

AGENDA

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Des Moines, Washington
Thursday, June 13, 2024 - 6:00 PM**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

COMMENTS FROM THE PUBLIC

COMMITTEE CHAIR REPORT

- Finance Committee: Chair Matt Mahoney
- Public Safety/Emergency Management: Chair Traci Buxton
- Transportation: Chair Matt Mahoney
- Environment Committee: Chair JC Harris

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

- Item 1. SOUTH KING HOUSING AND HOMELESSNESS PARTNERS
- Item 2. 2023 4TH QUARTER FINANCIAL REPORT
[2023 4th Quarter Financial Report](#)
- Item 3. CITY MANAGER RECRUITMENT UPDATE

CONSENT AGENDA

- Item 1. APPROVAL OF VOUCHERS
Motion is to approve the payment vouchers through May 30, 2024 and payroll transfers through June 05, 2024 in the attached list and further described as follows:

| | | |
|---------------------|----------------|----------------|
| EFT Vendor Payments | #10038-10217 | \$1,281,403.22 |
| EFT Void | #10089-10089 | \$(3,051.97) |
| Wires | #2569-2599 | \$2,214,618.29 |
| Accounts Payable | #165825-165890 | \$749,351.50 |

| | | |
|-----------------------|--------------|--------------|
| Checks | | |
| Payroll Checks | #19821-19827 | \$7,448.16 |
| Payroll Advice | #9386-9552 | \$492,058.59 |
| Payroll Checks | #19828-19828 | \$3,559.97 |
| Payroll Voided Advice | #9512-9512 | \$(3,559.97) |
| Payroll Checks | #19829-19833 | \$7,259.26 |
| Payroll Advice | #9553-9717 | \$480,494.50 |
| Payroll Checks | #19834-19841 | \$16,327.03 |
| Payroll Advice | #9718-9881 | \$483,075.28 |

Total Checks and Wires for A/P & Payroll: \$1,486,662.82

[Approval of Vouchers](#)

- Item 2. APPROVAL OF MINUTES
Motion is to approve the April 25, 2024 and the May 09, 2024 Regular City Council Meeting and the May 02, 2024 Study Session Minutes.

[Approval of Minutes](#)

- Item 3. JUNETEENTH PROCLAMATION
Motion is to approve the proclamation recognizing June 19, 204, as a day to celebrate Juneteenth.

[Juneteenth Proclamation](#)

- Item 4. 2025 SKHHP WORK PLAN AND BUDGET
Motion is to enact Draft Resolution No. 24-035, approving the 2025 South King Housing and Homelessness Partners Budget and the 2025 Work Plan.

[2025 SKHHP Work Plan and Budget](#)

- Item 5. UPDATING GENDER REFERENCES IN THE DMMC
Motion is to adopt Draft Ordinance No. 24-036 updating outdated gendered language contained in the Des Moines Municipal Code.

[Updating Gender References in the DMMC](#)

- Item 6. MARINA BUILDING ROOF REPLACEMENT
Motion is to approve the Public Works Contract with D&D Construction Inc. for the purchase and installation of new roofs for two Marina buildings leased by CSR and direct the City Manager to sign the contract substantially in the form as submitted.

[Marina Building Roof Replacement](#)

- Item 7. PORT OF SEATTLE ECONOMIC DEVELOPMENT GRANT
Motion is to accept the economic development grant from the Port of Seattle in the amount of \$33,260.00 and authorize the City Manager to sign the Economic Development Partnership Agreement substantially in the form as attached.

[Port of Seattle Economic Development Grant](#)

PUBLIC HEARING/CONTINUED PUBLIC HEARING

- Item 1. TRANSPORTATION IMPROVEMENT PLAN (2025-2044)
Staff Presentation by Acting Public Works Director Tommy Owen
[Public Hearing Transportation Improvement Plan \(2025-2044\)](#)
- Item 2. UPDATING CITY BUILDING AND FIRE CODES
Staff Presentation by Acting Community Development Director Daniel Hopp
[Updating City Building and Fire Codes](#)

NEW BUSINESS

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

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

June 27, 2024 City Council Regular Meeting

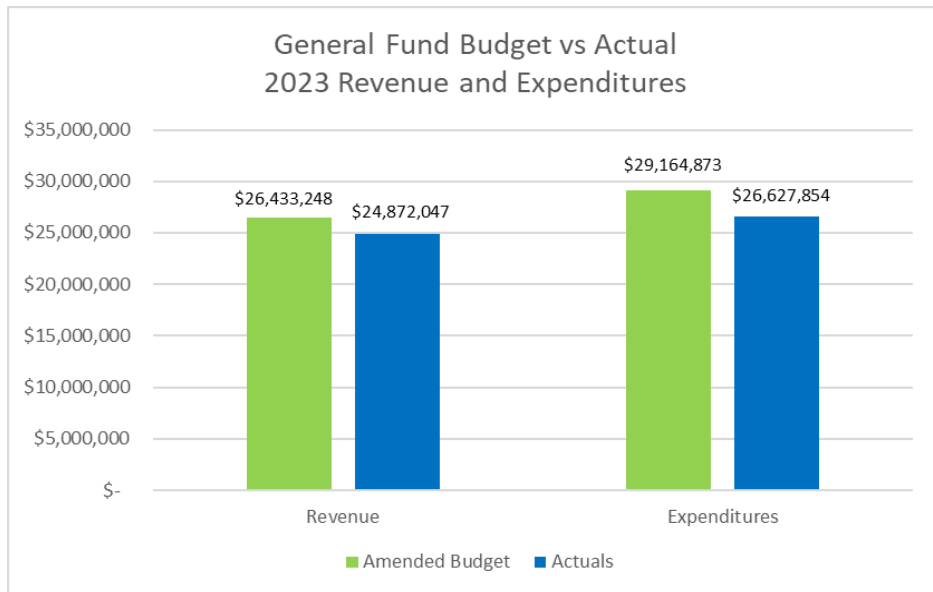
ADJOURNMENT

2023 4TH QUARTER FINANCIAL REPORT

This report provides an overview of the City's overall financial position for the year ending December 31, 2023.

GENERAL FUND

Through 2023, the General Fund received \$24,872,047 of revenue, which represents 94.1% of budgeted revenue for the year. The general fund also incurred \$26,627,854 of expenditures representing 91.3% of the annual 2023 expenditure budget.



2023 4TH QUARTER FINANCIAL REPORT

Revenue

Property Tax collected in 2023 was \$5,454,070, a \$162,227 (3.1%) increase from the prior year. Property tax levies by the City are based on the assessed value of the City. Property taxes are primarily collected in April and October.

| PROPERTY TAXES | | | | |
|----------------|------------------|------------------|------------------|------------------|
| | 2020 | 2021 | 2022 | 2023 |
| Jan | 7,893 | 15,727 | 41,595 | 11,454 |
| Feb | 49,315 | 42,269 | 8,972 | 33,302 |
| Mar | 244,488 | 292,081 | 226,701 | 204,610 |
| Apr | 1,776,167 | 1,427,756 | 1,374,884 | 1,967,536 |
| May | 388,009 | 956,647 | 1,133,679 | 618,824 |
| Jun | 245,697 | 56,028 | 49,571 | 25,329 |
| Jul | 53,783 | 19,615 | 6,852 | 15,166 |
| Aug | 11,412 | 29,051 | 39,674 | 21,490 |
| Sep | 76,970 | 84,841 | 112,850 | 48,208 |
| Oct | 1,841,432 | 1,815,634 | 1,592,366 | 1,949,538 |
| Nov | 443,996 | 502,576 | 702,505 | 525,510 |
| Dec | 32,127 | 63,120 | 2,194 | 33,104 |
| Totals | 5,171,289 | 5,305,346 | 5,291,843 | 5,454,070 |

| | 2020 | 2021 | 2022 | 2023 |
|---------------|------------------|------------------|------------------|------------------|
| Q1 | 301,696 | 350,077 | 277,268 | 249,366 |
| Q2 | 2,409,872 | 2,440,432 | 2,558,134 | 2,611,689 |
| Q3 | 142,165 | 133,507 | 159,376 | 84,864 |
| Q4 | 2,317,555 | 2,381,330 | 2,297,066 | 2,508,152 |
| Totals | 5,171,289 | 5,305,346 | 5,291,843 | 5,454,070 |



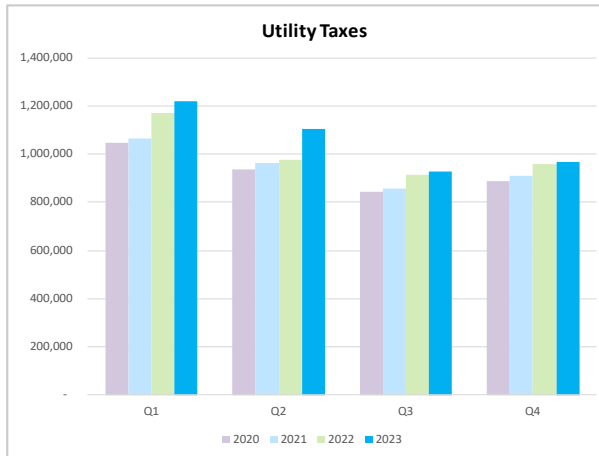
2023 Budget and YE % collected: 5,522,043 98.8%

2023 YE to 2022 YE variance: 162,227 3.1%

Utility Taxes collected in 2023 were \$4,215,887, a \$193,495 (4.8%) increase from the prior year. The City collects utility tax on the usage of electricity, natural gas, solid waste disposal, cable TV, telephone, and surface water. The City continues to see an increase in utility tax collections over past years.

| UTILITY TAXES | | | | |
|---------------|------------------|------------------|------------------|------------------|
| | 2020 | 2021 | 2022 | 2023 |
| Jan | 317,812 | 356,912 | 415,812 | 408,403 |
| Feb | 361,372 | 333,424 | 381,052 | 392,084 |
| Mar | 365,521 | 372,379 | 373,550 | 417,758 |
| Apr | 339,749 | 350,317 | 342,928 | 396,489 |
| May | 318,816 | 321,555 | 372,039 | 392,783 |
| Jun | 276,056 | 289,060 | 262,819 | 314,936 |
| Jul | 287,198 | 284,693 | 334,278 | 302,561 |
| Aug | 279,933 | 161,581 | 292,009 | 318,246 |
| Sep | 274,822 | 409,898 | 288,223 | 306,996 |
| Oct | 276,644 | 277,060 | 343,898 | 314,077 |
| Nov | 228,718 | 288,366 | 330,062 | 260,985 |
| Dec | 380,185 | 345,268 | 285,723 | 390,568 |
| Totals | 3,706,825 | 3,790,510 | 4,022,392 | 4,215,887 |

| | 2020 | 2021 | 2022 | 2023 |
|---------------|------------------|------------------|------------------|------------------|
| Q1 | 1,044,704 | 1,062,714 | 1,170,414 | 1,218,246 |
| Q2 | 934,621 | 960,931 | 977,786 | 1,104,208 |
| Q3 | 841,953 | 856,171 | 914,509 | 927,803 |
| Q4 | 885,546 | 910,693 | 959,683 | 965,630 |
| Totals | 3,706,825 | 3,790,510 | 4,022,392 | 4,215,887 |



2023 Budget and YE % collected: 4,722,105 89.3%

2023 YE to 2022 YE variance: 193,495 4.8%

2023 4TH QUARTER FINANCIAL REPORT

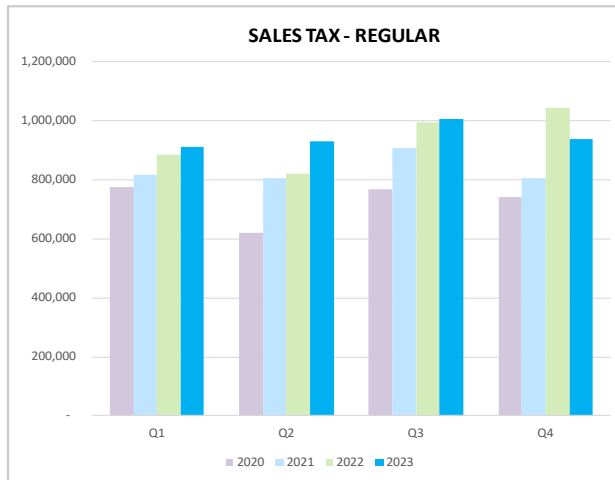
The table below demonstrates actual revenues compared to prior year collections by the different utility categories:

| Utility Tax Type | 2022 Total | 2023 Total | Change from 2022 | |
|------------------|---------------------|---------------------|-------------------|-------------|
| | | | Amount | Percent |
| Electricity | \$ 1,429,990 | \$ 1,474,951 | \$ 44,962 | 3.1% |
| Natural Gas | 497,872 | 512,945 | 15,072 | 3.0% |
| Solid Waste | 532,157 | 513,175 | (18,982) | -3.6% |
| Cable TV | 809,691 | 820,324 | 10,633 | 1.3% |
| Telephone | 209,865 | 240,829 | 30,964 | 14.8% |
| SWM 13% | 542,818 | 653,663 | 110,846 | 20.4% |
| YE Total | \$ 4,022,392 | \$ 4,215,887 | \$ 193,495 | 4.8% |

**Surface Water Management (SWM) billings include a 15% utility tax. The 15% tax is collected by the Surface Water Management Fund then paid to the General Fund and the Street Fund. The General Fund receives 87% of the SWM utility tax with the Street Fund receiving 13%.*

Sales and Use Tax (Regular) collection increased \$45,845 (1.2%) over the prior year. The City collected \$3,788,935 in sales tax, representing 93.4% of budgeted expectations.

| SALES TAX - REGULAR | | | | |
|---------------------|------------------|------------------|------------------|------------------|
| | 2020 | 2021 | 2022 | 2023 |
| Jan | 265,951 | 279,627 | 307,248 | 324,361 |
| Feb | 267,496 | 300,346 | 318,149 | 348,280 |
| Mar | 243,442 | 238,440 | 261,291 | 239,565 |
| Apr | 212,562 | 234,236 | 250,089 | 325,182 |
| May | 215,822 | 287,523 | 309,451 | 354,939 |
| Jun | 191,318 | 285,449 | 261,903 | 250,560 |
| Jul | 260,777 | 308,345 | 334,498 | 386,221 |
| Aug | 258,143 | 312,079 | 314,775 | 390,611 |
| Sep | 247,601 | 288,774 | 343,648 | 230,071 |
| Oct | 251,749 | 312,723 | 400,408 | 388,330 |
| Nov | 260,740 | 322,999 | 362,060 | 382,509 |
| Dec | 229,637 | 170,212 | 279,570 | 168,304 |
| Totals | 2,905,237 | 3,340,753 | 3,743,090 | 3,788,935 |
| | 2020 | 2021 | 2022 | 2023 |
| Q1 | 776,888 | 818,413 | 886,688 | 912,207 |
| Q2 | 619,702 | 807,207 | 821,443 | 930,681 |
| Q3 | 766,521 | 909,198 | 992,921 | 1,006,904 |
| Q4 | 742,126 | 805,934 | 1,042,039 | 939,143 |
| Totals | 2,905,237 | 3,340,753 | 3,743,090 | 3,788,935 |



2023 Budget and YE % collected: 4,057,875 93.4%

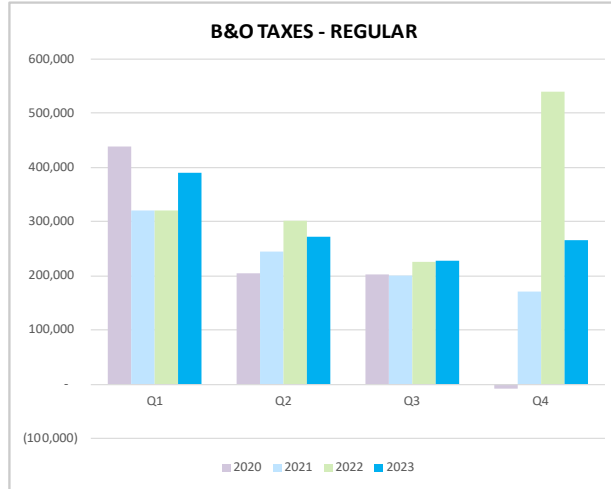
2023 YE to 2022 YE variance: 45,845 1.2%

