

## AGENDA

**DES MOINES CITY COUNCIL  
REGULAR MEETING  
City Council Chambers  
21630 11th Avenue S, Des Moines, Washington  
Thursday, April 13, 2023 - 6:00 PM**

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

### CALL TO ORDER

### PLEDGE OF ALLEGIANCE

### ROLL CALL

### CORRESPONDENCE

### COMMENTS FROM THE PUBLIC

### CITY MANAGER REPORT

- Item 1. SR3 - SEALIFE RESPONSE, REHABILITATION, AND RESEARCH

### CONSENT CALENDAR

- Item 1. APPROVAL OF VOUCHERS  
**Motion** is to approve for payment vouchers through March 31, 2023 and payroll transfers through April 05, 2023 in the attached list and further described as follows:

EFT Vendor Payments	#8007-8169	\$ 975,282.64
Wires	#2139-2171	\$1,501,517.35
Accounts Payable Checks	#164743-164851	\$ 463,534.43
Payroll Checks	#19649-19655	\$ 1,430.50
Direct Deposit	#4707-4872	\$ 540,315.56
Payroll Checks	#19656-19658	\$ 16,462.57
Direct Deposit	#4873-4902	\$ 347,538.65
Payroll Checks	#19659-19666	\$ 8,935.96
Direct Deposit	#4903-5075	\$ 447,747.54

Total Checks and Wires for A/P and Payroll: \$4,302,492.20

[Approval of Vouchers](#)

- Item 2. APPROVAL OF MINUTES

**Motion** is to approve the February 02, February 23, and March 09, 2023 City Council Regular Meeting minutes, and the March 02, 2023 City Council Study Session Minutes.

[Approval of Minutes](#)

- Item 3. MENTAL HEALTH AWARENESS MONTH PROCLAMATION  
**Motion** is to approve the Proclamation recognizing May as Mental Health Awareness Month.  
[Mental Health Awareness Month Proclamation](#)
- Item 4. AFFORDABLE HOUSING WEEK PROCLAMATION  
**Motion** is to approve the Proclamation recognizing May 7-13, 2023 as Affordable Housing Week.  
[Affordable Housing Week Proclamation](#)
- Item 5. ARTS COMMISSION APPOINTMENT  
**Motion** is to confirm the Mayoral appointment of Benjamin Pierson to a 3 year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2026.  
[Arts Commission Appointment](#)
- Item 6. 4TH OF JULY DRONE SHOW  
**Motion** is to approve the proposed agreement from Sky Elements Drone Shows for 2023 4th of July Celebration and authorize the City Manager to sign the agreement substantially in the form as submitted.  
[4th of July Drone Show at the Marina](#)
- Item 7. WASHINGTON STATE OPIOID SETTLEMENTS  
**Motion** is to approve the City of Des Moines' participation in the Washington State Opioid Settlement Agreement and to direct the City Manager to sign the attached Allocation Agreement and Settlement Participation Forms substantially in the form as attached.  
[Washington State Opioid Settlements](#)
- Item 8. 24TH AVE S IMPROVEMENT PROJECT - PUGET SOUND ENERGY EASEMENT  
**Motion** is to approve the Puget Sound Energy Easement on Tax Parcel No. 0922049018, and further authorize the City Manager to sign said easement substantially in the form as submitted.  
[24th Ave S Improvements Project – Puget Sound Energy Easement](#)
- Item 9. 24TH AVE S IMPROVEMENTS PROJECT - RIGHT OF WAY DEDICATION  
**Motion** is to authorize and approve the dedication of a portion of City owned property, Tax Parcel No. 0922049018, for right-of-way purposes and authorize the City Manager to execute documents for this transaction substantially in the form as submitted.  
[24th Ave S Improvements Project – Right of Way Dedication](#)
- Item 10. KING COUNTY FLOOD REDUCTION GRANT AWARD

Motion is to accept the King County Flood Control District Flood Reduction Grant Award for the Des Moines Creek Estuary Project and Kent-Des Moines Road/16th Avenue South Pipe Replacement Project and authorize the City Manager to sign the Grant Agreement substantially in the form as submitted.

[King County Flood Reduction Grant Award](#)

## **PUBLIC HEARING/CONTINUES PUBLIC HEARING**

- Item 1. DRAFT ORDINANCE NO: 23-021: PUBLIC HEARING ON CONTINUING MORATORIUM FOR NEW DEVELOPMENT IN THE BUSINESS PARK AREA AND ADOPTING FINDINGS OF FACT  
Staff Presentation by Community Development Director Denise Lathrop  
[Draft Ordinance No 23-021 Public Hearing on continuing moratorium for new development in the business park area and adopting findings of fact](#)

## **NEW BUSINESS**

- Item 1. MARINA DOCK REPLACEMENT AND MARINA REDEVELOPMENT REIMBURSEMENT  
Staff Presentation by Finance Director Jeff Friend  
[Marina Dock Replacement and Marina Redevelopment Reimbursement](#)
- Item 2. MARINA STEPS PROJECT - DESIGN AND PERMITTING  
Staff Presentation by City Engineer Tommy Owen  
[Marina Steps Project – Design and Permitting](#)
- Item 3. CITIZENS ADVISORY COMMITTEE APPOINTMENTS  
[Citizens Advisory Committee Appointments](#)
- Item 4. INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

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

(4 minutes per Councilmember) - 30 minutes

## **PRESIDING OFFICER'S REPORT**

## **EXECUTIVE SESSION**

## **NEXT MEETING DATE**

May 04, 2023 City Council Regular Meeting

## **ADJOURNMENT**

**CITY OF DES MOINES**  
**Voucher Certification Approval**  
**April 13, 2023**  
**Auditing Officer Certification**

Voucher transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

As of **April 13, 2023** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through March 31, 2023 and payroll transfers through April 5, 2023 included in the attached list and further described as follows:

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

  
 \_\_\_\_\_  
 Jeff Friend, Finance Director

		# From	# To	Amounts
<b>Claims Vouchers:</b>				
EFT's		8007	8169	975,282.64
Wires		2139	2171	1,501,517.35
Accounts Payable Checks		164743	164851	463,534.43
<b>Total Vouchers paid</b>				<b>2,940,334.42</b>
<b>Payroll Vouchers</b>				
Payroll Checks	3/20/2023	19649	19655	1,430.50
Direct Deposit		4707	4872	540,315.56
Payroll Checks	3/31/2023	19656	19658	16,462.57
Direct Deposit		4873	4902	347,538.65
Payroll Checks	4/5/2023	19659	19666	8,935.96
Direct Deposit		4903	5075	447,474.54
<b>Total Paychecks &amp; Direct Deposits</b>				<b>1,362,157.78</b>
<b>Total checks and wires for A/P &amp; Payroll</b>				<b>4,302,492.20</b>



THIS PAGE LEFT INTENTIONALLY BLANK

**MINUTES**

**DES MOINES CITY COUNCIL  
REGULAR MEETING  
City Council Chambers  
21630 11th Avenue S, Des Moines, Washington  
Thursday, February 2, 2023 - 6:00 PM**

**CALL TO ORDER**

Mayor Matt Mahoney called the meeting to order at 6:00 p.m.

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Councilmember Vic Pennington.

**ROLL CALL**

**Council Present:**

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

**Staff Present:**

City Manager Michael Matthias; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Executive Director of Marina Redevelopment Dan Brewer; Chief Administrative Officer Bonnie Wilkins; Harbormaster Scott Wilkins; Police Chief Ken Thomas; Human Resources Director Adrienne Johnson-Newton; Human Resource Analyst Shawna Thomas; Finance Director Jeff Friend; DV Advocate/Management Analyst Rochelle Sems; and City Clerk Taria Keane

**COMMENTS FROM THE PUBLIC**

- Rick Johnson; Mr. Harris

**OLD BUSINESS**

DRAFT RESOLUTION NO. 23-006: CENSURE OF COUNCILMEMBER JC HARRIS

**Direction/Action**

**Motion** made by Deputy Mayor Traci Buxton to adopt Draft Resolution No. 23-006 to formally censure Councilmember JC Harris; seconded by Councilmember Jeremy Nutting.

Regular Meeting Minutes  
February 2, 2023

Motion passed 5-2.

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

**Against:** Councilmember JC Harris, and Councilmember Gene Achizer.

## CORRESPONDENCE

There was no additional correspondence outside of the emails already received by Council.

## COMMENTS FROM THE PUBLIC

- Bill Linscott; Marina Redevelopment
- Victoria Andrews; Marina Redevelopment
- Eldon Davis; Marina Redevelopment
- Sharon Morehouse; Safety/Parks
- Shawn Dailey; Marina
- Bill Bishop; Marina Redevelopment

## CITY MANAGER REPORT

### HUMAN SERVICES - PEDIATRIC INTERIM CARE UPDATE

- DV Advocate/Management Analyst Rochelle Sems along with Development Director of Pediatric Interim Care Center Elaine Purchase gave Council a PowerPoint Presentation on Pediatric Interim Care Center - The Newborn Nursery

## CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

**Motion** is to approve for payment vouchers through January 20, 2023 and the payroll transfers through January 20, 2023 in the attached list and further described as follows:

EFT Vendor Payments	#7741-7882	\$1,416,017.90
Wires	#2109-2119	\$ 574,769.36
Accounts Payable Checks	#164585-164672	\$ 444,020.62
Voided Checks	#164277-164277	\$ (14,978.75)
Payroll Checks	#19622-19626	\$ 88,594.38
Payroll Direct Deposit	#4043-4203	\$ 431,902.22

Regular Meeting Minutes  
February 2, 2023

Total Checks and Wires for A/P and Payroll: \$2,940,325.73

Item 2: APPROVAL OF MINUTES

**Motion** is to approve the November 17, December 01, and the December 08, 2023 Regular City Council meeting minutes.

Item 3: BLACK HISTORY MONTH PROCLAMATION

**Motion** is to approve the Proclamation recognizing February as Black History Month.

Item 4: DRAFT ORDINANCE 23-003 RELATED TO DESIGNATION OF CITY PARKS

**Motion 1** is to suspend Rule 26(a) in order to enact Draft Ordinance No. 23-003 on first reading.

**Motion 2** is to enact Draft Ordinance No. 23-003, amending chapter 19.12 DMMC to include the Redondo Boardwalk and adjacent City - controlled tidelands within Redondo Beach Park.

**Direction/Action**

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

Councilmember Gene Achziger pulled Item #4.

The remainder of the Consent Calendar passed 7-0.

Mayor Matt Mahoney read the Black History Month Proclamation into the record.

Council discussed Consent Calendar Item #4.

Motion made by Councilmember Jeremy Nutting to approve Consent Calendar #4 Motion 1 as presented, seconded by Councilmember Vic Pennington.

Motion passed 7-0.

Motion made by Councilmember Jeremy Nutting to approve Consent Calendar #4 Motion 2 as presented, seconded by Councilmember Harry Steinmetz.

Motion passed 7-0.

**OLD BUSINESS**

Regular Meeting Minutes  
February 2, 2023

REALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS  
Staff Presentation by Finance Director Jeff Friend

City Manager Michael Matthias discussed the Reallocation of the American Rescue Plan Act Funds.

**Direction/Action**

**Motion 1** made by Deputy Mayor Traci Buxton to approve the recommended reallocation and expenditure of the unspent American Rescue Plan Act funds; seconded by Councilmember Jeremy Nutting.

Councilmember Gene Achziger made a motion to amend the reallocation the funds to go towards kids who have been negatively impacted by COVID.

Amendment died for a lack of second.

Councilmember JC Harris made a motion to amend the reallocation of the ARPA funds to keep \$400K unallocated for a decision at a later time.

Amended motion failed 3-4.

**For:** Councilmember Gene Achziger, Councilmember JC Harris, and Councilmember Harry Steinmetz.

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

The main motion passed 5-2.

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

**Against:** Councilmember Gene Achziger, and Councilmember JC Harris.

**Motion 2** made by Councilmember Harry Steinmetz to direct administration to prepare a budget amendment to incorporate the approved reallocation and expenditure of ARPA funds, and include such amendment in the next available budget amendment ordinance; seconded by Councilmember Jeremy Nutting.

The main motion passed 5-2.

Regular Meeting Minutes  
February 2, 2023

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

**Against:** Councilmember Gene Achziger, and Councilmember JC Harris.

**MARINA REDEVELOPMENT DIRECTION FROM CITY COUNCIL**

City Manager Michael Matthias gave Council an update on the Marina Redevelopment request.

**Direction/Action**

**Motion** made by Councilmember Jeremey Nutting to direct Administration to move forward with conducting feasibility studies for the public works projects for landside Marina Redevelopment; seconded by Deputy Mayor Traci Buxton.

Councilmember Gene Achziger made a motion to amend the main motion to formally add the public process to the feasibility study. Motion died for a lack of second.

The main motion passed 5-2.

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

**Against:** Councilmember Gene Achziger, and Councilmember JC Harris.

**NEW BUSINESS**

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

Councilmember Harry Steinmetz proposed for the City Manager to look into holding Public Forum on the Marina Redevelopment at the minimum quarterly. Council supported.

Deputy Mayor Traci Buxton proposed looking into having a system for removable fences on the baseball/softball fields referred to the Municipals Facilities Committee. Council supported.

Regular Meeting Minutes  
February 2, 2023

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

(4 minutes per Councilmember) - 30 minutes

### **COUNCILMEMBER VIC PENNINGTON**

- Public Safety/Emergency Management Committee Meeting

### **COUNCILMEMBER HARRY STEINMETZ**

- Public Safety/Emergency Management Committee Meeting

### **COUNCILMEMBER GENE ACHZIGER**

- Communication

### **COUNCILMEMBER JEREMY NUTTING**

- No Report

### **COUNCILMEMBER JC HARRIS**

- Planning Commission
- Marina Steps in Seattle
- Black History Month

### **DEPUTY MAYOR TRACI BUXTON**

- Public Safety/Emergency Management Committee Meeting

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

- Conduct

### **NEXT MEETING DATE**

February 09-23, 2023 City Council Regular Meeting

### **ADJOURNMENT**

#### **Direction/Action**

**Motion** made by Councilmember Jeremy Nutting to adjourn; seconded by Councilmember Vic Pennington.  
Motion passed 7-0.

The meeting adjourned at 8:51 p.m.

**MINUTES**

**DES MOINES CITY COUNCIL  
REGULAR MEETING  
City Council Chambers  
21630 11th Avenue S, Des Moines, Washington  
Thursday, February 23, 2023 - 6:00 PM**

**CALL TO ORDER**

Mayor Matt Mahoney called the meeting to order at 6:00 p.m.

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Councilmember Harry Steinmetz

**ROLL CALL**

**Council Present:**

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

**Council Absent:**

Councilmember Vic Pennington

**Direction/Action**

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

Motion passed 6-0.

**Staff Present:**

City Manager Michael Matthias; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Chief Administrative Officer Bonnie Wilkins; Harbormaster Scott Wilkins; Finance Director Jeff Friend; Human Resources Director Adrienne Johnson-Newton; Public Works Superintendent Adam O'Donnell; Recreation Manager Kyle Ehlers; and City Clerk Taria Keane

**PRESIDING OFFICER'S REPORT**

**FUTURE CITIES PRESENTATION**

Student Presentation by Pacific Middle School Students

**WASHINGTON STATE FUTURE CITY REGIONAL COMPETITION  
PROCLAMATION**



Regular Meeting Minutes  
February 23, 2023

**Motion** is to approve the Proclamation recognizing the achievements of the Pacific Middle School students in the Washington State Future City Regional Competition.

**Direction/Action**

**Motion** made by Councilmember Jeremy Nutting to approve the Washington State Future City Regional Competition Proclamation as presented; seconded by Deputy Mayor Traci Buxton.  
Motion Passed 7-0

Mayor Matt Mahoney read the Washington State Future City Regional Competition Proclamation into the record.

**CORRESPONDENCE**

There were no additional correspondence outside of the emails already received by Council.

**COMMENTS FROM THE PUBLIC**

- Kay Vann; Safety
- Victoria Andrews; Communication
- David Emery; Safety
- Bree Caswell; Pride Month
- Jeff Shamblin-Mullinix; Pride Month
- Bill Linscott; City Projects
- Bill Bishop; Marina Redevelopment/Communication
- Christine Tollefson; Marine Redevelopment
- Lloyd Lytle Jr.; Landmark on the Sound/Orca Proclamation
- George Pettibone; Safety/Comprehensive Plan
- Dianne Clifford-Schradl; Marina North Parking Lot

**CITY MANAGER REPORT**

- City Manager Michael Matthias gave an update on the auditors report
- City Manager Michael Matthias gave an update on the 2023 ARPA Budget

**CONSENT CALENDAR**

Item 1: APPROVAL OF VOUCHERS

Regular Meeting Minutes  
February 23, 2023

**Motion** is to approve for payment vouchers through February 09, 2023 and the payroll transfers through February 03, 2023 in the attached list and further described as follows:

EFT Vendor Payments	#7883-7959	\$1,325,631.28
Wires	#2120-2133	\$1,014,788.23
Accounts Payable Checks	#164673-164705	\$ 103,228.13
Payroll Checks	#19627-19636	\$ 3,981.35
Payroll Direct Deposit	#4204-4370	\$ 439,302.38

Total Checks and Wires for A/P and Payroll: \$2,886,931.37

Item 2: APPROVAL OF MINUTES

**Motion** is to approve the January 12, 2023 Regular City Council meeting, and the January 26, 2023 Study Session meeting minutes.

Item 3: WOMEN'S HISTORY MONTH PROCLAMATION

**Motion** is to approve the Proclamation recognizing March as Women's History Month.

Item 4: ANTI-SEMITISM PROCLAMATION

**Motion** is to approve the Proclamation condemning Anti-Semitism.

Item 5: DRAFT RESOLUTION 23-008 AUTHORIZING INVESTMENT IN THE LOCAL GOVERNMENT INVESTMENT POOL

**Motion** is to adopt Draft Resolution No. 23-008, authorizing deposit or withdrawal of funds in the Local Government Investment Pool in accordance with the provisions of the Washington Administrative Code, and superseding Resolution No. 1394.

Item 6: 2023 VEHICLE PURCHASE

**Motion 1** is to direct administration to bring forward a budget amendment to the 2023 Budget, Vehicle Capital Replacement Police account, in the amount of \$244,000.

**Motion 2** is to approve the purchase of vehicles identified in Attachment 1 for the total estimated amount of \$910,000 and to authorize the City Manager or the City Manager's designee to sign the purchase orders at the time they are created.

Item 7: ~~WASHINGTON STATE FUTURE CITY REGIONAL COMPETITION PROCLAMATION~~

~~**Motion** is to approve the Proclamation recognizing the achievements of the Pacific Middle School students in the Washington State Future City Regional Competition.~~

Regular Meeting Minutes  
February 23, 2023

Item 8: ~~COMMUNICATIONS CONSULTANT RFQ STAFF  
RECOMMENDATION~~  
~~Motion 1 is to accept staff's recommendation of Consor as the City's  
Communication Consultant and authorize the City Manager to sign the  
Agreement substantially in the form as attached.~~

~~or~~

~~Motion 2 is to select \_\_\_\_\_ as the City's Communication  
Consultant and authorize the City Manager to sign the Agreement  
substantially in the form as attached.~~

**DIRECTION/ACTION**

**Motion** made by Councilmember Jeremy Nutting to approve the  
Consent Calendar; seconded by Deputy Mayor Traci Buxton.

Councilmember JC Harris pulled Item #6.

The remainder of the Consent Calendar passed 6-0.

Chief Administrative Officer Bonnie Wilkins read the Women's History  
Month Proclamation into the record.

Mayor Matt Mahony read the Anti-Semitism Proclamation into the  
record.

Council discussed Consent Calendar Item #6.

Motion made by Councilmember Jeremy Nutting to approve Consent  
Calendar #6, Motion 1 as presented, seconded by Councilmember  
Harry Steinmetz.  
Motion passed 5-1.

**For:** Mayor Matt Mahoney, Deputy Mayor Traci Buxton, Council  
member Gene Achziger, Councilmember Jeremy Nutting,  
Councilmember Harry Steinmetz

**Against:** Councilmember JC Harris

Motion made by Councilmember Jeremy Nutting to approve Consent  
Calendar #6, Motion 2 as presented, seconded by Councilmember  
Harry Steinmetz.  
Motion passed 5-1.

Regular Meeting Minutes  
February 23, 2023

**For:** Mayor Matt Mahoney, Deputy Mayor Traci Buxton, Council member Gene Achziger, Councilmember Jeremy Nutting, Councilmember Harry Steinmetz  
**Against:** Councilmember JC Harris

## OLD BUSINESS

### COMMUNICATIONS CONSULTANT RFQ STAFF RECOMMENDATION

City Manager Michael Matthias discussed the Communications Consultant RFQ Staff Recommendation

Direction/Action

**Motion 1** made by Deputy Mayor Traci Buxton to accept staff's recommendation of Consor as the City's Communication Consultant and authorize the City Manager to sign the Agreement substantially in the form as attached, seconded by Councilmember Jeremy Nutting.

Councilmember Harry Steinmetz made a motion to amend the language to include public as a stakeholder in this process, seconded by Mayor Matt Mahoney.

The amended motion passes 4-2.

**For:** Councilmember Steinmetz, Councilmember Nutting, Deputy Mayor Traci Buxton, Mayor Matt Mahoney

**Against:** Councilmember JC Harris

**Abstain:** Councilmember Gene Achziger

## NEW BUSINESS

- Item 1: INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes  
Councilmember JC Harris made a motion to move the City of Des Moines Flag Pole South to provide better visibility.  
Motion died for a lack of second.

## BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

Councilmember Harry Steinmetz

Regular Meeting Minutes  
February 23, 2023

- Future Cities Presentation
- Sound Cities Association Public Issues Committee

Councilmember Gene Achziger

- Communication

Councilmember Jeremy Nutting

- Des Moines Art Commission Committee

Councilmember JC Harris

- HB1446

Deputy Mayor Traci Buxton

- South King Housing and Homelessness Partners

## **PRESIDING OFFICER'S REPORT**

STEVEN J UNDERWOOD MEMORIAL SCHOLARSHIP

### **Direction/Action**

**Motion** made by Mayor Matt Mahoney to donate \$1,000 from the Hearts and Minds Fund to the Steven J Underwood Memorial Scholarship; seconded by Councilmember Jeremy Nutting.  
Motion passed 6-0.

## **EXECUTIVE SESSION**

**The Executive Session was called to order by Mayor Matt Mahoney at 8:10 p.m.**

### **ROLL CALL**

#### **Council Present:**

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

#### **Others Present:**

City Manager Michael Matthias; City Attorney Tim George; Chief Administrative Officer Bonnie Wilkins; Police Chief Ken Thomas; and Human Resources Director Adrienne Johnson-Newton

### **PURPOSE**

**Labor Negotiations RCW 42.30.140(4)(a) - 15 minutes**

**No formal action was taken.**

Regular Meeting Minutes  
February 23, 2023

**The Executive Session ended at 8:17 p.m.**

**The Executive Session lasted 7 minutes.**

### **NEXT MEETING DATE**

March 02, 2023 City Council Study Session

### **ADJOURNMENT**

**Direction/Action**

**Motion** made by Jeremy Nutting to adjourn; seconded by Councilmember Traci Buxton.

The motion passed 6-0.

The meeting adjourned at 8:17 p.m.

**MINUTES**

**DES MOINES CITY COUNCIL  
STUDY SESSION  
City Council Chambers  
21630 11th Avenue S, Des Moines, Washington  
Thursday, March 2, 2023 - 6:00 PM**

**CALL TO ORDER**

Mayor Matt Mahoney called the meeting to order at 6:00 p.m.

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Councilmember Gene Achziger.

**ROLL CALL**

**Council Present:**

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

**Staff Present:**

City Manager Michael Matthias; City Attorney Tim George; Chief Administrative Officer Bonnie Wilkins; Human Resources Director Adrienne Johnson-Newton; Human Resource Analyst Shawna Thomas; Harbormaster Scott Wilkins; Finance Director Jeff Friend; Police Chief Ken Thomas; Judge Lisa Leone; Support Services Manager Melissa Patrick; Public Works Director Andrew Merges; City Prosecutor Tara Vaughn; Principal Planner Laura Techico; Building Official Dan Hopp; Recreation Manager Kyle Ehlers; Events and Facilities Manager Ashley Young; and Director of Emergency Management and Workplace Safety Shannon Kirchberg

**COMMENTS FROM THE PUBLIC**

**Please Note:** *Comments from the public must be limited to the items of business on the Study session Agenda per Council Rule 10. Please sign in prior to the meeting and limit your comments to three (3) minutes.*

- David Emery, Prioritize Public Engagement

**DISCUSSION ITEM**

COUNCIL GOALS

Study Session Minutes  
March 2, 2023

- City Manager and City Staff gave Council a PowerPoint Presentation.

At 7:56 p.m. Council took a 5 minute break. The Council meeting resumed at 8:01 p.m.

At 8:58 p.m. Councilmember Vic Pennington made a motion to extend the meeting 1 hour; seconded by Deputy Mayor Traci Buxton. Motion passed 5-2.

**For:** Mayor Matt Mahoney; Deputy Mayor Traci Buxton; Councilmember JC Harris, Councilmember Vic Pennington, and Councilmember Harry Steinmetz.

**Against:** Councilmember Gene Achziger, and Councilmember Jeremy Nutting.

## **NEXT MEETING DATE**

March 09, 2023 City Council Regular Meeting

## **ADJOURNMENT**

### **Direction/Action**

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

The meeting adjourned at 9:38 p.m.



**MINUTES**

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

**CALL TO ORDER**

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

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Deputy Mayor Traci Buxton.

**ROLL CALL**

**Council Present:**

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

**Council Absent:**

Councilmember Jeremy Nutting

**Direction/Action**

**Motion** made by Councilmember Jeremy Nutting to excuse Councilmember Vic Pennington; seconded by Deputy Mayor Traci Buxton.

Motion passed 6-0.

**Staff Present:**

City Manager Michael Matthias; City Attorney Tim George; Police Chief Ken Thomas; Human Resources Director Adrienne Johnson-Newton; Principal Planner Laura Techico; Finance Director Jeff Friend; Management Analyst Rochelle Sems; Recreation Manager Kyle Ehlers; and City Clerk Taria Keane

**PRESIDING OFFICER'S REPORT**

Des Moines Yacht Club Commodore Ivana Halvorsen gave Council an update 2023 Activities and Public Events.

[Invitation to 2023 South Sound Opening Day for Boating Flag Ceremony](#)

Regular Meeting Minutes  
March 9, 2023

Mayor Matt Mahoney pulled Consent Calendar Item #7.

**NORTH BULKHEAD PROCLAMATION - RECOGNITION OF FEDERAL AND STATE ELECTED OFFICIALS**

**Direction/Action**

**Motion** made by Councilmember Vic Pennington to approve the North Bulkhead Proclamation - Recognition of Federal and State elected officials; seconded by Councilmember Harry Steinmetz.  
Motion passed 6-0.

Mayor Matt Mahoney read the North Bulkhead Proclamation - Recognition of Federal and State Elected Officials into the record.

**CORRESPONDENCE**

There were no additional correspondence outside of the emails already received by Council.

**COMMENTS FROM THE PUBLIC**

Melanie Barlow; Safety - Gun Activity  
Bill Linscott; Citizen Advisory Committee  
Kay Vann; Safety

**CITY MANAGER REPORT**

**PRESENTATION BY SOUTH KING HOUSING AND HOMELESSNESS PARTNERS**

- South King Housing and Homelessness Partners Executive Manager Claire Goodwin gave Council a PowerPoint Presentation update.

City Manager Michael Matthias briefed the Council on House Bill 1363.

City Manager Michael Matthias gave Council an update on House Bill 1110.

**CONSENT CALENDAR**

Item 1: APPROVAL OF VOUCHERS

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

EFT Vendor		
Payments	#7960-8006	\$ 497,910.54
Wires	#2134-2138	\$ 937,234.45

Regular Meeting Minutes  
March 9, 2023

Accounts Payable	#164706-164742	\$ 425,837.93
Checks		
Payroll Checks	#19637-19641	\$ 1,140.63
Direct Deposit	#4371-4536	\$ 43,331.97
Payroll Void/Reissue	#4534 and 19642	\$ (205.83)
Payroll Checks	#19643-19648	\$ 1,250.38
Direct Deposit	#4537-4706	\$ 425,805.90

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

- Item 2: 2023 SOUTH KING HOUSING AND HOMELESSNESS PARTNERS (SKHHP) HOUSING CAPITAL FUND RECOMMENDATION  
**Motion** is to adopt Draft Resolution 23-012 approving the allocation of \$49,818.70 to South King Housing and Homelessness Partners for the development of affordable housing.
- Item 3: 216th TOWNHOMES MODIFIED SUBDIVISION FINAL PLAT  
**Motion** to adopt Draft Resolution No. 23-013 approving the final plat entitled "216th Townhomes", City File No. LUA2021-0033.
- Item 4: 2023-2024 RECYCLING PROGRAM GRANT FUNDING  
**Motion** to accept the King County Solid Waste Division WR/R Grant and authorize the City Manager to sign the grant document substantially in the form as attached.
- Item 5: RIGHTS OF THE SOUTHERN RESIDENT ORCAS PROCLAMATION  
**Motion** to approve the Rights of the Southern Resident Orcas Proclamation.
- Item 6: COLLECTIVE BARGAINING AGREEMENT: TEAMSTERS LOCAL NO. 763  
**Motion** to approve the attached Collective Bargaining Agreement between the City of Des Moines and the Teamsters Local No. 763 and to authorize the City Manager to sign the Agreement substantially in the form as attached.

Direction/Action

Motion by Councilmember Vic Pennington; seconded by Deputy Mayor Traci Buxton.

Councilmember JC Harris pulled Consent Calendar Item #4.

The remainder of the Consent Calendar passed 6-0.

Citizen Lloyd Lytle Jr. commented on the Orca Proclamation.

Regular Meeting Minutes  
March 9, 2023

Mayor Matt Mahoney read the Rights of the Southern Resident Orca Proclamation into the records.

Councilmember Harris made a statement regarding Consent Calendar Item #3.

**Motion** made by Councilmember Vic Pennington to approve Consent Calendar Item #4 as presented; seconded by Councilmember Harry Steinmetz.

Motion passed 6-0.

## **NEW BUSINESS**

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10  
Minutes

Councilmember Gene Achziger recommended the Council invite Seattle & King County Public Health group to an upcoming City Council meeting to discuss the Community Health and Airport Operations Related Noise and Air Pollution Report.  
Council Supports.

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

(4 minutes per Councilmember) - 30 minutes

### **COUNCILMEMBER JC HARRIS**

- Aviation Legislation
- Citizens Advisory Committee

### **COUNCILMEMBER VIC PENNINGTON**

- Redondo Substation Tour

### **COUNCILMEMBER HARRY STEINMETZ**

- Sound Cities Association Public Interest Meeting
- Redondo Substation Tour

### **COUNCILMEMBER GENE ACHZIGER**

- Destination Des Moines Downtown Clean-Up

### **DEPUTY MAYOR TRACI BUXTON**

Regular Meeting Minutes  
March 9, 2023

- Sound Cities Deputy Mayors Meeting

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

- Des Moines Marina Ribbon Cutting
- Bet Chaverim Synagogue

### **NEXT MEETING DATE**

April 6, 2023 City Council Study Session

### **ADJOURNMENT**

#### **Direction/Action**

**Motion** made by Councilmember Vic Pennington to adjourn; seconded by Councilmember Harry Steinmetz.  
Motion passed 6-0.

The meeting adjourned at 7:18 p.m.

**A G E N D A   I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Mental Health Awareness Month  
Proclamation

FOR AGENDA OF: April 13, 2023

DEPT. OF ORIGIN: Administration

ATTACHMENTS:  
1. Proclamation

DATE SUBMITTED: April 05, 2022

- CLEARANCES:
- City Clerk *SK*
  - Community Development \_\_\_\_
  - Courts \_\_\_\_
  - Emergency Management \_\_\_\_
  - Finance \_\_\_\_
  - Human Resources \_\_\_\_
  - Legal \_\_\_\_
  - Marina \_\_\_\_
  - Police \_\_\_\_
  - Parks, Recreation & Senior Services \_\_\_\_
  - Public Works \_\_\_\_

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

**Purpose and Recommendation**

The purpose of this agenda item is to recognize May as Mental Health Awareness Month.

**Suggested Motion**

**Motion:** "I move to approve the Proclamation recognizing May as Mental Health Awareness Month."

**Background**

Mental Health Awareness Month has been observed in the U.S. since 1949. Each year millions of Americans face the reality of living with a mental illness. During May, National Alliance on Mental Illness (NAMI) joins the national movement to raise awareness and educate the public about mental illnesses, such as the 18.1% of Americans who suffer from depression, schizophrenia, and bipolar disorder, the realities of living with these conditions, and the strategies for attaining mental health and wellness. It also aims to draw attention to suicide, which can be precipitated by some mental illnesses. Additionally, Mental Health Awareness Month strives to reduce the stigma (negative attitudes and misconceptions) that surrounds mental illnesses.

# City of Des Moines

CITY COUNCIL  
21630 11<sup>th</sup> AVENUE S, SUITE A  
DES MOINES, WASHINGTON 98198-6398  
(206) 878-4595 T.D.D: (206) 824-6024 FAX: (206) 870-6540



## Proclamation

**WHEREAS**, mental health is part of overall health and

**WHEREAS**, one in five adults experiences a mental health problem in any given year and one in 17 adults lives with mental illness such as major depression, bipolar disorder or schizophrenia; and

**WHEREAS**, suicide is the 10th leading cause of death in the United States and the 2nd leading cause among young adults, and 90% of people who die by suicide had shown symptoms of a mental health condition, according to interviews with family, friends and medical professionals; and

**WHEREAS**, early identification and treatment can make a difference in successful management of mental illness and recovery; and

**WHEREAS**, it is important to maintain mental health and learn the symptoms of mental illness in order to get help when it is needed; and

**WHEREAS**, every citizen and community can make a difference in helping end the silence and stigma that for too long has surrounded mental illness and discouraged people from getting help; and

**WHEREAS**, public education and civic activities can encourage mental health and help improve the lives of individuals and families affected by mental illness;

**THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS** the month of May, 2023 as

### ***MENTAL HEALTH AWARENESS MONTH***

and encourages all citizens, businesses, schools and community organizations to take the “stigmafree pledge” at [www.nami.org/stigmafree](http://www.nami.org/stigmafree) in observance of Mental Health Awareness Month.

**SIGNED** this 13<sup>th</sup> day of April, 2023

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



THIS PAGE LEFT INTENTIONALLY BLANK

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Affordable Housing Week  
Proclamation

FOR AGENDA OF: April 13, 2023

DEPT. OF ORIGIN: Administration

ATTACHMENTS:  
1. Proclamation

DATE SUBMITTED: April 05, 2013

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

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

**Purpose and Recommendation**

The purpose of this agenda is to recognize May 7-13, 2023 as Affordable Housing Week.

**Suggested Motion**

**Motion:** "I move to approve the Proclamation recognizing May 7-13, 2023 as Affordable Housing Week."

**Background**

In May, 2016 the Housing Development Consortium (HDC) kicked off King County’s first-ever Affordable Housing Week, alongside partners from across the Country, to highlight the current and future need and policy solutions for preserving and creating affordable housing in cities all throughout King County. Affordable Housing Week is now an annual tradition to show why affordable housing is so important in all our communities, and to demonstrate support for the movement to ensure that all people have the chance to live in safe, healthy, affordable homes within communities of opportunity.

**Discussion**

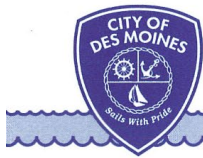
Studies have shown that each \$100 increase in median rent results in a 15% increase in homelessness in metro areas and a 39% increase in homelessness in nearby suburbs and rural areas.

**Alternatives**

Approve the Proclamation as written.  
Do not approve the Proclamation.

**Financial Impact**

None.



# City of Des Moines

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



## Proclamation

**WHEREAS**, all people should have access to safe, healthy, and affordable homes within communities that provide opportunity; and

**WHEREAS**, the US Department of Housing and Urban Development (HUD) defines affordable housing as “as housing on which the occupant is paying no more than 30 percent of gross income for housing costs, including utilities.”; and

**WHEREAS**, the Department of Commerce projects that by 2044, King County needs nearly 200,000 net new housing units for households at or below 80% area median income; and

**WHEREAS**, studies have found that each \$100 increase in median rent results in a 15% increase in homelessness in metro areas and a 39% increase in homelessness in nearby suburbs and rural areas; and

**WHEREAS**, the COVID-19 pandemic has exacerbated many existing financial constraints for low- and moderate-income households; and

**WHEREAS**, the CDC recognizes safe, healthy, and affordable housing within communities of opportunity as key social determinants of health; and

**WHEREAS**, everyone benefits from affordable housing, including the people who reside in these properties, their neighbors, businesses, employers, and the community as a whole; and

**WHEREAS**, united to raise public awareness, people, organizations, and communities throughout King County are participating in local Affordable Housing Week activities to elevate the critical need to create healthy communities with ample affordable housing; and

**WHEREAS**, the City of Des Moines endorses the goals, objectives, and purposes of Affordable Housing Week, and in doing so, firmly recommits itself to ensuring that our community’s recovery from the crises at hand is equitable, and that all people in Des Moines live with dignity in safe, healthy, and affordable homes;

**NOW THEREFORE, THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS** May 7-13, 2023 as

### ***AFFORDABLE HOUSING WEEK***

**SIGNED** this 13<sup>th</sup> day of April, 2023.

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

*The Waterland City*

THIS PAGE LEFT INTENTIONALLY BLANK

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Arts Commission Appointment

FOR AGENDA OF: April 13, 2023

ATTACHMENTS:

- 1. Application

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

DATE SUBMITTED:

CLEARANCES:

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation**

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

**Suggested Motion**

**Motion 1:** "I move to confirm the Mayoral appointment of Benjamin Pierson to a 3 year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2026."

**Background**

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

December 31.

The Arts Commission was created to:

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

**Discussion**

This agenda seeks confirmation of the Mayoral appointment of Des Moines resident Benjamin Pierson to the Des Moines Arts Commission effective immediately and expiring on December 31, 2026.

**Alternatives**

None provided.

**Financial Impact**

No financial impact.

**Recommendation**

Staff supports the appointment of Benjamin Pierson to the Des Moines Arts Commission.

**Council Committee Review**



## Employment Application | Submitted: 27-Jan-2023

### Benjamin Pierson

- (206) 557-8840
- Ruckus1977.bp@gmail.com
- 22621 12th Avenue South  
Des Moines, WA 98198  
United States

### Volunteer Opportunity with Des Moines Parks, Recreation and Senior Services Department

**Job Location** - Des Moines, WA  
**Department** - Volunteer Opportunities

### Volunteer History and/or Employment History

The volunteer application is designed to give applicants an opportunity to share their background, experience, interests and skills, enabling the City to make the best possible volunteer placement.

Please provide your most recent volunteer or work experience that will help determine best placement below. One volunteer history or employer is required; **"Employer" can be related to volunteer experience.**

Note: If you are unable to provide a phone number, enter 000-000-0000.

---

### Winterstick snowboards - Current Employer

#### Job Title: Artist/designer

Dates Employed From: Aug/2020

Dates Employed To: Currently Employed

Employment Length: 2 years, 6 months

Duties: Designing and painting topsheet graphics for snowboards

Reason For Leaving: Currently Employed

#### Supervisor Name: Rob lu

Address: Sugarloaf, ME, UNITED STATES

Phone: (666) 666-6666

May We Contact? Yes

### Education

List below your educational background, including high school and if applicable, any education such as, colleges, trade and military service schools that is in relation to your volunteer interests.

---

### Seattle central community | College or University

Degree: None

Major: Graphic design

Location: Capitol hill, WA, UNITED STATES

Graduated? No

Years Attended: 2



## Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the review for best placement. You may either copy and paste a resume in the space provided or upload a file.

---

There are no files uploaded for this applicant.

### Text Only Resume

---

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

## References (required only if you are working with the public)

Please fill out the information below regarding references if you will be volunteering directly with the public. Please provide at least two references if you are interested in or planning on working with the public during your volunteer time.

Note: If you are unable to provide a phone number, enter 000-000-0000. If you are unable to provide an email address, enter noreply@noemail.com

---

No References (required only if you are working with the public) Available

## Job Questions

### Volunteer Opportunities | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Please list the days of the week and times you are available to Volunteer: *	Any		
What is your availability? *	Long Term - More than 3 months	0	
Are you currently certified in CPR? *	No	0	
Are you currently certified in First Aid? *	No	0	
In what particular areas of volunteer work are you interested? Select from below: *	Other	0	
If selected Other, please specify what or where you would like to volunteer below:	Arts commission		

If selected Youth Coach and would like to coach a particular team or participant please list participant's name or team and the sport you wish to volunteer for below:	This question was not answered.
Are there any additional qualifications, skills or experience that would help us in determining volunteer placement?	Artist. Local genius
Emergency Contacts: Please list the following information for the person you wish to be contacted in case of an emergency: Name: Relationship: Phone Number(s): *	Joni Baily 206 715 1841
In accordance with the Americans with Disabilities Act, an employer is obligated to make a reasonable accommodation only to the known limitations of an otherwise qualified individual with a disability. In general, it is the responsibility of the applicant or employee with a disability to inform the employer that an accommodation is needed to participate in the application process, to perform essential job functions or to receive equal benefits and privileges of employment. I understand to contact the Human Resources Department as soon as possible should I need a reasonable accommodation in arranging volunteer assignments. *	Yes <span style="float: right;">0</span>

Additional Questions

Personal Information | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you authorized to work in the United States?	Yes	0	
Proof of I-9 status required upon hiring. Positions in the Police Department require U.S. citizenship per RCW 41.12.070. *			

Do you have a valid driver's license?	Yes	0
DL #:	This question was not answered.	
State:	Washington	
After reviewing the job announcement, can you perform the essential functions of the job with or without reasonable accommodation? *	Yes	0
Do you currently smoke or use any tobacco product? Because of the known effects of tobacco use, the City of Des Moines does not hire applicants who use tobacco products. *	No	0
Are you related to or residing with a current employee of the City of Des Moines? *	No	0
If yes, provide employee name and relationships:	This question was not answered.	
Have you previously been employed by the City of Des Moines? *	No	0
If yes, please give title and dates of employment:	This question was not answered.	

**Professional Licenses and Certificates** | Score Total - 0

Question	Answer	Score	Disqualifier?
License or Certificate Name:	This question was not answered.		
License or Certificate Number:	This question was not answered.		
Date Issued:	This question was not answered.		
Expiration Date:	This question was not answered.		

**Veteran's Scoring Criteria (Veteran's Preference)** | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you considered a veteran under these standards? *	No	0	
Have you ever obtained employment utilizing veteran's scoring criteria? *	No	0	

Are you currently receiving any military retirement benefits? *	No	0
Are you claiming veteran's scoring criteria for this position?	No	0
(If yes, a DD-214 will be requested at a later date.) *		

**Applicant Statement**

**COVID 19 Volunteer safety pledge and waiver**

I, wishing to volunteer my time and services for the City of Des Moines hereby acknowledge that the City is doing everything they can to protect the public as well myself as a volunteer during the current COVID 19 pandemic. To this extent, I agree to follow the Center of Disease Control (CDC) and local health district guidelines as well as all applicable safety requirements as issued by the Governor of the State of Washington through his reopening plan.

Additionally, I agree to follow the policies and procedures for social distancing to reduce the spread of COVID-19. This will require me to maintain six (6) feet of distance between myself, fellow volunteers, and patrons of the organization as much as possible. This procedure will be required for visitor-to-visitor contact as well to limit exposure.

I agree to utilize surgical masks or improvised masks such as scarves, bandanas, and handkerchiefs to reduce the risk of exposure to myself and others. I agree to wash or sanitize my hands after using the restroom, sneezing, and coughing, and before eating or preparing meals or sundries for distribution, and will properly wear and utilize sterile gloves.

I understand that there is no direct medical health coverage afforded to me during my relationship with the City of Des Moines and the City is not responsible or liable for any potential exposure to Novel Coronavirus or any complications that may result. Unless specifically stated in writing, I understand that there is no Washington State Labor and Industries employment security insurance provided to me.

I agree that if I observe violations of any safety protocols or if I do not have sufficient access to personal protective equipment or supplies in order to comply with this pledge, that I will report this information to a City supervisor immediately.

I further acknowledge that I am being advised by the City to check with my medical provider prior to signing this form and prior to providing additional volunteer services to the City.

By signing below, I agree to comply with the written instructions above. Failure to comply with these written instructions or verbal instructions from staff may result in my volunteer privileges being removed and I may be asked to leave the premises.

**Applicant Statement**

To the best of my knowledge, the information herein is true and complete. I understand that falsification of this application is grounds for dismissal as a volunteer. Further, I give permission for an authorized representative of the City to conduct a nationwide criminal background check in accordance with RCW 43.43.830-839, to conduct a criminal conviction check, and to inquire of individuals about my character and ability to perform all aspects of the volunteer position for which I am being considered. I understand that a criminal record will not necessarily disqualify me from consideration for a volunteer position. I release the City of Des Moines and those individuals/institutions that provide information from any liability that may arise from the provision of this information.

As a volunteer for the City of Des Moines, I am fully aware that the work associated with being a City Volunteer involves certain risks of physical injury or death. Being fully informed as to these risks and in consideration of my being allowed to participate in the City's Volunteer Program, I hereby assume all risk of injury, damage and harm to myself arising from such activities or use of City facilities. I also hereby individually and on behalf of my heirs, executors and assignees, release and hold harmless the City of Des Moines, its officials, employees and agents and waive any right of recovery that I might have to bring a claim or a lawsuit against them for any personal injury, death or other consequences occurring to me arising out of my volunteer activities.

I understand that the City at times handles sensitive or confidential information, the disclosure of which could adversely affect a criminal investigation and in some instances may be a violation of law. I agree not to disclose any information obtained by me while engaged in my volunteer duties unless specifically authorized in advance by a city supervisor. I understand that my failure to comply with this paragraph will result in my removal from the volunteer program.

I declare that all statements and answers in this application are true and complete and agree that any untrue or misleading answer, omission, concealment or failure to answer any questions fully, completely and accurately may be grounds for terminating my employment, regardless of when it is discovered. By completing this application, I give this employer the permission to validate some of my answers with the appropriate authorities/institutions.

I authorize this employer or its agents to investigate my references, to review my former employment record and to keep and preserve records of such investigations. Additionally, I release all parties from liability for any damage that may result from furnishing information to this employer or its agents.


If you are under 18, please have a parent or guardian sign.

I agree to the above.

Signature: Benjamin Pierson

Date: 2023-01-27 12:52:57pm

IP Address: 172.56.105.8

Wet Signature: 

---

Signature

---

Date

**Signature:** *Kyle Kehlers*

**Email:** kehlrs@desmoineswa.gov

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: 4<sup>th</sup> of July Drone Show at the Marina

FOR AGENDA OF: April 13, 2023

ATTACHMENTS:

- 1. Sky Elements Drone Shows Contract

DEPT. OF ORIGIN: Marina- Events and Facilities

DATE SUBMITTED: 03/29/2023

CLEARANCES:

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

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

**Purpose and Recommendation**

The purpose of this agenda item is to approve the proposed agreement from Sky Elements Drone Shows for a 2023 4<sup>th</sup> of July Celebration Drone Show at the Des Moines Marina. This contract is for a drone show for 2 Flights- 100 drones/flight for 20-minute performance.

**Suggested Motion**

**Motion 1:** "I move to approve the proposed agreement from Sky Elements Drone Shows for 2023 4<sup>th</sup> of July Celebration and authorize the City Manager to sign the agreement substantially in the form as submitted."

### **Background**

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

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

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

### **Discussion**

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

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

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

The cost of drones ranges from \$450-\$550 per individual drone and have a flight cycle of ~10 minutes. This contract is for 2-flights with 100 drones per flight for a 20-minute performance.

### **Recommendation**

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

### **Financial Impact**

Cost per drone will be \$450/drone for a contract total of \$90,000. It will require a 50% deposit upon execution of the contract and the remaining balance to be paid the day prior to the display. The City will be submitting an application to the Lodging Tax Committee to provide full funding for this contract.

### **Alternatives**

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



**This Agreement** is made this the 16<sup>th</sup> day of February 2023, by and between Sky Elements, LLC, a Texas limited liability company, whose address is 3819 Rufe Snow Drive Ste 203, North Richland Hills, TX 76180, and hereinafter referred to as “**Sky Elements**” and **City of Des Moines** hereinafter referred to as “**Customer**.” Sky Elements is in the business of providing drone display services, and Customer desires to have Sky Elements provide drone display services at Customer’s event(s). The parties therefore agree as follows:

**DRONE DISPLAYS:** Sky Elements agrees to furnish to Customer with drone display services, hereinafter referred to as “**Display(s)**” The Display(s) will be conducted in accordance with the specifications attached hereto as Addendum “**A**”.

**SHOW DESIGN WORKFLOW:** The drone display(s) design process is as follows:

- 1. Storyboard Process:** Sky Elements shall create a storyboard of Customer approved images. The storyboard contains rough sketches or images, or screen captures of all scenes and action notes, which describe the layout of the animations. Sky Elements shall send the storyboard to Customer for feedback and suggestions. Sky Elements will modify the storyboard in accordance with the Customer feedback. Images and order of shapes can be changed for no additional fee during the storyboard process.
- 2. Show Programming and Animation:** After completion of the storyboard process, Sky Elements shall begin the drone show design and animation process in accordance with the storyboard. After the animation and editing process, Sky Elements shall compile each sequence and render a video to Customer. Adjustments to shapes and images will be completed in accordance with Customer’s suggestions. Changes to order of animations or substitution of images not yet animated will result in a \$5,000 reanimation fee.
- 3. Final Delivery:** Sky Elements will perform the drone display(s) at Customer’s Event.

**SECURE AREA:** Customer agrees to furnish sufficient space for Sky Elements to properly conduct each Display as determined by the FAA (hereinafter “**Secure Area**”). For the purposes of the Agreement, “**Unauthorized Persons**” shall mean anyone other than the employees of Sky Elements or persons specifically designated in writing by Customer or the FAA.

**INDEMNIFICATION AND HOLD HARMLESS:** To the extent authorized by Texas law, Customer agrees to hold Sky Elements harmless from any damages caused to Customer which results as a consequence of unauthorized persons entering the Secure Area. Furthermore, Customer agrees to defend and indemnify Sky Elements from any and all claims brought against Sky Elements for damages caused wholly or in part by Unauthorized Person who have entered the Secure Area.



**AMENDMENT & ASSIGNMENT:** This agreement may not be sold, assigned, amended, or transferred without the prior written consent of Sky Elements.

**FORCE MAJEURE.** If for any reason beyond its control including, but not limited to, strikes, labor disputes, accidents, government requisitions, acts of war, acts of God, epidemic, pandemic, governmental restrictions, or other similar events that would make the event impractical or impossible, the Parties agree Customer's sole remedy is to transfer the display date subject to Sky Element's availability. In no event will Sky Elements be liable for any damages, including, but not limited to consequential damages.

**PERMITS AND FAA APPORVAL:** Sky Elements shall obtain all necessary approvals to enable Sky Elements to perform fully hereunder including airspace authorization needed for the Display(s).

**JURISDICTION AND VENUE.** It is hereby stipulated that this Agreement is governed by the laws of the State of Texas, and any suit involving this Contract shall be brought in Tarrant County, Texas. For Displays that include licensed music accompaniment, Customer agrees to verify with their organization, venue, sponsor, and/or municipality, the permission to simulcast music and agrees to pay any and all fees associated with the broadcast of said music in the public environment of the Display(s).

**INSURANCE:** Sky Elements will provide Aviation Liability Insurance in the amount of \$5,000,000.00, combined single limit, covering its activities and services in connection with the Displays described in this contract. Sky Elements also agrees to include Customer as additional insured under the terms of this coverage. Sky Elements will provide a Certificate of Insurance. All entities listed on the certificate will be deemed an additional Insured per this contract.

**CANCELLATION:** Sky Elements shall determine what weather conditions prohibit Sky Elements from proceeding with the Display(s); in which case, Sky Elements agrees to conduct the Display(s) on a mutually agreed upon rain/postponement date. Should Sky Elements be unable to perform the display(s) at the Event or otherwise cancel, Sky Elements shall be entitled to 33% of the contract price for each of the work flow processes completed. For example, if Sky Elements has completed the Show Programming workflow, Sky Elements shall be entitled to 66% of the display price (33% for Storyboard, 33% for Show Programing and Animation). Final delivery is deemed to have occurred upon Sky Elements' arrival at the display location on the display date. Customer also acknowledges that damages corresponding to lost opportunity by reason of cancellation are inherently difficult to calculate, and that the liquidated damages amounts set forth above are a reasonable attempt to measure and liquidate those highly speculative damages.

**PAYMENT TERMS:** Customer shall pay Sky Elements \$90,000 Customer shall submit a 50% deposit upon execution of this contract. The balance remaining for each display will be paid to Sky Elements the day prior to each display.

[Signatures to follow on next page]

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

SKY ELEMENTS, LLC

BY: \_\_\_\_\_

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

Preston Ward, Manager / General Counsel

CUSTOMER

BY: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

# Addendum A Display Specifications

**Display #1**

**Date of Event:** 7/4/2023

**Approximate Time of Display:** 10:20PM

**Estimated Number of Transitions:** 8-11

**Number of Drones in Display:**  
2 Flights- 100 drones/flight for 20 minute performance

**Display Cost:** \$90,000

**Display Location #1:**  
Des Moines Marina  
22307 Dock Ave S  
Des Moines, WA 98198

**Customer On-Site Day of Contact Information:**

**Name:** Ashley Young

**Cell Phone:** (206) 870-9370

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Washington State Opioid Settlements

FOR AGENDA OF: April 13, 2023

ATTACHMENTS:

- 1. Allocation Agreement II
- 2. Settlement Agreements

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: April 5, 2023

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *MM* \_\_\_\_\_
- Human Resources \_\_\_\_\_
- Legal *TG* \_\_\_\_\_
- Marina \_\_\_\_\_
- Police \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

**Purpose**

The purpose of this agenda item is for the City Council to authorize the City to join in the settlement of five lawsuits against Opioid Distributors brought by the State of Washington. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion 1:** "I move to approve the City of Des Moines' participation in the Washington State Opioid Settlement Agreements and to direct the City Manager to sign the attached Allocation Agreement and Settlement Participation Forms substantially in the form as attached."

