriate.

##### 3. Airport Issues

Des Moines and other cities surrounding Sea-Tac International Airport receive disproportionate impacts of aircraft operations because of their proximity to the airport. As Sea-Tac prepares for significant growth in the future and after experiencing significant growth in recent years, it is imperative that Sea-Tac's negative impacts be mitigated and that long-term options be secured so Sea-Tac is not the lone major airport serving the region.



Consultant will work with StART's Policy Committee on those aspects of the joint State and Federal policy items that are supported by the Des Moines Council. Consultant will also work on other airport-related projects as directed by Council or City Manager that could be different than those adopted by StART.

#### 4. Federal Community Project Funding Assistance

Consultant will liaise with Federal representatives and help with pursuing Federal Community Project Funding opportunities. Consultant will also advise on other Congressional issues as appropriate and as directed, given the constraints of not being based in D.C.

Other legislative priorities that may be identified.

The legislative advocate will:

- \* Support enacting of these legislative priorities through the entire state legislative process,
- \* Provide regular reports (can be verbal) to the City Manager (or designees) once the legislative session begins,
- \* Develop appropriate legislative strategies,
- \* Plan any testimony or support the City and its partners can provide to support passage of legislative initiatives, and
- \* Work with our legislative delegation to support the enactment of City's legislative priorities and see how the City can enhance those relationships

#### Meetings

I. The legislative advocate will present to the City Council during development of the City's Legislative priorities and will also give other updates that could include presentations during the Legislative session and a recap after session is over.

Other items as agreed by City Manager and Consultant.

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Interlocal Agreement For Coordinated SAMP Review

FOR AGENDA OF: December 12, 2024


DEPT. OF ORIGIN: Legal

ATTACHMENTS:

DATE SUBMITTED: December 6, 2024

1. 2024 ILA Between Burien, Des Moines, Normandy Park and SeaTac for Environmental Review of Sea-Tac Airport Sustainable Airport Master Plan
2. 2018 ILA Between Burien, Des Moines, Normandy Park and SeaTac for Environmental Review of Sea-Tac Airport Sustainable Airport Master Plan
3. First Amendment to 2018 ILA

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development 
- 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 for the Council to consider and approve an Interlocal Agreement (ILA) between the Cities of Burien, Des Moines, Normandy Park and SeaTac, to establish a process for coordinated review, analysis, and response to the environment process, impacts and concerns related the Port of Seattle’s Sea-Tac Airport Sustainable Airport Master Plan (SAMP).

**Suggested Motion**

**Motion 1:** “I move to approve the Interlocal Agreement between the Cities of Burien, Des Moines, Normandy Park and SeaTac for environmental review of the Sea-Tac Airport Sustainable Airport Master Plan, and to direct the City Manager to execute the ILA, substantially in the form as attached.”

### **Background**

Beginning in the prior decade, the Port of Seattle began drafting a “Sustainable Airport Master Plan” (“SAMP”) that will plan for future airport growth; growth that could have significant negative impacts on surrounding cities. The plan itself was completed in 2018. Pursuant to the National Environmental Policy Act (“NEPA”) and the Washington State Environmental Policy Act (“SEPA”), the Port was required to prepare for agency and public review and comment environmental documents, up to and including an Environmental Impact Statement.

In 2017, the cities of Burien, Des Moines, Normandy Park and SeaTac determined that it was in their best interest to coordinate their review, analysis, and responses concerning the environmental review process and the impacts that are addressed in environmental documents issued by the Port, resulting in the execution of an interlocal agreement between the cities in 2018.

The purpose of the ILA was stated as follows:

The purpose of this Agreement is for the Parties to establish a process for review, analysis, and responding to the environmental process, impacts and concerns related to the SAMP, including those issues raised during the Port’s SEPA and NEPA processes. By coordinating their efforts, the Parties will be in a better position to evaluate and respond to the Port’s environmental review process. The Parties may jointly hire and fund consultants to assist with review and preparation of formal comments regarding the environmental review process and the SAMP’s environmental impacts. This Agreement establishes a process for the selection and funding of these consultants.

The environmental review process of the SAMP has been significantly delayed, well past the time frame anticipated by the ILA parties. The draft environmental analysis has just recently been released, and the comment period ends December 13, 2024.

### **Discussion**

The ILA memorializing the intent of the party cities to coordinate their response to the SAMP has expired, but the underlying purpose of the agreement remains the same. Staff of the four cities met with the sense that the will of their respective city councils was to continue to pursue the cooperative goals of the original ILA. The consensus was to draft a new ILA to accomplish the goals of the original ILA, but to extend the date to allow for the goals to be realized. The attached draft ILA was drafted by the city attorney for Burien.

The new agreement essentially restates the original ILA, incorporating an amendment made in 2020 to assign contract management to the City of Des Moines. The term of the new agreement lasts until December 31, 2027 or the end of the SAMP environmental process, whichever comes first. The agreement can be extended by agreement of the parties.

### **Alternatives**

The Council may:

1. Approve the ILA
2. Approve the ILA with amendments and submit the amended ILA for approval with the other cities
3. Decline to pass the ILA

**Financial Impact**

The City has previously committed to contributing up to \$74,170.00 towards funding consultant services to fulfill the purpose of the agreement. Each city's contribution is based on relative population. The ILA would reaffirm this commitment.

**Recommendation**

Staff recommends approval of the ILA

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF BURIEN, DES MOINES, NORMANDY PARK  
AND SEATAC FOR ENVIRONMENTAL REVIEW OF THE SEA-TAC AIRPORT  
SUSTAINABLE AIRPORT MASTER PLAN**

Pursuant to RCW 39.34, the Interlocal Cooperation Act, this Agreement is entered into between the City of Burien, a municipal corporation, hereinafter referred to as "Burien," the City of Des Moines, a municipal corporation hereinafter referred to as "Des Moines," the City of Normandy Park, a municipal corporation hereinafter referred to as "Normandy Park," and the City of SeaTac, a municipal corporation hereinafter referred to as "SeaTac," and all four cities collectively referred to as the "Parties" or "Cities," for the purpose of review and commenting on the environmental review process, analysis and documents prepared for the Port of Seattle's the Sea-Tac Airport Sustainable Airport Master Plan.

**1. Background.** The Port of Seattle ("Port") operates the Sea-Tac International Airport ("Airport" or "Sea-Tac"). The Port is currently drafting a "Sustainable Airport Master Plan" ("SAMP") that will plan for airport growth over the next 20 years; growth that could have significant negative impacts on surrounding cities. Pursuant to the National Environmental Policy Act ("NEPA") and the Washington State Environmental Policy Act ("SEPA"), the Port may prepare, for agency and public review and comment, environmental documents, up to and including an Environmental Impact Statement. The Parties have determined that it is in their best interest to coordinate their review, analysis, and responses concerning the environmental review process and the impacts that are addressed in environmental documents issued by the Port.

**2. Purpose.** The purpose of this Agreement is for the Parties to establish a process for review, analysis, and responding to the environmental process, impacts and concerns related to the SAMP, including those issues raised during the Port's SEPA and NEPA processes. By coordinating their efforts, the Parties will be in a better position to evaluate and respond to the Port's environmental review process. The Parties may jointly hire and fund consultants to assist with review and preparation of formal comments regarding the environmental review process and the SAMP's environmental impacts. This Agreement establishes a process for the selection and funding of these consultants.

**3. Review and Commenting.** The environmental review process will include opportunities for the Parties to provide formal comments to the Port. This could include commenting on the Port's selected environmental review process and any documents which may be issued as part of that process. The Parties agree to coordinate their comments at each of these steps and to issue a single comment letter signed by each Party's designated representative.

**4. Consultant Selection.** It may be in the best interest of the Parties to jointly hire a consultant to assist with review and commenting on the SAMP's environmental review and impacts. If it is agreed to hire a consultant, the Parties will work cooperatively and collaboratively on every aspect of the consultant selection process and shall be in mutual agreement prior to moving to the next step. It is anticipated that only one consultant will be retained, with the understanding that the retained consultant may use sub-consultants to complete specific tasks. Generally, the steps will be as follows:

- a. Determine what consultant expertise is needed;
- b. Determine which Party will be the lead for contract administration;
- c. Determine project budget and contribution amount from each Party;
- d. Drafting a Request for Qualifications (RFQ);
- e. Publish/Circulate Notice Requesting Statement of Qualifications;
- f. Review of statements and selection for interviews;
- g. Conducting interviews, with interested Parties represented;
- h. Final consultant selection;
- i. Developing a final Scope of Work;
- j. Negotiation of consultant contract;
- k. Approval of Consultant Contract by the lead City in accordance with its contract approval procedures.

**5. Consultant Funding.** If consultants are hired as contemplated in Section 4 of this Agreement, the Parties will individually commit to a level of funding to be provided. These funds must be committed prior to requesting Statements of Qualifications as noted above. The management of these funds will be as described in Section 8. Such funding determinations shall be documented in writing.

**6. Joint Roles and Responsibilities.** Each Party shall be responsible for the following:

a. Each Party shall assign a representative(s) ("Party Representative(s)") to help prepare and/or participate in review of draft work products. The Party Representative administering any consultant contract will communicate any changes to schedules, budgets, and any other pertinent information in a timely manner so as to keep each jurisdiction apprised of the status of the consultant's work.

b. Time is of the essence for the review of environmental documents. The Parties shall work expeditiously and in good faith to achieve the smooth progress of review and commenting. This includes allocating adequate staff time and providing all necessary data and other information or materials needed for timely review and commenting.

c. The Party Representatives shall receive copies of consultant invoices. All concerns with consultant billing shall be communicated to the contract administrator in a timely manner.

d. Should any Party wish to file an appeal of any Port environmental decision, the Party Representatives shall discuss whether such an appeal should be pursued jointly. If an individual jurisdiction appeal is filed, the appeal shall be immediately transmitted to all Parties, so that they can decide whether to intervene in the appeal in order to provide assistance.

e. The Parties shall work together in good faith to assure comments are made within the deadlines prescribed by law.

7. **Contract Management.** Contracts for consultant(s) shall be administered by the City of [SeaTac, Des Moines](#). These responsibilities include monitoring of work of the consultant in terms of content and timeliness; coordinating with the City of Burien regarding the consultant invoices and payments; arrangement of meetings to address the comments of the Parties; etc.

8. **Fiscal Management.** Management of fiscal matters associated with this Agreement shall be administered by the City of Burien. These responsibilities include processing consultant invoices and payments on a monthly basis; invoicing other Parties to the agreement; periodic fiscal reports to the Parties; etc.

9. **Additional Consultant Services.** Each Party retains the right to hire their own consultants at their own expense to complete work necessary for the project, so long as the work does not conflict with the Project. In such cases, the results of any consultant work will be shared with the other Parties. Nothing herein shall be construed as an affirmative duty to share work product prepared by legal counsel for a Party with the other Parties.

10. **Administration of Agreement.** Supervision and administration of this Agreement shall be the responsibility of each Parties' City Manager or his/her respective designee.

11. **Duration.** [This Agreement shall be effective upon execution by each party and shall remain in full force and effect through the completion of the SAMP environmental review process, anticipated to be completed by December 31, 2027. This Agreement may be extended upon mutual agreement of all Parties.](#)

12. **Termination.** Any party may withdraw from this Agreement, effective upon thirty (30) days written notice to the other parties. However, the withdrawing Party shall still be responsible for the payment of any costs incurred prior to the effective date of withdrawal.

13. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by all parties.

14. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first

to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS.

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

16. **Hold Harmless.** Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.

17. **Non-Discrimination.** The Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, sexual orientation, religion, age, marital status or disability in employment or the provision of services.

18. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.

19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

Dated this \_\_\_\_ day of November 2024.

**CITY OF BURIEN**

**CITY OF DES MOINES**

\_\_\_\_\_  
Adolfo Bailon, City Manager

\_\_\_\_\_  
Katherine Caffrey, City Manager

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Garmon Newsom II, City Attorney

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



**CITY OF NORMANDY PARK**

**CITY OF SEATAC**

\_\_\_\_\_  
Amy Arrington, City Manager

\_\_\_\_\_  
Kyle Moore, Interim City Manager

APPROVED AS TO FORM

APPROVED AS TO FORM

\_\_\_\_\_  
Kari Sand, City Attorney

\_\_\_\_\_  
Mary Mirante Bartolo, City Attorney

**INTERLOCAL AGREEMENT BETWEEN THE CITIES  
OF BURIEN, DES MOINES, NORMANDY PARK AND  
SEATAC FOR ENVIRONMENTAL REVIEW OF THE  
SEA-TAC AIRPORT  
SUSTAINABLE AIRPORT MASTER PLAN**

Pursuant to RCW 39.34, the Interlocal Cooperation Act, this Agreement is entered into between the City of Burien, a municipal corporation, hereinafter referred to as “Burien,” the City of Des Moines, a municipal corporation hereinafter referred to as “Des Moines,” the City of Normandy Park, a municipal corporation hereinafter referred to as “Normandy Park,” and the City of SeaTac, a municipal corporation hereinafter referred to as “SeaTac,” and all four cities collectively referred to as the “Parties” or “Cities”, for the purpose of review and commenting on the environmental review process, analysis and documents prepared for the Port of Seattle’s the Sea-Tac Airport Sustainable Airport Master Plan.

1. **Background.** The Port of Seattle (“Port”) operates the Sea-Tac International Airport (“Airport” or “Sea-Tac”). The Port is currently drafting a “Sustainable Airport Master Plan” (“SAMP”) that will plan for airport growth over the next 20 years; growth that could have significant negative impacts on surrounding cities. Pursuant to the National Environmental Policy Act (“NEPA”) and the Washington State Environmental Policy Act (“SEPA”), the Port may prepare, for agency and public review and comment, environmental documents, up to and including an Environmental Impact Statement. The Parties have determined that it is in their best interest to coordinate their review, analysis, and responses concerning the environmental review process and the impacts that are addressed in environmental documents issued by the Port.
2. **Purpose.** The purpose of this Agreement is for the Parties to establish a process for review, analysis, and responding to the environmental process, impacts and concerns related to the SAMP, including those issues raised during the Port’s SEPA and NEPA processes. By coordinating their efforts, the Parties will be in a better position to evaluate and respond to the Port’s environmental review process. The Parties may jointly hire and fund consultants to assist with review and preparation of formal comments regarding the environmental review process and the SAMP’s environmental impacts. This Agreement establishes a process for the selection and funding of these consultants.
3. **Review and Commenting.** The environmental review process will include opportunities for the Parties to provide formal comments to the Port. This could include commenting on the Port’s selected environmental review process and any documents which may be issued as part of that process. The Parties agree to coordinate their comments at each of these steps

and to issue a single comment letter signed by each Party's designated representative.

4. **Consultant Selection.** It may be in the best interest of the Parties to jointly hire a consultant to assist with review and commenting on the SAMP's environmental review and impacts. If it is agreed to hire a consultant, the Parties will work cooperatively and collaboratively on every aspect of the consultant selection process and shall be in mutual agreement prior to moving to the next step. It is anticipated that only one consultant will be retained, with the understanding that the retained consultant may use sub-consultants to complete specific tasks. Generally, the steps will be as follows:
  - a. Determine what consultant expertise is needed;
  - b. Determine which Party will be the lead for contract administration;
  - c. Determine project budget and contribution amount from each Party;
  - d. Drafting a Request for Qualifications (RFQ);
  - e. Publish/Circulate Notice Requesting Statement of Qualifications;
  - f. Review of statements and selection for interviews;
  - g. Conducting interviews, with interested Parties represented;
  - h. Final consultant selection;
  - i. Developing a final Scope of Work;
  - j. Negotiation of consultant contract;
  - k. Approval of Consultant Contract by the lead City in accordance with its contract approval procedures.
5. **Consultant Funding.** If consultants are hired as contemplated in Section 4 of this Agreement, the Parties will individually commit to a level of funding to be provided. These funds must be committed prior to requesting Statements of Qualifications as noted above. The management of these funds will be as described in Section 8. Such funding determinations shall be documented in writing.
6. **Joint Roles and Responsibilities.** Each Party shall be responsible for the following:
  - a. Each Party shall assign a representative(s) ("Party Representative(s)") to help prepare and/or participate in review of draft work products. The Party

Representative administering any consultant contract will communicate any changes to schedules, budgets, and any other pertinent information in a timely manner so as to keep each jurisdiction apprised of the status of the consultant's work.

- b. Time is of the essence for the review of environmental documents. The Parties shall work expeditiously and in good faith to achieve the smooth progress of review and commenting. This includes allocating adequate staff time and providing all necessary data and other information or materials needed for timely review and commenting.
  - c. The Party Representatives shall receive copies of consultant invoices. All concerns with consultant billing shall be communicated to the contract administrator in a timely manner.
  - d. Should any Party wish to file an appeal of any Port environmental decision, the Party Representatives shall discuss whether such an appeal should be pursued jointly. If an individual jurisdiction appeal is filed, the appeal shall be immediately transmitted to all Parties, so that they can decide whether to intervene in the appeal in order to provide assistance.
  - e. The Parties shall work together in good faith to assure comments are made within the deadlines prescribed by law.
7. **Contract Management.** Contracts for consultant(s) shall be administered by the City of SeaTac. These responsibilities include monitoring of work of the consultant in terms of content and timeliness; coordinating with the City of Burien regarding the consultant invoices and payments; arrangement of meetings to address the comments of the Parties; etc.
8. **Fiscal Management.** Management of fiscal matters associated with this Agreement shall be administered by the City of Burien. These responsibilities include processing consultant invoices and payments on a monthly basis; invoicing other Parties to the agreement; periodic fiscal reports to the Parties; etc.
9. **Additional Consultant Services.** Each Party retains the right to hire their own consultants at their own expense to complete work necessary for the project, so long as the work does not conflict with the Project. In such cases, the results of any consultant work will be shared with the other Parties. Nothing herein shall be construed as an affirmative duty to share work product prepared by legal counsel for a Party with the other Parties.

10. **Administration of Agreement.** Supervision and administration of this Agreement shall be the responsibility of each Parties' City Manager or his/her respective designee.
11. **Duration.** This Agreement shall be effective upon execution by each party and shall remain in full force and effect through completion of the SAMP environmental review process or December 31, 2020, whichever comes first. This Agreement may be extended upon mutual agreement of all Parties.
12. **Termination.** Any party may withdraw from this Agreement, effective upon thirty (30) days written notice to the other parties. However, the withdrawing Party shall still be responsible for the payment of any costs incurred prior to the effective date of withdrawal.
13. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by all parties.
14. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS.
15. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of transmittal, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
16. **Hold Harmless.** Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.
17. **Non-Discrimination.** The Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, sexual orientation, religion, age,

marital status or disability in employment or the provision of services.

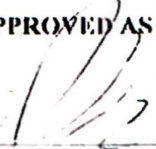
18. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

DATED this 6<sup>TH</sup> day of MARCH 2018.

**CITY OF BURIEN**

  
\_\_\_\_\_  
Brian J. Wilson, City Manager

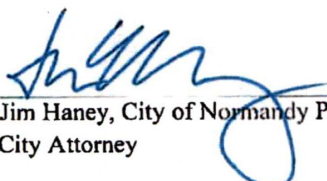
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Lisa Marshall  
City of Burien City Attorney

**CITY OF NORMANDY PARK**

  
\_\_\_\_\_  
Mark E. Hoppen, City Manager

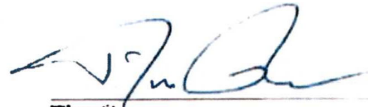
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Jim Haney, City of Normandy Park  
City Attorney

**CITY OF DES MOINES**

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Tim George  
City of Des Moines City Attorney

**CITY OF SEATAC**

  
\_\_\_\_\_  
Joseph Scorcio, City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mary Mirante Bartolo, City of SeaTac  
City Attorney

K# 3180066


Attachment #3

**FIRST AMENDMENT TO THE  
INTERLOCAL AGREEMENT BETWEEN THE CITIES OF  
BURIEN, DES MOINES, NORMANDY PARK AND  
SEATAC FOR ENVIRONMENTAL REVIEW OF THE  
SEA-TAC AIRPORT  
SUSTAINABLE AIRPORT MASTER PLAN**

WHEREAS the Interlocal Agreement (ILA) between the Cities of Burien, Des Moines, Normandy Park and SeaTac for Environmental Review of the Sea-Tac Airport Sustainable Airport Master Plan (SAMP) dated March 6, 2018 is hereby amended as follows:

1. Paragraph 7 of the ILA is amended to read as follows:
  7. **Contract Management.** Contracts for consultant(s) shall be administered by the City of Des Moines. These responsibilities include monitoring of work of the consultant in terms of content and timeliness; coordinating with the City of Burien regarding the consultant invoices and payments; and, arrangement of meetings to address the comments of the Parties; etc.
  
2. All other terms of the March 6, 2018 ILA shall remain unchanged.

**CITY OF BURIEN**

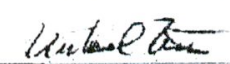


Name: Brian J. Wilson

Title: City Manager

Date: 5/07/2020

**CITY OF DES MOINES**

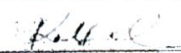


Name: Michael Matthias

Title: City Manager

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**



Name: Kari Sand

Title: City Attorney

**APPROVED AS TO FORM:**

/s/ Tim George

Name: Tim George

Title: City Attorney

**CITY OF NORMANDY PARK**

*Mark C. Hoppen*

Name: Mark Hoppen

Title: City Manager

Date: \_\_\_\_\_

**CITY OF SEATAC**

*Carl C. Cole*

Name: Carl C. Cole

Title: City Manager

Date: 4/10/2020

**APPROVED AS TO FORM:**

*James Haney*

On behalf of Name: James Haney

Title: City Attorney

**APPROVED AS TO FORM:**

*Mary Mirante Bartolo*

Name: Mary Mirante Bartolo

Title: City Attorney



# AGENDA ITEM

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: 6<sup>th</sup> Place/287<sup>th</sup> Street Pipe  
Replacement Project Consultant  
Contract and Grant Award

AGENDA OF: December 12, 2024

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: December 4, 2024

ATTACHMENTS:

1. Agreement for Award of Flood Reduction Grant Funds; 2024
2. Parametrix 2024-2025 On-Call General Civil Engineering Services, Task Assignment 2024-05
3. SWM CIP Project Worksheet

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Director of Marina Redevelopment \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *ML*
- 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 agenda item is to seek City Council acceptance of the King County Flood Control District's Flood Reduction Grant (Attachment 1) and approval of a Task Order Assignment 2024-05 with Parametrix (Attachment 2) that will provide design and permitting services associated with the 6<sup>th</sup>/287<sup>th</sup> Pipe Replacement Project. The following motions will appear on the Consent Agenda:

**Suggested Motions**

**Motion 1:** "I move to accept the King County Flood Control District Flood Reduction Grant Award for the 6<sup>th</sup> Place/287<sup>th</sup> Street Pipe Replacement Project and authorize the City Manager to sign the Grant Agreement substantially in the form as submitted."