2023 4TH QUARTER FINANCIAL REPORT

The City received \$1,156,379 in **Business and Occupation Tax** in 2023, a \$232,171 (16.7%) decrease from the prior year.

| B&O TAXES - REGULAR | | | | |
|---------------------|----------------|----------------|------------------|------------------|
| | 2020 | 2021 | 2022 | 2023 |
| Jan | 181,573 | 66,546 | 109,430 | 242,752 |
| Feb | 287,559 | 245,260 | 191,636 | 152,492 |
| Mar | (30,676) | 8,303 | 19,159 | (4,549) |
| Apr | 58,498 | 132,192 | 198,624 | 170,070 |
| May | 151,649 | 104,127 | 109,204 | 103,965 |
| Jun | (6,004) | 8,121 | (5,444) | (3,069) |
| Jul | 86,791 | 74,594 | 92,251 | 178,738 |
| Aug | 109,513 | 125,512 | 83,386 | 79,454 |
| Sep | 6,202 | 878 | 49,720 | (29,584) |
| Oct | 67,009 | 67,391 | 163,660 | 184,516 |
| Nov | 119,457 | 155,885 | 109,623 | 70,141 |
| Dec | (195,528) | (53,215) | 267,301 | 11,452 |
| Totals | 836,044 | 935,592 | 1,388,550 | 1,156,379 |

| | 2020 | 2021 | 2022 | 2023 |
|---------------|----------------|----------------|------------------|------------------|
| Q1 | 438,456 | 320,109 | 320,226 | 390,695 |
| Q2 | 204,144 | 244,440 | 302,384 | 270,967 |
| Q3 | 202,506 | 200,983 | 225,357 | 228,608 |
| Q4 | (9,062) | 170,060 | 540,584 | 266,110 |
| Totals | 836,044 | 935,592 | 1,388,550 | 1,156,379 |



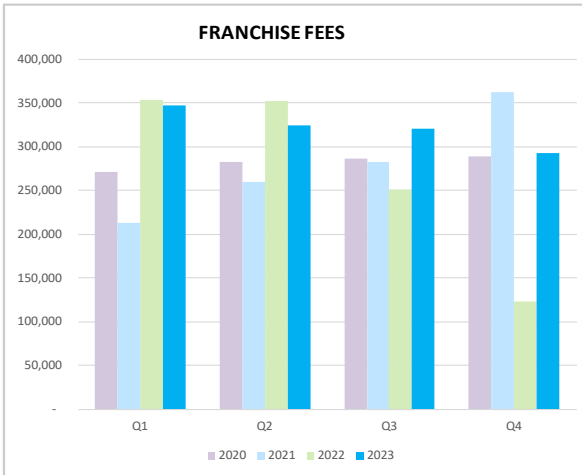
2023 Budget and YE % collected: 1,251,050 92.4%

2023 YE to 2022 YE variance: (232,171) -16.7%

Franchise Fees help the City recoup the cost of allowing a utility to use its public space. In 2023, the City collected \$1,285,788 in franchise fees, \$204,845 (19.0%) more than the prior year.

| FRANCHISE FEES | | | | |
|----------------|------------------|------------------|------------------|------------------|
| | 2020 | 2021 | 2022 | 2023 |
| Jan | 112,153 | 119,037 | 245,777 | 173,449 |
| Feb | 86,857 | 86,631 | 70,914 | 123,221 |
| Mar | 72,149 | 7,587 | 37,062 | 50,955 |
| Apr | 117,654 | 115,318 | 256,013 | 181,577 |
| May | 92,344 | 55,721 | 96,150 | 0 |
| Jun | 72,643 | 89,430 | 0 | 143,224 |
| Jul | 117,875 | 168,994 | 159,775 | 178,140 |
| Aug | 94,716 | 72,647 | 59,357 | 84,701 |
| Sep | 74,400 | 41,418 | 32,238 | 57,748 |
| Oct | 114,376 | 177,795 | 179,959 | 192,773 |
| Nov | 37,178 | 57,945 | 75,358 | 100,000 |
| Dec | 137,882 | 126,740 | (131,661) | 0 |
| Totals | 1,130,226 | 1,119,264 | 1,080,943 | 1,285,788 |

| | 2020 | 2021 | 2022 | 2023 |
|---------------|------------------|------------------|------------------|------------------|
| Q1 | 271,158 | 213,255 | 353,753 | 347,625 |
| Q2 | 282,641 | 260,469 | 352,163 | 324,801 |
| Q3 | 286,991 | 283,060 | 251,371 | 320,589 |
| Q4 | 289,436 | 362,480 | 123,656 | 292,773 |
| Totals | 1,130,226 | 1,119,264 | 1,080,943 | 1,285,788 |



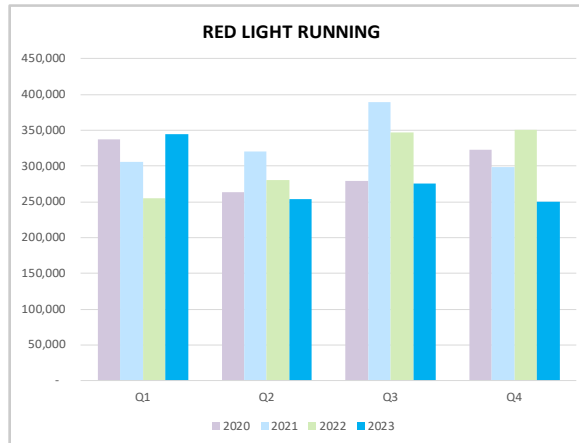
2023 Budget and YE % collected: 1,410,000 91.2%

2023 YE to 2022 YE variance: 204,845 19.0%

2023 4TH QUARTER FINANCIAL REPORT

Red Light Running Infractions is revenue received from fines generated by the red light camera ticketing system installed at select intersections in the City. In 2023, the City collected \$1,124,727 in red light running fee revenue, which was \$107,191 (8.7%) less than the prior year.

| RED LIGHT RUNNING | | | | |
|-------------------|------------------|------------------|------------------|------------------|
| | 2020 | 2021 | 2022 | 2023 |
| Jan | 117,300 | 111,284 | 85,665 | 150,079 |
| Feb | 105,681 | 85,275 | 77,910 | 99,253 |
| Mar | 114,283 | 109,113 | 91,168 | 95,658 |
| Apr | 99,100 | 101,518 | 81,893 | 73,351 |
| May | 78,670 | 97,293 | 96,361 | 84,756 |
| Jun | 85,511 | 121,298 | 102,210 | 95,734 |
| Jul | 93,361 | 81,076 | 96,754 | 90,018 |
| Aug | 92,523 | 154,085 | 142,340 | 103,026 |
| Sep | 93,035 | 154,312 | 107,359 | 82,801 |
| Oct | 123,470 | 121,645 | 101,010 | 90,115 |
| Nov | 104,826 | 99,958 | 97,034 | 74,921 |
| Dec | 94,946 | 76,358 | 152,214 | 85,015 |
| Totals | 1,202,707 | 1,313,215 | 1,231,918 | 1,124,727 |
| | 2020 | 2021 | 2022 | 2023 |
| Q1 | 337,263 | 305,673 | 254,743 | 344,990 |
| Q2 | 263,282 | 320,109 | 280,464 | 253,841 |
| Q3 | 278,919 | 389,473 | 346,453 | 275,845 |
| Q4 | 323,243 | 297,961 | 350,259 | 250,051 |
| Totals | 1,202,707 | 1,313,215 | 1,231,918 | 1,124,727 |



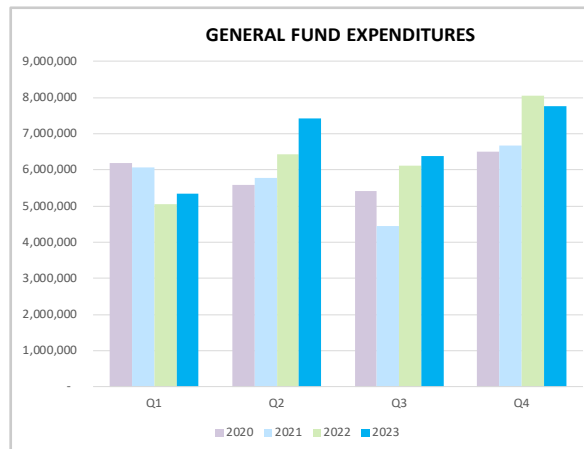
2023 Budget and YE % collected: 1,200,000 93.7%

2023 YE to 2022 YE variance: (107,191) -8.7%

Expenditures

General Fund expenditures were \$26,885,564, which was \$1,234,539 (4.8%) more than the prior year.

| GENERAL FUND EXPENDITURES | | | | |
|---------------------------|-------------------|-------------------|-------------------|-------------------|
| | 2020 | 2021 | 2022 | 2023 |
| Jan | 2,525,301 | 2,144,873 | 1,793,863 | 1,056,241 |
| Feb | 1,852,855 | 1,521,148 | 1,568,282 | 1,916,153 |
| Mar | 1,819,238 | 2,389,548 | 1,686,766 | 2,363,620 |
| Apr | 1,750,911 | 1,617,624 | 2,553,651 | 2,659,612 |
| May | 1,862,348 | 1,921,701 | 1,913,915 | 1,539,854 |
| Jun | 1,973,698 | 2,225,871 | 1,955,199 | 3,215,978 |
| Jul | 1,968,490 | 559,043 | 1,771,471 | 2,077,948 |
| Aug | 1,625,045 | 1,699,309 | 1,893,030 | 2,018,241 |
| Sep | 1,820,620 | 2,186,707 | 2,455,471 | 2,277,215 |
| Oct | 2,354,881 | 1,865,683 | 1,378,264 | 2,156,507 |
| Nov | 2,025,944 | 1,560,582 | 2,179,340 | 1,957,621 |
| Dec | 2,120,694 | 3,246,002 | 4,501,773 | 3,646,576 |
| Totals | 23,700,025 | 22,938,090 | 25,651,025 | 26,885,564 |
| | 2020 | 2021 | 2022 | 2023 |
| Q1 | 6,197,395 | 6,055,568 | 5,048,911 | 5,336,014 |
| Q2 | 5,586,957 | 5,765,197 | 6,422,765 | 7,415,443 |
| Q3 | 5,414,155 | 4,445,058 | 6,119,972 | 6,373,404 |
| Q4 | 6,501,519 | 6,672,266 | 8,059,376 | 7,760,703 |
| Totals | 23,700,025 | 22,938,090 | 25,651,025 | 26,885,564 |



2023 Budget and YE % collected: 29,164,873 92.2%

2023 YE to 2022 YE variance: 1,234,539 4.8%

2023 4TH QUARTER FINANCIAL REPORT

| General Fund Summary of Uses Year to Date through June | 2022 | 2023 | 2023 | | 2023 vs. 2022 | | 2023 vs. Budget | |
|--|-------------------|-------------------|-------------------|-------------------|----------------|-------------|--------------------|--------------|
| | YTD Actual | Annual Budget | YTD Budget | YTD Actual | \$ | % | \$ | % |
| Personnel | 16,106,336 | 17,990,069 | 18,890,069 | 17,237,163 | 1,130,827 | 7.0% | (1,652,906) | -8.8% |
| Supplies | 739,604 | 854,803 | 862,303 | 943,317 | 203,714 | 27.5% | 81,014 | 9.4% |
| Services | 6,430,956 | 6,312,648 | 6,530,548 | 6,483,201 | 52,245 | 0.8% | (47,347) | -0.7% |
| Internal Services | 873,806 | 1,565,053 | 1,565,053 | 1,522,214 | 648,408 | 74.2% | (42,839) | -2.7% |
| Capital | 9,456 | 35,000 | 210,000 | 140,559 | 131,104 | 1386.5% | (69,441) | -33.1% |
| Transfers Out | 1,490,868 | 488,900 | 1,106,900 | 301,400 | (1,189,468) | 0.0% | (805,500) | -72.8% |
| Total Expenditures | 25,651,025 | 27,246,473 | 29,164,873 | 26,627,854 | 976,829 | 3.8% | (2,537,019) | -8.7% |

Personnel: Personnel costs represent expenditure of funds for salary and benefits expenses. In 2023, personnel costs were \$1,130,827 (7%) higher than the prior year. Salary and Benefits increased primarily due to Cost of Living Adjustments for 2023 (4% increases for Teamsters and Police Guild Members and an 8% increase for non-represented employees).

Internal Services: Internal services represents funds paid by General Fund departments to Internal Service Funds such as Computer Replacement (Fund 511), Facility Repair and Replacement (Fund 506), Equipment Rental Maintenance (Fund 500), Equipment Rental Replacement (Fund 501), and Self-Insurance (Fund 520). The increase from the previous year is due to the City funding vehicle and equipment replacement in 2023 while that practice was suspended during the COVID-19 pandemic.

Capital: Capital expenditures in the General Fund for 2023 consist primarily of the remodel of the Municipal Court area of City Hall including the court/council chambers which was funded by grant funds from the state and funds from the American Rescue Plan Act.

Transfers Out: The transfer out of the General Fund is for the 2018 LTGO bonds debt service payment which is made out of the Debt Service Fund. Transfers in 2023 are less than the prior year as \$958K was transferred to the North Bulkhead project in 2022. Also in 2023, \$75,000 was transferred to the Redondo Zone fund to replenish its cash.

2023 4TH QUARTER FINANCIAL REPORT

Fund Balance

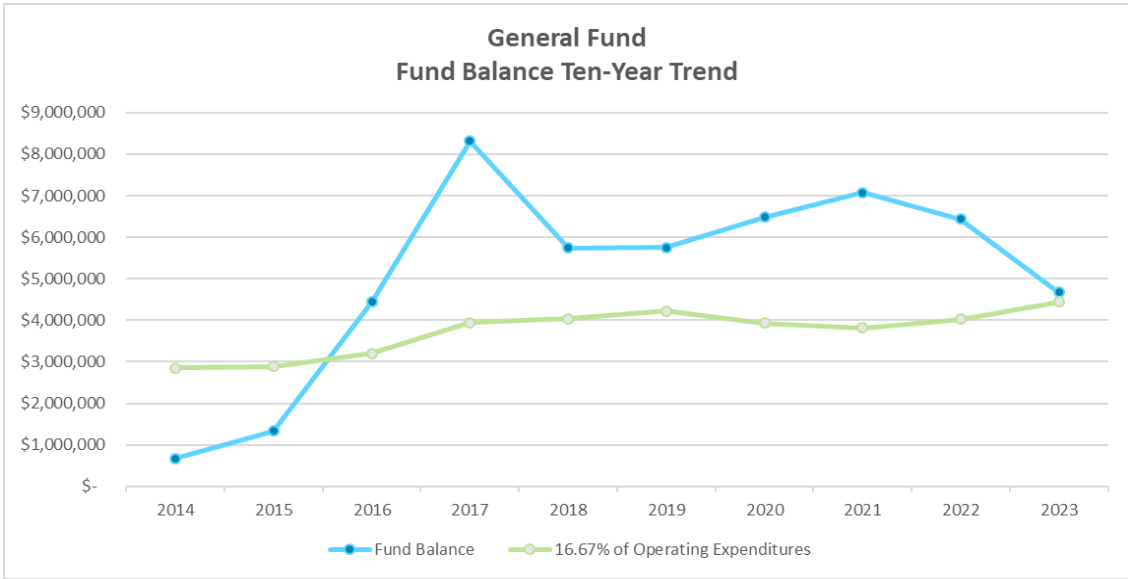
At the end of 2023, the General Fund’s Fund Balance was \$4,671,467, a decrease of \$1,755,807 (27.3%) from the adjusted ending fund balance of 2022 (\$6,427,275). The City is required by code to maintain a fund balance that is equal to or greater than 16.67% of its annual operating expenditures. At December 31, the General Fund’s Fund Balance was 17.5% of annual operating expenditures, \$232,604 more than the 16.67% target of \$4,438,863.