**Background**

On December 21, 2022, Attorney General Bob Ferguson announced that Washington was joining multistate resolutions with five companies: CVS, Walgreens, Walmart, Teva, and Allergan. The Attorney General's Office estimates that these five settlements could total \$434.4 million for Washington state:

- CVS: \$110.6 million over 10 years;
- Walgreens: \$120.3 million over 15 years;
- Walmart: \$62.6 million and 97% of that paid in the first year;
- Teva: \$90.7 million over the next 13 years; and
- Allergan: \$50 million over the next seven years.

As with the prior distributor settlement that Council approved, these new settlements are contingent on a very high percentage of eligible cities and counties joining the settlements. If not enough cities and counties join, the settlements are void.

#### **Discussion**

The amount that Washington State will receive varies depending on how many eligible cities and counties join the settlements.

If all eligible cities and counties join as they did for the distributor settlement, cities and counties will receive half of the amount – \$217.2 million – that Washington State receives. This amount must be spent on Opioid Remediation to abate the opioid crisis in their communities.

If not all eligible cities and counties join, the amounts payable under the settlements will decrease significantly.

#### **Alternatives**

The Council may:

1. Approve participation in the settlement agreement.
2. Decline to participate. (not recommended) In rejecting the settlement, the City would technically retain the right to pursue its own suits against the companies, but such suits would be extremely costly and specific damages to the City may be difficult to establish at trial. Some or all claims may be foreclosed by applicable statutes of limitation as well. It is extremely unlikely the City would be able to recover damages equal to or greater than that available under the settlement.

#### **Financial Impact**

These five settlements will bring Washington \$434 million over 15 years if all conditions are met. Washington cities and counties will receive half of this amount – \$217 million. The estimated amount the City will receive from these settlements is \$200,000.

#### **Recommendation or Conclusion**

Staff recommends approval of the motion as presented.

**WASHINGTON STATE ALLOCATION AGREEMENT GOVERNING THE  
ALLOCATION OF FUNDS PAID BY CERTAIN SETTLING OPIOID  
MANUFACTURERS AND PHARMACIES**

**JANUARY 27, 2023**

This Washington State Allocation Agreement Governing the Allocation of Funds Paid by Certain Settling Opioid Manufacturers and Pharmacies (the “Allocation Agreement II”) governs the distribution of funds obtained from (1) Walmart, (2) Teva, (3) Allergan, (4) CVS, and (5) Walgreens (the “Settling Entities”) in connection with the resolution of any and all claims by the State of Washington and the counties, cities, and towns in Washington State (“Local Governments”) against the Settling Entities via the following settlements:

- Walmart Settlement Agreement dated November 12, 2022 and any subsequent amendments (“Walmart Settlement”).
- Teva Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments (“Teva Settlement”).
- Allergan Public Global Settlement Agreement dated November 22, 2022 and any subsequent amendments (“Allergan Settlement”).
- CVS Settlement Agreement dated December 9, 2022 and any subsequent amendments (“CVS Settlement”).
- Walgreens Settlement Agreement dated December 9, 2022 and any subsequent amendments (“Walgreens Settlement”).

Collectively, the Walmart Settlement, the Teva Settlement, the Allergan Settlement, the CVS Settlement, and the Walgreens Settlement shall be referred to as “the Settlements”. Each of the Settlements can be accessed at <https://nationalopioidsettlement.com/>. The terms and definitions of each of the respective Settlement are incorporated into this Allocation Agreement II, and any undefined terms in this Allocation Agreement II are as defined in the Settlements.

1. This Allocation Agreement II is intended to be a State-Subdivision Agreement as defined in the Settlements. This Allocation Agreement II shall be interpreted to be consistent with the requirements of a State-Subdivision Agreement in the Settlements.
2. This Allocation Agreement II shall become effective only if all of the following occur:
  - A. The State of Washington joins one of the Settlements and becomes a Settling State as provided for in the respective Settlement.
  - B. One of the Settlements becomes final and effective and a Consent Judgment is filed and approved as provided for in the respective Settlement.

C. The number of Local Governments that execute and return this Allocation Agreement II satisfies the participation requirements for a State-Subdivision Agreement as specified in one of the Settlements, Washington is a Settling State for that Settlement, and a Consent Judgment has been filed and approved for that Settlement.

3. Requirements to become a Participating Local Government. To become a Participating Local Government that can participate in this Allocation Agreement II with respect to any one of the Settlements, a Local Government must do all of the following:

A. The Local Government must execute and return this Allocation Agreement II.

B. The Local Government must release its claims against the Settling Entities identified in the respective Settlement and agree to be bound by the terms of the Settlement by timely executing and returning the Participation Form for that Settlement. The forms are attached hereto as Exhibits 1-5.

C. Litigating Subdivisions, also referred to as Litigating Local Governments, must dismiss the Settling Entities identified in the respective Settlement with prejudice from their lawsuits.

D. Each of the Local Governments that is eligible to participate in this Allocation Agreement II has previously executed and signed the One Washington Memorandum of Understanding Between Washington Municipalities (“MOU”) agreed to by the Participating Local Governments in Washington State, which is attached hereto as Exhibit 6. By executing this Allocation Agreement II, the local government agrees and affirms that the MOU applies to and shall govern the Local Government Share as modified by this Allocation Agreement II for each of the Settlements in which the Local Government participates.

A Local Government that meets all of the conditions in this paragraph for any of the Settlements shall be deemed a “Participating Local Government” for that Settlement. A Local Government can be a “Participating Local Government” for less than all of the Settlements. If a Local Government is a Participating Local Government for less than all of the Settlements, the Local Government can only receive a portion of the Washington Abatement Amount for the specific Settlement(s) for which it is a Participating Local Government.

4. This Allocation Agreement II applies to the following, all of which collectively shall be referred to as the “Washington Abatement Amount”:

A. For the Walmart Settlement, the State of Washington’s allocation of the (1) Global Settlement Remediation Amount and (2) Additional Remediation Amount.

- B. For the Teva Settlement, the State of Washington's allocation of the (1) Net Abatement Amount and (2) Additional Restitution Amount.
- C. For the Allergan Settlement, the State of Washington's allocation of the (1) Global Settlement Abatement Amount and (2) Additional Restitution Amount.
- D. For the CVS Settlement, the State of Washington's allocation of the (1) Maximum Remediation Payment and (2) Additional Remediation Amount.
- E. For the Walgreens Settlement, the State of Washington's allocation of the (1) Adjusted State Remediation Payment and (2) Additional Remediation Amount.

As specified in each of the Settlements, the Washington Abatement Amount will vary dependent on the percentage of Participating Local Governments and whether there are any Later Litigating Subdivisions.

- 5. The Teva Settlement provides the option for Settling States to obtain Settlement Product or the discretion to convert any portion of the Settlement Product allocated to the Settling State into a cash value equaling twenty percent (20%) of the WAC value of the Settling State's allocated Settlement Product in specified years. It shall be solely the decision of the State regarding whether to convert any portion of the Settlement Product allocated to Washington into a cash value or to obtain the Settlement Product. If the State elects to obtain Settlement Product, the State in its sole discretion shall make all decisions related to the Settlement Product, including but not limited to where, how, and to whom it shall be distributed. For purposes of calculating the division of the Washington Abatement Amount in Paragraph 10 of this Allocation Agreement II, the Settlement Product allocated to Washington shall be considered "State Share" and shall have the cash value assigned to it in the Teva Public Global Settlement Agreement dated November 22, 2022.
- 6. This Allocation Agreement II does not apply to the State Cost Fund, State AG Fees and Costs, or any attorneys' fees, fees, costs, or expenses referred to in the Settlement or that are paid directly or indirectly via the Settlements to the State of Washington ("State's Fees and Costs").
- 7. This Allocation Agreement II and the MOU are a State Back-Stop Agreement. The Settling Entities are paying a portion of the Local Governments' attorneys' fees and costs as provided for in the Settlements. The total contingent fees an attorney receives from the Contingency Fee Fund in the Settlements, the MOU, and this Allocation Agreement II combined cannot exceed 15% of the portion of the LG Share paid to the Litigating Local Government that retained that firm to litigate against the Settling Entities (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart



Settlement, then the maximum that the firm can receive is \$150,000 for fees as to the Walmart Settlement; if City X did not retain the same firm for potential litigation against CVS and City X receives \$1,000,000 from the CVS Settlement, then the firm receives no fees from the CVS Settlement.)

8. No portion of the State's Fees and Costs and/or the State Share as defined in Paragraphs 6 and 10 of this Allocation Agreement II shall be used to fund the Government Fee Fund ("GFF") referred to in Paragraph 12 of this Allocation Agreement II and Section D of the MOU, or in any other way to fund any Participating Local Government's attorneys' fees, costs, or common benefit tax.
9. The Washington Abatement Amount shall and must be used by the State and Participating Local Governments for future Opioid Remediation as defined in the Settlements, except as allowed by the Settlements.
10. The State and the Participating Local Governments agree to divide the Washington Abatement Amount as follows:
  - A. Fifty percent (50%) to the State of Washington ("State Share").
  - B. Fifty percent (50%) to the Participating Local Governments ("LG Share").
11. The LG Share shall be distributed to Participating Local Governments pursuant to the MOU attached hereto as Exhibit 6 as amended and modified in this Allocation Agreement II.
12. For purposes of this Allocation Agreement II only, the MOU is modified as follows and any contrary provisions in the MOU are struck:
  - A. Exhibit A of the MOU is replaced by Exhibit E of each of the respective Settlements.
  - B. The definition of "Litigating Local Governments" in Section A.4 of the MOU shall mean Litigating Subdivisions as defined in each the respective Settlements.
  - C. The definition of "National Settlement Agreement" in Section A.6 of the MOU shall mean the Settlements.
  - D. The definition of "Settlement" in Section A.14 of the MOU shall mean the Settlements.
  - E. The MOU is amended to add new Section C.4.g.vii, which provides as follows:

"If a Participating Local Government receiving a direct payment (a) uses Opioid Funds other than as provided for in the respective Settlements, (b) does not comply with conditions for receiving

direct payments under the MOU, or (c) does not promptly submit necessary reporting and compliance information to its Regional Opioid Abatement Counsel (“Regional OAC”) as defined at Section C.4.h of the MOU, then the Regional OAC may suspend direct payments to the Participating Local Government after notice, an opportunity to cure, and sufficient due process. If direct payments to Participating Local Government are suspended, the payments shall be treated as if the Participating Local Government is foregoing their allocation of Opioid Funds pursuant to Section C.4.d and C.4.j.iii of the MOU. In the event of a suspension, the Regional OAC shall give prompt notice to the suspended Participating Local Government and the Settlement Fund Administrator specifying the reasons for the suspension, the process for reinstatement, the factors that will be considered for reinstatement, and the due process that will be provided. A suspended Participating Local Government may apply to the Regional OAC to be reinstated for direct payments no earlier than five years after the date of suspension.”

- F. The amounts payable to each law firm representing a Litigating Local Government from the GFF shall be consistent with the process set forth in the *Order Appointing the Fee Panel to Allocate and Disburse Attorney’s Fees Provided for in State Back-Stop Agreements*, Case No. 1:17-md-02804-DAP Doc #: 4543 (June 17, 2022). JoJo Tann (the “GFF Administrator”), who is authorized by the MDL Fee Panel (David R. Cohen, Randi S. Ellis and Hon. David R. Herndon (ret.)) to calculate the amounts due to eligible counsel from each State Back-Stop fund (i.e., the GFF) (*see id.* at p. 4), will oversee and confirm the amounts payable to each law firm representing a Litigating Local Government from the GFF. Upon written agreement between the law firms representing the Litigating Local Governments on the one hand and the Washington Attorney General’s Office on the other, in consultation with the Washington State Association of Counties and the Association of Washington Cities, the GFF Administrator may be replaced by another person, firm, or entity.
- G. The GFF set forth in the MOU shall be funded by the LG Share of the Washington Abatement Amount only. To the extent the common benefit tax is not already payable by the Settling Entities as contemplated by Section D.8 of the MOU, the GFF shall be used to pay Litigating Local Government contingency fee agreements and any common benefit tax referred to in Section D of the MOU, which shall be paid on a pro rata basis to eligible law firms as determined by the GFF Administrator.
- H. To fund the GFF, fifteen percent (15%) of the LG Share shall be deposited in the GFF from each LG Share settlement payment until the Litigating Subdivisions’ contingency fee agreements and common benefit tax (if any) referred to in Section D of the MOU are satisfied. Under no

circumstances will any Primary Subdivision or Litigating Local Government be required to contribute to the GFF more than 15% of the portion of the LG Share allocated to such Primary Subdivision or Litigating Local Government. In addition, under no circumstances will any portion of the LG Share allocated to a Litigating Local Government be used to pay the contingency fees or litigation expenses of counsel for some other Litigating Local Government.

- I. The maximum amount of any Litigating Local Government contingency fee agreement (from the Contingency Fee Fund of the respective Settlements) payable to a law firm permitted for compensation shall be fifteen percent (15%) of the portion of the LG Share paid to the Litigating Local Government that retained that firm (i.e., if City X filed suit with outside counsel on a contingency fee contract and City X receives \$1,000,000 from the Walmart Settlement, then the maximum that the firm can receive is \$150,000 for fees.) The firms also shall be paid documented expenses due under their contingency fee agreements that have been paid by the law firm attributable to that Litigating Local Government. Consistent with Agreement on Attorneys' Fees, Costs, and Expenses, which is Exhibit R of the Settlements, amounts due to Participating Litigating Subdivisions' attorneys under this Allocation Agreement II shall not impact (i) costs paid by the subdivisions to their attorneys pursuant to a State Back-Stop agreement, (ii) fees paid to subdivision attorneys from the Common Benefit Fund for common benefit work performed by the attorneys pursuant to Exhibit R of the Settlements, or (iii) costs paid to subdivision attorneys from the MDL Expense Fund for expenses incurred by the attorneys pursuant to the Settlements.
- J. Under no circumstances may counsel receive more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government. To the extent a law firm was retained by a Litigating Local Government on a contingency fee agreement that provides for compensation at a rate that is less than fifteen percent (15%) of that Litigating Local Government's recovery, the maximum amount payable to that law firm referred to in Section D.3 of the MOU shall be the percentage set forth in that contingency fee agreement.
- K. For the avoidance of doubt, both payments from the GFF and the payment to the Participating Litigating Local Governments' attorneys from the Contingency Fee Fund in the respective Settlements shall be included when calculating whether the aforementioned fifteen percent (15%) maximum percentage (or less if the provisions of Paragraph 10.J of this Allocation Agreement II apply) of any Litigating Local Government contingency fee agreement referred to above has been met.

- L. To the extent there are any excess funds in the GFF, the GFF Administrator and the Settlement Administrator shall facilitate the return of those funds to the Participating Local Governments as provided for in Section D.6 of the MOU.
13. In connection with the execution and administration of this Allocation Agreement II, the State and the Participating Local Governments agree to abide by the Public Records Act, RCW 42.56 *et seq.*
14. All Participating Local Governments, Regional OACs, and the State shall maintain all non-transitory records related to this Allocation Agreement II as well as the receipt and expenditure of the funds from the Settlements for no less than five (5) years.
15. If any party to this Allocation Agreement II believes that a Participating Local Government, Regional OAC, the State, an entity, or individual involved in the receipt, distribution, or administration of the funds from the Settlements has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters, with a copy of the complaint promptly sent to the Washington Attorney General, Complex Litigation Division, Division Chief, 800 Fifth Avenue, Suite 2000, Seattle, Washington 98104.
16. To the extent (i) a region utilizes a pre-existing regional body to establish its Opioid Abatement Council pursuant to the Section 4.h of the MOU, and (ii) that pre-existing regional body is subject to the requirements of the Community Behavioral Health Services Act, RCW 71.24 *et seq.*, the State and the Participating Local Governments agree that the Opioid Funds paid by the Settling Entities are subject to the requirements of the MOU and this Allocation Agreement II.
17. Upon request by any of the Settling Entities, the Participating Local Governments must comply with the Tax Cooperation and Reporting provisions of the respective Settlement.
18. Venue for any legal action related to this Allocation Agreement II (separate and apart from the MOU or the Settlements) shall be in King County, Washington.
19. Each party represents that all procedures necessary to authorize such party's execution of this Allocation Agreement II have been performed and that such person signing for such party has been authorized to execute this Allocation Agreement II.

**FOR THE STATE OF WASHINGTON:**

ROBERT W. FERGUSON  
Attorney General



---

JEFFREY G. RUPERT  
Division Chief

Date: 1-27-23

**FOR THE PARTICIPATING LOCAL GOVERNMENT:**

Name of Participating Local Government: \_\_\_\_\_

Authorized signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**EXHIBIT 1**  
**Subdivision Settlement Participation Form**  
**(Exhibit K of the Walmart Settlement)**

**EXHIBIT K**

**Subdivision Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.





6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**EXHIBIT 2**  
**Subdivision Settlement Participation Form**  
**(Exhibit K of the Teva Settlement)**

**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**EXHIBIT 3**  
**Subdivision Settlement Participation Form**  
**(Exhibit K of the Allergan Settlement)**

**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.





7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**EXHIBIT 4**  
**Subdivision Settlement Participation Form**  
**(Exhibit K of the CVS Settlement)**

**EXHIBIT K**

**Subdivision Participation and Release Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**EXHIBIT 5**  
**Subdivision Settlement Participation Form**  
**(Exhibit K of the Walgreens Settlement)**

**EXHIBIT K**

**Subdivision Participation and Release Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.





6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**EXHIBIT 6**  
**One Washington Memorandum of Understanding Between Washington Municipalities**

**ONE WASHINGTON MEMORANDUM OF UNDERSTANDING BETWEEN  
WASHINGTON MUNICIPALITIES**

Whereas, the people of the State of Washington and its communities have been harmed by entities within the Pharmaceutical Supply Chain who manufacture, distribute, and dispense prescription opioids;

Whereas, certain Local Governments, through their elected representatives and counsel, are engaged in litigation seeking to hold these entities within the Pharmaceutical Supply Chain of prescription opioids accountable for the damage they have caused to the Local Governments;

Whereas, Local Governments and elected officials share a common desire to abate and alleviate the impacts of harms caused by these entities within the Pharmaceutical Supply Chain throughout the State of Washington, and strive to ensure that principals of equity and equitable service delivery are factors considered in the allocation and use of Opioid Funds; and

Whereas, certain Local Governments engaged in litigation and the other cities and counties in Washington desire to agree on a form of allocation for Opioid Funds they receive from entities within the Pharmaceutical Supply Chain.

Now therefore, the Local Governments enter into this Memorandum of Understanding (“MOU”) relating to the allocation and use of the proceeds of Settlements described.

**A. Definitions**

As used in this MOU:

1. “Allocation Regions” are the same geographic areas as the existing nine (9) Washington State Accountable Community of Health (ACH) Regions and have the purpose described in Section C below.
2. “Approved Purpose(s)” shall mean the strategies specified and set forth in the Opioid Abatement Strategies attached as Exhibit A.
3. “Effective Date” shall mean the date on which a court of competent jurisdiction enters the first Settlement by order or consent decree. The Parties anticipate that more than one Settlement will be administered according to the terms of this MOU, but that the first entered Settlement will trigger allocation of Opioid Funds in accordance with Section B herein, and the formation of the Opioid Abatement Councils in Section C.
4. “Litigating Local Government(s)” shall mean Local Governments that filed suit against any Pharmaceutical Supply Chain Participant pertaining to the Opioid epidemic prior to September 1, 2020.

5. “Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State of Washington.

6. “National Settlement Agreements” means the national opioid settlement agreements dated July 21, 2021 involving Johnson & Johnson, and distributors AmerisourceBergen, Cardinal Health and McKesson as well as their subsidiaries, affiliates, officers, and directors named in the National Settlement Agreements, including all amendments thereto.

7. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU.

8. “Opioid Abatement Council” shall have the meaning described in Section C below.

9. “Participating Local Government(s)” shall mean all counties, cities, and towns within the geographic boundaries of the State that have chosen to sign on to this MOU. The Participating Local Governments may be referred to separately in this MOU as “Participating Counties” and “Participating Cities and Towns” (or “Participating Cities or Towns,” as appropriate) or “Parties.”

10. “Pharmaceutical Supply Chain” shall mean the process and channels through which controlled substances are manufactured, marketed, promoted, distributed, and/or dispensed, including prescription opioids.

11. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution, and/or dispensing of a prescription opioid, including any entity that has assisted in any of the above.

12. “Qualified Settlement Fund Account,” or “QSF Account,” shall mean an account set up as a qualified settlement fund, 468b fund, as authorized by Treasury Regulations 1.468B-1(c) (26 CFR §1.468B-1).

13. “Regional Agreements” shall mean the understanding reached by the Participating Local Counties and Cities within an Allocation Region governing the allocation, management, distribution of Opioid Funds within that Allocation Region.

14. “Settlement” shall mean the future negotiated resolution of legal or equitable claims against a Pharmaceutical Supply Chain Participant when that resolution has been jointly entered into by the Participating Local Governments. “Settlement” expressly does not include a plan of reorganization confirmed under Title 11 of the United States Code, irrespective of the extent to which Participating Local Governments vote in favor of or otherwise support such plan of reorganization.

15. “Trustee” shall mean an independent trustee who shall be responsible for the ministerial task of releasing Opioid Funds from a QSF account to Participating Local Governments as authorized herein and accounting for all payments into or out of the trust.

16. The “Washington State Accountable Communities of Health” or “ACH” shall mean the nine (9) regions described in Section C below.

**B. Allocation of Settlement Proceeds for Approved Purposes**

1. All Opioid Funds shall be held in a QSF and distributed by the Trustee, for the benefit of the Participating Local Governments, only in a manner consistent with this MOU. Distribution of Opioid Funds will be subject to the mechanisms for auditing and reporting set forth below to provide public accountability and transparency.

2. All Opioid Funds, regardless of allocation, shall be utilized pursuant to Approved Purposes as defined herein and set forth in Exhibit A. Compliance with this requirement shall be verified through reporting, as set out in this MOU.

3. The division of Opioid Funds shall first be allocated to Participating Counties based on the methodology utilized for the Negotiation Class in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP. The allocation model uses three equally weighted factors: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. The allocation percentages that result from application of this methodology are set forth in the “County Total” line item in Exhibit B. In the event any county does not participate in this MOU, that county’s percentage share shall be reallocated proportionally amongst the Participating Counties by applying this same methodology to only the Participating Counties.

4. Allocation and distribution of Opioid Funds within each Participating County will be based on regional agreements as described in Section C.

**C. Regional Agreements**

1. For the purpose of this MOU, the regional structure for decision-making related to opioid fund allocation will be based upon the nine (9) pre-defined Washington State Accountable Community of Health Regions (Allocation Regions). Reference to these pre-defined regions is solely for the purpose of

drawing geographic boundaries to facilitate regional agreements for use of Opioid Funds. The Allocation Regions are as follows:

- King County (Single County Region)
- Pierce County (Single County Region)
- Olympic Community of Health Region (Clallam, Jefferson, and Kitsap Counties)
- Cascade Pacific Action Alliance Region (Cowlitz, Grays Harbor, Lewis, Mason, Pacific, Thurston, and Wahkiakum Counties)
- North Sound Region (Island, San Juan, Skagit, Snohomish, and Whatcom Counties)
- SouthWest Region (Clark, Klickitat, and Skamania Counties)
- Greater Columbia Region (Asotin, Benton, Columbia, Franklin, Garfield, Kittitas, Walla Walla, Whitman, and Yakima Counties)
- Spokane Region (Adams, Ferry, Lincoln, Pend Oreille, Spokane, and Stevens Counties)
- North Central Region (Chelan, Douglas, Grant, and Okanogan Counties)

2. Opioid Funds will be allocated, distributed and managed within each Allocation Region, as determined by its Regional Agreement as set forth below. If an Allocation Region does not have a Regional Agreement enumerated in this MOU, and does not subsequently adopt a Regional Agreement per Section C.5, the default mechanism for allocation, distribution and management of Opioid Funds described in Section C.4.a will apply. Each Allocation Region must have an OAC whose composition and responsibilities shall be defined by Regional Agreement or as set forth in Section C.4.

3. King County's Regional Agreement is reflected in Exhibit C to this MOU.

4. All other Allocation Regions that have not specified a Regional Agreement for allocating, distributing and managing Opioid Funds, will apply the following default methodology:

a. Opioid Funds shall be allocated within each Allocation Region by taking the allocation for a Participating County from Exhibit B and apportioning those funds between that Participating County and its Participating Cities and Towns. Exhibit B also sets forth the allocation to the Participating Counties and the Participating Cities or Towns within the Counties based on a default allocation formula. As set forth above in Section B.3, to determine the allocation to a county, this formula utilizes: (1) the amount of opioids shipped to the county; (2) the number of opioid deaths that occurred in that county; and (3) the number of people who suffer opioid use disorder in that county. To determine the allocation within a county, the formula utilizes historical federal data showing how the specific Counties and the Cities and Towns within the Counties have

made opioids epidemic-related expenditures in the past. This is the same methodology used in the National Settlement Agreements for county and intra-county allocations. A Participating County, and the Cities and Towns within it may enter into a separate intra-county allocation agreement to modify how the Opioid Funds are allocated amongst themselves, provided the modification is in writing and agreed to by all Participating Local Governments in the County. Such an agreement shall not modify any of the other terms or requirements of this MOU.

b. 10% of the Opioid Funds received by the Region will be reserved, on an annual basis, for administrative costs related to the OAC. The OAC will provide an annual accounting for actual costs and any reserved funds that exceed actual costs will be reallocated to Participating Local Governments within the Region.

c. Cities and towns with a population of less than 10,000 shall be excluded from the allocation, with the exception of cities and towns that are Litigating Participating Local Governments. The portion of the Opioid Funds that would have been allocated to a city or town with a population of less than 10,000 that is not a Litigating Participating Local Government shall be redistributed to Participating Counties in the manner directed in C.4.a above.

d. Each Participating County, City, or Town may elect to have its share re-allocated to the OAC in which it is located. The OAC will then utilize this share for the benefit of Participating Local Governments within that Allocation Region, consistent with the Approved Purposes set forth in Exhibit A. A Participating Local Government's election to forego its allocation of Opioid Funds shall apply to all future allocations unless the Participating Local Government notifies its respective OAC otherwise. If a Participating Local Government elects to forego its allocation of the Opioid Funds, the Participating Local Government shall be excused from the reporting requirements set forth in this Agreement.

e. Participating Local Governments that receive a direct payment maintain full discretion over the use and distribution of their allocation of Opioid Funds, provided the Opioid Funds are used solely for Approved Purposes. Reasonable administrative costs for a Participating Local Government to administer its allocation of Opioid Funds shall not exceed actual costs or 10% of the Participating Local Government's allocation of Opioid Funds, whichever is less.

f. A Local Government that chooses not to become a Participating Local Government will not receive a direct allocation of Opioid Funds. The portion of the Opioid Funds that would have been allocated to a Local Government that is not a Participating Local Government shall be



redistributed to Participating Counties in the manner directed in C.4.a above.

g. As a condition of receiving a direct payment, each Participating Local Government that receives a direct payment agrees to undertake the following actions:

- i. Developing a methodology for obtaining proposals for use of Opioid Funds.
- ii. Ensuring there is opportunity for community-based input on priorities for Opioid Fund programs and services.
- iii. Receiving and reviewing proposals for use of Opioid Funds for Approved Purposes.
- iv. Approving or denying proposals for use of Opioid Funds for Approved Purposes.
- v. Receiving funds from the Trustee for approved proposals and distributing the Opioid Funds to the recipient.
- vi. Reporting to the OAC and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures.

h. Prior to any distribution of Opioid Funds within the Allocation Region, The Participating Local Governments must establish an Opioid Abatement Council (OAC) to oversee Opioid Fund allocation, distribution, expenditures and dispute resolution. The OAC may be a preexisting regional body or may be a new body created for purposes of executing the obligations of this MOU.

i. The OAC for each Allocation Region shall be composed of representation from both Participating Counties and Participating Towns or Cities within the Region. The method of selecting members, and the terms for which they will serve will be determined by the Allocation Region's Participating Local Governments. All persons who serve on the OAC must have work or educational experience pertaining to one or more Approved Uses.

j. The Regional OAC will be responsible for the following actions:

- i. Overseeing distribution of Opioid Funds from Participating Local Governments to programs and services within the Allocation Region for Approved Purposes.

- ii. Annual review of expenditure reports from Participating Local Jurisdictions within the Allocation Region for compliance with Approved Purposes and the terms of this MOU and any Settlement.
- iii. In the case where Participating Local Governments chose to forego their allocation of Opioid Funds:
  - (i) Approving or denying proposals by Participating Local Governments or community groups to the OAC for use of Opioid Funds within the Allocation Region.
  - (ii) Directing the Trustee to distribute Opioid Funds for use by Participating Local Governments or community groups whose proposals are approved by the OAC.
  - (iii) Administrating and maintaining records of all OAC decisions and distributions of Opioid Funds.
- iv. Reporting and making publicly available all decisions on Opioid Fund allocation applications, distributions and expenditures by the OAC or directly by Participating Local Governments.
- v. Developing and maintaining a centralized public dashboard or other repository for the publication of expenditure data from any Participating Local Government that receives Opioid Funds, and for expenditures by the OAC in that Allocation Region, which it shall update at least annually.
- vi. If necessary, requiring and collecting additional outcome-related data from Participating Local Governments to evaluate the use of Opioid Funds, and all Participating Local Governments shall comply with such requirements.
- vii. Hearing complaints by Participating Local Governments within the Allocation Region regarding alleged failure to (1) use Opioid Funds for Approved Purposes or (2) comply with reporting requirements.

5. Participating Local Governments may agree and elect to share, pool, or collaborate with their respective allocation of Opioid Funds in any manner they choose by adopting a Regional Agreement, so long as such sharing, pooling, or collaboration is used for Approved Purposes and complies with the terms of this MOU and any Settlement.

6. Nothing in this MOU should alter or change any Participating Local Government's rights to pursue its own claim. Rather, the intent of this MOU is to join all parties who wish to be Participating Local Governments to agree upon an allocation formula for any Opioid Funds from any future binding Settlement with one or more Pharmaceutical Supply Chain Participants for all Local Governments in the State of Washington.

7. If any Participating Local Government disputes the amount it receives from its allocation of Opioid Funds, the Participating Local Government shall alert its respective OAC within sixty (60) days of discovering the information underlying the dispute. Failure to alert its OAC within this time frame shall not constitute a waiver of the Participating Local Government's right to seek recoupment of any deficiency in its allocation of Opioid Funds.

8. If any OAC concludes that a Participating Local Government's expenditure of its allocation of Opioid Funds did not comply with the Approved Purposes listed in Exhibit A, or the terms of this MOU, or that the Participating Local Government otherwise misused its allocation of Opioid Funds, the OAC may take remedial action against the alleged offending Participating Local Government. Such remedial action is left to the discretion of the OAC and may include withholding future Opioid Funds owed to the offending Participating Local Government or requiring the offending Participating Local Government to reimburse improperly expended Opioid Funds back to the OAC to be re-allocated to the remaining Participating Local Governments within that Region.

9. All Participating Local Governments and OAC shall maintain all records related to the receipt and expenditure of Opioid Funds for no less than five (5) years and shall make such records available for review by any other Participating Local Government or OAC, or the public. Records requested by the public shall be produced in accordance with Washington's Public Records Act RCW 42.56.001 *et seq.* Records requested by another Participating Local Government or an OAC shall be produced within twenty-one (21) days of the date the record request was received. This requirement does not supplant any Participating Local Government or OAC's obligations under Washington's Public Records Act RCW 42.56.001 *et seq.*

#### **D. Payment of Counsel and Litigation Expenses**

1. The Litigating Local Governments have incurred attorneys' fees and litigation expenses relating to their prosecution of claims against the Pharmaceutical Supply Chain Participants, and this prosecution has inured to the benefit of all Participating Local Governments. Accordingly, a Washington

Government Fee Fund (“GFF”) shall be established that ensures that all Parties that receive Opioid Funds contribute to the payment of fees and expenses incurred to prosecute the claims against the Pharmaceutical Supply Chain Participants, regardless of whether they are litigating or non-litigating entities.

2. The amount of the GFF shall be based as follows: the funds to be deposited in the GFF shall be equal to 15% of the total cash value of the Opioid Funds.

3. The maximum percentage of any contingency fee agreement permitted for compensation shall be 15% of the portion of the Opioid Funds allocated to the Litigating Local Government that is a party to the contingency fee agreement, plus expenses attributable to that Litigating Local Government. Under no circumstances may counsel collect more for its work on behalf of a Litigating Local Government than it would under its contingency agreement with that Litigating Local Government.

4. Payments from the GFF shall be overseen by a committee (the “Opioid Fee and Expense Committee”) consisting of one representative of the following law firms: (a) Keller Rohrbach L.L.P.; (b) Hagens Berman Sobol Shapiro LLP; (c) Goldfarb & Huck Roth Riojas, PLLC; and (d) Napoli Shkolnik PLLC. The role of the Opioid Fee and Expense Committee shall be limited to ensuring that the GFF is administered in accordance with this Section.

5. In the event that settling Pharmaceutical Supply Chain Participants do not pay the fees and expenses of the Participating Local Governments directly at the time settlement is achieved, payments to counsel for Participating Local Governments shall be made from the GFF over not more than three years, with 50% paid within 12 months of the date of Settlement and 25% paid in each subsequent year, or at the time the total Settlement amount is paid to the Trustee by the Defendants, whichever is sooner.

6. Any funds remaining in the GFF in excess of: (i) the amounts needed to cover Litigating Local Governments’ private counsel’s representation agreements, and (ii) the amounts needed to cover the common benefit tax discussed in Section C.8 below (if not paid directly by the Defendants in connection with future settlement(s)), shall revert to the Participating Local Governments *pro rata* according to the percentages set forth in Exhibits B, to be used for Approved Purposes as set forth herein and in Exhibit A.

7. In the event that funds in the GFF are not sufficient to pay all fees and expenses owed under this Section, payments to counsel for all Litigating Local Governments shall be reduced on a *pro rata* basis. The Litigating Local Governments will not be responsible for any of these reduced amounts.

8. The Parties anticipate that any Opioid Funds they receive will be subject to a common benefit “tax” imposed by the court in *In Re: National Prescription Opiate Litigation*, United States District Court for the Northern District of Ohio, Case No. 1:17-md-02804-DAP (“Common Benefit Tax”). If this occurs, the Participating Local Governments shall first seek to have the settling defendants pay the Common Benefit Tax. If the settling defendants do not agree to pay the Common Benefit Tax, then the Common Benefit Tax shall be paid from the Opioid Funds and by both litigating and non-litigating Local Governments. This payment shall occur prior to allocation and distribution of funds to the Participating Local Governments. In the event that GFF is not fully exhausted to pay the Litigating Local Governments’ private counsel’s representation agreements, excess funds in the GFF shall be applied to pay the Common Benefit Tax (if any).

#### **E. General Terms**

1. If any Participating Local Government believes another Participating Local Government, not including the Regional Abatement Advisory Councils, violated the terms of this MOU, the alleging Participating Local Government may seek to enforce the terms of this MOU in the court in which any applicable Settlement(s) was entered, provided the alleging Participating Local Government first provides the alleged offending Participating Local Government notice of the alleged violation(s) and a reasonable opportunity to cure the alleged violation(s). In such an enforcement action, any alleging Participating Local Government or alleged offending Participating Local Government may be represented by their respective public entity in accordance with Washington law.

2. Nothing in this MOU shall be interpreted to waive the right of any Participating Local Government to seek judicial relief for conduct occurring outside the scope of this MOU that violates any Washington law. In such an action, the alleged offending Participating Local Government, including the Regional Abatement Advisory Councils, may be represented by their respective public entities in accordance with Washington law. In the event of a conflict, any Participating Local Government, including the Regional Abatement Advisory Councils and its Members, may seek outside representation to defend itself against such an action.

3. Venue for any legal action related to this MOU shall be in the court in which the Participating Local Government is located or in accordance with the court rules on venue in that jurisdiction. This provision is not intended to expand the court rules on venue.

4. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Participating Local Governments approve the use of electronic signatures for execution of this MOU. All use of electronic signatures

shall be governed by the Uniform Electronic Transactions Act. The Parties agree not to deny the legal effect or enforceability of the MOU solely because it is in electronic form or because an electronic record was used in its formation. The Participating Local Government agree not to object to the admissibility of the MOU in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

5. Each Participating Local Government represents that all procedures necessary to authorize such Participating Local Government's execution of this MOU have been performed and that the person signing for such Party has been authorized to execute the MOU.

**[Remainder of Page Intentionally Left Blank – Signature Pages Follow]**

**This One Washington Memorandum of Understanding Between Washington Municipalities is signed this \_\_\_\_ day of \_\_\_\_\_, 2022 by:**

\_\_\_\_\_

**Name & Title** \_\_\_\_\_

**On behalf of** \_\_\_\_\_

4894-0031-1574, v. 2

**EXHIBIT A**



## OPIOID ABATEMENT STRATEGIES

### PART ONE: TREATMENT

#### A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
  - a. Medication-Assisted Treatment (MAT);
  - b. Abstinence-based treatment;
  - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
  - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
  - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose).

or overdose fatality), and training of health care personnel to identify and address such trauma.

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.
4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.

4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.

17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

**D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
  - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.

4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice-involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.

5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
  - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.

b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.

7. Increase electronic prescribing to prevent diversion or forgery.
8. Educate Dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to



address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

#### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

## PART THREE: OTHER STRATEGIES

### **I. FIRST RESPONDERS**

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

### **K. TRAINING**

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other

strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
<b><u>Adams County</u></b>		
	Adams County	0.1638732475%
	Hatton	
	Lind	
	Othello	
	Ritzville	
	Washtucna	
	<b>County Total:</b>	<b>0.1638732475%</b>
<b><u>Asotin County</u></b>		
	Asotin County	0.4694498386%
	Asotin	
	Clarkston	
	<b>County Total:</b>	<b>0.4694498386%</b>
<b><u>Benton County</u></b>		
	Benton County	1.4848831892%
	Benton City	
	Kennewick	0.5415650564%
	Prosser	
	Richland	0.4756779517%
	West Richland	0.0459360490%
	<b>County Total:</b>	<b>2.5480622463%</b>
<b><u>Chelan County</u></b>		
	Chelan County	0.7434914485%
	Cashmere	
	Chelan	
	Entiat	
	Leavenworth	
	Wenatchee	0.2968333494%
	<b>County Total:</b>	<b>1.0403247979%</b>
<b><u>Clallam County</u></b>		
	Clallam County	1.3076983401%
	Forks	
	Port Angeles	0.4598370527%
	Sequim	
	<b>County Total:</b>	<b>1.7675353928%</b>

\*\*\* - Local Government appears in multiple counties B-1

## EXHIBIT B

County	Local Government	% Allocation
<b><u>Clark County</u></b>		
	Clark County	4.5149775326%
	Battle Ground	0.1384729857%
	Camas	0.2691592724%
	La Center	
	Ridgefield	
	Vancouver	1.7306605325%
	Washougal	0.1279328220%
	Woodland***	
	Yacolt	
	<b>County Total:</b>	6.7812031452%
<b><u>Columbia County</u></b>		
	Columbia County	0.0561699537%
	Dayton	
	Starbuck	
	<b>County Total:</b>	0.0561699537%
<b><u>Cowlitz County</u></b>		
	Cowlitz County	1.7226945990%
	Castle Rock	
	Kalama	
	Kelso	0.1331145270%
	Longview	0.6162736905%
	Woodland***	
	<b>County Total:</b>	2.4720828165%
<b><u>Douglas County</u></b>		
	Douglas County	0.3932175175%
	Bridgeport	
	Coulee Dam***	
	East Wenatchee	0.0799810865%
	Mansfield	
	Rock Island	
	Waterville	
	<b>County Total:</b>	0.4731986040%
<b><u>Ferry County</u></b>		
	Ferry County	0.1153487994%
	Republic	
	<b>County Total:</b>	0.1153487994%

\*\*\* - Local Government appears in multiple counties B-2

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
<b><u>Franklin County</u></b>		
	Franklin County	0.3361237144%
	Connell	
	Kahlotus	
	Mesa	
	Pasco	0.4278056066%
	<b>County Total:</b>	<b>0.7639293210%</b>
<b><u>Garfield County</u></b>		
	Garfield County	0.0321982209%
	Pomeroy	
	<b>County Total:</b>	<b>0.0321982209%</b>
<b><u>Grant County</u></b>		
	Grant County	0.9932572167%
	Coulee City	
	Coulee Dam***	
	Electric City	
	Ephrata	
	George	
	Grand Coulee	
	Hartline	
	Krupp	
	Mattawa	
	Moses Lake	0.2078293909%
	Quincy	
	Royal City	
	Soap Lake	
	Warden	
	Wilson Creek	
	<b>County Total:</b>	<b>1.2010866076%</b>

\*\*\* - Local Government appears in multiple counties B-3

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
<b><u>Grays Harbor County</u></b>		
	Grays Harbor County	0.9992429138%
	Aberdeen	0.2491525333%
	Cosmopolis	
	Elma	
	Hoquiam	
	McCleary	
	Montesano	
	Oakville	
	Ocean Shores	
	Westport	
	<b>County Total:</b>	<b>1.2483954471%</b>
<b><u>Island County</u></b>		
	Island County	0.6820422610%
	Coupeville	
	Langley	
	Oak Harbor	0.2511550431%
	<b>County Total:</b>	<b>0.9331973041%</b>
<b><u>Jefferson County</u></b>		
	Jefferson County	0.4417137380%
	Port Townsend	
	<b>County Total:</b>	<b>0.4417137380%</b>

\*\*\* - Local Government appears in multiple counties B-4

## EXHIBIT B

County	Local Government	% Allocation
<b><u>King County</u></b>		
King County		13.9743722662%
Algona		
Auburn***		0.2622774917%
Beaux Arts Village		
Bellevue		1.1300592573%
Black Diamond		
Bothell***		0.1821602716%
Burien		0.0270962921%
Carnation		
Clyde Hill		
Covington		0.0118134406%
Des Moines		0.1179764526%
Duvall		
Enumclaw***		0.0537768326%
Federal Way		0.3061452240%
Hunts Point		
Issaquah		0.1876240107%
Kenmore		0.0204441024%
Kent		0.5377397676%
Kirkland		0.5453525246%
Lake Forest Park		0.0525439124%
Maple Valley		0.0093761587%
Medina		
Mercer Island		0.1751797481%
Milton***		
Newcastle		0.0033117880%
Normandy Park		
North Bend		
Pacific***		
Redmond		0.4839486007%
Renton		0.7652626920%
Sammamish		0.0224369090%
SeaTac		0.1481551278%
Seattle		6.6032403816%
Shoreline		0.0435834501%
Skykomish		
Snoqualmie		0.0649164481%
Tukwila		0.3032205739%
Woodinville		0.0185516364%
Yarrow Point		
<b>County Total:</b>		<b>26.0505653608%</b>

\*\*\* - Local Government appears in multiple counties B-5



## EXHIBIT B

County	Local Government	% Allocation
<b><u>Kitsap County</u></b>		
	Kitsap County	2.6294133668%
	Bainbridge Island	0.1364686014%
	Bremerton	0.6193374389%
	Port Orchard	0.1009497162%
	Poulsbo	0.0773748246%
	<b>County Total:</b>	<b>3.5635439479%</b>
<b><u>Kittitas County</u></b>		
	Kittitas County	0.3855704683%
	Cle Elum	
	Ellensburg	0.0955824915%
	Kittitas	
	Roslyn	
	South Cle Elum	
	<b>County Total:</b>	<b>0.4811529598%</b>
<b><u>Klickitat County</u></b>		
	Klickitat County	0.2211673457%
	Bingen	
	Goldendale	
	White Salmon	
	<b>County Total:</b>	<b>0.2211673457%</b>
<b><u>Lewis County</u></b>		
	Lewis County	1.0777377479%
	Centralia	0.1909990353%
	Chehalis	
	Morton	
	Mossyrock	
	Napavine	
	Pe Ell	
	Toledo	
	Vader	
	Winlock	
	<b>County Total:</b>	<b>1.2687367832%</b>

\*\*\* - Local Government appears in multiple counties B-6

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
<b><u>Lincoln County</u></b>		
	Lincoln County	0.1712669645%
	Almira	
	Creston	
	Davenport	
	Harrington	
	Odessa	
	Reardan	
	Sprague	
	Wilbur	
	<b>County Total:</b>	<b>0.1712669645%</b>
<b><u>Mason County</u></b>		
	Mason County	0.8089918012%
	Shelton	0.1239179888%
	<b>County Total:</b>	<b>0.9329097900%</b>
<b><u>Okanogan County</u></b>		
	Okanogan County	0.6145043345%
	Brewster	
	Conconully	
	Coulee Dam***	
	Elmer City	
	Nespelem	
	Okanogan	
	Omak	
	Oroville	
	Pateros	
	Riverside	
	Tonasket	
	Twisp	
	Winthrop	
	<b>County Total:</b>	<b>0.6145043345%</b>
<b><u>Pacific County</u></b>		
	Pacific County	0.4895416466%
	Ilwaco	
	Long Beach	
	Raymond	
	South Bend	
	<b>County Total:</b>	<b>0.4895416466%</b>

\*\*\* - Local Government appears in multiple counties B-7

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
<b><u>Pend Oreille County</u></b>		
	Pend Oreille County	0.2566374940%
	Cusick	
	Ione	
	Metaline	
	Metaline Falls	
	Newport	
	<b>County Total:</b>	<b>0.2566374940%</b>
<b><u>Pierce County</u></b>		
	Pierce County	7.2310164020%
	Auburn***	0.0628522112%
	Bonney Lake	0.1190773864%
	Buckley	
	Carbonado	
	DuPont	
	Eatonville	
	Edgewood	0.0048016791%
	Enumclaw***	0.0000000000%
	Fife	0.1955185481%
	Fircrest	
	Gig Harbor	0.0859963345%
	Lakewood	0.5253640894%
	Milton***	
	Orting	
	Pacific***	
	Puyallup	0.3845704814%
	Roy	
	Ruston	
	South Prairie	
	Steilacoom	
	Sumner	0.1083157569%
	Tacoma	3.2816374617%
	University Place	0.0353733363%
	Wilkesson	
	<b>County Total:</b>	<b>12.0345236870%</b>
<b><u>San Juan County</u></b>		
	San Juan County	0.2101495171%
	Friday Harbor	
	<b>County Total:</b>	<b>0.2101495171%</b>

\*\*\* - Local Government appears in multiple counties B-8

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
<b><u>Skagit County</u></b>		
	Skagit County	1.0526023961%
	Anacortes	0.1774962906%
	Burlington	0.1146861661%
	Concrete	
	Hamilton	
	La Conner	
	Lyman	
	Mount Vernon	0.2801063665%
	Sedro-Woolley	0.0661146351%
	<b>County Total:</b>	<b>1.6910058544%</b>
<b><u>Skamania County</u></b>		
	Skamania County	0.1631931925%
	North Bonneville	
	Stevenson	
	<b>County Total:</b>	<b>0.1631931925%</b>
<b><u>Snohomish County</u></b>		
	Snohomish County	6.9054415622%
	Arlington	0.2620524080%
	Bothell***	0.2654558588%
	Brier	
	Darrington	
	Edmonds	0.3058936009%
	Everett	1.9258363241%
	Gold Bar	
	Granite Falls	
	Index	
	Lake Stevens	0.1385202891%
	Lynnwood	0.7704629214%
	Marysville	0.3945067827%
	Mill Creek	0.1227939546%
	Monroe	0.1771621898%
	Mountlake Terrace	0.2108935805%
	Mukilteo	0.2561790702%
	Snohomish	0.0861097964%
	Stanwood	
	Sultan	
	Woodway	
	<b>County Total:</b>	<b>11.8213083387%</b>

\*\*\* - Local Government appears in multiple counties B-9

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
<b><u>Spokane County</u></b>		
	Spokane County	5.5623859292%
	Airway Heights	
	Cheney	0.1238454349%
	Deer Park	
	Fairfield	
	Latah	
	Liberty Lake	0.0389636519%
	Medical Lake	
	Millwood	
	Rockford	
	Spangle	
	Spokane	3.0872078287%
	Spokane Valley	0.0684217500%
	Waverly	
	<b>County Total:</b>	<b>8.8808245947%</b>
<b><u>Stevens County</u></b>		
	Stevens County	0.7479240179%
	Chewelah	
	Colville	
	Kettle Falls	
	Marcus	
	Northport	
	Springdale	
	<b>County Total:</b>	<b>0.7479240179%</b>
<b><u>Thurston County</u></b>		
	Thurston County	2.3258492094%
	Bucoda	
	Lacey	0.2348627221%
	Olympia	0.6039423385%
	Rainier	
	Tenino	
	Tumwater	0.2065982350%
	Yelm	
	<b>County Total:</b>	<b>3.3712525050%</b>
<b><u>Wahkiakum County</u></b>		
	Wahkiakum County	0.0596582197%
	Cathlamet	
	<b>County Total:</b>	<b>0.0596582197%</b>

\*\*\* - Local Government appears in multiple counties B-10

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
<b><u>Walla Walla County</u></b>		
	Walla Walla County	0.5543870294%
	College Place	
	Prescott	
	Waitsburg	
	Walla Walla	0.3140768654%
	<b>County Total:</b>	<b>0.8684638948%</b>
<b><u>Whatcom County</u></b>		
	Whatcom County	1.3452637306%
	Bellingham	0.8978614577%
	Blaine	
	Everson	
	Ferndale	0.0646101891%
	Lynden	0.0827115612%
	Nooksack	
	Sumas	
	<b>County Total:</b>	<b>2.3904469386%</b>
<b><u>Whitman County</u></b>		
	Whitman County	0.2626805837%
	Albion	
	Colfax	
	Colton	
	Endicott	
	Farmington	
	Garfield	
	LaCrosse	
	Lamont	
	Malden	
	Oakesdale	
	Palouse	
	Pullman	0.2214837491%
	Rosalia	
	St. John	
	Tekoa	
	Uniontown	
	<b>County Total:</b>	<b>0.4841643328%</b>

\*\*\* - Local Government appears in multiple counties B-11

**EXHIBIT B**

<b>County</b>	<b>Local Government</b>	<b>% Allocation</b>
<b><u>Yakima County</u></b>		
	Yakima County	1.9388392959%
	Grandview	0.0530606109%
	Granger	
	Harrah	
	Mabton	
	Moxee	
	Naches	
	Selah	
	Sunnyside	0.1213478384%
	Tieton	
	Toppenish	
	Union Gap	
	Wapato	
	Yakima	0.6060410539%
	Zillah	
	<b>County Total:</b>	<b>2.7192887991%</b>

\*\*\* - Local Government appears in multiple counties B-12

# Exhibit C



**KING COUNTY REGIONAL AGREEMENT**

King County intends to explore coordination with its cities and towns to facilitate a Regional Agreement for Opioid Fund allocation. Should some cities and towns choose not to participate in a Regional Agreement, this shall not preclude coordinated allocation for programs and services between the County and those cities and towns who elect to pursue a Regional Agreement. As contemplated in C.5 of the MOU, any Regional Agreement shall comply with the terms of the MOU and any Settlement. If no Regional Agreement is achieved, the default methodology for allocation in C.4 of the MOU shall apply.

**EXHIBIT K****Subdivision Participation and Release Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*CVS Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**Exhibit K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Teva Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**EXHIBIT K**

**Subdivision Participation and Release Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 (“*Walgreens Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.





6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**EXHIBIT K**

**Subdivision Participation Form**

Governmental Entity:	State:
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 (“Walmart Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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



**EXHIBIT K**  
**Subdivision and Special District Settlement Participation Form**

Governmental Entity:	State:
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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





THIS PAGE LEFT INTENTIONALLY BLANK

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: 24<sup>th</sup> Ave S Improvements Project –  
Puget Sound Energy Easement

FOR AGENDA OF: April 13, 2023

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

DATE SUBMITTED: April 5, 2023

1. Puget Sound Energy Easement
2. Appraisal Report – City of Des Moines  
Public Works Operations Facility

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *MLR*
- Human Resources \_\_\_\_\_
- Legal *TG*
- Marina \_\_\_\_\_
- Police \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works *David Jones*

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

**Purpose and Recommendation**

The purpose of this agenda item is to seek City Council approval for a Puget Sound Energy (PSE) Easement (Attachment 1) on City of Des Moines property at the Public Works Operations Facility, Tax Parcel No. 0922049018. The easement will grant Puget Sound Energy the right to use the Easement area in and upon Tax Parcel No. 0922049018, to relocate existing overhead facilities in order to accommodate the City’s 24<sup>th</sup> Ave S Improvements Project. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion:** “I move to approve the Puget Sound Energy Easement on Tax Parcel No. 0922049018, and further authorize the City Manager to sign said easement substantially in the form as submitted.”

### **Background**

The 24<sup>th</sup> Ave S Improvements Project (Kent-Des Moines Rd. (SR 516) to S 223<sup>rd</sup> St) is an element of the adopted City of Des Moines Comprehensive Transportation Plan (CTP), Transportation Improvement Plan (TIP), and Capital Improvement Plan (CIP). This project is Segment 2 of the 24<sup>th</sup> Ave S Corridor Improvements, with future Segment 1 improvements designated between S 223<sup>rd</sup> St and S 216<sup>th</sup> St.

This project proposes to construct sidewalks, bike lanes, reduced travel lane widths for traffic calming, two-way left turn lane, storm drainage, and illumination. The project will improve non-motorized user safety by the construction of bike lanes and ADA sidewalks on both sides of the roadway and enhanced pedestrian crossings near Midway Elementary and Pacific Middle schools.

At the May 7, 2020 City Council meeting, the City Council directed staff to make the necessary arrangements to have all of the existing overhead utilities relocated aerially, as needed for construction, waiving the requirement for undergrounding of utilities in accordance with DMMC 12.25.110.

During the design phase of the project, staff met with franchise utility providers to inform them of the City's plans, request identification of utility conflicts with the proposed improvements, and to request their input and participation in the project where conflicts exist to avoid delays during the project construction phase.

### **Discussion**

Puget Sound Energy owns and maintains existing overhead power facilities throughout the 24<sup>th</sup> Ave S corridor. Many of the existing Puget Sound Energy facilities are in direct conflict with the proposed improvements on the 24<sup>th</sup> Ave S Improvements Project and must be relocated per the City's franchise agreement. To facilitate their relocation efforts, Puget Sound Energy has requested a permanent utility easement (Attachment 1) to relocate a portion of their infrastructure to City property at the Public Works Operations Facility, Tax Parcel No. 0922049018.

The proposed easement, shown graphically in Exhibit 'A' of Attachment 1, extends along the length of the City's Public Works Operations Facility's eastern property line, totaling 7,271.95 square feet. City staff has reviewed the easement location and determined that it will not have a negative impact on the current or future needs of the City's property.