**Motion 2:** "I move to approve the 2024-2025 On-Call General Civil Engineering Services Task Assignment 2024-05 with Parametrix to provide design and permitting services for the 6<sup>th</sup> Place/287<sup>th</sup> Street Pipe Replacement Project in the amount of \$314,149.42, and authorize the City Manager to sign said Task Assignment substantially in the form as submitted."

### **Background**

The 6<sup>th</sup> Place/287<sup>th</sup> Street Pipe Replacement Project is a high-priority project identified in the 2015 SWM Comprehensive Plan. The project is located in the vicinity of 4<sup>th</sup> and 6<sup>th</sup> Pl S near where they intersect with 287<sup>th</sup> St.

6<sup>th</sup> Pl S has existing drainage systems that are aging and do not adequately address the current runoff and groundwater conditions experienced in this area. Another existing system on 4<sup>th</sup> Pl S in the same vicinity experiences seasonal flooding in the fall and winter.

This project would install permanent collection and conveyance to capture runoff and groundwater in an upgraded system and protect against seasonal flooding in high flows.

### **Discussion**

The City applied for the Flood Reduction Grant opportunity in the Summer of 2024. The King County Flood Control District voted to award this project in the amount of \$249,309 to support the 100% Design phase. The City is required to certify funding by signing and returning the Agreement for Award of Flood Reduction Grant Funds (Attachment 1).

In order to fulfill the project design and permitting requirements, consultant support will be needed. City staff utilized the 2024-2025 On-Call General Engineering Services roster for consultant selection. Parametrix was selected based on their experience in environmental permitting and habitat projects, as well as past performance on the North Fork McSorley Creek Diversion Project and the Lower Massey Creek Habitat Restoration Monitoring Project.

Specific elements of work included within the Task Assignment include:

- 100% Preliminary Engineering (Survey, Geotechnical, Landscape Architecture, Civil)
- Cultural Resource Support
- Critical Area Support
- Easement Support
- Permitting Identification Matrix

### **Financial Impact**

The KCFCD Flood Reduction Grant funding will be applied to the 6<sup>th</sup> Place/287<sup>th</sup> Street Pipe Replacement Project. The City's CIP Budget Worksheet includes revenues to achieve funding for the Formal Task Assignment (Attachment 3).

### **Alternatives**

#### *Motion 1:*

The City Council could elect not to accept the KCFCD Flood Reduction Grant award. As a result, the project funding source would remain solely funding by the Surface Water Utility.

#### *Motion 2:*

The City Council could elect not to approve the Task Assignment with Parametrix Inc for Engineering Services. The City would need to review other on-call consultant qualification or issue a Request for Proposal (RFP). This process would add significant time to the consultant selection process and place the 2024 King County Flood Control District Grant at risk for full expenditure.

**Recommendation**

Staff recommends approval of the proposed motions.

**Council Committee Review**

The Environment Committee has been routinely updated on the status and programming of this project.

**AGREEMENT FOR AWARD OF  
FLOOD REDUCTION GRANT FUNDS  
BETWEEN THE CITY OF DES MOINES AND KING COUNTY**

This Agreement is made between King County, a municipal corporation, and the **City of Des Moines** (“Recipient”) (collectively referred to as the “parties” and in the singular “party”), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to **December 31, 2027**.

Project Contacts:

Contact for King County: Kim Harper, Grant Administrator, 206-477-6079,  
[Kim.harper@kingcounty.gov](mailto:Kim.harper@kingcounty.gov).

Contact for Recipient: Tyler Beekley, Surface Water and Environmental Engineering Manager,  
206-870-6869, [tbeekley@desmoineswa.gov](mailto:tbeekley@desmoineswa.gov).

**SECTION 1. RECITALS**

- 1.1 Whereas, the King County Flood Control District (“District”) is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities;
- 1.2 Whereas, King County is the service provider to the District under the terms of an interlocal agreement (“ILA”) by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District’s annual work program and budget;
- 1.3 Whereas, on November 12, 2013, the Board of Supervisors of the District (the “Board”) passed Resolution FCD 2013-14 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects;
- 1.4 Whereas, on November 7, 2023, the Board passed Resolution FCD 2023-10, which authorized an allocation of \$13,415,191 from the District’s 2024 budget to fund flood reduction projects;
- 1.5 Whereas, on October 8, 2024, the Board passed Resolution FCD 2024-11, which approved the flood reduction projects described in Attachment A to that Resolution;
- 1.6 Whereas, in accordance with the terms of these Resolutions, and in its capacity as service provider to the District, King County has established policies and procedures for administering the flood reduction grant program, a copy of which has been furnished to Recipient and which is incorporated herein by this reference (hereinafter “Grant Policies

and Procedures”);

- 1.7 Whereas, the Recipient submitted an application to receive funds for a project to be funded by the Flood Reduction Grant Program;
- 1.8 Whereas, the Board approved funding of Recipient’s application for the project (“Project”), as described in Attachment A to Resolution FCD 2024-11 in the amount of **\$249,309** (“Award”)
- 1.9 Whereas, Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Project as described in Attachment A to Resolution FCD 2024-11;
- 1.10 Whereas, King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B (“Scope of Work”), and the Budget, attached hereto and incorporated herein as Exhibit C (“Budget”), are consistent with the Grant Policies and Procedures, the Recipient’s application for the Project, and the Resolution approving funding for the Project; and
- 1.11 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution FCD 2024-11 and the Grant Policies and Procedures, and under which the Recipient will implement the Project.

## **SECTION 2. AGREEMENT**

- 2.1. The Recitals are an integral part of this Agreement and are incorporated herein by this reference.
- 2.2. King County agrees to pay the Award amount to the Recipient in the total amount of **\$249,309** from District funds. The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A to this Agreement. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.
- 2.3. The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.
- 2.4. Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by

Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) such activities and expenses otherwise comply with all other terms of this Agreement; 5) such activities and expenses do not occur prior to the date the grants were approved by the District; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.

- 2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form, or online equivalents to these forms upon the County's implementation of an online reporting database, for those documented and allowable expenses identified in the Budget and according to the rules set forth in the Grant Policies and Procedures. A request for payment shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form and backup documentation of claimed expenses shall be submitted with all payment requests. A one-time advance may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. The amount of the advance may not exceed 25% of the total award amount. Documentation of payments made from advances shall be submitted to King County prior to any further requests for payment.
- 2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient's completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Close-out Report form, or online equivalent to this form upon the County's implementation of an online reporting database. The final report shall include a summary of the Project's successes and shall address the flood reduction benefits accomplished by the work.
- 2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.
- 2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.

- 2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.
- 2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.
- 2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors, or subcontractors is performed in a manner which protects and safeguards the environment and natural resources, and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.
- 2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all suits, claims, alleged liability, actions, losses, costs, expenses (including reasonable attorney's fees), penalties, settlements and damages of whatsoever kind or nature, arising out of, in connection with, or incident to any acts or omissions of the Recipient, its employees, agents, contractors, or subcontractors in performing its obligations under the terms of this Agreement, except to the extent of the County's or the District's sole negligence.

The Recipient's obligations under this provision shall include, but not be limited to, the duty to promptly accept tender of defense and provide defense to the County and the District with legal counsel acceptable to the County and the District at Recipient's own expense. Recipient, by mutual negotiation, hereby waives, as respects the County and the District only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event it is necessary for the County or the District to incur attorney's fees, legal expenses, or other costs to enforce the provisions of this section, all such fees, expenses, and costs shall be recoverable from Recipient. The provisions of this section shall survive the expiration, abandonment, or termination of this Agreement.

- 2.13. The Recipient agrees to acknowledge the District as a source of funding for the Project on all literature, signage or press releases related to the Project. The Recipient may obtain from King County a District logo that may be used in the acknowledgement.

### **SECTION 3. GENERAL PROVISIONS**

- 3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Recipient shall not assign this Agreement to a third party.

- 3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.
- 3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.
- 3.4. Unless otherwise specified in the Agreement, all notices or documentation required or provided pursuant to this Agreement shall be in electronic form and shall be deemed duly given when received at the addresses set forth below via electronic mail and transmittal is demonstrated by an electronic delivery receipt or similar confirmation.

| <b>King County</b>   | <b>Recipient</b>   |
|--|--|
| Kim Harper   | Tyler Beekley  |
| Grant Administrator  | Surface Water and Environmental Engineering Manager                    |
| King County WLRD   | City of Des Moines   |
| <a href="mailto:kim.harper@kingcounty.gov">kim.harper@kingcounty.gov</a> | <a href="mailto:tbeekley@desmoineswa.gov">tbeekley@desmoineswa.gov</a> |

Either party hereto may, at any time, by giving ten (10) days written notice to the other party to designate any other address in substitution of the foregoing address to which such notice or communication shall be given.

- 3.5. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.
- 3.6. The Project shall be completed by no later than **December 31, 2027**. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.
- 3.7. The Agreement will be terminated if the Recipient is unable or unwilling to expend the Award as specified in Section 2.2 and Exhibits B and C. In the event of termination under this section, the County shall be released from any obligation to fund the Project and Recipient shall forfeit all rights to the unexpended portion of the Award.
- 3.8. If the County determines that a breach of contract has occurred or does not approve of the Recipient’s performance, it will give the Recipient written notification of unacceptable



performance. Recipient will then take corrective action within a reasonable period of time, as may be defined by King County in its sole discretion in its written notification to Recipient. King County may withhold any payment owed Recipient until the County is satisfied that corrective action has been taken or completed.

- 3.9. Waiver of breach of any provision in this Agreement shall not be deemed to be a waiver of any subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent defaults.
- 3.10. KCC chapters 12.16, 12.17 and 12.18 are incorporated herein by reference and the requirements in these code sections shall specifically apply to this Agreement. In its performance under this Agreement the Recipient shall not discriminate against any person on the basis of race, color, age, gender, marital status, sexual orientation, gender identity or expression, religion, ancestry, national origin, disability or use of a service or assistive animal by an individual with a disability, unless based upon a bona fide occupational qualification, and the Recipient shall not violate any of the terms of chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulation regarding nondiscrimination in employment.
- 3.11. None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.
- 3.12. This Agreement may be signed in multiple counterparts.
- 3.13. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.
- 3.14. This Agreement shall be governed by and construed according to the laws of the State of Washington. Actions pertaining to this Agreement will be brought in King County Superior Court, King County, Washington.
- 3.15. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the District or the King County Council, King County's obligations are contingent upon the appropriation of sufficient funds by the District or the King County Council to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

Project Name: 6th Place/ 287th Street Pipe Replacement

Award Number: 4.24.02

This document has been approved as to form by the King County Prosecuting Attorney's Office as of March 1, 2023.

**KING COUNTY:**

**RECIPIENT:**

**By** \_\_\_\_\_

**By** \_\_\_\_\_

**Name** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_

Project Name: 6th Place/ 287th Street Pipe Replacement

Award Number: 4.24.02

**EXHIBIT A: PROJECT DESCRIPTION**

| PROJECT NAME                             | RECIPIENT          | DESCRIPTION  | LEVERAGE | AWARD     |
|--|--------------------|--|----------|-----------|
| 6th Place/ 287th Street Pipe Replacement | City of Des Moines | Divert stormwater from an undersized open storm drainline and install a new storm drain system. This project will install approximately 1,670 feet of 12-inch storm pipe, 15 catch basins, and 4 storm drain manholes. The new storm systems will be installed along the northwest side of 4th Pl S, long southeast side of S 287th St, and northwest side of 6th Pl S. The project includes replacing 12" CMP with new 12" storm pipe and installing a diversion structure. | \$0      | \$249,309 |

**EXHIBIT B: SCOPE OF WORK**

| Activity Title                                   | Activity Description   | Deliverables   | Estimated Percent of Grant Budget | Month/Year Task will be Completed |
|--|--|--|-----------------------------------|-----------------------------------|
| <b>Task 1: Project Administration (Required)</b> | Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Closeout Report form with the final reimbursement request.                            | Deliverables will include these reports.   | 10%                               | June 2026                         |
| <b>Task 2:</b>                                   | City staff will retain the services of a consultant to develop site assessment, initial cultural resource and public outreach support, and project design costs to 100% design & permit identification submittals. | Deliverables will include any reports generated, preliminary permitting recommendations, initial cultural resource recommendations and tribal consultation, public outreach event data, and 100% design plans. | 90%                               | June 2026                         |

**EXHIBIT C: BUDGET**

| BUDGET ITEM                     | GRANT REQUEST    |
|---------------------------------|------------------|
| STAFFING                        | \$24,809         |
| COMMERCIAL SERVICES & CREW TIME | \$224,500        |
| <b>TOTAL</b>                    | <b>\$249,309</b> |

### Formal Task Assignment Document

Task Number TA 2024-05

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

Location of Project: Des Moines, WA \_\_\_\_\_

Project Title: 6<sup>th</sup> Place and 287<sup>th</sup> Street Pipe Replacement Project \_\_\_\_\_

Maximum Amount Payable Per Task Assignment: \$314,149.42 \_\_\_\_\_

Completion Date: December 31, 2025 \_\_\_\_\_

Description of Work:  
See attached Scope of Work and Budget Estimate.

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

Oral Authorization Date: \_\_\_\_\_ See Letter Dated: \_\_\_\_\_

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

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

City of Des Moines  
6th Place and 287th Street Pipe Replacement Project

## Introduction

The City of Des Moines (City) has requested that Parametrix provide civil engineering and environmental services to obtain permits and prepare construction bidding documents for Surface Water Capital Improvement Project (CIP) 37. CIP 37 will provide a flood reduction benefit that directly addresses existing flooding issues on 6th Place S near S 287th Street. To provide flood reduction, the project design will include adding new and/or replacing storm drain systems along 4th Place S, 6th Place S, and S 287th Street. The project will include hydrologic and hydraulic evaluation of the existing storm drain system to determine the final design and the locations of a flow diversion structure and a flow splitter structure that will be implemented to divert stormwater from an undersized open storm drain to a new storm drain system. The storm drain improvements will likely require a drainage easement to complete the work on the condominium property where the existing storm drain system connects from 6th Place S to 5th Place S. The project intends to use the existing stormwater outfalls to Puget Sound. The project is needed to reduce seasonal flooding of nearby homes in this area. The CIP 37 sheet is attached for reference.

These improvements will include designing new and replaced storm drain pipes and catch basins, trenching and restoration of disturbed portions of 4th Place S, 5th Place S, 6th Place S, and S 287th Street including replacement of pavement and curb, gutter, and sidewalk, where necessary.

The City was awarded Flood Reduction Grant Funds from King County Flood Control District to support the project, which will be used in part to fund the project. The grant agreement states that the project shall be completed no later than December 31, 2027.

## Task 01 – Project Management

### Objectives

The objective of this task is to provide overall project management of the consultant contract with City's project manager.

This task includes general management functions that include the following:

- Project Planning – Document and communicate the scope of work, budget, and schedule as a road map for the project team. Coordinate project team and issues throughout the project.
- Budget and Schedule Tracking – Track the project budget using Parametrix in-house tools to verify that progress is keeping pace with spending.
- Monthly weekly design team meetings with an issues list to document project design decisions.
- Monthly Progress Reports – Prepare a monthly invoice for services performed by Parametrix.
- Correspondence – Prepare written correspondence as needed to document project management issues and/or concerns.

**Deliverables**

Deliverables for this task include:

- Miscellaneous correspondence to document project management issues.
- Monthly progress reports enclosed with invoices.

**Assumptions**

Assumptions for this task include:

- Project duration is 12 months.
- Budget assumes 12 project management meetings.
- Budget assumes 1 kickoff meeting with the client and five consultant staff. The kickoff meeting will be 1 hour duration.

**Task 02 – Survey and Easements**

**Measurable Task Objective**

The goal of this Task 02 is to prepare a base map for use in design and permitting and to do a cursory regulatory review to confirm permitting needs requirements.

**Subtask 02-01 – Boundary and Topographic Survey**

**Objective/Goal**

Parametrix will determine the right of way of 6th Place South, 5th Place South, Sound View Drive South, South 287<sup>th</sup> Street and including parcel located at 28700 5<sup>th</sup> Place South, in Des Moines, WA as shown in Exhibit A. In addition, Parametrix will perform a topographic survey within the right of way of the area described above. Storm and sanitary structures to be located shall include one structure upstream and downstream of the property. Contours will be at 1-foot intervals and based on NAVD 88.

**Subtask 02-02 – Easement Legal Descriptions & Exhibits**

**Objective/Goal**

Parametrix will produce a legal description and graphical exhibit for up to three proposed permanent or temporary construction easements for a portion of King County Tax Parcel Numbers 7203600230, 7203600235, and 7205450000 in Des Moines, WA.

**Approach**

Parametrix will perform surveying work associated with topographic mapping of the area within those limits as shown in the attached CIP Project 30 sheet, more specifically being:

This task will include the following:

- Detailed planimetric survey will include, but not be limited to, location of roadway surfaces, curbs, landscape areas, structures, break lines, fences, and visible surface utility features. Storm and sanitary sewer structures in the vicinity of the project work will have accessible

invert elevation data measured. Conductible underground utilities marked by others will also be mapped. In addition, significant trees with a diameter of 6 inches and above will be gathered and incorporated into the base mapping.

- Collect sufficient monumentation to accurately depict the road rights-of-way. Parcel lines in the immediate area will be shown per available GIS data.
- A topographic survey will be performed to create a digital terrain model (DTM) with an accuracy required to produce a 1-foot contour interval map. The field data will be collected and processed in a Civil 3D CAD base map.

### **Deliverables**

At completion of our work on this project, ParametriX will provide:

- One paper copy of the Right of Way and Topographic Survey.
- An electronic drawing file of the Boundary and Topographic Survey in AutoCAD Civil 3D 2024 format in one drawing file.
- Legal Description and exhibit for up to three proposed permanent or temporary construction easements.

### **Assumptions**

This proposal is based on the following assumptions and/or receiving the following site-specific information.

- ParametriX will be provided by the client reasonable access to all areas requiring surveys.
- For safety reasons, ParametriX survey crews are not allowed to enter subsurface vaults. Our work will be conducted from the surface, using measure-down techniques. Crews will also not open any structure covers in excess of 80 pounds.
- All electronic mapping standards will be based on ParametriX drafting standards.
- ParametriX field crews may need to perform minor brushing with machetes to conduct this survey and has client's permission to do so.
- This scope includes the cost of private utility locates.
- The setting of any survey monuments at any of the exterior boundary points of the subject properties has not been included in this proposal. The boundary of the property will be merged into the topographic mapping, as appropriate, and shown for graphical purposes only. This service can be provided if required at a later date; however, any setting of property corners and filing of a record of survey (if required) will be considered additional services and billed separately as described below.
- Only the cost for right of way lines has been included in the scope. If requested by client, adjacent GIS property lines can be shown for graphical purposes only.
- Unless otherwise specified by the client, horizontal datum shall be North American Datum (NAD) 83/11, Washington Coordinate System, North Zone, and vertical datum shall be North American Vertical Datum of 1988 (NAVD 88).
- ParametriX has not accounted for the cost of an arborist.
- This scope does include the cost of up to three title reports to be used for determining the parcels for Task 02.

- Parametrix will be responsible for coordinating with the locate service provider.

## **Task 03 – Preliminary Design**

### **Measurable Task Objective**

The objective of this task is to perform a hydrologic and hydraulic (H&H) evaluation of the existing and proposed storm drain system with the intent of identifying the location of the flow diversion and flow splitter structures and the size of the proposed storm drain pipes. After the H&H evaluation is completed, a stormwater technical memorandum will be prepared as well as preliminary plans and an opinion of cost for review by the City and for use in obtaining permits.

### **Subtask 03-01 – Hydrologic and Hydraulic Analysis**

#### **Objective/Goal**

The objective of this task is to perform a hydrologic and hydraulic (H&H) evaluation of the existing and proposed storm drain system to inform the preliminary design.

#### **Approach**

Parametrix will delineate drainage catchment areas within the project vicinity, prepare hydrology and hydraulics analysis for the existing and proposed conveyance systems using the Rational Method or other approved methodology in the 2021 King County Surface Water Design Manual and computation software such as EPA SWMM or AutoCAD Storm and Sanitary Analysis, for the existing and proposed conditions.

Parametrix will perform one site visit with two engineers to observe existing conditions and confirm drainage patterns. The total duration will be 6 hours.

Parametrix will prepare a Stormwater Technical Memorandum documenting how the project will meet the minimum requirements of the City’s adopted Stormwater Manual. The Engineer will assess the stormwater mitigation requirements by tabulating new and replaced hard surface areas and will determine if any mitigation is required. The draft plan prepared by the City does not appear to require any changes to the overall footprint of the improvements and, therefore, the project should not include any new hard surface areas. Therefore, no additional stormwater mitigation should be necessary and is not included in this scope of services.

#### **Deliverables**

- Draft and Final Stormwater Technical Memorandum in electronic format (PDF).