The calculation of the 2023 Ending Fund Balance is as follows:

| | | |
|---|----------------------|--------------|
| BEGINNING FUND BALANCE | 7,768,270 | |
| Prior Period Adjustment | (1,340,995) | |
| ENDING FUND BALANCE | 4,671,467 | 17.5% |
| <i>16.67% Minimum Ending Fund Balance</i> | 4,438,863 | |

The Prior Period Adjustment accounts for 2022 expenditures paid in 2023. The adjustment consists of 1) the January 5, 2023 payroll that covers the pay period of 12/16/2022 to 12/31/2022 and 2) the payment to Police Guild members of salary and benefits owed for 2022 after the new Guild contract was signed in early 2023. The contract period is 2022 through 2024.

Below is the ten-year history of the General Fund’s Unrestricted Fund Balance:



2023 4TH QUARTER FINANCIAL REPORT

General Fund Details

| General Fund Summary of Sources and Uses | 2023 | | | 2023 YE Budget vs Actual | |
|---|---------------------------|----------------------------|----------------------|--------------------------|-------------|
| | Adopted Budget | Year-End Amended Budget | Year-End Actual | Amount | Percentage |
| | Operating Revenues | | | | |
| Property Tax | \$ 5,522,043 | \$ 5,522,043 | \$ 5,454,070 | \$ (67,973) | -1% |
| Utility Tax | 4,550,105 | 4,722,105 | 4,215,887 | (506,218) | -11% |
| Sales Tax | 3,965,875 | 4,303,375 | 4,353,096 | 49,721 | 1% |
| B+O Tax | 1,338,550 | 1,338,550 | 1,282,381 | (56,169) | -4% |
| Franchise Fees | 1,130,000 | 1,410,000 | 1,285,788 | (124,212) | -9% |
| Criminal Justice Tax | 1,187,500 | 1,187,500 | 1,207,639 | 20,139 | 2% |
| Gambling Tax | 50,000 | 50,000 | 6,970 | (43,030) | -86% |
| Leasehold Tax | 239,000 | 239,000 | 212,207 | (26,793) | -11% |
| Taxes Subtotal | \$ 17,983,073 | \$ 18,772,573 | \$ 18,018,038 | \$ (754,535) | -4% |
| Business Licenses and Permits | 231,000 | 231,000 | 289,947 | 58,947 | 26% |
| Other Licenses and Permits | 12,000 | 12,000 | 18,907 | 6,907 | 58% |
| Intergovernmental (Grants, etc.) | 1,016,020 | 1,311,520 | 1,164,081 | (147,439) | -11% |
| Charges for Services: | | | | | |
| General Government Services | 263,000 | 263,000 | 265,351 | 2,351 | 1% |
| Court | 94,624 | 94,624 | 97,880 | 3,256 | 3% |
| Public Safety | 80,900 | 80,900 | 91,626 | 10,726 | 13% |
| Culture and Recreation | 718,900 | 718,900 | 379,501 | (339,399) | -47% |
| Red Light Running Infractions | 1,200,000 | 1,200,000 | 1,124,727 | (75,273) | -6% |
| Other fees and penalties | 157,850 | 157,850 | 95,442 | (62,408) | -40% |
| Fees/Charges/Fines Subtotal | \$ 3,774,294 | \$ 4,069,794 | \$ 3,527,462 | \$ (542,332) | -13% |
| Interest Income | 40,000 | 118,000 | 105,602 | (12,398) | -11% |
| Rentals and Leases | 344,869 | 430,869 | 358,402 | (72,467) | -17% |
| Contributions and Donations | 10,600 | 10,600 | 14,667 | 4,067 | 38% |
| Miscellaneous | 25,925 | 25,925 | 3,983 | (21,942) | -85% |
| Interfund Charges | 1,571,728 | 1,571,728 | 1,608,342 | 36,614 | 2% |
| Transfers In | | | | | |
| Fund 114 (ARPA Fund) | 1,058,759 | 1,433,759 | 1,235,552 | (198,207) | -14% |
| Other Revenues Subtotal | \$ 3,051,881 | \$ 3,590,881 | \$ 3,326,546 | \$ (264,335) | -7% |
| Total Operating Revenues | \$ 24,809,248 | \$ 26,433,248 | \$ 24,872,047 | \$ (1,561,201) | -6% |

2023 4TH QUARTER FINANCIAL REPORT

| General Fund Summary of Sources and Uses | 2023 | | | 2023 YE Budget vs Actual | |
|---|-----------------------|----------------------------|-----------------------|--------------------------|------------|
| | Adopted Budget | Year-End Amended Budget | Year-End Actual | Amount | Percentage |
| Operating Expenditures | | | | | |
| City Council | \$ 96,129 | \$ 96,129 | \$ 120,651 | 24,522 | 26% |
| City Manager/Administration | 1,627,728 | 1,792,728 | 1,954,848 | 162,120 | 9% |
| City Clerk | 718,782 | 718,782 | 811,800 | 93,018 | 13% |
| Human Resources | 542,420 | 542,420 | 453,032 | (89,388) | -16% |
| Finance | 1,425,025 | 1,425,025 | 1,394,750 | (30,275) | -2% |
| Technology Services | 1,322,951 | 1,322,951 | 1,197,568 | (125,383) | -9% |
| City Attorney | 881,428 | 881,428 | 787,172 | (94,256) | -11% |
| Municipal Court | 1,735,114 | 1,960,014 | 1,751,438 | (208,576) | -11% |
| Public Safety - Business Office | 1,244,972 | 1,244,972 | 1,243,761 | (1,211) | 0% |
| Police | 11,393,049 | 12,293,049 | 11,798,303 | (494,746) | -4% |
| Social Services | 486,416 | 486,416 | 404,314 | (82,102) | -17% |
| Parks, Recreation, and Senior Services | 5,283,559 | 5,294,059 | 4,408,818 | (885,241) | -17% |
| Transfers Out | | | | | |
| Fund 140 (Redondo Zone) | - | 75,000 | 75,000 | - | 0% |
| Fund 208 (2018 LTGO Bonds) | 226,400 | 226,400 | 226,400 | - | 0% |
| Fund 309 (One-Time Sales Tax) | 262,500 | 262,500 | - | (262,500) | -100% |
| Fund 310 (North Bulkhead Project) | - | 543,000 | - | (543,000) | -100% |
| Total Operating Expenditures | \$ 27,246,473 | \$ 29,164,873 | \$ 26,627,854 | \$ (2,537,019) | -9% |
| Total Operating Income (Loss) | \$ (2,437,225) | \$ (2,731,625) | \$ (1,755,807) | \$ 975,818 | |

2023 4TH QUARTER FINANCIAL REPORT

Cash Deposits and Investments

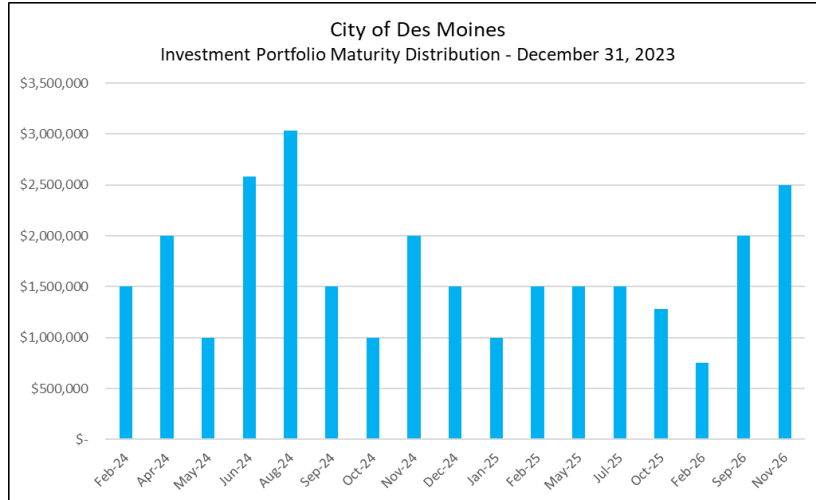
City of Des Moines Cash Deposits and Investment Portfolio Year-to-date December 31, 2023

| Security Type | Fair Value as of 1/1/2023 | 2023 Activity | Fair Value as of 12/31/2023 | % of Portfolio |
|---------------------------------------|------------------------------|----------------------|--------------------------------|-------------------|
| Federal Farm Credit Bank | \$ 9,024,625 | (418,535) | 8,606,090 | 11.4% |
| Federal Home Loan Bank | 4,264,860 | (1,842,795) | 2,422,065 | 3.2% |
| Federal Home Loan Mtg. Corp. | 6,228,667 | (2,760,207) | 3,468,460 | 4.6% |
| Federal Agricultural Mortgage Corp | 748,485 | 2,541,818 | 3,290,303 | 4.4% |
| Federal National Mortgage Association | 1,422,975 | 65,955 | 1,488,930 | 2.0% |
| US Treasury Notes/Bonds | 5,294,300 | 163,623 | 5,457,923 | 7.3% |
| United States Treasury STRIP | 2,819,324 | 120,836 | 2,940,161 | 3.9% |
| Key Bank | 3,573,280 | 27,510,169 | 31,083,449 | 41.3% |
| LGIP | 17,193,610 | (721,750) | 16,471,860 | 21.9% |
| Total | \$ 50,570,126 | \$ 24,659,114 | \$ 75,229,240 | 100.0% |

Cash Management: The City maintains a cash balance with KeyBank to fund the City's day-to-day operations, including an account for Municipal Court operations. Other funds are invested in either the Local Government Investment Pool (LGIP) or in government bonds. The net earnings rate in the LGIP at December 31 was 5.4293%. Interest earned in 2023 is \$778,250. In 2022, interest earned was \$283,920.

2023 4TH QUARTER FINANCIAL REPORT

The maturity distribution of the laddered portion of the portfolio is shown in the chart below. The goal of allocating funds across different maturity dates is to mitigate interest rate risk and protect the City's investments from market volatility.



Maturities

During the quarter, the following investments matured:

- Treasury Bill, **\$1,280,000**, matured October 2023, **yielding 4.9%**
- Federal Home Loan Mortgage Corp., **\$1,500,000**, matured November 2023, **yielding 0.240%**
- Federal Home Loan Mortgage Corp., **\$1,000,000**, matured November 2023, **yielding 0.220%**
- Federal Home Loan Mortgage Corp., **\$1,200,000**, matured December 2023, **yielding 0.234%**

Purchases

During the quarter, the following investment was purchased:

- Federal Farm Credit Banks Funding Corp, **\$1,280,000**, **yielding 4.8%**, Maturity 10//20/2025
- Federal Agricultural Mortgage Corp, **\$2,500,000**, **yielding 5%**, maturity 11/13/2026

OTHER FUNDS

2023 4TH QUARTER FINANCIAL REPORT

SPECIAL REVENUE FUNDS

Development Fund Details

Created in 2017, the purpose of the Development Fund is to account for revenue generated by fee-based development-related activities, including permitting, plan review, etc. and the associated cost of providing services. Divisions included in this fund include Planning and Development Services, Building, Joint and Minor Home Repair, Code Enforcement, Engineering Services, and City Project Management.

| Development Fund Summary of Sources and Uses | 2023 | | | 2023 YTD Budget vs Actual | | 2023 Remaining Budget |
|--|-----------------------|-------------------------------|---------------------|------------------------------|------------------------|--------------------------|
| | Adopted Budget | Year-End Amended Budget | YTD Actual | Variance | Variance Percentage | |
| Operating Revenues | | | | | | |
| Planning and Building | | | | | | |
| Building Permits | \$ 325,000 | \$ 352,083 | \$ 608,854 | \$ 256,771 | 73% | \$ (283,854) |
| Other Licenses and Permits | 297,250 | 322,021 | 333,407 | 11,387 | 4% | (36,157) |
| Intergovernmental (Grants, etc.) | 160,000 | 173,333 | 244,883 | 71,550 | 41% | (84,883) |
| Charges for Services: | | | | | | |
| Zoning Fees | 610,000 | 660,833 | 277,358 | (383,475) | -58% | 332,642 |
| Plan Check Fees | 305,000 | 330,417 | 570,575 | 240,159 | 73% | (265,575) |
| SEPA-Related Mitigation Fees | 100,000 | 108,333 | - | (108,333) | -100% | 100,000 |
| Other Fees | 6,500 | 7,042 | 55,004 | 47,962 | 681% | (48,504) |
| Credit Card Fees | 37,000 | 40,083 | 42,736 | 2,653 | 7% | (5,736) |
| Penalties - Stop Work | 3,000 | 3,250 | 5,835 | 2,585 | 80% | (2,835) |
| Planning and Building Revenue Subtotal | \$ 1,843,750 | \$ 1,997,396 | \$ 2,138,653 | \$ 141,257 | 7% | \$ (294,903) |
| Engineering | | | | | | |
| Right-Of-Way Permits | \$ 125,000 | \$ 135,417 | \$ 141,419 | \$ 6,003 | 4% | \$ (16,419) |
| Engineering Fees | 576,500 | 624,542 | 209,170 | (415,372) | -67% | 367,330 |
| Interfund Charges/ Engineering CIP Support | 250,000 | 270,833 | 0 | (270,833) | -100% | 250,000 |
| Engineering Revenue Subtotal | \$ 951,500 | \$ 1,030,792 | \$ 350,589 | \$ (680,202) | -66% | \$ 600,911 |
| Interest Income | 20,000 | 21,667 | 59,907 | 38,240 | 176% | (39,907) |
| Miscellaneous | 0 | - | 18 | 18 | 0% | (18) |
| Total Operating Revenues | \$ 2,815,250 | \$ 3,049,854 | \$ 2,549,167 | \$ (500,687) | -16% | \$ 266,083 |
| Operating Expenditures | | | | | | |
| Planning and Building | | | | | | |
| Salaries and Benefits | \$ 1,700,699 | \$ 1,842,424 | \$ 1,440,256 | \$ (402,168) | -22% | \$ 260,443 |
| Supplies | 30,580 | 33,128 | 22,964 | (10,165) | -31% | 7,616 |
| Services | 1,027,738 | 1,113,383 | 852,753 | (260,630) | -23% | 174,985 |
| Planning and Building Expenditures Subtotal | \$ 2,759,017 | \$ 2,988,935 | \$ 2,315,973 | \$ (672,962) | -23% | \$ 443,044 |
| Engineering | | | | | | |
| Salaries and Benefits | \$ 1,051,558 | \$ 1,139,188 | \$ 968,397 | \$ (170,790) | -15% | \$ 83,161 |
| Supplies | 8,437 | 9,140 | 15,240 | 6,100 | 67% | (6,803) |
| Services | 330,827 | 358,396 | 247,117 | (111,279) | -31% | 83,710 |
| Engineering Expenditures Subtotal | \$ 1,390,822 | \$ 1,506,724 | \$ 1,230,755 | \$ (275,969) | -18% | \$ 160,067 |
| Total Operating Expenditures | \$ 4,149,839 | \$ 4,495,659 | \$ 3,546,728 | \$ (948,931) | -21% | \$ 603,111 |
| Total Operating Income (Loss) | \$ (1,334,589) | \$ (1,445,805) | \$ (997,561) | \$ 448,244 | | |

| | |
|----------------------------|------------------|
| BEGINNING FUND BALANCE | 2,395,991 |
| Prior period adjustment | (98,584) |
| ENDING FUND BALANCE | 1,299,846 |

2023 4TH QUARTER FINANCIAL REPORT

American Rescue Plan Act (ARPA)