Austin Appraisal was tasked by the City to prepare an Appraisal Report for before/after valuation of the City's Public Works Operations Facility's parcel (Attachment 2). The Appraisal Report determined that the Total Just Compensation of the proposed Puget Sound Energy easement was \$30,210.00. Upon review, Puget Sound Energy agreed with the City's Appraisal Report and has offered the City the full amount in compensation (\$30,210.00).

### **Alternatives**

The City Council could elect not to grant an easement to Puget Sound Energy and request alternative locations for their overhead facilities. This will delay the City's 24<sup>th</sup> Ave S Improvements Project construction schedule.

### **Financial Impact**

Revenue from the Puget Sound Energy easement will be utilized for project construction funding.

**Recommendation**

Staff recommends the adoption of the motion.

**Council Committee Review**

Not Applicable

THIS PAGE LEFT INTENTIONALLY BLANK



March 29, 2023

City of Des Moines  
Attn: Andrew Merges  
Public Works Director  
21630 11<sup>th</sup> Ave S, Ste. A  
Des Moines, WA 98198

RE: PSE Des Moines 24<sup>th</sup> Ave S PI Relocation Project  
King County Parcel #0922049018, PSE WO # 101137534

Dear Mr. Merges,

Puget Sound Energy offered to purchase an easement over a portion of the City's property located in Des Moines, WA (King County APN 0922049018). Per recent discussions, PSE respectfully requests your consideration in granting an easement on the City's property for the revised total compensation amount of **\$30,210.00**. Enclosed you'll find an easement document for review and signature. In addition, an exhibit drawing is provided showing where the easement will be located in relationship to the property boundary.

Please have the enclosed document signed by the authorized signatory in the presence of a notary public and return the signed original, along with a completed W-9 form and payment voucher, to our office using the enclosed pre-paid envelope. We ask that the easement be signed and returned by **April 20<sup>th</sup>, 2023**.

If you have any questions regarding the enclosed easement agreement or would like to schedule a notary appointment, please contact me at 425-358-1607. You can also reach me by e-mail at [Jon@csrow.com](mailto:Jon@csrow.com).

Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jonathan Fink', is written over a light blue horizontal line.

Jonathan Fink, Commonstreet Consulting  
Real Estate Representative to PSE  
PO Box 1544  
Langley, WA 98260

**Puget Sound Energy, Inc.  
Real Property Voucher Form**

<p>AGENCY NAME:</p> <p>Puget Sound Energy, Inc. P.O. Box 97034 (BOT-020) Attn: Amber Yang Bellevue, WA 98009-9734</p>	<p><b>City of Des Moines</b></p> <p>By: _____</p> <p>As: _____ Date _____</p> <p>By: _____</p> <p>As: _____ Date _____</p> <p>Phone #: _____</p>
<p>GRANTOR OR CLAIMANT:</p> <p>City of Des Moines 21630 11<sup>th</sup> Ave S, Ste. A Des Moines, WA 98198</p>	

<p>PROJECT NAME:</p>	<p>PUGET SOUND ENERGY Des Moines 24<sup>th</sup> Ave S PI Relocation Project W/O# 101137534</p>
<p>ASSESSOR PARCEL NUMBER:</p>	<p>0922049018</p>

**In Full and Final Payment for the title or interest conveyed or released, as fully set forth in the attached document:**

Permanent Easement (#0922049018):	<b>\$30,210.00</b>
Notes:	
<b>Total of Final Settlement:</b>	<b>\$30,210.00</b>

<p>Acquisition Agent:</p>	<p>_____ Jonathan Fink, CSROW PO Box 1544 Langley, WA 98260 Phone: (425) 358-1607</p>	<p>_____ Date</p>
<p>Puget Sound Energy, Inc:</p>	<p>_____ Amber Yang PO Box 97034 (BOT-020) Bellevue, WA 98009-0868</p>	<p>_____ Date</p>

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attn: ROW Department (MB)  
PO Box 97034 / BOT-020  
Bellevue, WA 98009-9734



**EASEMENT**

REFERENCE #:  
GRANTOR (Owner): **CITY OF DES MOINES**  
GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**  
SHORT LEGAL: **PTN SE ¼ SW ¼ S09-T22N-R4E, W.M.**  
ASSESSOR'S PROPERTY TAX PARCEL: **0922049018**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF DES MOINES, a municipality of the State of Washington** ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in King County, Washington:

**THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WASHINGTON; WHICH LIES SOUTH OF FRED RUSSELL COUNTY ROAD, (S. 223<sup>RD</sup> STREET) AND EAST OF A LINE DRAWN FROM A POINT 711.12 FEET EAST OF THE SOUTHWEST CORNER TO A POINT 711 FEET EAST OF THE NORTHWEST CORNER OF SAID LINE:**

**EXCEPT THE EASTERLY 30 FEET THEREOF CONVEYED TO KING COUNTY FOR ROAD PURPOSES BY DEED RECORDED UNDER RECORDING NO. 787611, KING COUNTY, WASHINGTON.**

**SITUATE IN COUNTY OF KING, STATE OF WASHINGTON.**

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

**THAT PORTION OF THE HEREIN DESCRIBED REAL PROPERTY DESCRIBED AS FOLLOWS:**

**THE EAST NINETEEN (19) FEET;**

**TOGETHER WITH THE NORTH 5 FEET OF THE SOUTH 25 FEET OF THE WEST 7 FEET OF THE EAST 26 FEET;**

**LESS RIGHT OF WAY DEDICATED TO THE CITY OF DES MOINES, IF ANY, LOCATED IN THE NORTH 5 FEET OF THE EAST 5 FEET.**

**A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "A" AS A VISUAL AID ONLY.**

PSE Easement 2014  
WO# 101137534  
Page 1 of 5



**1. Purpose.** PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

**Overhead facilities.** Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

**2. Easement Area Clearing and Maintenance.** PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

**3. Trees Outside Easement Area.** PSE shall have the right to cut, trim remove and dispose of any trees located on the Property outside the Easement Area that could, in PSE's sole judgment, interfere with or create a hazard to PSE's systems. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees and make a reasonable effort to give Owner prior notice that such trees will be cut, trimmed, removed or disposed. Owner shall be entitled to compensation for the actual market value of merchantable timber (if any) cut and removed from the Property by PSE.

**4. Restoration.** Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

**5. Owner's Use of Easement Area.** Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

**6. Indemnity.** PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

**7. Termination.** The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

**8. Successors and Assigns.** PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

[signatures to follow next page]

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

OWNER: **CITY OF DES MOINES**, a municipality of the State of Washington

BY: \_\_\_\_\_

AS: \_\_\_\_\_

STATE OF Washington     )  
  ) ss  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared \_\_\_\_\_ to me known to be the individual who executed the within and foregoing instrument as \_\_\_\_\_ **of the City of Des Moines, a municipality of the State of Washington**, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned; and on oath stated that they were authorized to execute the said instrument.

GIVEN UNDER my hand and official seal hereto affixed the day and year in this certificate first above written.

\_\_\_\_\_  
(Signature of Notary)

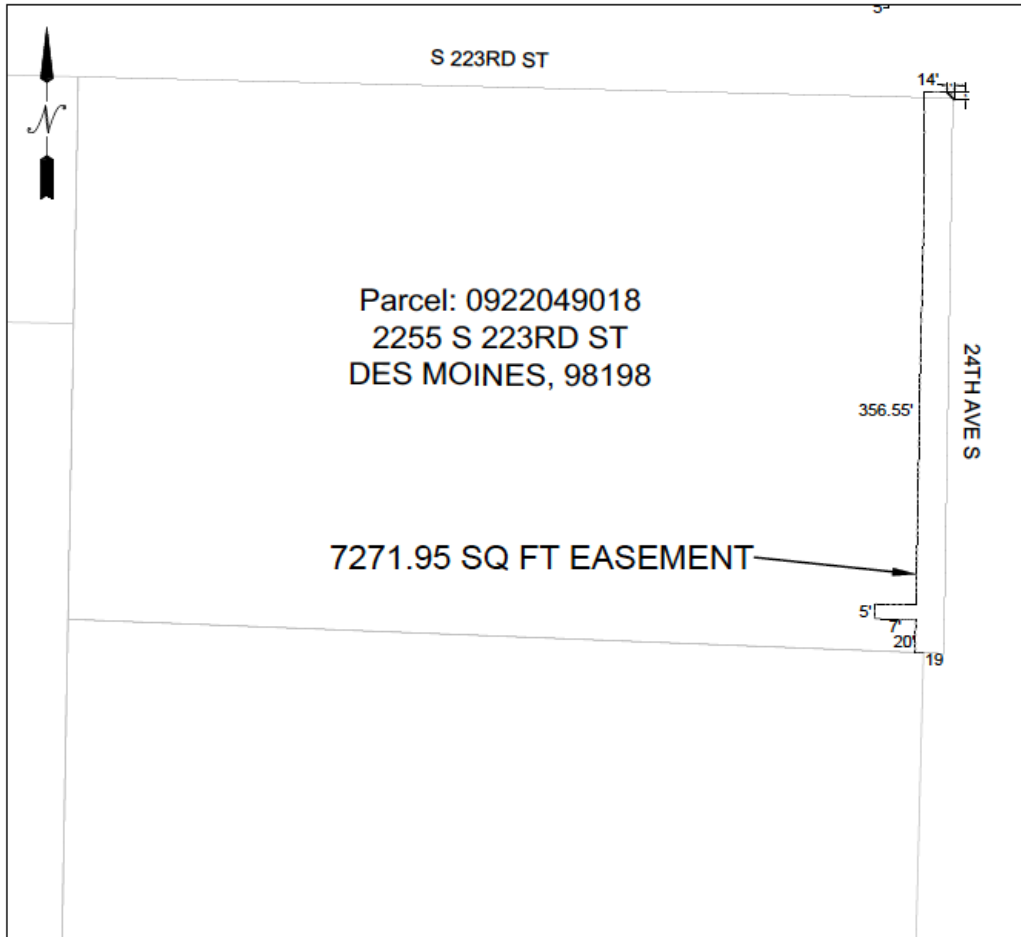
\_\_\_\_\_  
(Print or stamp name of Notary)

**NOTARY PUBLIC** in and for the State of Washington, residing  
at \_\_\_\_\_

My Appointment Expires: \_\_\_\_\_



EXHIBIT "A"  
EASEMENT DEPICTION



THIS PAGE LEFT INTENTIONALLY BLANK

**Appraisal Report  
of the  
City of Des Moines Property  
Before/After Valuation**

---



---

**Located at 2225 South 223<sup>rd</sup> Street  
in Des Moines, Washington 98198**

As of  
**February 28, 2023**

Prepared For  
**City of Des Moines**

By  
**Austin Appraisal**

## Table of Contents

Letter of Transmittal	
Summary Facts and Conclusions .....	1
Preliminary Information .....	4
Regional Description .....	7
Neighborhood Description .....	14
Site Improvements .....	18
Zoning Description .....	23
Highest & Best Use .....	30
Valuation Theory .....	32
Market Data Approach .....	34
Property Description/After .....	49
Highest & Best Use/After .....	51
Market Data Approach/After .....	53
Just Compensation .....	57
Addenda	
Certification	
King County Assessors Information	
Assumption & Limiting Conditions	
Qualifications	
State License	

**Austin Appraisal**  
27045 10<sup>th</sup> Avenue South  
Des Moines, Washington 98198  
(253) 941-4959 Phone  
(253) 941-4859 Fax

March 10, 2023

Mr. Tim George  
City Attorney  
City of Des Moines  
21630 11<sup>th</sup> Avenue South  
Suite #A  
Des Moines, WA. 98198

RE: Appraisal Report of the Before/After Value  
of the City of Des Moines Property  
located at 2255 South 223<sup>rd</sup> Street  
in Des Moines, WA, 9898

Austin File No: 2023-21

To: Mr. Tim George:

As requested we have appraised the above-referenced property that is described in this report. An inspection of the subject property was made on February 28, 2023. The following points are outlined in regard to the appraisal:

Purpose: The purpose of this appraisal, is to form an opinion of the **Market Value** of the fee simple interest of the Before/After Value of the property which is located at 2255 South 223<sup>rd</sup> Street in Des Moines, Washington to determine the just compensation due after the acquisition of the +/-7,272 SF overhead easement line by Puget Sound Energy for the relocation of two (2) power poles.

Puget Sound Energy is also interested in purchasing +/-35 SF for an additional easement regarding the installation of a pole and anchor which may impact the City of Des Moines Public Works Yard.

We have appraised the Market Value of the subject by utilizing the Market Data Approach to arrive at an opinion of value for the subject. This appraisal report has been completed in accordance with the certification and limiting conditions out in this report. The Appraisal Report will conclude the diminution in the market value of the fee simple interest in the subject property, which will be used to determine the just compensation to the current ownership of the subject.



Letter to Mr. Tim George  
February 10, 2023  
Page 2

To determine the just compensation due we have formed an opinion of the market value of the subject property before and after the proposed acquisition which we described above. The methodology utilized by the appraisers has led to the following value conclusions and resulting just compensation due to the ownership of the subject.

**Value Differential Before/After**

<b>FINAL VALUE</b>	<b>Applicable Date</b>	<b>Opinion of Value</b>
<b>Overhead Easement Valuation</b>	February 28, 2023	\$30,000
<b>Proposed Pole/Anchor Valuation</b>	February 28, 2023	\$210
<b>Total Just Compensation</b>	February 28, 2023	\$30,210

Thank you for the opportunity to serve you. If you have any questions regarding this report, please feel free to call.

Respectfully submitted,



\_\_\_\_\_  
Stephen F. Swank  
Appraiser/Real Estate Consultant

**Summary Facts & Conclusions**

Property Identification: The subject is located at 2255 South 223<sup>rd</sup> Street, in Des Moines, King County, Washington.

Identifying Land Description: 092204-9018  
Refer to Legal description in the Addenda.

Ownership & History: The current owner of the subject property is the City of Des Moines. The subject property has not been purchased within the past three years based on information provided to the appraisers from the King County Assessors Office. The subject property as of the date of Appraisal Report is not listed for sale nor is there a pending offer to purchase the subject property.

However our client which is the City of Des Moines has received an inquiry from Puget Sound Energy to acquire +/- 7,272 SF of land area from the current owner of the subject property for and overhead easement to relocated two (2) power poles which are currently located to the east of the subject property along 24<sup>th</sup> Avenue South. There is also an additional +/-35 SF of an easement that will have a pole and anchor which may impact the City of Des Moines Public Works Yard.

Property Type: At the present time the subject property is operated as the City of Des Moines Public Works and Park Services Center with the building area being +/-8,669 SF. This structure was built in 1961. The existing improvements will not be impacted and are therefore not considered not to be part of the appraisal. The land area to be acquired is approximately +/-7,722 SF based on the based on the appraisers review of the easement depiction which was prepared by Puget Sound Energy.

Land Area: +/-5.04 acres or +/-219,540 SF of land area is associated with the subject parcel based on the appraisers review of the property records of the King County Assessors Office. We have summarized below the remaining land area after the potential acquisition +/-900 SF from the subject parcel.

Total Land Area	+/-219,540 SF
Acquired Land Area	<u>+/- 7,272 SF</u>
Remaining Land Area	+/-212,268 SF

The land area to be acquired is currently unimproved and fronts along the west side of 24<sup>th</sup> Avenue South.

Zoning: The subject site has a zoning designation of RS-9600 as designated by City of Des Moines Community Development Department. Current zoning was verified based on the appraisers

**SUMMARY FACTS & CONCLUSIONS**

---

discussions with the above referenced municipality. The principle objective and purpose to be served by this zone and its application is to create a living environment of the highest standard for single-family dwellings. Other related land uses contributing directly to complete a living environment are considered compatible and therefore are also permitted. A further related consideration is to make it possible to more efficiently and economically design, install, and maintain all physical public service facilities in terms of size and capacity to adequately and permanently meet needs resulting from a defined intensity of land use.

Highest & Best Use: City of Des Moines Public Works/Parks Department Service Center.

Marketing Time: Six months or less after appraisal date.

Exposure Time: Six months or less after appraisal date.

Economic Life: N/A (Vacant Land)

Effective Age: N/A (Vacant Land)

Remaining Life: N/A (Vacant Land)

Type of Appraisal: As requested, this is an Appraisal Report that is USPAP and FIRREA Title IX compliant.

Effective Date of Value: February 28, 2023

Date of Inspection: February 28, 2023 inspected by Stephen Swank.

Date of Report: March 10, 2023

---

Rights Appraised: Market Value of the Fee Simple Interest.

Limiting Conditions: The reader is directed to review the “Limiting Conditions” and “Certification” in the Addenda that pertain to this appraisal.

Americans with Disabilities Act (ADA): At the current time there are building improvements located on site. However for the purposes of the appraisal assignment the existing improvements are not relevant based on the scope of the appraisal assignment. Therefore an analysis as to whether the subject is in conformance with the ADA Act of 1992 is not applicable.

**SUMMARY FACTS & CONCLUSIONS**

**Conclusions:**

<b>FINAL VALUE</b>	<b>Applicable Date</b>	<b>Opinion of Value</b>
<b>Before Market Value</b>	February 28, 2023	\$1,760,000
<b>Less: After Market Value</b>	February 28, 2023	\$1,700,000
<b>Difference/Just Compensation</b>	February 28, 2023	\$60,000

**Overhead Easement Valuations:**

Puget Sound Energy has requested a +/-7,272 SF overhead power line easement from the city of Des Moines. Therefore since the impact would be overhead only and not the actual land area of the property which is useable, we have allocated a value of 50% of the fee value of the property. Therefore the just compensation due to the City of Des Moines is concluded to be \$30,000 (rounded).

**Proposed Pole and Anchor Valuation:**

There will also be a +/-35 SF of the easement which will have a pole and anchor which has been valued at 75% of the fee value of the property which will still be owned by the City of Des Moines after the placement of these above described improvements, The monetary damages are valued at \$210.00 (rounded).

<b>FINAL VALUE</b>	<b>Applicable Date</b>	<b>Opinion of Value</b>
<b>Overhead Easement Valuation</b>	February 28, 2023	\$30,000
<b>Proposed Pole/Anchor Value</b>	February 28, 2023	\$210
<b>Total Just Compensation</b>	February 28, 2023	\$30,210

---

**PRELIMINARY INFORMATION**

This is an Appraisal Report which is intended to comply with the reporting requirements as set forth under the Uniform Standards of Professional Practice. As such, it presents all of the required discussion of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. This report is intended for use in connection with a federally related transaction. Reference is made to the attached Assumptions and Limiting Conditions, which are integral and a critical component of this report.

**Scope**

This appraisal considers the market conditions affecting the subject property, utilizing the Market Data Approach form a credible opinion of value of the subject property. This Appraisal Report has been completed in accordance with the certification and limiting conditions outlined in this report. The Appraisal Report will conclude the diminution in the market value of the fee simple interest in the subject property, which will be used to determine the just compensation to the current ownership as a result of the proposed taking of +/-7,272 SF of the property site. Furthermore the subject will be impacted by the +/-35 SF due to the placement of a pole and anchor which will impact the City of Des Moines Public Works Yard.

Puget Sound Energy has indicated their interest to obtain this overhead easement for the relocation of two (2) existing power poles which are located directly east of the subject on 24<sup>th</sup> Avenue South.

**Limitations of Assignment**

This appraisal report includes a summary of the appraiser's analyses and conclusions under Project #2023-21 with supporting documentation and analysis of this information contained in this file. Diligent effort has been made to comply with USPAP. If authorized users of this Appraisal Report find the information provided in any way inadequate or insufficient, rather than misled or confused by this evaluation, they must seek clarification or additional information from the appraisers.

Photographs of the comparables as well as location maps are included within the narrative section of the appraisal report.

**Purpose and Date of Appraisal**

The purpose of this appraisal is to form an opinion of the Market Value of the fee simple interest of the Before/After Value of the easement at the subject property 2225 South 223<sup>rd</sup> Street in Des Moines, Washington and to determine the just compensation due after the acquisition of the +/-7,272 SF regarding the overhead easement as well as the +/-35 SF which will be taken from the Public City of Des Moines Public Works Yard.

**Client and Intended Use of the Appraisal**

Our client is City of Des Moines who is interested in determining the just compensation regarding the overhead easement and land area which Puget Sound Energy has expressed interest in for a proposed relocation of two (2) existing power poles. The intended use of the appraisal report is to form an opinion of the market value of the subject property prior to the acquisition of the property by Puget Sound Energy to determine the just compensation for the City of Des Moines.

**Client**

“The party or parties who engages an appraiser (by employment or contract) in a specific assignment.”

**Function**

The function of the Appraisal Report is to determine the diminution in the market value of the fee simple interest in the subject property and to determine the just compensation owed to the current ownership of the subject property.

**Effective Date of Appraisal**

Our opinion of Market Value relates to the market conditions on February 28, 2023 regarding the subject property.

**Competency**

The qualifications appearing at the end of the Addenda verify that the persons signing this report are competent to perform this appraisal.

**Unavailability of Information**

A title report was not provided. This appraisal is subject to any easements that may or may not be uncovered by a title company. We as appraisers are not qualified to render a professional as to easements or encroachments which may impact the subject property at the current time.

**Personal Property**

Personal property was not included in our appraisal of the subject property.

**Hypothetical Conditions**

We have applied a hypothetical conditions in forming an opinion of value for the subject property.

**Extraordinary Assumptions**

We have not applied any extraordinary assumptions in forming an opinion of value for the subject parcel.

**Estimated Value Basis**

This report presents the cash or cash equivalent value of the subject property.

**Definitions**

**Market Value**

Title XI of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), Section 225.62, defines Market Value as follows:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their own best interest;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in US. dollars or in terms of financial arrangements comparable thereto, and;
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

**Leased Fee Estate**

“A **Leased Fee Estate** is an ownership interest held by a landlord with the right of use and occupancy conveyed by lease to others; the rights of lessor (lease fee owner) and leased fee are specified by contract terms contained within the lease.”

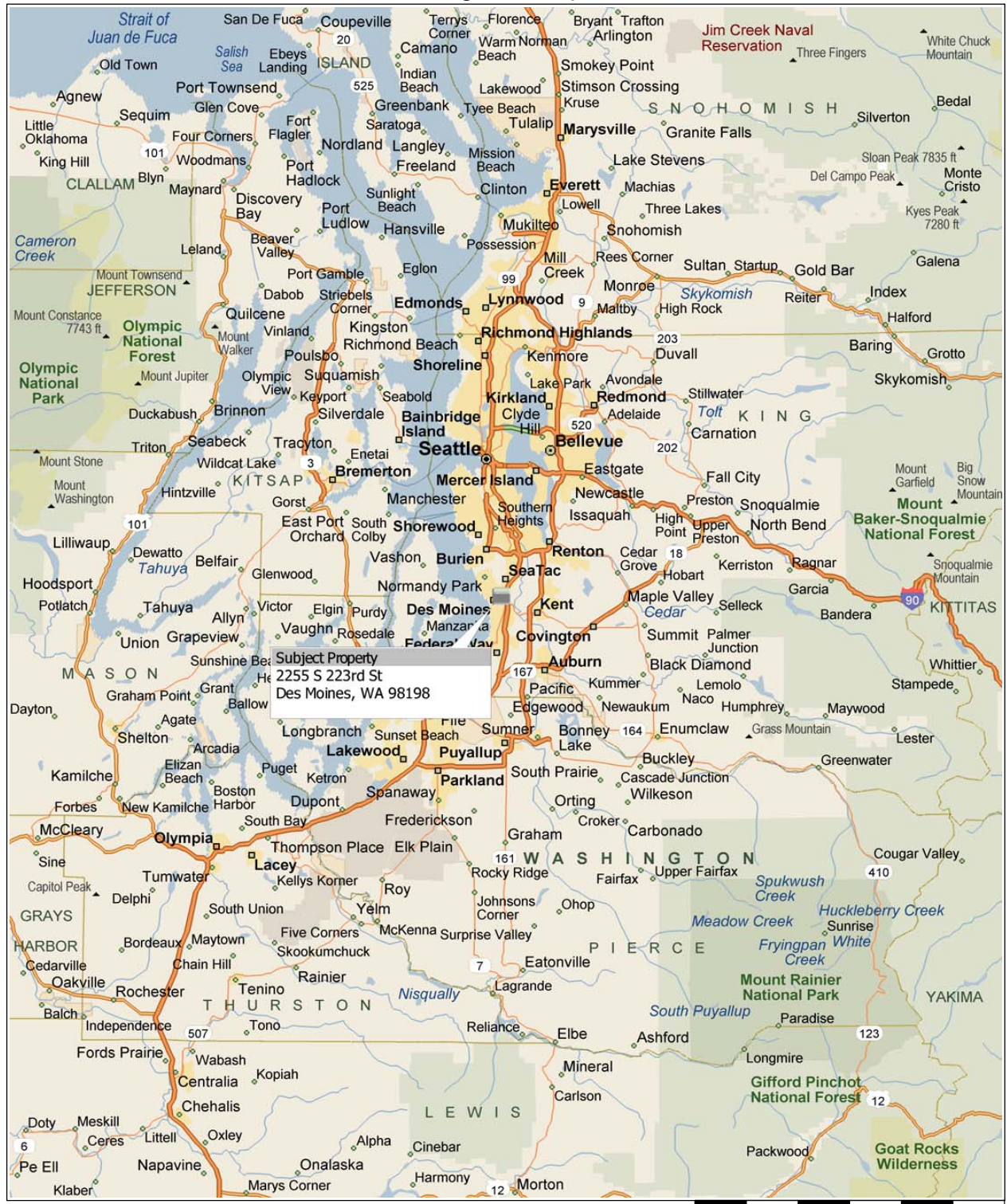
**Fee Simple**

“A **Fee Simple Estate** implies an absolute fee, a fee without limitations to any particular class of heirs or restrictions but subject to the limitations of eminent domain, police power and taxation; an inheritable estate.”

**REGIONAL DESCRIPTION**



# Regional Map



Copyright © and (P) 1988–2012 Microsoft Corporation and/or its suppliers. All rights reserved. <http://www.microsoft.com/streets/>  
Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada. © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.

**Location**

King County has become the major center for commerce, culture, science and innovation in the Pacific Northwest region. The City of Seattle lies one hundred thirteen (113) miles south of the United States and Canadian border and serves as the hub for travel, recreation and transportation to Alaska, Pacific Asia, Europe and the Salish Sea region (inland marine waters of Washington State and British Columbia). Surrounded by mountains and waters the City of Seattle is surrounded by mountains and water the City of Seattle provides multiple viewpoints, a mild climate and abundant recreational opportunities year-round. King County/Seattle is located in a vibrant metropolitan hub in a natural setting. The region provides a wide range of housing options, arts/music, sports and entertainment opportunities with an abundance of quality, premier restaurants and easy accessibility to outdoor recreation activities in any season. Seattle/King County is consistently ranked among the top United States cities as judged by education levels, the number and quality of arts organizations, communications connectivity international diversity and culture of innovation. . The highly educated workforce, exceptional quality of life, entrepreneurial culture and strategic location-midway between Asia and Europe serve as a major attraction to companies in the region.

**Boundaries**

Except for the north shared with Snohomish County, each of its boundaries reflects geographic contours. The east closely follows the Pacific Crest Trail, separating it from Chelan, Kittitas, and Yakima counties. Pierce County and the White River abut the south, while its west faces Puget Sound. Vashon and Maury Islands are also part of the county

**Topography**

King County has a varied topography from sea level to 6,270 feet. The topography is interesting and diverse. Beaches, pasturelands and ski trails are all accessible within an hour’s drive of the city of Seattle which is the largest city in the state of Washington as well as the largest city in the Pacific Northwest.

**Population of Cities and Towns**

The region has gained one million people since 2000- the equivalent of adding another Seattle and Tacoma. As of April 1, 2020 the region’s population reached 4,264,200. In the last year, the region added 60,800 residents or 166 people per day. That’s less growth than in recent years when it topped 80,000, but still remarkably strong.

**County Populations:**

More than half of the region’s population growth has happened in King County each year since 2011. In 2019, King County added 34,500 people, which was 57% of the region’s increase. Pierce and Snohomish Counties together accounted for 40% of the region’s population growth in 2019. Pierce added 12,400 people and Snohomish added 11,800. Kitsap comprised 3% of the region’s growth, with 2,100 additional residents. We have included the 2010 to 2020 population change in table below:

<b>Population of Central Puget Sound Counties</b>					
<b>County</b>	<b>OFM 2010</b>	<b>OFM 2015</b>	<b>OFM 2020</b>	<b>Change 2010-2020</b>	<b>% Change 2010-2020</b>
King	1,931,249	2,052,800	2,260,800	329,551	17.1%
Kitsap	251,133	258,200	272,200	21,067	8.4%
Pierce	795,225	830,120	900,700	105,475	13.3%
Snohomish	713,335	757,600	830,500	117,165	16.4%
Region	3,690,942	3,898,720	4,364,200	573,258	15.5%

**Cities and Towns**

About 70% of the residents of central Puget Sound (3,040,300) live in incorporated areas, within the region’s 82 cities and towns. The five Metro Cities (Bellevue, Bremerton, Everett, Seattle, and Tacoma) posted substantial amount of the region’s growth over the last decade, adding 36% of the population (206,800 people). The rest of the region grew by 366,500.

<b>Population Change 2010-2020 Incorporated Versus Unincorporated by County</b>			
<b>Jurisdiction</b>	<b>Population 2010</b>	<b>Population 2020</b>	<b>Change 2010-2020</b>
<b>King County</b>			
Incorporated King County	1,606,250	2,011,700	405,451
Unincorporated King County	324,840	249,100	-75,900
<b>Kitsap County</b>			
Incorporated Kitsap County	81,110	93,040	11,929
Unincorporated Kitsap County	170,020	179,160	9,138
<b>Pierce County</b>			
Incorporated Pierce County	428,490	474,500	46,013
Unincorporated Pierce County	366,740	426,200	59,462
<b>Snohomish County</b>			
Incorporated Snohomish County	411,045	461,100	50,057
Unincorporated Snohomish County	302,295	369,400	67,108

The region’s VISION strategy encourages growth in cities and centers, and in major cities such as Tacoma and Seattle in particular. Some of the population growth trends unfolding in the region are consistent with those policy goals while others are not. The region is currently in the process of updating the VISION plan to extend the growth strategy to eth year 2050, preparing for a growth population and economy and developing policies at sustain a high quality of life in the region.

All five Metro cities are in the top 25 ranking for nominal growth, as are 11 of the Core Cities with designated regional growth centers: Auburn, Bothell, Burien, Federal Way, Issaquah, Kent Kirkland, Lynnwood, Puyallup, Redmond, and Renton. The region’s top 25 cities with the greatest percent growth include a broad range of large and small cities. Over half of the cities on the list have populations under 25,000. Annexations accounted for growth in some cities, but most increases came from real population change, that is, natural population change (birth minus deaths) and net migration (people moving in minus people moving out).

<b>Top Ten Cities with the Greatest Percentage Population Growth from 2010-2020</b>					
<b>Municipality</b>	<b>County</b>	<b>Population 2010</b>	<b>Population 2020</b>	<b>Change 2010-2020</b>	<b>% Change</b>
Kirkland	King	48,7887	90,660	41,873	85.8%
Gig Harbor	Pierce	7,126	11,240	4,114	57.7%
Burien	King	33,313	52,300	18,987	57.0%
Bothell	King/Snohomish	33,505	48,400	14,895	44.5%
Sammamish	King	45,780	65,100	19,320	42.2%
Kent	King	92,411	130,500	38,089	41.2%
Ruston	Pierce	749	1,040	291	38.9%
Granite Falls	Snohomish	3,364	4,425	1,061	31.5%
Port Orchard	Kitsap	11,157	14,670	3,513	31.5%
North Bend	King	5,731	7,455	1,724	30.1%

**King County Economic Base**

King County is the epicenter for the industry sectors that provide stability and improve job growth in King County. The following information represents a sampling of key clusters that drive the local economy. We have listed below a summary of the largest employers in King County Metro Area.

<b>Company</b>	<b>Employees</b>
The Boeing Company	71,829
Amazon	60,000
Microsoft	55,063
Joint Base Lewis McChord	54,000
University of Washington	46,824

**Information Technology**

The region is home to a diverse Information & Communication Technology (ICT) industry, including both large industry leading companies as well as a thriving start-up culture. This diverse industry is reflected in the multiple highly-concentrated industry clusters in the region. These include Software Publishers, Computer Services, Electronic & Catalog shopping, Communications Equipment & Services, Electronic Equipment and Entertainment Goods. Software publishers account for more than 53,000 regional jobs, while Computer Services cluster includes more than 46,000. There are around 149,200 jobs in this sector and all clusters, but communication equipment & services are in a job growth mode.

**Biotechnology (Life Sciences)**

The region is home to a diverse life sciences industry that is impacting the health and well-being of people and communities around the world. The region has high job concentrations in three main export focused industry clusters; Research Organization, Medical Apparatus Manufacturing and Medical Devices. These clusters account for 16,800 jobs. Outside of specific industries and organizations that wholly focused on research and development the region is also home to a number of key health care anchor institutions that drive innovation as well. Regionally, more than 171,000 jobs are in the Local Health Services cluster which includes several major regional hospitals.

**Business Service**

The region is home to a large and thriving Business Services industry that supports other regional industry clusters as well as providing services to other regions. Within the Business Services industry the region has a high concentration of three industry clusters; corporate headquarters, insurance services, and Marketing, design & Publishing. These clusters account for 75,000 jobs throughout the region. Including the Corporate Headquarters cluster in which King County has the highest regional concentration with more than 50% more jobs than the national average.

**Aerospace**

The Aerospace Manufacturing industry cluster includes aircraft and aircraft engine manufacturing, guided missile and space vehicle manufacturing, and search, detection, and guidance system manufacturing. The region has 93,000 jobs in this cluster, 11 times the national average. Within the region, aerospace jobs tied to Boeing production site in Everett create a job concentration in Snohomish County that is 36 time the national average. Boeing has a presence throughout the region as well, with manufacturing sites in Renton and Fredrickson as well. A vast network of suppliers exists to support Boeing production in the region as well as other aerospace activities. Total aerospace employment accounts for 124,600 jobs in the region. The state and region has a strong support system for the Aerospace industry including the Aerospace Futures Alliance (AFA): The Washington Aerospace Partnership, as well as an aerospace sector lead at the Washington State Department of Commerce, and the Pacific Northwest Aerospace Alliance (PNAA).

**Clean Technology**

Clean Technology jobs exist in nearly all industries and therefore can be difficult to quantify as a stand-alone industry. Key Clean Technology industries in the region include transportation, construction, waste and recycling, energy generation and distribution, energy management, scientific and technical research, and manufacturing. The region shows a high concentration of jobs across nearly all of the industry clusters that provide clean technology.

**Tourism**

The region is home to areas of natural beauty and cultural opportunities that have long attracted people. As a result, there are large numbers of recreational activities, entertainment, and cultural amenities that draw visitors from around the world and help define a high quality of life for the region's residents. The region shows higher than average employment in four key export focused industry clusters: Attractions & Entertainment, Performing Arts, Gambling Establishments, and Water Passenger Transportation. Tourism activities also result in more than \$21 billion in annual expenditures in all supporting industries, including retail, food and beverage, and gas and oil. This benefits the approximately 174,600 jobs in the local hospitality establishments such as bars, restaurants, and hotels.

**Logistics and International Trade**

The region is a key maritime gateway connecting the U.S. and Asian markets. The regions deep water ports, road and rail connections and proximity to Asia are the foundation for a thriving regional logistics and trade industry. The regional industry clusters include Wholesaling and Storage, Air Transportation, Water Cargo Transportation, and Ground Transportation. These clusters make up 99,100 regional jobs.

**Transportation**

**Railroads and Bus Service**

Northern and Union Pacific provide transcontinental rail service and operate three (3) intermodal yards in Seattle. Passenger service to major cities United States cities is provided by Amtrak. Various bus lines connect Seattle with major cities in the United States and Canada and as far south as Tijuana, Mexico. Seattle is served by a county-wide bus system with a ride-free zone in the Seattle downtown business district. The transportation network includes a trolley line, light rail, commuter rail (from Tacoma and Everett to Seattle) and over 100 miles of HOV lanes and regional express bus routes.

**Harbor Facilities**

The Northwest Seaport Alliance is a marine cargo operating partnership between the Ports of Seattle and Tacoma. The Alliance, as a combined entity, represents the fourth-largest container gateway in North America. The Alliance manages the majority of marine cargo facilities across both ports, including all containerized cargo operations, breakbulk, automobiles, project/heavy-lift cargoes and some bulk operations. In total, The Northwest Seaport Alliance had nearly 1,950 vessel calls in 2017. The NWSA handled nearly 27.6 million metric tons of cargo, of which nearly 95% was containerized cargo. In 2017, the NWSA handled more than 3.7 million TEUs. Other marine cargo handled at the North and South Harbors include breakbulk, automobiles, fuel and molasses.

**Fisherman's Terminal**

Fisherman's terminal serves as the homeport for the United States North Pacific fishing fleet and is a growing center for other commercial workboats as well. Recent improvements include 2,500 feet of linear moorage and more than 340 slips on concrete floating docks. Fisherman's Terminal also

provides the most comprehensive support services available on the West Coast, with loading docks, support vessels up to 300 feet and 2,800 linear feet of loading dock, secure outdoor storage, indoor lockers, forklifts, cranes and other equipment on site. The facility includes a wide array of onsite businesses catering specifically to the needs of commercial fishing and workboat industries. Companies in the nearby communities of Ballard, Queen Anne, and Magnolia also offer marine supplies, vessel repairs and other specialty services. The nearby Maritime Industrial Center offers additional vessel moorage, storage, re-supply, maintenance and repair facilities.

**Seattle-Tacoma International Airport**

Operated by the Port of Seattle, Seattle-Tacoma International Airport (SEA, KSEA) is ranked as the eighth busiest U.S. airport, serving 49.8 million passengers and more than 432,315 metric tons of air cargo in 2018. With a regional economic impact of more than \$22.5 billion in business revenue, Sea-Tac generates more than 151,400 jobs (87,300 direct jobs), representing over \$3.6 billion in direct earnings and more than \$442 million in state and local taxes. Thirty-two passenger airlines serve 91 non-stop domestic destinations and 29 international destinations including Canada, Mexico, and seasonal operations.

**Regional Analysis-Conclusion**

The financial crash and most recent national recession struck King County later than other areas. Once the crisis hit, the county suffered harsh losses, particularly in industries such as construction.

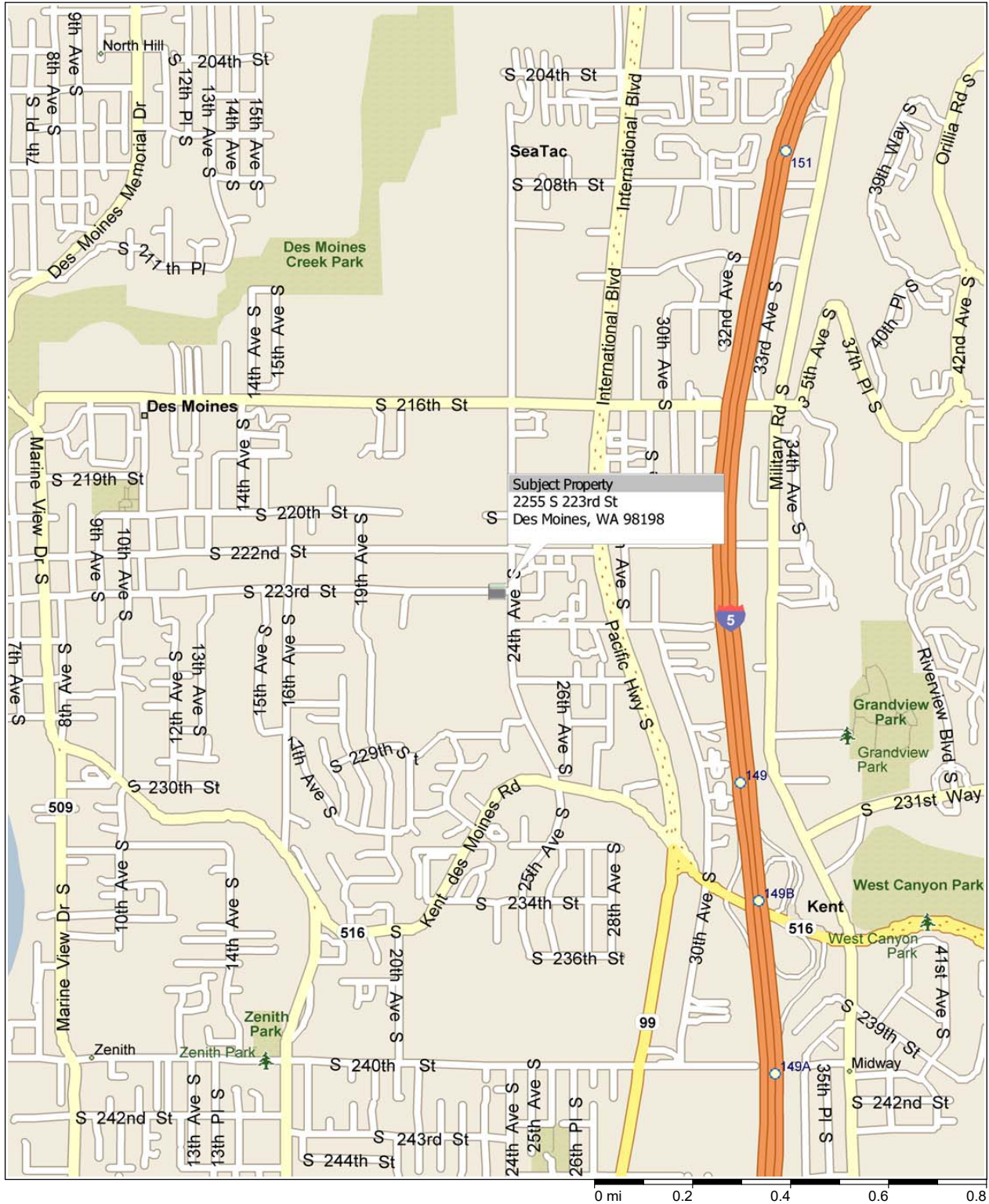
Eight years into the economic recovery, King County is relatively well situated. The recovery has looked very different depending on location, and King County has been at the center of the statewide recovery since turning the corner in 2010. King County employment numbers matched the pre-recession peak in 2013 and have continued to increase since then. All major industry sectors have experienced positive employment growth, albeit to varying degrees. Industries reporting the largest proportional post-recession gains (2010 to 2019) include construction, retail trade, information and professional and business services. The largest absolute gains were observed in professional and business services and retail trade.

King County's early recovery was driven in large part by employment growth in manufacturing and professional and business services. As the recovery has matured, growth has been observed in most

**Neighborhood Description**



# Neighborhood Map



**Subject Property**  
2255 S 223rd St  
Des Moines, WA 98198

Copyright © and (P) 1988–2012 Microsoft Corporation and/or its suppliers. All rights reserved. <http://www.microsoft.com/streets/>  
Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.



**Market and Neighborhood Description**

The outlook for Des Moines/King County is viewed as optimistic. The City of Des Moines based on conflicting signals from various economic sectors illustrates moderate performance with some of the economic sectors performing better than others. How these issues feed into the demand for and the use of real property can only be projected. The overall opinion of the market participants is continued job and population growth. The prime factor contributing to this optimism is the subject parcels proximity to the cities of Burien, Kent and Federal Way business districts which provide multiple shopping resources for the residents of the community. An additional factor is the living environment which allows for a balanced mix of land uses that are present in the immediate neighborhood of the subject and surrounding communities which are located in the region.

The subject neighborhood is in a growth pattern because of its commercially oriented development patterns as well as its proximity to the major employment centers in Seattle/King County and Tacoma/Pierce County. The subject neighborhood also provides access to Interstate 5, State Route 509, Interstate 405 and State Route 167. Population growth is expected to moderately expand in the future. The subject neighborhood will continue to be a mixed-use community with both residential and commercially oriented land uses based on surrounding land use patterns which support this statement. Other land uses in the neighborhood are service related businesses and light industrial land uses. Residential housing to include single-family and multi-family housing is interspersed throughout the community. In addition there are recreational opportunities for the residents of the city. These above described land uses provide the stimulus for economic growth for the region by providing commercial/retail, professional office, service related businesses, light industrial, civic related projects and designated residential housing areas throughout the area.

This mix of land use patterns is feasible based in the infrastructure in place such as Interstate 5, Interstate 405, State Route 509 and State Route 167. The typical buyer of a property in Des Moines/King County is an owner user or an investor who will successfully develop the property to its highest and best use which will be related to the land uses described above.

Zoning within the neighborhood of the subject is trending towards residential land uses which are comprised of a balanced mix of single-family and multi-family housing developments. These multi-family developments are comprised of apartments, condominiums and townhome related projects because of the subject's proximity to commercial developments in Des Moines as well as the surrounding communities which we have referenced previously in our Appraisal Report. There commercial oriented land uses which provide retail, professional office, light industrial and service business related land uses. There are older residential dwellings as well as commercial buildings in the neighborhood that will be razed, renovated or developed in relation to the above referenced land uses as the individual parcels zoning designation permits in the future.

There was no visual evidence of solid waste materials or dumping, overuse of pesticides or other hazardous elements in the neighborhood. This statement does not mean that Austin Appraisal warrants the non-existence of these potential problems, but rather that none were visually evident. It is also unknown if soil contamination is present in the neighborhood or are present at the subject parcel.

The subject neighborhood is experiencing a growth pattern based on the present land use trends. The neighborhood provides average linkage and access to major employment and shopping resources based on the surrounding infrastructure system in place.

**NEIGHBORHOOD DESCRIPTION**

Occupancy rates are average to good in regard to all of the land use patterns described in our Appraisal Report. Land use patterns are indicating a period of growth in the immediate neighborhood which is a direct result of the current economic conditions that exist in the real estate market. Overall the subject neighborhood is expected to remain in a growth pattern in the foreseeable future in regard to the above described land use patterns.

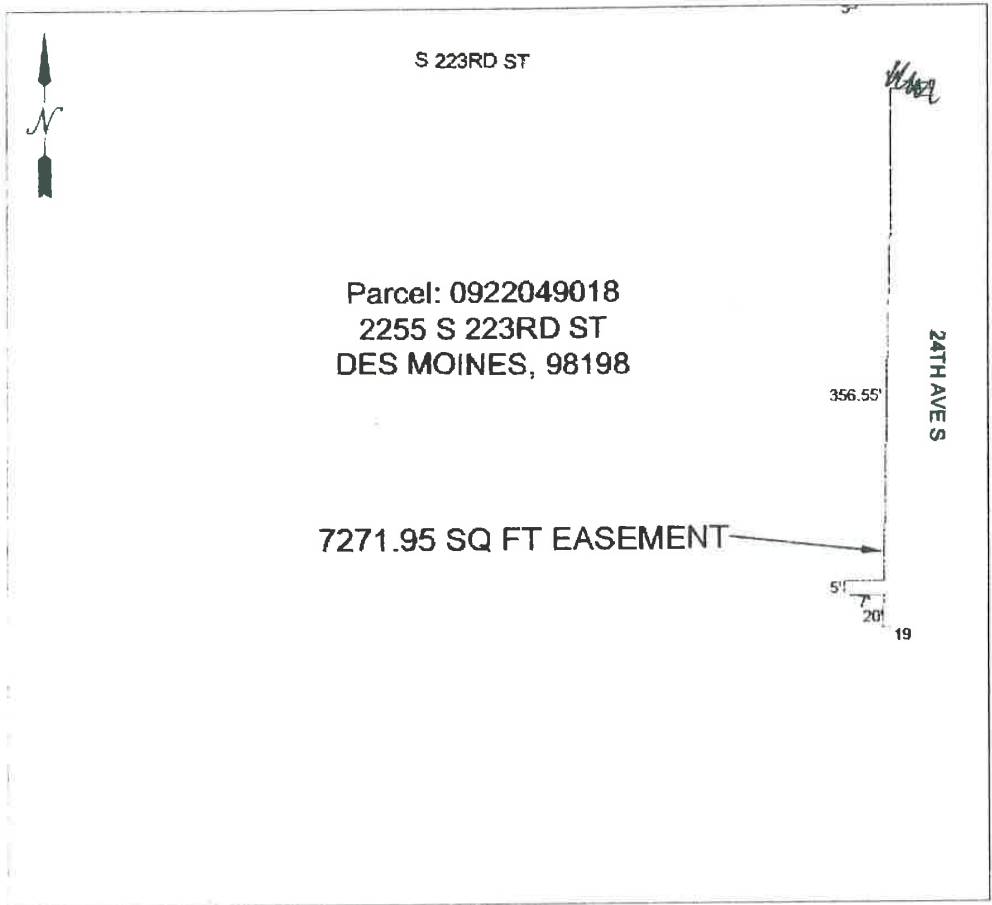
**Site Improvements**

**SITE IMPROVEMENTS**

The subject site is located at 2255 2South 223<sup>rd</sup> Street, in Des Moines, Washington. We have not reviewed nor were we provided a site plan. Land size was estimated by reviewing the plat map and county records and is subject to an engineering survey. At the current time there is +/-219,540 SF of land area that is associated with the building improvements located on-site. The current improvements on-site will not be impacted. Our client which is City of Des Moines has been approached by Puget Sound Energy to acquire an overhead power line easement regarding +/-7,272 SF based on a survey that was prepared by Puget Sound Energy. The acquisition of this area will allow the purchaser to relocate two (2) power poles which are currently located to the east of the subject property along 24<sup>th</sup> Avenue South. We have summarized below the before/after land areas at the property.

Before Land Area	+/-219,540 SF
Acquired Land Area	+/- 7,272 SF
Remaining Land Area	+/-212,268 SF

Additionally the purchaser wishes to acquire an adjacent +/-35 SF for the installation of a pole and anchor which may impact the City of Des Moines Public Works Yard.



**Site Map**

**Zoning Designation**

**Zoning Designation**

The City of Des Moines Community Development Department has zoned the subject site as Residential-9600. Verification was based on the appraisers discussions with the above referenced municipality. The principle objective and purpose to be served by this zone and its application is to create a living environment of the highest standard for single-family dwellings. Other related land uses contributing directly to complete a living environment are considered compatible and are therefore also permitted. A further related consideration is to make it possible to more efficiently and economically design, install and maintain all physical public service facilities in terms of size and capacity to adequately and permanently meet needs resulting from a defined intensity of land use.

**Subject Photographs**



**SUBJECT PHOTOGRAPHS**



**Access to the subject property  
facing south from 24<sup>th</sup> Avenue South.**



**Access to the subject property  
facing north from 24<sup>th</sup> Avenue South.**

**SUBJECT PHOTOGRAPHS**



**Access to the subject property  
facing east from 223<sup>rd</sup> Street.**



**Access to the subject property  
facing west from 223<sup>rd</sup> Street.**

**SUBJECT PHOTOGRAPHS**



**Photograph of the impacted  
land area at the subject property.**



**Photograph of the impacted  
land area at the subject property.**



**SUBJECT PHOTOGRAPHS**



**Photograph of the impacted  
land area at the subject property.**



**Photograph of the impacted  
land area at the subject property.**

**SUBJECT PHOTOGRAPHS**



**Photograph of the impacted  
land area at the subject property.**



**Photograph of the impacted  
land area at the subject property.**

**SUBJECT PHOTOGRAPHS**



**Photograph of the power pole to be moved and relocated.**



**Photograph of the power pole to be removed and relocated.**

**Highest & Best Use**



### Highest and Best Use

*The Appraisal of Real Estate*, 14th Edition, a publication of the Appraisal Institute, defines highest and best use for a property as:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."

Highest and best use is evaluated considering the following criteria:

- What uses are *Legally Permissible*
- Is the construction of a use *Physically Possible* on the site
- What uses are *Financially Feasible* (results in profit)
- What specific use is *Maximally Productive* (profitable)

#### Application of the Highest and Best Use Criteria

##### As Vacant:

Highest and Best Use as vacant essentially considers only the site characteristics in determination of the greatest economic potential. It assumes that the parcel is vacant or that it can be made vacant by demolishing the existing improvements:

*Legally and Physically Possible Uses:* If the land was vacant, the highest and best use would seek to utilize the subject's Residential-9600 zoning designation while matching the shape, size, and physical characteristics of the land. The subject property is developed as the City of Des Moines Public Works and Park Service Center and is considered to be a legal conforming land use and is most appropriate use given the sites lot utility with site exposure from the South 223<sup>rd</sup> Street and 24<sup>th</sup> Avenue South.

*Financially Feasible and Maximally Productive Use:* Given the condition of the real estate market in the neighborhood, the existing development on the subject parcel is concluded to be financially feasible and profitable.

##### As Improved:

*Legal & Physically Possible Uses:* The above described land use is a legal conforming land use and therefore does conform to the present zoning requirements as administered by the City of Des Moines Community Development Department.

*Financially Feasible & Maximally Productive Use:* Sales of similar type properties ranged from \$5.80/sf to \$12.46/sf in the neighborhood and surrounding areas of the subject. Given the subject's location in a neighborhood which is in a period of growth, it is concluded that the subject parcel due to its current land use is considered to be financially feasible. The subject parcel based on its land use as described above is ultimately considered to be the highest and best use of the subject property at the current time.



## **Valuation Theory**

## Valuation Theory

Three approaches are generally recognized in the valuation of real property. These are the Cost Approach, Market Data Approach, and Income Approach.

The Cost Approach is considered to be reasonably reliable for newer properties, with reliability decreasing proportionately with the age and degree of obsolescence of the property.

The Market Data Approach is an analysis of recent sales of similar properties with a concluding value based upon adjustments made to these comparable properties in terms of divergence from relevant aspects of the subject. This approach to value is applicable when properties offering characteristics similar to the subject can be analyzed for comparison.

The Income Approach is an analysis of the income-producing capabilities of a property. Relevant elements of income and expense are examined and evaluated in order to establish a reliable estimate of net operating income. The net income is then capitalized into an indication of current market value.

Final Reconciliation of the values estimated by the various approaches concludes the appraisal process. Consideration is given to the reliability of the data, as well as the specific aspects of the subject property and the degree of validity of each approach. When this analysis is complete, a final opinion of value is made.

### Method

We have utilized the Market Data Approach to form an opinion of value for the subjects land area which is +/-5.04 acres based on the scope of the appraisal assignment. Therefore the Cost Approach and Income Approach were not considered to be relevant in forming a before and after value for the subject property. The existing land use in place will not be adversely impacted by our clients request for a land area of +/-7,272 SF.