#### **Assumptions**

- H&H modeling will consist of one existing conditions model and one proposed conditions model. The proposed conditions model will include up to 3 iterations as the design team evaluates the best location for a flow diversion structure and flow splitter structure.
- The proposed design will be limited to existing outfall locations and pipe capacities. No new outfalls to Puget Sound or outfall pipe improvements are included in this project.



- The conveyance analyses will not consider sea level rise at the outfall to Puget Sound.
- The Stormwater Technical Memorandum is estimated to be approximately 6 pages plus attachments and figures. Documents and figures will be prepared using ParametriX's internal company production standards.
- The project meets the definition of Underground Utility project and is therefore exempt from minimum requirements per the 2019 Stormwater Management Manual for Western Washington. The only requirement that is expected to apply is the need for the Construction Stormwater Pollution Prevention Plan. No new impervious surfaces are anticipated, and the project will be exempt from LID, flow control, and water quality treatment requirements.
- The City will provide one round of consolidated comments to ParametriX for review and response. Comments will be addressed and incorporated into the final technical memorandum.

## Subtask 03-02 – Preliminary Plans and Estimate

### Objective/Goal

The objective of this task is to develop preliminary plans and an opinion of cost for review by the City and for use in obtaining permits.

### Approach

ParametriX will prepare preliminary plans to approximately a 50% design level. The design will establish the “footprint” of the project ensuring the project can be constructed within the existing right-of-way and establishing the areas of required drainage easements; include sufficient detail to provide information for environmental documentation and permits; and provide a basis for an opinion of cost. The approach for completing this task includes the following:

- The preliminary plans will be prepared by the Engineer and may include the following plan sheets, although the plan sheets may be revised if warranted and agreed to by both parties:
  - Cover Sheet and Legend (assume 2 sheets).
  - Existing Conditions and Survey Control (assume 1 sheet).
  - Demolition and TESC Plans (assume 4 sheets).
  - Storm Drain Plan/Profile (assume 4 sheets).
  - Details (assume 1 sheet).Sheet Total = 12
- ParametriX will prepare an opinion of cost based on the preliminary plans.

### Deliverables

- Half-size (11"x17") preliminary plans in electronic format (PDF).
- Preliminary opinion of cost in Microsoft (MS) Excel format.

**Assumptions**

- Documents and figures will be prepared using ParametriX’s internal company production standards.
- The City will provide one round of consolidated comments to ParametriX for review and response to. Comments will be addressed and incorporated in Task 04.

**Task 04 – Final Design and Contract Documents**

**Measurable Task Objective**

To prepare 100% design-level plans, contract documents, and opinion of cost for review by the City, and subsequently prepare final plans, contract bid documents, and opinion of cost for bidding.

**Subtask 04-01 – 100% PS&E**

**Objective/Goal**

To prepare 100% design-level plans, specifications, and opinion of cost for review by the City.

**Approach**

The approach to completing this task includes the following:

- Following acceptance of the Preliminary Design and delivery of comments from the City to ParametriX, ParametriX will prepare 100% plans and contract documents in accordance with the City’s design guidelines.
- Anticipated plan sheets include:
  - Cover Sheet and Legend (assume 2 sheets).
  - Existing Conditions and Survey Control (assume 1 sheet).
  - Demolition and TESC Plans (assume 4 sheets).
  - Storm Drain Plan/Profile (assume 4 sheets).
  - Details (assume 2 sheets).
  - Temporary Traffic Control Plan (assume 1 sheet).Sheet Total = 14
- ParametriX will prepare the contract documents (plans and specifications) to approximately a 100% level of completion and prepare an opinion of cost based upon the work included in the plans. The City will review the 100% submittal and return written comments to ParametriX for incorporation into the final bidding documents.

**Deliverables**

- Draft 100% plans (half-size plans), specifications and opinion of cost in electronic (PDF/ MS Word /MS Excel) format for review by the City.

**Assumptions**

- The City will provide their legal documents and contract boilerplate to Parametrix in electronic format (MS Word format assumed). The City will provide special language provisions for Divisions 00 and 01. Parametrix will provide review of Division 1 and prepare Special Provisions for Divisions 2 through 9.
- The contract documents will be prepared using the 2025 WSDOT Standard Specifications.
- The City will provide one round of consolidated comments to Parametrix for review and responses. Comments will be addressed and incorporated into the Contract Documents as part of Subtask 04-02.

**Subtask 04-02 – Contract Documents**

**Objective/Goal**

To prepare final plans, contract bid documents, and opinion of cost for bidding to the City.

**Approach**

The approach to completing this task includes the following:

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

**Deliverables**

- Draft 100% comment responses.
- Final bidding documents will electronic (PDF) copy of contract documents including contract specifications and half size (11”x17”) plans.
- Parametrix will provide an electronic copy of the final opinion of cost (MS Excel format) for use in preparing bid tabulations.

**Assumptions**

- Anticipated plan sheets include the same as in Subtask 04-01. 100% PS&E.
- The Subtask 04-01 assumptions apply.

**Task 05 – Environmental Review and Permitting**

**Objective/Goal**

To assist the City in completing required environmental reviews and assist the City with preparing permit applications.

**Approach**

Project implementation will entail work within 200 feet of the ordinary high water mark of Puget Sound—i.e., within the area identified as the City’s shoreline jurisdiction. Because it includes the installation of new storm drain pipes and catch basins to supplement the existing system, the project

is not expected to meet the criteria for “normal maintenance or repair” of existing utilities. As such, it is not eligible for an exemption from shoreline substantial development permitting requirements.

Based on the example of a 2024 project that replaced an existing ditch and culvert system within the right-of-way along Des Moines Memorial Drive, it is expected that a State Environmental Policy Act (SEPA) threshold determination will also be required.

Chapter 12.05 of the Des Moines Municipal Code requires a right-of-way use permit for any private use of a public right-of-way. As a public, City-initiated project, it is expected that the 6th Place and 287th Street Pipe Replacement Project will not require a right-of-way use permit.

Based on the understanding that the project will entail more than 50 cubic yards of grading and filling, it is expected that a grading permit will be required.

As a Type II land use action (administrative decision made after legally required opportunity for public comment), the project will not require a formal pre-application meeting with the City. However, Parametrix will request an informal pre-application meeting to gain clarity about required approvals and environmental reviews.

Parametrix will:

- Attend one (1) informal pre-application meeting with City staff. Up to two (2) consultants will attend the meeting.
- Conduct site visit to screen the project area for possible critical areas such as wetlands and streams.
- Prepare a brief Critical Areas Technical Memorandum describing the findings of the field study.
- Prepare a SEPA Environmental Checklist for the project.
- Prepare an application package for a shoreline substantial development permit, if the need for a permit is confirmed during the pre-application meeting. Consistent with the requirements of Section 7.3.3 of the City’s shoreline master program document, the application package will include the following:
  - Joint Aquatic Resources Permit Application (JARPA) form
  - Identifying information about the project and project applicant
  - Site development plan
  - Completed SEPA checklist
- Prepare an application package for a grading permit, including the following:
  - Grading permit application form
  - Site plans, including grading/clearing plan and slope disturbance plan
  - Temporary erosion and sediment control plan
- Conduct a field survey to identify potential cultural impacts with pedestrian survey transects and subsurface probes in accessible places along the project corridor that have the highest potential to contain buried archaeological resources.
- Prepare a brief Cultural Resources Technical Report describing the findings of the cultural resource assessment.

- Assist the City with responding to comments and/or requests for additional information during the review of permit applications and other environmental documents.

### **Deliverables**

- Critical Areas Technical Memorandum
- SEPA Environmental Checklist
- Cultural Resources Technical Report
- Shoreline Substantial Development Permit Application
- Clearing and Grading Permit Application

### **Assumptions**

- The City will review the SEPA environmental checklist and issue a SEPA determination pursuant to City Code.
- The SEPA environmental checklist can be prepared using information developed as part of this scope of work or publicly available resource information. No additional technical studies will be required.
- None of the roadside ditches or other surface waters in the project area are or have a surface connection to any waters of the State or waters of the U.S.
- A separate set of drawings to meet the requirements of the U.S. Army Corps of Engineers will not be required.
- Construction of the proposed stormwater bypass, including inlet and outlet facilities, will not require any work within the ordinary high water mark of Puget Sound.
- The project will involve no ground-disturbing work in areas of special flood hazard and will not trigger any permitting requirements associated with work in flood hazard zones.
- No special environmental studies or hazard analyses will be required.
- A City of Des Moines Critical Area Land Use Permit will not be needed.
- A Right of Way Use Permit will not be required.
- No archaeological or historic built resources are present in areas potentially affected by project activities. If archaeological or historic built resources are found during the cultural resources survey, they will need to be formally evaluated, which would require an amended scope of work.
- The City will secure rights of access to private property.
- All deliverables will be electronic. The City is responsible for distribution and the publication of any required notices and/or design and installation of required signage.
- The City will pay all permit and review fees.
- City will obtain and maintain public liability insurance, if needed, per DMMC 12.05.070(6)
- Securing coverage under the Construction Stormwater General Permit will be the responsibility of the construction contractor.

## **Task 06 – Geotechnical Support**

### **Approach**

ParametriX’s geotechnical consultant will:

- Research available geotechnical reports, geologic maps and DNR subsurface boring database to get a preliminary understanding of the subsurface conditions.
- Complete one call utility locates for planned vector truck exploration borings (see attached figure).
- Complete up to 6 vector truck exploration borings to a depth of approximately 5 feet below ground surface to characterize subgrade soil subsurface conditions and obtain disturbed soil samples.
  - Traffic control plans for single lane closures following the MUTCD would be prepared and submitted for expedited approval by the City of Des Moines. Subcontracted traffic control services would be provided by the geotechnical consultant; however, the City of Des Moines could provide this service for a cost savings to the project.
  - Vector exploration borings would be backfilled with native material or bentonite chips, tamped and finished with an asphalt cold patch.
  - Disturbed soil samples will be collected for laboratory testing including grain size analysis.
- Prepare a brief Critical Areas/Geotechnical Technical Memorandum describing the findings of the field study to include.
  - Summary of geologic hazard Critical Areas and review of potential impacts
  - Summary of available explorations from DNR subsurface database
  - Subsurface and groundwater conditions
  - Mitigation considerations to address geologic hazards
  - Provide design recommendations relative to geologic hazard and from the explorations program.

### **Deliverables**

- Critical Areas and Geotechnical Technical Memorandum.

**Assumptions**

- The City will waive or provide expedited right of way permitting and traffic control plan approval for the vactor truck exploration borings.
- Some exploration sites may not require traffic control that closes a lane of traffic if approved by the City.

**Task 07 – Additional Services**

**Measurable Task Objective**

This task is a management reserve task should additional services be determined necessary for design or permitting support services such as geotechnical engineering, critical areas permitting, hydraulic project approval (HPA), etc.

Task 7 is set up with initial reserve of \$20,000, and Parametrix must have the scope of services agreed upon as a Subtask by the City project manager before proceeding with Work in this task.

# Exhibit A

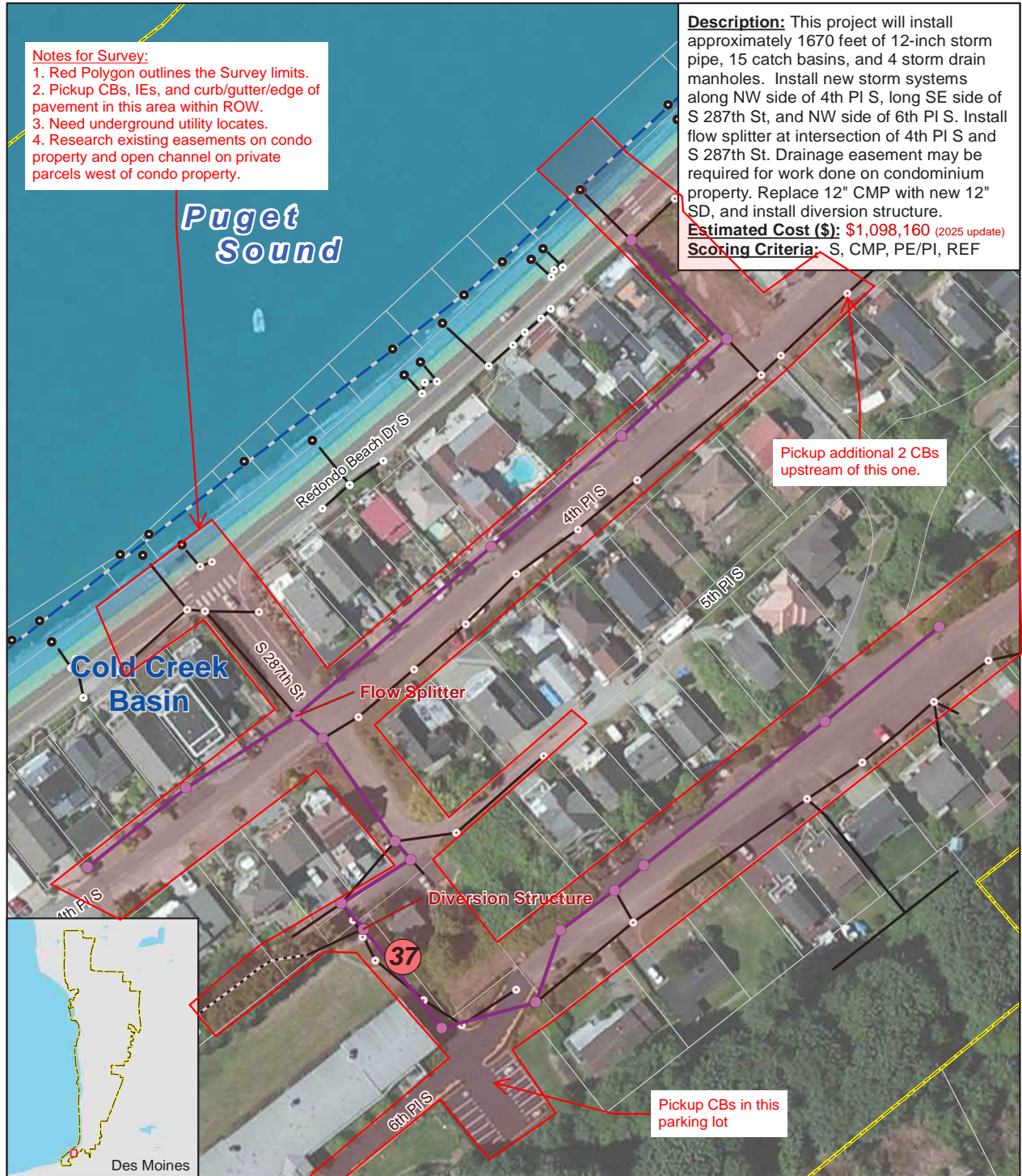
**Notes for Survey:**

1. Red Polygon outlines the Survey limits.
2. Pickup CBs, IEs, and curb/gutter/edge of pavement in this area within ROW.
3. Need underground utility locates.
4. Research existing easements on condo property and open channel on private parcels west of condo property.

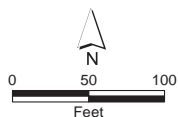
**Description:** This project will install approximately 1670 feet of 12-inch storm pipe, 15 catch basins, and 4 storm drain manholes. Install new storm systems along NW side of 4th Pl S, long SE side of S 287th St, and NW side of 6th Pl S. Install flow splitter at intersection of 4th Pl S and S 287th St. Drainage easement may be required for work done on condominium property. Replace 12" CMP with new 12" SD, and install diversion structure.

**Estimated Cost (\$):** \$1,098,160 (2025 update)

**Scoring Criteria:** S, CMP, PE/PI, REF



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- |                     |                            |                  |
|---------------------|----------------------------|------------------|
| ● Discharge Point   | ● Capital Project and Rank | — Streams        |
| ● Control Structure | ● High                     | — 100 Year Flood |
| ○ Catchment         | ● Medium                   | — Drainage Basin |
| ■ WQ Facility       | ● Low                      | — City Limits    |
| --- Open Channel    | — Proposed Drain Pipe      |                  |
| — Storm Main        | ● Proposed Catch Basin     |                  |

**Capital Project 37.**  
**6th Place/287th Street Pipe Replacement Project**

**City of Des Moines**  
**Surface Water Comprehensive Plan**



Client: City of Des Moines  
 Project: 6th Place and 287th Street Pipe Replacement  
 Project No: 213-1792-825

|                      |         | Craig Buhrago  | Theo Prince         | Justin Emery      | Ken Van Cleave     | Whitney Printz      | Steven Sharpe     | Jeff Bearson      | Colston Bravo   | Nikki Redden       | Mike Hall               | Meg Meyer         | Butch Purganan      | Alex Van Kirk     | Tait Elder                        | Alix Strobeck       | Jean Johnson               | Amanda Lucas            | Karissa Tuttle     |                 |                   |                   |
|----------------------|---------|--|---------------------|-------------------|--------------------|---------------------|-------------------|-------------------|-----------------|--------------------|-------------------------|-------------------|---------------------|-------------------|-----------------------------------|---------------------|----------------------------|-------------------------|--------------------|-----------------|-------------------|-------------------|
|                      |         | Sr. Consultant   | Sr. Engineer        | Survey Supervisor | Sr. Surveyor       | Project Coordinator | Technical Lead    | Surveyor III      | Surveyor I      | Engineer III       | Sr. Scientist/Biologist | Scientist I       | Designer IV         | Engineer III      | Sr. Consultant/Cultural Resources | Project Coordinator | Sr. Contract Administrator | Publications Supervisor | Project Accountant |                 |                   |                   |
| Billing Rates:       |         | \$257.82   | \$239.36            | \$219.96          | \$162.76           | \$112.45            | \$152.13          | \$162.50          | \$87.75         | \$156.81           | \$234.52                | \$98.44           | \$208.88            | \$134.78          | \$270.82                          | \$102.38            | \$202.77                   | \$151.81                | \$101.40           |                 |                   |                   |
| Task                 | Subtask | Description  | Labor Dollars       | Labor Hours       |                    |                     |                   |                   |                 |                    |                         |                   |                     |                   |                                   |                     |                            |                         |                    |                 |                   |                   |
| 01                   |         | <b>Project Management</b>                                    | <b>\$16,472.01</b>  | <b>92</b>         | <b>38</b>          | <b>0</b>            | <b>1</b>          | <b>0</b>          | <b>0</b>        | <b>0</b>           | <b>13</b>               | <b>1</b>          | <b>0</b>            | <b>0</b>          | <b>0</b>                          | <b>25</b>           | <b>2</b>                   | <b>0</b>                | <b>12</b>          |                 |                   |                   |
| 01                   |         | General PM   | \$10,267.08         | 62                | 24                 |                     |                   |                   |                 |                    |                         |                   |                     |                   |                                   | 24                  | 2                          |                         |                    | 12              |                   |                   |
| 01                   |         | Kickoff Meeting  | \$1,229.31          | 6                 | 2                  |                     |                   |                   |                 |                    | 1                       | 1                 |                     |                   |                                   | 1                   |                            |                         |                    |                 |                   |                   |
| 01                   |         | PM Meetings  | \$4,975.62          | 24                | 12                 |                     |                   |                   |                 |                    | 12                      |                   |                     |                   |                                   |                     |                            |                         |                    |                 |                   |                   |
| 01                   |         |  | \$0.00              | 0                 |                    |                     |                   |                   |                 |                    |                         |                   |                     |                   |                                   |                     |                            |                         |                    |                 |                   |                   |
| 02                   |         | <b>Survey and Easements</b>                                  | <b>\$45,058.26</b>  | <b>320</b>        | <b>0</b>           | <b>0</b>            | <b>14</b>         | <b>42</b>         | <b>4</b>        | <b>80</b>          | <b>90</b>               | <b>90</b>         | <b>0</b>            | <b>0</b>          | <b>0</b>                          | <b>0</b>            | <b>0</b>                   | <b>0</b>                | <b>0</b>           | <b>0</b>        |                   |                   |
| 02                   | 01      | Topographic Survey   | \$40,808.82         | 296               |                    |                     | 8                 | 24                | 4               | 80                 | 90                      | 90                |                     |                   |                                   |                     |                            |                         |                    |                 |                   |                   |
| 02                   | 02      | Easement Legal Descriptions & Exhibits                       | \$4,249.44          | 24                |                    |                     | 6                 | 18                |                 |                    |                         |                   |                     |                   |                                   |                     |                            |                         |                    |                 |                   |                   |
| 03                   |         | <b>Preliminary Design</b>                                    | <b>\$90,923.69</b>  | <b>516</b>        | <b>64</b>          | <b>44</b>           | <b>0</b>          | <b>0</b>          | <b>0</b>        | <b>0</b>           | <b>344</b>              | <b>0</b>          | <b>0</b>            | <b>16</b>         | <b>40</b>                         | <b>0</b>            | <b>0</b>                   | <b>0</b>                | <b>8</b>           | <b>0</b>        |                   |                   |
| 03                   | 01      | Hydrologic and Hydraulic Analysis                            | \$20,426.12         | 112               | 12                 | 20                  |                   |                   |                 |                    | 80                      |                   |                     |                   |                                   |                     |                            |                         |                    |                 |                   |                   |
| 03                   |         | Stormwater TM  | \$14,949.22         | 88                | 12                 | 4                   |                   |                   |                 |                    | 48                      |                   |                     |                   | 16                                |                     |                            |                         |                    | 8               |                   |                   |
| 03                   | 02      | Preliminary Plans and Estimate                               | \$55,548.35         | 316               | 40                 | 20                  |                   |                   |                 |                    | 216                     |                   |                     | 16                | 24                                |                     |                            |                         |                    |                 |                   |                   |
| 04                   |         | <b>Final Design and Contract Documents</b>                   | <b>\$83,758.48</b>  | <b>472</b>        | <b>60</b>          | <b>40</b>           | <b>0</b>          | <b>0</b>          | <b>0</b>        | <b>0</b>           | <b>320</b>              | <b>0</b>          | <b>0</b>            | <b>16</b>         | <b>16</b>                         | <b>0</b>            | <b>0</b>                   | <b>0</b>                | <b>20</b>          | <b>0</b>        |                   |                   |
| 04                   | 01      | 100% PS&E  | \$59,758.27         | 340               | 40                 | 24                  |                   |                   |                 |                    | 232                     |                   |                     | 16                | 16                                |                     |                            |                         |                    | 12              |                   |                   |
| 04                   | 02      | Contract Documents   | \$24,000.21         | 132               | 20                 | 16                  |                   |                   |                 |                    | 88                      |                   |                     |                   |                                   |                     |                            |                         |                    | 8               |                   |                   |
| 05                   |         | <b>Permitting</b>  | <b>\$22,377.68</b>  | <b>140</b>        | <b>4</b>           | <b>0</b>            | <b>0</b>          | <b>0</b>          | <b>0</b>        | <b>0</b>           | <b>12</b>               | <b>28</b>         | <b>76</b>           | <b>0</b>          | <b>0</b>                          | <b>20</b>           | <b>0</b>                   | <b>0</b>                | <b>0</b>           | <b>0</b>        |                   |                   |
| 05                   |         | Critical Areas Review  | \$2,119.39          | 16                |                    |                     |                   |                   |                 |                    | 4                       | 12                |                     |                   |                                   |                     |                            |                         |                    |                 |                   |                   |
| 05                   |         | Pre-Application Meeting, assistance during reviews           | \$2,391.81          | 10                | 2                  |                     |                   |                   |                 |                    | 8                       |                   |                     |                   |                                   |                     |                            |                         |                    |                 |                   |                   |
| 05                   |         | SEPA checklist   | \$4,754.43          | 34                | 2                  |                     |                   |                   |                 |                    | 8                       | 24                |                     |                   |                                   |                     |                            |                         |                    |                 |                   |                   |
| 05                   |         | Grading permit application package                           | \$1,565.33          | 8                 |                    |                     |                   |                   |                 |                    | 4                       | 4                 |                     |                   |                                   |                     |                            |                         |                    |                 |                   |                   |
| 05                   |         | Shoreline Substantial Development Permit application package | \$6,130.28          | 52                |                    |                     |                   |                   |                 |                    | 8                       | 4                 | 40                  |                   |                                   |                     |                            |                         |                    |                 |                   |                   |
| 05                   |         | Cultural Resources Review                                    | \$5,416.45          | 20                |                    |                     |                   |                   |                 |                    |                         |                   |                     |                   | 20                                |                     |                            |                         |                    |                 |                   |                   |
| 06                   |         | <b>Geotechnical Services</b>                                 | <b>\$0.00</b>       | <b>0</b>          | <b>0</b>           | <b>0</b>            | <b>0</b>          | <b>0</b>          | <b>0</b>        | <b>0</b>           | <b>0</b>                | <b>0</b>          | <b>0</b>            | <b>0</b>          | <b>0</b>                          | <b>0</b>            | <b>0</b>                   | <b>0</b>                | <b>0</b>           | <b>0</b>        |                   |                   |
| 06                   |         | Subconsultant  | \$0.00              | 0                 |                    |                     |                   |                   |                 |                    |                         |                   |                     |                   |                                   |                     |                            |                         |                    |                 |                   |                   |
| 07                   |         | <b>Additional Services and Reserve</b>                       | <b>\$20,000.00</b>  | <b>0</b>          | <b>0</b>           | <b>0</b>            | <b>0</b>          | <b>0</b>          | <b>0</b>        | <b>0</b>           | <b>0</b>                | <b>0</b>          | <b>0</b>            | <b>0</b>          | <b>0</b>                          | <b>0</b>            | <b>0</b>                   | <b>0</b>                | <b>0</b>           | <b>0</b>        |                   |                   |
| 07                   |         | TBD  | \$20,000.00         | 0                 |                    |                     |                   |                   |                 |                    |                         |                   |                     |                   |                                   |                     |                            |                         |                    |                 |                   |                   |
| <b>Labor Totals:</b> |         |  |                     | 1,540             | 166                | 84                  | 15                | 42                | 4               | 80                 | 90                      | 90                | 689                 | 29                | 76                                | 32                  | 56                         | 20                      | 25                 | 2               | 28                | 12                |
| <b>Totals:</b>       |         |  | <b>\$278,590.12</b> |                   | <b>\$42,798.54</b> | <b>\$20,106.45</b>  | <b>\$3,299.40</b> | <b>\$6,835.92</b> | <b>\$449.80</b> | <b>\$12,170.60</b> | <b>\$14,625.00</b>      | <b>\$7,897.50</b> | <b>\$108,043.81</b> | <b>\$6,801.08</b> | <b>\$7,481.63</b>                 | <b>\$6,684.08</b>   | <b>\$7,547.54</b>          | <b>\$5,416.45</b>       | <b>\$2,559.38</b>  | <b>\$405.54</b> | <b>\$4,250.61</b> | <b>\$1,216.80</b> |