In 2021, the City received \$9,029,879 from the federal government through the American Rescue Plan Act. The intent of the grant is to replace revenue the City lost due to the impact of the COVID-19 pandemic. ARPA funds must be fully obligated by December 31, 2024 and fully expended by December 31, 2026. Below is the list of ARPA projects approved by the City Council:

| Completed Projects | Allocated | Expended | Remaining |
|---|------------------|------------------|------------------|
| Passenger Ferry | 45,631 | 45,631 | - |
| Finance Budgeting Software | 35,000 | 35,000 | - |
| SR3 | 75,000 | 75,000 | - |
| Human Resources Recruitment | 14,400 | 14,400 | - |
| Emergency Management Comp Plan | 8,000 | 8,000 | - |
| People Movers | 42,237 | 42,237 | - |
| Food Trucks - Limited Term | 50,000 | 50,000 | - |
| Tenant Eviction Resources | 250,000 | 250,000 | - |
| Human Services Committee Enhancement | 75,000 | 75,000 | - |
| Metro Transit | 250,000 | 250,000 | - |
| Small Business Grants | 495,000 | 495,000 | - |
| EATS Program | 80,471 | 80,471 | - |
| Municipal Court | 550,000 | 550,000 | - |
| Body Cams and Program Consultant | 91,925 | 91,925 | - |
| Evidence Van | 37,733 | 37,733 | - |
| Parks Program Support | 1,000,000 | 1,000,000 | - |
| ARPA Administration Support | 90,557 | 90,557 | - |
| Workforce training scholarships | 125,000 | 125,000 | - |
| Police Vehicles | 255,486 | 255,486 | - |
| SCORE | 250,000 | 250,000 | - |
| Utility Voucher Fund | 70,050 | 70,050 | - |
| Arts Commission | 50,000 | 50,000 | - |
| Subtotal | 3,941,490 | 3,941,490 | - |
| Continuing Projects | Allocated | Expended | Remaining |
| Marina Redevelopment Community Presentation Materials | 20,000 | - | 20,000 |
| Redondo Space Lease | 63,000 | 58,018 | 4,982 |
| Nonprofit Foundation | 100,000 | 71,000 | 29,000 |
| ADA Compliance Program | 100,000 | 11,064 | 88,936 |
| Additional Traffic Calming | 100,000 | - | 100,000 |
| Field House Play Equipment | 100,000 | 50,000 | 50,000 |
| Non-Profit Hiring Assistance (Mental Health Support) | 250,000 | 170,393 | 79,607 |
| Police Officers | 830,000 | 513,671 | 316,329 |
| Tenant Restroom | 400,000 | - | 400,000 |
| 2024 General Fund Support | 1,260,389 | - | 1,260,389 |
| Marina Infrastructure | 1,865,000 | 525,948 | 1,339,052 |
| Subtotal | 5,088,389 | 1,400,094 | 3,688,295 |
| Total ARPA funds | 9,029,879 | 5,341,584 | 3,688,295 |

2023 4TH QUARTER FINANCIAL REPORT

Summary of Other Special Revenue Funds

| Fund | Revenue | | | Expenditures | | | Fund Balance |
|-----------------------------------|--------------|--------------|--------------------|--------------|--------------|--------------------|--------------|
| | Budget | Actual | % Actual to Budget | Budget | Actual | % Actual to Budget | |
| Special Revenue Funds: | | | | | | | |
| Street | \$ 1,921,018 | \$ 2,016,907 | 105.0% | \$ 2,251,774 | \$ 1,920,897 | 85.3% | \$ 814,573 |
| Arterial Pavement | 1,674,586 | 1,706,017 | 101.9% | 3,151,000 | 691,454 | 21.9% | 2,887,697 |
| Police Drug Seizure | 40,000 | 6,325 | 15.8% | 25,500 | 17,836 | 69.9% | 137,857 |
| Hotel-Motel Tax | 120,750 | 115,172 | 95.4% | 130,000 | 122,243 | 94.0% | 178,550 |
| Affordable Housing Sales Tax | 34,200 | 33,977 | 99.3% | 30,000 | 30,000 | 100.0% | 92,852 |
| American Rescue Plan Act | 1,750 | 1,427,541 | 81573.8% | 3,834,400 | 1,844,992 | 48.1% | 164,255 |
| Redondo Zone | 152,850 | 138,846 | 90.8% | 121,934 | 123,039 | 100.9% | 30,154 |
| Waterfront Zone | 93,605 | 31,330 | 33.5% | 193,947 | 144,977 | 74.8% | 97,909 |
| PBPW Automation Fee | 165,000 | 158,428 | 96.0% | 78,429 | 78,429 | 100.0% | 646,711 |
| Urban Forestry | 5,000 | - | 0.0% | 5,000 | - | 0.0% | 0 |
| Abatement | 5,400 | (22,983) | -425.6% | 5,000 | 1,528 | 30.6% | 38,708 |
| Automated Speed Enforcement (ASE) | 374,000 | 353,902 | 94.6% | 417,000 | 402,099 | 96.4% | 332,947 |
| Transport Benefit District | 1,120,000 | 1,027,415 | 91.7% | 1,450,000 | 1,450,000 | 100.0% | 2,683,707 |

CAPITAL PROJECT FUNDS

Real Estate Excise Tax

The State of Washington levies a real estate excise tax (REET) upon most sales of real property. The tax is calculated based on the full selling price, including the amount of any liens, mortgages, and other debts given to secure the purchase. The tax is due at the time of sale and is collected by the county when the documents of sale are presented for recording.

In addition to the state real estate excise tax, cities and counties may impose local real estate excise taxes. The City collects the following:

- **REET 1, or the “first quarter percent”** – a 0.25% REET which may be imposed by any city, town, or county primarily for capital projects and limited maintenance;
- **REET 2, or the “second quarter percent”** – an additional 0.25% REET which may be imposed by any city, town, or county fully planning under the Growth Management Act, to be used primarily for capital projects and limited maintenance;

REET revenue amounts are primarily dependent on the real estate market. Below is a chart showing the historical five-year trend of REET revenue. REET 1 and REET 2 received from King County tend to be equal amounts. However, the City does receive REET 1 revenue from the state annually each March.

REET revenue is used to fund the City’s capital projects. For more information about the usage of REET funds, please see the City’s [Capital Improvements Plan](#) located on the City website under Departments>Finance>Budget>Financial Reports.

2023 4TH QUARTER FINANCIAL REPORT



Summary of Capital Project Funds

| Fund | Revenue | | | Expenditures | | | Fund Balance |
|-------------------------------------|------------|------------|--------------------|--------------|------------|--------------------|--------------|
| | Budget | Actual | % Actual to Budget | Budget | Actual | % Actual to Budget | |
| Capital Project Funds: | | | | | | | |
| REET 1 | \$ 845,000 | \$ 806,653 | 95.5% | \$ 1,742,000 | \$ 195,393 | 11.2% | \$ 2,660,960 |
| REET 2 | 837,500 | 633,810 | 75.7% | 983,492 | 764,824 | 77.8% | 1,685,543 |
| Park Levy | 183,000 | 198,558 | 108.5% | 108,000 | 8,763 | 8.1% | 421,145 |
| Park in Lieu | 402,844 | 78,366 | 19.5% | 17,000 | - | 0.0% | 363,033 |
| One-Time Sales & B+O Tax Revenues | 302,500 | 39,733 | 13.1% | 270,000 | 50,258 | 18.6% | 1,753,348 |
| Municipal Capital Improvements | 5,343,000 | 13,574,557 | 254.1% | 5,074,105 | 2,211,164 | 43.6% | 11,382,932 |
| Transportation Capital Improvements | 8,599,000 | 1,328,699 | 15.5% | 8,534,000 | 2,421,419 | 28.4% | 683,611 |
| Traffic in Lieu | 1,150,500 | 277,906 | 24.2% | 1,150,000 | - | 0.0% | 408,772 |
| Traffic Impact - Citywide | 374,250 | 255,268 | 68.2% | 926,000 | - | 0.0% | 1,151,993 |
| Traffic Impact - Pac Ridge | 100,750 | 14,349 | 14.2% | - | - | 0.0% | 607,052 |

2023 4TH QUARTER FINANCIAL REPORT

ENTERPRISE FUNDS

Marina Fund Details

The purpose of the Marina Fund is to account for the revenues and expenditures related to Marina operations, construction, and debt.

| Marina Fund Summary of Sources and Uses | 2023 | | | 2023 YE Budget vs Actual | | 2023 |
|--|---------------------|----------------------|---------------------|--------------------------|-------------|-----------------------|
| | Adopted Budget | YE Amended Budget | YE Actual | Amount | Percentage | Remaining Budget |
| Operating Revenue | | | | | | |
| Charges for Services | \$ 3,778,827 | \$ 3,778,827 | \$ 3,793,131 | \$ 14,304 | 0% | \$ (14,304) |
| Fuel Sales | 1,313,000 | 1,313,000 | 1,522,610 | 209,610 | 16% | (209,610) |
| Parking Fines & Moorage Late Fees | - | - | - | - | 0% | - |
| Intergovernmental Revenues | - | - | 104,007 | 104,007 | 0% | (104,007) |
| Miscellaneous Revenues | 9,909 | 9,909 | 15,844 | 5,935 | 60% | (5,935) |
| Transfer In - One-Time Sales Tax | 383,000 | 383,000 | - | (383,000) | -100% | 383,000 |
| Operating Revenue Subtotal | \$ 5,484,736 | \$ 5,484,736 | \$ 5,435,592 | \$ (49,144) | -1% | \$ 49,144 |
| Operating Expense | | | | | | |
| Salaries and Benefits | \$ 1,322,727 | \$ 1,392,727 | \$ 1,203,516 | \$ (189,211) | -14% | \$ 119,211 |
| Supplies | 146,460 | 146,460 | 144,547 | (1,913) | -1% | 1,913 |
| Fuel Purchases | 1,175,000 | 1,175,000 | 1,280,354 | 105,354 | 9% | (105,354) |
| Services | 587,020 | 637,020 | 535,202 | (101,818) | -16% | 51,818 |
| Services - Interfund | 663,805 | 663,805 | 663,805 | - | 0% | - |
| Total Operating Expenses (excl. depreciation) | \$ 3,895,012 | \$ 4,015,012 | \$ 3,827,423 | \$ (187,589) | -5% | \$ 67,589 |
| Operating Income/(Loss) | \$ 1,589,724 | \$ 1,469,724 | \$ 1,608,169 | \$ 138,445 | 9% | \$ (18,445) |
| Non-Operating Revenue | | | | | | |
| Bond Revenue | \$ 3,500,000 | \$ 16,240,000 | \$ - | \$ (16,240,000) | -100% | \$ 3,500,000 |
| Insurance Recoveries | - | - | 12,148 | 12,148 | - | (12,148) |
| Interest Income | 5,000 | 170,000 | 261,318 | 91,318 | 54% | (256,318) |
| Non-operating Revenue Subtotal | \$ 3,505,000 | \$ 16,410,000 | \$ 273,466 | \$ (16,136,534) | -98% | \$ 3,231,534 |
| Non-operating Expense | | | | | | |
| Capital Outlay | \$ 4,958,000 | \$ 4,958,000 | \$ (0) | \$ (4,958,000) | -100% | \$ 4,958,000 |
| Debt Service | 469,182 | 469,182 | 181,553 | (287,629) | -61% | 287,629 |
| Non-operating Expense Subtotal | \$ 5,427,182 | \$ 5,427,182 | \$ 181,553 | \$ (5,245,629) | -97% | \$ 5,245,629 |
| Net Change in Unrestricted Net Position | \$ (332,458) | \$ 12,452,542 | \$ 1,700,081 | \$ (10,752,461) | -86% | \$ (2,032,539) |

Fuel Profits (Using COGS) \$ 362,485

| | |
|----------------------------|----------------------------|
| BEGINNING NET POSITION | 6,611,038 |
| Prior Period Adjustment | (12,824) |
| ENDING NET POSITION | <u>\$ 8,298,295</u> |

2023 4TH QUARTER FINANCIAL REPORT

Surface Water Management (SWM) Fund Details

The purpose of the Surface Water Management(SWM) Fund is to account for revenues and expenses related to Surface Water Management operations and construction.

| Surface Water Management Fund Summary of Sources and Uses | 2023 | | | 2023 YE Budget vs Actual | | 2023 |
|--|-----------------------|-----------------------|---------------------|--------------------------|--------------|-----------------------|
| | Adopted Budget | YE Budget | YE Actual | Amount | Percentage | Remaining Budget |
| Operating Revenue | | | | | | |
| Charges for Services | \$ 5,393,077 | \$ 5,393,077 | \$ 5,381,228 | \$ (11,849) | 0% | \$ 11,849 |
| Intergovernmental Revenue | 1,064,000 | 1,064,000 | 184,283 | (879,717) | -83% | 879,717 |
| Operating Revenue Subtotal | \$ 6,457,077 | \$ 6,457,077 | \$ 5,565,511 | \$ (891,566) | -14% | \$ 891,566 |
| Operating Expense | | | | | | |
| Salaries and Benefits | \$ 1,545,802 | \$ 1,545,802 | \$ 1,334,066 | \$ (211,736) | -14% | \$ 211,736 |
| Supplies | 116,800 | 116,800 | 104,855 | (11,945) | -10% | 11,945 |
| Services | 1,375,443 | 1,375,443 | 1,219,519 | (155,924) | -11% | 155,924 |
| Services - Interfund | 613,268 | 613,268 | 611,348 | (1,920) | 0% | 1,920 |
| Total Operating Expenses (excl. depreciation) | \$ 3,651,313 | \$ 3,651,313 | \$ 3,269,789 | \$ (381,524) | -10% | \$ 381,524 |
| Operating Income/(Loss) | \$ 2,805,764 | \$ 2,805,764 | \$ 2,295,722 | \$ (510,042) | -18% | \$ 510,042 |
| Non-Operating Revenue | | | | | | |
| Judgements and Settlements | \$ - | \$ - | \$ 17,414 | \$ 17,414 | 0% | \$ (17,414) |
| Interest Income | 20,000 | 220,000 | 246,704 | 26,704 | 12% | (226,704) |
| Non-operating Revenue Subtotal | \$ 20,000 | \$ 220,000 | \$ 264,118 | \$ 44,118 | 20% | \$ (244,118) |
| Non-operating Expense | | | | | | |
| Capital Outlay | \$ 4,428,000 | \$ 4,428,000 | \$ (0) | \$ (4,428,000) | -100% | \$ 4,428,000 |
| Non-operating Expense Subtotal | \$ 4,428,000 | \$ 4,428,000 | \$ (0) | \$ (4,428,000) | -100% | \$ 4,428,000 |
| Net Change in Unrestricted Net Position | \$ (1,602,236) | \$ (1,402,236) | \$ 2,559,840 | \$ 3,962,076 | -283% | \$ (4,162,076) |

| | |
|----------------------------|----------------------|
| BEGINNING NET POSITION | 11,618,544 |
| Prior Period Adjustment | (45,561) |
| ENDING NET POSITION | \$ 14,132,823 |

2023 4TH QUARTER FINANCIAL REPORT

INTERNAL SERVICE FUNDS

Internal service funds provide services to other City departments and include functions such as Insurance, Equipment Rental and Replacement, Facilities, and Computer Replacement.

| Fund | Revenue | | | Expenditures | | | Fund Balance |
|--------------------------------|-----------|-----------|--------------------|--------------|---------|--------------------|--------------|
| | Budget | Actual | % Actual to Budget | Budget | Actual | % Actual to Budget | |
| Internal Service Funds: | | | | | | | |
| Equipment Rental Operations | 663,109 | 755,954 | 114.0% | 868,629 | 867,360 | 99.9% | 102,202 |
| Equipment Rental Replacement | 1,451,492 | 1,416,426 | 97.6% | 1,109,237 | 256,134 | 23.1% | 5,403,358 |
| Facility Major Repairs | 301,770 | 79,752 | 26.4% | 540,046 | - | 0.0% | 769,951 |
| Computer Replacement | 175,203 | 201,821 | 115.2% | 428,079 | 80,404 | 18.8% | 1,640,668 |
| Self Insurance | 783,704 | 797,643 | 101.8% | 976,000 | 857,383 | 87.8% | 876,768 |
| Unemployment Insurance | 36,500 | 58,730 | 160.9% | 42,500 | 33,227 | 78.2% | 512,272 |

CITY OF DES MOINES
Voucher Certification Approval
June 13, 2024
Auditing Officer Certification

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

As of June 13 2024 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through May 30, 2024 and payroll transfers through June 5, 2024 included in the attached list and further described as follows:

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



 Jeff Friend, Finance Director

| | | # From | # To | Amounts |
|--|-----------|--------|--------|---------------------|
| Claims Vouchers: | | | | |
| EFT's | | 10038 | 10217 | 1,281,403.22 |
| EFT Void | | 10089 | 10089 | (3,051.97) |
| Wires | | 2569 | 2599 | 2,214,618.29 |
| Accounts Payable Checks | | 165825 | 165890 | 749,351.50 |
| Total Vouchers paid | | | | 4,242,321.04 |
| Payroll Vouchers | | | | |
| Payroll Checks | 5/3/2024 | 19821 | 19827 | 7,448.16 |
| Payroll Advice | | 9386 | 9552 | 492,058.59 |
| Payroll Checks | 5/8/2024 | 19828 | 19828 | 3,559.97 |
| Payroll Voided Advice | | 9512 | 9512 | (3,559.97) |
| Payroll Checks | 5/20/2024 | 19829 | 19833 | 7,259.26 |
| Payroll Advice | | 9553 | 9717 | 480,494.50 |
| Payroll Checks | 6/5/2024 | 19834 | 19841 | 16,327.03 |
| Payroll Advice | | 9718 | 9881 | 483,075.28 |
| Total Paychecks & Direct Deposits | | | | 1,486,662.82 |

MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Des Moines, Washington
Thursday, April 25, 2024 - 6:00 PM**

CALL TO ORDER

Mayor Traci Buxton called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was lead by Councilmember Gene Achziger.