However, the +/-35 SF which is to be used for a pole and anchor by Puget Sound Energy may impact the City of Des Moines Public Work Yard.

**Market Data Approach**

### Overview

The Cost Approach to value is the analysis of the current market value of the land as a vacant parcel and the depreciated value of the existing improvements. The cost to construct the subject's improvements less any accrued depreciation that has resulted from functional or locational obsolescence is calculated. When the estimated land value is added, a value for the subject improvements based on the Cost Approach is concluded. However based on the scope of the appraisal assignment a valuation of the existing improvements located on site is not applicable. hence the Cost Approach is not warranted. Therefore, we have appraised the value of the land only in our Appraisal Report.

We have researched land sales within the neighborhood of the subject. This analysis was completed and our opinion of land value is summarized at the end of the Market Data Approach. There were limited land sales in the neighborhood of the subject due to the subjects land size and permitted land use. Therefore we have expanded our research to surrounding areas in regard to land sales which are considered to be reflective of the subject to assist the appraisers in determining an applicable value conclusion for the subject parcel. The land sales used in our Appraisal Report are considered to be the most representative sales from the marketplace.

### Land Valuation

The Market Data Approach is used to form an opinion of value of the subject's land.

The differences exhibited by the comparable land sales are analyzed and compared to the subject's characteristics. Analysis is based on factors that may influence purchase price that can include location, visibility, access, frontage, utilities to the sites, zoning, size, and the general utility of the parcels. Some common issues impacting these parameters are as follows:

Location is the prime component in the analysis of valuation. Higher land values are attributed to locations that have excellent visibility, ease of accessibility, frontage on a primary arterial, proximity to freeways, and higher traffic volumes.

Zoning. Although a parcel may not be developed to the highest use permitted under its zoning classification, it can add to the value of the land, particularly when an investor considers the expense and time of re-zoning.

Size. Typically, smaller parcels tend to increase in value (per square foot) compared to larger parcels. Smaller parcels attract a wider range of investors and increased demand may increase value.

Utility. When the topography of a parcel precludes development of the entire parcel or adds additional development costs, this can detract from its value.

Approval Status. In the analysis of the subject property's land value, it should be noted that land for potential development gains value as it clears hurdles along the way from being raw land to land approved by the applicable municipality; the development approval process is typically a long process which incurs substantial expense and involves risk. Although difficult to assess specific values to various stages of progress in the process towards approvals, it is a substantial element contributing to the value of the property.

**Land Sale Analysis**

*Units of Comparison*

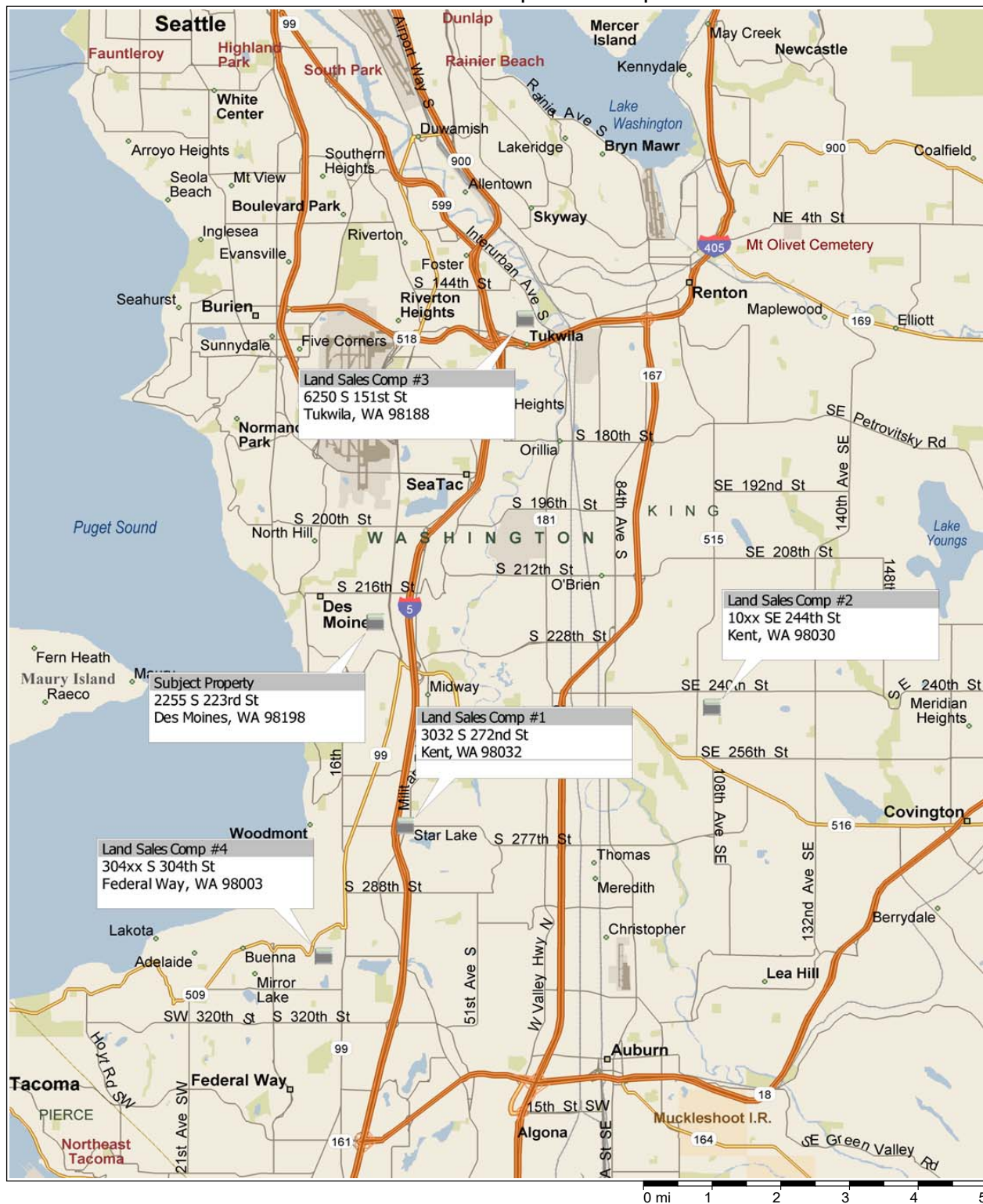
The unit comparison most recognized and meaningful in the marketplace is price per square foot.

*Property Rights & Cash Equivalency*

All sales are comparable to the subject in terms of their *fee simple property right* was conveyed.

All sales are considered to be comparable in terms of *cash equivalency*.

## Land Sales Comparison Map



Copyright © and (P) 1988–2012 Microsoft Corporation and/or its suppliers. All rights reserved. <http://www.microsoft.com/streets/>  
 Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada. © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.

**MARKET DATA APPROACH**

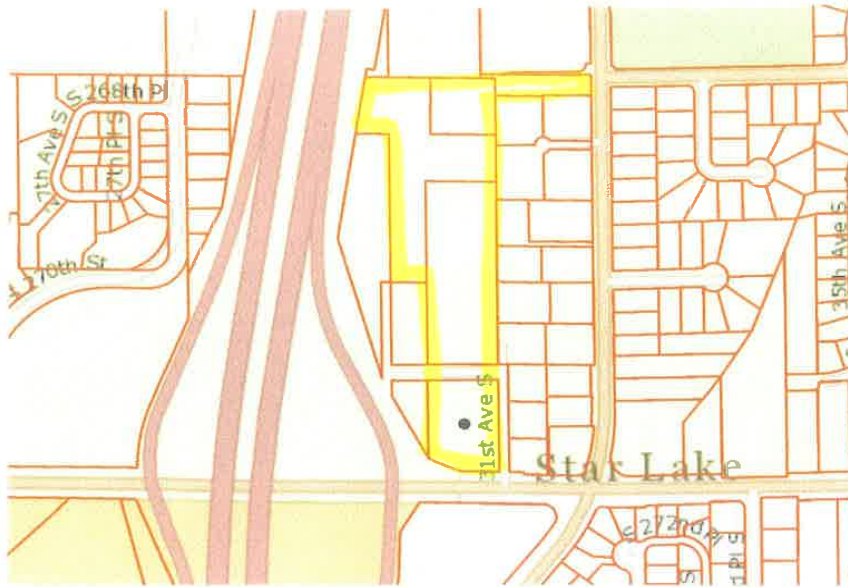


<b>Sale #1</b>		<b>SR-6 Zoned Development Site</b>	
<i>Location:</i>	3032 South 272 <sup>nd</sup> Street, Kent, WA.		
	+/-3.00 miles south of subject		
<i>Buyer:</i>	Cooper Ridge	<i>Marketing Time:</i>	2-Months
<i>Parcel No.:</i>	282204-9035	<i>Seller:</i>	Ames
	282204-9248	<i>Auditors No.:</i>	202105031935
	282204-9145		
	282204-9145		
	282204-9257		
<i>Financing:</i>	Cash Sale	<i>Sale Date:</i>	May 4, 2021
<i>Sale Price:</i>	\$3,357,000	<i>Land Size:</i>	8.95 acres
<i>Corner Lot:</i>	Yes	<i>SF:</i>	+/389,862 SF
<i>Traffic Signalization:</i>	No	<i>Price/SF:</i>	\$8.61/SF
<i>Dimensions:</i>	Irregular	<i>Views</i>	No
<i>Zoning:</i>	SR-6 (Kent)	<i>Topography:</i>	Level
<i>Remarks:</i>	This property was purchased for the development of a single-family residential development. The former improvements have been razed and currently site work is underway. Plans and permits were not involved in sale transaction. This sale because of its zoning designation allows for better development flexibility in comparisons to the subject's zoning designation.		
<i>Confirmation:</i>	Seller (206) 799-7163		

Trade area is superior in relation to the subject property based on surrounding land use trends to include the planned light rail station which will be within walking distance from the land sale. Sale has similar site visibility due to its corner lot location. Site utility is inferior to the subject as a result of the subject's multiple street access. Traffic controlling access is not available at the land sale comparison. Land size is larger in comparison to the subject property. Surrounding infrastructure is similar in relation to the subject. Freeway accessibility is superior to the subject. Zoning designation is better than the subject. Functional lot utility is similar to the subject. Plans and permits were not involved in the sales transaction. We have applied downward adjustments due to the land sales zoning designation, trade area and freeway access. However upward adjustments are warranted based on the subjects better ingress/egress and land size differential. Overall, a lower price/sf is warranted for the subject property based on the comparative factors summarized above.



Plat map





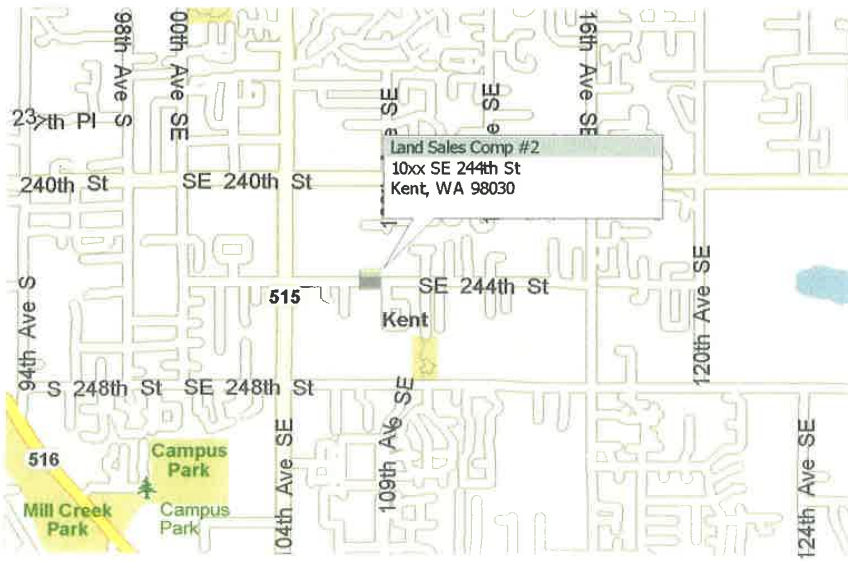
**MARKET DATA APPROACH**



<b>Sale #2</b>		<b>SR-8 Zoned Development Site</b>	
<i>Location:</i>	10xx S.E. 244 <sup>th</sup> Street, Kent, WA.		
	+/-5.00 miles east of subject		<i>Marketing Time:</i> N/A
<i>Buyer:</i>	Yarrow Bay Holdings	<i>Seller:</i>	James Fox
<i>Parcel No.:</i>	783080-0082	<i>Auditors No.:</i>	202105031935
		<i>Sale Date:</i>	March 13, 2020
<i>Financing:</i>	Cash Sale		
<i>Sale Price:</i>	2,150,000	<i>Land Size:</i>	3.96 acres
<i>Corner Lot:</i>	Yes	<i>SF:</i>	+172,498 SF
<i>Traffic Signalization:</i>	No	<i>Price/SF:</i>	\$12.46/SF
<i>Dimensions:</i>	Irregular	<i>Views:</i>	No
<i>Zoning:</i>	SR-8 (Kent)	<i>Topography:</i>	Level
<i>Remarks:</i>	This property was purchased for the development of a single-family residential development which is under construction and is identified as Fox Meadows. The former improvements have been razed. Plans and permits were not involved in sale transaction. This sale because of its zoning designation allows for better development alternatives in comparisons to the subject's zoning designation. .		
<i>Confirmation:</i>	Broker (425) 330-1160		

Trade area is better in regard to the subject property based on surrounding land use trends. Sale has inferior site exposure due to its mid-block lot location. Site utility is inferior to the subject as a result of the subject's direct accessibility off of multiple streets. Traffic controlling access is not available at the land sale comparison. Land size is smaller in comparison to the subject property. Surrounding infrastructure is similar in relation to the subject. Freeway accessibility is inferior or to the subject. Zoning designation is superior to the subject. Functional lot utility is similar to the subject. Plans and permits were not involved in the sales transaction. We have applied downward adjustments due to the land sales trade area, zoning designation and land size disparity. However upward adjustments are warranted based on the subjects better ingress/egress, site prominence and freeway commute distance. Overall, a lower price/sf is warranted for the subject property based on the comparative elements listed above.

Plat map



**MARKET DATA APPROACH**



<b>Sale #3</b>	<b>UL-6500 Zoned Development Site</b>		
<i>Location:</i>	6250 South 151 <sup>st</sup> Street, Tukwila, WA.		
	+/-5.00 miles north of subject	<i>Marketing Time:</i>	3-Months
<i>Buyer:</i>	Scheinder Homes LLC	<i>Seller:</i>	Hopper
<i>Parcel No.:</i>	359700-0004	<i>Excise No.:</i>	1388576
		<i>Sale Date:</i>	March 21, 2020
<i>Financing:</i>	Cash Sale		
<i>Sale Price:</i>	1,400,000	<i>Land Size:</i>	4.51 acres
<i>Corner Lot:</i>	Yes	<i>SF:</i>	+/196,705 SF
<i>Traffic Signalization:</i>	No	<i>Price/SF:</i>	\$7.12/SF
<i>Dimensions:</i>	Irregular	<i>Views</i>	No
<i>Zoning:</i>	UL-6500 (Tukwila)	<i>Topography:</i>	Level
<i>Remarks:</i>	This property was purchased for the development of a single-family residential development. The former improvements have been razed and currently site work is underway. Plans and permits were not involved in sale transaction. This sale because of its zoning designation allows for a higher density/residential lot.		
<i>Confirmation:</i>	Broker (206) 200-3516		

Trade area is similar to the subject property based on surrounding land use trends. Sale has inferior site exposure due to its mid-block lot location. Site utility is inferior to the subject as a result of the subject's direct ingress/egress off of multiple streets. Traffic controlling access is not available at the land sale comparison. Land size is similar in comparison to the subject property. Surrounding infrastructure is similar in relation to the subject. Freeway accessibility is inferior or to the subject. Zoning designation is better than the subject. Functional lot utility is inferior to the subject. Plans and permits were not involved in the sales transaction. We have applied downward adjustments due to the land sales zoning designation. However upward adjustments are warranted based on the subjects better ingress/egress, site visibility, lot functionality and freeway commute distance. Overall, a higher price/sf is warranted for the subject property based on the comparative elements listed above.





**MARKET DATA APPROACH**



<b>Sale #4</b>	<b>RS-7200 Zoned Development Site</b>		
<i>Location:</i>	304xx South 304 <sup>th</sup> Street, Federal Way, WA.		
	+/-4.50 miles northwest of subject	<i>Marketing Time:</i>	18-Months
<i>Buyer:</i>	Cooper Ridge	<i>Seller:</i>	Car All LLC
<i>Parcel No.:</i>	052104-9033	<i>Excise No.:</i>	3223748
		<i>Sale Date:</i>	January 18, 2023
<i>Financing:</i>	Cash Sale		
<i>Sale Price:</i>	1,500,000	<i>Land Size:</i>	5.94 acres
<i>Corner Lot:</i>	Yes	<i>SF:</i>	+/258,746 SF
<i>Traffic Signalization:</i>	No	<i>Price/SF:</i>	\$5.80/SF
<i>Dimensions:</i>	Irregular	<i>Views</i>	No
<i>Zoning:</i>	RS-7200 (Federal Way)	<i>Topography:</i>	Level
<i>Remarks:</i>	This property was purchased for the development of a single-family residential development. No building improvements were located on-site. Plans and permits were not involved in sale transaction. This sale because of its zoning designation allows for better development densities in comparisons to the subject. The property was on the market for +/-18) months due to potential environmental issues which impacted both the selling price and market time exposure.		
<i>Confirmation:</i>	Broker (206) 949-6169		

Trade area is inferior in regard to the subject property based on the encompassing land use trends. Land sale has inferior site exposure due to interior lot placement. Site utility is inferior to the subject as a result of the land sales access from South 304<sup>th</sup> Street only. Traffic controlling access is not available at the land sale comparison. Land size is slightly larger in comparison to the subject property. Surrounding infrastructure is similar in relation to the subject. Freeway accessibility is inferior or to the subject. Zoning designation is superior to the subject. Functional lot utility is similar to the subject. Plans and permits were not involved in the sales transaction. We have applied downward adjustments due to the land sales superior zoning classification due to its density/residential lot. However upward adjustments are warranted based on the subjects better site exposure, access, freeway proximity, land size and based on the land sales exposure time on the real estate marketplace. Overall, a higher price/sf is warranted for the subject property based on the comparative elements listed above.



**Land Summary Table Analysis**

The following is our analysis of the land sale comparisons that were concluded to be most representative of the subject property. In this analysis land sales from the neighborhood and surrounding areas that are considered to be reflective of the current marketplace were utilized. Land sales within the within the neighborhood were limited therefore it was necessary to expand our research which was specifically related to the subjects land size. These land sales described in our appraisal report are considered to provide similar market appeal to potential builders, developers and investment groups in comparison to the subject parcel.

<b>Land Sales Comparison Table</b>				
	<b>Subject</b>	<b>Land Sale 1</b>	<b>Land Sale 2</b>	<b>Land Sale 3</b>
Site:	RS-9600 Zoned Site	SR-6 Zoned Site	SR-8 Zoned Site	UL 6500 Zoned Site
Sale Date:		5/2021	3/2020	3/2020
Rights Transferred:		Fee Simple	Fee Simple	Fee Simple
Cash Equivalent:		Yes	Yes	Yes
Sales Price:		\$3,357,000	\$2,150,000	\$1,400,000
Size (Acres):	5.04 acres	8.95 acres	3.96 acres	4.52 acres
Zoning:	RS-9600	SR-6	SR 8	UL-6500
Shape:	Irregular	Irregular	Irregular	Irregular
Traffic Signalization:	No	Yes	No	Yes
Freeway Access:	Average	Good	Fair	Average
Corner Lot:	Yes	Yes	No	No
Topography:	Level	Level	Level	Level
Views:	None	None	None	None
<b>Comparison</b>				
Rights Transferred:		Similar	Similar	Similar
Date of Sale:		Similar	Similar	Similar
Plans/Permits		Similar	Similar	Similar
Functional Lot Utility:		Similar	Similar	Inferior to subject
Exposure:		Similar	Inferior to subject	Inferior to subject
Access:		Inferior to subject	Inferior to subject	Inferior to subject
Traffic Controlling Access:		Similar	Similar	Similar
Trade Area:		Superior to subject	Superior to subject	Similar
Infrastructure:		Similar	Similar	Similar
Zoning:		Superior to subject	Superior to subject	Similar
Land Area:		Larger than subject	Smaller than subject	Similar
<b>Overall Comparison:</b>		<b>Superior to subject</b>	<b>Superior to subject</b>	<b>Inferior to subject</b>
<b>Cash Equiv. Sale Price:</b>		<b>\$8.61/SF</b>	<b>\$12.46/SF</b>	<b>\$7.12/SF</b>
<b>Adjustments:</b>		<b>Adjusted Upward Site Utility Land Size Adjusted Downward Trade Area Zoning Freeway Access</b>	<b>Adjusted Upward Site Visibility Site Utility Freeway Access Adjusted Downward Trade Area Land Size Zoning</b>	<b>Adjusted Upward Site Visibility Site Utility Freeway Access Lot Functionality Adjusted Downward Zoning</b>

**MARKET DATA APPROACH**

<b>Land Sales Comparison Table</b>			
	<b>Subject</b>	<b>Land Sale 4</b>	
Site:	RS-9600 Zoned Site	RS-7200 Zoned Site	
Sale Date:		3/2023	
Rights Transferred:		Fee Simple	
Cash Equivalent:		Yes	
Sales Price:		\$1,500,000	
Size (Acres):	5.04 acres	5.94 acres	
Zoning:	RS-9600	RS-7200	
Shape:	Irregular	Irregular	
Traffic Signalization:	Yes	No	
Freeway Access:	Average	Fair	
Corner Lot:	Yes	No	
Topography:	Level	Level	
Views:	None	None	
	<u>Comparison</u>		
Rights Transferred:		Similar	
Date of Sale:		Similar	
Plans/Permits		Similar	
Functional Lot Utility:		Similar	
Exposure:		Inferior to subject	
Access:		Inferior to subject	
Traffic Controlling Access:		Similar	
Trade Area:		Similar	
Infrastructure:		Similar	
Zoning:		Superior to subject	
Land Area:		Larger than subject	
<b>Overall Comparison:</b>		<b>Inferior to subject</b>	
<b>Cash Equiv. Sale Price:</b>		<b>\$5.80/SF</b>	
<b>Adjustments:</b>		<b>Adjusted Upward</b> <b>Site Visibility</b> <b>Site Utility</b> <b>Freeway Access</b> <b>Land Size</b> <b>Market Exposure</b> <b>Adjusted Downward</b> <b>Zoning</b>	

All of the land sales are located within a reasonable proximity to the subject site. The land sale comparisons provide a range of from \$5.80/sf to \$12.46/sf

We have concluded that Land Sale Comparable No. 4 supports that a higher price/sf is warranted for the subject because of the comparative factors described above. This particular land sale was acquired for \$5.80/sf. We have applied upward adjustments based on the subject's better site exposure, ingress/egress, land size differential and due to the land sales exposure on the real estate market which was eighteen (18) months. A downward adjustment was applied as a result of the land sales superior zoning designation regarding density/residential lot permitted.



**MARKET DATA APPROACH**

Land Sale Comparable No. 2 was sold at the rate of \$12.46/sf and was subsequently adjusted downward because of the land sales trade area location and due to the land area disparity between the subject and the land sale. However upward adjustments are supported based on the subject's site visibility, access and freeway commute distance.

We have placed the most weight and support on Land Sale Comparable No. 1 and Land Sale Comparable No. 3. The indicated range of these sale comparisons is from a low of \$7.12/sf to \$8.61/sf. We have applied upward adjustments to Land Sale Comparable No. 1 based on the subject's better ingress/egress and land area differential. However these superior qualities displayed by the subject are neutralized due to the land sales superior zoning designation, freeway access and its trade area location as a result of the land sales proximity to the light rail transit station which is currently under construction. This facility will be within walking distance from the land sale comparable once it is completed. Land Sale Comparable No. 3 was sold at the rate of \$7.12/sf and was adjusted upward because of the subject's superior site exposure, accessibility from multiple streets, lot functionality and its freeway commute distance. These comparative elements offset the land sales superior zoning classification which warranted a downward adjustment.

The land sales selected to form an opinion of value for the subject property are concluded to be the most representative sales from the marketplace. The adjustments applied to form an opinion of value for the subject are subjective and are based on the appraisers education and experience. We have formed an opinion that \$8.00/sf as being warranted of the subject parcel based on the comparative factors which we have described in our appraisal report which is within the indicated range of the land sale comparisons. Accordingly, the subject's land value is concluded to be \$1,760,000 (rounded).

<b>Land Value</b>	<b>Applicable Date</b>	<b>Opinion of Value</b>
<b>Market Value of the RS-9600 Zoned Development Site</b> (averages \$8.00/SF)	February 28, 2023	\$1,760,000

**Property Description/After**

**PROPERTY DESCRIPTION AFTER**

*Proposed Acquisition:*

Our client which is the City of Des Moines has indicated that Puget Sound Energy he would like to acquire an overhead easement for 7,272 SF for the potential relocation of two (2) power poles which are currently located to the east of the subject property along 24<sup>th</sup> Avenue South. There Land area to be acquired is based on the appraisers review of a survey which was prepared by Puget Sound Energy.

*Property Description:*

The subject property currently has +/-219,540 SF which will be impacted by the planned taking of +/-7,272 SF. The taking of this land area will reduce the building envelope to +/-212,268 SF regarding the Lowe's site.

There will also be an additional +/-35 SF of an easement that will have a pole and anchor which may impact the City of Des Moines Public Works Yard.

**Highest & Best Use/After**

**Highest and Best Use/After**

**Highest & Best Use As if Vacant**

The subject property after the taking for the overhead easement will not adversely impact the functionality of the subject parcel. Given the subjects location in a neighborhood which is in a growth period of growth, it is concluded that the subject parcel as currently developed will remain financially feasible. Therefore the subject property based on its current land use is considered to be the highest and best use of the subject property.

**Market Data Approach/After**

**MARKET DATA APPROACH/AFTER**

**Land Summary Table Analysis**

The following is our analysis of the land sale comparisons that were concluded to be most representative of the subject property. In this analysis land sales from the neighborhood and surrounding areas that are considered to be reflective of the current marketplace were utilized. Land sales within the within the neighborhood were limited therefore it was necessary to expand our research specifically related to the subjects land area of +/-4.87 acres. These land sales described in our appraisal report are considered to provide similar market appeal to potential builders, developers and investment groups in comparison to the subject parcel.

<b>Land Sales Comparison Table</b>				
	<b>Subject</b>	<b>Land Sale 1</b>	<b>Land Sale 2</b>	<b>Land Sale 3</b>
Site:	RS-9600 Zoned Site	SR-6 Zoned Site	SR-8 Zoned Site	UL 6500 Zoned Site
Sale Date:		5/2021	3/2020	3/2020
Rights Transferred:		Fee Simple	Fee Simple	Fee Simple
Cash Equivalent:		Yes	Yes	Yes
Sales Price:		\$3,357,000	\$2,150,000	\$1,400,000
Size (Acres):	4.87 acres	8.95 acres	3.96 acres	4.52 acres
Zoning:	RS-9600	SR-6	SR 8	UL-6500
Shape:	Irregular	Irregular	Irregular	Irregular
Traffic Signalization:	No	Yes	No	Yes
Freeway Access:	Average	Good	Fair	Average
Corner Lot:	Yes	Yes	No	No
Topography:	Level	Level	Level	Level
Views:	None	None	None	None
<b><u>Comparison</u></b>				
Rights Transferred:		Similar	Similar	Similar
Date of Sale:		Similar	Similar	Similar
Plans/Permits		Similar	Similar	Similar
Functional Lot Utility:		Similar	Similar	Inferior to subject
Exposure:		Similar	Inferior to subject	Inferior to subject
Access:		Inferior to subject	Inferior to subject	Inferior to subject
Traffic Controlling Access:		Similar	Similar	Similar
Trade Area:		Superior to subject	Superior to subject	Similar
Infrastructure:		Similar	Similar	Similar
Zoning:		Superior to subject	Superior to subject	Similar
Land Area:		Larger than subject	Smaller than subject	Similar
<b>Overall Comparison:</b>		<b>Superior to subject</b>	<b>Superior to subject</b>	<b>Inferior to subject</b>
<b>Cash Equiv. Sale Price:</b>		<b>\$8.61/SF</b>	<b>\$12.46/SF</b>	<b>\$7.12/SF</b>
<b>Adjustments:</b>		<b>Adjusted Upward Site Utility Land Size Adjusted Downward Trade Area Zoning Freeway Access</b>	<b>Adjusted Upward Site Visibility Site Utility Freeway Access Adjusted Downward Trade Area Land Size Zoning</b>	<b>Adjusted Upward Site Visibility Site Utility Freeway Access Lot Functionality Adjusted Downward Zoning</b>

**MARKET DATA APPROACH/AFTER**

<b>Land Sales Comparison Table</b>			
	<b>Subject</b>	<b>Land Sale 4</b>	
Site:	RS-9600 Zoned Site	RS-7200 Zoned Site	
Sale Date:		3/2023	
Rights Transferred:		Fee Simple	
Cash Equivalent:		Yes	
Sales Price:		\$1,500,000	
Size (Acres):	4.87 acres	5.94 acres	
Zoning:	RS-9600	RS-7200	
Shape:	Irregular	Irregular	
Traffic Signalization:	Yes	No	
Freeway Access:	Average	Fair	
Corner Lot:	Yes	No	
Topography:	Level	Level	
Views:	None	None	
	<u>Comparison</u>		
Rights Transferred:		Similar	
Date of Sale:		Similar	
Plans/Permits		Similar	
Functional Lot Utility:		Similar	
Exposure:		Inferior to subject	
Access:		Inferior to subject	
Traffic Controlling Access:		Similar	
Trade Area:		Similar	
Infrastructure:		Similar	
Zoning:		Superior to subject	
Land Area:		Larger than subject	
<b>Overall Comparison:</b>		<b>Inferior to subject</b>	
<b>Cash Equiv. Sale Price:</b>		<b>\$5.80/SF</b>	
<b>Adjustments:</b>		<b>Adjusted Upward</b>	
		<b>Site Visibility</b>	
		<b>Site Utility</b>	
		<b>Freeway Access</b>	
		<b>Land Size</b>	
		<b>Market Exposure</b>	
		<b>Adjusted Downward</b>	
		<b>Zoning</b>	

All of the land sales are located within a reasonable proximity to the subject site. The land sale comparisons provide a range of from \$5.80/sf to \$12.46/sf

We have concluded that Land Sale Comparable No. 4 supports that a higher price/sf is warranted for the subject because of the comparative factors described above. This particular land sale was acquired for \$5.80/sf.



**MARKET DATA APPROACH/AFTER**

We have applied upward adjustments based on the subject's better site exposure, ingress/egress, land size differential and due to the land sales exposure on the real estate market which was eighteen (18) months. A downward adjustment was applied as a result of the land sales superior zoning designation regarding density/residential lot permitted.

Land Sale Comparable No. 2 was sold at the rate of \$12.46/sf and was subsequently adjusted downward because of the land sales trade area location and due to the land area disparity between the subject and the land sale. However upward adjustments are supported based on the subject's site visibility, access and freeway commute distance.

We have placed the most weight and support on Land Sale Comparable No. 1 and Land Sale Comparable No. 3. The indicated range of these sale comparisons is from a low of \$7.12/sf to \$8.61/sf. We have applied upward adjustments to Land Sale Comparable No. 1 based on the subject's better ingress/egress and land area differential. However these superior qualities displayed by the subject are neutralized due to the land sales superior zoning designation, freeway access and its trade area location as a result of the land sales proximity to the light rail transit station which is currently under construction. This facility will be within walking distance from the land sale comparable once it is completed. Land Sale Comparable No. 3 was sold at the rate of \$7.12/sf and was adjusted upward because of the subject's superior site exposure, accessibility from multiple streets, lot functionality and its freeway commute distance. These comparative elements offset the land sales superior zoning classification which warranted a downward adjustment.

The land sales selected to form an opinion of value for the subject property are concluded to be the most representative sales from the marketplace. The adjustments applied to form an opinion of value for the subject are subjective and are based on the appraisers education and experience. We have formed an opinion that \$8.00/sf as being warranted of the subject parcel based on the comparative factors which we have described in our appraisal report which is within the indicated range of the land sale comparisons. Accordingly, the subject's land value is concluded to be \$1,700,000 (rounded).

<b>Land Value</b>	<b>Applicable Date</b>	<b>Opinion of Value</b>
<b>Market Value of the RS-9600 Zoned Development Site</b> (averages \$8.00/SF)	February 28, 2023	\$1,700,000

**Just Compensation**

**JUST COMPENSATION**

**Definition of Just Compensation**

In condemnation, the amount of loss for which the property owner is compensated when his or her property is taken; should put the owner in as a position pecuniarily as he or she would be if the property had not been taken; generally held market value, but courts have refused to rule that it is always equivalent to market value.

**Definition of Before and After Rule**

In eminent domain valuation a procedure in which just compensation is measured as the difference between value of the entire property before the taking and the value of the remainder after the taking. condemnation, the amount of loss for which the property owner is compensated when his or her property is taken; should put the owner in as a position pecuniarily as he or she would be if the property had not been taken; generally held market value, but courts have refused to rule that it is always equivalent to market value.

**Definition of Damages**

In condemnation, the loss in value to the remainder in a partial taking of property. Generally, the difference between the value of the whole property before the taking and the value of the remainder after taking is the measure of the value of the part taken and the damages to the remainder. Note that different regions in the country and different courts may use terms such as consequential damages and severance damages differently.

**Value Differential Before/After**

<b>FINAL VALUE</b>	<b>Applicable Date</b>	<b>Opinion of Value</b>
<b>Before Market Value</b>	February 28, 2023	\$1,760,000
<b>Less: After Market Value</b>	February 28, 2023	\$1,700,000
<b>Difference/Just Compensation</b>	February 28, 2023	\$60,000

**Overhead Easement Valuation**

Puget Sound Energy has requested a +/-7,272 SF overhead power line easement from the City of Des Moines. Therefore since the impact would be overhead and not the actual land surface of the property which is useable, we have assigned a 50% valuation of the fee value of the property. Therefore the compensation due to the City of Des Moines has been concluded to be \$30,000 (rounded).

**JUST COMPENSATION**

**Proposed Pole and Anchor Valuation**

There will also be a +/-35 SF of the easement which will have a pole and anchor which has been valued at 75% of the fee value since this property which will still be owned by the City of Des Moines after the placement of the above referenced improvements. The monetary damages will be valued at \$210.00 (rounded).

<b>FINAL VALUE</b>	<b>Applicable Date</b>	<b>Opinion of Value</b>
<b>Overhead Easement Valuation</b>	February 28, 2023	\$30,000
<b>Proposed Pole Anchor Value</b>	February 28, 2023	\$210
<b>Total Just Compensation</b>	February 28, 2023	\$30,210

**ADDENDA**

CERTIFICATION

I certify that to the best of my knowledge and belief:

1. The Statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report, and we have no personal interest or bias with respect to the parties involved.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. Our analyses, opinions, and conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice.
8. We have made a personal inspection of the property that is the subject of this report.
9. No one provided significant assistance other than the persons signing this report.
10. The use of this report is subject to the requirements of the Appraisal Institute relations to review by its duly authorized representatives
11. We have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three year period immediately preceding acceptance of this assignment
12. Stephen Swank has completed the continuing education requirements for the State of Washington Licensing Program.



---

Stephen F. Swank, Appraiser  
WA License #1100296

**ADVERTISEMENT**

[New Search](#) | 
 [Property Tax Bill](#) | 
 [Map This Property](#) | 
 [Glossary of Terms](#) | 
 [Area Report](#) | 
 [Print Property Detail](#)


PARCEL DATA

<b>Parcel</b>	092204-9018	<b>Jurisdiction</b>	DES MOINES
<b>Name</b>	DES MOINES CITY OF	<b>Levy Code</b>	1126
<b>Site Address</b>	2255 S 223RD ST 98198	<b>Property Type</b>	C
<b>Geo Area</b>	55-90	<b>Plat Block / Building Number</b>	
<b>Spec Area</b>		<b>Plat Lot / Unit Number</b>	
<b>Property Name</b>	DES MOINES PUBLIC WORKS	<b>Quarter-Section-Township-Range</b>	SW-9 -22-4

**Legal Description**

PORTION OF SE QTR SW QTR STR 09-22-04 LYING SOUTH OF FRED RUSSELL CO RD (S 223RD ST) & EAST OF LINE DRAWN FROM POINT 711.12 FT EAST OF SW CORNER TO POINT 711 FT EAST OF NW CORNER OF SAID PORTION EXC ELY 30 FT THEREOF CONVEYED TO KING CO FOR ROAD BY DEED UNDER RECORDING NO 787611  
**PLat Block:**  
**Plat Lot:**

LAND DATA

<b>Highest &amp; Best Use As If Vacant</b>	COMMERCIAL SERVICE
<b>Highest &amp; Best Use As Improved</b>	PRESENT USE
<b>Present Use</b>	Warehouse
<b>Land SqFt</b>	219,540
<b>Acres</b>	5.04

<b>Percentage Unusable</b>	
<b>Restrictive Size Shape</b>	NO
<b>Zoning</b>	RS-9600
<b>Water</b>	WATER DISTRICT
<b>Sewer/Septic</b>	PUBLIC
<b>Road Access</b>	PUBLIC
<b>Parking</b>	ADEQUATE
<b>Street Surface</b>	PAVED

**ADVERTISEMENT**

**Views**

<b>Rainier</b>	
<b>Territorial</b>	
<b>Olympics</b>	
<b>Cascades</b>	
<b>Seattle Skyline</b>	
<b>Puget Sound</b>	
<b>Lake Washington</b>	
<b>Lake Sammamish</b>	
<b>Lake/River/Creek</b>	
<b>Other View</b>	

**Waterfront**

<b>Waterfront Location</b>	
<b>Waterfront Footage</b>	0
<b>Lot Depth Factor</b>	0
<b>Waterfront Bank</b>	
<b>Tide/Shore</b>	
<b>Waterfront Restricted Access</b>	
<b>Waterfront Access Rights</b>	NO
<b>Poor Quality</b>	NO
<b>Proximity Influence</b>	NO

**Designations**

<b>Historic Site</b>	
<b>Current Use</b>	(none)
<b>Nbr Bldg Sites</b>	
<b>Adjacent to Golf Fairway</b>	NO
<b>Adjacent to Greenbelt</b>	NO
<b>Other Designation</b>	NO
<b>Deed Restrictions</b>	NO
<b>Development Rights Purchased</b>	NO
<b>Easements</b>	NO
<b>Native Growth Protection Easement</b>	NO
<b>DNR Lease</b>	NO

**Nuisances**

<b>Topography</b>	
<b>Traffic Noise</b>	
<b>Airport Noise</b>	70
<b>Power Lines</b>	NO
<b>Other Nuisances</b>	NO

**Problems**

<b>Water Problems</b>	NO
<b>Transportation Concurrency</b>	NO
<b>Other Problems</b>	NO

**Environmental**

<b>Environmental</b>	NO
----------------------	----

BUILDING

<b>Building Number</b>	1
<b>Building Description</b>	WAREHOUSE
<b>Number Of Buildings Aggregated</b>	1
<b>Predominant Use</b>	STORAGE WAREHOUSE (406)
<b>Shape</b>	Rect or Slight Irreg
<b>Construction Class</b>	PREFAB STEEL

 Click the camera to see more pictures.

Picture of Building 1

Building Quality	AVERAGE/GOOD
Stories	1
Building Gross Sq Ft	8,699
Building Net Sq Ft	8,699
Year Built	1961
Eff. Year	1990
Percentage Complete	100
Heating System	ELECTRIC WALL
Sprinklers	No
Elevators	
<b>1 2</b>	



**Section(s) Of Building Number: 1**

Section Number	Section Use	Description	Stories	Height	Floor Number	Gross Sq Ft	Net Sq Ft
1	STORAGE WAREHOUSE (406)		1	14		8,699	8,699

**TAX ROLL HISTORY**

**This is a government owned parcel.**  
 Change to state law (RCW 84. 40.045 and 84.40.175) by the 2013 Legislature eliminated revaluation of government owned parcels.

**SALES HISTORY**

Excise Number	Recording Number	Document Date	Sale Price	Seller Name	Buyer Name	Instrument	Sale Reason
1548355	199706091375	5/29/1997	\$250,000.00	PUGET SOUND ENERGY INC	DES MOINES CITY OF	Statutory Warranty Deed	Partial Interest (love and affection, gift)

**REVIEW HISTORY**

**PERMIT HISTORY**

Permit Number	Permit Description	Type	Issue Date	Permit Value	Issuing Jurisdiction	Reviewed Date
BLD2018-1647	MOVE EXISTING ELECTRICAL OUTLET TO A NEW LOCATION.		11/2/2018	\$150	DES MOINES	5/29/2019

**HOME IMPROVEMENT EXEMPTION**

- [New Search](#)
- [Property Tax Bill](#)
- [Map This Property](#)
- [Glossary of Terms](#)
- [Area Report](#)
- [Print Property Detail](#)

**ADVERTISEMENT**



**ADVERTISEMENT**

- [New Search](#)
- [Property Tax Bill](#)
- [Map This Property](#)
- [Glossary of Terms](#)
- [Area Report](#)
- [Property Detail](#)

**PARCEL**

<b>Parcel Number</b>	092204-9018
<b>Name</b>	DES MOINES CITY OF
<b>Site Address</b>	2255 S 223RD ST 98198
<b>Legal</b>	PORTION OF SE QTR SW QTR STR 09-22-04 LYING SOUTH OF FRED RUSSELL CO RD (S 223RD ST) & EAST OF LINE DRAWN FROM POINT 711.12 FT EAST OF SW CORNER TO POINT 711 FT EAST OF NW CORNER OF SAID PORTION EXC ELY 30 FT THEREOF CONVEYED TO KING CO FOR ROAD BY DEED UNDER RECORDING NO 787611

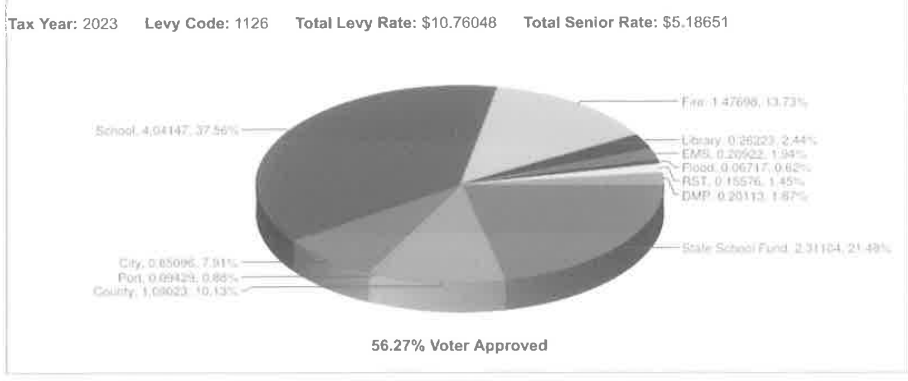
**BUILDING 1**

<b>Year Built</b>	1961
<b>Building Net Square Footage</b>	8699
<b>Construction Class</b>	PREFAB STEEL
<b>Building Quality</b>	AVERAGE/GOOD
<b>Lot Size</b>	219540
<b>Present Use</b>	Warehouse
<b>Views</b>	No
<b>Waterfront</b>	



**ADVERTISEMENT**

**TOTAL LEVY RATE DISTRIBUTION**



[Click here to see levy distribution comparison by year.](#)

**TAX ROLL HISTORY**

Valued Year	Tax Year	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total (\$)	Appraised Imps Increase (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total (\$)
2022	2023	823,200	277,300	1,100,500	0	0	0	0
2021	2022	768,300	243,400	1,011,700	0	0	0	0
2020	2021	768,300	255,000	1,023,300	0	0	0	0
2019	2020	768,300	124,800	893,100	0	0	0	0
2018	2019	548,800	119,700	668,500	0	0	0	0
2017	2018	548,800	112,300	661,100	0	0	0	0
2013	2014	439,000	120,100	559,100	0	0	0	0
2012	2013	439,000	124,900	563,900	0	0	0	0
2011	2012	439,000	132,200	571,200	0	0	0	0
2010	2011	439,000	129,700	568,700	0	0	0	0
2009	2010	439,000	146,100	585,100	0	0	0	0
2008	2009	439,000	96,400	535,400	0	0	0	0

2007	2008	384,100	158,500	542,600	0	0	0	0
2006	2007	384,100	152,600	536,700	0	0	0	0
2005	2006	384,100	158,100	542,200	0	0	0	0
2004	2005	384,100	160,700	544,800	0	0	0	0
2003	2004	328,500	165,400	493,900	0	0	0	0
2002	2003	328,500	169,500	498,000	0	0	0	0
2001	2002	328,500	370,000	698,500	0	0	0	0
2000	2001	328,500	370,000	698,500	0	0	0	0
1999	2000	328,500	370,000	698,500	0	0	0	0
1997	1998	0	0	0	0	328,500	370,000	698,500
1996	1997	0	0	0	0	328,500	370,000	698,500
1994	1995	0	0	0	0	328,500	370,000	698,500
1992	1993	0	0	0	0	277,100	230,000	507,100
1990	1991	0	0	0	0	126,000	230,000	356,000
1989	1990	0	0	0	0	219,500	292,600	512,100
1988	1989	0	0	0	0	219,500	270,500	490,000
1986	1987	0	0	0	0	219,500	270,500	490,000
1984	1985	0	0	0	0	181,100	286,100	467,200
1982	1983	0	0	0	0	181,100	286,100	467,200

ADVERTISEMENT

---

## Assumptions and Limiting Conditions

This appraisal is subject to the following limiting conditions

### Extraordinary Assumptions

None

### Hypothetical Assumptions

None

### General Assumptions

This analysis assumes the improvements will be constructed in a professional and workmanlike manner according to the plans included in this report.

The value arrived at was not determined based on a requested minimum valuation, a specific valuation or on approval of the loan

The analysis assumes that the legal description accurately represents the subject property. If further verification is required, further research is advised.

Without prior written approval from the authors, the use of this report is limited to decision-making concerning the potential financing of the property. All other uses are expressly prohibited. Reliance on this report by anyone other than the client for a purpose not set forth above is prohibited. The authors' responsibility is limited to the client.

We assume no responsibility for matters legal in character, nor do we render opinion as to title, which is assumed to be marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, under responsible ownership, and competent management.

The exhibits in this report are included to assist the reader in visualizing the property. We have made no survey of the property and assume no responsibility in connection with such matters.

Unless otherwise noted herein, it is assumed that there are no encroachments, zoning or restrictive violations existing in the subject property.

The appraisers assume no responsibility for determining if the property requires environmental approval by the appropriate governing agencies, nor if it is in violation thereof, unless noted.

This report shall be used for its intended purpose only, and by the parties to whom it is addressed. Possession of the report does not include the right of publication.

The appraisers may not be required to give testimony or to appear in court by reason of this appraisal, with reference to the property in question, unless prior arrangements have been made.

The statements of value and all conclusions shall apply as of the dates shown herein.

---

### Assumptions and Limiting Conditions (Continued)

The appraisers have no present or contemplated future interest in the property that is not specifically disclosed in this report.

Neither all, nor any part, of the content of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media without the written consent or approval of the authors. This applies particularly to value conclusions and to the identity of the appraisers and the firm with which the appraisers are connected.

This report must be used in its entirety. Reliance on any portion of the report independent of others may lead the reader to erroneous conclusions regarding the property values. No portion of the report stands alone without approval from the author.

The distribution of the total valuation of this report between land and improvements applies only under the existing programs of utilization. The separate valuations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

The valuation stated herein assumes professional management and operation of the property throughout the lifetime of the improvements including an adequate maintenance and repair program.

The liability of Austin Appraisal and employees is limited to the client only and only up to the amount of the fee actually received for the assignment. Further, there is no accountability, obligation, or liability to any third party. If this report is placed in the hands of anyone other than the client, the client shall make such party aware of all limiting conditions and assumptions of the assignment and related discussions. The appraiser is in no way responsible for any costs incurred to discover or correct any deficiency in the property. The appraiser assumes that there are no hidden or unapparent conditions of the property, subsoil, or structures that would render it more or less valuable. In the case of limited partnerships or syndication offerings or stock offerings in real estate, the client agrees that in the event of a lawsuit (brought by lender, partner, or part owner in any form of ownership, tenant, or any other party), any and all awards, settlements, or costs, regardless of outcome; the client will hold Austin Appraisal completely harmless.

The Appraiser is not qualified to detect the presence of toxic or hazardous substances or material which may influence or be associated with the property or any adjacent properties, has made no investigation or analysis as to the presence of such materials, and expressly disclaims any duty to note the presence of such materials. Therefore, irrespective of any degree of fault, Austin Appraisal and its principals, agents, and employees, shall not be liable for costs, expenses, damages, assessments, or penalties, or diminution in value, property damage, or personal injury (including death) resulting from or otherwise attributable to toxic or hazardous substances or materials, including without limitation hazardous waste, asbestos material, formaldehyde, or any smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, solids, or gasses, waste materials or other irritants, contaminants, or pollutants.

The appraisers assume no responsibility for determining if the subject property complies with the *Americans with Disabilities Act (ADA)*, which prescribes specific building standards which may be applied differently to different buildings, depending on such factors as building age, historical significance, amenability to improvement, and cost of renovation. Austin Appraisal, its principals, agents, and employees, shall not be liable for any cost, expenses, assessments, penalties, or diminution in value resulting from non-compliance. Except as otherwise noted herein, this appraisal assumes that the subject complies with all ADA standards appropriate to the subject improvements; if the subject is not in compliance, the eventual renovation costs and/or penalties would negatively impact the present value of the subject. If the necessary renovation costs, time period needed for renovation, and penalties for non-compliance (if any) were known today, appropriate deductions would be made to the value conclusion(s) reported herein.

## QUALIFICATIONS OF STEPHEN F. SWANK

### EDUCATION:

Bachelor of Arts Degree in Public Administration with minor in City Planning from Western Washington University — Bellingham, Washington — 1977

### APPRAISAL COURSES AND EDUCATION:

Real Estate Appraisal Principles	Land Valuation, Depreciation and the
Basic Valuation Procedures	the Cost Approach
Standards of Professional Practice	Appraising Office Buildings and Retail
Capitalization Theory, Part A	Properties
Capitalization Theory, Part B	Appraising Shopping Centers and
Site Inspection for Appraisers	Movie Theaters
Alternative Residential Reporting Forms	Appraising Hotels/Motels and
Small Residential Income Appraising	Apartment Buildings
Appraisal Report Writing	Highest & Best Use Analysis
Income Appraisal Theory & Techniques	Site Inspection for Appraisers

### PROFESSIONAL:

Certified Real Estate Appraiser  
General License No. 1100296, Expiration Date: 10/06/2023

### EMPLOYMENT:

- President of Austin Appraisal, Inc. since April of 1996.
- Employed by the appraisal firm of Neal R. Cook & Associates as an Associate Appraiser — 1989-1996.
- Associate Appraiser with Consillium Inc. — 1985-1989.
- City Planner — 1977-1985.

### EXPERIENCE:

Thirty-six years as a commercial appraiser. Experienced in market value appraisals, feasibility and land use studies, and marketing studies on commercial, industrial, multi-family, residential subdivisions and vacant land.

Self-Contained Appraisal Reports, Summary Appraisal Reports and Restricted Use Appraisal Reports have been prepared on apartments, condominiums, office buildings, retail centers, industrial parks, medical office buildings, office warehouse structures, condominium conversions, mini-storage facilities, single-family residential subdivisions, new construction, open space and vacant land. 71-B form appraisals have been completed for apartments as well as single-family appraisal form reports.

Projects have been completed in King, Pierce, Snohomish, Kitsap, Whatcom, Lewis, Mason and Thurston Counties and throughout the State of Washington. Appraisals have been completed nationally in 20 states.



State of Washington  
 DEPARTMENT OF LICENSING  
 APPRAISER PROGRAM  
 PO Box 9021  
 Olympia, WA 98507-9021

STATE OF WASHINGTON

CERTIFIED GENERAL REAL ESTATE APPRAISER

STEPHEN F SWANK  
 27045 10th Ave S  
 Des Moines WA 98198-9315

1100296      10/06/2023  
 License Number      Expiration Date

*Teresa Bernitsen*  
 Teresa Bernitsen, Director

**STEPHEN F SWANK**  
 27045 10th Ave S  
 Des Moines WA 98198-9315

**STATE OF WASHINGTON**

DEPARTMENT OF LICENSING – BUSINESS AND PROFESSIONS DIVISION  
 THIS CERTIFIES THAT THE PERSON OR BUSINESS NAMED BELOW IS AUTHORIZED AS A

**CERTIFIED GENERAL REAL ESTATE APPRAISER**

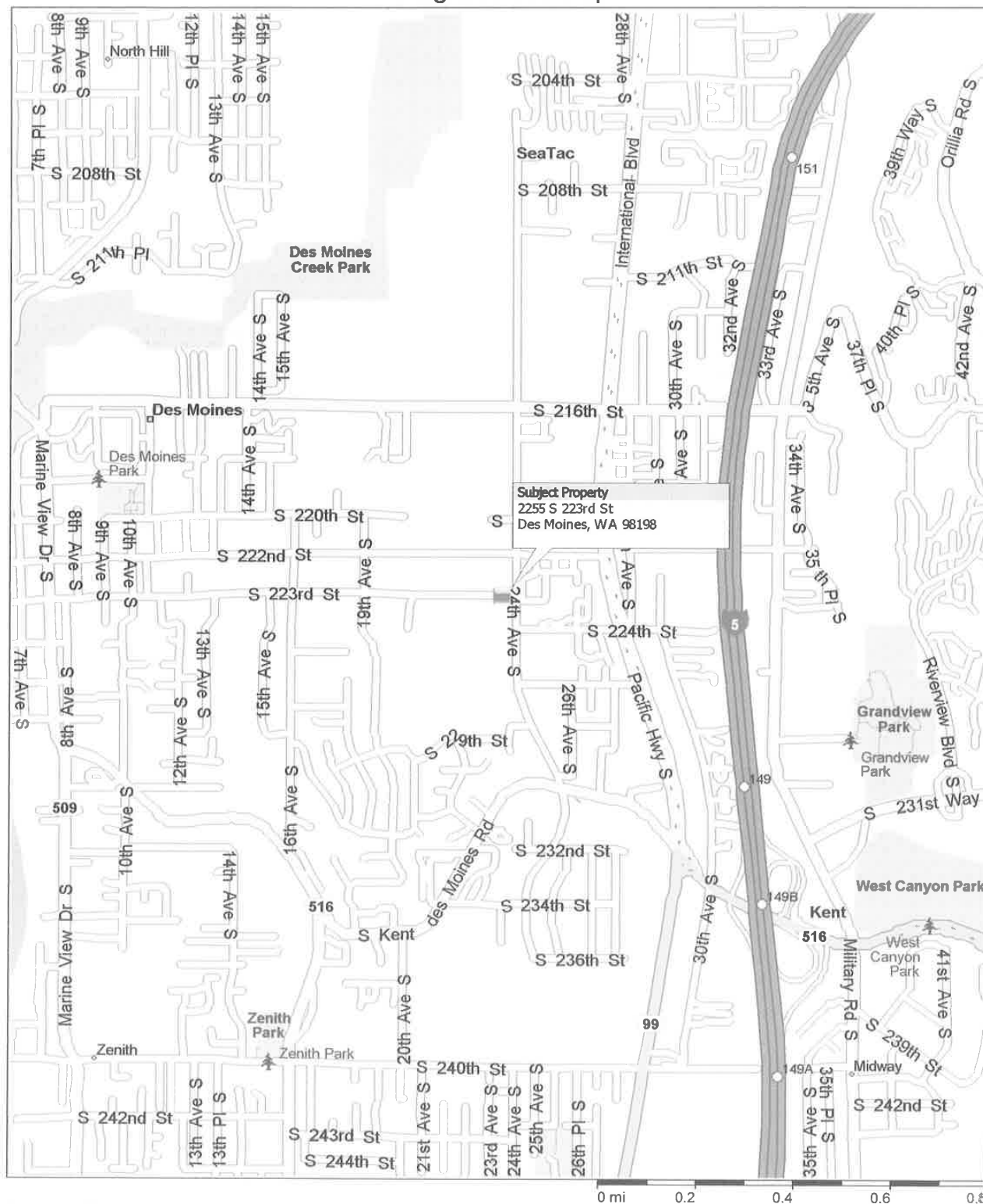
STEPHEN F SWANK  
 27045 10th Ave S  
 Des Moines WA 98198-9315

1100296      04/21/1994      10/06/2023  
 License Number      Issue Date      Expiration Date

*Teresa Bernitsen*  
 Teresa Bernitsen, Director

{R/7/19}

# Neighborhood Map



Copyright © and (P) 1988–2012 Microsoft Corporation and/or its suppliers. All rights reserved. <http://www.microsoft.com/streets>.  
 Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.