| Subconsultants                            |             |
|---|-------------|
| Applied Professional Services Inc.        | \$6,957.50  |
| Aspect Consulting (Geotechnical Engineer) | \$25,653.00 |

**Subconsultants Total: \$32,610.50**

| Other Direct Expenses        |            |
|------------------------------|------------|
| Title Reports                | \$1,080.00 |
| Mileage - \$0.670/mile       | \$428.80   |
| Survey Equipment (\$160/Use) | \$1,440.00 |

**Other Direct Expenses Total: \$2,948.80**

**Project Total \$314,149.42**

**CITY OF DES MOINES  
2025-2030 CAPITAL IMPROVEMENT PLAN  
(Amount in Thousands)**

|   |           |                  |
|---|-----------|------------------|
| <b>6th Pl/287th Street Pipe Replacement</b> | Project # | <b>SWCIP0029</b> |
| - Previous Project #                        |           | -                |

|   |
|---|
| <i>Summary Project Description:</i>   |
| This project will install approximately 1670 ft of 12" 15 catch basins and 4 storm drain manholes. Install new storm systems along NW side of 4th Pl S, long SE side of S 287th St, and NW side of 6th Pl S. Install flow splitter at intersection of 4th Pl S and S 287th St. Drainage easements may be required. Replace 12th CMP with new 12th SD and install diversion structure. |

**CIP Category:** Surface Water Management  
**Managing Department:** Plan, Build & PW Admin

**Justification/Benefits:** This is a high priority project (CIP-37) listed in the 2015 SWM Comprehensive Plan. This project will reduce/eliminate localized flooding, replace aging CMP pipe and improve drainage conditions for this system of pipe.

| <i>PROJECT SCOPE</i>      |                       |                         |                     |
|---------------------------|-----------------------|-------------------------|---------------------|
| <i>Expenditures</i>       | <i>Current Budget</i> | <i>Requested Change</i> | <i>Total Budget</i> |
| Design                    | 170                   | 105                     | 275                 |
| Land & Right of Way       | 80                    | 39                      | 119                 |
| Construction              | 380                   | 100                     | 480                 |
| Contingency               | 94                    | (9)                     | 85                  |
| <b>Total Expenditures</b> | <b>724</b>            | <b>235</b>              | <b>959</b>          |

| <i>ANNUAL ALLOCATION</i> |                       |                  |                  |                  |                  |                  |                  |
|--------------------------|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| <i>Project to Date</i>   | <i>Scheduled Year</i> | <i>Plan Year</i> | <i>Plan Year</i> | <i>Plan Year</i> | <i>Plan Year</i> | <i>Plan Year</i> | <i>Plan Year</i> |
| <i>12/31/23</i>          | <i>2024</i>           | <i>2025</i>      | <i>2026</i>      | <i>2027</i>      | <i>2028</i>      | <i>2029</i>      | <i>2030</i>      |
| -                        | -                     | 275              | -                | -                | -                | -                | -                |
| -                        | -                     | 119              | -                | -                | -                | -                | -                |
| -                        | -                     | -                | 480              | -                | -                | -                | -                |
| -                        | -                     | 20               | 65               | -                | -                | -                | -                |
| -                        | -                     | 414              | 545              | -                | -                | -                | -                |

| <i>Funding Sources</i>          | <i>Current Budget</i> | <i>Requested Change</i> | <i>Total Budget</i> |
|---------------------------------|-----------------------|-------------------------|---------------------|
| Surface Water Utility           | 724                   | (14)                    | 710                 |
| Local Grants (Unsecured)        | -                     | 249                     | 249                 |
| <b>Total Funding</b>            | <b>724</b>            | <b>235</b>              | <b>959</b>          |
| <b>Funding Shortfall/Excess</b> | <b>-</b>              | <b>-</b>                | <b>-</b>            |

| <i>Project to Date</i> | <i>Scheduled Year</i> | <i>Plan Year</i> | <i>Plan Year</i> | <i>Plan Year</i> | <i>Plan Year</i> | <i>Plan Year</i> | <i>Plan Year</i> |
|------------------------|-----------------------|------------------|------------------|------------------|------------------|------------------|------------------|
| <i>12/31/23</i>        | <i>2024</i>           | <i>2025</i>      | <i>2026</i>      | <i>2027</i>      | <i>2028</i>      | <i>2029</i>      | <i>2030</i>      |
| -                      | -                     | 165              | 545              | -                | -                | -                | -                |
| -                      | -                     | 249              | -                | -                | -                | -                | -                |
| -                      | -                     | 414              | 545              | -                | -                | -                | -                |

| <i>OPERATING IMPACT</i> |                     |          |          |
|-------------------------|---------------------|----------|----------|
| <i>Operating Impact</i> | <i>6 Year Total</i> |          |          |
| Revenue                 | -                   | -        | -        |
| Expenses                | -                   | -        | -        |
| <b>Net Impact</b>       | <b>-</b>            | <b>-</b> | <b>-</b> |

| <i>ANNUAL OPERATING IMPACT</i> |             |             |             |             |             |             |             |   |
|--------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|---|
| <i>12/31/23</i>                | <i>2024</i> | <i>2025</i> | <i>2026</i> | <i>2027</i> | <i>2028</i> | <i>2029</i> | <i>2030</i> |   |
| -                              | -           | -           | -           | -           | -           | -           | -           | - |
| -                              | -           | -           | -           | -           | -           | -           | -           | - |
| -                              | -           | -           | -           | -           | -           | -           | -           | - |

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: 2025 Vehicle Purchase

FOR AGENDA OF: December 12, 2024

ATTACHMENTS:

- 1. 2025 Vehicle Purchase List

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: December 4, 2024

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Director of Marina Redevelopment \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *[Signature]*
- 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 for City Council to purchase five (5) Police Interceptor AWD/SUV Patrol Vehicles and the accompanying light and electronics set up of said vehicles; purchase of one (1) John Deere Cab Tractor with Alamo Boom Mower attachment. The purchase orders for these purchases are included as Attachment 1. The following motion will appear on the consent calendar:

**Suggested Motions**

**Motion:** "I move to approve the purchase of vehicles and equipment identified in Attachment 1 for a total estimated amount of \$880,000 and to authorize the City Manager or the City Manager's designee to sign the purchase orders at the time they are created."

## **Background**

The anticipated 2025 Budget includes the replacement of the following vehicles and equipment:

### Police

- Ford Interceptor – 524
- Ford Interceptor – 525
- Ford Interceptor – 545
- Ford Interceptor – 549
- Ford Interceptor – 551

### Public Works

- New Holland Tractor and Diamond Boom Mower attachment – P230 A & B

Given that the combined estimated total of these purchases is over the City Manager’s authorized signing authority of \$50,000.00, Council approval is necessary for these purchases.

## **Discussion**

### Police Department

The anticipated 2025 Budget includes five (5) new Police Department fleet vehicles. The new vehicles are a 2025 Ford Police Interceptor AWD Pursuit-Rated Utility/SUV; and accompanying light and electronics set up. The total price for these five vehicles including tax, equipment and set- up fees is approximately \$600,000.

### Public Works Department

The anticipated 2025 Budget includes one (1) new Public Works fleet vehicle. The new vehicle is a John Deere Cab Tractor with Alamo Boom Mower attachment. The total price for the vehicle including tax and additional equipment is approximately \$280,000.

### Alternatives

Council could decide not approve the purchase of vehicles and equipment identified in Attachment 1 and direct staff to revisit the fleet replacements in the anticipated 2025 Budget.

### Financial Impact

The Vehicle Replacement Fund (Fund 501) has full revenue to support estimated expenditures.

### Recommendation

Staff recommends the adoption of the motion.

### Council Committee Review

Not Applicable

## ATTACHMENT 1

## 2024 Vehicle/Equipment Purchase List

| Description  | Estimated Cost   | Department        | Replaces   |
|--|------------------|-------------------|--|
| Ford Interceptor – Patrol Vehicles (5) w/equipment packages  | \$600,000        | Police            | Fleet #<br>551, 549, 525,<br>545, 524            |
| John Deere Cab Tractor (1) w/<br>Alamo Maverick 2 Boom Mower | \$280,000        | PW<br>Streets/SWM | Fleet #<br>P230<br>(Capital Asset<br>1538 A & B) |
| <b>Total Estimated Cost Including Tax</b>                    | <b>\$880,000</b> |                   |  |

**CITY OF DES MOINES**

Finance Division  
 21630 11<sup>TH</sup> Avenue South  
 Des Moines WA 98198-6317  
 Phone 206.870.6511 Fax 206.870.6540



**PURCHASE ORDER**

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

**P.O. NUMBER: PBPW 11/06/2024 #111**

To: FCI Custom Police Vehicles  
 45727 SE 140<sup>th</sup> St  
 North Bend, WA 98045  
 ATTN: Alan Bateman  
 PHONE: (425)831-5203  
 EMAIL: fcicars@yahoo.com

**SHIP TO:**  
**Jonathan Heck, Equipment Shop**  
**City of Des Moines WA**  
**21650 11<sup>th</sup> Avenue South**  
**Des Moines WA 98198-6317**  
**206.870.6521**

| P.O. DATE  | REQUISITIONER  | SHIPPED VIA | F.O.B. POINT | TERMS       |
|------------|----------------|-------------|--------------|-------------|
| 11/06/2024 | Adam O'Donnell |             |              | Net 30 days |

| QTY | UNIT | DESCRIPTION  | UNIT PRICE   | TOTAL        |
|-----|------|--|--------------|--------------|
| 5   |      | 2025 Ford Explorer Package<br>** See attached estimate #2949 | \$ 26,175.00 | \$130,875.00 |

Authority: At the direction of the Des Moines City Council, taken at an open public meeting on 12.19.2024.

|                     |                     |
|---------------------|---------------------|
| SUBTOTAL            | \$130,875.00        |
| 9.1 % SALES TAX     | \$ 11,909.65        |
| SHIPPING & HANDLING |                     |
| OTHER               |                     |
| <b>TOTAL</b>        | <b>\$142,784.65</b> |

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

**INTERNAL INSTRUCTIONS:**  
 CHARGE TO DM CITY CODE: 50106002.564300

Ordered by:  
 Adam O'Donnell  
 PW Maintenance Superintendent

Date  
 11.06.2024

Authorized by:  
 Michael P. Slevin III, P.E.  
 Public Works Director

Date  
 11.06.2024

**CITY OF DES MOINES**

Finance Division  
 21630 11<sup>TH</sup> Avenue South  
 Des Moines WA 98198-6317  
 Phone 206.870.6511 Fax 206.870.6540



**PURCHASE ORDER**

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

**P.O. NUMBER: PBPW 11/06/2024 #112**

To: Bud Clary Ford  
 700 7<sup>th</sup> Avenue  
 Longview, WA 98632  
 ATTN: Marie Tellinghiusen  
 PHONE: (360)423-4321 Ext: 10945  
 EMAIL: ford.orders@budclary.com

**SHIP TO:**  
**Jonathan Heck, Equipment Shop**  
**City of Des Moines WA**  
**21650 11<sup>th</sup> Avenue South**  
**Des Moines WA 98198-6317**  
**206.870.6521**

| P.O. DATE  | REQUISITIONER  | SHIPPED VIA | F.O.B. POINT | TERMS       |
|------------|----------------|-------------|--------------|-------------|
| 11/06/2024 | Adam O'Donnell |             |              | Net 30 days |

| QTY                                      | UNIT | DESCRIPTION   | UNIT PRICE   | TOTAL        |
|--|------|---|--------------|--------------|
| 5  |      | 2025 Ford Police Interceptor, Pursuit-Rated SUV/Utility (AWD) | \$ 46,405.00 | \$232,025.00 |
| ** see attached Quote Number:2024-10-287 |      |   |              |              |

Authority: At the direction of the Des Moines City Council, taken at an open public meeting on 12.19.2024.

|                     |                     |
|---------------------|---------------------|
| SUBTOTAL            | \$232,025.00        |
| 10.2% SALES TAX     | \$ 23,666.55        |
| SHIPPING & HANDLING |                     |
| OTHER               |                     |
| <b>TOTAL</b>        | <b>\$255,691.55</b> |

1. Please send two copies of your invoice.
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**INTERNAL INSTRUCTIONS:**  
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Ordered by:  
 Adam O'Donnell  
 PW Maintenance Superintendent

Date  
 11.06.2024

Authorized by:  
 Michael P. Slevin III, P.E.  
 Public Works Director

Date  
 11.06.2024

**CITY OF DES MOINES**

Finance Division  
 21630 11<sup>TH</sup> Avenue South  
 Des Moines WA 98198-6317  
 Phone 206.870.6511 Fax 206.870.6540



**PURCHASE ORDER**

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

**P.O. NUMBER: PBPW 11/06/2024 #113**

To: Larsen Sign Company  
 9411 Lakeview Ave SW  
 Lakewood, WA 98499  
 ATTN: Kyle Larsen  
 PHONE: (253)588-9643  
 EMAIL: sales@larsensignco.com

**SHIP TO:**  
**Jonathan Heck, Equipment Shop**  
**City of Des Moines WA**  
**21650 11<sup>th</sup> Avenue South**  
**Des Moines WA 98198-6317**  
**206.870.6521**

| P.O. DATE  | REQUISITIONER  | SHIPPED VIA | F.O.B. POINT | TERMS       |
|------------|----------------|-------------|--------------|-------------|
| 11/06/2024 | Adam O'Donnell |             |              | Net 30 days |

| QTY | UNIT | DESCRIPTION   | UNIT PRICE  | TOTAL       |
|-----|------|---|-------------|-------------|
| 5   |      | Complete Vinyl Lettering Packages Applied to Interceptor SUVs<br><br>** See attached proposal | \$ 1,095.00 | \$ 5,475.00 |

|                     |                    |
|---------------------|--------------------|
| SUBTOTAL            | \$ 5,475.00        |
| 10.1 % SALES TAX    | \$ 552.98          |
| SHIPPING & HANDLING |                    |
| OTHER               |                    |
| <b>TOTAL</b>        | <b>\$ 6,027.98</b> |

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

**INTERNAL INSTRUCTIONS:**  
 CHARGE TO DM CITY CODE: 50106002.564300

Ordered by:  
 Adam O'Donnell  
 PW Maintenance Superintendent

Date  
 11.06.2024

Authorized by:  
 Michael P. Slevin III, P.E.  
 Public Works Director

Date  
 11.06.2024



**CITY OF DES MOINES**

Finance Division  
 21630 11<sup>TH</sup> Avenue South  
 Des Moines WA 98198-6317  
 Phone 206.870.6511 Fax 206.870.6540



**PURCHASE ORDER**

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

**P.O. NUMBER: PBPW 11/06/2024 #114**

To: Motorola Solutions

ATTN: Ryan Rogado  
 PHONE: (425)327-5491  
 EMAIL: rrogado@daywireless.com

**SHIP TO:**  
**Jonathan Heck, Equipment Shop**  
**City of Des Moines WA**  
**21650 11<sup>th</sup> Avenue South**  
**Des Moines WA 98198-6317**  
**206.870.6521**

| P.O. DATE  | REQUISITIONER  | SHIPPED VIA | F.O.B. POINT | TERMS       |
|------------|----------------|-------------|--------------|-------------|
| 11/06/2024 | Adam O'Donnell |             |              | Net 30 days |

| QTY | UNIT | DESCRIPTION  | UNIT PRICE  | TOTAL        |
|-----|------|--|-------------|--------------|
| 5   |      | DMPD Vehicle Radios<br>** See attached Quote-2869702 | \$ 3,311.91 | \$ 16,559.55 |

|                     |              |
|---------------------|--------------|
| SUBTOTAL            | \$ 16,559.55 |
| 10.2 % SALES TAX    | \$ 1,689.05  |
| SHIPPING & HANDLING |              |
| OTHER               |              |
| TOTAL               | \$ 18,248.60 |

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

**INTERNAL INSTRUCTIONS:**  
 CHARGE TO DM CITY CODE: 50106002.564300

Ordered by:  
 Adam O'Donnell  
 PW Maintenance Superintendent

Date  
 11.06.2024

Authorized by:  
 Michael P. Slevin III, P.E.  
 Public Works Director

Date  
 11.06.2024

**CITY OF DES MOINES**

Finance Division  
 21630 11<sup>TH</sup> Avenue South  
 Des Moines WA 98198-6317  
 Phone 206.870.6511 Fax 206.870.6540



**PURCHASE ORDER**

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

**P.O. NUMBER: PBPW 11/19/2024 #115**

To: Motorola Solutions

**SHIP TO:**  
**Jonathan Heck, Equipment Shop**  
**City of Des Moines WA**  
**21650 11<sup>th</sup> Avenue South**  
**Des Moines WA 98198-6317**  
**206.870.6521**