ROLL CALL

Council Present:

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

Staff Present:

Interim City Manager Tim George; Assistant City Manager Adrienne Johnson-Newton; Director of Community/Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; City Clerk Taria Keane; Police Chief Tim Gately; Finance Director Jeff Friend; Acting Public Works Director Tommy Owen; Civil Engineer II Tyler Beekley; Civil Engineer I Khai Le; Civil Engineer I Cong Nguyen; Executive Administrative Analyst Rochelle Caton; and Officer Johnny Tyler

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

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

COMMENTS FROM THE PUBLIC

- Debbie Minniti, Des Moines Yacht Club South Sound Opening Day
- Victoria Andrews, Communication
- Susan White, Communication
- Kay Vann, Community Safety

COMMITTEE CHAIR REPORT

Regular Meeting Minutes
April 25, 2024

- Municipal Facilities Committee: Chair Jeremy Nutting
 - Councilmember Jeremy Nutting gave Council an update on the Municipal Facilities Committee Meeting.
- Economic Development Committee: Chair Jeremy Nutting
 - Councilmember Jeremy Nutting gave Council an update on the Economic Development Committee Meeting.

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

- Interim City Manager Tim George gave Council an update on the Redondo Speed Camera's.
- Acting City Engineer Khai Le gave Council a PowerPoint Presentation on Consent Agenda Item #7, Bid Rejection - Redondo Fishing Pier and Restroom Project.

CONSENT AGENDA

Item 1: APPROVAL OF VOUCHERS

Motion is to approve the payment vouchers through April 11, 2024 in the attached list and further described as follows:

| | | |
|-------------------------|----------------|--------------|
| EFT Vendor Payments | #9928-9960 | \$207,946.97 |
| Wires | #2537-2558 | \$634,753.83 |
| Accounts Payable Checks | #165770-165801 | \$ 52,063.27 |

Total Checks and Wires for A/P: \$894,764.07

Item 2: APPROVAL OF MINUTES

Motion is to approve the February 22, 2024 and March 14, 2024 Regular City Council Meeting and the March 07, 2024 Study Session Minutes.

Item 3: MENTAL HEALTH AWARENESS MONTH PROCLAMATION

Motion is to approve the Proclamation recognizing May as Mental Health Awareness Month.

Item 4: 2024 DES MOINES FARMERS MARKET AGREEMENT

Motion is to approve the Agreement with the Des Moines Farmers Market for the 2024 Des Moines Waterfront Farmers Market to be held at the Des Moines Marina, and authorize the City Manager to execute the Agreement substantially in the form as attached.

Item 5: DES MOINES MEMORIAL DRIVE PIPE PROJECT - INTERLOCAL AGREEMENT WITH HIGHLINE WATER DISTRICT

Regular Meeting Minutes
April 25, 2024

Motion is to approve the Interlocal Agreement with Highline Water District for the Des Moines Memorial Drive Pipe Project, and further authorize the City Manager to sign said Interlocal Agreement substantially in the form as submitted.

Item 6: MIDWAY DESIGN - CONSULTANT CONTRACT

Motion is to approve the Consultant Services Contract with KPG Psomas Inc. for the Midway Park Open Space Project in the amount of \$450,202.60, and authorize the City Manager to sign the consultant contract substantially in the form as submitted.

Item 7: BID REJECTION - REDONDO FISHING PIER AND RESTROOM PROJECT

Motion is to reject the bid received for the Redondo Fishing Pier and Restroom Replacement Project.

Item 8: SOUTH SOUND OPENING BOATING DAY PROCLAMATION

Motion is to approve the Proclamation recognizing the official opening of the South Sound Boating Season on May 11, 2024.

Direction/Action

Motion made by Councilmember Jeremy Nutting to approve the Consent Agenda; seconded by Councilmember Matt Mahoney. Motion passed 7-0.

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

Mayor Traci Buxton read the South Sound Opening Boating Day Proclamation into the record.

UNFINISHED BUSINESS

CITY MANAGER RECRUITMENT

- Assistant City Manager Adrienne Newton-Johnson gave Council a PowerPoint Presentation on the City Manager Recruitment.

PROPERTY TAX LEVY LID LIFT

- Finance Director Jeff Friend gave Council a PowerPoint Presentation on the Property Tax Levy Lid Lift.

Direction/Action

Motion made by Councilmember Jeremy Nutting to adopt Draft Ordinance No. 24-020 to place a ballot measure for a property tax levy lid lift on the ballot for the August Primary Election; seconded by Deputy Mayor Harry Steinmetz.

Regular Meeting Minutes
April 25, 2024

Motion passed 4-3.

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

Against: Councilmember Gene Achziger, Councilmember Yoshiko
Grace Matsui, and Councilmember JC Harris.

Direction/Action

Motion made by Councilmember Jeremy Nutting to adopt Draft
Ordinance No. 24-028 to place a ballot measure for a property tax levy
lid lift on the ballot for the November General Election; seconded by
Deputy Mayor Harry Steinmetz.

Motion passed 4-3.

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

Against: Councilmember Gene Achziger, Councilmember Yoshiko
Grace Matsui, and Councilmember JC Harris.

NEW BUSINESS

Item 1: PUBLIC SAFETY LEVY LID LIFT PRO AND CON COMMITTEE
APPOINTMENTS

- Finance Director Jeff Friend gave Council a PowerPoint
Presentation on the Public Safety Levy Lid Lift Pro and Con
Committee Appointments.

Direction/Action

Motion made by Councilmember Jeremy Nutting to confirm the Mayoral
appointments of Martha Hamilton and Bettina Carey to the Pro
Committee, and the appointment of Susan White to the Con Committee,
for the August 2024 Public Safety Levy Lid Lift Ballot Proposition;
seconded by Deputy Mayor Harry Steinmetz.

Motion passed 7-0.

Item 2: NEW AGENDA ITEMS FOR CONSIDERATION – 10 Minutes

- There were no new items for future consideration.

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER GENE ACHGIZER

Regular Meeting Minutes
April 25, 2024

- No Report

COUNCILMEMBER JC HARRIS

- Arbor Day
- Highline School Directors

COUNCILMEMBER MATT MAHONEY

- Redondo Speed Cameras

COUNCILMEMBER YOSHIKO GRACE MATSUI

- Seattle Southside Chamber of Commerce's 2024 Pacific Northwest Education Workforce Summit
- Rummage and Plant Sale at the North Hill Community Center

Direction/Action

Motion made by Deputy Mayor Harry Steinmetz to extend the meeting until 9:10 p.m.; seconded by Councilmember Yoshiko Grace Matsui.
Motion passed 7-0.

COUNCILMEMBER JEREMY NUTTING

- Mental Health Awareness

DEPUTY MAYOR HARRY STEINMETZ

- Mental Health Awareness
- Citizens Advisory Committee Meeting
- Alina's Cafe Ribbon Cutting
- Candace's Vietnamese Kitchen Grand Opening
- City Manager Recruiting Firm Listening Session
- Redondo Community Meeting
- Destination Des Moines Art and Wine Walk
- Sound Cities Association Public Issues Committee Meeting
- Met with Representatives from the King County Executives Office
- Met with South King Fire and Rescue Chief Van Valkenburg
- Met with Rotary
- NIMS Training
- Communications
- Community Meetings

PRESIDING OFFICER'S REPORT

Regular Meeting Minutes
April 25, 2024

- Keeping Des Moines Safe
- Park Run
- Working Together

NEXT MEETING DATE

May 2, 2024 City Council Study Session

ADJOURNMENT

Direction/Action

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

The meeting adjourned at 9:06 p.m.

MINUTES

**DES MOINES CITY COUNCIL
STUDY SESSION
City Council Chambers
21630 11th Avenue S, Des Moines, Washington
Thursday, May 2, 2024 - 6:00 PM**

CALL TO ORDER

Mayor Traci Buxton called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was lead by Deputy Mayor Harry Steinmetz.

ROLL CALL

Council Present:

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

Staff Present:

Interim City Manager Tim George; Interim City Attorney Matt Hutchins; Assistant City Manager Adrienne Johnson-Newton; Director of Community/Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; Police Chief Tim Gately; Finance Director Jeff Friend; Director of Emergency Management and Workplace Safety Shannon Kirchberg; Legislative Advocate Anthony Hemstad; and City Clerk Taria Keane

CORRESPONDENCE

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

COMMENTS FROM THE PUBLIC

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

- Luisa Bangs, Senator Karen Keiser

DISCUSSION ITEMS

SENATOR KAREN KEISER LEGISLATIVE REPORT

Study Session Minutes
May 2, 2024

- Senator Karen Keiser gave Council a Legislative Report

SENATOR KAREN KEISER APPRECIATION DAY PROCLAMATION

Direction/Action

Motion made by Councilmember Matt Mahoney to approve the proclamation recognizing May 3, 2024 as Senator Karen Keiser Appreciation Day; seconded by Councilmember Jeremy Nutting. Motion passed 7-0.

Mayor Traci Buxton read the Senator Karen Keiser Appreciation Day Proclamation into the record.

CITY MANAGER RECRUITMENT

- Assistant City Manager Adrienne Johnson-Newton along with Vice President of SGR Consultant Dave Tuan discussed the City Manager Recruitment with Council.

NEXT MEETING DATE

May 09, 2024 City Council Regular Meeting

ADJOURNMENT

Direction/Action

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

The meeting adjourned at 7:22 p.m.

MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Des Moines, Washington
Thursday, May 9, 2024 - 6:00 PM**

CALL TO ORDER

Mayor Traci Buxton called the meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember JC Harris.

ROLL CALL

Council Present:

Mayor Traci Buxton; Councilmember Gene Achziger; Councilmember Yoshiko Grace Matsui; Councilmember JC Harris; Councilmember Matt Mahoney; and Councilmember Jeremy Nutting

Council Absent:

Deputy Mayor Harry Steinmetz

Direction/Action

Motion made by Councilmember Jeremy Nutting to excuse Deputy Mayor Harry Steinmetz; seconded by Councilmember Matt Mahoney. Motion passed 6-0.

Staff Present:

Interim City Manager Tim George; Interim City Attorney Matt Hutchins; Director of Community/Administrative Services Bonnie Wilkins; Harbormaster Scott Wilkins; City Prosecutor Tara Vaughn; Community Development Director Denise Lathrop; Acting Public Works Director Tommy Owen; Civil Engineer I Cong Nguyen; Finance Director Jeff Friend; Director of Community Events and Services Nicole Nordholm; Executive Administrative Analyst Rochelle Caton; City Clerk Taria Keane; and Police Officer Abram English

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

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

COMMENTS FROM THE PUBLIC

- Barbara McMichael, Masonic Home
- Susan White, Masonic Home
- Richard Kennedy, Masonic Home
- Kristina Schafer, Masonic Home
- Lloyd Lytle, Masonic Home
- George Pettibone, Masonic Home
- Steve Edmiston, Masonic Home
- Kelly Lindsey, Masonic Home

COMMITTEE CHAIR REPORT

- Finance Committee: Chair Matt Mahoney
 - Councilmember Matt Mahoney gave Council an update on the Finance Committee meeting.
- Transportation Committee: Chair Matt Mahoney
 - Councilmember Matt Mahoney gave Council an update on the Transportation Committee meeting.
- Environment Committee: Chair JC Harris
 - Councilmember JC Harris gave Council an update on the Environment Committee meeting.
- Public Safety/Emergency Management Committee: Chair Traci Buxton
 - Mayor Traci Buxton gave Council an update on the Public Safety/Emergency Management Committee meeting.
- Soundside Alliance Meeting
 - Mayor Traci Buxton gave Council an update on the Soundside Alliance Meeting.

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

- There was no City Manager Report

CONSENT AGENDA

Item 1: APPROVAL OF VOUCHERS

Motion is to approve the payment vouchers through April 25, 2024 and payroll transfers through April 20, 2024 in the attached list and further described as follows:

| | | |
|-------------------------|----------------|----------------|
| EFT Vendor Payments | #9961-10037 | \$ 574,371.96 |
| Wires | #2559-2568 | \$2,575,320.53 |
| Accounts Payable Checks | #165802-165824 | \$ 218,623.13 |

Regular Meeting Minutes
May 9, 2024

| | | | |
|-----------------------|--------------|----|------------|
| Payroll Checks | #19816-19816 | \$ | 1,870.04 |
| Payroll Voided Advice | #9202-9202 | \$ | (2,020.04) |
| Payroll Checks | #19817-19820 | \$ | 5,704.88 |
| Payroll Advice | #9224-9385 | \$ | 462,221.35 |

Total Checks and Wires for A/P & Payroll: \$3,836,091.85

Item 2: APPROVAL OF MINUTES

Motion is to approve the March 28, 2024 and April 11, 2024 Regular City Council Meeting and the April 04, 2024 Study Session Minutes.

Item 3: PRIDE MONTH PROCLAMATION

Motion is to approve the Proclamation recognizing June as LGBTQIA+ Pride Month.

Item 4: SENIOR SERVICES ADVISORY COMMITTEE APPOINTMENT

Motion is to confirm the Mayoral appointment of Randy Richards to an open position on the City of Des Moines Senior Services Advisory Committee, effective immediately and expiring December 31, 2027.

Item 5: REDONDO SPEED ENFORCEMENT FUND

Motion is to adopt Draft Ordinance No. 24-032, adding a new section to the chapter 3.51 DMMC establishing a Special Revenue Fund entitled "Redondo Speed Enforcement Fund."

Item 6: SENIOR ACTIVITY CENTER MANAGEMENT CONTRACT

Motion is to approve the Professional Management Services Contract with Wesley for the provision of Senior Services, and authorize the City Manager to sign the Agreement substantially in the form as submitted.

Item 7: KENT DES MOINES ROAD/16TH AVE S PIPE REPLACEMENT PROJECT - CONTRACT AWARDS

Motion 1 is to approve the Public Works Contract with Harkness Construction LLC (Contractor) for the Kent Des Moines Road/16th Ave S Pipe Replacement Project in the amount of \$346,422.00, authorize a project construction contingency in the amount of \$35,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.

Motion 2 is to approve the 2024-2025 On-Call General Civil Engineering Services Task Assignment 2024-01 with KBA, Inc. to provide Construction Administration and Inspection services for the Kent Des Moines Road/16th Ave S Pipe Replacement Project in the amount of \$75,660.00 and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

Motion 3 is to approve the 2024-2025 On-Call General Civil Engineering

Regular Meeting Minutes
May 9, 2024

Services Task Assignment 2024-02 with KPG Psomas to provide Engineer of Record services for the Kent Des Moines Road/16th Ave S Pipe Replacement Project in the amount of \$14,721.33, and further authorize the City Manager to sign said Task Assignment substantially in the form as submitted.