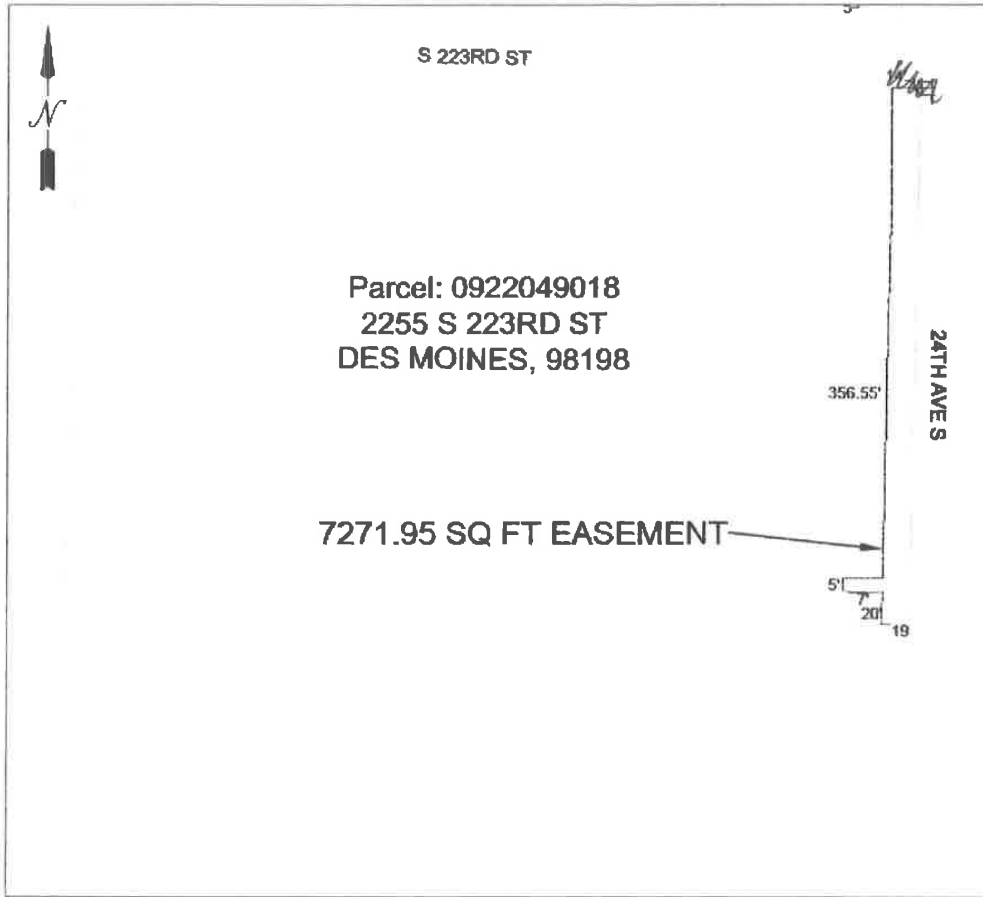
# Land Sales Comparison Map



Copyright © and (P) 1968–2012 Microsoft Corporation and/or its suppliers. All rights reserved. <http://www.microsoft.com/streets/>  
 Certain mapping and direction data © 2012 NAVTEQ. All rights reserved. The Data for areas of Canada includes information taken with permission from Canadian authorities, including: © Her Majesty the Queen in Right of Canada, © Queen's Printer for Ontario. NAVTEQ and NAVTEQ ON BOARD are trademarks of NAVTEQ. © 2012 Tele Atlas North America, Inc. All rights reserved. Tele Atlas and Tele Atlas North America are trademarks of Tele Atlas, Inc. © 2012 by Applied Geographic Solutions. All rights reserved. Portions © Copyright 2012 by Woodall Publications Corp. All rights reserved.



EXHIBIT "A"  
EASEMENT DEPICTION



PSE Easement 2014  
WO# 101137534  
Page 5 of 5

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: 24<sup>th</sup> Ave S Improvements Project –  
Right of Way Dedication

FOR AGENDA OF: April 13, 2023

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: April 5, 2023

ATTACHMENTS:

1. Public Right of Way Dedication Deed
2. 24<sup>th</sup> Ave S Improvement Project Roadway Plans – Sheet RD6

CLEARANCES:

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

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

**Purpose and Recommendation**

The purpose of this agenda item is to seek City Council approval for a right-of-way dedication granting a portion of property at the City of Des Moines Public Work Operations Facility, Tax Parcel No. 0922049018, to be designated as right-of-way (Attachment 1). The right-of-way dedication will allow the project improvements associated with the 24<sup>th</sup> Ave S Improvements Project to be constructed entirely in the public right-of-way. The following motion will appear on the consent calendar:

**Suggested Motion**

**Motion:** “I move to authorize and approve the dedication of a portion of City owned property, Tax Parcel No. 0922049018, for right-of-way purposes and authorize the City Manager to execute documents for this transaction substantially in the form as submitted.”

### **Background**

The 24<sup>th</sup> Ave S Improvements Project (Kent-Des Moines Rd. (SR 516) to S 223<sup>rd</sup> St) is an element of the adopted City of Des Moines Comprehensive Transportation Plan (CTP), Transportation Improvement Plan (TIP), and Capital Improvement Plan (CIP). This project is Segment 2 of the 24<sup>th</sup> Ave S Corridor Improvements, with future Segment 1 improvements designated between S 223<sup>rd</sup> St and S 216<sup>th</sup> St.

The 24<sup>th</sup> Ave S corridor is a critical north-south arterial roadway connecting Kent-Des Moines Road, two public schools, and multiple churches with the Des Moines Creek Business Park, Federal Aviation Administration regional headquarters, Prologis, SeaTac commercial aviation support, Angle Lake Sound Transit Light Rail Station, and SeaTac International Airport. The recently completed Transportation Gateway Projects just north of the project on S 216<sup>th</sup> Street and 24<sup>th</sup> Ave S, between S 216<sup>th</sup> Street and S 208<sup>th</sup> Street, have supported growing capacity and development as defined in the City's Comprehensive Transportation Plan.

This project proposes to construct sidewalks, bike lanes, reduced travel lane widths for traffic calming, two-way left turn lane, storm drainage, and illumination. The project will improve non-motorized user safety by the construction of bike lanes and ADA sidewalks on both sides of the roadway and enhanced pedestrian crossings near Midway Elementary and Pacific Middle schools.

At the February 13, 2020 City Council meeting, the City Council accepted \$3,663,432 from the Washington State Transportation Improvement Board (TIB) for project funding support to complete design, right-of-way acquisition, and construction.

On December 15, 2021, City staff held a virtual public open house to provide information and updates to the community. All properties along the proposed project were notified by mail of the public house as well as public notification via the City's website. Staff has also regularly updated the project website to include current progress of the project.

At the May 12, 2022 City Council meeting, the City Council approved the Draft Right of Way Plan for the 24<sup>th</sup> Ave S Improvements Project (Kent-Des Moines Rd (SR 516) to S. 223<sup>rd</sup> St and approved a task assignment with Parametrix for right-of-way acquisition services on the 24<sup>th</sup> Ave S Improvements Project under the 2022-2023 On-Call General Civil Engineering Services Contract. The consultant team is currently pursuing right-of-way acquisitions.

During the design phase of the project, the project team identified the need for acquiring public right-of-way at the southwest corner of the 24<sup>th</sup> Ave S and S 223<sup>rd</sup> Street intersection.

### **Discussion**

The dedication of right-of-way is necessary to adjust the property boundary for the City's Public Works Operations Facility such that newly constructed project improvements for the 24<sup>th</sup> Ave S Improvements Project are located within City right-of-way. The right-of-way dedication area (Attachment 2) allows the proposed sidewalk improvements to be designed per the City's Street Development Standards and WSDOT Standard Specifications to meet ADA Standards for Accessible Design.

The dedication of right-of-way is a total of twelve (12) square feet and will not have a negative impact on current or future needs at the City's Public Works Operations Facility.

**Alternatives**

The City Council may choose not to accept the right-of-way dedication. This would present some challenges with the public using City sidewalk on private property.

**Financial Impact**

None

**Recommendation**

Staff recommends the adoption of the motion.

**Council Committee Review**

Not Applicable

THIS PAGE LEFT INTENTIONALLY BLANK

**RETURN ADDRESS:**

**Office of the Des Moines City Clerk  
21630 – 11<sup>th</sup> Ave. S., Suite A  
Des Moines WA 98198**

**PUBLIC RIGHT OF WAY DEDICATION DEED**

**GRANTOR: CITY OF DES MOINES  
GRANTEE: CITY OF DES MOINES  
SHORT LEGAL: A 12 square foot portion of Parcel Number 0922049018  
TAX PARCEL: 0922049018**

For valuable consideration, **The City of Des Moines**, a Washington Municipal Corporation ("Grantor"), hereby conveys and dedicates to **The City of Des Moines**, a Washington Municipal Corporation ("Grantee"), its successors and assigns, for public right of way purposes, the following described real estate, situated in the City of Des Moines, King County, Washington:

*SEE EXHIBIT A FOR RIGHT OF WAY ACQUISITION DESCRIPTION AND  
EXHIBIT B FOR RIGHT OF WAY ACQUISITION AREA, ATTACHED HEREIN:*

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

GRANTOR:  
**City of Des Moines**

By: \_\_\_\_\_  
Michael Matthias, City Manager  
By direction of the Des Moines City Council in an  
open public meeting on \_\_\_\_\_,  
2023.

Approved as to Form:

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

State of Washington,  
King County:

I certify that I know or have satisfactory evidence that Michael Matthias is the person who appeared before me, acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledge it as the City Manager of the City of Des Moines to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

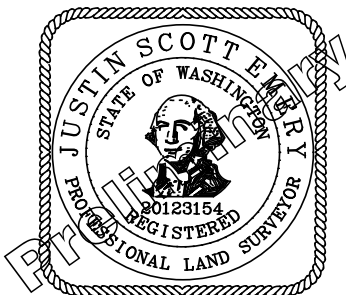
\_\_\_\_\_  
Notary Public in and for the State of Washington  
residing at \_\_\_\_\_  
My appointment expires \_\_\_\_\_

**EXHIBIT A**  
**RIGHT OF WAY AQUISITION DESCRIPTION**  
**SECTION 9, TOWNSHIP 22 N, RANGE 4 E, W.M.**  
**CITY OF DES MOINES, KING COUNTY**  
**TPN 092204-9018**

THAT PORTION OF LOT B, CITY OF DES MOINES LOT LINE ADJUSTMENT NO. LUA 2002-017 RECORDED UNDER RECORDING NUMBER 20020814900010; BEING A PORTION OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER, SECTION 16, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING COUNTY, WA. EXCEPT ROADS. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT B, ALSO BEING THE WESTERLY RIGHT OF WAY OF 24TH AVENUE SOUTH;  
THENCE ALONG THE EAST LINE OF SAID LOT B, SOUTH 1°05'55" WEST 8.00 FEET;  
THENCE NORTH 25°24'54" EAST 8.96 FEET TO THE SOUTH RIGHT OF WAY OF S 223RD ST ALSO BEING THE NORTH LINE OF SAID LOT B;  
THENCE ALONG SAID NORTH LINE SOUTH 88°38'42" EAST 4.00 FEET TO THE POINT OF BEGINNING.

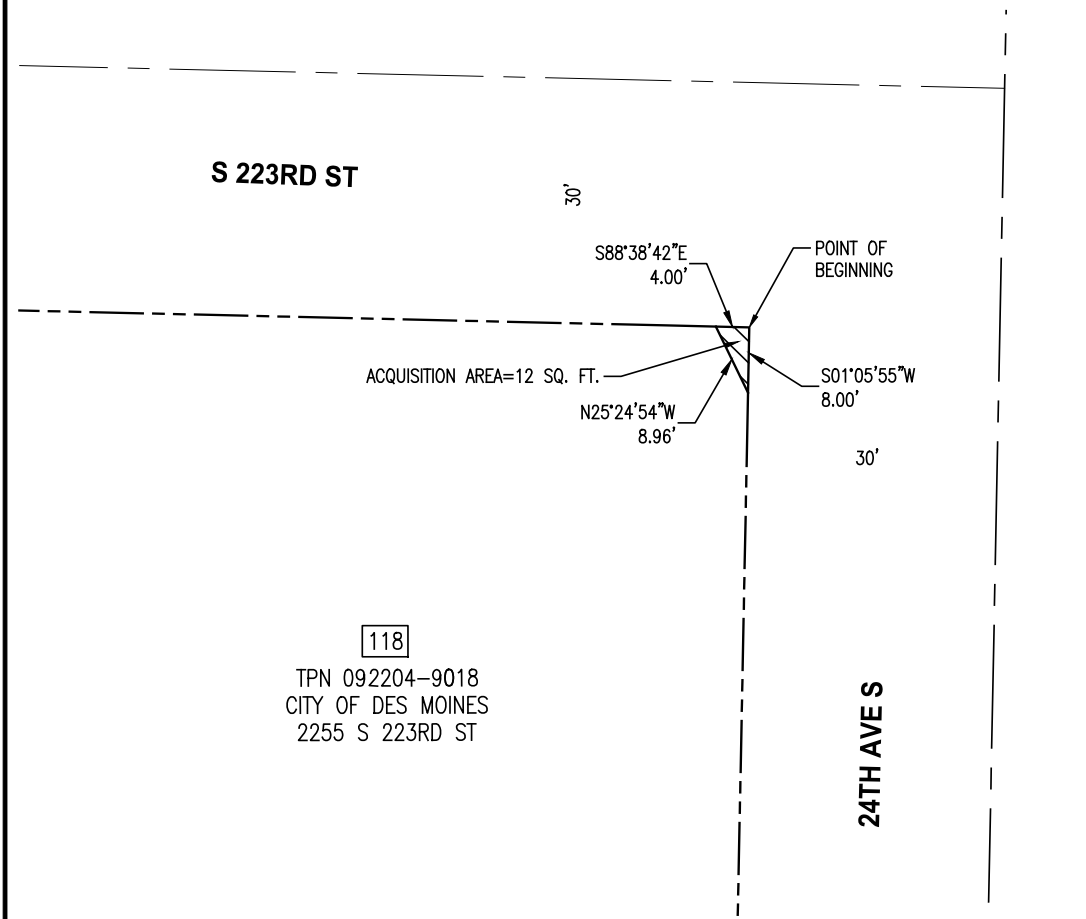
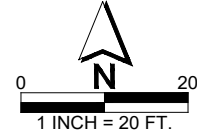
SAID PORTION CONTAINING 12 SQUARE FEET, MORE OR LESS.





# EXHIBIT B

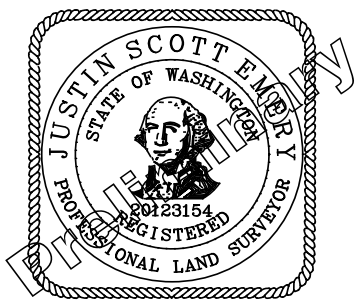
RIGHT OF WAY ACQUISITION AREA  
SECTION 9, TOWNSHIP 22 N, RANGE 4 E, W.M.  
CITY OF DES MOINES, KING COUNTY  
TPN 092204-9018



118

TPN 092204-9018  
CITY OF DES MOINES  
2255 S 223RD ST

24TH AVES



**HORIZONTAL DATUM**  
NAD83/11 NORTH ZONE

### LEGEND

118

- IMPACTED PARCEL NUMBER
- RIGHT OF WAY
- ACQUISITION AREA



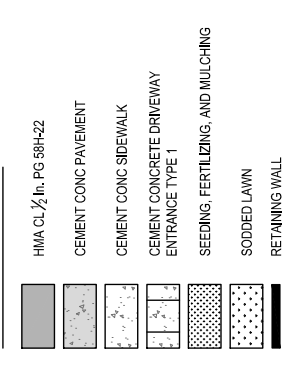
**CONSTRUCTION NOTES:**

- 1 CEMENT CONCRETE CURB AND GUTTER PER WSDOT STD PLAN F-10.16-00.
- 2 CEMENT CONCRETE SIDEWALK PER WSDOT STD PLAN F-30.10-04.
- 3 THICKENED CEMENT CONC. SIDEWALK. SEE DET **1** DT1.
- 4 CEMENT CONCRETE CURB RAMP TYPE PARALLEL A PER WSDOT STD PLAN F-40.12-03.
- 5 CEMENT CONCRETE CURB RAMP TYPE PERPENDICULAR A PER WSDOT STD PLAN F-40-15.04.
- 6 CEMENT CONCRETE DRIVEWAY ENTRANCE TYPE 1 PER WSDOT STD PLAN F-80.10-04.
- 7 RETAINING WALL. SEE WL SHEETS.
- 8 SIDEWALK CROSSING SIGNALS. SEE EL SHEETS.
- 9 RAISED CROSSWALK WITHIN SCHOOL ZONE. SEE DET **1** DT3.
- 10 MULTIPLE MAILBOX SUPPORT AND SIDEWALK WIDENING PER CITY OF DES MOINES STD PLAN DM.G.1.1.
- 11 CEMENT CONCRETE TRAFFIC CURB PER WSDOT STD PLAN F-10.12-04.
- 12 DUAL-FACED CEMENT CONCRETE TRAFFIC CURB PER WSDOT STD PLAN F-10.12-04.
- 13 RELOCATED SPEED CAMERA/SOLAR FLASHING BEACON SIGN. SEE EL SHEETS.
- 14 8'x10' KING COUNTY METRO LANDING PAD.
- 15 KING COUNTY METRO B21 FOOTING. DET **3** DT03.

**GENERAL NOTES:**

1. CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES.
2. ADJUST ALL EXISTING UTILITIES TO FINISH GRADE.
3. THE CONTRACTOR SHALL PROTECT ALL PRIVATE AND PUBLIC UTILITIES FROM DAMAGE WHEN TRENCHING ACROSS OR BESIDE THESE EXISTING UTILITIES.
4. FOR WALL PLANS. SEE WL SHEETS.
5. FOR LIGHTING AND SIGNAL PLANS. SEE EL SHEETS.
6. FOR CHANNELIZATION PLANS. SEE CH SHEETS.
7. FOR INTERSECTION GRADING PLANS. SEE GR SHEETS.
8. FOR CURB RAMP DETAILS. SEE CR SHEETS.
9. FOR DRIVEWAY SCHEDULE. SEE SHEET DT1.
10. FOR SIGN SCHEDULE. SEE SHEET CH4.

**ROADWAY LEGEND:**



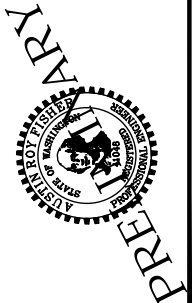
RETAINING WALL  
**90% REVIEW SUBMITTAL**  
 NOT FOR CONSTRUCTION

DRAWING NO.  
21 OF 82  
**RD6**

**ROADWAY PLAN AND PROFILE**  
**STA 33+50 TO END OF PROJECT**

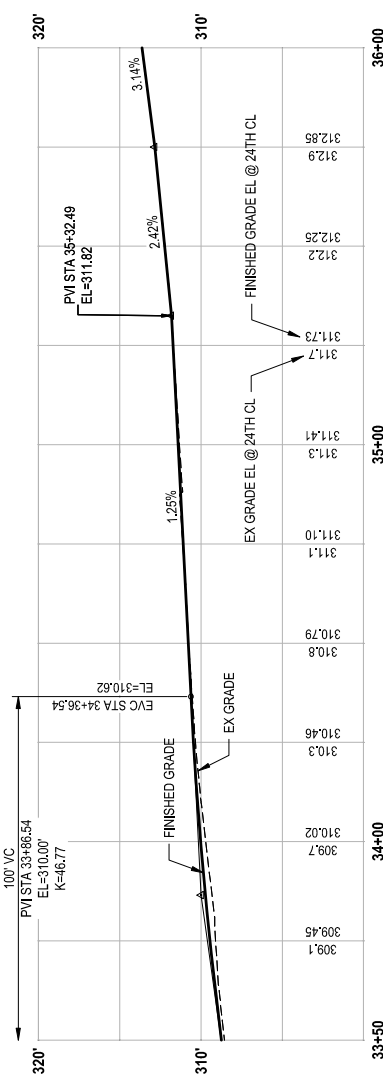
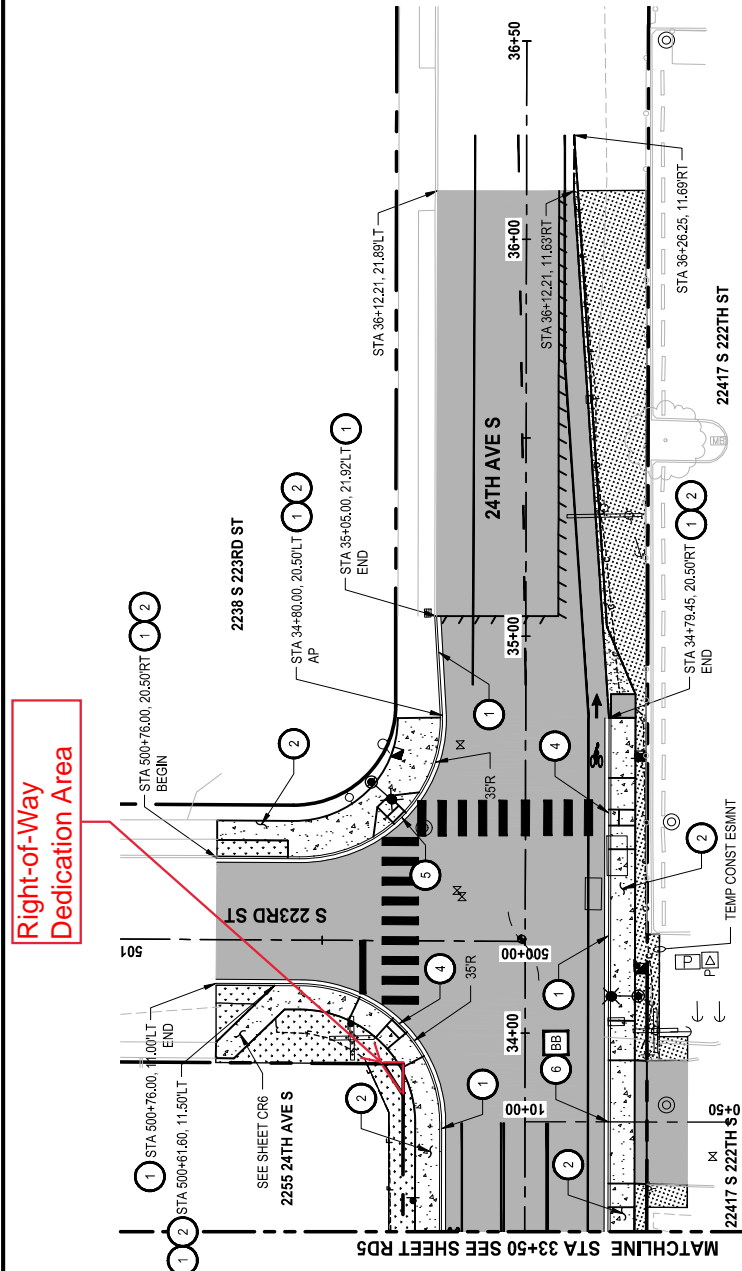
PROJECT NAME  
**24TH AVENUE SOUTH**  
**SEGMENT 2- ROADWAY IMPROVEMENTS**  
 DES MOINES, WASHINGTON

**Parametrix**  
 ENGINEERING PLANNING ENVIRONMENTAL SCIENCES  
 1018 39TH AVENUE SE, SUITE 100 | PUYALLUP, WA 98374  
 P: 253.804.6600  
 WWW.PARAMETRIX.COM



ONE INCH AT FULL SCALE.  
 IF NOT, SCALE ACCORDINGLY.  
 FILE NO. 2022-025-RD  
 JOB NO. 214-1792-025  
 DATE: FEBRUARY, 2022

REVISIONS	DATE	BY	DESIGNED
			J. BETZVOG
			J. BETZVOG



**PROFILE**  
 HORIZ: 1"=20'  
 VERT: 1"=5'

**Right-of-Way Dedication Area**

THIS PAGE LEFT INTENTIONALLY BLANK

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: King County Flood Reduction Grant Award

AGENDA OF: April 13, 2023

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

DATE SUBMITTED: April 5, 2023

- 1. Agreement for Award of Flood Reduction Grant Funds

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *AM* \_\_\_\_\_
- Human Resources \_\_\_\_\_
- Legal *TG* \_\_\_\_\_
- Marina \_\_\_\_\_
- Police \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works *Richard Olson* \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this Agenda Item is for City Council to accept the King County Flood Control District (KCFCD) Flood Reduction Grant Award for two projects: Des Moines Creek Estuary Project and Kent-Des Moines Road/16th Avenue South Pipe Replacement Project. The following motion will appear on the Consent Agenda:

**Suggested Motion**

**Motion 1:** "I move to accept the King County Flood Control District Flood Reduction Grant Award for the Des Moines Creek Estuary Project and Kent-Des Moines Road/16th Avenue South Pipe Replacement Project and authorize the City Manager to sign the Grant Agreement substantially in the form as submitted."

## **Background**

### **Des Moines Creek Estuary Project**

The Des Moines Creek drainage basin is home to coho salmon, chum salmon, steelhead, and cutthroat trout have which been historically identified in the lower reaches of Des Moines Creek. The basin covers 5.8 square miles and the creek itself is 3.5 miles long and flows from an elevation of about 350 feet to where it meets Puget Sound at Des Moines Beach Park. The upper watershed is heavily urbanized and includes a mix of residential and commercial land as well as a portion of the Seattle-Tacoma International Airport. The lower reaches of the creek around Des Moines Beach Park provide some of the most heavily utilized fish habitat within the watershed, due primarily to its vicinity and accessibility to Puget Sound. The WRIA 9 Salmon Habitat Recovery Plan has identified the Des Moines Creek Estuary project as a regional priority for salmon health.

The Des Moines Creek Estuary project goals are to improve riparian vegetation, remove approximately 500 feet of hard armoring and fill, increase nearshore habitat, and create a pocket estuary at the stream mouth. Another goal of this project is to address flooding impacts to the Des Moines Creek Beach Park. Due to sediment transport deposition and narrow hard armoring, Des Moines Beach Park has been subject to historical flooding. The project will identify potential improvements to address flooding impacts to Des Moines Beach Park while bolstering both shoreline and estuary habitat.

The project will be designed in phases. This grant proposes to fund the first phase of the project which entails completing a site assessment to provide 10% preliminary engineering design, initial cultural resource support, public outreach support, permit identification for improvements to the shoreline, estuary habitat, and public access near the mouth of Des Moines Creek. Although the specific details of improvements would be identified as a part of this project, potential proposed elements may include hard armoring replacement with soft armoring, streambed modifications, riparian zone planting, and bulkhead modifications. These restoration improvements may affect existing park features, and this grant will support initial impact identification and opportunity for future infrastructure improvements.

### **Kent-Des Moines Road/16th Avenue South Pipe Replacement Project**

The Kent-Des Moines Road and 16<sup>th</sup> Avenue South Pipe Project is a high-priority project identified in the 2015 SWM Comprehensive Plan. The project is located at the north leg of 16<sup>th</sup> Avenue South as it intersects with Kent-Des Moines Road. The limits of the project extend east of this intersection along the north side of Kent-Des Moines Road, across the intersection following the existing storm undercrossing, through a public easement south of the intersection, before ending at the existing storm outfall to Massey Creek. The ditch and piped system at this intersection and outfall to Massey creek are insufficient to convey a 25-year storm that can result in runoff to overflow across Kent-Des Moines Road and towards downstream properties. The project is currently in the preliminary engineering phase and consultant design support was approved by the City Council at the August 4, 2022 meeting. This grant will be used to support the construction phase of the project.

## **Discussion**

The City applied for the Flood Reduction Grant opportunity in the Summer of 2022. Two projects were presented; Des Moines Creek Estuary Project and Kent-Des Moines Road/16th Avenue South Pipe Replacement Project. The King County Flood Control District voted to award both projects in the amounts of \$250,000 and \$200,000, respectively. The City is required to certify funding by signing and returning the Agreement for Award of Flood Reduction Grant Funds (Attachment 1).

**Alternatives**

The City Council could elect not to accept the KCFCD Flood Reduction Grant award. As a result, the City would need to seek funding for the projects from alternative sources.

**Financial Impact**

The KCFCD Flood Reduction Grant funding will be applied to the Des Moines Creek Estuary CIP Project CIP (SWCIP0024) and to the Kent-Des Moines Road/16th Avenue South Pipe Replacement CIP Project CIP (SWCIP0016). No additional funding is expected to be required at this time to complete the grant obligations.

**Recommendation**

Staff recommends adoption of the motion.

**Council Committee Review**

Council Environment Committee has been routinely updated on the status and progress of these projects.

THIS PAGE LEFT INTENTIONALLY BLANK

Project Name:  
Project No. 1: Kent-Des Moines Road/16th Avenue S. Pipe Replacement  
Project No. 2: Des Moines Creek Estuary Restoration

Award Number:  
4.22.03  
4.22.37

**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, 2025**.

Project Contacts:

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

Primary Contact for Recipient: Tyler Beekley, P.E., 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; and
- 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; and
- 1.3 Whereas, on November 12, 2013, the District’s Board of Supervisors passed Resolution FCD2013-14 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects, and on November 9, 2021, the Board passed Resolution FCD2021-12, which authorized an allocation of \$12,000,000 from the District’s 2022 budget to fund flood reduction projects; and
- 1.4 Whereas, on October 11, 2022, the District’s Board of Supervisors passed Resolution FCD2022-12, which approved the flood reduction projects described in Attachment A to that Resolution; and
- 1.5 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”); and



Project Name:	Award Number:
Project No. 1: Kent-Des Moines Road/16th Avenue S. Pipe Replacement	4.22.03
Project No. 2: Des Moines Creek Estuary Restoration	4.22.37

- 1.6 Whereas, the Recipient submitted an application to receive funds for projects to be funded by the Flood Reduction Grant Program; and
- 1.7 Whereas the District’s Board of Supervisors approved funding of Recipient’s application for the projects (“Projects”), as described in Attachment A to Resolution FCD2022-12 in the amount of **\$450,000** (“Award”) as follows: \$200,000 for the Project titled “Kent-Des Moines Road/16th Avenue S. Pipe Replacement”, and \$250,000 for the Project titled “Des Moines Creek Estuary Restoration”; and
- 1.8 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scopes of Work, attached hereto and incorporated herein as Exhibit B-1 and B-2, collectively referred to as “Scopes of Work”, and the Budgets, 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
- 1.9 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 FCD2022-12, and the Grant Policies and Procedures, and under which the Recipient will implement the Projects.

## **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 Recipient in the total amount of **\$450,000** from District funds. The Award shall be used by the Recipient solely for the performance of the Projects, as described in Exhibit A to this Agreement. Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Projects as described in Attachment A to Resolution FCD2022-12. 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 Budgets. 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 Scopes 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 Scopes of Work and issuance of the Final Reports, as further described below.
- 2.4. Activities carried out for these Projects and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified

Project Name:  
Project No. 1: Kent-Des Moines Road/16th Avenue S. Pipe Replacement  
Project No. 2: Des Moines Creek Estuary Restoration

Award Number:  
4.22.03  
4.22.37

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 Scopes 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 Budgets of this Agreement; 4) the activities occur after the District passes a resolution approving an award for the Projects; 5) such activities and expenses otherwise comply with all other terms of this Agreement; 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 for each project 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 Budgets 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 of no more than 25% of the Award amount 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 Scopes of Work of this Agreement, and identified as such in the Request for Payment. Documentation of payments made from the advance payment 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 for each Project 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 Closeout Report form, or online equivalent to this form upon the County's implementation of an online reporting database. Each final report shall include a summary of each 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.

Project Name:  
Project No. 1: Kent-Des Moines Road/16th Avenue S. Pipe Replacement  
Project No. 2: Des Moines Creek Estuary Restoration

Award Number:  
4.22.03  
4.22.37

- 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 claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.
- 2.13. The Recipient agrees to acknowledge the District as a source of funding for the Projects 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.
- 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. 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

Project Name:  
Project No. 1: Kent-Des Moines Road/16th Avenue S. Pipe Replacement  
Project No. 2: Des Moines Creek Estuary Restoration

Award Number:  
4.22.03  
4.22.37

on behalf of such party and that such party is bound by the signature of such representative.

- 3.5. The Projects shall be completed by no later than **December 31, 2025**. In the event that the Projects are not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.
- 3.6. This Agreement may be signed in multiple counterparts.
- 3.7. 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.
- 3.8. 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, King County's obligations are contingent upon the appropriation of sufficient funds by the Board of Supervisors of the District 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.

**KING COUNTY:**

**RECIPIENT:**

By \_\_\_\_\_

By \_\_\_\_\_

Name \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Project Name:  
 Project No. 1: Kent-Des Moines Road/16th Avenue S. Pipe Replacement  
 Project No. 2: Des Moines Creek Estuary Restoration

Award Number:  
 4.22.03  
 4.22.37

**EXHIBIT A: PROJECT DESCRIPTION**

PROJECT NAME	RECIPIENT	DESCRIPTION	LEVERAGE	AWARD
Kent-Des Moines Road/16th Avenue S. Pipe Replacement	City of Des Moines	Replace the undersized and aging storm system at the intersection of Kent-Des Moines Road and 16 <sup>th</sup> Avenue South. The current stormwater system collects runoff from 16 <sup>th</sup> Avenue South, conveys the water under Kent Des Moines Road, through a public easement on private property, before ending at an outfall to Massey Creek. The project goal is to alleviate seasonal flooding concerns at the Kent Des Moines Road/16 <sup>th</sup> Avenue South intersection and nearby properties.	\$143,000	\$200,000
Des Moines Creek Estuary Restoration		Conduct a site assessment to provide 10% preliminary engineering design, initial cultural resource support, public outreach support, and permit identification for improvements to the shoreline, estuary habitat and public access near the mouth of and adjacent to Des Moines Creek. The project will identify potential improvements to address flooding impacts to Des Moines Beach Park while bolstering both shoreline and estuary habitat. The project will also evaluate public access and connectivity impacts to the estuary from the Des Moines Marina to the Des Moines Beach Park.	\$0	\$250,000
<b>TOTALS</b>			<b>\$143,000</b>	<b>\$450,000</b>

**EXHIBIT B-1: Scope of Work for Kent-Des Moines Road/16th Avenue S. Pipe Replacement**

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD	MONTH/YEAR TASK WILL BE COMPLETED
<b>Task 1: Project Administration (Required task)</b>	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	1%	September 2024
<b>Task 2: Construction of Improvements</b>	The City of Des Moines will bring this project forward for public bid with the aim of construction occurring in the fish window of 2023. Deliverables will include an as-built construction report with photos.	99%	December 2024

Project Name:  
 Project No. 1: Kent-Des Moines Road/16th Avenue S. Pipe Replacement  
 Project No. 2: Des Moines Creek Estuary Restoration

Award Number:  
 4.22.03  
 4.22.37

**EXHIBIT B-2: Scope of Work for Des Moines Creek Estuary Restoration**

TASKS	ACTIVITIES AND DELIVERABLES	APPROX. PERCENT OF AWARD	MONTH/YEAR TASK WILL BE COMPLETED
<b>Task 1: Project Administration (Required task)</b>	Submit reimbursement request forms, backup documentation for billing, and progress reports at least every 6 months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.	10%	September 2025
<b>Task 2: Site Assessment and 30% Design &amp; Permitting</b>	City staff will retain the services of a consultant to develop environmental reports, coastal reports, and a biological assessment in support of the permitting process. This consultant will also provide cultural resources and public outreach support. This consultant will also complete a preliminary (10%) engineering design for the project. Deliverables will include any reports generated, preliminary permitting recommendations, initial cultural resource recommendations and tribal consultation, public outreach event data, and 10% design plans.	90%	September 2025

**EXHIBIT C: BUDGET**

Budget Item	Grant Award Amount		
	Kent-Des Moines Road/16th Avenue S. Pipe Replacement	Des Moines Creek Estuary Restoration	Totals
Staffing	\$2,000	\$25,000	\$27,000
Commercial Services & Crew Time	\$198,000	\$225,000	\$423,000
<b>Total</b>	<b>\$200,000</b>	<b>\$250,000</b>	<b>\$450,000</b>

THIS PAGE LEFT INTENTIONALLY BLANK

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Draft Ordinance No: 23-021: Public Hearing on continuing moratorium for new development in the business park area and adopting findings of fact

FOR AGENDA OF: April 13, 2023

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: November 14, 2022

ATTACHMENTS:

- 1. Draft Ordinance No. 23-021

CLEARANCES:

- City Clerk *JK*
- Community Development *Diana E. Lathrop*
- Courts \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance \_\_\_\_\_
- Human Resources \_\_\_\_\_
- Legal *TG*
- Marina \_\_\_\_\_
- Police \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works \_\_\_\_\_

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

**Purpose and Recommendation**

The purpose of this agenda item is for the City Council to hold a public hearing to consider Draft Ordinance No. 23-021 relating to the extension of the moratorium established under Ordinances 1761 and 1767 to October 26, 2023, pursuant to RCW 35.63.200. The moratorium prohibits the submission or acceptance of development applications for new development within an area comprised of 73 acres located south of South 216<sup>th</sup> Street as identified on Exhibit A of Ordinance 1761. Draft Ordinance No. 23-021 (Attachment 1) adopts findings of fact to support the continuation of the moratorium in compliance with state law.

**Suggested Motion**

**Motion 1:** "I move to suspend Council Rule 26(a) in order to enact Draft Ordinance No. 23-021 on first reading."



Motion 2: “I move to enact Draft Ordinance No. 23-021 adopting findings of fact to support the extension of the moratorium to October 26, 2023.”

**Background**

On October 27, 2022, Des Moines City Council enacted a six-month moratorium prohibiting the submission or acceptance of development applications for new development within an area comprised of 73 acres located south of South 216<sup>th</sup> Street as identified on Exhibit A of the adopted ordinance.

A moratorium is a temporary limitation on development. It is one of the principal tools local governments use for implementing planning and Growth Management Act (GMA) objectives. It provides a community time to conduct and review studies necessary for adopting or revising a land use plan and related regulations and allows for a “planning pause” period during which land development activity is frozen or limited until permanent regulations implementing the plan can be adopted.

The purpose of the moratorium is to allow the City time to study the area and develop new policies, strategies or zoning to shape future development trends, facilitate the highest and best use, and create family wage jobs. Key considerations influencing this work include the GMA periodic review and update, Puget Sound Regional Council’s VISION 2050, Countywide Planning Policies, and Des Moines’ 2044 growth targets (3,800 housing units and 2,380 jobs). The next periodic review and update of Des Moines’ Comprehensive Plan is underway and must be completed by December 2024.

Washington State grants Cities the authority to adopt a moratorium under RCW 36.70A.390 and requires:

- A public hearing shall be held within at least 60-days of adoption the moratorium ordinance and findings of fact justifying the City Council’s action.
- A moratorium or interim zoning control may be renewed for one or more six month periods if a subsequent public hearing is held and findings of fact are made prior to each renewal.

On December 8, 2022 the City Council held a public hearing to receive comments on the moratorium and adopt findings of fact to support the continuation of the moratorium to April 27, 2023, as stated in Ordinance 1767. At that time, staff informed the City Council of the likelihood of extending the moratorium another six months.

**Discussion**

Extending the moratorium to October 26, 2023 will allow the City’s consultant team and City staff time to complete studies, consider land use and economic trends along with the Comprehensive Plan vision and goals, and determine if any land use, zoning or regulatory changes are warranted for the Moratorium Study Area. Once the initial studies are complete staff will identify potential actions for consideration by the public and City Council, along with next steps and final action. These discussions are expected to take place in summer 2023.

**Alternatives**

1. Approve the Draft Ordinance with Amendments based on comments received at the Public Hearing.
2. Decline to pass the Draft Ordinance, and direct staff to prepare necessary documents to terminate the moratorium.

**Financial Impact**

During the moratorium the City will not receive any fees from applicable building and/or land use applications for this area. New land use and zoning regulations may increase the value of the properties in this area, having long-term financial benefits.

**Recommendation**

Administration recommends that the City Council continue the 6-month moratorium.

**Council Committee Review**

N/A

THIS PAGE LEFT INTENTIONALLY BLANK

Draft Ordinance No. 23-021  
Page 1 of 3

**CITY ATTORNEY'S FIRST DRAFT 04/06/2023**

**DRAFT ORDINANCE NO. 23-021**

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON** relating to land use and zoning, adopting findings of fact to support the extension of the moratorium instituted through Ordinances 1761 and 1767.

**WHEREAS**, on October 27, 2022, the Des Moines City Council instituted an emergency six-month moratorium prohibiting the submission or acceptance of development applications for new development within an area comprised of 73 acres, located in the business park area south of South 216<sup>th</sup> Street, that includes properties zoned Business Park (B-P), Residential Multifamily 2,400 (RM-2,400), Residential Single Family 8,400 (RS-8,400), and Suburban Estates (R-SE) to enable the City to study the highest and best use for this area in consideration of Des Moines' 2044 growth targets, Countywide Planning Policies, VISION 2050, and the periodic review and update to the Des Moines comprehensive plan and development regulations, and

**WHEREAS**, the City Council also set a date for a public hearing on the moratorium, established six months as the tentative effective period until the Council public hearing on the continued maintenance of the moratorium, and declared an emergency necessitating immediate adoption of a moratorium, and

**WHEREAS**, on December 8, 2022, the Des Moines City Council held a public hearing within sixty days of the passage of Ordinance 1761 and all persons wishing to be heard were heard, and

**WHEREAS**, the City Council enacted Ordinance 1767, stating findings of facts and conclusions in support of the continued maintenance of the moratorium for a period of six months until April 27, 2023, unless it is extended by the City Council in accordance with state law, and

04/06/2023  
Draft Ordinance No. 23-021

Draft Ordinance No. 23-021  
Page 2 of 3

**WHEREAS**, Section 36.70A.390 and Section 35A.63.220 of the Revised Code of Washington authorizes the City Council to renew a moratorium for a period of six months, as long as the City holds a public hearing and adopts findings and conclusions prior to each renewal; now, therefore,

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

**Sec. 1. Findings and Conclusions.** The Council adopts all of the "whereas" sections, Definitions and Findings instituted through Ordinance 1761 and Ordinance 1767 (Exhibits 1 and 2) and all of the "whereas" sections in this Ordinance to support the extension of the Moratorium, as well as the following:

(1) The moratorium study is being completed as part of the periodic review of the Des Moines Comprehensive Plan, and is funded by the GMA Update Grant from the Washington State Department of Commerce.

(2) On December 8, 2022, the City Council authorized the City Manager to sign the GMA Update Grant Agreement (Contract No. 23-63210-010) between the City of Des Moines and the Washington State Department of Commerce (Commerce).

(3) The signed contract was transmitted to Commerce on December 15, 2022 and the final approved contract was received by the City on February 1, 2023 which delayed the start of the comprehensive plan update work and associated studies for the moratorium area.

(4) Extending the moratorium six months will enable the City's consultant team and City staff to complete the necessary studies for the Moratorium Area.

(5) Notice of the public hearing to consider Draft Ordinance 23-021 was provided on March 30, 2023 pursuant to the DMMC.

04/06/2023  
Draft Ordinance No. 23-021

Draft Ordinance No. 23-021  
Page 3 of 3

(6) Draft Ordinance 23-021 extends the moratorium six months and is in effect until October 26, 2023 unless it is extended by the City Council in accordance with state law.

**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 \_\_\_\_\_ and signed in authentication thereof this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

APPROVED AS TO FORM:

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

ATTEST:

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

Published: \_\_\_\_\_

04/06/2023

Draft Ordinance No. 23-021

**ORDINANCE NO. 1761**

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON** relating to land use and zoning, adopting an emergency six-month moratorium prohibiting the submission or acceptance of development applications for new development within an area comprised of 73 acres, located in the business park area south of South 216<sup>th</sup> Street, that includes properties zoned Business Park (B-P), Residential Multifamily 2,400 (RM-2,400), Residential Single Family 8,400 (RS-8,400), and Suburban Estates (R-SE) to enable the City to study the highest and best use for this area in consideration of Des Moines' 2044 growth targets, Countywide Planning Policies, VISION 2050, and the periodic review and update to the Des Moines comprehensive plan and development regulations, and setting a date for a public hearing on the moratorium, establishing six months as the tentative effective period until the Council public hearing on the continued maintenance of the moratorium, and declaring an emergency necessitating immediate adoption of a moratorium.

**WHEREAS**, Section 36.70A.390 of the Revised Code of Washington authorizes the City Council to adopt a moratorium for a period of six months, as long as the City holds a public hearing within sixty days, and adopts findings and conclusions to support such moratorium, and

**WHEREAS**, the City of Des Moines is required by RCW 36.70A.130(5)(a) to review and, if needed, revise its comprehensive plan and development regulations by December 30, 2024, to ensure they comply with the Growth Management Act (GMA), and

**WHEREAS**, moratoria are one of the principal tools in the "toolbox" of local governments for implementing planning and GMA objectives that provide a community with the time to conduct and review studies necessary for adopting or revising a land use plan and related regulations to achieve growth management policies, and allow for a "planning pause" period during which land development activity is frozen or limited until permanent regulations implementing the plan can be adopted, and

**WHEREAS**, the Puget Sound Regional Council (PSRC) adopted VISION 2050 and a revised Regional Growth Strategy that focuses growth on a network of designated Regional Growth Centers and high capacity transit station areas, and

**WHEREAS**, VISION 2050 designates Des Moines as a "high capacity transit community", and

**WHEREAS**, high capacity transit such as light rail is expected to shift market demand, resulting in future development that does not resemble prior development patterns, and

**WHEREAS**, the North Central area of Des Moines is located within one mile of Sound Transit's Angle Lake station, and

**WHEREAS**, the 2021 King County Urban Growth Capacity Report, commonly referred to as "Buildable Lands," provides a periodic assessment of development capacity for future housing and employment, examines how jurisdictions are achieving 2035 growth targets and density goals with consideration for market and infrastructure constraints, and establishes new growth targets by jurisdiction for the 2019-2044 planning period, and

**WHEREAS**, since 2006, Des Moines has grown at 29 percent of the pace needed to achieve its 2035 housing growth target of 3,480 units and 36 percent of the pace needed to achieve its jobs growth target of 5,800 jobs, and

**WHEREAS**, Des Moines has been allocated new growth targets of 3,800 housing units and 2,380 jobs for the 2019-2044 planning period, and will need to plan for the remaining growth targets, largely through updated policies and increases in development capacity, such as rezones and changes to development standards, as part of its GMA periodic review and update that is underway, and

**WHEREAS**, approximately 14 percent of the City's total land supply is zoned for mixed use, commercial and institutional uses that support job growth, of which about 25 percent within the North Central part of the City, and

**WHEREAS**, a primary goal of the North Central Neighborhood Element of the Des Moines 2035 Comprehensive Plan is to catalyze economic opportunity and investment by strengthening and supporting business growth and vitality and the creation of family wage jobs, and



Ordinance No. 1761  
Page 3 of 6

**WHEREAS**, the Comprehensive Plan envisions a mix of uses including offices, research and development, wholesale trade, light manufacturing, and other related uses within the B-P Zone, and

**WHEREAS**, the City has invested over \$30 million in transportation and infrastructure improvements along 24<sup>th</sup> Avenue South and South 216<sup>th</sup> Street to facilitate freight mobility and the creation of 3,000 to 5,000 family wage jobs in the North Central Planning Area, and

**WHEREAS**, recent development of the Des Moines Creek Business Park and adjacent commercial properties along 24<sup>th</sup> Avenue South to the east have been predominantly distribution, warehouse and logistics, and light industrial uses, and

**WHEREAS**, the City desires a more balanced mix of commercial and business uses and job opportunities, and

**WHEREAS**, without a moratorium the City could, in the near future, receive applications for new development that could conflict with the achievement of the long-range vision and job growth for this area, and

**WHEREAS**, adopting and implementing new policies, strategies or zoning will help shape future development trends to facilitate the highest and best use of the City's limited commercial land supply and the creation of new family wage jobs, and

**WHEREAS**, as required by RCW 35A.63.220, the Des Moines City Council will hold a public hearing within sixty days of the passage of this Ordinance; now therefore,

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

**Sec. 1. Definitions.** The following definitions apply to the terms used in this Ordinance:

(1) "Moratorium Study Area" means the 73-acre area located south of South 216<sup>th</sup> Street, that includes properties zoned Business Park (B-P), Residential Multifamily 2,400 (RM-2,400),

Ordinance No. 1761  
Page 4 of 6

Residential Single Family 8,400 (RS-8,400), and Suburban Estates (R-SE) as shown on Exhibit A.

(2) "Development Permit Applications" means applications for design review, building permits, conditional use permits, master plans, subdivisions (short plat, preliminary plat), variances, and other permit applications related to new development.

(3) "Exempt Permit Applications" means the moratorium imposed under Section 3 of this Ordinance shall not apply to the following permit applications: (1) Vested Applications, (2) applications for tenant improvements of existing non-residential buildings, (3) applications for home occupations, (4) applications for sign permits, and (5) applications for permits or approvals that are required for upkeep, repair or maintenance of existing buildings and properties or work mandated by the City to maintain public health and safety.

**Sec. 2. Findings.** The Council adopts all of the "whereas" sections of this Ordinance as findings to support this Moratorium Ordinance, as well as the following:

(1) The purpose of this Moratorium Ordinance is to maintain the status quo while the City considers if the existing underlying zoning districts and land development codes are appropriate for these properties.

(2) The City will perform the necessary economic, land use, concurrency and environmental analysis associated with the vision and goals that should be integrated in any new land use and zoning regulations for the Moratorium Study Area.

**Sec. 3. Moratorium Imposed.** The City Council hereby imposes an immediate six-month moratorium on the acceptance of all non-exempt development permit applications for development activities on property located within the Moratorium Study Area, as shown in the map attached hereto as Exhibit A. All such non-exempt applications shall be rejected and returned to the applicant. With regard to the City's acceptance of any exempt development application, such acceptance shall only allow

processing to proceed, but shall not constitute an assurance that the application will be approved.

**Sec. 4. Duration of Moratorium.** The moratorium imposed by this Ordinance shall commence on the date of the adoption of this Ordinance. As long as the City holds a public hearing on the moratorium and adopts findings and conclusions in support of the moratorium (as contemplated by Section 2 herein), the moratorium shall not terminate until six (6) months after the date of adoption, or at the time all of the tasks described herein have been accomplished, whichever is sooner. The Council shall make the decision to extend the moratorium by six (6) months or to terminate the moratorium by ordinance, and termination shall not otherwise be presumed to have occurred.

**Sec. 5. Public Hearing on Moratorium.** Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council shall hold a public hearing on this moratorium within sixty (60) days of its adoption, and hereby sets a hearing date of December 8, 2022. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of this moratorium and either justify its continued imposition or cancel the moratorium.

**Sec. 6. 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. 7. Declaration of Emergency.** The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.12.130). Without an immediate moratorium on the City's acceptance of non-exempt development applications for property, such applications could become vested, leading to development that could be incompatible

Ordinance No. 1761  
Page 6 of 6

with the codes eventually adopted by the City. Therefore, the moratorium must be imposed as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of development applications to the City in an attempt to vest rights for an indefinite period of time. This Ordinance does not affect any existing vested rights, nor will it prohibit all development in the City, because those property owners with exempt applications/permits, those with previously obtained approvals for development or redevelopment of the type identified as "exempt" may proceed with processing and development, as the case may be.

**Sec. 8. Effective date.** This Ordinance shall take effect and be in full force and effect immediately upon passage, as set forth in Section 7, as long as it is approved by a majority plus one of the entire membership of the Council, as required by RCW 35A.13.190.

**PASSED BY** the City Council of the City of Des Moines this 27th day of October and signed in authentication thereof this 27th day of October, 2022.

  
MAYOR

APPROVED AS TO FORM:

  
City Attorney

ATTEST:

  
City Clerk

Published: November 1, 2022



**Exhibit A**  
**Moratorium Study Area**



**ORDINANCE NO. 1767**

**AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON** relating to land use and zoning, adopting findings of fact to support the moratorium instituted through Ordinance 1761.