ATTN: Ryan Rogado @ Day Wireless  
 PHONE: (425)327-5491  
 EMAIL: rrogado@daywireless.com

| P.O. DATE  | REQUISITIONER  | SHIPPED VIA | F.O.B. POINT | TERMS       |
|------------|----------------|-------------|--------------|-------------|
| 11/06/2024 | Adam O'Donnell |             |              | Net 30 days |

| QTY | UNIT | DESCRIPTION  | UNIT PRICE  | TOTAL        |
|-----|------|--|-------------|--------------|
| 5   |      | DMPD Vehicle M500 Camera Systems<br>** See Attached Quote #2892499 (minus Line #4) | \$ 7,990.60 | \$ 39,953.00 |

|                     |              |
|---------------------|--------------|
| SUBTOTAL            | \$ 39,953.00 |
| 10.2 % SALES TAX    | \$ 4,075.21  |
| SHIPPING & HANDLING |              |
| OTHER               |              |
| TOTAL               | \$ 44,028.21 |

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

**INTERNAL INSTRUCTIONS:**  
 CHARGE TO DM CITY CODE: 50106002.564300

Ordered by:  
 Adam O'Donnell  
 PW Maintenance Superintendent

Date  
 11.19.2024

Authorized by:  
 Michael P. Slevin III, P.E.  
 Public Works Director

Date  
 11.19.2024

**CITY OF DES MOINES**

Finance Division  
 21630 11<sup>TH</sup> Avenue South  
 Des Moines WA 98198-6317  
 Phone 206.870.6511 Fax 206.870.6540



**PURCHASE ORDER**

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

**P.O. NUMBER: PBPW 11/05/2024 #107**

To: Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513

**SOLD TO/SHIP TO**  
**Adam O'Donnell**  
**City of Des Moines WA**  
**Public Works Service Center @ 2255 S 223<sup>rd</sup> St**  
**Des Moines WA 98198-6317**  
**(206)305-0770**

Delivering Dealer: Pape Machinery, Inc.  
 2700 136<sup>th</sup> Ave Ct E  
 Sumner, WA 98390  
 ATTN: Scott Nordeen TEL: (253)863-4436  
 EMAIL: [SNORDEEN@PAPEMACHINERY.COM](mailto:SNORDEEN@PAPEMACHINERY.COM)  
[AGSUMNER@PAPEMACHINERY.COM](mailto:AGSUMNER@PAPEMACHINERY.COM)

| P.O. DATE  | REQUISITIONER  | SHIPPED VIA | F.O.B. POINT | TERMS       |
|------------|----------------|-------------|--------------|-------------|
| 11/05/2024 | Adam O'Donnell |             |              | Net 30 days |

| QTY                                 | UNIT              | DESCRIPTION                                     | UNIT PRICE    | TOTAL         |
|-------------------------------------|-------------------|---|---------------|---------------|
| 1                                   | 1L06110MPPP200553 | John Deere 6110M Cab Tractor                    | \$ 133,530.90 | \$ 133,530.90 |
| 1                                   |                   | 1 Year Pape Machinery Connected Support Package | \$ 1,500.00   | \$ 1,500.00   |
| ** See attached Quote ID.: 31400819 |                   |   |               |               |

|   |                     |                      |
|---|---------------------|----------------------|
| Authority: At the direction of the Des Moines City Council, taken at an open public meeting on 12/12/2024. If approved, purchase will be made after 01/01/2025. | SUBTOTAL            | \$ 135,030.90        |
|   | 10.2% SALES TAX     | \$ 13,773.15         |
|   | SHIPPING & HANDLING | \$                   |
|   | OTHER               |                      |
|   | <b>TOTAL</b>        | <b>\$ 148,804.05</b> |

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

**INTERNAL INSTRUCTIONS:**

CHARGE TO DM CITY CODE:  
 50% 50106004.564400  
 50% 50106003.564450

Ordered by:  
 Adam O'Donnell  
 Maintenance Superintendent  
 Date  
 11.05.2024

Authorized by:  
 Michael P. Slevin III, P.E.  
 Public Works Director  
 Date  
 11.05.2024

**CITY OF DES MOINES**

Finance Division  
 21630 11<sup>TH</sup> Avenue South  
 Des Moines WA 98198-6317  
 Phone 206.870.6511 Fax 206.870.6540



**PURCHASE ORDER**

THE FOLLOWING NUMBER MUST APPEAR ON ALL RELATED CORRESPONDENCE, SHIPPING PAPERS, AND INVOICES:

**P.O. NUMBER: PBPW 11/05/2024 #108**

To: Deere & Company  
 2000 John Deere Run  
 Cary, NC 27513

**SOLD TO/SHIP TO**  
**Adam O'Donnell**  
**City of Des Moines WA**  
**Public Works Service Center @ 2255 S 223<sup>rd</sup> St**  
**Des Moines WA 98198-6317**  
**(206)305-0770**

Delivering Dealer: Pape Machinery, Inc.  
 2700 136<sup>th</sup> Ave Ct E  
 Sumner, WA 98390  
 ATTN: Scott Nordeen TEL: (253)863-4436  
 EMAIL: [SNORDEEN@PAPEMACHINERY.COM](mailto:SNORDEEN@PAPEMACHINERY.COM)  
[AGSUMNER@PAPEMACHINERY.COM](mailto:AGSUMNER@PAPEMACHINERY.COM)

| P.O. DATE  | REQUISITIONER  | SHIPPED VIA | F.O.B. POINT | TERMS       |
|------------|----------------|-------------|--------------|-------------|
| 10/24/2024 | Adam O'Donnell |             |              | Net 30 days |

| QTY                                 | UNIT          | DESCRIPTION                        | UNIT PRICE   | TOTAL        |
|-------------------------------------|---------------|------------------------------------|--------------|--------------|
| 1                                   | MV2-24-240601 | 2024 ALAMO Maverick 2 boom         | \$ 93,644.40 | \$ 93,644.40 |
| 1                                   |               | ALAMO 48" flail axle with shd head | \$ 25,092.00 | \$ 25,092.00 |
| ** See attached Quote ID.: 31867884 |               |                                    |              |              |

|   |                     |                      |
|---|---------------------|----------------------|
| Authority: At the direction of the Des Moines City Council, taken at an open public meeting on 12.12.2024. If approved, purchase will be made after 01/01/2025. | SUBTOTAL            | \$ 118,736.40        |
|   | 10.2% SALES TAX     | \$ 12,111.11         |
|   | SHIPPING & HANDLING | \$                   |
|   | OTHER               |                      |
|   | <b>TOTAL</b>        | <b>\$ 130,847.51</b> |

1. Please send two copies of your invoice.
2. Enter this order in accordance with the prices, terms, delivery method, and specifications listed above.
3. Please notify us immediately if you are unable to ship as specified.
4. Send all correspondence to: Address above

**INTERNAL INSTRUCTIONS:**

CHARGE TO DM CITY CODE:  
 50% 50106004.564400  
 50% 50106003.564450

Ordered by:  
 Adam O'Donnell  
 Maintenance Superintendent  
 Date  
 11.05.2024

Authorized by:  
 Michael P. Slevin III, P.E.  
 Public Works Director  
 Date  
 11.05.2024

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Comprehensive Plan Transportation  
Element Consultant Services Contract

FOR AGENDA OF: December 12, 2024

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: December 2, 2024

ATTACHMENTS:

- 1. Consultant Services Contract with Fehr & Peers

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development   D
- Courts \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance   HJ
- Human Resources \_\_\_\_\_
- Legal   /s/ TG
- Marina \_\_\_\_\_
- Police \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works   MPS

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: Katherine Coffey

**Purpose and Recommendation**

The purpose of this agenda item is seeking approval of the Consultant Services Contract with Fehr & Peers (Attachment 1) for support on the periodic update to the Des Moines Comprehensive Plan Transportation Element. The following motion will appear on the Consent Agenda:

**Suggested Motion**

**Motion:** “I move to approve the Consultant Services Contract with Fehr & Peers for the Des Moines Comprehensive Plan Transportation Element in the amount not to exceed \$100,000, and further authorize the City Manager to sign said Contract substantially in the form as submitted.”

**Background**

The Department of Commerce provided the City of Des Moines a \$125,000 non-competitive grant to help fund the periodic review and update to the Des Moines Comprehensive Plan and development regulations, however, the grant has already been full expended on other elements of the comprehensive plan, and additional funding and consultant services are needed to complete the periodic update work.

The grant was split between two fiscal year (FY) funding cycles. Council previously approved the FY2023 grant funds (Contract No. 23-63210-010) which covered work completed between July 1, 2022 and June 30, 2023. City Council also authorized the City Manager to sign the contract for the subsequent amendments for FY24 (Contract No. 24-63335-209) which covered work completed between July 1, 2023 to June 30, 2024. These funds were expended with the AHBL contract for other portions of the Comprehensive Element. Additional Funds from Redondo Speed Camera Funds may used to fund the transportation element.

**Discussion**

Staff is requesting that the City Council approve the Consultant Services Contract with Fehr & Peers in the amount not to exceed \$100,000 to provide the necessary support to complete the periodic update process.

As Council is aware, our consultant AHBL has been supporting the periodic review and update to the comprehensive plan and development regulations. Due to staff vacancies in Planning during 2023 (about 1.2 Full Time Equivalent) and planning analysis for the North Central Neighborhood, additional consultant support has been necessary to keep the project moving. AHBL would usually subcontract the transportation element, however the City may save overhead costs by contracting directly with the Fehr & Peers, the transportation element consultant.

**Alternatives**

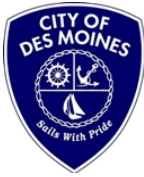
1. The City Council may decline to approve the Consultant Services Contract with Fehr & Peers; however, this would result in the Transportation Element not being updated and out of compliance with the Growth Management Act, other planning efforts. Additionally, the City does not have adequate resources to perform this work in house.
2. The City Council may continue this Agenda Item and request that staff provides additional information on the Consultant Services Contract.

**Financial Impact**

The 2025 budget has the capacity to accommodate the Consultant Services Agreement. Funding can be partially supplemented by the restricted Redondo Speed Camera Funds.

**Recommendation**

Staff recommends the adoption of the motion.



## **CONSULTANT SERVICES CONTRACT between the City of Des Moines and Fehr & Peers**

THIS Contract is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Fehr & Peers organized under the laws of the State of California, located and doing business at 950 Pacific Avenue, Suite 1220, Tacoma, WA 98402 (hereinafter the "Consultant").

### **I. DESCRIPTION OF WORK.**

Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

As detailed in Exhibit A to update the Des Moines Transportation Element of the Comprehensive Plan.

Consultant further represents that the services furnished under this Contract will be performed in accordance with the skill, care, and diligence ordinarily exercised by professionals practicing in the same or similar locale performing similar services and under the same or similar conditions as Consultant under this Contract.

**II. TIME OF COMPLETION.** The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by July 31, 2025. However, notwithstanding the foregoing, Consultant shall not be liable or responsible for delays in the performance of its duties and obligations under this Agreement if such delays are due to circumstances beyond Consultant's reasonable control.

### **III. COMPENSATION.**

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed \$100,000 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit A for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

CONSULTANT SERVICES CONTRACT  
(Various)

- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within thirty (30) days of receipt of an invoice. If the City reasonably objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

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

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

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

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



timely written claim is made in strict accordance with the applicable provisions of this Contract.

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

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

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
1. The date of the Consultant's claim;
  2. The nature and circumstances that caused the claim;
  3. The provisions in this Contract that support the claim;
  4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
  5. An analysis of the progress schedule showing the schedule change or disruption if the Consultant is asserting a schedule change or disruption.
- B. Records. The Consultant shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Consultant's records needed for evaluating the protest.

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

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

**VIII. TERMINATION.** Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

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

**X. INDEMNIFICATION.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including reasonable attorney fees, to the extent caused by the negligent acts, errors or omissions of the Consultant in performance of this Contract, except for injuries and damages to the extent caused by the negligence of the City.

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THIS WAIVER HAS BEEN MUTUALLY NEGOTIATED BY THE PARTIES.

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

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

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

**A. Minimum Scope of Insurance.** Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

**B. Minimum Amounts of Insurance:** Consultant shall maintain the following insurance limits:

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

**C. Other Insurance Provisions.**

1. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

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

**E. Verification of Coverage** Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contract before commencement of the work.

**F. Notice of Cancellation.** The Consultant shall provide the City with written notice of any policy cancellation within ten business days of their receipt of such notice.

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

**H. City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the Public Entity evidences limits of liability lower than those maintained by the Consultant.

**XII. EXCHANGE OF INFORMATION.** The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Contract. Consultant shall be able to rely on the completeness and accuracy of such information, or any other information provided by the City.

**XIII. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS.** Original documents, drawings, designs, reports, or any other records developed or created under this Contract (Work Product) shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant. Consultant shall bear no liability for any unauthorized use of, reuse of, or modifications to the Work Product without the Consultant's written consent or professional involvement.

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

**XV. WORK PERFORMED AT CONSULTANT'S RISK.** Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and

CONSULTANT SERVICES CONTRACT 6  
*Fehr & Peers*

subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

#### **XVI. MISCELLANEOUS PROVISIONS.**

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

B. Resolution of Disputes and Governing Law.

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

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

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

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives

its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

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

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

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

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

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

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

**IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.**

|   |   |
|---|---|
| <p><b>CONSULTANT:</b></p> <p>By: <u>Kendra Breiland</u><br/>(signature)<br/>Print Name: <u>Kendra Breiland</u><br/>Its <u>Principal</u><br/>(Title)<br/>DATE: <u>11/27/24</u></p> | <p><b>CITY OF DES MOINES:</b></p> <p>By: _____<br/>(signature)<br/>Print Name: <u>Katherine Caffrey</u><br/>Its <u>City Manager</u><br/>(Title)<br/>DATE: _____</p> <p>Approved as to form:</p> <p>_____<br/>City Attorney<br/>DATE: _____</p>            |
| <p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CONSULTANT:</b></p> <p>Daniel Dye<br/>Fehr &amp; Peers<br/>950 Pacific Avenue, Suite 1220<br/>Tacoma, WA 98402<br/>253-617-4433</p>    | <p><b>NOTICES TO BE SENT TO:</b></p> <p><b>CITY OF DES MOINES:</b></p> <p>Rebecca Deming<br/>Community Development Director<br/>City of Des Moines<br/>21630 11<sup>th</sup> Avenue S., Suite A<br/>Des Moines, WA 98198<br/>206.870.6563 (telephone)</p> |

## EXHIBIT A

The City of Des Moines and AHBL are working together to update the City's comprehensive plan. As part of the comprehensive plan update, the City requested a scope and fee proposal from Fehr & Peers for a high level update to the City's Transportation Element. The tasks needed for this update are detailed below.

### **Task 1: Project Management**

#### **1.1 Kickoff Meeting and MMLOS Workshop**

Fehr & Peers will facilitate an in-person kick-off meeting and multimodal level of service (MMLOS) workshop with the City and AHBL to review the Transportation Element scope. Up to two Fehr & Peers team members will attend the meeting. The meeting will be at the City's offices and will be scheduled for three hours.

*Deliverable(s): Meeting agenda, MMLOS workshop slides and packet, and notes recapping action items and next steps.*

#### **1.2 Project Meetings, Coordination, and Monthly Invoicing**

Fehr & Peers will lead up to six virtual team meetings. Project team meetings are anticipated to be half-hour check-in calls. Fehr & Peers will submit monthly progress reports with invoices over the duration of the project.

*Deliverable(s): Meeting agendas and notes recapping action items and next steps. Monthly invoices showing the previous month's billing by hours and tasks, and a project status report by task.*

### **Task 2: Transportation Demand Model**

Fehr & Peers will review and refine a version of the regional activity-based model (developed by the Puget Sound Regional Council [PSRC]) to develop future year forecasts for the City of Des Moines. This effort will include a high-level calibration and validation to ensure the model is reasonably estimating 2023 travel conditions within the City. Traffic volumes to be used for validation will be collected as detailed in Task 3.1. One future year scenario will be developed consistent with the planning year of the Comprehensive Plan and will be used to develop future year forecasts.

#### **2.1 Existing Year Model**

PSRC's SoundCast model will be used as a foundation for developing future year forecasts. Fehr & Peers will update the existing year of the model to reflect 2023 existing conditions within and around the City of Des Moines. This will be accomplished by interpolating the land use assumptions by traffic analysis zone (TAZ) and coding in major transportation improvement projects that have recently been completed. The land use assumptions and transportation network characteristics within the City of Des Moines will be reviewed and verified by Fehr & Peers and City Staff to ensure consistency with 2023 conditions. The existing year scenario will be calibrated and validated citywide by comparing observed traffic volumes with estimated model volumes across multiple screenlines. The validation effort will focus on PM peak hour conditions. The refinement of the model will be documented in a technical memo.

#### **2.2 Future Year Scenario**

Fehr & Peers will develop a future year scenario using land use data and a list of transportation improvement projects provided by City staff. Only one scenario will be developed. Fehr & Peers will run the model, extract citywide metrics (VMT, VHT, and mode splits), generate future intersection forecasts for up to twenty intersections, and forecast traffic volumes on state highways.

CONSULTANT SERVICES CONTRACT 10  
Fehr & Peers



*Assumptions: City staff provide edits to PSRC default existing and future land use data at the TAZ level and list of transportation improvement projects to assume for 2044.*

*Task 2 Deliverable(s): Prepare draft technical memorandum documenting model development process and future volume forecasts, review with City staff, and edit based on one consolidated set of comments.*

### **Task 3: Traffic Operations Analysis**

Fehr & Peers will collect traffic counts, analyze existing conditions, and forecast future year traffic operations for up to twenty study intersections.

#### **3.1 Existing Conditions**

Due to the project schedule and school being out of session for the summer, Fehr & Peers will use Streetlight anonymized big data sources to generate PM peak hour vehicle turning movement counts for up to 20 study intersections. These turning movement counts will be supplemented by review of any recent (within the last three years) traffic counts the City provides for the study intersections. Using Highway Capacity Manual methodology and Synchro traffic operations software, Fehr & Peers will analyze the existing Level of Service and average delay per vehicle for the PM Peak hour at each of the 20 study intersections.

#### **3.2 Future Conditions**

Using the travel demand model and future intersection volume forecasts generated as part of Task 2.2, Fehr & Peers will analyze future conditions at the 20 study intersections. Any known transportation improvements that are very likely to be built within the next twenty years will be provided by City staff and incorporated into the future analysis. If any LOS standard failures are projected by this analysis, Fehr & Peers will create and model potential improvements that could mitigate these failures. We will use an approach that seeks the least cost improvement in order to meet or exceed the standard. Potential mitigation projects will be provided to City staff for review, and subsequently included in the City's existing transportation project list.

*Assumptions: City will provide one organized set of existing turning movement counts collected over the last three years at study intersections and the existing project list including information on which projects should be assumed built in the next twenty years.*

*Deliverables: Traffic operations analysis memo and LOS results for existing and future conditions.*

### **Task 4: Multimodal Level of Service**

Using information and feedback from City staff as part of the MMLoS workshop (Task 1.1), Fehr & Peers will propose multimodal level of service standards for Des Moines. These will include vehicle, pedestrian, bike, and transit mode standards. Using the LOS standards for pedestrian, bike, and transit modes, Fehr & Peers will analyze existing conditions versus these standards and identify gaps and potential projects that could address these gaps.

*Assumptions: Projects may include programmatic improvements (such as "fill sidewalk gaps" or specific projects such as "bike facility on Marine View Drive", as time and budget allows.*

*Deliverables: Multimodal Level of Service Standards memo and potential multimodal projects list.*

## Task 5: Transportation Element Update

Fehr & Peers will draft a Transportation Element (TE) update for City review and will respond to one set of consolidated comments. The update will include information summarized from the previous tasks and will be in a basic Word document format provided by the City or AHBL. The memos created as part of previous tasks will be included as appendices. As part of the TE updates, Fehr & Peers will review the City's existing transportation goals and policies versus Washington Department of Commerce and PSRC transportation element checklists. Fehr & Peers will provide draft additional goals and policies that may be needed to meet state, regional, and countywide requirements, but will not provide a completely new set of goals and policies. City staff will review the additional policies and provide one consolidated set of feedback.

*Assumptions: Fehr & Peers will reserve up to 20 hours of staff time to respond to comments on the draft TE, plus an additional 5 hours for response to goals and policies comments. Additional effort above and beyond these will be out of scope and may require additional budget.*

*Deliverables: Draft and final Transportation Element and Appendices, draft and final transportation goals and policies.*

## Optional Task: Adoption Support

As part of an optional task, Fehr & Peers can provide adoption support for the Transportation Element. Such support could include in person or virtual presentations to City Council or other community or City bodies. This task includes a bank of up to twenty hours of staff support, which could cover preparation for and attendance at up to 4 virtual meetings or 2-3 in person meetings.

*Assumptions: This task includes a bank of hours, the number of meetings that can fit within this bank of hours is dependent on meeting length, travel time, etc.*

*Deliverables: Presentation slides and attendance (virtual or in person) at meetings*

## Schedule

Fehr & Peers will complete this work as expeditiously as possible. We propose to complete the update on the following timeline, provided timely data sharing and review from City staff:

- Task 1: Kickoff meeting in Month 1, invoicing and other project meetings throughout the course of the project.
- Task 2: Month 1-Month 3
- Task 3: Month 2-Month 4
- Task 4: Month 1-Month 3
- Task 5: Month 4-Month 5
- Optional Task: As needed adoption support

## Fee

Fehr & Peers proposes to complete the Task 1-5 scope with a total not to exceed \$87,695, as detailed in the attached fee table. As an optional Task, Fehr & Peers can provide adoption support for \$6,210.