- Item 8: HEARING EXAMINER APPOINTMENT
Motion is to confirm the appointment of Peregrin Sorter as the City's Hearing Examiner and to authorize the City Manager to sign the professional services agreement with the Laminar Law, PLLC substantially in the form as attached.

Direction/Action

Motion made by Councilmember Jeremy Nutting to approve the Consent Agenda; seconded by Councilmember Matt Mahoney. Motion passed 6-0.

Councilmember Yoshiko Grace Matsui read the Pride Month Proclamation into the record.

NEW BUSINESS

- Item 1: DRAFT ORDINANCE 24-023 AMENDING THE ANIMAL CODE
Staff Presentation by City Prosecutor Tara Vaughn

- City Prosecutor Tara Vaughn gave Council a PowerPoint Presentation on the Animal Code.

Direction/Action

Motion made by Councilmember Jeremy Nutting to enact Draft Ordinance 24-023, adopting amendments to the City's animal code; seconded by Councilmember Matt Mahoney. Motion passed 6-0.

- Item 2: NEW AGENDA ITEMS FOR CONSIDERATION – 10 Minutes
- There were no new agenda items for consideration.

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER JC HARRIS

- Regional Transportation Committee
- Environment Committee

Regular Meeting Minutes
May 9, 2024

- 3rd Runway

COUNCILMEMBER MATT MAHONEY

- No Report

COUNCILMEMBER YOSHIKO GRACE MATSUI

- Senior Advisory Committee Meeting
- Opening of South Sound Boating Season

COUNCILMEMBER JEREMY NUTTING

- No Report

COUNCILMEMBER GENE ACHZIGER

- No Report

PRESIDING OFFICER'S REPORT

- Dozens of Engagements with Residents and Colleagues
- Earth Day Celebration
- Alina's Ribbon Cutting
- Senior Center
- Dollars for Scholars
- Keeping Des Moines Safe
- Park Run
- Des Moines Farmers Market
- Chat with the Mayor

NEXT MEETING DATE

June 06, 2024 City Council Study Session

ADJOURNMENT

Direction/Action

Motion made by Councilmember JC Harris to adjourn; seconded by Councilmember Jeremy Nutting.

Motion passed 6-0.

The meeting adjourned at 7:10 p.m.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Juneteenth Proclamation

FOR AGENDA OF: June 13, 2024

ATTACHMENTS:
1. Proclamation

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: June 4, 2024

CLEARANCES:

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: _____

Purpose and Recommendation

The purpose of this agenda item is to recognize June 19, 2024 as Juneteenth.

Suggested Motion

Motion: “I move to approve the proclamation recognizing June 19th, 2024, as a day to celebrate Juneteenth.”

Background

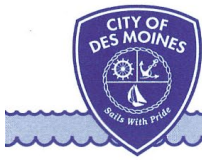
June 19, 1865 marks the date that Major General Gordon Granger arrived in Galveston, Texas and announced the end of both the Civil War and Slavery. The 1865 date is largely symbolic in that the Emancipation Proclamation, issued by President Abraham Lincoln, had legally freed slaves on January 1, 1863, almost 2 ½ years earlier. Juneteenth honors the end to slavery in the United States and is considered the longest running African American holiday. In its 2021 term, the Washington State Legislature passed Substitute House Bill 1016, which makes the nineteenth of June a state legal holiday beginning in 2022 as a day of remembrance for the day when slaves learned of their freedom.

Alternatives

None.

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, on January 1, 1863, President Abraham Lincoln issued the Emancipation Proclamation, setting in motion the end of slavery in the United States; and

WHEREAS, the Civil War ended with the surrender of General Lee at Appomattox Court House on April 9, 1865; and

WHEREAS, this news reached Texas when Union General Gordon Granger arrived in Galveston Bay with Union troops. It was on June 19, 1865, that he announced: “The people of Texas are informed that, in accordance with a proclamation from the Executive of the United States, all slaves are free”; and

WHEREAS, celebration of the end of slavery, which became known as Juneteenth, is the oldest known public celebration of the end of slavery in the United States; and

WHEREAS, Juneteenth commemorates African American freedom and celebrates the successes gained through education and greater opportunity; and

WHEREAS, on a larger scale, celebration of Juneteenth reminds each of us of the precious promises of freedom, equality, and opportunity which are at the core of the American Dream; and

NOW THEREFORE, THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS June 19th as a day to celebrate

JUNETEENTH 2024

In the City of Des Moines, Washington.

SIGNED this 13th day of June, 2024.

Traci Buxton, Mayor



The Waterland City

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: 2025 SKHHP Work Plan and Budget

FOR AGENDA OF: June 13, 2024

ATTACHMENTS:

- 1. Draft Resolution No. 24-035
- 2. SKHHP Resolution No. 2024-02

DEPT. OF ORIGIN: Park & Recreation

DATE SUBMITTED: June 3, 2024

CLEARANCES:

- City Clerk SC
- Communications Jill M.../s/DH
- Community Development /s/DH
- Courts _____
- Emergency Management _____
- Finance [Signature]
- Human Resources _____
- Legal /s/ MH
- Marina _____
- Police _____
- Parks, Recreation & Senior Services [Signature]
- Public Works _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to review and approve the 2025 South King Housing and Homelessness Partners (SKHHP) work plan and budget.

Suggested Motion

Motion: "I move to enact Draft Resolution No. 24-035, approving the 2025 South King Housing and Homelessness Partners Budget and the 2025 Work Plan."

Background

The South King Housing and Homelessness Partners (SKHHP) was established through an interlocal agreement between nine South King County cities and King County to work together and share resources to increase options for South King County residents to access affordable housing and preserve existing affordable housing. SKHHP currently has 12 member jurisdictions. Consistent with the SKHHP Interlocal Agreement, the SKHHP 2025 work plan and budget must be adopted by the SKHHP Executive Board and approved by each member jurisdiction’s legislative body.

Discussion

Every year, an annual work plan and budget is developed in collaboration with the SKHHP Executive Board, Advisory Board, and staff work group to guide the work of SKHHP staff in the coming year. Pursuant to the SKHHP Interlocal Agreement, each participating jurisdiction must approve SKHHP’s annual budget and work plan. The 2025 Executive Board recommended work plan was developed through surveys to the Executive and Advisory Boards on their priorities in February and an interactive in-person discussion with the Executive Board in March. The draft 2025 work plan and budget was adopted on April 19, 2024 at the Executive Board’s regularly scheduled meeting.

The 2025 work plan includes four goals with corresponding action items. Each action item is prioritized as higher, medium, or lower priority. Indicators are included to measure progress on the goals. The four goals, which are the same as the 2024’s goals, include the following:

1. Fund the expansion and preservation of affordable housing
2. Develop policies that expand and preserve affordable housing
3. Serve as an advocate for South King County
4. Manage operations and administration

The 2025 SKHHP operating budget totals \$468,237, supporting two full-time staff, and includes itemization of all categories of budgeted expenses and itemization of each jurisdiction’s contribution, including in-kind services. Operating revenues originate from SKHHP member contributions. As discussed last year with Council, contributions are proposed to increase 15% annually for each member jurisdiction through 2026 as approved by the Executive Board in July 2021 to work towards a balanced budget whereby SKHHP’s revenues can fully support the budgeted expenditures. These projected member contributions assume no additional staff would be added. Member contributions are based on population size accordingly, and no members are moving into a new population tier in 2025:

| Population tier | 2023 Contribution | 2024 Contribution | 2025 Contribution | 2026 Contribution |
|------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <10,000 | \$5,290 | \$6,084 | \$6,996 | \$8,045 |
| 10,001 – 35,000 | \$9,919 | \$11,407 | \$13,118 | \$15,085 |
| 35,001 – 65,000 | \$19,838 | \$22,814 | \$26,236 | \$30,172 |
| 65,000 – 100,000 | \$34,385 | \$39,543 | \$45,474 | \$52,295 |
| 100,000+ | \$44,965 | \$51,710 | \$59,466 | \$68,386 |

Salaries and benefits are proposed to increase by 5% in 2025. Interfund IT, which is the amount paid to SKHHP’s administering agency (City of Auburn) for IT services, is proposed to increase by 11%. Advisory Board compensation, SKHHP staff travel, and supplies remain unchanged in 2025. Professional services/Misc. is proposed to increase to accommodate necessary legal assistance for the development and

review of SKHHP’s housing contracts and funding documents. This line item also incorporates budgeted expenses for professional development from 2024 to align with the administering agency’s expenditure categories. SKHHP continues to spend down the fund balance from cost-savings in 2019 and 2020 to mitigate any additional increases to member contributions.

The 2025 Executive Board recommended operating budget also includes the spend-down of interest earnings accrued primarily from Housing Capital Fund contributions. Interest earned between 2019 and 2023 by jurisdiction/entity to be applied to the operating fund balance are as follows:

TABLE 1: INTEREST EARNED BY JURISDICTION 2019-2023

| MEMBER | TOTAL |
|----------------------|------------------|
| AUBURN | \$8,653 |
| BURIEN | \$6,588 |
| COVINGTON | \$8,036 |
| DES MOINES | \$2,534 |
| FEDERAL WAY | \$11,276 |
| KENT | \$97,962 |
| MAPLE VALLEY | -- |
| NORMANDY PARK | \$281 |
| RENTON | \$16,726 |
| SEATAC | -- |
| TUKWILA | \$975 |
| KING COUNTY | \$488 |
| KCHA | \$9 |
| TOTAL | \$153,529 |

To spend the interest earnings requires the approval of each SKHHP member with allocated accrued interest based on their contributions. With the adoption of the 2025 SKHHP operating budget which incorporates the interest earnings into the SKHHP operating fund balance, the City Council is providing authorization for SKHHP to use those funds towards the operating budget. These funds will assist in future years should there be an economic recession and members choose to pause an increase in dues.

Alternatives

Council could choose not to approve the 2025 work plan and budget for SKHHP.

Financial Impact

Based on SKHHP's 2025 Operating Budget, the City of Des Moines 2025 contribution is \$13,118.

Recommendation

Staff recommends approval of Resolution 24-035 adopting the 2025 SKHHP work plan and budget. This recommendation is based on the following:

1. The 2025 SKHHP work plan and budget is consistent with the Interlocal Agreement and relevant subsequent Companion Agreements between Auburn, Burien, Covington, Des Moines, Federal Way, Kent, Maple Valley, Normandy Park, Renton, SeaTac, Tukwila, and King County.
2. The 2025 SKHHP work plan and budget incorporates the feedback and priorities of the SKHHP Executive Board made up of representatives of each participating jurisdiction and the Advisory Board made up of South King County community members, representatives of housing organizations, and affordable housing subject matter experts.

CITY ATTORNEY'S FIRST DRAFT, 06/05/2024

DRAFT RESOLUTION NO. 24-035

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON, approving the South King Housing and Homelessness Partners 2025 Work Plan and 2025 Operating Budget.

WHEREAS, on April 2, 2019 the City of Des Moines enacted an Interlocal Agreement (ILA) with eight other south King County cities and King County to form the South King Housing and Homelessness Partners (SKHHP), and

WHEREAS, pursuant to the Interlocal Agreement, each participating jurisdiction must approve an annual work plan each year to guide the work of SKHHP staff, and

WHEREAS, pursuant to the Interlocal Agreement, each participating jurisdiction must approve SKHHP's annual budget that includes an itemization of all categories of budgeted expenses and itemization of each Party's contribution, including in-kind services, and

WHEREAS, the purpose of the annual work plan and budget is to provide management and budget guidance, and implement the overarching SKHHP mission to work together and share resources to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock, and

WHEREAS, the 2025 work plan includes four goals with corresponding action items that further SKHHP's mission, and

WHEREAS, on April 19, 2024, the SKHHP Executive Board adopted Resolution 2024-02 enacting the 2025 work plan and budget upon approval by the legislative body of each participating party, and

WHEREAS, the City Council of the City of Des Moines finds the 2025 SKHHP Work Plan appropriate and necessary to promote the public health and welfare, and

WHEREAS, the City Council of the City of Des Moines finds the 2025 SKHHP Operating Budget appropriate and necessary to promote the public health and welfare; now therefore,

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

Resolution No. ____
Page 2 of 2

Sec. 1. The City Council hereby approves the SKHHP 2024 Work Plan, attached hereto as Attachment "A".

Sec. 2. The City Council hereby approves the SKHHP 2024 Operating Budget, attached hereto as Attachment "B".

Sec. 3. The City of Des Moines will transmit its annual contribution to SKHHP on an annual basis during the first quarter of the calendar year.

Sec. 4. The City Manager is authorized and directed to take such administrative procedures as may be necessary to implement this Resolution.

Sec. 5. This Resolution shall take effect and be in full force on passage and signing.

PASSED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2024 and signed in authentication thereof this _____ day of _____, 2024.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

RESOLUTION NO. 2024-02

A RESOLUTION OF THE EXECUTIVE BOARD OF THE SOUTH KING HOUSING AND HOMELESSNESS PARTNERS (SKHHP), ADOPTING THE 2025 SKHHP WORK PLAN AND OPERATING BUDGET

WHEREAS, pursuant to the Interlocal Agreement, the SKHHP Executive Board approves an annual work plan and budget each year to guide the work of SKHHP staff; and

WHEREAS, pursuant to the Interlocal Agreement, the annual budget includes an itemization of all categories of budgeted expenses and itemization of each Party’s contribution, including in-kind services; and

WHEREAS, upon adoption by the Executive Board, the annual work plan and budget will be transmitted to each participating jurisdiction for approval by their legislative body; and

WHEREAS, the budget will not become effective until approved by the legislative body of each jurisdiction and adopted by the SKHHP Executive Board; and

WHEREAS, if a party does not approve the work plan or budget in a timely manner, the Executive Board may adopt the budget and work plan with a two-thirds majority vote; and

WHEREAS, the purpose of the annual work plan and budget is to provide management and budget guidance, and implement the overarching SKHHP mission to work together and share resources to increase the available options for South King County residents to access affordable housing and to preserve the existing affordable housing stock; and

WHEREAS, the 2025 work plan includes four goals with corresponding action items that further SKHHP’s mission.

NOW, THEREFORE, THE EXECUTIVE BOARD RESOLVES as follows:

- Section 1.** The Executive Board adopts the 2025 SKHHP Work Plan in Attachment A.
- Section 2.** The Executive Board adopts the 2025 SKHHP Operating Budget in Attachment B.
- Section 3.** Each party’s contribution to SKHHP’s operating budget will be transmitted on an annual basis during the first quarter of the calendar year.
- Section 4.** This Resolution will take effect and be in full force upon approval by the legislative body of each participating jurisdiction.

Dated and signed this _____ day of _____, 2024.

NANCY BACKUS, CHAIR, SOUTH KING HOUSING AND HOMELESSNESS PARTNERS

RESOLUTION 2024-02 – ATTACHMENT A
SKHHP 2025 WORK PLAN

PURPOSE

Establish a 2025 SKHHP work plan and budget that is guided by Executive Board priorities, is consistent with the SKHHP Interlocal Agreement, and furthers SKHHP’s mission.

BACKGROUND

Established by an interlocal agreement, SKHHP jurisdictions work together and share resources to increase options for South King County residents to access affordable housing and preserve existing affordable housing. The 2025 SKHHP work plan builds on work done in previous years and was developed in collaboration with the Executive Board, Advisory Board, and staff work group.

The work plan is organized into four goals with corresponding action items. Each action is identified by priority as follows:

- Higher – Identified as higher priority by Executive Board or is necessary to carry out the Interlocal Agreements
- Medium – Identified as mid-level priority
- Lower – Identified as lower priority

Quarterly budget and progress reports on the status of the work plan elements will be submitted to the SKHHP Executive Board and the legislative body of each member jurisdiction as follows:

Quarter 1: May | **Quarter 2:** August | **Quarter 3:** November | **Quarter 4:** February

In accordance with the Interlocal Agreement, the 2025 SKHHP work plan and budget will be approved by the SKHHP Executive Board and the legislative body of each member jurisdiction.

SKHHP MISSION

South King County jurisdictions working together and sharing resources to create a coordinated, comprehensive, and equitable approach to increasing housing stability, reducing homelessness, and producing and preserving quality affordable housing in South King County.