**WHEREAS**, on October 27, 2022, the Des Moines City Council instituted an emergency six-month moratorium prohibiting the submission or acceptance of development applications for new development within an area comprised of 73 acres, located in the business park area south of South 216th Street, that includes properties zoned Business Park (B-P), Residential Multifamily 2,400 (RM-2,400), Residential Single Family 8,400 (RS-8,400), and Suburban Estates (R-SE) to enable the City to study the highest and best use for this area in consideration of Des Moines' 2044 growth targets, Countywide Planning Policies, VISION 2050, and the periodic review and update to the Des Moines comprehensive plan and development regulations, and

**WHEREAS**, the City Council also set a date for a public hearing on the moratorium, established six months as the tentative effective period until the Council public hearing on the continued maintenance of the moratorium, and declared an emergency necessitating immediate adoption of a moratorium, and

**WHEREAS**, Section 36.70A.390 and Section 35A.63.220 of the Revised Code of Washington authorizes the City Council to adopt a moratorium for a period of six months, as long as the City holds a public hearing within sixty days, and adopts findings and conclusions to support such moratorium, and

**WHEREAS**, immediately after the public hearing, the City Council shall adopt findings of fact on the subject of the moratorium, and

**WHEREAS**, notice of the public hearing was provided on November 21, 2022 pursuant to the DMMC, and

**WHEREAS**, the Des Moines City Council held a public hearing within sixty days of the passage of Ordinance 1761 on December 8, 2022, and all persons wishing to be heard were heard, and

**WHEREAS**, the City Council desires to enter findings of facts and conclusions in support of the continued maintenance of the moratorium for a period of six months after the adoption of the moratorium; now, therefore,



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

**Sec. 1. Findings and Conclusions.** The Council adopts all of the "whereas" sections, Definitions and Findings instituted through Ordinance 1761 (Exhibit 1) and all of the "whereas" sections in this Ordinance to support the Moratorium, as well as the following:

(1) The purpose of the Moratorium Ordinance is to maintain the status quo while the City considers if the existing underlying zoning districts and land development codes are appropriate for these properties.

(2) The City will perform the necessary economic, land use, concurrency and environmental analysis associated with the vision and goals that should be integrated in any new land use and zoning regulations for the Moratorium Study Area.

(3) The six-month moratorium imposed by Ordinance 1761 became effective on October 27, 2022 and is in effect until April 27, 2023 unless it is extended by the City Council in accordance with state law.

**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.

//  
//  
//  
//  
//  
//  
//

Ordinance No. 1767  
Page 3 of 3

**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 8th day of December and signed in authentication thereof this 8th day of December, 2022.

  
M A Y O R

APPROVED AS TO FORM:

/s/ Tim George  
City Attorney

ATTEST:

Janie Keane  
City Clerk

Published: December 13, 2022



THIS PAGE LEFT INTENTIONALLY BLANK

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Marina Dock Replacement and  
Marina Redevelopment Reimbursement

FOR AGENDA OF: April 13, 2023

DEPT. OF ORIGIN: Finance

ATTACHMENTS:

- 1. Draft Ordinance No. 23-022

DATE SUBMITTED: April 5, 2023

CLEARANCES:

- City Clerk \_\_\_\_\_
- Community Development \_\_\_\_\_
- Courts \_\_\_\_\_
- Emergency Management \_\_\_\_\_
- Finance *MR*
- Human Resources \_\_\_\_\_
- Legal TG
- Marina \_\_\_\_\_
- Police \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Public Works \_\_\_\_\_

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

**Purpose and Recommendation**

The purpose of this Agenda Item is for the adoption of a resolution declaring the City’s intent to reimburse itself for expenditures incurred in the Marina Dock Replacement and Marina Redevelopment projects from proceeds of tax-exempt financing to be undertaken by the City. Staff will also provide a discussion of ongoing work related to bonding for the Marina Dock Replacement and Marina Redevelopment projects.

**Suggested Motion**

MOTION: “I move to adopt Draft Resolution No. 23-022, declaring the City’s intent to reimburse itself for expenditures incurred with respect to the Marina Dock Replacement and Marina Redevelopment Project”

## **Background**

The Des Moines Marina is owned and operated by the City of Des Moines. The Marina was originally constructed in 1970, and much of the Marina infrastructure is now over 50-years-old. Due to the age of the infrastructure and its location in the corrosive saltwater environment, strategic replacement of the docks is required to avoid dock failure. The selection of docks L, M, and N for replacement is strategic as the seawall and utilities related to these docks have been already built.

The Marina Redevelopment projects represent an effort to enhance the value of the City's Downtown and Marina for the residents and region alike. As the Marina has aged, redevelopment plans have been discussed by the City dating back to the 1980s. Marina redevelopment and pedestrian access between Downtown and the Marina have been an integral part of the City's discussions and planning. Starting in 2016, City Administration – with ongoing City Council review and approval - has actively pursued many possibilities to follow through on these long held plans. As with literally all City activities, COVID interrupted our efforts. Getting back on track, the City Council provided further direction on February 2, 2023 to City Administration that Capital Improvement Projects be brought forward, and this item represents one of the next essential steps as we will bring forward to Council information on the potential to issue bonds to finance future redevelopment.

## **Discussion**

It is anticipated that the replacement of Marina Docks L, M, and N will cost approximately \$11.5 million. The timing of the project is critical as in-water construction is required to occur during certain timing windows to reduce the impacts to fish life at sensitive life stages. The cost of the Marina Steps and Plaza, Redondo Fishing Pier and Restroom, and an integrated parking system at the Marina and the Redondo Beach Park would cost approximately \$13.6 million.

It is currently the intent of the City (subject to City Council review and approval) to finance the Projects through the issuance of tax-exempt bonds in the amount \$25.1 million. It is anticipated that the City will incur costs with respect to the Projects prior to the issuance of the bonds and/or the receipt of the bond proceeds. In order to be reimbursed for those expenses, the City Council must pass this Draft Resolution declaring the City's intent to seek reimbursement.

## **Alternatives**

Council could choose not to pass the Draft Resolution, in which case expenditures incurred before the bond issuance for the Marina Dock Replacement and Marina Redevelopment projects would not be eligible to be applied against the proceeds of tax-exempt financing to be undertaken by the City.

## **Financial Impact**

Passing the draft resolution provides the City flexibility on how to cover expenditures on the Marina Dock Replacement and Marina Redevelopment projects, and ensures, if necessary, project development costs could be covered by bond proceeds.

This Draft Resolution does not authorize the City to obtain bonds. An ordinance will be presented to the City Council at a later date that would authorize the financing of the projects.

**Recommendation**

Staff recommends approval of this Draft

Resolution.

THIS PAGE LEFT INTENTIONALLY BLANK

**CITY ATTORNEY'S FIRST DRAFT 04/06/2023**

**DRAFT RESOLUTION NO. 23-022**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON**, declaring the City's official intent to reimburse capital expenditures in connection with certain capital projects from proceeds of a future borrowing.

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

**Sec. 1. Findings.**

(1) The City of Des Moines, Washington (the "City") intends to make expenditures for the Projects (identified below) from funds that are available but that are not (and are not reasonably expected to be) reserved, allocated on a long-term basis, or otherwise set aside for those expenditures, and reasonably expects to be reimbursed for those expenditures from proceeds of bonds or other obligations ("bonds") issued to finance those expenditures.

(2) Certain federal regulations (the "federal reimbursement regulations") relating to the use of proceeds of tax exempt bonds to reimburse the issuer of the bonds for expenditures made before the issue date of the bonds require, among other things, that not later than 60 days after payment of the original expenditure the City (or any person designated by the City to do so on its behalf) declare a reasonable official intent to reimburse those expenditures from proceeds of bonds.

**Sec 2. Description of Projects for Which Expenditures are to be Made.** The City intends to make (and/or, not more than 60 days before the date of this declaration, has made) expenditures, and reasonably expects to reimburse itself for those expenditures from proceeds of bonds, to fund the following projects: (collectively, the "Projects"):

(1) Project #1: Dock Replacement - This project consists of repairs and replacement of all or a portion of L, M, and N docks at the Des Moines Marina, owned and operated by the City. The maximum principal amount of limited tax general obligation bonds is expected to be not more than \$11.5 million, and debt service is expected to be covered by revenues of the City's Marina Enterprise Fund.

(2) Project #2: Marina Steps - This project will construct a public walkway and stair access to provide connectivity and pedestrian access between the Des Moines Marina and Des Moines' downtown. The maximum principal amount of limited tax general obligation bonds is expected to be not more than \$9.0 million, and debt service is expected to be covered by a combination of general fund resources and revenues of the City's Marina Enterprise Fund.

(3) Project #3: Marina Plaza - This project will construct a public plaza at the foot of the Marina Steps, to connect the Des Moines Marina to the Marina Steps, and may include such amenities as a children's water feature, public gathering place, as well as facilities for concerts and community events. The maximum principal amount of limited tax general obligation bonds is expected to be not more than \$1.0 million, and debt service may be covered by a combination of City general fund resources and revenues of the City's Marina Enterprise Fund.

(4) Project #4: Redondo Fishing Pier and Restroom: This project will repair or replace the public fishing pier, public recreational facilities, and public restroom at Redondo Beach to enhance the public amenities and increase public access to the City beachfront park. The maximum principal amount of limited tax general obligation bonds is expected to be not more than \$3.0 million, and debt service may be covered by a combination of City general fund resources and revenues of the City's Marina Enterprise Fund.

(5) Project #5: Marina and Redondo Parking System: This project will purchase and install an integrated parking control system to manage public parking at the Des Moines Marina and Redondo Beach park to generate additional parking revenue and provide enhanced law enforcement control over parking access at both public facilities. The maximum principal amount of limited tax general obligation bonds is expected to be not more than \$0.6 million, and debt service is expected to be covered by revenues of the City's Marina Enterprise Fund.

**Sec 3. Maximum Principal Amount and Authorization of Obligations Expected to be Issued for the Projects.** The City expects that the maximum principal amount of bonds that will be issued to finance each Project is expected to be not more than the respective amounts listed in each Project description in Section

2, and such principal amount is authorized to be issued pursuant to a bond ordinance to be presented to the City Council on a date deemed appropriate by the Finance Director, in consultation with the Finance Committee. This resolution authorizes the preparation of all necessary bond documents and constitutes due authorization of the bonds to the extent necessary to authorize expenditures of available funds of the City in anticipation of the receipt of bond proceeds.

**Sec 4. Declaration Reasonable.** The City Council has reviewed its existing and reasonably foreseeable budgetary and financial circumstances and has determined that the City reasonably expects to reimburse itself for expenditures for the Projects from proceeds of bonds because the City has no funds available that already are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the City for those expenditures on the Projects.

**Sec 5. Limitations on Uses of Reimbursement Amounts.** The City will not, within one year after the expected reimbursement, use amounts corresponding to proceeds received from bonds issued in the future to reimburse the City for previously paid expenditures for the Projects in any manner that results in those amounts being treated as replacement proceeds of any tax exempt bonds, i.e., as a result of being deposited in a reserve fund, pledged fund, sinking fund or similar fund (other than a bona fide debt service fund) that is expected to be used to pay principal of or interest on tax exempt bonds. Nor will the City use those amounts in any manner that employs an abusive arbitrage device to avoid arbitrage restrictions.

**Sec 6. Date of Declaration.** This declaration of official intent shall be dated as of the date of adoption of this resolution.

**Sec 7. Ratification and Confirmation.** Any actions of the City or its officers prior to the date thereof and consistent with the terms of this resolution are ratified and confirmed.

**Sec 8. Effective Date.** This resolution shall be in full force and effect from and after its adoption and approval.



Resolution No. \_\_\_\_  
Page 4 of 3

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

APPROVED AS TO FORM:

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

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

ATTEST:

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

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT:  
Marina Steps Project – Design and Permitting

FOR AGENDA OF: April 13<sup>th</sup>, 2023

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:  
1. 2022-2023 On-Call General Civil Engineering Services, KPFF, Inc. Task Assignment #07

DATE SUBMITTED: April 5<sup>th</sup>, 2023

- CLEARANCES:
- [ ] City Clerk \_\_\_\_\_
  - [ ] Community Development \_\_\_\_\_
  - [ ] Courts \_\_\_\_\_
  - [ ] Emergency Management \_\_\_\_\_
  - [X] Finance *HL* \_\_\_\_\_
  - [ ] Human Resources \_\_\_\_\_
  - [X] Legal *TG* \_\_\_\_\_
  - [X] Marina *SW* \_\_\_\_\_
  - [ ] Police \_\_\_\_\_
  - [ ] Parks, Recreation & Senior Services \_\_\_\_\_
  - [X] Public Works *Michael Jones* \_\_\_\_\_

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

**Purpose and Recommendation**

The purpose of this agenda item is to seek City Council approval of the 2022-2023 On-Call General Civil Engineering Task Assignment #07 with KPFF, Inc. that will provide design and environmental permitting services for the Marina Steps project (Attachment 1).

The following motion(s) will appear on the Consent Calendar:

**Suggested Motion(s)**

**Motion 1:** “I move to approve the 2022-2023 On-Call General Civil Engineering Task Assignment #07 with KPFF, Inc. that will provide design and permitting services for the Marina Steps Project in the amount of \$785,827.58 and authorize the City Manager to sign said Formal Task Assignment substantially in the form as submitted.”

### **Background**

Over many decades, there have been many efforts to enhance the value of the City's Downtown and Marina for the residents and region alike. As early as the 1920's, landside and waterside activity and developments have occurred and changed. In the mid-1980's the City conducted a Revitalization planning project that identified the importance of Marine View Drive, 7<sup>th</sup> Ave S, and alleyway in-between. One of the most significant elements of this plan highlighted the missing 'Pedestrian Connection' to the waterfront from Downtown to the Marina. Further planning investment included the Marina District Enhancement Master Plan in 2008 prepared by the University of Washington. Again, Marina redevelopment and pedestrian access between Downtown and the Marina were consistently highlighted. Subsequently after these studies, the Council appointed a joint committee to review Marina and Beach Park Development consistent with the planning work completed. Significant public outreach was conducted and the outcomes have helped shape the current Des Moines Comprehensive Plan, Marina Master Plan, 2010 Parks Recreation & Senior Services Master Plan, Comprehensive Transportation Plan, and Marina District Design Guidelines. Since, starting in 2016, City administration has been actively pursuing many possibilities to make all of these efforts reality knowing that there will eventually be both significant private and public investment made. Finally, the City Council provided further direction on February 2<sup>nd</sup>, 2023 to City Administration that Capital Improvement Projects be brought forward.

The City of Des Moines 2023-2028 Capital Improvement Plan (CIP), Marina Redevelopment Project (MCCIP0022) focuses on the Marina Steps, plaza, and the possibility of future private investment for a variety of uses. The design approach seeks to increase connectivity between Downtown and the waterfront through sustainable design and improvements to create a welcoming and lively environment that will spur economic growth and development in the community and region. The Marina Steps Project as part of the holistic Marina Redevelopment Project targets non-motorized users, connectivity between Downtown and the Marina, as well as the analysis of strategic storm water quality improvements.

### **Discussion**

In order to complete the design and permitting for the Marina Steps and move this project to construction, consultant support will be needed. City staff utilized the 2022-2023 On-Call Engineering Services roster for consultant review and KPFF, Inc. was selected. Specific highlighted elements of work included within the Task Assignment include:

- Alternatives Analysis for the Marina Steps and Plaza that will review the baseline concept prepared by SkyLabs and documented in the Council presentation on January 26<sup>th</sup>, 2023, as well as look at (2) additional concepts to ensure that the project is feasible within the site, funding and Marina Redevelopment vision.
- Public Outreach that will allow the public to comment on the project dynamics developed by the project team. This is similar to the approach utilized for the Redondo Boardwalk, Redondo Fishing Pier and Restroom, and most recently the North Marina Bulkhead and Restroom Replacement. Once public outreach is concluded, findings and recommendations will be presented to Council to provide direction to continue design and permitting incorporating as much of the public preferences as possible.
- Plans, Specifications, and Estimates for public works contract bidding. This will include civil engineering, structural engineering, geotechnical engineering, landscape architecture, and urban design.

- Applicable state and local environmental permitting support. It is expected that federal permitting will not be required.
- Coordination with the strategic Marina Redevelopment efforts, including collaboration with the associated architectural consultants currently retained by the City. This also includes work currently being performed by KPG-PSOMAS for the South 223<sup>rd</sup> St. Complete Street Improvement Project (TRCIP0026).

The City has also applied for a Washington State Legislative Direct Appropriation to support the construction phase of the Marina Steps which is anticipated to be successful.

**Alternatives**

*No On-Call Task Assignment Authorization*

The City Council could elect not to approve the 2022-2023 On-Call General Civil Engineering Services Formal Task Assignment with KPPF, Inc. The City would then need to review other on-call consultant qualifications or issue a Request for Proposal (RFP). This process would add significant time to the consultant selection process, place Marina Redevelopment priorities at risk, and potentially introduce risk if the City were awarded construction funds through the Washington State Capital Budget (Direct Appropriation).

**Financial Impact**

**Motion 1**

The City's 2023-2028 CIP Budget for the Marina Redevelopment Project (MCCIP0022) includes revenue to achieve full funding for this Formal Task Assignment.

**Recommendation**

Staff recommends approval of the proposed motion(s).

THIS PAGE LEFT INTENTIONALLY BLANK



### Formal Task Assignment Document

Task Number 07

The general provisions and clauses of Agreement 19-159 shall be in full force and effect for this Task Assignment.

Location of Project: Des Moines, WA

Project Title: Marina Steps Plans Specifications & Engineering Estimate (PS&E)

Maximum Amount Payable Per Task Assignment: Time and Materials Not-to-Exceed \$785,827.58

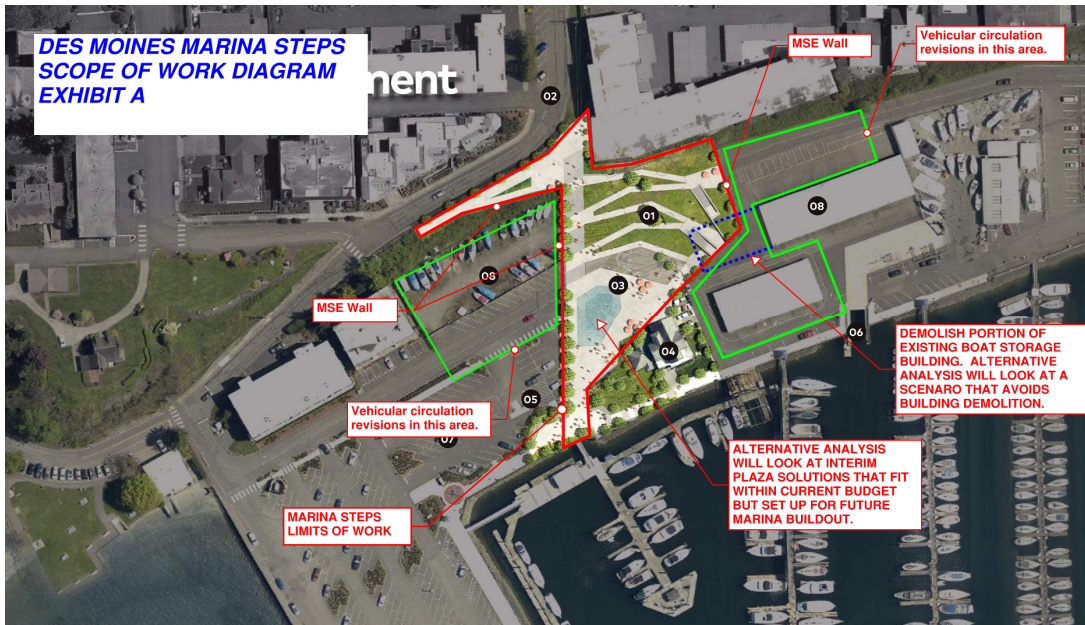
Completion Date: January 30, 2025

#### Project Description

Refer to Exhibit A – Scope of Work Diagram

Refer to Exhibit B – Scope of Work Narrative

Refer to Exhibit C – Budget Spreadsheet



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

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

Consultant Signature: *[Signature]* Date: April 5, 2023

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

## EXHIBIT B

### SCOPE OF SERVICES

---

#### Project Description

The City of Des Moines has engaged KPFF and its subconsultant team to develop full plans, specifications, and cost estimate (PS&E) to construct the Marina Steps Project identified in Exhibit A. The Marina Steps project is the first phase of a larger marina district master plan that includes improvements to South 223<sup>rd</sup> Street and other public and private improvements to the marina as documented in Skylab's final presentation to the City Council, dated January 26, 2023.

The project will provide an iconic pedestrian link from the top of the bluff at Overlook I Park on Cliff Avenue South down to the waterfront. The project will include stairs, wheelchair accessible ramps, structural earth (MSE) walls, cast-in-place walls, embankment fill within the 200-foot shoreline setback, utility relocations, storm drainage collection for the project boundaries, a transitional public plaza, as well as incorporating regional water quality for S. 223<sup>rd</sup> Street runoff in collaboration with the S. 223<sup>rd</sup> Street design team, KPG-PSOMAS. The project will also include railings, site lighting, landscaping, furniture as well as iconic design elements that tie the project to the waterfront. Traffic/parking lot and associated pedestrian access modifications will be designed as the City closes Dock Avenue to thru-access. This will include coordination with various stakeholders such as South King Fire and the Marina to accommodate access and emergency services.

This proposal is based on a construction budget of \$6,000,000 for the Marina Steps and \$1,000,000 for the transitional Public Plaza.

This project will require the following environmental permit reviews: SEPA, Critical Areas, Shoreline Substantial Development Permit, building permits, grading permits, stormwater management and engineering services. A cultural resources survey will need to be conducted at the outset of the project.

It is anticipated that this project will receive Washington State legislative direct capital appropriation funding and will be managed by the Washington Department of Commerce. No federal funds are expected to be utilized for any phase of this project.

The project bid form will be unit price with special provisions specification format for low bid procurement.

Our initial scope of work will be to prepare a brief alternatives analysis study to verify the current concept. Our scope includes design phases indicated below and bid support.

## EXHIBIT B

### Anticipated Schedule

Milestones	Duration	Anticipated Date
NTP	-	April 17, 2023
Alternatives Analysis	2 months	June 2023
30% Design	2 months	August 2023
60% PSE	2 months	October 2023
90% PSE	2 months	December 2023
100% PSE	1 month	January 2024
Bid Documents	2 weeks	February 2024
Bid Date	1 month	March 2024
Construction Notice to Proceed	1 month	April 2024
Construction Completion	9 months	January 2025

### Project Team

The project team and their relative disciplines include:

Discipline	Firm
Prime / Project Management	KPFF
Civil Engineering	KPFF
Structural Engineering	KPFF
Survey and Base Mapping	KPFF
Landscape Architecture and Urban Design	PLACE
Architectural Services – Master Plan Strategic Advisor	Skylab
Electrical and Lighting Design	Interface Engineering
Environmental Assessment and Permitting	ESA
Cultural Resources	ESA
Cost Estimating Services	DCW Cost Consulting
Geotechnical Services	Shannon & Wilson

### Assumptions

- The plans, specifications, and estimate (PS&E), along with reports will be prepared, to the extent feasible, in accordance with the (2023) version of the WSDOT Standard Specifications for Road, Bridge and Municipal Construction, the Current WSDOT Bridge Design Manual (when appropriate), WSDOT Highway Design Manual, AASHTO Specification, and all local standards.
- The plans will be prepared using AutoCAD software.
- All construction work will be within the existing Right-of-Way or City property. It is anticipated that no new Right-of-Way will be required. Work within the adjacent condominium property is not anticipated.



## EXHIBIT B

- The City will have jurisdiction over local permitting requirements.
- The City will be the lead agency under the State Environmental Policy Act (SEPA).
- It is assumed that SEPA review will result in a Mitigated Determination of Non-Significance and that an Environmental Impact Statement will not be required.
- It is assumed that federal US Army Corps NEPA Endangered Species Act (ESA) documentation and consultation and National Historic Preservation Act (NHPA) Section 106 consultation will not be required.
- This scope of work does not include sea-level rise assessment, tsunami analysis, or coastal engineering.

### Task 1: Project Management

The Consultant shall provide overall project administration and management for the duration of the project.

#### 1.1 Preparation of Invoices, and Progress Reports

A monthly invoice and progress report will be prepared and submitted to the City. The progress report will describe the work represented by the invoice being submitted and include percentage of completion and billings to date.

Each progress report shall include:

- A brief narrative describing work completed for the prior month for each Consultant task/subtask.
- Project completion percentage.
- Remaining budget.
- Risk assessment with potential alternatives for discussion.
- Earned-Value report.

#### 1.2 Coordination with City of Des Moines

KPFF will coordinate with the City to discuss project issues, schedule, progress, review comment resolution and general coordination of effort, as needed.

#### 1.3 Coordination with Stakeholders and Agencies

KPFF will perform general coordination and be the main point of contact for the project stakeholders such as, but not limited to, City planning and engineering staff, Washington State Department of Ecology, Washington State Department of Fish and Wildlife, Washington State DAHP, and tribal entities. We will also coordinate with the City's S. 223<sup>rd</sup> Street consultant, KPG-PSOMAS. We anticipate there will be up to eight (8) meetings for this effort.

## **EXHIBIT B**

### **1.4 Coordination with Sub-Consultants**

KPFF will perform general coordination and be the main point of contact for the multidiscipline team. KPFF will collect and disseminate information for the team.

KPFF will prepare and distribute weekly or biweekly Project Updates via email, to keep the design team updated on on-going and upcoming tasks, coordination needs, upcoming submittal deliverables, etc. The City will be copied (cc:) on the update emails.

### **1.5 Team Project Meetings**

The Consultant shall coordinate, schedule, and participate in weekly team progress meetings which will last approximately one (1) hour each to discuss work progress, data needs, and other logistical coordination.

- The Consultant's Project Manager shall coordinate with the City's Project Manager and subconsultants to prepare the meeting agenda and to identify who should participate.
- Record, prepare, and distribute the meeting notes, including a list of action items.

#### **Assumptions**

- Meetings will be virtual format.
- Up to 2 in-person meetings held at the City.

### **1.6 Estimated Project Schedule**

A simple project schedule will be created identifying submittal dates, City review periods, and critical path decisions for the design phase of the project. The schedule will also include the primary tasks, durations and critical path tasks through the duration of project. Updates will be submitted, as necessary, during each PS&E submittal.

#### **Assumptions**

- Schedule will be a simplified excel version and will not be created in a Project.

### **1.7 Project QA/QC**

KPFF will provide a project-wide QA/QC review for the project technical design and for preparation of the documents/deliverables submitted to the City. This review will include, but not be limited to, technical, constructability, contractibility and risk.

### **1.8 Submittal Package Compilation**

KPFF will collect submittal documents from the rest of design team and will compile it into a single set of documents for each submittal (e.g. a single set of combined plans, specs, etc). Submittal documents will be posted on the KPFF Project Sharepoint site, with the exception of hardcopies, as noted in the scope below.

The full Contract Package (including Bid Documents, Contract Documents, Amendments, Special Provisions and Appendices) will be created. Project specifications will be prepared to supplement the 2023 Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction.

## EXHIBIT B

KPFF will provide the following:

- Amendments
- Division 1 - General Requirements, including applicable WSDOT General Special Provisions (GSP), APWA Special Provisions, and Project-Specific Special Provisions
- Technical Special Provisions (see tasks below)
- Bid Proposal Forms
- Subconsultant applicable appendices

The City will be responsible for providing to KPFF the following sections for inclusion in the final bid document:

- Bid Procedures and Conditions
- Contract Forms
- Fill-ins for Division 1 General Special Provisions
- Appendices

### Assumptions

- Intermediate PS&E submittals (90%, 100%) will consist of PDFs
- Final (Issue for Bid) Submittals will be posted for on-line bidding (no more than 5 hardcopies required for delivery to the City).
- WSDOT will not be reviewing or approving this project under the Local Agency Guidelines (LAG) Manual requirements.

## Task 2: Alternatives Analysis

### 2.1 Prepare Alternatives Analysis Study & Public Outreach

Prepare Alternatives Analysis study with Exhibit A as the baseline alternative. Alternatives will address project limits, multimodal transportation improvements, value engineering, MSE walls versus cast-in-place walls, regional water quality scope, partial demolition of the existing boat storage building versus no demolition, integration of Marina Steps with Cliff Avenue South, transitional Marina Plaza ideas, and associated Engineer's Opinion of Probable Costs. Participants in this phase are KPFF, PLACE, Skylab, Shannon & Wilson and DCW. It is assumed that the baseline alternative construction bid cost is \$7,000,000 (Steps and Plaza), assuming a 2-year inflationary period, with the other (2) alternatives at or below this ceiling.

Prepare graphics and narrative for project website that outlines project background, project description, proposed milestones, schedule, and desired outcomes. Prepare for public outreach survey that may consist of (1) open house and on-line public survey of alternatives using formats such as Survey Monkey. Quarterly website updates will be prepared to keep the public informed of project progress and milestones.

Prepare a brief environmental permit risk assessment of alternatives presented that could have impacts on project design, cost, and schedule.

## EXHIBIT B

Prepare a brief utility conflict risk assessment of alternatives presented that could have impacts on project design, cost, and schedule.

Tasks and Deliverables include:

- Review previous planning studies, survey and geotechnical report.
- Prepare up to three (3) alternatives that include plans, renderings, sections, and construction costs necessary to communicate alternative ideas. This may include schematic conceptual designs identifying potential for thematic elements, primary routes/uses, themes/character etc.
- Prepare Basis of Design Narrative summarizing alternative pros and cons.
- Participate in three (7) weekly design meetings and one (1) presentation meeting with City.
- Participate in (1) City Council meeting.
- Develop graphics and narrative that can be utilized for a project website and quarterly updates.
- Alternative permitting risk assessment matrix.
- Alternative utility conflict risk assessment matrix.

### Task 3: Plans Specifications & Cost Estimate (PS&E) Documents

#### 3.1 30% Design

Prepare 30% Design for City Council selected alternative to a level that addresses feasibility, coordination with the S. 223<sup>rd</sup> Street team, coordination with future marina projects and has enough detail communicate the design intent and ability to estimate costs.

Tasks and Deliverables include:

- Participate in 1-hour Weekly Design Team Meetings through 30% Design.
- Civil Plans and Sections
- Draft Technical Information Report
- Structural Earth Wall Sections based on preliminary calculations.
- Landscape Plans and Sections
- Electrical and Lighting Plan with lighting Basis of Design and lighting catalogue cut sheets.
- Research completed on existing boat storage building record documents and a plan or narrative that explains scope of work for partial demolition and repair.
- 30% Cost Estimate
- Update Basis of Design Report.
- Review 30% Design with City Staff.
- Initiate/draft various permit applications and review as outlined in the project description.
- Civil plans for non-Schedule 74 PSE utility relocations (S 223<sup>rd</sup> Street), primarily on Marina floor.

## EXHIBIT B

### 3.2 60% Plans Specifications & Cost Estimate (PS&E) Documents

Prepare 60% PS&E documents (plans, specifications, & cost estimate) building on the 30% Design. The 60% PS&E documents will be developed to achieve a level of detail that confirms costs, feasibility and constructability.

Tasks and Deliverables include:

- Respond to 30% Design Comments.
- Reconcile design scope and construction budget.
- Present first open house after budget/scope reconciliation.
- Cover Sheet, Sheet Index, Notes, Abbreviations and Legends
- Civil Plans addressing demolition, erosion control, grading, drainage, utilities, horizontal control and site vehicular circulation.
- Final Drainage Technical Information Report.
- Plans for Structural Earth walls and permanent concrete walls including wall railing connection details, concrete stair details and light pole foundations. Provide details necessary for repair of the existing boat storage building.
- Landscape Plans addressing site materials, planting, irrigation, walls, railings and site furnishings.
- Electrical and Lighting Plan and Details.
- Architectural Plans and Details associated with the existing boat storage building.
- Preliminary Project Manual and Technical Special Provisions.
- 60% Cost Estimate
- Update Basis of Design Report.
- Review 60% PS&E with City Staff.
- Continue various permit applications and review as outlined in the project description.
- Civil plans for non-Schedule 74 PSE utility relocations (S 223<sup>rd</sup> Street), primarily on Marina floor.

### 3.3 90% Plans Specifications & Cost Estimate (PS&E) Documents

Prepare 90% PS&E documents building on the 60% PS&E. The 90% PS&E documents will be submitted for building permits.

Tasks and Deliverables include:

- Respond to 60% Design Comments.
- Reconcile design scope and construction budget.
- Second budget/scope reconciliation.
- All disciplines advance plans and specifications for permit submittal.
- Final Technical Information Report (Drainage)
- 90% Cost Estimate
- Review 90% PS&E with City Staff.
- Finalize various permit applications and review as outlined in the project description.
- Civil plans for non-Schedule 74 PSE utility relocations (S 223<sup>rd</sup> Street), primarily on Marina floor.

## EXHIBIT B

### 3.4 100% Plans Specifications & Cost Estimate (PS&E) Documents

Prepare 100% PS&E documents building on the 90% PS&E. The 100% PS&E documents will respond to 90% Design review comments and permit review comments as well as any lingering discipline coordination items. The cost estimate will be adjusted if there are any material changes.

### 3.5 Bid Set Plans Specifications & Cost Estimate (PS&E) Documents

Finalize PS&E for advertisement and bid. This effort includes addressing any lingering permit comments and coordination items.

#### Assumptions

- Design plans will adhere to City CAD standards and title blocks. City to provide standards and title block drawing to Consultant.
- The City will distribute submittals to the City's project team and project stakeholders for review and comment. The City will compile all comments received into one document at each milestone and return to the Consultant for response. The City will coordinate and distribute comment responses to stakeholders.
- Review comments from the City will be incorporated into the subsequent design submittal. A final deliverable package incorporating comments will not be created at each submittal, but will be included in the subsequent submittal.
- In providing opinions of cost and schedules for the project, the Consultant relies on previous data and shall not warranty true market conditions, which are highly variable.
- Budget-level cost estimates shall include appropriate contingency factors to account for project uncertainties that cannot be explicitly accounted for at the project's various engineering stages. Risks that have been identified shall be listed along with potential cost and schedule impacts.
- The effort to prepare quantities for the estimate unit cost items and lump sums shall be provided under the respective design discipline task using the City's standard measurements.
- All "soft costs" to be included within the cost estimate, such as City procured items, and City self-preformed work will be provided to the Consultant two weeks before the estimate due date.
- The Consultant shall not prepare quantity tabulation plan sheets.
- Quantities shall be developed from engineered drawings to the maximum extent feasible.
- The City will be responsible for providing to KPFF the following section for inclusion in the final bid set document:
  - Bid Procedures and Conditions
  - Contract Forms
  - Fill-ins for Division 1 General Special Provisions
  - Any City GSPs

## EXHIBIT B

- Appendices
- City will advertise project for bid.
- Graphic and written content for interpretive sign panels are not included. These can be provided as additional services.
- LEED or Greenroads certification is not required.
- Franchise utility undergrounding (PSE Schedule 74) is not part of this scope of work that would primarily affect utilities adjacent to Cliff Avenue and South 223<sup>rd</sup> Street. This project will identify any utility conflicts that will require franchise utility coordination for potential franchise utility relocations prior to construction (non-undergrounding). The City may choose to include franchise utility undergrounding as a future task assignment that would include utility coordination, undergrounding plans, and franchise utility costs associated with Schedule 74 agreements.
- The City will schedule and facilitate utility coordination meetings. The Consultant will plan on being in attendance up to (6) meetings to resolve any design issues, provide meeting minutes, and issues log.

### **Task 4: Bid Support**

#### **4.1 Bid Support**

Support the bid process by participating in a prebid meeting, fielding bidder questions, preparing an addendum (1) if needed, provide Bid analysis and a recommendation on award of the project.

### **Task 5: Master Plan Continuity**

Skylab will provide peer review of the Alternative Analysis, 30%, and 60% Design Phases to verify that the design is compatible with the Marina Master Plan vision.

### **Task 6: Environmental Permit and Cultural Resources Support**

#### **6.1 Environmental Permit Support**

ESA will provide the following environmental services:

- Critical Areas Review Submittal. The Critical Areas Review submittal will meet the City's submittal requirements per City's Critical Areas Regulations. As the project area is located in an existing developed area, no natural resource technical studies are needed to support the report. A copy of the draft report will be submitted to the City for review and comment. ESA will finalize the report based on comments received.
- State Environmental Policy Act (SEPA) Checklist. The Checklist will meet the City's SEPA standards. The Checklist will be based on review of existing information for all environmental elements. As the project area is located in an existing developed area, no technical studies are needed to support the Checklist. A copy of the draft Checklist will be

## EXHIBIT B

submitted to the City for review and comment. ESA will finalize the Checklist based on comments received and coordinate with the City to prepare a SEPA Determination of Non-Significance.

- Shoreline Substantial Development Permit Application. ESA will prepare a Substantial Development Permit that meet's the City's Shoreline Master Program. A copy of the draft application will be submitted to the City for review and comment. ESA will finalize the application based on comments received.

### Deliverables

- Draft and final Critical Areas Report
- Draft and Final SEPA Checklist
- Draft and Final Substantial Development Permit Application

### Assumptions

- A Shoreline Variance is not required for this project.
- No field work is required for this task.
- No work will occur below the Ordinary High Water Line.
- Site Plans required for the submittals will be based on the 60% design drawings (Task 3.2)
- The only technical resources study needed to support the SEPA Checklist is cultural resources (see Task 7.2). A wetland delineation, Biological Assessment, and other technical studies are outside this scope of work.
- The ESA Project Manager will attend up to 10 design meetings with the project team throughout the design phases.

## 6.2 Cultural Resources Support

This project will require a Cultural Resources Assessment for compliance with Washington State Executive Order 21-02 (EO 21-02). As part of 21-02 compliance, the project will need a cultural resources assessment, consisting of archival research and a cultural resources field survey, prior to construction. Due to the Project Area being adjacent to the recorded archaeological site 45KI449 it is likely that the Department of Archaeology and Historic Preservation (DAHP) will require that the survey be conducted under a DAHP Archaeological Site Alteration and Excavation Permit.

ESA will conduct the necessary consultation and research to develop and submit the DAHP permit application to conduct the initial survey. The survey should occur after 30% design in order that the results of the assessment can be used to minimize or avoid potential impacts to any archaeological resources identified during the survey. The survey will be conducted over three days with two ESA archaeologists. In order to get full coverage, it may be necessary to have windows cut into impervious surfaces such as concrete or asphalt.

Following the survey ESA will author a cultural resources assessment report for the project. The report will meet current DAHP standards, as of March 2023, and provide recommendations for additional cultural resources actions, design consideration, and an assessment of the overall project potential impacts to known cultural resources. Due to the high probability to encounter additional as of yet unrecorded archaeological resources it is assumed that some level of archaeological monitoring will be required during project construction. ESA will author an



## **EXHIBIT B**

Archaeological resources monitoring plan (ARMP) for the Project, and provide a draft version as an appendix to the cultural resources assessment report.

### **Deliverables**

- Draft Archaeological Site Alteration and Excavation Permit application and Archaeological Resources Monitoring Plan (for attachment to permit) (for review by City).
- If needed, one round of permit application revisions in response to DAHP, Tribal and other reviewer comments.
- Impervious surface test notification to DAHP and Tribes.
- Draft impervious surface test results memorandum (for review by City).
- Final impervious surface test results memorandum (for distribution to DAHP).

### **Assumptions**

- ESA staff will attend up to 1 on-site meeting and 3 virtual meetings with City, DAHP and Tribal staff as part of this work.
- The cultural resources principal investigator will attend up to 10 design meetings with the project team throughout the design phases.
- City will provide evidence of financial/institutional commitment to fulfilling the terms of the Archaeological Site Alteration and Excavation Permit as part of the permit application.
- City will provide all Rights of Entry necessary for the cultural resources survey
- Discovery and resolution of human remains is not within this scope.
- Documentation of an archaeological site is not within this scope.
- No archaeological resources will be collected.
- Cultural resources survey cannot proceed until DAHP has issued the Archaeological Site Alteration and Excavation Permit.
- No work regarding built environment resources will be performed as part of this scope.
- Test sections of impervious surfaces will be saw cut by a third-party.
- An Archaeological resources monitoring plan for the project will be included as part of the report.
- Archaeological monitoring during construction is not included as part of this scope.

### **Task 7: Topographic and Utility Survey**

A topographic and utility survey has previously been provided for this project, however, the proposed project limits as shown in Exhibit A will require additional survey to capture the expanded area. The need for additional survey will be determined after the Alternatives Analysis phase.

# EXHIBIT C

## Consultant Contract Fee Estimate

City of Des Moines 2022-2023 On-Call Civil Engineering Services  
Task Order 07: Marina Steps

Task No	Description	KPFF Prime & Civil	KPFF Struct	KPFF Survey	PLACE	Skylab	Interface	ESA	DCW	S&W	Subtotal w/o Allowances
1	Project Management	\$ 92,629.08			\$ 4,615.12	\$ 3,480.00		\$ 8,830.66			\$ 109,554.86
2	Alternatives Analysis	\$ 18,794.64	\$ 3,983.01		\$ 31,528.94	\$ 25,200.00			\$ 3,943.68	\$ 7,579.84	\$ 91,030.11
3	Plans Specifications & Cost Estimate (PS&E)	\$ 194,352.76	\$ 34,951.50		\$ 188,620.16		\$ 21,528.00		\$ 11,412.96	\$ 20,648.57	\$ 471,513.95
4	Bid Support	\$ 9,480.90	\$ 4,465.14				\$ 1,485.12			\$ 1,620.52	\$ 17,051.68
5	Master Plan Continuity					\$ 18,400.00					\$ 18,400.00
6	Environmental Permit & Cultural Resource Support							\$ 61,977.21			\$ 61,977.21
6.1	Environmental Permit Support							\$ 26,966.28			\$ 26,966.28
6.2	Cultural Resources Support							\$ 35,010.92			\$ 35,010.92
7	Topographic and Utility Survey			\$ 10,000.00							\$ 10,000.00
<b>Total Labor</b>		<b>\$ 315,257.38</b>	<b>\$ 43,399.65</b>	<b>\$ 10,000.00</b>	<b>\$ 224,764.22</b>	<b>\$ 47,080.00</b>	<b>\$ 23,013.12</b>	<b>\$ 70,807.87</b>	<b>\$ 15,356.64</b>	<b>\$ 30,085.80</b>	<b>\$ 779,764.68</b>
Reimbursable Expenses		\$ 5,000.00	\$ -	\$ 600.00				\$ 462.90		\$ -	\$ 6,062.90
<b>TOTAL - labor and expenses</b>		<b>\$ 320,257.38</b>	<b>\$ 43,399.65</b>	<b>\$ 10,600.00</b>	<b>\$ 224,764.22</b>	<b>\$ 47,080.00</b>	<b>\$ 23,013.12</b>	<b>\$ 71,270.77</b>	<b>\$ 15,356.64</b>	<b>\$ 30,085.80</b>	<b>\$ 785,827.58</b>

# EXHIBIT C

## Consultant Contract Fee Estimate

City of Des Moines 2022-2023 On-Call Civil Engineering Services  
Task Order 07: Marina Steps

KPPF Prime & Civil		Marty Chase	Puja Shaw	Brandon McRaney				Subtotal
		On Call PM	Principal-in-Charge	Project Manager	Design Engineer	CAD	Project Coordinator	
		\$ 225.01	\$ 225.01	\$ 138.96	\$ 117.44	\$ 113.13	\$ 106.08	
Task No	Description							
<b>1</b>	<b>Project Management</b>	<b>40</b>	<b>116</b>	<b>372</b>	<b>0</b>	<b>0</b>	<b>55</b>	<b>\$ 92,629.08</b>
1.1	Preparation of Invoices and Progress Report		8	24			24	\$ 7,681.04
1.2	Coordination with City	40	20	60			2	\$ 22,050.36
1.3	Coordination with Stakeholders and Agencies		20	90			2	\$ 17,218.76
1.4	Coordination with Subconsultants			60			2	\$ 8,543.76
1.5	Team Project Meetings		28	90			12	\$ 20,079.64
1.6	Prepare Project Schedule			4			1	\$ 661.92
1.7	Project QA/QC		40	20				\$ 11,779.60
1.8	Submittal Package Compilation			24			12	\$ 4,608.00
<b>2</b>	<b>Alternatives Analysis</b>	<b>0</b>	<b>16</b>	<b>56</b>	<b>40</b>	<b>24</b>	<b>0</b>	<b>\$ 18,794.64</b>
2.1	Review previous studies, survey and geotechnical report		2	8				\$ 1,561.70
2.2	Prepare Alternative Plans		8	24	40	24		\$ 12,547.84
2.3	Prepare Basis of Design Narrative w/ Alternative Pro/Con Matrix		2	8				\$ 1,561.70
2.4	Prepare Alternate Utility Conflict Risk Assessment Matrix		2	8				\$ 1,561.70
2.5	Prepare Alternative Permitting Risk Assessment Matrix		2	8				\$ 1,561.70
<b>3</b>	<b>Plans Specifications &amp; Cost Estimate (PS&amp;E)</b>	<b>0</b>	<b>80</b>	<b>328</b>	<b>655</b>	<b>476</b>	<b>0</b>	<b>\$ 194,352.76</b>
3.1	30% Design		20	70	160	100		\$ 44,330.80
								\$ -
3.2	60% PS&E		28	115	225	160		\$ 66,805.48
								\$ -
3.3	90% PS&E		24	107	200	160		\$ 61,857.76
								\$ -
3.4	100% PS&E		6	24	48	32		\$ 13,942.38
								\$ -
3.5	Bid Set		2	12	22	24		\$ 7,416.34
								\$ -
<b>4</b>	<b>Bid Support</b>	<b>0</b>	<b>10</b>	<b>32</b>	<b>16</b>	<b>8</b>	<b>0</b>	<b>\$ 9,480.90</b>
4.1	Pre-Bid Meeting		2	4				\$ 1,005.86
4.2	Field Bidder Questions		2	16				\$ 2,673.38
4.3	Prepare and Issue Addendum		2	8	16	8		\$ 4,345.78
4.4	Provide Bid Analysis and Award Recommendation		4	4				\$ 1,455.88
<b>Total Hours</b>		<b>40</b>	<b>222</b>	<b>788</b>	<b>711</b>	<b>508</b>	<b>55</b>	<b>2,324</b>
<b>Total Direct Labor</b>		<b>\$ 9,000.40</b>	<b>\$ 49,952.22</b>	<b>\$ 109,500.48</b>	<b>\$ 83,499.84</b>	<b>\$ 57,470.04</b>	<b>\$ 5,834.40</b>	<b>\$ 315,257.38</b>
<b>Other Direct Costs</b>		<b>Qty</b>		<b>Cost per Unit</b>				<b>Total</b>
	Mileage	0.00		\$ 0.58				\$ -
	Parking	0.00		\$ -				\$ -
	Reprographics	Allowance		\$ -				\$ 5,000.00
	Courier	0.00		\$ -				\$ -
	Postage	0.00		\$ -				\$ -
	Other	0.00		\$ -				\$ -
<b>Total Reimbursable Costs</b>								<b>\$ 5,000.00</b>
<b>KPPF Prime &amp; Civil Total</b>								<b>\$ 320,257.38</b>

KPPF PRIME & CIVIL

# EXHIBIT C

## Consultant Contract Fee Estimate

**City of Des Moines 2022-2023 On-Call Civil Engineering Services**  
 Task Order 07: Marina Steps

KPFF STRUCTURAL		Principal	Project Manager	Design	Drafter	Subtotal
		217.50	\$ 157.53	\$ 102.27	\$ 150.21	
Task No	Description					
<b>2</b>	<b>Alternatives Analysis</b>	<b>6</b>	<b>17</b>	<b>0</b>	<b>0</b>	<b>\$ 3,983.01</b>
2.1	Analysis study	6	17			\$ 3,983.01
<b>3</b>	<b>Plans Specifications &amp; Cost Estimate (PS&amp;E)</b>	<b>22</b>	<b>86</b>	<b>92</b>	<b>48</b>	<b>\$ 34,951.50</b>
3.1	30% Design					\$ -
3.1.1	Site structure design	4	14	0	0	\$ 3,075.42
3.1.2	Existing Building Evaluation and Site Visit	8	24	44	0	\$ 10,020.60
3.2	60% PS&E					\$ -
3.2.1	Site structure design	2	12	12	12	\$ 5,355.12
3.3	90% PS&E					\$ -
3.3.1	Site structure design	2	12	12	12	\$ 5,355.12
3.4	100% PS&E					\$ -
3.4.1	Site structure design	2	12	12	12	\$ 5,355.12
3.5	Bid Set					\$ -
3.5.1	Site structure design	4	12	12	12	\$ 5,790.12
<b>4</b>	<b>Bid Support</b>	<b>4</b>	<b>10</b>	<b>8</b>	<b>8</b>	<b>\$ 4,465.14</b>
4.1	Respond to questions and addendum	4	10	8	8	\$ 4,465.14
						\$ -
<b>Total Hours</b>		<b>32</b>	<b>113</b>	<b>100</b>	<b>56</b>	
Total Direct Labor		\$ 6,960.00	\$ 17,800.89	\$ 10,227.00	\$ 8,411.76	\$ 43,399.65
<b>Total Fee (Direct Labor X 3.12)</b>		<b>\$ 6,960.00</b>	<b>\$ 17,800.89</b>	<b>\$ 10,227.00</b>	<b>\$ 8,411.76</b>	<b>\$ 43,399.65</b>
Other Direct Costs		Qty	Cost per Unit		Total	
Mileage		0.00	\$	-	\$ -	
Parking		0.00	\$	-	\$ -	
Reprographics		0.00	\$	-	\$ -	
Courier		0.00	\$	-	\$ -	
Postage		0.00	\$	-	\$ -	
Other (Zip Car)		0.00	\$	-	\$ -	
<b>Total Reimbursable Costs</b>						<b>\$ -</b>
<b>KPFF STRUCTURAL Total</b>						<b>\$ 43,399.65</b>

KPFF STRUCTURAL



# EXHIBIT C

## Consultant Contract Fee Estimate

**City of Des Moines 2022-2023 On-Call Civil Engineering Services**  
 Task Order 07: Marina Steps

PLACE		Principal	Project Manager	LA	LD	Subtotal
		\$ 157.56	\$ 142.90	\$ 150.07	\$ 126.36	
Task No	Description					
<b>1</b>	<b>Project Management</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>\$ 4,615.12</b>
1.3	Coordination of Stakeholders: Stend meetings	4.0	4.0	4.0	4.0	\$ 2,307.56
1.5	Team Project Meetings	4.0	4.0	4.0	4.0	\$ 2,307.56
<b>2</b>	<b>Alternatives Analysis</b>	<b>48</b>	<b>48</b>	<b>50</b>	<b>76</b>	<b>\$ 31,528.94</b>
2.1	Team, Public, and Council meetings	8.0	8.0	4.0	4.0	\$ 3,509.40
2.2	2-3 Design Alternatives	24.0	24.0	24.0	32.0	\$ 14,856.24
2.3	Graphic Support	16.0	16.0	22.0	40.0	\$ 13,163.30
<b>3</b>	<b>Plans Specifications &amp; Cost Estimate (PS&amp;E)</b>	<b>253</b>	<b>290</b>	<b>300</b>	<b>493</b>	<b>\$ 188,620.16</b>
3.1	30% Design	24.0	24.0	24.0	36.0	\$ 15,361.68
3.1.1	Team and Public meetings	8.0	8.0	4.0	4.0	\$ 3,509.40
3.1.2	Landscape Plans documentation	16.0	24.0	24.0	48.0	\$ 15,617.52
3.1.3	Graphic Representation	16.0	24.0	32.0	74.0	\$ 20,103.44
3.2	60% PS&E	16.0	16.0	24.0	60.0	\$ 15,990.64
3.2.1	Meetings	16.0	16.0	8.0	8.0	\$ 7,018.80
3.2.2	Landscape Plans documentation	58.0	60.0	60.0	80.0	\$ 36,825.48
3.2.3	Draft Special Provisions	15.0	16.0	16.0	8.0	\$ 8,061.80
3.3	90% PS&E	8.0	16.0	16.0	40.0	\$ 11,002.40
3.3.1	Meetings	8.0	8.0	8.0	2.0	\$ 3,856.96
3.3.2	Landscape Plans documentation	8.0	16.0	16.0	40.0	\$ 11,002.40
3.3.3	Special Provisions	12.0	12.0	12.0	12.0	\$ 6,922.68
3.4	100% PS&E	8.0	8.0	8.0	16.0	\$ 5,626.00
3.4.1	Landscape Plans documentation	24.0	24.0	24.0	41.0	\$ 15,993.48
3.4.2	Special Provisions	0	0	0	0	\$ -
3.5	Bid Set	8.0	8.0	8.0	8.0	\$ 4,615.12
3.5.1	Landscape Plans documentation	8.0	10.0	16.0	16.0	\$ 7,112.36
3.5.2	Special Provisions	0	0	0	0	\$ -
3.5.3	Unit Cost   Lump sum estimates	0	0	0	0	\$ -
<b>4</b>	<b>Bidding Support</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ -</b>
4.1	Bidder questions and addendum (1)	0	0	0	0	\$ -
<b>Total Hours</b>		<b>309</b>	<b>346</b>	<b>358</b>	<b>577</b>	<b>\$ 1,590</b>
<b>Total Fee (Direct Labor X 3.12)</b>		<b>\$ 48,686.04</b>	<b>\$ 49,443.40</b>	<b>\$ 53,725.06</b>	<b>\$ 72,909.72</b>	<b>\$ 224,764.22</b>
<b>Other Direct Costs</b>		<b>Qty</b>	<b>Cost per Unit</b>		<b>Total</b>	
Mileage		0.00	\$ -		\$ -	
Parking		0.00	\$ -		\$ -	
Reprographics		0.00	\$ -		\$ -	
Courier		0.00	\$ -		\$ -	
Postage		0.00	\$ -		\$ -	
Other		0.00	\$ -		\$ -	
<b>Total Reimbursable Costs</b>						<b>\$ -</b>
<b>PLACE TOTAL</b>						<b>\$ 224,764.22</b>

# EXHIBIT C

## Consultant Contract Fee Estimate

City of Des Moines 2022-2023 On-Call Civil Engineering Services  
Task Order 07: Marina Steps

Skylab		Principal	Project Manager	PA	Subtotal
		\$ 275.00	\$ 160.00	\$ 140.00	
Task No	Description				
1	Project Management	8	8	0	\$ 3,480.00
1.5	Team Project Meetings	8	8	0	\$ 3,480.00
2	Alternatives Analysis	48	40	40	\$ 25,200.00
2.1	Team, Public, and Council meetings	16	16	8	\$ 8,080.00
2.2	2-3 Design Alternatives review and support	32	24	32	\$ 17,120.00
6	Master Plan Continuity	32	32	32	\$ 18,400.00
1.0	30% & 60% Design	32	32	32	\$ 18,400.00
<b>Total Hours</b>		<b>88</b>	<b>80</b>	<b>72</b>	<b>240</b>
Total Direct Labor		\$ 24,200.00	\$ 12,800.00	\$ 10,080.00	\$ 47,080.00
<b>Total Fee (Direct Labor X 3.12)</b>		<b>\$ 24,200.00</b>	<b>\$ 12,800.00</b>	<b>\$ 10,080.00</b>	<b>\$ 47,080.00</b>
Other Direct Costs		Qty	Cost per Unit	Total	
Mileage		0.00	\$ -	\$ -	
Parking		0.00	\$ -	\$ -	
Reprographics		0.00	\$ -	\$ -	
Courier		0.00	\$ -	\$ -	
Postage		0.00	\$ -	\$ -	
Other		0.00	\$ -	\$ -	
<b>Total Reimbursable Costs</b>					<b>\$ -</b>
<b>Skylab TOTAL</b>					<b>\$ 47,080.00</b>

# EXHIBIT C

## Consultant Contract Fee Estimate

City of Des Moines 2022-2023 On-Call Civil Engineering Services  
 Task Order 07: Marina Steps

Interface Engineering		Principal	Project Manager	Design	Admin	Subtotal
		\$ 212.16	\$ 177.84	\$ 159.12	\$ 96.72	
Task No	Description					
2	Alternatives Analysis	0	0	0	0	\$ -
3	Plans Specifications & Cost Estimate (PS&E)	51	0	60	12	\$ 21,528.00
3.1	30% Design	5		7	2	\$ 2,368.08
3.2	60% PS&E	15		15	3	\$ 5,859.36
3.3	90% PS&E	12		17	3	\$ 5,541.12
3.4	100% PS&E	10		11	2	\$ 4,065.36
3.5	Bid Set	9		10	2	\$ 3,694.08
4	Bid Support	7	0	0	0	\$ 1,485.12
4.1		7				\$ 1,485.12
<b>Total Hours</b>		<b>58</b>	<b>0</b>	<b>60</b>	<b>12</b>	
Total Direct Labor		\$ 12,305.28	\$ -	\$ 9,547.20	\$ 1,160.64	\$ 23,013.12
<b>Total Fee (Direct Labor X 3.12)</b>		<b>\$ 12,305.28</b>	<b>\$ -</b>	<b>\$ 9,547.20</b>	<b>\$ 1,160.64</b>	<b>\$ 23,013.12</b>
Other Direct Costs	Qty	Cost per Unit			Total	
Mileage	0.00	\$ -			\$ -	
Parking	0.00	\$ -			\$ -	
Reprographics	0.00	\$ -			\$ -	
Courier	0.00	\$ -			\$ -	
Postage	0.00	\$ -			\$ -	
Other	0.00	\$ -			\$ -	
<b>Total Reimbursable Costs</b>					<b>\$ -</b>	
<b>Interface Engineering Total</b>					<b>\$ 23,013.12</b>	





# EXHIBIT C

## Consultant Contract Fee Estimate

City of Des Moines 2022-2023 On-Call Civil Engineering Services  
Task Order 07: Marina Steps

DCW		Managing Director	Senior Project Leader	Cost Consultant	QC/Admin	Subtotal
	Direct Labor Rate	\$ 60.00	\$ 55.00	\$ 52.00	\$ 40.00	
	Billing Rate	\$ 187.20	\$ 171.60	\$ 162.24	\$ 124.80	
Task No	Description					
2	Alternatives Analysis	2	8	12	2	\$ 3,943.68
2.1	Alternatives Analysis Costing	2	8	12	2	\$ 3,943.68
3	Plans Specifications & Cost Estimate (PS&E)	6	22	34	8	11,412.96
3.1	30% Design	2	6	10	2	\$ 3,276.00
3.2	60% PS&E	2	6	8	2	\$ 2,951.52
3.3	90% PS&E	1	6	8	2	\$ 2,764.32
3.4	100% PS&E	1	4	8	2	\$ 2,421.12
<b>Total Hours</b>		<b>8</b>	<b>30</b>	<b>46</b>	<b>10</b>	
Total Direct Labor		\$ 1,497.60	\$ 5,148.00	\$ 7,463.04	\$ 1,248.00	\$ 15,356.64
<b>Total Fee (Direct Labor X 3.12)</b>		<b>\$ 1,497.60</b>	<b>\$ 5,148.00</b>	<b>\$ 7,463.04</b>	<b>\$ 1,248.00</b>	<b>\$ 15,356.64</b>
Other Direct Costs		Qty	Cost per Unit			Total
Mileage		0.00	\$ -			\$ -
Parking		0.00	\$ -			\$ -
Reprographics		0.00	\$ -			\$ -
Courier		0.00	\$ -			\$ -
Postage		0.00	\$ -			\$ -
Other		0.00	\$ -			\$ -
<b>Total Reimbursable Costs</b>						<b>\$ -</b>
<b>DCW TOTAL</b>						<b>\$ 15,356.64</b>

# EXHIBIT C

## Consultant Contract Fee Estimate

City of Des Moines 2022-2023 On-Call Civil Engineering Services  
 Task Order 07: Marina Steps

Shannon & Wilson		Principal	Project manager	Design	Orater	Subtotal
		\$ 236.87	\$ 236.87	\$ 168.26	\$ -	
Task No	Description					
<b>2</b>	<b>Alternatives Analysis</b>	<b>0</b>	<b>33</b>	<b>0</b>	<b>0</b>	<b>\$ 7,579.84</b>
2.1	Feasibility input for walls and existing east slope		32			\$ 7,579.84
2.3						\$ -
<b>3</b>	<b>Plans Specifications &amp; Cost Estimate (PS&amp;E)</b>	<b>6</b>	<b>35</b>	<b>65</b>	<b>0</b>	<b>\$ 20,648.57</b>
3.1	30% Design					\$ -
3.1.1	Feasibility input for MSE Walls and existing east slope		8			\$ 1,894.96
						\$ -
3.2	60% PS&E					\$ -
3.2.1	Feasibility input for MSE Walls		6			\$ 1,421.22
						\$ -
3.3	90% PS&E					\$ -
3.3.1	Prepare MSE Wall Submittal (7200 sf for two walls) (Deliverable: Plans, Specifications, Calculations)	6	16	56		\$ 14,633.70
						\$ -
						\$ -
3.4	100% PS&E					\$ -
3.4.1	MSE Wall		2	6		\$ 1,483.30
3.4.2						\$ -
						\$ -
3.5	Bid Set		3	3		\$ 1,215.39
						\$ -
<b>4</b>	<b>Bid Support</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>0</b>	<b>\$ 1,620.52</b>
4.1			4	4		\$ 1,620.52
						\$ -
<b>Total Hours</b>		<b>6</b>	<b>72</b>	<b>69</b>	<b>0</b>	
Total Direct Labor		\$ 1,421.22	\$ 17,054.64	\$ 11,609.94	\$ -	\$ 30,085.80
<b>Total Fee (Direct Labor X 3.12)</b>		<b>\$ 1,421.22</b>	<b>\$ 17,054.64</b>	<b>\$ 11,609.94</b>	<b>\$ -</b>	<b>\$ 30,085.80</b>
Other Direct Costs		Qty	Cost per Unit		Total	
	Mileage	0.00	\$ -			\$ -
	Parking	0.00	\$ -			\$ -
	Reprographics	0.00	\$ -			\$ -
	Courier	0.00	\$ -			\$ -
	Postage	0.00	\$ -			\$ -
	Other	0.00	\$ -			\$ -
<b>Total Reimbursable Costs</b>						<b>\$ -</b>
<b>Shannon &amp; Wilson Total</b>						<b>\$ 30,085.80</b>

**AGENDA ITEM**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: Citizens Advisory Committee  
Appointments

FOR AGENDA OF: April 13, 2023

DEPT. OF ORIGIN: Council

ATTACHMENTS:

- 1. Exhibit A
- 2. Exhibit B
- 3. Applications

DATE SUBMITTED: April 6, 2023

CLEARANCES:

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

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is to recommend to Council approval of Mayoral appointments to the Citizens Advisory Committee.