## Fee Proposal for Des Moines Transportation Element Update

| Tasks  | Fehr & Peers    |                     |            |           |                     | Labor Hours | Direct Costs    | Total           |
|--|-----------------|---------------------|------------|-----------|---------------------|-------------|-----------------|-----------------|
|  | Project Manager | Principal-in-Charge | Planner    | Modeler   | Project Coordinator |             |                 |                 |
|  | \$250           | \$350               | \$155      | \$220     | \$160               |             |                 |                 |
| <b>Task 1 - Project Management and Meetings</b>                      |                 |                     |            |           |                     |             |                 |                 |
|  | 20              | 8                   | 10         |           | 5                   | 43          | \$710           | \$10,860        |
| <b>Task 2 - Transportation Demand Model</b>                          |                 |                     |            |           |                     |             |                 |                 |
|  | 15              | 4                   | 40         | 20        | 10                  | 89          | \$1,210         | \$18,560        |
| <b>Task 3 - Traffic Operations Analysis (Includes Cost for Data)</b> |                 |                     |            |           |                     |             |                 |                 |
|  | 15              | 5                   | 35         | 10        | 8                   | 73          | \$9,010         | \$23,415        |
| <b>Task 4 - Multimodal Level of Service</b>                          |                 |                     |            |           |                     |             |                 |                 |
|  | 20              | 5                   | 30         | 5         | 8                   | 68          | \$960           | \$14,740        |
| <b>Task 5 - Transportation Element Update</b>                        |                 |                     |            |           |                     |             |                 |                 |
|  | 30              | 10                  | 40         |           | 10                  | 90          | \$1,320         | \$20,120        |
| <b>Optional Task - Adoption Support</b>                              |                 |                     |            |           |                     |             |                 |                 |
|  | 12              | 8                   |            |           |                     | 20          | \$410           | \$6,210         |
| <b>Total for Tasks 1-5</b>   | <b>50</b>       | <b>32</b>           | <b>155</b> | <b>35</b> | <b>41</b>           | <b>363</b>  | <b>\$13,210</b> | <b>\$87,695</b> |
| <b>Total for Tasks 1-5 &amp; Optional</b>                            | <b>112</b>      | <b>40</b>           | <b>155</b> | <b>35</b> | <b>41</b>           | <b>383</b>  | <b>\$13,620</b> | <b>\$93,905</b> |

**Notes:**

*This fee proposal is valid for a period of 90 days from the proposal submittal date.*

*Actual billing rate at the time of service may vary depending on the final staffing plan at the time the project starts; the overall fee will not be exceeded.*

*Mileage is billed at the IRS rate plus 10% handling fee.*

*Rates and non-key staff are subject to change at any time, without notice, and within the total budget shown.*

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Square Footage Tax Second Reading

FOR AGENDA OF: December 12, 2024

ATTACHMENTS:

- 1. Draft Ordinance 24-082
- 2. Draft Ordinance 24-082-B

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: December 4, 2024

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 \_\_\_\_\_
- Public Works \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this agenda item is for the City Council to consider for a second reading and adoption of an Ordinance which would impose a square footage tax on businesses employing a warehouse in the course of engaging in business in the City of Des Moines.

**Suggested Motion**

**OPTION 1**

**Motion:** "I move to enact Draft Ordinance 24-082, imposing a square footage tax."

**Or**

**OPTION 2**

**Motion 1:** “I move to introduce substitute Draft Ordinance 24-082-B for Council consideration.”

**and**

**Motion 2:** “I move to enact Draft Ordinance 24-082-B, imposing a square footage tax.”

**Background**

With the City of Des Moines facing revenue constraints under its current tax and fee structure, due in part to the state-imposed annual 1% cap on increase the total property tax levy, staff began to look for other opportunities to generate revenue to support vital City services, such as public safety, parks, and senior services. Staff brought one of these potential opportunities to the Finance Committee which would impose a square footage tax on warehouse businesses. The Finance Committee approved the item and it was brought to the full City Council at the November 21, 2024 regular council meeting in the form of Draft Ordinance 24-082.

A square footage tax is a means to tax business activities in warehouse operations such as those located in Des Moines Creek Business Park that can be greatly undervalued under a traditional gross receipts tax. While warehouse businesses may bring tens of millions of dollars of merchandise into and out of the city to the financial benefit of the business, a gross receipts tax may assess literally no tax on the business who benefits from the provision of city services.

The proposed Draft Ordinance 24-082 presented to the Council on November 21 would assess an alternative business and occupation tax on businesses that operate warehouses in the course of business in the City that would apply if the square footage tax assessed exceeds the tax assessed on gross receipts. The initial quarterly tax rate would total \$0.13 per square foot of total warehouse area. The tax was also proposed to adjust annually per the Seattle area CPI. The tax would not apply to taxpayers whose taxable warehouse area totals less than 4,000 square feet in the City. This is a threshold after which the tax would apply to all taxable area, and not an exemption. Businesses renting warehouse space where they maintain control over the premises would be responsible for the tax rather than the owner of the warehouse.

Following the presentation and discussion among the Council, the Council asked the City Manager to research tax rates in other cities and to determine whether the proposed rate should be adjusted. The Council also tasked the City Manager with exploring other possible mechanisms to adjust the tax rate to account for inflation.

**Discussion**

Following discussions between the City Manager and staff, two Draft Ordinances are being brought to the Council for consideration: the original Draft Ordinance 24-082 and an alternative Draft Ordinance 24-082-B containing the City Manager’s proposed amendments. The changes included in Draft Ordinance 24-082-B are an increase in the rate to \$.135/square foot per quarter (.005 increase) and a 3% increase per year (rather than CPI increase).

A survey of Washington cities known to have a square footage tax found the following tax rates for the year 2025:

- Algona: \$.015/square foot per quarter

- Auburn: \$0.10/square foot per quarter
- Bellevue: \$0.32/square foot per quarter
- Dupont: \$0.15/square foot per quarter
- Kent: \$0.12/square foot per quarter
- North Bend: - \$0.15/square foot per quarter for the first 25,000 square feet  
                   - \$0.10/square foot per quarter for the next 25,000 square feet  
                   - \$0.04/square foot per quarter for each square foot >50,000

Staff originally proposed a \$.10/square foot per quarter tax rate to the finance committee, where after discussion among the committee, the committee suggested that the tax rate brought to Council be set at \$0.13, based on that rate being a rough mid-point among the most comparable cities of Auburn, Dupont, Kent, and North Bend. Algona’s rate can reasonably considered an outlier, and Bellevue’s square footage tax is targeted not at warehouse businesses, but rather large office spaces. After discussing the rate with staff, the City Manager has recommended increasing the rate to \$.135/square foot per quarter to account for Des Moines’ proximity to SeaTac airport, providing a benefit to warehouse operators and making warehouses in the business park more attractive to businesses.

Among the cities with square footage taxes, two have built automatic adjustments to the tax rate into their ordinance. Kent’s current version of the square footage tax contains adjustments that cover the years 2019-2028 and does not have any built-in increases afterwards. In 2019, the rate was \$0.06/square foot per quarter, increasing to \$0.09 for 2020-2024, then \$0.12 for 2025-2027, and \$0.15 beginning in 2028. Of course, Kent has the ability to amend their ordinance to set adjustments for future years at any time. Bellevue’s ordinance contains an annual adjustment similar to the CPI adjustment proposed in Draft Ordinance 24-082, but pegged to the U.S. City Average Urban Wage Earners and Clerical Workers Consumer Price Index, rather than the Seattle area CPI-U.

In response to Council concerns regarding lack of predictability for taxpayers, the City Manager has proposed an annual 3% increase in the tax rate rather than an increase tied to CPI. A 3% annual increase based on an initial tax rate of \$.135/square foot per quarter would result in a tax rate of \$.139 in year two, an increase of four tenths of a cent. In 2028, the resulting tax rate would be approximately \$.148/square foot per quarter, slightly less than the rate set to be imposed in Kent beginning that year.

**Alternatives**

The Council may:

1. Enact Draft Ordinance 24-082
2. Enact substitute Draft Ordinance 24-082-B
3. Adopt a draft ordinance with changes
4. Decline to adopt a draft ordinance

**Financial Impact**

Staff estimates that the tax could provide approximately an additional \$700,000-\$800,000 in revenue in the first year. Should the Des Moines Creek Business Park West project develop as proposed, this could result in over \$200,000 in additional annual revenue.

**Recommendation**

Staff recommends the Council enact Draft Ordinance 24-082-B.

**Council Committee Review**

The Finance Committee reviewed a staff proposal to impose a square footage tax at the October 3, 2024 committee meeting. The committee provided direction on details of the proposal such as tax rate and threshold exemption amounts and recommended staff prepare a draft ordinance for consideration by the full council. Draft Ordinance 24-082 was presented to the full Council for a first reading November 21, 2024.

**CITY COUNCIL'S DRAFT 12/04/2024**

**DRAFT ORDINANCE NO. 24-082**

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON** relating to taxation, imposing a square footage tax, and amending DMMC 3.84.050.

**WHEREAS**, RCW 35A.82.020 authorizes code cities to impose business licensing requirements and excises upon business transacted within such a city to the extent permitted by the general law, and

**WHEREAS**, in 2004, the City Council of the City of Des Moines enacted Ordinance no. 1355, enacting a Business and Occupation (B&O) tax at a rate of 0.2% of gross receipts of the business, codified at DMMC chapter 3.84, and

**WHEREAS**, in 2012, the City Council enacted Ordinance no. 1555 repealing and replacing DMMC chapter 3.84 to bring the B&O tax provisions in line with the model ordinance developed by the Association of Washington Cities to promote uniformity among Washington cities, and

**WHEREAS**, with the passage of several measures that limit sources of revenue for cities, including I-695 and I-747, the City B&O tax has become a significant stable source of ongoing revenue to help provide vital City services, such as public safety, roads maintenance, parks and recreation, and human services, and

**WHEREAS**, entities doing business in the City benefit from City services funded by the B&O tax and those services allow them to generate profits for shareholders, and

**WHEREAS**, the development of the Des Moines Creek Business Park has enabled millions of dollars of commercial activity to occur in the City, spread over more than a million square feet of commercial space, and

**WHEREAS**, despite the high level of commercial activity generated in the DMCBP benefitting from the provision of public safety and other services provided by the City, the B&O tax based on gross receipts has failed to assess an equitable tax burden on warehouse businesses relative to other businesses in the City, and

**WHEREAS**, other Washington cities have found that imposition of a business and occupation tax assessed on the square footage of



warehouse space utilized in the conduct of business in the city allowed the cities to bring more equity between businesses and generate revenue to fund important city services, and

**WHEREAS**, the City Council finds that imposition of a square footage tax in the City of Des Moines will likewise allow warehouse businesses to fund City services in a manner that more reasonably reflects the benefit received relative to other businesses located in the City and generate vital revenue to support those services, and

**WHEREAS**, the City Council finds that this Ordinance is appropriate and necessary to preserve the public health, safety, and general welfare; now therefore,

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

**Sec. 1.** DMMC 3.84.050 and section 6 of Ordinance No. 1555 are amended to read as follows:

**Imposition of the tax - Tax or fee levied.**

~~(1)~~ Except as provided in subsection (23) of this section and in the exemptions in DMMC 3.84.110, there is hereby levied upon and shall be collected from every person a tax for the act or privilege of engaging in business activities within the city, whether the person's office or place of business be within or without the city. The amount for the gross receipts tax shall be in amounts to be determined by application of rates against gross proceeds of sale, gross income of business, or value of products, including by-products, as the case may be, ~~as follows described in subsection (1) of this section. The amount for the square footage tax shall be determined by application of rates against the square footage of the business space within the city as described in subsection (2) of this section. The amount of tax due to the city shall be the larger of the amounts calculated under each tax, as measured for each tax reporting period.~~

(1) Gross receipts tax

(a) Upon every person engaging within the city in business as an extractor; as to such persons the amount of

the tax with respect to such business shall be equal to the value of the products, including by-products, extracted within the city for sale or for commercial or industrial use, multiplied by the rate of two-tenths of one percent. The measure of the tax is the value of the products, including by-products, so extracted, regardless of the place of sale or the fact that deliveries may be made to points outside the city.

(b) Upon every person engaging within the city in business as a manufacturer, as to such persons the amount of the tax with respect to such business shall be equal to the value of the products, including by-products, manufactured within the city, multiplied by the rate of two-tenths of one percent. The measure of the tax is the value of the products, including by-products, so manufactured, regardless of the place of sale or the fact that deliveries may be made to points outside the city.

(c) Upon every person engaging within the city in the business of making sales at wholesale, except persons taxable under subsection (2) of this section; as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of such sales of the business without regard to the place of delivery of articles, commodities or merchandise sold, multiplied by the rate of two-tenths of one percent.

(d) Upon every person engaging within the city in the business of making sales at retail, as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of such sales of the business, without regard to the place of delivery of articles, commodities or merchandise sold, multiplied by the rate of two-tenths of one percent.

(e) Upon every person engaging within the city in the business of (i) printing, (ii) both printing and publishing newspapers, magazines, periodicals, books, music, and other printed items, (iii) publishing newspapers, magazines and periodicals, (iv) extracting for hire, and (v) processing for hire; as to such persons, the amount of tax on such

business shall be equal to the gross income of the business multiplied by the rate of two-tenths of one percent.

(f) Upon every person engaging within the city in the business of making sales of retail services; as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of sales multiplied by the rate of two-tenths of one percent.

(g) Upon every other person engaging within the city in any business activity other than or in addition to those enumerated in the above subsections; as to such persons, the amount of tax on account of such activities shall be equal to the gross income of the business multiplied by the rate of two-tenths of one percent. This subsection includes, among others, and without limiting the scope hereof (whether or not title to material used in the performance of such business passes to another by accession, merger or other than by outright sale), persons engaged in the business of developing or producing custom software or of customizing canned software, producing royalties or commissions, and persons engaged in the business of rendering any type of service which does not constitute a sale at retail, a sale at wholesale, or a retail service.

(2) Square footage tax

(a) Upon every person who leases, owns, occupies, or otherwise maintains a business warehouse or outdoor warehouse within the city for purposes of engaging in business activities in the city there shall be a tax measured by the number of square feet of business warehouse floor space or outdoor warehouse space. Beginning January 1, 2025, the amount of the tax shall be equal to \$0.13 for each quarterly period of a calendar year for each square foot of business warehouse or outdoor warehouse floor space that is leased, owned, occupied, or otherwise maintained within the city during the reporting period, calculated to the nearest square foot. On January 1 of each successive year, the rate shall be increased by the product of the prior year's rate and the Consumer Price Index, All Urban Consumers, Seattle-Tacoma-Bellevue, Washington area, for the preceding 12-month period ending August 31st, published

by the U.S. Department of Labor, Bureau of Labor Statistics ("CPI"), rounded to the nearest tenth of one cent (\$0.001).

(b) For purposes of this subsection, "business warehouse" means every structure or any part thereof that is used for the storage of merchandise, goods, wares, commodities, inventory, materials, equipment or other items (whether or not for compensation) in furtherance of engaging in business.

(c) For purposes of this subsection, "outdoor warehouse" means an area that is outdoors and primarily used for the storage of merchandise, goods, wares, commodities, inventory, materials, equipment or other items (whether or not for compensation) in furtherance of engaging in business.

(d) For purposes of this subsection, the square footage of a business warehouse shall be computed by measuring to the inside finish of permanent outer building walls and shall include space used by columns and projections necessary to the building. Square footage shall not include stairs, elevator shafts, flues, pipe shafts, vertical ducts, heating or ventilation shafts, janitor closets, and electrical or utility closets.

(e) For purposes of this subsection, outdoor warehouse space is measured based on the entire space used for outdoor warehousing and is not measured solely based on the size of the goods, wares, merchandise, or commodities that are being stored. The square footage of an outdoor warehouse shall only include those areas used and/or intended to be used for the storage of goods, wares, merchandise, commodities, inventory, materials, equipment, or other items (whether or not for compensation) in furtherance of engaging in business.

Square footage shall not include: areas used only for employee, customer, or visitor parking; dock high loading areas; buildings or areas used only for retail floor space or rentals to consumers; landscaped areas; storm water facilities; maneuvering areas or drive aisles; areas used only for garbage or recycling pickup; rights-of-way; or

other areas clearly not used for the storage of items described in this subsection.

(f) Persons with more than one business warehouse or outdoor warehouse within the city must include all business warehouse floor space and outdoor warehouse space for all locations within the city.

(g) When a person rents space to another person, the person occupying the rental space is responsible for the square footage business tax on that rental space. Space rented for the storage of goods in a business warehouse or outdoor warehouse where no walls or other barriers separate the goods, and where the exclusive right of possession in the space is not held by the person to whom the space is rented, shall be included in the warehouse floor space of the person that operates the warehouse, and not by the person renting the warehouse space. Space rented out in "self-storage" facilities whereby customers have direct access to individual storage areas by separate entrances, shall be included in the warehouse business floor space of the person that operates the warehouse business, and not by the person renting the warehouse space.

(23) The gross receipts tax imposed in subsection (1) of this section shall not apply to any person whose gross proceeds of sales, gross income of the business, and value of products, including by-products, as the case may be, from all activities conducted within the city during any calendar year is equal to or less than \$50,000. The square footage tax imposed in subsection (2) of this section shall not apply to any person unless that person's total area of warehouse space within the city exceeds four thousand square feet.

## **Sec. 2. Petition for referendum.**

(1) **Referendum allowed.** A referendum procedure is required pursuant to RCW 35.21.706 for cities first imposing a business and occupation tax. A petition for referendum may be filed with the City Clerk within seven (7) days of passage of this ordinance. Within ten (10) days, the City Clerk shall confer with the Petitioner concerning form and style of the petition, issue the petition an identification number, and secure an accurate,

concise, and positive ballot title from the designated local official. The Petitioner shall have thirty (30) days in which to secure the signatures of not less than fifteen percent (15%) of the registered voters of the City, as of the last municipal general election, upon petition forms which contain the ballot title and the full text of the measure to be referred. The City Clerk shall verify the sufficiency of the signatures on the petition and, if sufficient valid signatures are properly submitted, shall certify the referendum measure to the next election ballot within the City or at a special election ballot as provided pursuant to RCW 35.17.260(2).

(2) **Exclusive referendum procedure.** The referendum procedure provided for in this ordinance shall be exclusive in all instances for any City ordinance imposing a business and occupation tax or increasing the rate of the tax, and shall supersede the procedures provided under chapter 35A.11 RCW and all other statutory or ordinance provisions for initiative or referendum which might otherwise apply.

**Sec. 3. Severability - Construction.**

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

(2) If the provisions of this ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this ordinance is deemed to control.

**Sec. 4. Effective date.** This ordinance shall take effect and be in full force on January 1, 2025.

**PASSED BY** the City Council of the City of Des Moines this \_\_\_\_ day of \_\_\_\_\_, 2024 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_

Ordinance No. \_\_\_\_  
Page 8 of 8

M A Y O R

APPROVED AS TO FORM:

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

ATTEST:

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

Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**CITY ATTORNEY'S FIRST DRAFT 11/13/2024**

**DRAFT ORDINANCE NO. 24-082-B**

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON** relating to taxation, imposing a square footage tax, and amending DMMC 3.84.050.

**WHEREAS**, RCW 35A.82.020 authorizes code cities to impose business licensing requirements and excises upon business transacted within such a city to the extent permitted by the general law, and

**WHEREAS**, in 2004, the City Council of the City of Des Moines enacted Ordinance no. 1355, enacting a Business and Occupation (B&O) tax at a rate of 0.2% of gross receipts of the business, codified at DMMC chapter 3.84, and

**WHEREAS**, in 2012, the City Council enacted Ordinance no. 1555 repealing and replacing DMMC chapter 3.84 to bring the B&O tax provisions in line with the model ordinance developed by the Association of Washington Cities to promote uniformity among Washington cities, and

**WHEREAS**, with the passage of several measures that limit sources of revenue for cities, including I-695 and I-747, the City B&O tax has become a significant stable source of ongoing revenue to help provide vital City services, such as public safety, roads maintenance, parks and recreation, and human services, and

**WHEREAS**, entities doing business in the City benefit from City services funded by the B&O tax and those services allow them to generate profits for shareholders, and

**WHEREAS**, the development of the Des Moines Creek Business Park has enabled millions of dollars of commercial activity to occur in the City, spread over more than a million square feet of commercial space, and

**WHEREAS**, despite the high level of commercial activity generated in the DMCBP benefitting from the provision of public safety and other services provided by the City, the B&O tax based on gross receipts has failed to assess an equitable tax burden on warehouse businesses relative to other businesses in the City, and

**WHEREAS**, other Washington cities have found that imposition of a business and occupation tax assessed on the square footage of



warehouse space utilized in the conduct of business in the city allowed the cities to bring more equity between businesses and generate revenue to fund important city services, and

**WHEREAS**, the City Council finds that imposition of a square footage tax in the City of Des Moines will likewise allow warehouse businesses to fund City services in a manner that more reasonably reflects the benefit received relative to other businesses located in the City and generate vital revenue to support those services, and

**WHEREAS**, the City Council finds that this Ordinance is appropriate and necessary to preserve the public health, safety, and general welfare; now therefore,

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

**Sec. 1.** DMMC 3.84.050 and section 6 of Ordinance No. 1555 are amended to read as follows:

**Imposition of the tax - Tax or fee levied.**

~~(1)~~ Except as provided in subsection ~~(23)~~ of this section and in the exemptions in DMMC 3.84.110, there is hereby levied upon and shall be collected from every person a tax for the act or privilege of engaging in business activities within the city, whether the person's office or place of business be within or without the city. The amount for the gross receipts tax shall be in amounts to be determined by application of rates against gross proceeds of sale, gross income of business, or value of products, including by-products, as the case may be, ~~as follows described in subsection (1) of this section. The amount for the square footage tax shall be determined by application of rates against the square footage of the business space within the city as described in subsection (2) of this section. The amount of tax due to the city shall be the larger of the amounts calculated under each tax, as measured for each tax reporting period.~~

(1) Gross receipts tax

(a) Upon every person engaging within the city in business as an extractor; as to such persons the amount of

the tax with respect to such business shall be equal to the value of the products, including by-products, extracted within the city for sale or for commercial or industrial use, multiplied by the rate of two-tenths of one percent. The measure of the tax is the value of the products, including by-products, so extracted, regardless of the place of sale or the fact that deliveries may be made to points outside the city.