GOALS & ACTIONS

| Goal | Actions |
|--|---------------|
| 1. Fund the expansion and preservation of affordable housing. | 1 through 5 |
| 2. Develop policies to expand and preserve affordable housing. | 6 through 10 |
| 3. Serve as an advocate for South King County. | 11 through 15 |
| 4. Manage operations and administration. | 16 through 20 |



Goal 1

Fund the expansion and preservation of affordable housing.

| Actions | Priority of Actions ●●● = Higher ●● = Medium ● = Lower |
|---|---|
| 1. Pool resources from member cities for the Housing Capital Fund, including SHB 1406 funds, HB 1590 funds, and general funds. | ●●● |
| 2. Develop and execute contract documents and covenants for projects ready to move forward (Burien Family Housing – 2022; Kent Multicultural Village – 2023; Skyway Affordable Housing and Early Learning Center – 2023). | ●●● |
| 3. Facilitate approval from participating Councils of recommended projects from 2024 Housing Capital Fund funding round and preparing contract documents and covenants if any projects are ready to move forward. | ●●● |
| 4. Manage 2025 Housing Capital Fund funding round including adopting annual guidelines, updating application materials, soliciting proposals, and facilitating project selection. | ●●● |
| 5. Encourage investment in South King County by private investors, lenders, and philanthropies. | ●● |
| Indicators | |
| ○ Number of housing units or number of projects funded with financial support from SKHHP | |
| ○ Number of housing units preserved with financial support from SKHHP | |
| ○ Total dollar amount pooled by member jurisdictions for Housing Capital Fund | |
| ○ Total dollar amount from new sources of revenue added to the Housing Capital Fund | |
| ○ Geographic diversity of applications received for annual Housing Capital Fund funding round | |



Goal 2

Develop policies to expand and preserve affordable housing.

| Actions | Priority of Actions ••• = Higher •• = Medium • = Lower |
|--|--|
| 6. Facilitate implementation of any subregional housing preservation strategies. | ••• |
| 7. Facilitate technical assistance and updates to the Affordable Housing Inventory Dashboard. | ••• |
| 8. Build relationships with developers to learn from their perspective the ways to encourage housing development, especially affordable housing. | •• |
| 9. Convene land use planners to increase coordination and collaboration on housing policy and planning. | • |
| 10. Develop SKHHP Executive Board briefings on key housing and homelessness topics, especially as they relate to the goals of the work plan. | • |
| Indicators | |
| ○ Number of subregional housing preservation strategies facilitated or supported | |
| ○ Successful update of data to the Affordable Housing Inventory Dashboard | |
| ○ Number of relationships built with developers | |
| ○ Number of Executive Board briefings on key housing and homelessness topics | |



Goal 3

Serve as an advocate for South King County.

| Actions | Priority of Actions ••• = Higher •• = Medium • = Lower |
|---|---|
| 11. Coordinate with the Advisory Board in collaboration with housing organizations and stakeholder groups to provide education and engagement opportunities for elected officials and community members. | •• |
| 12. Work collaboratively with public funders at the state and local levels to promote shared affordable housing goals and equitable geographic distribution of resources. | •• |
| 13. Represent SKHHP at relevant local and regional meetings and forums that help advance SKHHP’s mission and provide a voice for increasing access to safe, healthy, and affordable housing in South King County. | • |
| 14. Meet with legislators as opportunities arise to inform about SKHHP’s mission, goals, and the Housing Capital Fund. | • |
| 15. Connect affordable housing developers with property owners who intend to sell naturally occurring affordable housing in coordination with member cities. | • |
| Indicators | |
| ○ Number of events or engagement opportunities Advisory Board members organize or support | |
| ○ Number of meetings, forums, or events attended that advance SKHHP's mission | |
| ○ Number of meetings with legislators that promote SKHHP and South King County | |
| ○ Number of affordable housing developers connected with property owners intending to sell naturally occurring affordable housing | |



Goal 4

Manage operations and administration.

| Actions | Priority of Actions ••• = Higher •• = Medium • = Lower |
|--|--|
| 16. Develop annual work plan and budget. | ••• |
| 17. Generate and distribute quarterly progress reports to SKHHP Executive Board and member jurisdictions. | ••• |
| 18. Work with administering agency to maintain records and produce regular financial reports for the SKHHP Housing Capital Fund and SKHHP Operating Account. | ••• |
| 19. Organize and host monthly Executive and Advisory Board public meetings. | ••• |
| 20. Maintain and update the SKHHP website. | •• |
| Indicators | |
| ○ Work plan and budget adopted | |
| ○ Quarterly progress reports prepared and presented to Executive Board | |
| ○ Financial reports and public records maintained | |
| ○ Monthly Executive and Advisory Board meetings held | |
| ○ Website maintained | |

RESOLUTION 2024-02 – ATTACHMENT B

2025 SKHHP Operating Budget

| | |
|--|------------|
| Estimated beginning fund balance - January 1, 2025 | \$ 344,131 |
| Estimated ending fund balance - December 31, 2025 | \$ 285,588 |

REVENUES

| | |
|---------------------------------|-------------------|
| Auburn | \$ 45,474 |
| Burien | \$ 26,236 |
| Covington | \$ 13,118 |
| Des Moines | \$ 13,118 |
| Federal Way | \$ 59,466 |
| Kent | \$ 59,466 |
| Maple Valley | \$ 13,118 |
| Normandy Park | \$ 6,996 |
| Renton | \$ 59,466 |
| SeaTac | \$ 13,118 |
| Tukwila | \$ 13,118 |
| King County* | \$ 59,466 |
| Additional King County* | \$ 15,534 |
| Office space (in-kind donation) | \$ 12,000 |
| TOTAL REVENUES | \$ 409,694 |
| Spend down balance | \$ 58,543 |
| TOTAL | \$ 468,237 |

EXPENSES

| | |
|--|-------------------|
| Salaries and benefits | \$ 320,611 |
| Interfund IT | \$ 35,000 |
| Advisory Board compensation | \$ 14,400 |
| Office space (in-kind donation) | \$ 12,000 |
| Professional services/Misc. | \$ 37,500 |
| Travel | \$ 5,250 |
| Supplies | \$ 2,000 |
| Subtotal | \$ 426,761 |
| Administering agency - 10% admin fee** | \$ 41,476 |
| TOTAL | \$ 468,237 |

*King County contribution based on the population of unincorporated King County is shown as increasing at the same rate as other partner jurisdictions and the additional allocation decreasing to maintain a total contribution of \$75,000 per year.

**10% administrative fee is calculated as a percentage of operating costs which excludes in-kind donations and carry-forwards.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Updating Gender References in
the DMMC

FOR AGENDA OF: June 13, 2024

ATTACHMENTS:

- 1. Draft Ordinance No. 24-036

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: June 3, 2024

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this item is for the Council to consider updating outdated gendered language contained in the Des Moines Municipal Code related to the duties and powers of the City Manager. The following motion will appear on the consent agenda.

Suggested Motion

Motion: "I move to adopt Draft Ordinance No. 24-036 updating outdated gendered language contained in the Des Moines Municipal Code."

Background:

The City of Des Moines operates as a Council-Manager optional code city governed by RCW chapter 35A.13. The duties and powers of the City Manager are provided both in state law, but also by ordinances of the City Council. The City Council has enacted numerous ordinances referencing the City Manager, dating back to the first ordinance of the City Council, enacted June 25, 1959.

Several of these provisions were enacted during a time where the chosen language assumed the position of City Manager would be filled by a male. As society has evolved to work towards erasing these sorts of assumptions, the City Council has made amendments to the DMMC to remove gendered language when the opportunity presents.

During the process of beginning a search for a new City Manager, it came to the administration's attention that the chapter of the DMMC defining the duties of the City Manager contained gendered language dating back to Ordinance no. 1. While reviewing related code sections, several other sections were found to also contain outdated gendered language.

Discussion:

Draft Ordinance 24-036 contains amendments to five sections of the DMMC to removed gender assumptions about the person holding the role of City Manager. Certain stylistic changes are also included to bring these sections in compliance with the current legislative drafting standards of the City. There is no substantive change to the effect of any of these sections.

Alternatives:

The Council may:

1. Adopt the Draft Ordinance as presented.
2. Adopt the Draft Ordinance with amendments.
3. Decline to pass the Draft Ordinance.

Financial Impact:

No impact.

Recommendation:

Staff recommends adopting the Draft Ordinance and presented.

CITY ATTORNEY'S FIRST DRAFT 06/04/2024

DRAFT ORDINANCE NO. 24-036

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the duties of the City Manager, and amending DMMC 2.04.020, 3.44.070, 3.80.020, 5.40.080, and 7.04.090.

WHEREAS, on June 25, 1959 the City Council enacted Ordinance no. 1 that defined the duties and obligations of the City Manager, codified in Chapter 2.04 DMMC, and

WHEREAS, DMMC 2.04.020 contains gendered language that on its face implies that the City Manager of the City of Des Moines shall be of the male gender, and

WHEREAS, further review of the Municipal Code revealed that other DMMC sections related to powers and duties of the City Manager also contained gendered language, and

WHEREAS, the City Council wishes to reinforce that the gender of an individual shall play no role in determining whether that individual is suited for the role, and

WHEREAS, after due deliberation, the City Council finds that the Des Moines Municipal Code should be amended to update outdated language as set forth in this Ordinance; now therefore,

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

Sec. 1. DMMC 2.04.020 and section 2 of Ordinance No. 1 are each amended to read as follows:

Full time to be devoted to ~~city~~City - Oath - Bond.

Unless express authority to the contrary is hereafter granted by resolution of the eCity eCouncil, the eCity #MManager shall devote ~~his~~their full time to the affairs of the eCity and before undertaking the duties of such office, the eCity #MManager shall take an official oath in support of the government of the United States and laws of the state and ordinances of the eCity, and the faithful performance of ~~his~~their duties, and shall execute a bond in favor of the eCity in the sum of \$2,500.

Sec. 2. DMMC 3.44.070 and section 6 of Ordinance No. 479 as amended by section 63(16) of Ordinance No. 1144 are each amended to read as follows:

Procedure for granting deferral.

Applications for either a phase one or phase two deferral shall be made to the eCity eClerk on forms provided by the eCity. The decision as to whether an applicant qualifies for either a phase one or phase two deferral shall be made by the eCity #Manager or ~~his~~ the City Manager's designee. Any person aggrieved by such decision may file an appeal in writing to the eCity eCouncil within 10 days after receipt of the administration's decision. The decision of the eCity #Manager or ~~his~~ the City Manager's designee shall be final and binding unless such appeal is timely filed with the eCity eClerk. Thereafter, the eCity eClerk shall timely place the matter on the agenda of the eCity eCouncil and notify the applicant of the time and date in writing. The applicant shall have an opportunity to be heard before the eCity eCouncil at a public meeting. The decision of the eCity eCouncil shall be final and binding on the parties. The application for either a phase one or phase two deferral shall be made on a yearly basis; that is, the granting of either type of deferral shall be limited to one year, and the burden is upon the applicant to establish to the satisfaction of the eCity that ~~he~~ they ~~qualifies~~ for a deferral on a yearly basis. The eCity shall have the authority to require the applicant to justify ~~his~~ their deferral status at any time during a deferral period if the eCity has reasonable cause to believe that the financial condition of the applicant is such that ~~his~~ their deferral status is no longer justified. All deferrals shall require an agreement setting forth the terms and conditions of the deferral and the applicant shall execute any necessary instrument to perfect any lien.

Sec. 3. DMMC 3.80.020 and section 2 of Ordinance No. 1339 are each amended to read as follows:

Approval authority - Monetary donations.

The eCity #Manager is hereby authorized to approve on behalf of the eCity all monetary donations to the eCity of Des Moines. All monetary donations approved by the eCity shall be

Ordinance No. _____
Page 3 of 4

deposited into the appropriate account as established in this chapter. The eCity #Manager, at ~~his~~their discretion, is authorized to refuse any monetary donation.

Sec. 4. DMMC 5.40.080 and section 8 of Ordinance No. 361 as amended by section 1(c) of Ordinance No. 366 are each amended to read as follows:

Records to be open for inspection.

It shall be the responsibility of all officers, directors, and managers of an organization conducting gambling activities subject to taxation under this chapter to make available at all reasonable times such membership and financial records as the eCity #Manager, ~~his~~the City Manager's authorized representative, or law enforcement representative of the eCity may require in order to determine full compliance with this chapter.

Sec. 5. DMMC 7.04.090 and section 10 of Ordinance No. 45 as amended by section 1 of Ordinance No. 130 are each amended to read as follows:

Nuisances detrimental to health - Abatement.

It is unlawful for a person to have or permit upon premises owned, occupied, or controlled by ~~him~~ them, a nuisance detrimental to health, or an accumulation of filth, garbage, decaying animal or vegetable matter, or animal or human excrement, and it shall be the duty of the eCity #Manager or ~~his~~the City Manager's authorized representative to cause such person to be notified to abolish, abate and remove such nuisances, and in case such person fails, neglects, or refuses to remove the same within three days after receiving such notice, such nuisance may be removed and abated under and by order of the eCity #Manager or ~~his~~the City Manager's authorized representative and the person whose duty it was to abate or remove such nuisance, in addition to incurring penalties in this chapter provided, shall become indebted to the eCity for the damages, costs, and charges incurred by the eCity by reason of the existence and removal of such nuisance.

Sec. 6. Severability - Construction.

Ordinance No. _____
Page 4 of 4

(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. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

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

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Marina Building Roof Replacement

FOR AGENDA OF: June 13, 2024

ATTACHMENTS:

1. Public Works Contract
2. Exhibit "A" D & D Proposal and Purchase agreement

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: May 22, 2024

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Emergency Management _____
- Finance *MH*
- Human Resources _____
- Legal */s/ MH*
- Marina *(SW)*
- 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 seek Council approval for a contract with D & D Construction Inc. for the replacement and installation of new roofs on two Marina owned buildings currently being leased to CSR Boat Repair.

Suggested Motion

Motion 1: "I move to approve the Public Works Contract with D & D Construction Inc. for the purchase and installation of new roofs for two Marina buildings leased by CSR and direct the City Manager to sign the contract substantially in the form as submitted."

Background

The Marina owns two steel constructed buildings, both with galvanized coated metal roofs. CSR is a boat repair company that currently leases these spaces from the Marina. CSR has been a tenant and leasing space from the Des Moines Marina for well over 20 years and has been a positive addition to the marina, serving our marina tenants, and the boating community throughout Puget Sound.

Discussion

The Marina owns and leases the boat yard location and existing infrastructure. The buildings referenced were both constructed in 1970. With the structures now being well over 50+ years old, the roofs are starting to fail and are now leaking in several locations. Upon inspection, it was found that the protective galvanized coating is sluffing off the original metal roofing material. For CSR to stay in compliance with their boat yard permits, they are required to maintain benchmarks set by the state agencies for the release of heavy metals, including: copper, iron, zinc and others. With the deterioration of the galvanization of the roof material (mixed with rain), the run-off from these buildings is having a direct impact on maintaining those benchmarks.

Because of the age of the buildings, the Marina investigated temporary fixes and alternative materials to be used such as coatings, overlays, or membrane type repairs. The buildings themselves are still in good shape, so the consensus was that for longevity, it would be the most cost effective in the long term to do a total replacement of both the roofs.

These buildings are a significant asset to the Marina, and the rent generates positive revenue for the Marina.

The Marina reached out to 5 roofing companies, all are listed on the Small Works Roster which the City utilizes for smaller projects. All five responded with quotes. Three companies were significantly more expensive than D & D. The fourth quote was based on non-prevailing wages and alternative materials and was deemed non-responsive. This left D & D as the lowest responsive bid.

Alternatives

Council may choose not to enter into an agreement with D & D Construction Inc. and direct staff to bring back alternative proposals.

Financial Impact

The costs of the contract will be paid through a combination of Marina Building Maintenance funds, and Marina enterprise funds total cost: \$62,890.00 + applicable taxes.

Recommendation

Staff recommends entering into the agreement with D & D Construction Inc.



PUBLIC WORKS CONTRACT
between City of Des Moines and
D & D Construction Inc.