**Suggested Motion**

- Motion 1:** “I move to confirm the Mayoral appointments as shown on Exhibit A to be the primary representatives on the Citizens Advisory Committee, effective immediately and expiring on the date listed.
- Motion 2:** “I move to confirm the Mayoral appointments as shown on Exhibit B to be the alternate representative on the Citizens Advisory Committee, effective immediately and expiring on the date listed.

**Background**

The City Council adopted Ordinance No. 1648, establishing the Citizens Advisory Committee on April 28, 2016. Appointments were made at that time and individuals served either a one year, or two year term. All terms expired on December 31, 2018. After that time the Committee was inactive due to lack of interest.

In early 2023 Mayor Mahoney recommended to Council to re-establish the Citizens Advisory Committee due to increased public support.

The Des Moines City Council created the Citizens Advisory Committee to allow citizens, neighborhoods and businesses to engage as broadly as possible in the discussion and resolution of issues and concerns that directly affect them. The City Council feels that the Citizens Advisory Committee will improve communication with and participate in local government on the part of residents, neighborhoods, businesses and property owners in the City of Des Moines and create a more robust discussion of issues and matters facing the City, ultimately resulting in better decision and solutions to problems.

**Discussion**

This agenda seeks confirmation of the Mayoral appointments to the Citizens Advisory Committee to become effective immediately.

**Alternatives**

The Council may choose not to approve the Mayor's recommendations and suggest alternative applicants for appointment or the Council may choose not to move forward with this Committee.

**Financial Impact**

This is unknown at this time, however significant staff time was committed to this Committee when it was previously active and it is likely that will be the result now. This may result in shifting resources from other existing projects/activities.

**Recommendation**

Staff recommends moving forward with the Mayor's recommendations.

EXHIBIT A				
NEIGHBORHOOD	TERM	MEMBER	PRIMARY	TERM
Business Owner	2 Year	Mackenzie Meyers	Primary	12/31/2024
Central Des Moines	1 Year	Mary Ellen Laird	Primary	12/31/2023
Marina District	1 Year	Victoria Andrews	Primary	12/31/2023
Marina Tenant	2 Year	Kersten Hubbard	Primary	12/31/2024
North Central	1 Year	Daniel Englehart	Primary	12/31/2023
North Hill	2 Year	Ryan Bowering	Primary	12/31/2024
Pacific Ridge	2 Year	Bernice Warren	Primary	12/31/2024
Redondo	2 Year	David Emery	Primary	12/31/2024
South Des Moines	1 Year	Magdalena Herrera	Primary	12/31/2023
Woodmont	2 Year	Ryan Crompton	Primary	12/31/2024
Zenith	1 Year	Lloyd Lytle	Primary	12/31/2023

THIS PAGE LEFT INTENTIONALLY BLANK

EXHIBIT B				
NEIGHBORHOOD	TERM	MEMBER	ALTERNATE	TERM
Business Owner	2 Year	Morgan Hicks	Alternate	12/31/2024
Central Des Moines	1 Year	Richard Laycock	Alternate	12/31/2023
Marina District	1 Year	Charlene Bacalzo	Alternate	12/31/2023
Marina Tenant	2 Year	Doug Andrews	Alternate	12/31/2024
North Central	1 Year	Vacant	Alternate	12/31/2023
North Hill	2 Year	Chicana Betsabel	Alternate	12/31/2024
Pacific Ridge	2 Year	Lowell Wadill	Alternate	12/31/2024
Redondo	2 Year	Charles (Chuck) Coleman	Alternate	12/31/2024
South Des Moines	1 Year	Patricio Mendoza	Alternate	12/31/2023
Woodmont	2 Year	Randy Williams	Alternate	12/31/2024
Zenith	1 Year	Stephanie Harris	Alternate	12/31/2023



THIS PAGE LEFT INTENTIONALLY BLANK



## Employment Application | Submitted: 19-Mar-2023

AAA

### Bernice Warren

☎ (206) 235-4842  
 ✉ bernicewarren@yahoo.com  
 🏠 22308 30th Avenue South  
 Des Moines, WA 98198  
 United States

### Des Moines Citizen Advisory Boards

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Other

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

---

There are no files uploaded for this applicant.

### Text Only Resume

---

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizen Advisory Board | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Please select from the following Boards that you are interested in applying for: *	Other	0	

<b>Date available for appointment to committee: *</b>	April 13, 20, 27	
<b>Can you attend evening meetings? *</b>	No	0
<b>Can you attend daytime meetings? *</b>	Yes	0
<b>Can you attend weekend meetings? *</b>	No	0
<b>Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *</b>	Two - three	
<b>Have you previously served or are you currently on one of the City of Des Moines committees? *</b>	No	0
<b>If yes, please list the committee(s) below: *</b>	None	
<b>Please list any related professional and or community activities that you are involved in. *</b>	Des Moines Police. Advisory board	
<b>If you are applying for a specific board, explain how your experience and perspective would directly contribute to the board and surrounding community. *</b>	I would bring a prospective as minority, and represent my neighborhood which represents various ethnic groups.	

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Employment Application | Submitted: 23-Mar-2023

AAA

### Bettina Carey

☎ (206) 349-4297  
 ✉ askbettina@gmail.com  
 🏠 506 S 222nd Street Unit 7  
 Des Moines, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Other - Council members

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

---

There are no files uploaded for this applicant.

### Text Only Resume

---

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	April 13th		
Can you attend evening meetings? *	Yes	0	

Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	8	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	N/A	
Please list any related professional and or community activities that you are involved in. *	I have been coming to various community events since 2017, initially participating as marketing director for B& E Meats and Seafood until March, 2020. By then I was friends with quite a few folks from Des Moines so I would continue to attend annual Destination Des Moines and Rotary sponsored events, among others. I was even in last year's annual parade riding in the boat with former Mayor Matt Pina and his wife Michelle, capturing video for posterity sake. I've been to numerous rotary meetings and even got to attend Veterans Day celebration last year.	
Why do you wish to serve in this capacity and what can you contribute? *	I believe my unique business and marketing background may help generate a new way of thinking in order to bring to fruition new ways to reach the residents of Des Moines.	
Would you consider being an alternate? *	Yes	0
How do you communicate with your neighbors? *	I prefer in-person gatherings of like-minded groups in local restaurants is the most common way, but also I connect with folks by setting up times to walk.	
What current issues are you most interested in? *	I'm pretty much interested in all things Des Moines including airport/Port, safety and security, Marina development, and business growth.	

Please select from the list below  
which neighborhood you live in. \*

Marina District

0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Employment Application | Submitted: 07-Mar-2023

AAA

### Charlene Bacalzo

☎ (206) 679-0240  
 ✉ charlenebacalzo@gmail.com  
 🏠 22348 6th Ave So  
 Des Moines, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Other - friend/neighbor

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

---

There are no files uploaded for this applicant.

### Text Only Resume

I have lived in Des Moines for over 50 years the last 18 years in the Marina District. I own & operate a business in downtown Des Moines at the north end of town off Marine View Drive/Puddlejumpers Childcare Ctr & Preschool since 1997 going into our 26th year. We have a stellar reputation with quality nurturing care providing a learning environment that is safe secure & happy. Littles from Puddlejumpers go on to kindergarten with confidence ready for their future in education, ready and willing to continue to learn. I am proud to support 5 staff families & myself and continue to provide a service to our community that is needed and rewarding. I have longevity in my staff that is rare in this industry. I am grateful/thankful for their jobs well done. I have strong leadership & management skills as well as empathy and kindness.

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	

Are you a Des Moines Resident? *	Yes	0
If no, please list the City in which you currently live.	This question was not answered.	
Date available for appointment to committee: *	anytime	
Can you attend evening meetings? *	Yes	0
Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	10-20 hrs	
Have you previously served or are you currently on one of the City of Des Moines committees? *	Yes	0
If yes, please list the committee(s) below: *	Park & Rec advisory board in 2007?	
Please list any related professional and or community activities that you are involved in. *	Like to stay informed & current with community activities	
Why do you wish to serve in this capacity and what can you contribute? *	I hope to be a voice & listener with calm & reason aiding in the progress of our town with focus/consideration on what's best for all	
Would you consider being an alternate? *	Yes	0
How do you communicate with your neighbors? *	Verbal, emails, texts	
What current issues are you most interested in? *	The Des Moines Marina development. Would like to see the year round market & switchback access to the marina floor encouraging visitors to a worthwhile adventure to our city	



Please select from the list below  
which neighborhood you live in. \*

Marina District

0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Employment Application | Submitted: 12-Mar-2023

AAA

### Charles (Chuck) Coleman

☎ (702) 303-6700  
 ✉ colemanatpovertybay@gmail.com  
 🏠 28406 Redondo Beach Dr S  
 Des Moines, WA 98198  
 United States

### Des Moines Citizen Advisory Boards

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Other - City Council

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

File Name	Link
Charles Coleman Resume.pdf	<input type="button" value="Q Preview"/> <input type="button" value="Download"/>
Bio on Charles Coleman.pdf	<input type="button" value="Q Preview"/> <input type="button" value="Download"/>
Project List 2023.pdf	<input type="button" value="Q Preview"/> <input type="button" value="Download"/>

### Text Only Resume

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizen Advisory Board | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	

<b>Are you a Des Moines Resident? *</b>	Yes	0
<b>If no, please list the City in which you currently live.</b>	This question was not answered.	
<b>Please select from the following Boards that you are interested in applying for: *</b>	Other	0
<b>Date available for appointment to committee: *</b>	Immediate	
<b>Can you attend evening meetings? *</b>	Yes	0
<b>Can you attend daytime meetings? *</b>	Yes	0
<b>Can you attend weekend meetings? *</b>	Yes	0
<b>Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *</b>	60	
<b>Have you previously served or are you currently on one of the City of Des Moines committees? *</b>	No	0
<b>If yes, please list the committee(s) below: *</b>	No specific committees associated with the City of Des Moines	
<b>Please list any related professional and or community activities that you are involved in. *</b>	Founding member Redondo Community Association, National Council of Architectural Registration Boards, National Association of Industrial and Office Parks, International Council of Shopping Centers, Urban Land Institute, American Institute of Architects, Construction Specifications Institute	
<b>If you are applying for a specific board, explain how your experience and perspective would directly contribute to the board and surrounding community. *</b>	Please review my resume. I deeply care about the future of our city. My 45 years of front line project management of various types of complex real estate projects (both public and private) and my extensive business ownership, civic involvement, professional organizations and leadership experience can be a positive addition to the talented leaders and staff in our city.	

---

Signature

---

Date



## Employment Application | Submitted: 13-Mar-2023

AAA

### Betsabel Chicana

☎ (415) 571-6510  
 ✉ betsabel@live.com  
 🏠 20413 5th ave s  
 Des Moines, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - City of Des Moines Washington Website

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

File Name	Link
BChicana_Resume.pdf	<input type="button" value="🔍 Preview"/> <input type="button" value="Download"/>

### Text Only Resume

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		

<b>Date available for appointment to committee: *</b>	4/3/23	
<b>Can you attend evening meetings? *</b>	Yes	0
<b>Can you attend daytime meetings? *</b>	No	0
<b>Can you attend weekend meetings? *</b>	Yes	0
<b>Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *</b>	about 60 hours	
<b>Have you previously served or are you currently on one of the City of Des Moines committees? *</b>	No	0
<b>If yes, please list the committee(s) below: *</b>	NA	
<b>Please list any related professional and or community activities that you are involved in. *</b>	Currently I am a member of the Student/Postdoc Advisory Committee (SPAC) working to represent and improve education and environment of graduate students, postdoctoral fellows and medical fellows at Fred Hutch. My prior experience includes two years as a legislative affairs officer representing graduate students from University of California Merced and help bringing student concerns to local legislature.	
<b>Why do you wish to serve in this capacity and what can you contribute? *</b>	I moved to Des Moines last year and I would like to contribute my time to my new community to aid in issues our city is currently facing. I'm happy to help out where is needed.	
<b>Would you consider being an alternate? *</b>	Yes	0
<b>How do you communicate with your neighbors? *</b>	I have a great relationship with my neighbors. We communicate by phone call/text or in person as needed.	
<b>What current issues are you most interested in? *</b>	I want to promote citizen participation to help bring relevant issues to our city council. I	

4/6/23, 12:28 PM

Chicana, Betsabel

myself had to experience the difficulty of navigating legislature as a citizen and I would like to help build and navigate this bridge/connection.

Please select from the list below which neighborhood you live in. \*

North Hill

0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Employment Application | Submitted: 07-Mar-2023

AAA

### Christie Sanam

(206) 409-9019  
 christie@gmail.com  
 28436 Redondo Beach Dr S  
 Des Moines, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Facebook

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

File Name	Link
Christie Sanam_Updated.docx	<input type="button" value="Preview"/> <input type="button" value="Download"/>

### Text Only Resume

```

===== CONTACT INFO =====

Name: Christie Sanam
Email: christie@gmail.com
Phone Number: +1 2064099019

===== EDUCATION =====

Type: bachelors
Name: Bachelors Degree
School: University of Central Florida
Major: Science, Computer Engineering
End Date: 2008-05-01
Description: SPECIALTIES Business Related: * Cat Herding, SDM, SDLC, Agile Delivery,
PMBOK, SharePoint, UML, Conflict Resolution, Negotiation Skills, Communication Skills,
Presentation and Reporting Software Related: * Marketo, PowerBI, wwwBuddy, AWS S3, SOAP
XML, SQL, HTML, CSS, JIRA, Microsoft Office Suite, Excel (pivot tables, vlookup), MS
  
```



Project, familiarity with C, C++, and Java, Unix/Linux, HP Quality Center 9.0, Smoke Testing, System Testing, Regression Testing, UAT, Agile, JIRA. Splunk Extracurricular:

===== EXPERIENCE =====

Employer Name: Large Telecom Eastside / Accenture

Title: Product Owner

Start Date: 2017-02-01

End Date: 2017-04-01

Description:

- Drove design sessions to define functionality and requirements that proved favored in A / B testing
- New product development and launch
- Lead multi - functional team in developing well written user stories to define acceptance criteria based on requirements
- Drove strategic planning and execution of product scope and timeline

Employer Name: Large Telecom Eastside / Accenture

Title: Program Manager / Automation Lead

Start Date: 2016-05-01

End Date: 2017-02-01

Description:

- QA Lead for functional testing for 2 sprint teams with 4 reports
- Evolved metrics and reporting to measure test velocity
- Evolved role into learning automation in python under the Robot Framework
- Interacted with Jenkins to kick off automation script jobs
- Contributed to process improvement by defining scope for project , functioning as “ scrum master ” to drive and deliver test cases in 2 week sprints
- Measured and defined weekly status , daily standups , post sprint retrospectives
- Lead weekly meetings directly with client to define scope and prioritize development of automation test scripts
- Delivered 4 sprints of automated test scripts included completed sanity test set .
- Delivered successful client demo of working automation
- Assisted in finding automation resources to add to team
- Lead bi - weekly meetings with other QA teams on eServices account to share knowledge , mentor in best practices , and offer training where needed .

Employer Name: Large Telecom Eastside / Accenture

Title: UAT Manager

Start Date: 2014-12-01

End Date: 2016-02-01

Description:

- Seattle , WA
- UAT Lead with 4 onshore reports , 4 offshore reports for a complete overhaul of mobile website and backend .
- Created test approach and test plan for overall project .
- Manually executed test scripts for 4 sprint teams on top of UAT lead duties .
- Implemented process improvement as project grew from a few people to over 150 .
- Reviewed test cases written by testers and mentored them on becoming stronger .
- Participated in functional and technical grooming sessions to do gap analysis and determine test data needs
- Contributed to E2E testing framework and testing .
- Participated in Triage and defect validation
- Assisted in generating defect reports .
- Ran 2 sprints worth of client demos from UAT perspective
- Contributed to creating 40 + real life business scenarios to describe E2E concepts for client

Employer Name: Getty Images / Rylem Consulting

Title: UAT Manager

Start Date: 2014-07-01

End Date: 2014-11-01

## Description:

· Develop test scenarios based on business process flows and User stories for istockphoto.com integration into gettyimages.com systems · Develop test cases based on test scenarios for user flows around customer , contributor , and taxation · Perform data preparation activities to support testing · Execute test cases and report test outcomes · Drive and own bug resolution process · Collaborate with work stream leads and BPOs to perform UAT and analyze test issues / defects . · Review company 's system and integration test results and recommend improvements · Drive risk analysis and mitigation for delivery · Compile test results and delivery analysis on velocity and schedule · Participate in testing meetings and provide week test status as requested .

Employer Name: Brillio

Title: UAT Manager

Start Date: 2014-02-01

End Date: 2014-07-01

## Description:

Microsoft / Brillio Bellevue , WA · Gather test requirements from project managers to design UAT entry criteria · Design test suites and test cases supporting multiple lines of business centered around support.microsoft.com and agent tools ( ASD / CAP / CCF ) and develop them in TFS · Determine test coverage and scope and exit criteria · Manage , coordinate & schedule test windows and personnel resources to implement testing · Manage triage and forward path for bug fixes · Analyze UAT sessions and report on test metrics and KPIs to business stakeholders

Employer Name: T - Mobile / Randstad Technologies

Title: UAT Lead

Start Date: 2013-04-01

End Date: 2013-11-01

## Description:

Bellevue , WA · Designed , created and executed UAT plans with call center agents as testers using Sharepoint and Quality Center .

Employer Name: Expedia / Prithvi Consulting

Title: Sr . UAT Analyst

Start Date: 2012-09-01

End Date: 2013-02-01

## Description:

Bellevue , WA · Design , develop and execute UAT plans , triage and troubleshoot defects while travelling to global call centers .

Employer Name: Riot Games ( League of Legends )

Title: Sr . Quality Assurance Engineer

Start Date: 2012-03-01

End Date: 2012-08-01

## Description:

· Designed and implemented UAT test plans in Agile for web based features in JIRA ( <http://na.leagueoflegends.com/tribunal/> )

Employer Name: Qanalysts /AT & T Consultant

Title: Software Analyst

Start Date: 2008-09-01

End Date: 2012-03-01

## Description:

Bothell , WA · Liaised between AT & T and over 50 clients including Apple , Amazon , and

Best Buy to support billing software UAT / black box testing efforts for external clients .

Employer Name: Sea In the City  
Title: Technical Business Analyst  
Start Date: 2007-07-01  
End Date: 2008-07-01

Description:

- Designed and developed an e - commerce website and tested it for functionality .

Employer Name: Costco / Accenture  
Title: TPM  
Start Date: 2019-04-01  
Current Employer: 1

Description:

- Managing process , triage , resolution , and reporting for Canadian Payroll HR implementation with Kronos , SAP on - prem and SAP Cloud
- Managing critical client relationships to deliver a delayed project across the finish line

Employer Name: Microsoft / Accenture  
Title: Marketing TPM  
Start Date: 2018-05-01  
End Date: 2019-03-01

Description:

- Seattle , WA · OneGDC - Managng a mixed onshore / offshore group of pods of marketing builders , testers , translation coordinators for several lines of marketing business ; ABM , Events , Surface , Office , and more .
- Managing timelines and deliverables , ensuring timely delivery of marketing emails , landing pages , webinars via Marketo .
- Managing escalations of bugs and problem solving across client and third party partners
- Saving client \$ 5 M a year in process of removing duplicate marketing leads

Employer Name: Facebook / Accenture  
Title: TPM  
Start Date: 2017-11-01  
End Date: 2018-04-01

Description:

- Map@Scale managing SIT testing for visualization data of hardware manufacturers of server parts and Oculus
- Designing strategy of testing data pipelines and UI visualizations of data
- Leading teammates to understand the business logic and how visualizations work and their financial impact for Facebook
- Negotiate signoff with client for test approach and execution results
- Experience with internal FB culture ; tasks , quip , bunny , etc
- +1 Volunteer for Oculus dogfooding sessions

Employer Name: T-mobile / Accenture  
Title: TPM  
Start Date: 2017-04-01  
End Date: 2017-11-01

Description:

- Managing 20 reports doing QA across 10 agile dev teams onshore and offshore for SVT and application test phases
- Developed KPI metrics and reporting for QA status
- Developed PQA test approach and test plan for unit / component test and application test phases
- Ensured quality by involving QA resources in design phase in SDLC for better understanding of product
- Provided in depth RCA and recommendations for situations that required get - back - to - well status
- +1 working part time as BA / PO for the same

team to help develop product before standing up the QA team

Employer Name: Large Telecom Eastside / Accenture

Title: TPM

Start Date: 2016-02-01

End Date: 2016-04-01

Description:

- Lead QA effort for Metro PCS website redesign in angular code
- Lead and mentored 3 offshore reports to ensure quality of new design from UX to functional testing
- Worked with architecture to stand up QA test environments
- Helped to define testing scope of project
- Wrote formalized test plan and reviewed with team and client
- Designed reporting for testing and defect metrics
- Work with architecture to implement preliminary automation framework and POC for keyword methodology automation implementation
- Reviewed and gave feedback on test cases written by offshore testers
- Define and measure test KPIs

===== LICENSES AND CERTIFICATIONS =====

Name: Scaled Agile Framework (SAFe) Certification

===== EXECUTIVE SUMMARY =====

An experienced TPM with a background in QA with 12 years of mobile testing, product ownership and people management. Expertly skilled at navigating cross functional team communications, process improvement, and hiring. Certified SAFE Agilist. Gallup Strengths Assessment: Strategic, Arranger, Ideation, Input & Communication

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	TBD		
Can you attend evening meetings? *	Yes	0	
Can you attend daytime meetings? *	No	0	

Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	4	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	NA	
Please list any related professional and or community activities that you are involved in. *	Board member of Destination Des Moines	
Why do you wish to serve in this capacity and what can you contribute? *	While I have only lived here for 2 years I plan to be there long term and want to give back to my community. I would like to leverage my experience and knowledge to help the city make decisions.	
Would you consider being an alternate? *	Yes	0
How do you communicate with your neighbors? *	text, email, in person, depending on what is appropriate	
What current issues are you most interested in? *	all of them	
Please select from the list below which neighborhood you live in. *	Redondo	0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Employment Application | Submitted: 27-Mar-2023

AAA

CHRISTINE TOLLEFSON

(206) 941-4909  
 chris.tollefson@yahoo.com  
 22211 Cliff Avenue S #103  
 Des Moines, WA 98198  
 United States

Des Moines Citizens Advisory Committee

Job Location - Des Moines, WA  
 Department - Administration  
 Source - Other - Friend

Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

Click on the link to open the resume file if you wish to print the formatted resume.

File Name	Link
Christine Tollefson_2021.doc	<a href="#">Q Preview</a> <a href="#">Download</a>

Text Only Resume

No Text Only Resume on File

Admin Uploaded Files

There are no admin uploaded files for this applicant.

Job Questions

Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		

<b>Date available for appointment to committee: *</b>	3/27/2023	
<b>Can you attend evening meetings? *</b>	Yes	0
<b>Can you attend daytime meetings? *</b>	Yes	0
<b>Can you attend weekend meetings? *</b>	Yes	0
<b>Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *</b>	40	
<b>Have you previously served or are you currently on one of the City of Des Moines committees? *</b>	No	0
<b>If yes, please list the committee(s) below: *</b>	None	
<b>Please list any related professional and or community activities that you are involved in. *</b>	None at this time, I'm recently retired and would like begin giving back.	
<b>Why do you wish to serve in this capacity and what can you contribute? *</b>	I'd really like to give back to the community after living here for 15 years. I'm open to changes and would really like to see the "downtown" core prosper and grow. I'm currently retired and have time to devote to my city.	
<b>Would you consider being an alternate? *</b>	Yes	0
<b>How do you communicate with your neighbors? *</b>	Phone, in person and via e-mail.	
<b>What current issues are you most interested in? *</b>	Issues regarding the downtown core and marina redevelopment, crime in Des Moines & Redondo, how the city is supporting non-profits, and senior citizen health and activities.	
<b>Please select from the list below which neighborhood you live in. *</b>	Marina District	0

---

Signature

---

Date





## Employment Application | Submitted: 27-Mar-2023

AAA

### Daniel Englehart

☎ (206) 724-1819  
 ✉ danielenglehart@gmail.com  
 🏠 20401 10th Ave S  
 Des Moines, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - City of Des Moines Washington Website

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

#### File Name

#### Link

Daniel Englehart Resume.pdf

🔍 Preview

Download

#### Text Only Resume

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		

<b>Date available for appointment to committee: *</b>	Now	
<b>Can you attend evening meetings? *</b>	Yes	0
<b>Can you attend daytime meetings? *</b>	Yes	0
<b>Can you attend weekend meetings? *</b>	Yes	0
<b>Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *</b>	2	
<b>Have you previously served or are you currently on one of the City of Des Moines committees? *</b>	No	0
<b>If yes, please list the committee(s) below: *</b>	I haven't serve on a committee before.	
<b>Please list any related professional and or community activities that you are involved in. *</b>	Started a church in Des Moines and serve in the community and Des Moines Food Bank, local non-profits	
<b>Why do you wish to serve in this capacity and what can you contribute? *</b>	I love this city and want to see the community flourish.	
<b>Would you consider being an alternate? *</b>	Yes	0
<b>How do you communicate with your neighbors? *</b>	In person, email, Nextdoor, Facebook	
<b>What current issues are you most interested in? *</b>	Community formation	
<b>Please select from the list below which neighborhood you live in. *</b>	North Hill	0

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



Employment Application | Submitted: 04-Mar-2023

AAA

David Emery

(206) 427-8734  
 dwemery61@gmail.com  
 28313 Redondo Way S Apt 302  
 Des Moines, WA 98198  
 United States

Des Moines Citizen Advisory Boards

Job Location - Des Moines, WA  
 Department - Administration  
 Source - Other - City Council Meeting

Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

Click on the link to open the resume file if you wish to print the formatted resume.

File Name	Link
Emery Resume 08-17-2022.pdf	<input type="button" value="Preview"/> <input type="button" value="Download"/>

Text Only Resume

No Text Only Resume on File

Job Questions

Citizen Advisory Board | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Please select from the following Boards that you are interested in applying for: *	Other	0	

<b>Date available for appointment to committee: *</b>	I am available for appointment to the Des Moines Citizens Advisory Committee immediately.	
<b>Can you attend evening meetings? *</b>	Yes	0
<b>Can you attend daytime meetings? *</b>	Yes	0
<b>Can you attend weekend meetings? *</b>	Yes	0
<b>Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *</b>	80-100	
<b>Have you previously served or are you currently on one of the City of Des Moines committees? *</b>	No	0
<b>If yes, please list the committee(s) below: *</b>	N/A	
<b>Please list any related professional and or community activities that you are involved in. *</b>	I am currently serving as President of the Redondo Community Association. I have served on over 500 community biosafety committees around the country over the past two decades.	
<b>If you are applying for a specific board, explain how your experience and perspective would directly contribute to the board and surrounding community. *</b>	I am applying for the Citizens Advisory Committee, representing the Redondo neighborhood. I have been a resident of this neighborhood for over 8 years, have served as President of the Homeowner's Association for the Redondo Heights Condominiums, and am currently serving as the president of the Redondo Community Association. The purpose of the Redondo Community Association is to provide a means of strengthening the social cohesiveness of Redondo neighborhood residents, and to advocate for the well-being of the Redondo neighborhood with local and regional governments and agencies, and currently represents over 60 residents of the Redondo neighborhood. In this role, I have a unique ability to represent the Redondo neighborhood on the Citizens Advisory Council, and to serve as a conduit for	

4/6/23, 12:13 PM

Emery, David

communications between the members of  
this neighborhood and the City of Des Moines.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Employment Application | Submitted: 16-Mar-2023

AAA

### Dereck Moore

☎ (206) 856-6936  
 ✉ dereck.moore@gmail.com  
 🏠 2051 S 263rd St  
 Des Moines, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Other - Council Member

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

#### File Name

#### Link

DGMoore Resume 2022.pdf

🔍 Preview

Download

#### Text Only Resume

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		

<b>Date available for appointment to committee: *</b>	4/1/2023	
<b>Can you attend evening meetings? *</b>	Yes	0
<b>Can you attend daytime meetings? *</b>	No	0
<b>Can you attend weekend meetings? *</b>	Yes	0
<b>Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *</b>	16	
<b>Have you previously served or are you currently on one of the City of Des Moines committees? *</b>	No	0
<b>If yes, please list the committee(s) below: *</b>	N/A	
<b>Please list any related professional and or community activities that you are involved in. *</b>	N/A	
<b>Why do you wish to serve in this capacity and what can you contribute? *</b>	Would like to see Des Moines become a more vibrant city that attracts small businesses through proper investments in transportation projects (roads, transit, etc.), public safety, and revitalization of the downtown corridor. What I can contribute is having a pragmatic view of what is possible with the resources available, a person who is open to hearing divergent views and driving consensus.	
<b>Would you consider being an alternate? *</b>	Yes	0
<b>How do you communicate with your neighbors? *</b>	Phone, Email, In-Person	
<b>What current issues are you most interested in? *</b>	Public Safety, Transportation, Development	
<b>Please select from the list below which neighborhood you live in. *</b>	Woodmont	0

---

Signature

---

Date





Employment Application | Submitted: 30-Mar-2023

AAA

Doug Andrews

(206) 992-3236  
 andrews7745@gmail.com  
 PO Box 98799  
 Des Moines, WA 98198  
 United States

Des Moines Citizens Advisory Committee

Job Location - Des Moines, WA  
 Department - Administration  
 Source - City of Des Moines Washington Website

Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

There are no files uploaded for this applicant.

Text Only Resume

No Text Only Resume on File

Admin Uploaded Files

There are no admin uploaded files for this applicant.

Job Questions

Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	Open		
Can you attend evening meetings? *	Yes	0	

Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	Open - I understand there will be quarterly meetings	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	None	
Please list any related professional and or community activities that you are involved in. *	Past Commodore of TTPYC and serve on the board of DMMA	
Why do you wish to serve in this capacity and what can you contribute? *	I have been a tenant in the marina since 1985. I feel my experience as a boater a tenant and b retired business man my be able to contribute in many areas.	
Would you consider being an alternate? *	Yes	0
How do you communicate with your neighbors? *	With a SMILE	
What current issues are you most interested in? *	Alternate along side Kersten Hubbard representing the interests of the marina and the tenants.	
Please select from the list below which neighborhood you live in. *	Marina Tenant	0

---

 Signature

---

 Date



## Employment Application | Submitted: 06-Mar-2023

AAA

### Eleanor Duggar

☎ (206) 878-5449  
 ✉ eduggar11@gmail.com  
 🏠 816 s 216 ST apt TC106  
 Des Moines, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - City of Des Moines Washington Website

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

---

There are no files uploaded for this applicant.

### Text Only Resume

---

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	04/01/2023		
Can you attend evening meetings? *	Yes	0	

Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	No	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	6 hrs	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	No but I was asked to serve on this committee by Pat Nardo.	
Please list any related professional and or community activities that you are involved in. *	Daughters of the American Revolution, Wesley Cottagers Association	
Why do you wish to serve in this capacity and what can you contribute? *	I have lived here for over 20 years and know many people who live in the city. I hope to be able to contribute hew ideas while keeping Waterland an unique city	
Would you consider being an alternate? *	Yes	0
How do you communicate with your neighbors? *	In person, on phone, with email.	
What current issues are you most interested in? *	City planning, and Transportation	
Please select from the list below which neighborhood you live in. *	Central Des Moines	0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Employment Application | Submitted: 24-Mar-2023

AAA

### Heidi Wahlstrom

☎ (360) 831-5612  
 ✉ dwahlstrom4@gmail.com  
 🏠 26485 Marine View Drive S.  
 Des Moines, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Other - inquired last year before there was a committee

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

#### File Name

#### Link

Dan Wahlstrom Resume 2023.doc

🔍 Preview

Download

#### Text Only Resume

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		

<b>Date available for appointment to committee: *</b>	4/1/23	
<b>Can you attend evening meetings? *</b>	Yes	0
<b>Can you attend daytime meetings? *</b>	No	0
<b>Can you attend weekend meetings? *</b>	Yes	0
<b>Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *</b>	6	
<b>Have you previously served or are you currently on one of the City of Des Moines committees? *</b>	No	0
<b>If yes, please list the committee(s) below: *</b>	NA	
<b>Please list any related professional and or community activities that you are involved in. *</b>	Officer for the Des Moines Yacht Club Board Member for the Woodmont Country Club	
<b>Why do you wish to serve in this capacity and what can you contribute? *</b>	I grew up in the Des Moines area, attended Mount Rainier HS, moved away and recently returned. I am passionate about the issues surrounding our area and I will be a voice for the Woodmont community and Des Moines Yacht Club.	
<b>Would you consider being an alternate? *</b>	Yes	0
<b>How do you communicate with your neighbors? *</b>	Email, Text, person to person	
<b>What current issues are you most interested in? *</b>	Crime, Traffic Safety, Airplane Noise, Marina Development	
<b>Please select from the list below which neighborhood you live in. *</b>	Woodmont	0

4/6/23, 12:34 PM

Wahlstrom, Heidi

Signature

Date



## Employment Application | Submitted: 10-Mar-2023

AAA

### Justin Verzosa

☎ (206) 240-5663  
 ✉ verzosacap@yahoo.com  
 🏠 317 South 216th Street  
 Des Moines, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Other - Co Worker Keith Weir

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

#### File Name

#### Link

98683015 - uploaded resume.doc

🔍 Preview

Download

#### Text Only Resume

This was my resume prior to getting my current position as Staff Organizer/Community Outreach in August of 2022 for the Union I was Interning at IBEW Local 46

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	



If no, please list the City in which you currently live.	This question was not answered.	
Date available for appointment to committee: *	anytime	
Can you attend evening meetings? *	Yes	0
Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	8	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	no	
Please list any related professional and or community activities that you are involved in. *	Community Outreach Advocate for Marginalized Communities with respect to the Electrical Construction Industry	
Why do you wish to serve in this capacity and what can you contribute? *	I am a Union Business Agent for an International Union with over 750 thousand members IBEW and i now reside in the beautiful city of Des Moines by the water and i grew up in Seattle. I want to see our neighborhood flourish for years to come	
Would you consider being an alternate? *	Yes	0
How do you communicate with your neighbors? *	walk up and talk to them, and by phone	
What current issues are you most interested in? *	learning how we can advance the well being of the residents of the North Hill neighborhood and surrounding areas	
Please select from the list below which neighborhood you live in. *	North Hill	0

4/6/23, 12:27 PM

Verzosa, Justin

---

Signature

---

Date



Employment Application | Submitted: 14-Mar-2023

AAA

**Kersten Hubbard**

☎ (206) 992-9986  
 ✉ tkrhubbard@msn.com  
 🏠 18610 Marine View Dr SW  
 Normandy Park, WA 98166  
 United States

**Des Moines Citizens Advisory Committee**

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Other - Email

**Resume**

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

There are no files uploaded for this applicant.

**Text Only Resume**

No Text Only Resume on File

**Admin Uploaded Files**

There are no admin uploaded files for this applicant.

**Job Questions**

**Citizens Advisory Committee | Score Total - 0**

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	No	0	
If no, please list the City in which you currently live.	Normandy Park		
Date available for appointment to committee: *	03/15/23		
Can you attend evening meetings? *	Yes	0	

Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	20	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	N/a	
Please list any related professional and or community activities that you are involved in. *	Member of TTPYC Tenant ofDM Marina >25 years Member of DMMA	
Why do you wish to serve in this capacity and what can you contribute? *	As a long-time local resident and marina tenant, I can provide a community and tenant's perspective.	
Would you consider being an alternate? *	Yes	0
How do you communicate with your neighbors? *	Verbal/email/ text. Monthly TTPYC meetings and ad box emails	
What current issues are you most interested in? *	Marina development plans	
Please select from the list below which neighborhood you live in. *	Marina Tenant	0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Employment Application | Submitted: 06-Mar-2023

AAA

### Linda R Thompson

☎ (206) 790-4685  
 ✉ Lynn1204@aol.com  
 🏠 21634 14th Ave S #C4  
 Des Moines, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - City of Des Moines Washington Website

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

#### File Name

#### Link

Linda resume updated 03062023.doc

🔍 Preview

Download

#### Text Only Resume

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		

<b>Date available for appointment to committee: *</b>	when needed	
<b>Can you attend evening meetings? *</b>	Yes	0
<b>Can you attend daytime meetings? *</b>	Yes	0
<b>Can you attend weekend meetings? *</b>	Yes	0
<b>Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *</b>	up to 30	
<b>Have you previously served or are you currently on one of the City of Des Moines committees? *</b>	No	0
<b>If yes, please list the committee(s) below: *</b>	no	
<b>Please list any related professional and or community activities that you are involved in. *</b>	Board of Directors VP - Soundridge Condominiums	
<b>Why do you wish to serve in this capacity and what can you contribute? *</b>	34 years with the City of Seattle - Seattle Public Utilities and Seattle Information Technology experience in Customer Service, Information Technology both as a manager. Experience with Solid Waste, Water and Drainage and Waste water and Field Operations Retired from the City in 2022	
<b>Would you consider being an alternate? *</b>	Yes	0
<b>How do you communicate with your neighbors? *</b>	verbally and in writing	
<b>What current issues are you most interested in? *</b>	Improving communication external and internal, finding efficiencies in process and financial	
<b>Please select from the list below which neighborhood you live in. *</b>	Central Des Moines	0

---

Signature

---

Date



## Employment Application | Submitted: 19-Mar-2023

AAA

### Lloyd Lytle

☎ (323) 605-5548  
 ✉ lloydelytle@gmail.com  
 🏠 23929 Marine View Dr. S.  
 Seattle, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Other - Another Des Moines Citizen  
 recommended I apply

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

File Name	Link
Lytle_Lloyd_Des_Moines_Resume.docx	<input type="button" value="Q Preview"/> <input type="button" value="Download"/>

### Text Only Resume

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		



<b>Date available for appointment to committee: *</b>	3/19/23	
<b>Can you attend evening meetings? *</b>	Yes	0
<b>Can you attend daytime meetings? *</b>	Yes	0
<b>Can you attend weekend meetings? *</b>	Yes	0
<b>Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *</b>	8 hours/month	
<b>Have you previously served or are you currently on one of the City of Des Moines committees? *</b>	No	0
<b>If yes, please list the committee(s) below: *</b>	N/A	
<b>Please list any related professional and or community activities that you are involved in. *</b>	Des Moines clean up, part of Salish Sea orca advocate community, SR3 supporter, Landmark on the Sound Preservation	
<b>Why do you wish to serve in this capacity and what can you contribute? *</b>	I love the City of Des Moines and would like to give back and help it stay a world class city and prosper.	
<b>Would you consider being an alternate? *</b>	Yes	0
<b>How do you communicate with your neighbors? *</b>	Talk and email.	
<b>What current issues are you most interested in? *</b>	Des Moines culture, environment, wildlife, prosperity	
<b>Please select from the list below which neighborhood you live in. *</b>	Zenith	0

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



Employment Application | Submitted: 05-Apr-2023

AAA

Lowell Waddill

(206) 890-9062  
 onetorope@aol.com  
 21825 31st Ave South  
 Des Moines, WA 98198  
 United States

Des Moines Citizens Advisory Committee

Job Location - Des Moines, WA  
 Department - Administration  
 Source - Source Not Assigned

Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

There are no files uploaded for this applicant.

Text Only Resume

No Text Only Resume on File

Admin Uploaded Files

There are no admin uploaded files for this applicant.

Job Questions

Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	Any time retired		
Can you attend evening meetings? *	Yes	0	

Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	40 hours	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	N/A	
Please list any related professional and or community activities that you are involved in. *	Want to help with the waterpark for the children and a parking Garage for the concert hall downtown, old movie theatre.	
Why do you wish to serve in this capacity and what can you contribute? *	I want to give back to the community, I've lived here for 35 years and want to help out anyway.Maybe even Money donation latter on this year..	
Would you consider being an alternate? *	Yes	0
How do you communicate with your neighbors? *	I talk to the all the time, and would love to communicate their concerns, be a spokesperson for them	
What current issues are you most interested in? *	the Children and growth of our community.	
Please select from the list below which neighborhood you live in. *	South Des Moines	0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Employment Application | Submitted: 27-Mar-2023

AAA

Mackenzie Meyers

(253) 880-4045  
 Quarterdeckmm@gmail.com  
 812 S 234th Pl  
 Des Moines, WA 98198-8113  
 United States

Des Moines Citizens Advisory Committee

Job Location - Des Moines, WA  
 Department - Administration  
 Source - Other - Matt Mahoney

Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

There are no files uploaded for this applicant.

Text Only Resume

No Text Only Resume on File

Admin Uploaded Files

There are no admin uploaded files for this applicant.

Job Questions

Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	May 5th		
Can you attend evening meetings? *	Yes	0	

Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	No	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	8hrs	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	N/A	
Please list any related professional and or community activities that you are involved in. *	N/A	
Why do you wish to serve in this capacity and what can you contribute? *	To provide a welcoming environment to the community, help create a place/city people would want to visit.	
Would you consider being an alternate? *	Yes	0
How do you communicate with your neighbors? *	In person	
What current issues are you most interested in? *	Community, and small business.	
Please select from the list below which neighborhood you live in. *	Zenith	0

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



## Employment Application | Submitted: 28-Mar-2023

AAA

### Magdalena Herrera

☎ (206) 769-2686  
 ✉ Mherrera@healthpointchc.org  
 🏠 1805 S 240th St  
 Des Moines, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Other

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

#### File Name

#### Link

2022 - Magda Herrera de Leon\_s resume - Copy.docx

🔍 Preview

Download

#### Text Only Resume

Magda Herrera de Leon

1805 S 240th St. Des Moines, WA 98198  
 magdaherreradeleon@gmail.com - 206-769-2686

Health care leader with 22 years of health care management experience in a variety of clinical settings. Extensive experience in operational leadership and administration management, reputation for excellence, high-quality work with a proven record of innovative and effective leadership. Strong commitment to organizational vision and mission and in alignment with our values. Serve as an organization ambassador in various events and venues, representing our organization and its work. Excellent communicator, passionate about sharing our story about what we do to ensure we provide great care for all.

Professional Experience :

July 2018- Present - HealthPoint Midway

Business Director, Organizational Change management, and Natural Medicine operations support.

Responsible for overall patient and staff experience in a health care center that provides medical, dental, complimentary, and integrative health - acupuncture, nutrition and natural medicine, behavioral health, and pharmacy services. Responsible for developing and maintaining excellent relationships within building community partners from Valley Cities Mental Health Counseling and King County Public Health. Accountable for overall center operations including financial stewardship. Lead the team with innovative thinking utilizing lean methodology to allow ideas for improvement to come from the team. Responsible for overall operations of the Thomas Jefferson school-based health center that recently opened its doors.

As the operations support for our CIH program I strive to provide all natural medicine services at our 11 locations and 5 school-based centers, and provide support and guidance to the team, while working on expanding the team. As our organization's change manager particularly for the Catalyst project (enterprise data warehouse) my job is to support the change with a focus on the people going through the change.

July 2013- June 2018 - HealthPoint Midway

Health Center Manager duties include budgeting, tracking, and abiding to budget, track visit productivity to match or surpass budgeted visits. Recruiting, Hiring, Training, Coaching of medical providers, nursing, administrative and support staff. Quality Improvement activities, apply lean methodology and PDSA (Plan, Do, Study, Act) method for the implementation of changes. Create and maintain medical provider schedules, prepare bi-weekly payroll, host and run diverse meetings such as provider team, site, and care team meetings. Work collaborative with pharmacy, dental and community partners such as King County Public Health (WIC and MSS) as well as Valley Cities Counseling (Mental Health, Chemical Dependency, etc.) Serve as a liaison between managers and Nurses team for all HealthPoint medical clinics; Additional duties include Natural Medicine Manager for 13 providers across our system.

November 2010 to June 2013 - HealthPoint Federal Way

As a Health Center Manager my job consisted of the overall management of daily operations of a busy clinic that provided family medicine, pediatrics, obstetrics, and natural medicine practice, a total of 10 medical providers. Responsibilities included, preparing, tracking, and abiding to yearly budget, recruiting, hiring, training, coaching, and addressing personnel issues, quality improvement activities, daily use, and implementation of lean methodology, as well as creating provider's scheduling templates and maintaining provider productivity.

April 2009 to October 2010 - HealthPoint Extended Access Clinic

As a Front Office Representative my job consisted of providing great customer service to patients that seek urgent medical attention. I also served as an interpreter English Spanish for those patients that had difficulty communicating. I helped create a patient survey that has been used to gather data to be used for reporting to grantors and to prove that the objective of the extended access clinic has been met. I also help put together a monthly report that includes not only the results of the patient survey but also a list of ER follow ups seen at the clinic, as well as the number of faxes received by local emergency room as well as other nearby emergency departments.

March 2003 to June 2009 - Sea Mar Des Moines Recovery Center and Renacer Youth Treatment

Program Manager job consisted of the overall supervision of program operations, including the hiring, training, and retaining of employees, attending weekly community meetings with patients, staff schedules for three shifts, conduct staff trainings and meetings, health and safety drills, prepared monthly audits and weekly reports as requested by department head and state contract manager.

Some achievements during this job were the successful implementation of systems and operations that were then established as the standard for other Sea Mar treatment centers, such as increasing staff retention, maintaining facilities at full capacity, which resulted in increased revenue and the addition of intensive inpatient services, improved core curriculum of the program and raised the staff, patients and their families' awareness and knowledge of dialectical behavioral therapy (DBT) .

I also served as a companywide electronic health records trainer and on the transition from paper records to electronic records, as well as helping open new medical clinics and train new management staff on all aspects of medical operations.

In 2009 I was recognized as Manager of the year I received an Award for Excellence, Outstanding Contributions, and Dedicated Service to the Community.

May 2002 to March 2003 - Sea Mar Community Health Centers

As a Front Office Supervisor, my job consisted of the direct supervision of our Front Desk, Medical Records and Managed Care departments, plus, Medical Reception and switchboard; A total of 17 employees. I produced a weekly report of operations and collection, also prepared weekly staff schedules and lead the weekly staff meetings to assist in the improvement of operations. During the time I had the above-mentioned position, I lowered patient complaints and increased the collection rate from 60% to an average of 95%.

In the temporary absence of a Clinic Manager, I assisted with supervision of other employees from several departments, and other Clinic Manager related activities such as recruitment and training, preparation of monthly clinic and call schedules for 22 health care providers and QI audits.

November 2001 to April 2002- Sea Mar Community Health Centers

As a Residency Coordinator/Medical Secretary, my job consisted of coordinating the Family Medicine Residency program in conjunction with Providence/Swedish Hospital Residency and the University of Washington.