(b) Upon every person engaging within the city in business as a manufacturer, as to such persons the amount of the tax with respect to such business shall be equal to the value of the products, including by-products, manufactured within the city, multiplied by the rate of two-tenths of one percent. The measure of the tax is the value of the products, including by-products, so manufactured, regardless of the place of sale or the fact that deliveries may be made to points outside the city.

(c) Upon every person engaging within the city in the business of making sales at wholesale, except persons taxable under subsection (2) of this section; as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of such sales of the business without regard to the place of delivery of articles, commodities or merchandise sold, multiplied by the rate of two-tenths of one percent.

(d) Upon every person engaging within the city in the business of making sales at retail, as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of such sales of the business, without regard to the place of delivery of articles, commodities or merchandise sold, multiplied by the rate of two-tenths of one percent.

(e) Upon every person engaging within the city in the business of (i) printing, (ii) both printing and publishing newspapers, magazines, periodicals, books, music, and other printed items, (iii) publishing newspapers, magazines and periodicals, (iv) extracting for hire, and (v) processing for hire; as to such persons, the amount of tax on such

business shall be equal to the gross income of the business multiplied by the rate of two-tenths of one percent.

(f) Upon every person engaging within the city in the business of making sales of retail services; as to such persons, the amount of tax with respect to such business shall be equal to the gross proceeds of sales multiplied by the rate of two-tenths of one percent.

(g) Upon every other person engaging within the city in any business activity other than or in addition to those enumerated in the above subsections; as to such persons, the amount of tax on account of such activities shall be equal to the gross income of the business multiplied by the rate of two-tenths of one percent. This subsection includes, among others, and without limiting the scope hereof (whether or not title to material used in the performance of such business passes to another by accession, merger or other than by outright sale), persons engaged in the business of developing or producing custom software or of customizing canned software, producing royalties or commissions, and persons engaged in the business of rendering any type of service which does not constitute a sale at retail, a sale at wholesale, or a retail service.

(2) Square footage tax

(a) Upon every person who leases, owns, occupies, or otherwise maintains a business warehouse or outdoor warehouse within the city for purposes of engaging in business activities in the city there shall be a tax measured by the number of square feet of business warehouse floor space or outdoor warehouse space. Beginning January 1, 2025, the amount of the tax shall be equal to \$0.135 for each quarterly period of a calendar year for each square foot of business warehouse or outdoor warehouse floor space that is leased, owned, occupied, or otherwise maintained within the city during the reporting period, calculated to the nearest square foot. On January 1 of each successive year, the rate shall be increased by three percent (3%), rounded to the nearest tenth of one cent (\$0.001).

(b) For purposes of this subsection, "business warehouse" means every structure or any part thereof that is used for the storage of merchandise, goods, wares, commodities, inventory, materials, equipment or other items (whether or not for compensation) in furtherance of engaging in business.

(c) For purposes of this subsection, "outdoor warehouse" means an area that is outdoors and primarily used for the storage of merchandise, goods, wares, commodities, inventory, materials, equipment or other items (whether or not for compensation) in furtherance of engaging in business.

(d) For purposes of this subsection, the square footage of a business warehouse shall be computed by measuring to the inside finish of permanent outer building walls and shall include space used by columns and projections necessary to the building. Square footage shall not include stairs, elevator shafts, flues, pipe shafts, vertical ducts, heating or ventilation shafts, janitor closets, and electrical or utility closets.

(e) For purposes of this subsection, outdoor warehouse space is measured based on the entire space used for outdoor warehousing and is not measured solely based on the size of the goods, wares, merchandise, or commodities that are being stored. The square footage of an outdoor warehouse shall only include those areas used and/or intended to be used for the storage of goods, wares, merchandise, commodities, inventory, materials, equipment, or other items (whether or not for compensation) in furtherance of engaging in business.

Square footage shall not include: areas used only for employee, customer, or visitor parking; dock high loading areas; buildings or areas used only for retail floor space or rentals to consumers; landscaped areas; storm water facilities; maneuvering areas or drive aisles; areas used only for garbage or recycling pickup; rights-of-way; or other areas clearly not used for the storage of items described in this subsection.

(f) Persons with more than one business warehouse or outdoor warehouse within the city must include all business warehouse floor space and outdoor warehouse space for all locations within the city.

(g) When a person rents space to another person, the person occupying the rental space is responsible for the square footage business tax on that rental space. Space rented for the storage of goods in a business warehouse or outdoor warehouse where no walls or other barriers separate the goods, and where the exclusive right of possession in the space is not held by the person to whom the space is rented, shall be included in the warehouse floor space of the person that operates the warehouse, and not by the person renting the warehouse space. Space rented out in "self-storage" facilities whereby customers have direct access to individual storage areas by separate entrances, shall be included in the warehouse business floor space of the person that operates the warehouse business, and not by the person renting the warehouse space.

(23) The gross receipts tax imposed in subsection (1) of this section shall not apply to any person whose gross proceeds of sales, gross income of the business, and value of products, including by-products, as the case may be, from all activities conducted within the city during any calendar year is equal to or less than \$50,000. The square footage tax imposed in subsection (2) of this section shall not apply to any person unless that person's total area of warehouse space within the city exceeds four thousand square feet.

## **Sec. 2. Petition for referendum.**

(1) **Referendum allowed.** A referendum procedure is required pursuant to RCW 35.21.706 for cities first imposing a business and occupation tax. A petition for referendum may be filed with the City Clerk within seven (7) days of passage of this ordinance. Within ten (10) days, the City Clerk shall confer with the Petitioner concerning form and style of the petition, issue the petition an identification number, and secure an accurate, concise, and positive ballot title from the designated local official. The Petitioner shall have thirty (30) days in which to secure the signatures of not less than fifteen percent (15%) of

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the registered voters of the City, as of the last municipal general election, upon petition forms which contain the ballot title and the full text of the measure to be referred. The City Clerk shall verify the sufficiency of the signatures on the petition and, if sufficient valid signatures are properly submitted, shall certify the referendum measure to the next election ballot within the City or at a special election ballot as provided pursuant to RCW 35.17.260(2).

(2) **Exclusive referendum procedure.** The referendum procedure provided for in this ordinance shall be exclusive in all instances for any City ordinance imposing a business and occupation tax or increasing the rate of the tax, and shall supersede the procedures provided under chapter 35A.11 RCW and all other statutory or ordinance provisions for initiative or referendum which might otherwise apply.

**Sec. 3. Severability - Construction.**

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

(2) If the provisions of this ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this ordinance is deemed to control.

**Sec. 4. Effective date.** This ordinance shall take effect and be in full force on January 1, 2025.

**PASSED BY** the City Council of the City of Des Moines this \_\_\_\_ day of \_\_\_\_\_, 2024 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

APPROVED AS TO FORM:

Ordinance No. \_\_\_\_  
Page 8 of 8

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

ATTEST:

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

Published: \_\_\_\_\_

Effective Date: \_\_\_\_\_

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: City of Des Moines’ Mission, Vision & Values

FOR AGENDA OF: December 12, 2024

DEPT. OF ORIGIN: City Manager’s Office

ATTACHMENTS:

DATE SUBMITTED: December 3, 2024

- 1. City of Des Moines’ Mission & Vision

CLEARANCES:

- City Clerk \_\_\_\_\_
- Communications \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance \_\_\_\_\_
- 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 seek City Council’s formal approval of the Mission, Vision, and Values Statement created and designed by City Council on November 17, 2024.

**Suggested Motion**

**Motion:**  
“I move to approve the City of Des Moines’ Mission, Vision, and Values Statement.”



**Background**

The City Council met on November 17, 2024 to create the Mission, Vision, and Core Values Statement for the City of Des Moines. This document will provide important guidance to the organization moving forward.

**Discussion**

**Alternatives**

**Financial Impact**

**Recommendation**

Administration recommends approval of the motion.



# Mission & Vision

Des Moines is a waterfront community committed to building a safe, sustainable environment, by providing a high quality of life for all to live, work and play.

## VISION

To be the premiere marine destination in the Pacific Northwest.

## VALUES

Core Values of the City of Des Moines are:

- Safety
- Sustainability
- Integrity
- Transparency
- Innovation

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: 2024 Annual Budget Amendments

FOR AGENDA OF: December 12, 2024

ATTACHMENTS:

- 1. Draft Ordinance No. 24-104

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: December 3, 2024

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Director of Marina Redevelopment \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *[Signature]*
- 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 for the City Council to consider Draft Ordinance 24-104, amending the 2024 Annual Budget.

**Suggested Motion**

MOTION: "I move to enact Draft Ordinance No. 24-104 relating to municipal finance, amending the 2024 Annual Budget adopted in Ordinance No. 1779."

**Background**

Budget amendments are used by local governments to make adjustments to their approved budgets during the fiscal year. This process allows the City to respond to changing financial conditions, new priorities, or unforeseen expenses that arise after the budget has been adopted.

Additional changes in revenues and expenditures, for all funds, from forecasts used to create the 2024 budget, enacted by Ordinance No. 1779 are in accordance with council direction and approval for fiscal year 2024.

**Discussion**

The 2024 Annual Budget presented on November 9, 2023 was based upon an estimated carry-forward of the 2023 year-end fund balances. Appendix “A” shows amended 2024 beginning fund balances, which are the actual 2023 ending fund balances.

One budget amendment concerns the allocation of American Rescue Plan Act (ARPA) funds. All ARPA funds are required by the federal government to be obligated by December 31, 2024. Any ARPA funds not obligated by the deadline are to be returned to the federal government.

It was expected that the City would have all funds obligated by the deadline. However, there has been a recent delay in the Marina Steps project resulting in an amount of ARPA funds equaling \$1,308,400 in peril of being unobligated at December 31, 2024.

Given the quickly approaching deadline and the financial needs of the General Fund, it is staff’s recommendation that \$1,228,400 be redirected from the Marina Steps to the General Fund where it can be applied to 2024 expenditures. Also, the remaining \$80,000 would be reallocated from the Marina Steps to the Facility Repair and Replacement Fund in order to fund the new roof for the Senior Center.

Changes in budget amounts are detailed below:

| General Fund               | Change in Budget |             | Footnote | Description                           |
|----------------------------|------------------|-------------|----------|---------------------------------------|
|                            | Revenue          | Expenditure |          |                                       |
| Interfund Transfers        | 255,299          |             | 1        | Transfer in from Municipal Facilities |
| Interfund Transfers        | 1,228,400        |             | 2        | Transfer in from ARPA Fund            |
| <b>Department Total</b>    | <b>1,483,699</b> | -           |          |                                       |
| <b>Total General Funds</b> | <b>1,483,699</b> | -           |          |                                       |

**GENERAL FUND FOOTNOTES**

- 1) Two capital projects were completed without having spent the full allocation of General Fund money dedicated to the project. These funds were returned to the General Fund in September when the projects closed. This amendment captures the transaction in the budget.
- 2) ARPA funds allocated to the Marina Steps would be redirected to the General Fund to fund 2024 expenditures.

| FUND  | Change in Budget |                | Footnote | Description                                      |
|---|------------------|----------------|----------|--|
|   | Revenue          | Expenditure    |          |  |
| Waterfront Zone - 141                         |                  | 15,000         |          | Garbage Service                                  |
| Waterfront Zone - 141                         |                  | 3,000          |          | Professional Services                            |
|   | -                | <b>18,000</b>  |          |  |
| 2023 LTGO Debt Service - 203                  | (116,952)        |                | 1        | Transfer in from Waterfront Zone                 |
|   | <b>(116,952)</b> | -              |          |  |
| Municipal Capital Improvements - 310          | (1,228,400)      |                | 2        | Transfer in from ARPA Fund                       |
| Municipal Capital Improvements - 310          | 254,000          |                | 3        | Transfer in from REET 2 Fund                     |
| Municipal Capital Improvements - 310          | 30,000           |                | 3        | Transfer in from Park Levy Fund                  |
| Municipal Capital Improvements - 310          | 50,000           |                | 3        | Transfer in from Park In Lieu Fund               |
|   | <b>(894,400)</b> | -              |          |  |
| Transportation Capital Improvement Fund - 319 | 755,000          |                | 3        | Transfer in from Arterial Street Fund            |
| Transportation Capital Improvement Fund - 319 | 426,000          |                | 3        | Transfer in from Traffic Impact - City Wide Fund |
| Transportation Capital Improvement Fund - 319 | 25,000           |                | 3        | Transfer In from One-Time Tax Fund               |
| Transportation Capital Improvement Fund - 319 | 236,000          |                | 3        | Transfer in from Traffic In Lieu Fund            |
| Transportation Capital Improvement Fund - 319 | 150,000          |                | 3        | Transfer in from Redondo Speed Enforcement Fund  |
|   | <b>1,592,000</b> | -              |          |  |
| Facility Repair and Replacement Fund - 506    |                  | 255,299        | 4        | Transfer out to General Fund                     |
| Facility Repair and Replacement Fund - 506    | 80,000           |                | 2        | Transfer in from ARPA Fund                       |
|   | <b>80,000</b>    | <b>255,299</b> |          |  |
|   | <b>660,648</b>   | <b>273,299</b> |          |  |

**OTHER FUNDS FOOTNOTES**

- 1) A reduction in a transfer in to the Debt Service Fund as the transfer was over-budgeted. The resulting amount after the reduction matches the transfer out expenditure from the Waterfront Zone.
- 2) ARPA funds that were dedicated to the Marina Steps would fund the new roof for the Senior Center.
- 3) These amendments recognize the revenue from transfers related to the Capital Improvements Plan adopted by Council on September 25, 2024. These amendments bring the total “Transfer In” amount in line with the total “Transfer Out” balance in the City-wide budget.
- 4) Two capital projects with dedicated General Fund funding were completed without having spent the full amount of funding from the General Fund. These funds were returned to the General Fund in September when the projects were closed. This amendment captures the transaction in the budget.

**Recommendation**

Staff recommends enacting Draft Ordinance 24-104.

**CITY ATTORNEY'S FIRST DRAFT 12/3/2024**

**DRAFT ORDINANCE NO. 24-104**

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON** relating to municipal finance, amending Ordinance No. 1779 (uncodified) (Budget 2024) and authorizing certain expenditures in the amounts specified in this Ordinance.

**WHEREAS**, the City Council finds that current and capital revenues and expenditures for the City differ from forecasts used to create the 2024 budget, enacted by Ordinance No. 1779, and further finds that such differences justify certain adjustments regarding obligations incurred and expenditures of proceeds for fiscal year 2024, and

**WHEREAS**, the City Council finds that the 2024 budget amendments to the City's budget are in the public interest; now therefore,

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

**Sec. 1. Finding.** Each and every of the findings expressed in the recitals to this Ordinance are hereby adopted and incorporated by reference.

**Sec. 2. Amendment to 2024 Budget.** Appendix "A" of Ordinance No. 1779 (Uncodified) (2024 Budget) are amended by Appendix "A" attached to this Ordinance and incorporated herein by this reference as though fully set out.

**Sec. 3. Ratification and confirmation.** All acts taken by City officers and staff prior to the enactment of this Ordinance that are consistent with and in furtherance of the purpose or intent of this Ordinance are hereby ratified and confirmed by the City Council.

**Sec 4. Severability - Construction.**

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this Ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance.

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(2) If the provisions of this Ordinance are found to be inconsistent with the other provisions of the Des Moines Municipal Code, this Ordinance is deemed to control.

**Sec 5. Effective date.** This Ordinance shall take effect and be in full force (5) five days after its final passage by the Des Moines City Council.

**PASSED BY** the City Council of the City of Des Moines this \_\_\_\_ day of \_\_\_\_\_, 2024 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

APPROVED AS TO FORM:

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

ATTEST:

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

Published: \_\_\_\_\_

DRAFT ORDINANCE NO.24-104- APPENDIX A  
SUMMARY OF SOURCES AND USES - 2024 AMENDED BUDGET

| FUNDS                               | 2024 ORIGINAL BUDGET   |             |             | 2024 AMENDED BUDGET    |            |             |
|-------------------------------------|------------------------|-------------|-------------|------------------------|------------|-------------|
|                                     | Beginning Fund Balance | Revenue     | Expenditure | Beginning Fund Balance | Revenue    | Expenditure |
| <b>Special Revenue</b>              | 4,671,467              | 26,153,182  | 26,250,237  | 4,671,467              | 28,713,064 | 28,204,292  |
| General Fund                        | 814,573                | 2,400,331   | 2,198,602   | 814,573                | 2,680,331  | 2,298,602   |
| Streets                             | 2,887,697              | 1,122,500   | 1,308,000   | 2,887,697              | 1,122,500  | 2,283,000   |
| Arterial Pavement                   | 1,299,846              | 2,778,462   | 3,582,824   | 1,299,846              | 2,908,025  | 3,582,824   |
| Development                         | 137,857                | 26,000      | 20,500      | 137,857                | 26,000     | 20,500      |
| Police Drug Seizure                 | 178,550                | 110,750     | 130,000     | 178,550                | 110,750    | 150,000     |
| Hotel-Motel Tax                     | 92,852                 | 30,000      | 30,000      | 92,852                 | 30,000     | 34,500      |
| Affordable Housing Tax              | 164,285                | 1,750       | 3,973,617   | 164,285                | 4,418,975  | 4,583,230   |
| American Rescue Plan Act            | 30,154                 | 69,500      | 102,151     | 30,154                 | 169,500    | 161,949     |
| Redondo Zone                        | 97,909                 | 260,750     | 356,204     | 97,909                 | 260,750    | 288,252     |
| Waterfront Zone                     | 646,711                | 141,500     | 77,924      | 646,711                | 141,500    | 227,487     |
| PBPV Automation Fee                 | -                      | 5,000       | 5,000       | -                      | 5,000      | 5,000       |
| Urban Forestry                      | -                      | 5,500       | 2,500       | -                      | 5,500      | 2,500       |
| Abatement                           | 38,708                 | 381,500     | 442,000     | 38,708                 | 381,500    | 442,000     |
| Automated Speed Enforcement (ASE)   | 322,947                | -           | 442,000     | 322,947                | 800,000    | 530,000     |
| Redondo Speed Enforcement           | -                      | -           | -           | -                      | -          | 270,000     |
| Transportation Benefit District     | 2,683,707              | 959,000     | 1,450,000   | 2,683,707              | 959,000    | 1,450,000   |
| Total Special Revenue Funds         | 9,395,766              | 8,292,543   | 13,619,522  | 9,395,766              | 14,019,331 | 16,069,844  |
| <b>Debt Service</b>                 | 9,318                  | 234,576     | 234,576     | 9,318                  | 234,576    | 234,576     |
| FEET 2 Debt Service                 | -                      | 800,000     | 9,808,000   | -                      | 683,048    | 800,000     |
| 2023 LILO Debt Service              | 113,222                | 226,600     | 226,600     | 113,222                | 226,600    | 226,600     |
| 2018 LILO Debt Service              | 122,540                | 1,261,176   | 10,289,176  | 122,540                | 1,144,224  | 1,261,176   |
| Total Debt Service Funds            | 2,510,960              | 560,000     | 1,546,576   | 2,510,960              | 660,000    | 1,545,000   |
| <b>Capital Project</b>              | 1,577,833              | 421,145     | 195,500     | 1,577,833              | 652,500    | 1,839,576   |
| FEET 1                              | 421,145                | 195,500     | 285,000     | 421,145                | 195,500    | 335,000     |
| Park Levy                           | 363,033                | 100,750     | 46,000      | 363,033                | 100,750    | 76,000      |
| Park In Lieu                        | 1,753,348              | 5,000       | 660,000     | 1,753,348              | 5,000      | 685,000     |
| One Time Sales Tax                  | 11,382,932             | 15,626,000  | 16,558,359  | 11,382,932             | 5,723,600  | 16,558,359  |
| Municipal Capital Improvements      | 683,611                | 8,008,000   | 8,320,641   | 683,611                | 9,630,000  | 8,420,641   |
| Transportation Capital Improvements | 408,772                | 452,500     | 540,000     | 408,772                | 452,500    | 776,000     |
| Traffic In Lieu                     | 1,151,993              | 301,250     | 473,000     | 1,151,993              | 301,250    | 899,000     |
| Traffic Impact - City Wide          | 607,052                | 100,750     | -           | 607,052                | 100,750    | -           |
| Traffic Impact - Pac Ridge (S)      | 20,860,679             | 25,502,250  | 30,015,576  | 20,860,679             | 17,821,650 | 31,134,576  |
| Total Capital Project Funds         | 16,883,153             | 5,163,967   | 13,160,007  | 16,883,153             | 5,163,967  | 13,160,007  |
| <b>Enterprise</b>                   | 3,112,974              | 6,162,436   | 7,657,981   | 3,112,974              | 6,162,436  | 9,154,981   |
| Marina                              | 47,996,127             | 12,560,538  | 21,829,887  | 47,996,127             | 11,326,403 | 22,314,988  |
| Events and Facilities Rentals       | -                      | 1,234,135   | -           | -                      | -          | -           |
| Surface Water Management            | -                      | -           | -           | -                      | -          | -           |
| Total Enterprise Funds              | 102,202                | 1,238,024   | 811,082     | 102,202                | 1,238,024  | 846,082     |
| <b>Internal Service</b>             | 5,403,358              | 753,280     | 1,122,000   | 5,403,358              | 753,280    | 1,122,000   |
| Equipment Rental Operations         | 769,951                | 461,150     | 546,000     | 769,951                | 541,150    | 881,299     |
| Equipment Rental Replacement        | 1,640,668              | 1,286,315   | 1,286,927   | 1,640,668              | 4,112,800  | 1,113,483   |
| Facility Repair and Replacement     | 876,768                | 51,950      | 42,500      | 876,768                | 1,286,315  | 1,283,927   |
| Computer Replacement                | 512,272                | 4,203,519   | 4,728,944   | 512,272                | 51,950     | 67,500      |
| Self Insurance                      | 9,305,219              | 78,573,208  | 106,770,692 | 9,305,219              | 4,283,519  | 5,140,783   |
| Unemployment Insurance              | 92,351,798             | 106,770,692 | 63,954,314  | 92,351,798             | 77,308,391 | 104,125,669 |
| Total Internal Service Funds        | 92,351,798             | 78,573,208  | 106,770,692 | 92,351,798             | 77,308,391 | 104,125,669 |
| <b>Ending Fund Balance</b>          | 1,076,183              | 1,954,055   | 1,483,699   | 1,076,183              | 1,954,055  | 1,483,699   |
| <b>Revenue</b>                      | 1,234,135              | 1,497,000   | 1,489,700   | 1,234,135              | 1,489,700  | 1,489,700   |
| <b>Expenditure</b>                  | 1,234,135              | 485,101     | -           | 1,234,135              | 485,101    | -           |
| <b>Revenue</b>                      | 1,234,135              | 1,497,000   | 1,489,700   | 1,234,135              | 1,489,700  | 1,489,700   |
| <b>Expenditure</b>                  | 1,234,135              | 485,101     | -           | 1,234,135              | 485,101    | -           |
| <b>Revenue</b>                      | 1,234,135              | 1,497,000   | 1,489,700   | 1,234,135              | 1,489,700  | 1,489,700   |
| <b>Expenditure</b>                  | 1,234,135              | 485,101     | -           | 1,234,135              | 485,101    | -           |
| <b>Revenue</b>                      | 1,234,135              | 1,497,000   | 1,489,700   | 1,234,135              | 1,489,700  | 1,489,700   |
| <b>Expenditure</b>                  | 1,234,135              | 485,101     | -           | 1,234,135              | 485,101    | -           |
| <b>Revenue</b>                      | 1,234,135              | 1,497,000   | 1,489,700   | 1,234,135              | 1,489,700  | 1,489,700   |
| <b>Expenditure</b>                  | 1,234,135              | 485,101     | -           | 1,234,135              | 485,101    | -           |
| <b>Revenue</b>                      | 1,234,135              | 1,497,000   | 1,489,700   | 1,234,135              | 1,489,700  | 1,489,700   |
| <b>Expenditure</b>                  | 1,234,135              | 485,101     | -           | 1,234,135              | 485,101    | -           |
| <b>Revenue</b>                      | 1,234,135              | 1,497,000   | 1,489,700   | 1,234,135              | 1,489,700  | 1,489,700   |
| <b>Expenditure</b>                  | 1,234,135              | 485,101     | -           | 1,234,135              | 485,101    | -           |
| <b>Revenue</b>                      | 1,234,135              | 1,497,000   | 1,489,700   | 1,234,135              | 1,489,700  | 1,489,700   |
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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: Public Hearing:  
2025/2026 Biennial Budget

FOR AGENDA OF: December 12, 2024

DEPT. OF ORIGIN: Finance

ATTACHMENTS:

1. Draft Ordinance 24-089
2. Appendix A 2025/2026 Biennial Budget

DATE SUBMITTED: December 5, 2024

**Accompanying documentation  
will be provided by 4:30PM on  
Monday, December 9th**

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *[Signature]*
- 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 hold the second reading of the 2025/2026 Biennial Budget for City Council consideration and approval. The first public hearing was held on October 24, 2024.