Other duties included preparation of clinic schedules for residents; file maintenance, coordination of interviewing and hiring process for new residents and weekly productivity reports.

Medical Secretary my duties consisted of CME tracking and filing, initial provider recruitment, coordination of various meetings, transcribing minutes, translating medical forms from English to Spanish, monthly updating of the Medical Department Policies and Procedure Manual, as well as direct assistance to the Medical Department coordinator to maintain and develop all credentialing files. Prepare and create schedules & evaluations for the medical students and coordinate the International Exchange Program and provide support for the Medical & Clinical Directors & Clinic Manager. I also have experience in JCAHO preparation.



During this year I was nominated as 2001 Employee of the year and received an Award for Excellence, Outstanding Contributions, and Dedicated Service to the Community.

January 2000 to November 2000  
Sea Mar Community Health Centers

Unit Secretary - scheduling medical appointments for various doctors, our health educator and the WIC department, and doing reminder calls to patients. I also occasionally helped the front desk and the medical records department and assisted the Clinic Manager with the preparation and revision of the clinic's schedules.

January 1999 to July 1999 - C.C.C.I. (Consulting & Training in International Commerce)  
Guadalajara, Jalisco, México

As a regional manager, I hired and trained employees. I scheduled and prepared seminars for various companies dedicated to international commerce.

January 1999 to July 1999 - UNIVER (University of Veracruz) - Guadalajara, Jalisco, México

I was a teacher at university level. I taught Economics, Accounting and Sales

October 1994 to July 1999 - Mary Kay Cosmetics - Guadalajara, Jalisco, México

As a sales director, my job consisted in recruiting and training women as beauty consultants. Also, to create, prepare and organize events to promote our products and line of work. I held meetings in several important cities of the country to inspire, motivate and guide new recruits for their personal growth as well as for the overall growth of the company.

Note : I hold the national record for the youngest sales director in Mary Kay Mexico.

Other relevant experience -

Cookie Lee Jewelry 2006-2015

Direct sales of jewelry through home and office shows as well as online. Was part of the Hispanic Advisory Board and had over 250 consultants in several states, held monthly meetings and ongoing coaching to team members to help them achieve their potential, was one of the top sales directors and earned 6 international trips while working with the company.

Education :

August 1993 to January 1999

Universidad Autónoma de Guadalajara (UAG)

Guadalajara, Jalisco, México

I received my degree as a Public Accountant. (L.C.P.)

Professional References :

Jack Slowriver (360) 808-4400

HealthPoint

Regional Director of Operations

jslowriver@healthpointchc.org

Kathrina Westby-Sharman (206) 913-8171

HealthPoint

VP Patient Experience and Operations

kwestby-sharman@healthpointchc.org

Vanessa Mapp

(253) 380-3639

HealthPoint  
Site Manager

vmapp@healthpointchc.org

## Admin Uploaded Files

There are no admin uploaded files for this applicant.

## Job Questions

### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	anytime		
Can you attend evening meetings? *	Yes	0	
Can you attend daytime meetings? *	Yes	0	
Can you attend weekend meetings? *	Yes	0	
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	4-6 hours		
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0	
If yes, please list the committee(s) below: *	no		
Please list any related professional and or community activities that you are involved in. *	Employed by HealthPoint (a Health Care organization), formerly the business director for the Midway location in the city of Des Moines.		
Why do you wish to serve in this capacity and what can you contribute? *	To give back to my city where I have lived in for 22 years. I can contribute a view of someone that has lived and worked in the		

	city for a long time, the view of a Hispanic/Latina woman and mom	
Would you consider being an alternate? *	Yes	0
How do you communicate with your neighbors? *	in person, Facebook and other local virtual workgroups, at kids school, etc.	
What current issues are you most interested in? *	ways to keep our youth engaged in healthy and local activities, connect with other ethnic groups in the city, how would the light rail extension will change our city,etc.	
Please select from the list below which neighborhood you live in. *	South Des Moines	0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Employment Application | Submitted: 08-Mar-2023

AAA

Marnie Sevores

(206) 683-4217  
 sevores@comcast.net  
 22018 13th Avenue S  
 Des Moines, WA 98198  
 United States

Des Moines Citizens Advisory Committee

Job Location - Des Moines, WA  
 Department - Administration  
 Source - Facebook

Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

There are no files uploaded for this applicant.

Text Only Resume

No Text Only Resume on File

Admin Uploaded Files

There are no admin uploaded files for this applicant.

Job Questions

Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	3/8/2023		
Can you attend evening meetings? *	Yes	0	

Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	As many as necessary	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	No	
Please list any related professional and or community activities that you are involved in. *	Des Moines Elementary PTSA board member. Pacific Middle School Band board member. SHNLL board member Destination Des Moines Board Member WA state District 7 Little League Biard members Employed by SAP Concur	
Why do you wish to serve in this capacity and what can you contribute? *	I have lived in Des Moines since 2000. I'm interested in bringing people to Des Moines. I'm interested in getting the word out on what is happening in our city. I am an effective communicator. I'm technically savvy. I attend numerous activities and businesses in Des Moines.	
Would you consider being an alternate? *	Yes	0
How do you communicate with your neighbors? *	In person, text, Facebook.	
What current issues are you most interested in? *	Bringing new business to town. Supporting existing businesses. Communication. Beautification.	
Please select from the list below which neighborhood you live in. *	Central Des Moines	0

---

Signature

---

Date



## Employment Application | Submitted: 19-Mar-2023

AAA

MaryEllen Laird



United States

Des Moines Citizens Advisory Committee

Job Location - Des Moines, WA

Department - Administration

Source - Other - Mayor Matt Mahoney

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

#### File Name

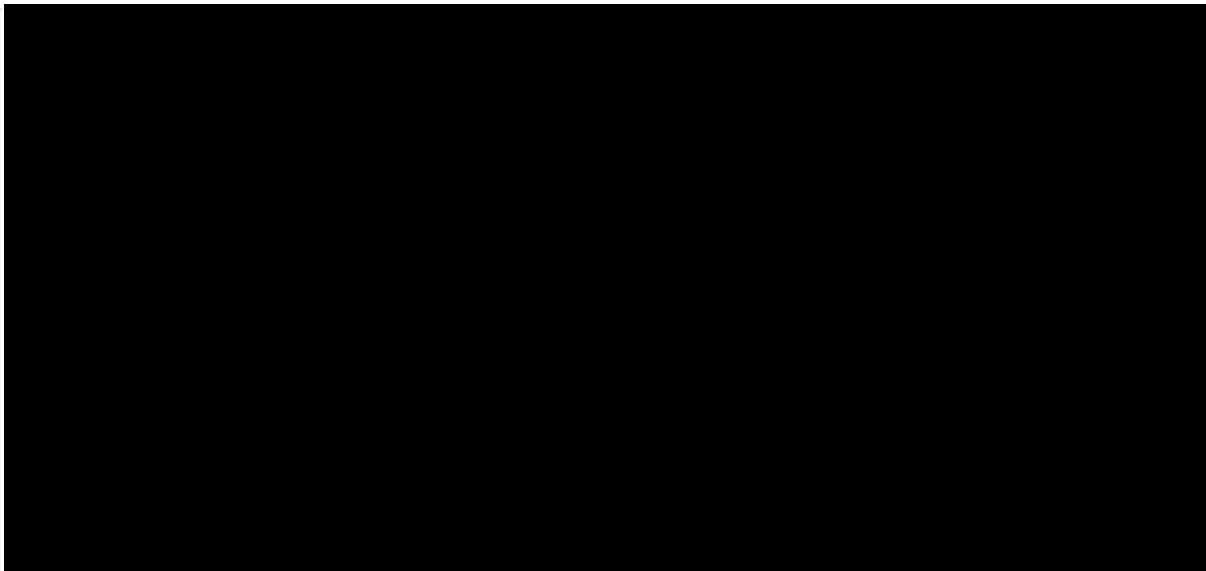
#### Link

98838491 - uploaded resume.doc

[Preview](#)

[Download](#)

#### Text Only Resume





## Admin Uploaded Files

There are no admin uploaded files for this applicant.

## Job Questions

### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	Immediately		
Can you attend evening meetings? *	Yes	0	
Can you attend daytime meetings? *	Yes	0	
Can you attend weekend meetings? *	Yes	0	
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	As many as necessary to be a successful committee member.		
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0	
If yes, please list the committee(s) below: *	N/A		
Please list any related professional and or community activities that you are involved in. *	I'm currently participating in the Des Moines Police Department's Community Academy.		
Why do you wish to serve in this capacity and what can you contribute? *	I've lived in Des Moines since 1987 and care about my city. I am retired and find that I have time available to contribute to the community. I have 40 plus years working for		



	governmental agencies, where I served the public and I understand how government works. I try to be collaborative and look for the win/win solutions to issues.	
<b>Would you consider being an alternate? *</b>	Yes	0
<b>How do you communicate with your neighbors? *</b>	Verbally and through Facebook	
<b>What current issues are you most interested in? *</b>	Attracting new businesses, retaining current businesses, keeping our citizens safe, increase our high school graduation rate.	
<b>Please select from the list below which neighborhood you live in. *</b>	Central Des Moines	0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Employment Application | Submitted: 04-Apr-2023

AAA

Morgan Hicks

(206) 697-4623  
 hmhknitter@gmail.com  
 20410 9th Avenue South  
 Des Moines, WA 98198  
 United States

Des Moines Citizens Advisory Committee

Job Location - Des Moines, WA  
 Department - Administration  
 Source - Other - Conversation with a council member

Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

There are no files uploaded for this applicant.

Text Only Resume

No Text Only Resume on File

Admin Uploaded Files

There are no admin uploaded files for this applicant.

Job Questions

Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	May 15, 2023. I'm out of town for 3 weeks starting Apr 10 .		
Can you attend evening meetings? *	Yes	0	

Can you attend daytime meetings? *	No	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	Whatever it takes to get a job done.	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	None at this time.	
Please list any related professional and or community activities that you are involved in. *	Des Moines business owner, 15 yrs. On and off activities over these years.	
Why do you wish to serve in this capacity and what can you contribute? *	Guiding and giving voice to the changing vision for Des Moines' future is important to me.	
Would you consider being an alternate? *	Yes	0
How do you communicate with your neighbors? *	Facebook, e-mail, visits, roundtable at my store	
What current issues are you most interested in? *	Balance, economy, creativity, security, and civility in our community and futures	
Please select from the list below which neighborhood you live in. *	North Hill	0

\_\_\_\_\_

Signature

\_\_\_\_\_

Date



## Employment Application | Submitted: 21-Mar-2023

AAA

### Noah Pawlowski

☎ (206) 455-0822  
 ✉ noahpawlowski04@gmail.com  
 🏠 1034 s 262nd pl  
 Des Moines, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Employee Referral - Referred by Matt Mahoney

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

File Name	Link
Noah Pawlowski Private Resume.pdf	<input type="button" value="Q Preview"/> <input type="button" value="Download"/>

### Text Only Resume

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		

<b>Date available for appointment to committee: *</b>	3/31 before noon	
<b>Can you attend evening meetings? *</b>	Yes	0
<b>Can you attend daytime meetings? *</b>	Yes	0
<b>Can you attend weekend meetings? *</b>	Yes	0
<b>Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *</b>	As many hours as necessary	
<b>Have you previously served or are you currently on one of the City of Des Moines committees? *</b>	No	0
<b>If yes, please list the committee(s) below: *</b>	N/A	
<b>Please list any related professional and or community activities that you are involved in. *</b>	Previous intern for Matt Mahoney, mayor. Organizer and participant of waterland parade 2021.	
<b>Why do you wish to serve in this capacity and what can you contribute? *</b>	I wish to serve in this capacity because I have prior experience working with the Des Moines City Council and in community outreach. Residents deserve committee members who are literate in the role of municipal government and are willing and able to spread information logically and in an unbiased fashion. I know and care about Des Moines, and want to be able to help guide its path as it evolves and changes over time.	
<b>Would you consider being an alternate? *</b>	Yes	0
<b>How do you communicate with your neighbors? *</b>	I communicate with my neighbors through interpersonal communication, as well as through phone call, text, and social media	
<b>What current issues are you most interested in? *</b>	Marina reconstruction, economic development, public safety, and council rules reform	
<b>Please select from the list below</b>	Woodmont	0

which neighborhood you live in. \*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Employment Application | Submitted: 24-Mar-2023

AAA

### Patricio Mendoza

☎ (206) 370-9326  
 ✉ patricio@eccomputer.com  
 🏠 1632 S. 250th street  
 Des Moines, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Other - City Mayor

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

#### File Name

#### Link

Patricio Mendoza Resume 2023 wiht Reference .pdf

🔍 Preview

Download

### Text Only Resume

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		

<b>Date available for appointment to committee: *</b>	any	
<b>Can you attend evening meetings? *</b>	Yes	0
<b>Can you attend daytime meetings? *</b>	Yes	0
<b>Can you attend weekend meetings? *</b>	Yes	0
<b>Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *</b>	as need it	
<b>Have you previously served or are you currently on one of the City of Des Moines committees? *</b>	Yes	0
<b>If yes, please list the committee(s) below: *</b>	human services	
<b>Please list any related professional and or community activities that you are involved in. *</b>	rotary club	
<b>Why do you wish to serve in this capacity and what can you contribute? *</b>	long time resident i may had an opinion that will help	
<b>Would you consider being an alternate? *</b>	No	0
<b>How do you communicate with your neighbors? *</b>	no that much	
<b>What current issues are you most interested in? *</b>	safety	
<b>Please select from the list below which neighborhood you live in. *</b>	Zenith	0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





Employment Application | Submitted: 07-Mar-2023

AAA

**Paul Gustafson**

(509) 979-5513  
 paul.e.gustafson@ehi.com  
 724 S 231st ST  
 Des Moines, WA 98198  
 United States

**Des Moines Citizens Advisory Committee**

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Other - n/a

**Resume**

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

There are no files uploaded for this applicant.

**Text Only Resume**

No Text Only Resume on File

**Admin Uploaded Files**

There are no admin uploaded files for this applicant.

**Job Questions**

**Citizens Advisory Committee** | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	3/7/23		
Can you attend evening meetings? *	Yes	0	

Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	5	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	n/a	
Please list any related professional and or community activities that you are involved in. *	National Leadership Council for my employer Young Life Committe Member (former)	
Why do you wish to serve in this capacity and what can you contribute? *	Having recently moved back into the area I am interested in taking an active role in my new community.	
Would you consider being an alternate? *	Yes	0
How do you communicate with your neighbors? *	face to face and text are the most common methods of communication.	
What current issues are you most interested in? *	city growth and public safety	
Please select from the list below which neighborhood you live in. *	Zenith	0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Employment Application | Submitted: 27-Mar-2023

AAA

### Randy Williams

☎ 1 (206) 387-6749  
 ✉ helioxccr@gmail.com  
 🏠 27030 15th Ave S  
 Des Moines, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Employee Referral - Asked by Mayor Mahoney to apply

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

---

There are no files uploaded for this applicant.

### Text Only Resume

I've resided in Des Moines, WA since Sept of 2009. I am a homeowner with my wife, Randi Weinstein.

I owned a diving business since 2002. Merged with Tacoma Scuba in 2010. I am certified dive instructor for technical deep and mixed gas dive operations.

Retired now. I have worked as a volunteer marine tech/diver at the Marine Science & Technology Center, Highline College in Redondo since 2009.

I am currently the Vice President of a registered non-profit environmental program called, Washington Scuba Alliance. Our goal is to teach marine ecology, promoting advocacy, education and conservation for Washington waters.

I served in the US Coast Guard for over 20 years as a Marine Science Technician and diver. Now retired since 1997.

Prior to returning to Washington, I was stationed in the Florida Keys. I supported operations of the NOAA Underwater Lab, "Aquarius" as a support diver and electronics tech.

Spent a number of years aboard various USCG ships and Marine Safety Office, Puget Sound.

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

## Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	Anytime		
Can you attend evening meetings? *	Yes	0	
Can you attend daytime meetings? *	Yes	0	
Can you attend weekend meetings? *	Yes	0	
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	2-4 hours per month		
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0	
If yes, please list the committee(s) below: *	None before		
Please list any related professional and or community activities that you are involved in. *	VP of Washington Scuba Alliance. A registered non profit program, A long time volunteer with Highline College MaST Center at Redondo. Military retiree, USCG.		
Why do you wish to serve in this capacity and what can you contribute? *	I do believe in the need for citizen involvement to help our own neighborhoods.		
Would you consider being an alternate? *	Yes	0	
How do you communicate with your neighbors? *	Generally by talking to them directly.		
What current issues are you most interested in? *	Crime issues, environmental issues. Taxes being a hit to us as senior homeowners.		

Please select from the list below  
which neighborhood you live in. \*

South Des Moines

0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Employment Application | Submitted: 15-Mar-2023

AAA

### Richard Laycock

☎ 1 (206) 948-7426  
 ✉ maverick864@comcast.net  
 🏠 1105 s Rainbow Ln  
 Seattle, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Other - Neighbor

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

File Name	Link
2020_Regular_Resume_Citizen_Advisory.docx	<input type="button" value="Q Preview"/> <input type="button" value="Download"/>

### Text Only Resume

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		

<b>Date available for appointment to committee: *</b>	Anytime	
<b>Can you attend evening meetings? *</b>	Yes	0
<b>Can you attend daytime meetings? *</b>	Yes	0
<b>Can you attend weekend meetings? *</b>	Yes	0
<b>Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *</b>	5-10 hours	
<b>Have you previously served or are you currently on one of the City of Des Moines committees? *</b>	No	0
<b>If yes, please list the committee(s) below: *</b>	No	
<b>Please list any related professional and or community activities that you are involved in. *</b>	Coached Premier Soccer for the Highline area 1998-2011. Volunteered at Des Moines Fire District 26 1985-1992. I am currently a professional Firefighter with another District near the area. I am active with the current Zone-3 Fire Cadet Program in the area. I support businesses in the Des Moines area by conducting my professional and recreational activities within the City.	
<b>Why do you wish to serve in this capacity and what can you contribute? *</b>	I will be retiring in a couple months and would like to get more involved in the City where I have lived, attended High School, raised my children and supported businesses for the last 45 years.	
<b>Would you consider being an alternate? *</b>	Yes	0
<b>How do you communicate with your neighbors? *</b>	Personal one on one conversations mostly.	
<b>What current issues are you most interested in? *</b>	Future vision of the City to Flourish with changing times yet try to establish a collaboration between improvements and maintaining the Des Moines feel.	

Please select from the list below  
which neighborhood you live in. \*

Central Des Moines

0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





## Employment Application | Submitted: 15-Mar-2023

AAA

### Ryan Bowering

☎ 1 (206) 251-6056  
 ✉ ryanbowering@hotmail.com  
 🏠 19328 4th Ave S  
 Des Moines, WA 98148  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Facebook

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

#### File Name

#### Link

Ryan Bowering Resume 2022.pdf

🔍 Preview

Download

#### Text Only Resume

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		

<b>Date available for appointment to committee: *</b>	3/6/23	
<b>Can you attend evening meetings? *</b>	Yes	0
<b>Can you attend daytime meetings? *</b>	No	0
<b>Can you attend weekend meetings? *</b>	Yes	0
<b>Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *</b>	my ability to donate time is flexible based on value and need, but I could devote at least 4-8 hours/month and more at times if needed or valuable.	
<b>Have you previously served or are you currently on one of the City of Des Moines committees? *</b>	No	0
<b>If yes, please list the committee(s) below: *</b>	N/A	
<b>Please list any related professional and or community activities that you are involved in. *</b>	I work with local businesses on behalf of King County	
<b>Why do you wish to serve in this capacity and what can you contribute? *</b>	interest in local government and possibly eventually pursuing an elected position	
<b>Would you consider being an alternate? *</b>	Yes	0
<b>How do you communicate with your neighbors? *</b>	face to face, facebook	
<b>What current issues are you most interested in? *</b>	long term growth and modernization, balance of greenspace and development, air quality, environmental protection, infrastructure resilience, the arts	
<b>Please select from the list below which neighborhood you live in. *</b>	North Hill	0

4/6/23, 12:31 PM

Bowering, Ryan

Signature

Date



Employment Application | Submitted: 18-Mar-2023

AAA

**Ryan Crompton**

☎ (480) 457-0834  
 ✉ rwccorps@gmail.com  
 🏠 27044 10th Ave S  
 Des Moines, WA 98198  
 United States

**Des Moines Citizens Advisory Committee**

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Other - Website

**Resume**

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

There are no files uploaded for this applicant.

**Text Only Resume**

No Text Only Resume on File

**Admin Uploaded Files**

There are no admin uploaded files for this applicant.

**Job Questions**

**Citizens Advisory Committee** | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	3/18/2023 or later		

Can you attend evening meetings? *	Yes	0
Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	10-20 hours a month	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	None	
Please list any related professional and or community activities that you are involved in. *	I currently work for Blue Origin in Kent as the Senior Manager of Integrated Vehicle Testing and Operations for New Glenn. In the past I have worked for Boeing on next generation and sustainable/green aircraft programs.	
Why do you wish to serve in this capacity and what can you contribute? *	Des Moines has so much potential and as a younger member of the community I'd like it to be realized so my family and I can happily live here for decades to come. I have seen the great progress made and momentum built in the last 5 years around the downtown and marina/parks development and I'd like to help out where I can to build and accelerate that momentum to continue to move our city towards a better future. I believe I can contribute by bringing my experience running for-profit and volunteer teams, by being a strong verbal and written communicator, by sharing my significant technical knowledge on electric/sustainable technologies, by sharing my viewpoints as a younger community member, and with my huge passion for making Des Moines better.	
Would you consider being an alternate? *	Yes	0

**How do you communicate with your neighbors? \***

My wife and I frequently talk with our neighbors while out on walks with our dog in Woodmont or down at the Marina. In addition, our neighborhood puts on many community events which we have helped host and frequently attend. These are great opportunities to catch up and developments in Des Moines are frequent topics of conversation. I've also started attending city council meetings and am trying to engage more with the people, like Peter Philips, that the city is working with to move major projects forward.

**What current issues are you most interested in? \***

I am very interested in the Marina and downtown development, light rail transit oriented development at the two new stations that border Des Moines, community safety, city branding/identity development (as in Poulsbo=viking city, Port Townsend=coastal beauty and whale watching, etc.), and sustainability/electrification readiness of the city.

**Please select from the list below which neighborhood you live in. \***

Woodmont

0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Employment Application | Submitted: 03-Apr-2023

AAA

### Scott Bergstedt

☎ (509) 432-3682  
 ✉ sjbergstedt@gmail.com  
 🏠 12255 15th Ave SW  
 Burien, WA 98146  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Other - email

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

File Name	Link
Resume 02-19-23.doc	<input type="button" value="Q Preview"/> <input type="button" value="Download"/>

### Text Only Resume

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	No	0	
If no, please list the City in which you currently live.	Burien		

<b>Date available for appointment to committee: *</b>	Immediately	
<b>Can you attend evening meetings? *</b>	Yes	0
<b>Can you attend daytime meetings? *</b>	Yes	0
<b>Can you attend weekend meetings? *</b>	Yes	0
<b>Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *</b>	15	
<b>Have you previously served or are you currently on one of the City of Des Moines committees? *</b>	No	0
<b>If yes, please list the committee(s) below: *</b>	no committees	
<b>Please list any related professional and or community activities that you are involved in. *</b>	Recently retired and looking for community activities to be involved in.	
<b>Why do you wish to serve in this capacity and what can you contribute? *</b>	I am a current tenant. I have a smaller boat and feel tenants with smaller boat need representation on the board. I feel I can offer insight and good judgement concerning the marina. I have been a boater since youth and thoroughly enjoy the puget sound and this area.	
<b>Would you consider being an alternate? *</b>	Yes	0
<b>How do you communicate with your neighbors? *</b>	Usually walk next door and talk but otherwise with text, email or call.	
<b>What current issues are you most interested in? *</b>	The benefits the marina provides to the area and the city. Helping to make this the best marina we can have.	
<b>Please select from the list below which neighborhood you live in. *</b>	Marina Tenant	0



4/6/23, 12:40 PM

Bergstedt, Scott

---

Signature

---

Date



## Employment Application | Submitted: 05-Apr-2023

AAA

### Stephanie Harris

(206) 949-5493  
 sjharr16@asu.edu  
 25104 11th ave south 25104 11th Ave S  
 Des moines, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Facebook

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

File Name	Link
CC letter of reference.pdf	<input type="button" value="Q Preview"/> <input type="button" value="Download"/>
Resume.docx	<input type="button" value="Q Preview"/> <input type="button" value="Download"/>

### Text Only Resume

STEPHANIE HARRIS

Phone: (206) 949-5493  
 Email: sjharr16@asu.edu

#### EDUCATION

Master of Forensic Psychology  
 Expected date of completion July 2023  
 Arizona State University, Tempe, AZ  
 Classes include both criminal justice and psychology courses, below are a select few that have been completed:

- PSY 545 Advanced Legal Psychology
- PSY 546 Advanced Forensic Psychology
- PSY 547 Correctional Psychology

- Arizona State University Certified Course Assistant for Undergraduate Psychology
  - o Psychology 101
  - o Developmental Psychology 341 - three classes
  - o Statistical Methods 330
  - o Psychology of Gender 385
- Arizona State University Certified Assistant for Graduate level Psychology
  - o Psychology 500 - two classes
  - o 2022 - Cold Case Symposium

Bachelor of Science in Psychology  
2021

Washington State University, Pullman, WA

- Presidential Honor Roll multiple terms
- Accumulative GPA 3.78
- Graduated Magna Cum Laude

#### PROFESSIONAL EXPERIENCE

Property Manager

July 2011 - Current

Highline Mobile Home Park - Federal Way, WA

- Process all documents: applications, leases, evictions, citations, construction approvals
- Maintain professional relationships with all members of the housing community
- Keep, maintain, and update written accounts for all members of the housing community
- Often working under deadlines and urgent matters
- Bookkeeping/Accounting duties
- Schedule appointments and work both for the property owner and/or maintenance crew

Crisis Text Line Counselor

January 2021 - Current

Crisis Text Line - Online Platform

- 30 hours of intensive training
- Quarterly training refreshers
- Experienced in helping people move from an intense moment to a calm outcome
- Helping people move through suicidal thoughts and/or actions
- Helping people with their crisis by offering support and/or resources

#### SKILLS

- Microsoft Office 360 - Word, Outlook, Excel, and PowerPoint
- Ability to work with people of all backgrounds and SES
- Certified Course Assistant
- Crisis Counselor Certification - January 2022
- Recognizing & Responding to Domestic Violence Training - October 2022

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	03-30-2023		
Can you attend evening meetings? *	Yes	0	
Can you attend daytime meetings? *	Yes	0	
Can you attend weekend meetings? *	Yes	0	
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	10		
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0	
If yes, please list the committee(s) below: *	N/A		
Please list any related professional and or community activities that you are involved in. *	Parkside PTA		
Why do you wish to serve in this capacity and what can you contribute? *	Bringing more children activities to des moines		
Would you consider being an alternate? *	Yes	0	
How do you communicate with your neighbors? *	I communicate with them well. Text, in-person conversations, facebook		
What current issues are you most interested in? *	Lack of children related activities in the South end		
Please select from the list below which neighborhood you live in. *	South Des Moines	0	

4/6/23, 12:41 PM

Harris, Stephanie

---

Signature

---

Date



Employment Application | Submitted: 29-Mar-2023

AAA

Sue-Lynn Yim

(206) 353-5914  
 yimslk@gmail.com  
 22429 10th Ave S  
 Des Moines, WA 98198  
 United States

Des Moines Citizens Advisory Committee

Job Location - Des Moines, WA  
 Department - Administration  
 Source - Other

Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

There are no files uploaded for this applicant.

Text Only Resume

No Text Only Resume on File

Admin Uploaded Files

There are no admin uploaded files for this applicant.

Job Questions

Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	June 1, 2023		
Can you attend evening meetings? *	Yes	0	

Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	20	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	N/A	
Please list any related professional and or community activities that you are involved in. *	I am recently retired from Boeing and am looking to get more involved in my community. I am a captain for my Neighborhood Block watch group attending meetings and distributing communication to my neighborhood.	
Why do you wish to serve in this capacity and what can you contribute? *	As a retired Boeing as a senior manager, I have much experience in program management, planning, budgeting, data analytics and dealing with human resource issues. I have lived in Des Moines for over 30 years, and have seen change, in some cases for the better, in other areas worse. I would like to contribute my experience to make it a better place.	
Would you consider being an alternate? *	Yes	0
How do you communicate with your neighbors? *	In-person and via email	
What current issues are you most interested in? *	Development in the Marina District, Crime along the Highway 99 corridor (and residual effects to other neighborhoods), Senior friendly services, Transportation issues (downtown watertaxi, transit options to light rail), Preserving parks and open spaces....keeping downtown walkable and enjoyable	

Please select from the list below  
which neighborhood you live in. \*

Marina District

0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





Employment Application | Submitted: 04-Mar-2023

AAA

**Susan White**

☎ (253) 670-6096  
 ✉ susanrdo@aol.com  
 🏠 28742 Redondo Beach Dr S  
 Des Moines, WA 98198  
 United States

**Des Moines Citizens Advisory Committee**

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Facebook

**Resume**

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

There are no files uploaded for this applicant.

**Text Only Resume**

No Text Only Resume on File

**Admin Uploaded Files**

There are no admin uploaded files for this applicant.

**Job Questions**

**Citizens Advisory Committee** | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	asap		
Can you attend evening meetings? *	Yes	0	

Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	6	
Have you previously served or are you currently on one of the City of Des Moines committees? *	Yes	0
If yes, please list the committee(s) below: *	Citizen's Advisory Committee, Human Resources Committee, Arts Commission, Senior Services	
Please list any related professional and or community activities that you are involved in. *	Former City Council Member	
Why do you wish to serve in this capacity and what can you contribute? *	I've been part of our community for over 40 years. I'm an effective communicator on behalf of our Redondo community to be part of the advisory board to represent concerns of our residents .	
Would you consider being an alternate? *	Yes	0
How do you communicate with your neighbors? *	in person or e-mail, social media	
What current issues are you most interested in? *	Top of the list: Safety	
Please select from the list below which neighborhood you live in. *	Redondo	0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Employment Application | Submitted: 30-Mar-2023

AAA

### Teri Chase

☎ (206) 498-4932  
 ✉ lionandpenguin1099@gmail.com  
 🏠 P.O. Box 98542  
 Des Moines, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Facebook

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

#### File Name

#### Link

Teri M. Chase Resume.pdf

🔍 Preview

Download

#### Text Only Resume

Teri M. Chase    lionandpenguin1099@gmail.com  
 206-498-4932    Des Moines, WA 98198

#### Paralegal

#### Summary

Talented legal professional, adept in managing discovery and litigation administration in support of attorney services across a diverse range of cases. Skilled in conducting legal research in coordination with the preparation of documentation. Able to effectively identify legal articles, codes, judicial decision and materials necessary to prepare written reports for all discovery activities. Expertise driving performance through internal training, and the application of best practices for team members. Success developing databases, proactively managing case information for all investigations utilized within a legal environment.

#### QUALIFICATIONS SUMMARY

Demonstrated expertise tracking impeachment disclosure materials in coordination with over 30 law enforcement agencies.

Adept in coordinating administrative services utilizing strong leadership skills to coach and mentor paralegals within a collaborative work environment.

Experience managing inter-departmental communications with assistant attorney generals, deputy prosecutors, advocates, law enforcement officers, defense attorneys, investigators, witnesses, and victims in providing accurate documentation supporting cases.

#### PROFESSIONAL EXPERIENCE

Attorney General of Washington, Seattle, WA 9/2021 - Present  
Paralegal 3- Supervisor

Coordinate and support paralegal services for the Social and Health Services Division including assignment of work to paralegals. Ensure that the paralegals comply with AGO and Division policies, and perform complex legal, technical and paralegal duties requiring a high degree of knowledge of legal concepts and issues.

Perform litigation support tasks to assigned attorneys and to other attorneys as needed.

Deliver quality coverage for other paralegals during workload peaks and absences.

Assist with strategic planning goals and recommendations related to succession planning.

Monitor paralegal professional development and recommend training and other skill development opportunities when needed and appropriate.

Consult with Human Resources as necessary to maintain current knowledge of statutes, policies and regulations concerning corrective actions and maintain fair and consistent application of such rules, policies and regulations.

King County Prosecuting Attorney's Office, Seattle, WA 3/2020 - 9/2021  
Paralegal

Maximize administrative support utilizing strong communications, and executive assistance to prosecuting attorneys within the Mainstream Early Plea Unit, Felony Trial Unit, and Homicide and Violent Crimes Unit. Manage inter-departmental communications with deputy prosecutors, advocates, law enforcement officers, defense attorneys, investigators, witnesses, and victims in providing accurate documentation supporting cases.

Delivered quality coverage and administrative support for the Western State Hospital Paralegal and the

Discovery Unit Paralegal in managing case work, documentation, and research associated with legal requirements.

Applied research techniques in securing the appropriate case materials utilized by defense council in criminal cases.

Established Interpreter Services throughout multiple organizational levels.

Effectively uploaded information into the case management system using Evidence.com.

Provided continuous process improvements in managing projects related to evidence collection and discovery for diverse cases.

King County Prosecuting Attorney's Office, Kent, WA 4/2014 - 3/2020  
Legal Services Supervisor

Delivered key oversight for 12 administrative staff within the Violent and Economic Crimes Unit, the Domestic Violence Unit, and the Special Assault and Sentencing Unit. Integrated leadership in effectively managing cross-functional teams under the Collective Bargaining Agreement between the county and the union. Applied equity and social justice across all aspects of workflow, designing and deploying innovative training programs for teams.

Coordinated communications with external partners, providing administrative support with civil commitment and court order documents.

Implemented constructive feedback for team members during performance issues.

Tracked the development of Potential Impeachment Disclosure materials in collaboration with over 30 law enforcement agencies throughout the county.

Applied strong leadership, training, and interpersonal skills in coaching and mentoring teams in achieving and surpassing organizational goals and objectives.

Identified best practices in proactively managing administrative environments.

King County Prosecuting Attorney's Office, Kent, WA 12/2013 - 4/2014  
Paralegal

Expedited initial and pretrial discovery for all criminal cases, assisting prosecuting attorneys assigned to the Mainstream Early Plea Unit with negotiations, and administrative services in support of private law firms and public defender associations.

Achieved the timely development and delivery of documentation and case materials for the defense counsel within criminal cases.

Independently organized and directed the administration of discovery information through copy, scan, bundle, and review.

Successfully assisted leadership with applying best practices in training, leading to improvements in employee performance aligned with regulatory compliance policies and procedures.

King County Prosecuting Attorney's Office, Seattle, WA 8/2011 - 12/2013  
Paralegal

Incorporated legal, and administrative support for up to 75 cases for the county, the Sexual Assault Resource Center, and the Seattle Police Department, providing quality assurance in the delivery of documentation for caseloads.

Delivered administrative support for four prosecuting attorneys within the Special Assault Unit through all phases of trial preparation, post-conviction, and post-sentencing.

Drafted and served subpoenas and additional documentation to external organizations.

Coordinated effective communications with the Department of Corrections and medical evaluators in designing reports for hearings.

Assisted in the initiation of a new strategic case management system utilizing throughout multiple office locations.

#### Additional Experience

Paralegal, King County Prosecuting Attorney's Office, Burien, WA ,9/2007 - 8/2011

Legal Secretary, King County Prosecuting Attorney's Office, Seattle, WA ,3/2006 - 9/2007

Family Law Court Coordinator, King County Superior Court, Kent, WA ,5/2004 - 3/2006

Dependency CASA Coordinator, King County Superior Court, Kent, WA ,12/2000 - 5/2004

Jury Clerk, King County Superior Court, Kent, WA ,2/1998 - 12/2000

#### EDUCATION

Associate of Applied Science, Paralegal Program  
Highline College Des Moines, WA

#### AFFILIATIONS

Program Manager, Member ,KC PAO Peer Support and Mentoring Steering Committee, 2017 - 2020

Member ,Food Frenzy Committee, 2015 - 2021

Member ,Labor Management Coalition, 2014 - 2021

#### PROFESSIONAL TRAINING

##### Leadership

Managing Stressed Employees

Foundations of Successful Supervision

Sexual Harassment Awareness for Managers

Domestic Violence Awareness for Managers and Supervisors

PH Leadership Institute : When and How Best to Conduct a Supervisor Investigation;

Epigenetic Stress Response;

FMLA Classifications/Comp

PH Leadership Institute : An Introduction to Coaching Leaders

Leading Through Values 301 : A Holistic Approach

Introduction to Peacemaking Circle : Point One North Consulting, LLC.

Value-Based Leadership 201 : A Holistic Approach

Developing Leadership Style

Value-Based Leadership 101 : A Holistic Approach

IPMA-HR Workshop : Introduction to Servant Leadership; Whole Person Hiring; The Brain

Science of Employee

Recognition

Mindful Leadership

Leadership Academy

Equity, Diversity, and Social Justice  
Expanding Disability Awareness and Reasonable Accommodation  
Getting to Diversity-A Focus on Racism, Psychology, and the Law  
Diversity, Equity and Inclusion Summit  
Neurodiversity  
Suicide and Prevention  
Inclusion and Belonging  
Generations at Work  
White Fragility  
PH Leadership Institute : Equity and Social Justice in Hiring  
Building a Racially Just King County  
Anti-Sexual Harassment, Nondiscrimination and Inappropriate Conduct  
Understanding Implicit Bias and the Impact of Racial Stereotyping  
Cultural Competence  
PAO Microaggressions Workshop  
The Heart of the Matter : Cognitive Capacity and Abuse of Elders and Adults with Disabilities

Change Management  
Performance Management  
Building Change Management and Effectiveness  
Introduction to Organizational Performance Management  
Stress Management  
Change Management for Leaders  
Managing Up

Employee Development  
Adult Mental Health First Aid  
Giving and Receiving Feedback  
Active Shooter Response and Situational Awareness  
Word Watch  
Leave Administration Overview for Supervisors  
Opportunities at Work : Igniting Employee Development  
Motivating for Success  
Open Source Intelligence Training  
Working with 4 Generations  
Strength Based Development  
How to Create a Culture of Engagement for Teams  
Being an Effective Team Member  
Coaching and Giving Feedback  
Conflict Resolution  
Nuts and Bolts Annual Conference  
Keys to Persuasion  
Dealing Positively with Difficult People  
Conflict Resolution for Supervisors  
Difficult Conversations

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

## Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	05/01/2023		
Can you attend evening meetings? *	Yes	0	
Can you attend daytime meetings? *	No	0	
Can you attend weekend meetings? *	Yes	0	
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	10		
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0	
If yes, please list the committee(s) below: *	n/a		
Please list any related professional and or community activities that you are involved in. *	Grandparents club at St. Vincent de Paul		
Why do you wish to serve in this capacity and what can you contribute? *	We need more community involvement. I have lived here for 19 years and have seen so much change. I have a strong legal background with great communication skills.		
Would you consider being an alternate? *	Yes	0	
How do you communicate with your neighbors? *	We have a Facebook page for our neighborhood.		
What current issues are you most interested in? *	the unhoused, increased crime, building up Des Moines		



Please select from the list below  
which neighborhood you live in. \*

South Des Moines

0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



Employment Application | Submitted: 29-Mar-2023

AAA

Thomas Smith

(206) 878-6220  
 n7goo@msn.com  
 23600 Marine View Drive S Apt 266  
 Des Moines, WA 98198  
 United States

Des Moines Citizens Advisory Committee

Job Location - Des Moines, WA  
 Department - Administration  
 Source - Other

Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

There are no files uploaded for this applicant.

Text Only Resume

No Text Only Resume on File

Admin Uploaded Files

There are no admin uploaded files for this applicant.

Job Questions

Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	3/30/2023		
Can you attend evening meetings? *	Yes	0	

Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	16	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	not served	
Please list any related professional and or community activities that you are involved in. *	Des Moines Marina Assoc.	
Why do you wish to serve in this capacity and what can you contribute? *	I have been with the Marina Assoc. for the last 12 years. Lived in Des Moines for the last 10 years.	
Would you consider being an alternate? *	Yes	0
How do you communicate with your neighbors? *	We have a monthly meeting.	
What current issues are you most interested in? *	Land use for residents. Marina changes.	
Please select from the list below which neighborhood you live in. *	Zenith	0

---

 Signature

---

 Date



Employment Application | Submitted: 09-Mar-2023

AAA

Toni Mills

(120) 653-6691  
 toniann1966@gmail.com  
 22749 Marine View Dr S Apt 18  
 Des Moines, WA 98198  
 United States

Des Moines Citizens Advisory Committee

Job Location - Des Moines, WA  
 Department - Administration  
 Source - Facebook

Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

There are no files uploaded for this applicant.

Text Only Resume

No Text Only Resume on File

Admin Uploaded Files

There are no admin uploaded files for this applicant.

Job Questions

Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Date available for appointment to committee: *	now		
Can you attend evening meetings? *	Yes	0	

Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	as much as I need to	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	Waterland Pride Committe	
Please list any related professional and or community activities that you are involved in. *	I am a volunteer at SR3 here in the marina as well as a founding member of the Waterland Pride Committee	
Why do you wish to serve in this capacity and what can you contribute? *	Besides the housing crisis and my inability to live independently due to market rates, years of wage disparity, and the negative effects of colonial capitalism with my SSDI- My family has suffered the loss of my son, Dale due to police negligence and KC policy- protection and serve remains NOT policy.	
Would you consider being an alternate? *	Yes	0
How do you communicate with your neighbors? *	I talk almost daily with my neighbors and greet when out.	
What current issues are you most interested in? *	Housing and homeless crisis, Global warming	
Please select from the list below which neighborhood you live in. *	Marina District	0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Employment Application | Submitted: 30-Mar-2023

AAA

### Trudy Ellison

☎ (206) 718-3721  
 ✉ Trudy.Ellison@gmail.com  
 🏠 1156 S. 229th Place  
 Des Moines, WA 98198  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Facebook

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

---

There are no files uploaded for this applicant.

### Text Only Resume

TRUDY A. ELLISON, MBA, CPC  
 Seattle, Washington  
 Trudy.Ellison@gmail.com

(206) 718-3721  
[www.linkedin.com/in/trudy-ellison](http://www.linkedin.com/in/trudy-ellison)

#### REIMBURSEMENT BUSINESS MANAGER

Award-winning Specialty Pharmaceutical Sales & Reimbursement professional with extensive experience and consistent achievements in Sterile Injectables, Hospitals/IDNs/Health Systems, Specialty Sales and Reimbursement/Buy & Bill. Recognized for strengths in integrity, commitment, professionalism, loyalty, customer service, relationship-building, stability. Leverage my background to obtain a position as a Field Reimbursement/Access Manager.

Top performer winning multiple sales awards including four Vice President's Cabinets. Specific areas of expertise:

- Experience selling in a complex reimbursement and highly competitive sales access environment
- Buy & Bill experience and Certified Professional Coder
- Biologic launch experience
- Adept at contract pull-through and total office calls
- Excels in achieving hospital sales and formulary approvals
- Cross-functional team player, leader and mentor

## PROFESSIONAL EXPERIENCE

## ABBVIE

Executive Specialty Representative – Immunology Dermatology, Tacoma (2021 – Present)  
Promote Humira for Hidradenitis Suppurativa to Dermatology practices.

- Q4 Champions Club national award.

## RxCROSSROADS By MCKESSON / COVER MY MEDS

Field Reimbursement Manager, Northwest Mountain States (2021)

Collaborate with the Myovant Sales Team, Cover My Meds HUB and Oncology/Urology practices as a reimbursement educational expert. Minimize reimbursement barriers for patients and provider offices to gain access for Orgovyx.

## PFIZER, New York, NY (1992 – 2019)

Biosimilars Portfolio Representative, Pfizer Biosimilars, Seattle/Alaska (2016 – 2019)

Launch the Biosimilars buy & bill products (Inflectra, Retacrit, Nivestym) to hospitals and clinics in Seattle and Alaska.

- 2018 inaugural Step-Up Program participant (management development program).
- 2017 Achievement Award winner.
- 2017 District of the Year award.
- 2017 Regional Performance Fund award recipient.

Senior Territory Business Manager, Pfizer Injectables, Pacific Northwest (2009 – 2016)

Responsible for managing contract portfolio and selling value of contracting with Pfizer.

Territory included Washington, Oregon, Idaho and Alaska.

- Vice President's Club Award winner: 2012, 2011, 2010.
- 2nd Quarter 2016 Regional Performance Fund bonus recipient for distinguished performance while going above and beyond as a top contributor.
- Consistently ranked among the top 10 in sales each of seven consecutive years.
- Numerous major hospital injectable product conversions, including frozen Zosyn, oncology products and injectable delivery systems.
- Coach and mentor.
- North American Established Products Business Unit annual meeting panel with Managers and Directors.
- Two of my 'Dare-To-Try' submissions selected: Creation of a Marketing newsletter and development of an educational program. Worked with Marketing, Compliance and New Product Development teams.
- Novation Liaison for the Western Region working with the National Account Director on special projects.
- FOCUS Group member – field liaison with Operations and Marketing leadership.

TRUDY A. ELLISON, MBA, CPC, page 2

Senior Specialty Consultant, Institutional Anti-Infectives, Seattle, WA (2006 – 2009)

Hospital and Outpatient account sales of an injectable antibiotic (Zyvox) and injectable antifungals (VFend and Eraxis) to Infectious Disease specialists, Pulmonologists, Hospitalists, Surgeons, Oncologists, Emergency Medicine physicians and Clinical Pharmacists.

- Regional Performance Fund awards as a top contributor.
- Gained formulary access at hospitals and pull-through product sales.
- Developed and maintained key relationships throughout institutions; Speaker development.

Senior Specialty Consultant, Arthritis, Pain & Rheumatology, Seattle and Tacoma, WA

(2003 - 2006)

Promote Celebrex, Bextra and Lyrica to Rheumatologists, Orthopaedic Surgeons and Pain Specialists in the Seattle South territory.

- 2003 Vice President's Club Award winner.
- 2003 Quest For Excellence Award winner.
- District Representative of the Second Semester 2003.
- District Representative of the 4th Quarter 2003.
- 2005 #1 District of the Region.
- 2004 Gulf Coast Assistant to the Sales Director/Assistant to the Regional Manager Internship.
- Inaugural member of the 2004 Specialty Achievers In Leadership (SAIL) team.
- 2004 Rocky Mountain Region Links To Leadership conference participant.
- Speaker development.

Clinical Practice Liaison, Pacific Northwest (2001 - 2003)

A part of a national team of Reimbursement & Business Consultants that delivered a unique skill set to promote products and enhance patient care. Leveraged reimbursement and practice expansion resources that improved access for reps, built rapport, and removed reimbursement barriers.

- Ranked #1 in Platinum Club ranking in 2003.
- Ranked #2 in Platinum Club ranking in 2002.
- Rheumatology, Oncology & Urology reimbursement and Buy & Bill specialist.
- A fundamental understanding of the "Business of Medicine" by leading numerous projects utilizing total office calls: Physician, Office Manager and Biller/Coder.
- Excellent teamwork and communication skills. Worked cross-functionally with Regional Director, District Sales Managers, Regional Account Managers, specialty sales and national account teams.
- Trained and certified in billing, coding and reimbursement in order to assist and ensure that patient services are documented and providers are fairly reimbursed for services rendered.
- Gained access to key "no-see" offices through unique programs of chart audits, presentations and marketing.
- Identified physician practices for market expansion activities which led to increased sales and rapport.
- Effective presentation/facilitation skills for large groups of Oncologists, Rheumatologists, Orthopedic Surgeons and Urologists.
- Outstanding consultative selling skills.
- Successfully passed Physician Reimbursement Systems certification 3-month training course.
- Passed monthly, quarterly and annual compliance tests.
- Conducted training session to large groups of physicians at the Western Section AUA meeting in Kauai, Hawaii.
- Washington State Urology Society sole supporter; Compliance and Reimbursement presenter at their quarterly Board meetings.
- Presented to the Washington State Orthopaedic Surgery Society on Compliance and Reimbursement.
- Certified Professional Coder - trained and passed the certification course and exam.

TRUDY A. ELLISON, MBA, CPC, page 3



Glaucoma Senior Sales Specialist, Seattle, WA and Boston, MA (1998 - 2001)  
 Promoted Ophthalmology pharmaceutical and surgical products (Xalatan, Healon, CeeOn lenses, Baerveldt device) to practices and hospitals in Massachusetts and Washington.

- Outstanding rapport with Ophthalmology customers.
- #9 of 93 market share rank in 2001 for Xalatan
- Ranked #15 in 2000 for Xalatan.

Women’s Healthcare Sales Specialist, Boston, MA (1994 - 1998)

Launched several women’s healthcare products.

- Increased sales of leading launch product (Depo-Provera Contraceptive Injection).
- Partnered with the largest network of community health centers in the U.S.
- Worked with Harvard University teaching hospitals in Labor & Delivery, Postpartum & Outpatient Services.
- Excellent relationship with hard-to-see clinics.
- Created and conducted a two-hour training presentation on Depo-Provera for the New England Region.
- Devised creative educational promotions in order to increase sales and awareness.
- Helped create one of my largest customer’s website for contraceptive options.
- Regional Diversity Committee member & Rewards & Recognition committee member.
- Mentored new representatives.
- Buy & Bill

Metabolic Sales Representative, Boston, MA (1992 - 1994)

Promoted nine prescription pharmaceuticals to physicians, community health centers, Boston teaching hospitals and pharmacies in a competitive environment consisting of heavy managed health care.

- Sales Incentive Plan Top Performer in 1993.
- Created community patient outreach programs.
- Partnered with Managed Care Representatives on HMO access and formulary projects.

**EDUCATION & CERTIFICATION**

Northeastern University, Boston, MA  
 Master of Business Administration (M.B.A.)

Boston University, Boston, MA  
 Bachelor of Science (B.S.), Business Administration, Marketing

American Association of Professional Coders  
 Certified Professional Coder

**Admin Uploaded Files**

There are no admin uploaded files for this applicant.

**Job Questions**

**Citizens Advisory Committee | Score Total - 0**

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	

If no, please list the City in which you currently live.	This question was not answered.	
Date available for appointment to committee: *	Anytime	
Can you attend evening meetings? *	Yes	0
Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	5	
Have you previously served or are you currently on one of the City of Des Moines committees? *	Yes	0
If yes, please list the committee(s) below: *	DMPD Chief's Advisory Board	
Please list any related professional and or community activities that you are involved in. *	DMPD Chief's Advisory Board Any other activities that I'm asked to participate in.	
Why do you wish to serve in this capacity and what can you contribute? *	I am an active community member who cares deeply for Des Moines.	
Would you consider being an alternate? *	No	0
How do you communicate with your neighbors? *	Visiting while outdoors. Phone calls with some.	
What current issues are you most interested in? *	Making the community a beautiful place where citizens feel safe and inviting to others to visit.	
Please select from the list below which neighborhood you live in. *	Central Des Moines	0

4/6/23, 12:39 PM

Ellison, Trudy

Signature

Date



## Employment Application | Submitted: 06-Mar-2023

AAA

### Victoria Andrews

☎ (206) 824-3966  
 ✉ vlandrews11@msn.com  
 🏠 528 S 223RD ST APT 111  
 Des Moines, WA 98198-4622  
 United States

### Des Moines Citizens Advisory Committee

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Other

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

*Click on the link to open the resume file if you wish to print the formatted resume.*

#### File Name

#### Link

Resume\_V. Andrews.pdf

🔍 Preview

Download

#### Text Only Resume

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizens Advisory Committee | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		

<b>Date available for appointment to committee: *</b>	At any time.	
<b>Can you attend evening meetings? *</b>	Yes	0
<b>Can you attend daytime meetings? *</b>	Yes	0
<b>Can you attend weekend meetings? *</b>	Yes	0
<b>Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *</b>	4	
<b>Have you previously served or are you currently on one of the City of Des Moines committees? *</b>	No	0
<b>If yes, please list the committee(s) below: *</b>	None .	
<b>Please list any related professional and or community activities that you are involved in. *</b>	Des Moines storm drain marker volunteer. As soon as the city's library will allow volunteers again I will continue volunteering there. Also volunteer at St. Anne's Foundation for fundraising and other programs. Have served on numerous boards and ran non-profits in my professional life. Oh, and I pick up litter on our streets every day!	
<b>Why do you wish to serve in this capacity and what can you contribute? *</b>	My MS is in public communications and I am a strong communicator, both in writing and in person. I have lived in Des Moines since 2004 and care very much about this community. I am willing to devote time and effort to achieve mutual goals.	
<b>Would you consider being an alternate? *</b>	Yes	0
<b>How do you communicate with your neighbors? *</b>	I served on my HOA's board for 9 1/2 years as secretary and still participate in monthly meetings. On my walks I speak to everyone I meet and now know a lot of names of the "regulars."	
<b>What current issues are you most interested in? *</b>	Preserving and maintaining the shoreline open space, improving communications both	

within and without the administration,  
council and residents.

Please select from the list below  
which neighborhood you live in. \*

Marina District

0

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



## Employment Application | Submitted: 21-Mar-2023

AAA

### William Kennedy

☎ (253) 347-5125  
 ✉ tkp7@comcast.net  
 🏠 27039 10th Ave S  
 Des Moines, WA 98198  
 United States

### Des Moines Citizen Advisory Boards

**Job Location** - Des Moines, WA  
**Department** - Administration  
**Source** - Facebook

### Resume

You may provide us with your resume here. This is optional but we encourage any additional information that will help in the Committee's review. You may either copy and paste a resume in the space provided or upload a file.

---

There are no files uploaded for this applicant.

### Text Only Resume

---

No Text Only Resume on File

### Admin Uploaded Files

There are no admin uploaded files for this applicant.

### Job Questions

#### Citizen Advisory Board | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Please select from the following Boards that you are interested in applying for: *	Other	0	

<b>Date available for appointment to committee: *</b>	Now	
<b>Can you attend evening meetings? *</b>	Yes	0
<b>Can you attend daytime meetings? *</b>	Yes	0
<b>Can you attend weekend meetings? *</b>	Yes	0
<b>Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *</b>	As much as needed.	
<b>Have you previously served or are you currently on one of the City of Des Moines committees? *</b>	Yes	0
<b>If yes, please list the committee(s) below: *</b>	Arts Commission	
<b>Please list any related professional and or community activities that you are involved in. *</b>	None	
<b>If you are applying for a specific board, explain how your experience and perspective would directly contribute to the board and surrounding community. *</b>	Lived in Des Moines for approximately twenty- five years; we chose to live here after looking at surrounding communities; I was involved with local government for about thirty years before retirement; my work experience and the fact that we like Des Moines will aid in my contributions to the committee and, thusly, the City Council.	

\_\_\_\_\_

Signature

\_\_\_\_\_

Date