**Suggested Motion**

**Motion 1:** “I move to pass Draft Ordinance No 24-089, establishing the 2025/2026 Biennial Budget for the fiscal years ending December 31, 2025 and December 31, 2026.

**Recommendation**

Staff recommends that the City Council enact Draft Ordinance 24-089.

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Draft Ordinance 24-088 - Suspending restriction on use of one-time revenue for 2025 and 2026

FOR AGENDA OF: December 12, 2024

DEPT. OF ORIGIN: Finance

ATTACHMENTS:

- 1. Draft Ordinance 24-088

DATE SUBMITTED: December 3, 2024

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *ML* \_\_\_\_\_
- 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 for the City Council to consider Draft Ordinance No. 24-088, which would suspend the restriction on the use of one-time revenue for general fund expenditures contained in chapter 3.100 DMMC for the years 2025 and 2026 in order to ensure the City can maintain sufficient cash reserves to meet its obligations.

**Suggested Motions**

**Motion 1:** "I move to enact Draft Ordinance No. 24-088, amending DMMC 3.100.020, and lifting the restriction on the use of one-time revenue in the general fund budget for the years 2025 and 2026."

## **Background**

The City of Des Moines has faced challenging budget deficits, particularly in the General Fund, for many years, stretching back to the passage of I-695 in 1999. The City has used a variety of strategies to balance the budget over the years, including positions cuts, use of one-time revenues, instituting new revenues, furloughs, employees voluntarily reducing their Cost of Living Adjustments, changes to benefit programs, reorganizations, etc.

Starting in the budget year 2017, following a long period of financial instability, the Des Moines City Council adopted strong, solvent, and sustainable budgets using sound budgetary policies. This work has resulted in healthy reserves in excess of the recommended best practice of the Government Financial Officers Association. These reserves allow the City to easily weather the ordinary economic upturns and downturns that occur in ordinary times without any interruption in essential services.

One cornerstone of these policies is the principal that ongoing expenses should be funded by ongoing, structural revenue. The City Council has codified this principle at chapter 3.100 DMMC, forbidding the use of one-time revenue for general fund expenditures. The City Council adopted preliminary budgets for the years 2017 through 2023 using this principle.

In the winter of early 2020, an outbreak of the virus SARS-CoV-2 and its associated disease COVID-19 struck the United States. The disruption to lives and employment caused by the COVID-19 pandemic was significant and caused impacts to the local, state, national, and worldwide economies that could not be accurately predicted with any degree of certainty. The City Council waived the restriction on the use of one-time revenue in the years since to provide budget flexibility in the face of possible revenue shortfalls due to the COVID-19 pandemic with the understanding that the restriction would return to force when the financial situation stabilized.

While the Emergency Declaration has been rescinded and the direct effects of COVID no longer affect City finances, indirect financial ramifications of the COVID-19 pandemic have created new budget challenges for the City. The primary challenge is related to the City's largest source of revenue, property tax. State law does not allow the City to increase the total amount of property tax collected on all land and existing improvements in the City by more than 1% from the prior year without the approval of the voters. In typical years with inflation rates of 2-4%, expenses increase by a small amount relative to revenue, which must be addressed through adjustments to the budget.

In the wake of COVID, however, the total inflation for the past four years has totaled approximately 25%, resulting in a significant cost in ongoing expenses, while the 1% annual cap on property tax levies has held revenue increases far below. American Rescue Plan Act (ARPA) funds helped lessen the effect of this growing gap in the years since the beginning of the pandemic, but those funds will be fully expended in 2025.

Staff and the Council have aggressively pursued measures to reduce the large and still growing gap between revenue and expenses through the process of producing the 2025-2026 biennial budget. The strategies included increasing existing revenue, new sources of revenue, one-time expense cuts, and structural cuts to expenses. The resulting product reduces the gap between expected revenue and expected expenses in the general fund from approximately 4 million dollars to less than one million dollars, with the remaining gap to be addressed through still to be determined employee expenses.

### **Discussion**

From June of 2020 through June of 2024, costs in the Seattle area have risen 24%. Cities, like the City of Des Moines, that rely on property tax as a major revenue source have felt budgetary strain as revenue growth has been unable to keep up with the increase in costs. Therefore, the City placed a ballot measure on the ballot in two elections in 2024 with hopes of raising revenue. However, voters did not approve a property tax increase. As a result, the City has had to close a budget gap that originally exceeded \$4.5 million while trying to maintain service levels expected by the community.

Various budget strategies are included in the 2025/2026 biennial budget, one of which is retaining one-time sales tax and one-time business and occupation tax in the General Fund.

In addition to the budgeting challenges facing the City, the State of Washington has calculated that the City's cash sufficiency is "concerning". The City finished 2023 with \$2,314,021 which would be enough to cover operating expenses for 32 days. The recommended threshold is 60 days. Cash required to meet the minimum 60 day threshold was \$4,280,081. The City was nearly \$2 million short of a healthy cash position in the General Fund.

Retaining one-time tax in the General Fund will aid the City in providing services to the community in 2025 and 2026 while strengthening the General Fund's cash position.

While the Draft Ordinance will give the City Council the ability to use one-time revenues for the general budget in 2025 and 2026, the Council is not required to do so. Whether the Council does so, and to what extent, are policy decisions to be made at future Council meetings, based on facts and circumstances that exist at that time. This Draft Ordinance applies only to the years 2025 and 2026, and the restriction on one-time revenue will return in the year 2027 and going forward without additional action by the Council.

### **Alternatives**

The Council may:

1. Adopt the Draft Ordinance as written
2. Decline to adopt the Draft Ordinance
3. Adopt the Draft Ordinance with amendments

### **Recommendation**

Staff recommends that the City Council adopt Draft Ordinance 24-088 as written.

**CITY ATTORNEY'S FIRST DRAFT 12/3/2024**

**DRAFT ORDINANCE NO. 24-088**

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON** relating to the use of one-time revenues, and amending DMMC 3.100.020.

**WHEREAS**, the City Council of the City of Des Moines has found that using one-time revenues rather than structural ongoing revenue streams to support ongoing expenses in the City general fund was an unsustainable practice, and

**WHEREAS**, the City Council enacted Ordinance No. 1561 on December 13, 2012, defining one-time revenue, creating phased-in restrictions on the use of one-time revenue in the budget, and codifying a new chapter in Title 3 DMMC, and

**WHEREAS**, since enactment of the Ordinance, the City Council has frequently altered the phase-in schedule to address budget issues, and

**WHEREAS**, the City Council finds that the flexibility to use one-time revenues for 2025-26 is necessary to be able to continue providing vital City services without interruption, and

**WHEREAS**, the City Council finds that the amendments contained in this Ordinance are appropriate and necessary for the preservation of the public health and welfare; now therefore,

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

**Sec. 1.** DMMC 3.100.020 and section 1 (part) of Ordinance No. 1561 as amended by section 1 of Ordinance No. 1607 as amended by section 1 of Ordinance No. 1637, as amended by section 1 of Ordinance No. 1735, as amended by section 1 of Ordinance No. 1741, as amended by section 1 of Ordinance No. 1766, as amended by section 1 of Ordinance No. 1781 are amended to read as follows:

**3.100.020. Phased-in expenditure requirements created.**

(1) For the calendar years of ~~2023~~2024 and 2026, the total amount of one-time revenues to be

Ordinance No. \_\_\_\_  
Page 2 of 3

used to fund the ~~2023-2024~~ 2024-2025 and 2026 general fund budget shall not be restricted.

(2) For the calendar year of ~~2024-2025~~ 2025-2026 and beyond, no one-time revenues shall be used to fund the general fund budget.

**Sec. 2. Severability - Construction.**

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

(2) If the provisions of this ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this ordinance is deemed to control.

**Sec. 3. Effective date.** This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

**PASSED BY** the City Council of the City of Des Moines this \_\_\_\_ day of \_\_\_\_\_, 2024 and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2024.

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

APPROVED AS TO FORM:

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

ATTEST:

\_\_\_\_\_

Ordinance No. \_\_\_\_  
Page 3 of 3

City Clerk

Published: \_\_\_\_\_, 2024

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Des Moines Marina Steps Project –  
Bid Rejection

FOR AGENDA OF: December 12, 2024

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

- 1. Des Moines Marina Steps - Bid Results Discussion

DATE SUBMITTED: December 4, 2024

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this agenda item is to seek City Council concurrence to reject bids for the Des Moines Marina Steps Project.

**Suggested Motions**

**Motion:** "I move to reject bids received for the Des Moines Marina Steps Project."



### **Background**

The Des Moines Marina Steps Project aims to create a pedestrian connection between the Downtown and Marina floor, as part of the holistic Marina Redevelopment Projects. The focus is to enhance the pedestrian experience for residents and visitors. The project team has worked on the project since 2023 and has incorporated public feedback collected from the fall 2023 survey and the February 2024 public open house to create a stronger, community informed project.

City staff successfully obtained all of the necessary permitting to begin the construction phase of the project in the first quarter of 2025 with an anticipated completion date in the first quarter of 2026.

On October 9, 2024, staff advertised the Des Moines Marina Steps Project for solicitation of bids.

### **Discussion**

The Des Moines Marina Steps Project was advertised for bids in accordance with state law, WSDOT LAG Manual, and requirements for competitive bidding of public works contracts. Only two bids from Active Construction Inc. (ACI) and A-1 Landscaping and Construction were received for the project and they were significantly outside the expected bid range. The Engineer's Estimate was \$8,167,151.00 while the responsive low bid from ACI was \$11,741,741.00. The other bid from A-1 Landscaping and Construction was \$12,512,989.00.

City staff and KPFF Consulting Engineers performed a bid review and concluded that the bids were significantly higher than the Engineer's Estimate due to the following reasons:

- **Specialty Pricing:** The Marina Steps design has many special features with specific procurement and construction methods that bidders had not encountered before, which resulted in higher costs. This includes items such as special concrete finishes that require a significant amount of time to carefully install. Additionally, some unique features were found to be not easily sourced.
- **Lump Sum Risk:** The project was released as a lump sum project versus unit bid. This required contractors to determine material quantities on their own to support their lump sum bid. This may have caused contractors to opt out of bidding entirely or incorporate additional contingency to cover the risk of any errors in quantity measurements during bidding.
- **Pre-bid site walk:** There were 21 contractors that attended the pre-bid site walk and it may have discouraged some perspective bidders from pursuing the project.

City staff and the KPFF design team are actively evaluating all alternatives in order to move the project forward. Staff recognizes this is a high priority project and is seeking to understand what options the City has to construct the Marina Steps within the available financial resources.

Staff is evaluating an option to rebid the project using a unit price bid in order to reduce risk on potential contractors. Staff will also evaluate aspects of the project where costs can potentially be reduced while still incorporating the unique design features of the project. The City will pursue these options and keep the Council aware of further developments.

### **Alternatives**

The City Council could elect not to reject the bids. This is not recommended as the City does not have adequate funding within the project budget to award the bid.

**Financial Impact**

Financial impact is undetermined at this time. Staff is working with the consultant team to identify potential alternatives for proceeding with the project construction phase.

**Recommendation**

Staff recommends the adoption of the motion.

**Council Committee Review**

Not applicable.



## MEMO

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*Date:* December 2, 2024  
*To:* Tommy Owen, PE – City Engineer, Des Moines  
*From:* Puja Kashyap, PE – KPFF Consulting Engineers  
*Subject:* Des Moines Marina Steps – Bid Results Discussion

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Of the twenty-one contractors who attended the Des Moines Marina Steps pre-bid site walks, only two submitted bids. Both bids received were significantly higher than the Engineer's Estimate. The Engineer's Estimate was \$8,167,151 and the two bids received were \$11,700,000 (ACI) and \$12,500,000 (A-1 Landscape).

The number of bids received was lower than expected, and the bids themselves were outside the expected bid range. Based on conversations with contractors who participated in some or all of the bid process, we understand the biggest factors for the price discrepancy and low number of bids are:

- **Specialty Pricing:** Some features included in the bid documents require special procurement and construction methods that bidders had not encountered before; this resulted in higher prices than anticipated.
- **Lump Sum Risk:** Release of the bid documents as a lump sum project required contractors to determine material quantities to support their bid numbers. This caused contractors to opt out of bidding entirely or incorporate additional contingency to cover the risk of any errors in quantity measurements during bidding.
- The number of bidders who attended the pre-bid site walk was high, and that discouraged some perspective bidders from pursuing the project.

We recommend the City of Des Moines consider rejecting the bid and consider options for rebidding the project at a future time.

Memo

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: 2025 And 2026 Human Services  
Advisory Committee – Funding Recommendations

FOR AGENDA OF: December 12, 2024

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

1. 2025 and 2026 Funding Recommendations for Human Services.

DATE SUBMITTED: December 02, 2024

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *ADD 2/1*
- Human Resources \_\_\_\_\_
- Legal /s/ TG
- Marina \_\_\_\_\_
- Police \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works *ELM*

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: *Katherine Coffey*

**Purpose and Recommendation**

The purpose of this agenda item is to request City Council approval of the 2025 and 2026 Human Services funding recommendation amendment, in the amount of \$145,000.

**Suggested Motion**

Motion: "I move to approve 2025-26 Human Service Funding recommendations and authorize the City Manager to sign contracts with the non-profit agencies identified in the attachment."

### **Background**

The Des Moines Human Services Advisory Committee carefully reads and reviews Human Services agencies grant applications for funding on a biennial basis. For the 2025-2026 funding cycle, 73 King County agencies requested funding. While the City of Des Moines does not generally provide direct funding to residents for social services, the City contracts with non-profit service providers to provide direct services to residents. In 2019/2020 Council awarded funding in the amount of \$125,000. \$175,000 in 2021/2022, and \$250,000 for the years 2023 and 2024. Some ARPA funds were used during the Pandemic to increase the amount of funds awarded.

City staff and the Committee have created specific funding criteria that gives priority to programs that assist Des Moines community members to:

- Have secure, affordable housing and food adequate to their needs.
- Be safe from violence within their families, neighborhoods and communities.
- Be healthy, physically and mentally.
- Have the education and job skills that lead to employment in living wage jobs.
- Have early childhood education and youth success.

### **Discussion**

The Committee met six times over a period of eight months to review the applications received. The recommendations in the attachment represent their careful consideration of all the funding requests and their collective decision based on the funding priorities identified above. Additionally, all of the organizations recommended for funding, are agencies also financially supported by other cities within our region. This collaborative funding process between neighboring cities allows all cities to support the agencies that are effectively serving all of our communities with shared needs, such as food insecurity, job training, and mental health services.

### **Alternatives**

Reject human services funding or make changes to the awards (Not recommended).

### **Financial Impact**

\$145,000 has been allocated for funding for the selected nonprofit agencies for 2025 and 2026

### **Recommendation**

Staff recommends approval of the motion.

**HUMAN SERVICES ADVISORY COMMITTEE  
2025/26 FUNDING RECOMMENDATIONS**

\*2026 Subject to available funds.

| <b>Requesting Agency</b>                          | <b>Grant Summary</b>   | <b>2024<br/>Funding<br/>Amount</b> | <b>2025<br/>Requested<br/>Amount</b> | <b>Funding<br/>Recommen-<br/>dation per<br/>year</b> |
|---|--|------------------------------------|--------------------------------------|--|
| 1. Babies of Homelessness<br>Done                 | Diaper Bank program through direct service, partner distribution and mobile service/To partner with Food Bank for distribution | \$5,000                            | \$15,000                             | \$5,000  |
| 2. Backpack Brigade<br>Done                       | Weekend hunger bag to homeless and food insecure students' within Highline School District.                                    | \$17,500                           | \$20,000                             | \$5,000  |
| 3. Children's Home<br>Society of WA               | Education and early learning services. Wrap around family support.   | \$12,657                           | \$20,000                             | \$6,000  |
| 4. Children's Therapy<br>Center                   | Pediatric therapy for kids with special needs  | \$6,750                            | \$8,100                              | \$8,000  |
| 5. Consejo Counseling &<br>Referral Service       | Community based DV advocacy counseling, sexual assault services, mental health services for Latino Community                   | \$10,000                           | \$11,000                             | \$7,500  |
| <u>Crisis Clinic:</u><br>6.- 211 Information Line | Community info & referral line "catch all for needs/referrals"   | \$8,000                            | \$10,000                             | \$5,000  |

| Requesting Agency  | Grant Summary  | 2024 Funding Amount  | 2025 Requested Amount | Funding Recommendation per year                        |
|--|--|----------------------|-----------------------|--|
| 7. - Teen Link   | Teen Crisis Line & training  | \$5,000              | \$5,000               | \$4,000  |
| 8. Des Moines Area Food Bank   | Food Assistance  | \$40,000             | \$65,000              | \$30,000   |
| <u>HealthPoint:</u><br>9. -Primary Medical Care<br>10 -Primary Dental Care | Primary medical care to low income & uninsured families & individuals.<br><br>Dental Care for low income | \$10,000<br>\$10,000 | \$10,000<br>\$10,000  | \$10,000<br>\$5,000.<br>(Opioid dollars could be used) |
| 11. King Co. Sexual Assault Resource Center                                | Comprehensive sexual assault advocacy services.  | \$4,800              | \$4,992               | \$4,500  |
| 12. Lighthouse NW  | Rise: Survivor Services  | \$7,500              | \$28,022              | \$7,000  |
| 13. Orion Industries:  | Employment Service Program/Job Training  |                      | \$18,000              | \$10,000   |
| 14. Pediatric Interim Care Center  | Infant Withdrawal Program for new born babies born with substances within their system.                  | \$3,750              | \$10,000              | \$5,000<br>(Opioid Dollars could be used)              |

| Requesting Agency                               | Grant Summary   | 2024 Funding Amount | 2025 Requested Amount | Funding Recommendation per year |
|---|---|---------------------|-----------------------|---------------------------------|
| <u>Sound Generation:</u><br>15.*Meals on Wheels | Meals on Wheels Program.  | \$4,108             | \$6,600               | \$4,000                         |
| 16. Volunteer Trans                             | Volunteer Transportation Program.   | \$3,090             | \$3,400               | \$3,000                         |
| 17. St Stephen Housing Association              | Housing Stability Program/ Rent and utility assistance  | 22,500              | \$20,000              | \$20,000                        |
| 18. The Genesis Project                         | Drop-in Center Operations – serving survivors of sexual exploitation (Undisclosed location-close to DM) | \$3,765             | \$24,408              | \$3,795                         |
| 19. WA Poison Center                            | Emergency Services  | \$1,605             | \$5,675               | \$1,605                         |
| Share1app.culturegrants.org                     | City of Des Moines participation in ONLINE human services applications, reports, reviews, etc.          | \$600               |                       | \$600                           |
|   |   |                     |                       | \$145,000                       |
| <b>Total Funds Budgeted</b>                     |   |                     |                       | <b>\$150,000</b>                |