THIS CONTRACT is made and entered into by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and D & D Construction Inc. organized under the laws of the State of Washington, located and doing business at PO Box 1133 Orting WA, (253) 538-9331, Blake Collier (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City as specifically described in Exhibit "A" D and D Construction Inc. Proposal and Purchase agreement, attached hereto and incorporated herein by reference.

a. Contractor represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for those items mentioned therein to be furnished by the City.

c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated.

In addition, the work shall be in conformance with the following documents which are by reference incorporated herein and made part hereof:

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) shall perform any changes in the work in accord with the Contract Documents.

d. Any inconsistency in the parts of the Contract and the documents referenced in section I c above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Terms and provisions of the Contract
2. Addenda,
3. Proposal Form,
4. Special Provisions, including APWA General Special Provisions, if they are included,
5. Contract Plans,
6. Amendments to the Standard Specifications,
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
8. Contracting Agency's Standard Plans (if any), and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit "A" attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within **30 Working Days**, and be complete before **July 5th, 2024**. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed \$62,890.00, plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract per attached Exhibit "A". Total amount of contract, including applicable sales tax, not to exceed \$69,241.89. The Contractor shall invoice the

City upon completion. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.
- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.
- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

IV. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent

contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

V. TERMINATION. The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this Contract.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Contract.

If the City terminates this Contract for good cause, the Contractor shall not receive any further money due under this Contract until the Contract work is completed. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

VI. LIQUIDATED DAMAGES. This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage

to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Contractor declares that it is familiar with liquidated damages provisions, and understands their intent and purpose. By signing this Contract, Contractor further declares that it understands the liquidated damages provision of this contract, that it is a product of negotiation, and that it is a fair estimation of the damage and loss that City will suffer in the event of delay.

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of \$94.34 [*Liquidated Damages = (0.15*Contract Amount)/Time for Completion*] shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

VII. PREVAILING WAGES. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

VIII. HOURS OF LABOR. Contractor shall comply with the "hours of labor" requirements and limitations as set forth in Chapter 49.28 RCW. It shall be the responsibility of Contractor to require all subcontractors to comply with the provisions of Chapter 49.28 RCW and this section of the Contract. The Contractor shall pay all reasonable costs (such as over-time of crews) incurred by the City as a result of work beyond eight (8) hours per day or forty (40) hours per week. Additional hours beyond a forty (40)-hour workweek will be pro-rated against contractual workdays.

IX. COMPLIANCE WITH WAGE, HOUR, SAFETY, AND HEALTH LAWS. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 *et seq*, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, *et seq*, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

X. DAYS AND TIME OF WORK. Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 7:00 p.m.

Saturday, Sunday and Holidays: 8:00 a.m. to 5:00 p.m.

XI. WORKERS' COMPENSATION. The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workers' Compensation Laws. In jurisdictions not providing complete Workers' Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workers' Compensation Laws.

The Contractor shall make all payments arising from the performance of this Contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage. The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

XII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within seven (7) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in

this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

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

XIII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within seven (7) calendar days of the occurrence of the events giving rise to the claims, or within seven (7) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

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

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

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

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

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

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

XV. WARRANTY. Upon acceptance of the contract work, Contractor must provide the City a warranty bond for one year in the amount of the contract value specified in Section III above and in a form acceptable to the City. In the event any defects are found within the first year, the warranty bond shall be extended for an additional year. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XVI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XVII. INDEMNIFICATION. Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

XVIII. INSURANCE. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or

modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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

C. Other Insurance Provisions

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. Acceptability of Insurers

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

E. Verification of Coverage

Contractor shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing insurance of the Contractor before commencement of the work.

F. Subcontractors

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

G. Notice of Cancellation

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

H. Failure to Maintain Insurance

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

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

XX. BOND - SEPARATE PAYMENT AND PERFORMANCE BONDS REQUIRED. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish both a performance bond and a payment bond to the City, both in the full amount of the bid with a surety company as surety. The purpose of the bonds is to ensure that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bonds shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company/companies providing such bonds shall agree to be bound to the laws of the State of Washington, and subjected to the jurisdiction of the State of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bonds are supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$150,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bonds, elect to have the City retain 10% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later. **E-mail confirmation on 5/7/2024 the Vendor would like to implement the 10% retainage.**

XXI. DEBARMENT. The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

XXII. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

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

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

K. Severability. If any one or more sections, sub-sections, or sentences of this Contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Contract and the remainder shall remain in full force and effect.

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



Attachment #2

D&D Construction, Inc
PO Box 1133
Orting, WA 98360
253-538-9331
www.dndconstructioninc.com
Licensed and Bonded
DDCONII963QB

Proposal & Purchase Agreement (30-Day Price-Valid Guarantee)

4/23/2024

Attention:
Paul Wolfrom
(253) 332-8104
pwolfrom@desmoineswa.gov

Site Address:
Metal Roof Replacement
22501 Doc Ave S
Des Moines, WA 98198

Description


1. Remove existing roof panels and haul away on both buildings.
2. Patch back damaged/missing 2" blanket insulation with scrim at \$4.80 a sq. ft.
3. Install Taylor Metal Marine guard paint scheme 18" MS 200 standing seam metal panels across entire roof deck of both buildings.
4. Install all flashings to make roof water tight.
5. Clean all roofing related debris and haul away.

Total Cost for labor and materials for roof replacement= \$62,890.00 + Tax

*Price Includes: Prevailing Wage Rates, finish warranty, standard colors from Taylor Metals color selection, 2 year workmanship.

*Price Excludes: Permit fees. Engineering. Weather tight warranty. Any item not listed above. Damage to any vessel/boat inside building at time of roofing. Owner to remove boats for duration of roof install.

All material guaranteed as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature  **President**

NOTE: The proposal may be withdrawn by us if not accepted with in 30 days. This represents the full agreement of the parties and may not be waived or changed except in writing.

1. This agreement does not cover any damage to the interior or exterior of the premises on which the roof is applied or damage to any contents therein. This agreement also does not cover damage to the roof due to any cause beyond our control including but not limited to fire, lightening, windstorm, hailstorm, installation of antennas or other equipment, traffic on roof, structural fault, or settlement, cracking or other failure of the roof deck, walls or foundation of the building on which roof is applied.
2. Should it become necessary for the roofing contractors to remove and/or reinstall any antennas, cooling or heating appliances, contractor does not assume any responsibility for the performance of said equipment.
3. Contractor does not assume any responsibility for correction of existing code violations or for the repair of any existing defects unless specified in the estimate or proposal.
4. **Attorney's fees:** If dispute should arrive regarding the terms of this agreement, the prevailing party shall be entitled to recover reasonable costs and attorney's fees, including those of appeals.

Acceptance of proposal:

The above prices, specifications and conditions are understood and hereby accepted. You are authorized to do the work specified. Payments will be made as outlined above.

Signature _____ Signature _____ Date of Acceptance _____

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Port of Seattle Economic
Development Grant

FOR AGENDA OF: June 13, 2024

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

DATE SUBMITTED: June 4, 4024

- 1. Economic Development Partnership Agreement Between the Port of Seattle and the City of Des Moines

CLEARANCES:

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

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

Purpose and Recommendation

The purpose of this item is to seek Council approval of an Economic Development Partnership Agreement with the Port of Seattle to provide grant funding in the amount of \$33,260 to the City to support economic development.

Suggested Motion

Motion: "I move to accept the economic development grant from the Port of Seattle in the amount of \$33,260.00 and authorize the City Manager to sign the Economic Development Partnership Agreement substantially in the form as attached."

Background

The Port of Seattle has established the Century Agenda with a stated goal to “add 100,000 jobs through economic growth led by the Port of Seattle, for a total of 300,000 port-related jobs in the region.”

In order to further strategic objectives specifically identified in the Century Agenda, the Port initiated the Economic Development Partnership Program in 2016, offering cities in King County non-competitive grants based on population to further economic development activities, “that align with city’s economic development strategies and support the Century Agenda.” The City has previously accepted grants under this program that have been applied towards Marina redevelopment.

Discussion

The City recently applied for funding and the Port of Seattle approved the City’s application for grant funds under this program to update the Economic Development Element and related elements (Marina District, North Central and Pacific Ridge) of the City’s Comprehensive Plan. This will provide the overarching framework for growing the Des Moines economy and facilitates strong, sustainable and resilient neighborhoods. These are updates that the City is required to complete under state law. Using these grant funds may potentially free up general fund dollars that would otherwise be required to conduct these updates.

Specific details of the grant application can be found in Exhibit A of the attached Agreement.

Alternatives

The Council may decline the \$33,260 in grant funds offered by the Port. There are no non-competitive grant opportunities to accomplish the purposes described above.

Financial Impact

The grant will provide \$33,260 in otherwise unavailable funds to further promote economic development in the City. Pursuant to the terms of the grant, the City is required to provide a 50% match, (\$16,630), however half of that amount can be met through in-kind services. City staff time spent supporting the Comprehensive Plan Update will be used as a match. Additionally, the other \$8,315 match can be met through budgeted City funds that are being spent on the Comprehensive Plan Update.

Recommendation

It is recommended that the Council pass the motion as written.



ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT

BETWEEN

THE PORT OF SEATTLE AND CITY OF DES MOINES

S-00321902

This Economic Development Partnership Agreement (the "Agreement") is made by and between the Port of Seattle (the "Port") and the City of Des Moines ("Agency"), both municipal corporations of the State of Washington (each, a "Party" or, collectively, the "Parties").

RECITALS

WHEREAS, engaging in the promotion of economic development is a recognized Port purpose authorized under RCW 53.08.245; and

WHEREAS, RCW 35.21.703 similarly authorizes cities to engage in economic development programs; and

WHEREAS, RCW 53.08.240(2) permits the Port to contract with another municipality to perform such undertakings each is authorized to perform; and

WHEREAS, the Port Commission of the Port of Seattle established the Economic Development Partnership Program (the "Program"), to advance the Port's Century Agenda, promote a dramatic growth agenda, support the creation of middle class jobs and help address the lack of economic development funding for local projects; and

WHEREAS, grant funding across the region is very limited for cities that want to pursue economic development projects or initiatives, and Washington State has not had an economic development grant program for over 20 years; and

WHEREAS, the Program will provide 38 King County cities per capita funding to advance local economic development throughout the region, and requires a 50% local match by the cities that receive the grants; and

WHEREAS, the Program will help the Port advance regional economic vitality through focused partnerships with King County cities; and

WHEREAS, the Program will make grants to cities that pursue programs and projects that stimulate business development, job creation and community revitalization, such as small business development, industry retention and expansion, and other economic development projects that support new investment and job creation;

NOW, THEREFORE the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to establish a contractual arrangement under which the Port will pay the Agency Program funds in the amount set forth on Section 2 solely for the purpose of carrying out the local initiative described in Exhibit A, attached, and incorporated hereto by this reference (the "Project"). This Agreement shall be interpreted in furtherance of this purpose.

2. Responsibilities of the Port. The Port shall contribute Thirty Three Thousand Two Hundred Sixty and 00/100 Dollars (\$33,260.00) (the "Grant Funds") to assist the Agency in funding the Project. The Port shall disburse the Grant Funds to the Agency no later than thirty (30) days after receipt of a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A.

3. Responsibilities of the Agency.

- 3.1 The Agency shall contribute local funds equivalent to at least fifty percent (50%) of the Grant Funds towards the Project.
- 3.2 The Agency may contract with local non-profits to complete the Project or elements of the Project; provided, that the Port shall not, under any circumstance, disburse the Grant Funds to any of the Agency's contractors or subcontractors.
- 3.3 The Agency shall complete the Project no later than December 31, 2024.
- 3.4 The Agency shall provide a complete and correct invoice(s) detailing those Project deliverables completed in accordance with Exhibit A no later than December 31, 2024.

4. Term. This Agreement shall become effective as of the date the Port executes this Agreement and shall terminate on December 31, 2024, unless earlier terminated under another provision of this Agreement.

5. Termination for Convenience. The Port may terminate this Agreement at any time for any reason, by giving the Agency thirty (30) days' written notice. In the event the Agency has completed any portion of the Project by the time it receives the Port's notice of termination, the Port shall pay the Agency the percentage of the Grant Funds attributable to the Agency's completed portion of the Project.

6. Termination for Default. Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Agency, the Port shall be entitled, by written or oral notice to the Agency, to terminate Agreement for breach of any of the terms and to have all other rights against the Agency by reason of the Agency's breach as provided by law.

7. Waiver. Failure at any time of the Port to enforce any provision of this Agreement shall not constitute a waiver of such provision or prejudice the right of the Port to enforce such provision at any subsequent time. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written amendment signed by the Parties

8. Partial Invalidity. If any provision of this Agreement is or becomes void or unenforceable by force or operation of law, all other provisions hereof shall remain valid and enforceable.

9. Indemnification and Hold Harmless Agreement. The Agency shall defend, indemnify, and hold harmless the Port, its Commissioners, officers, employees, and agents (hereafter, collectively, the "Port") from all liability, claims, damages, losses, and expenses (including, but not limited to attorneys' and consultants' fees and other expenses of litigation or arbitration) arising out of or related to the fulfillment of this Agreement; *provided*, however, if and to the extent that this Agreement is construed to be relative to the construction, alternation, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving or demolition in connection therewith, and therefore subject to Section 4.24.115 of the Revised Code of Washington, it is agreed that where such liability, claim, damage, loss or expense arises from the concurrent negligence of (i) the Port, and (ii) the Agency, its agents, or its employees, it is expressly agreed that the Agency's obligations of indemnity under

this paragraph shall be effective only to the extent of the Agency's negligence. Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any person or entity described in this paragraph. This paragraph shall not be construed so as to require the Agency to defend, indemnify, or hold harmless the Port from such claims, damages, losses or expenses caused by or resulting from the sole negligence of the Port.

In any and all claims against the Port, by any employee of the Agency, its agent, anyone directly or indirectly employed by either of them, or anyone for whose acts any of them may be liable, the indemnification obligation of this paragraph shall not be limited in any way by any limitation on the amount or type of damages compensation benefits payable by or for the Agency, or other person under applicable industrial insurance laws (including, but not limited to Title 51 of the Revised Code of Washington), it being clearly agreed and understood by the Parties hereto that the Agency expressly waives any immunity the Agency might have had under such laws. By executing this Agreement, the Agency acknowledges that the foregoing waiver has been mutually negotiated by the parties.

The Agency shall pay all attorneys' fees and expenses incurred by the Port in establishing and enforcing the Port's right under this paragraph, whether or not suit was instituted.

10. **Comply with All Laws.** The Agency shall at all times comply with all federal, state and local laws, ordinances and regulations, including but not limited to all environmental laws, which in any manner apply to the performance of this Agreement.

11. **Integration.** This Agreement, together with the attached Exhibit A, constitutes the entire agreement between the Parties and unless modified in writing by an amendment executed by the Parties, shall be implemented only as described herein.

12. **Governing Law and Venue.** This Agreement shall be governed by the laws of the State of Washington. Any action arising out of this Agreement shall be brought in King County.

13. **No Employment Relationship Created.** The Parties agree that nothing in this Agreement shall be construed to create an employment relationship between the Agency and the Port.

14. **No Entity Created.** The Parties agree that nothing in this Agreement shall be construed to create a joint entity between the Agency and the Port.

15. **Notices.**

Notices to the Port shall be sent to:

Port of Seattle
Economic Development Division
P. O. Box 1209
Seattle, WA 98111

Notices to the Agency shall be sent to:

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

16. **Audits and Retention of Records.** The Agency in and make all books, records and documents (the "Records") relating to the performance of this Agreement open to inspection or audit by representatives of the Port or Washington State during the term of this Agreement and for a period of not less than six (6) years after termination of the Agreement; *provided*, that if any litigation, claim or audit arising out of, in connection with or related to this Agreement is initiated, the Agency shall retain such Records until the later of

(a) resolution or completion of litigation claim or audit; or (b) six (6) years after the termination of this Agreement.

17. Amendment. This Agreement may only be amended by written agreement of the Parties.

18. Dispute Resolution. The Parties shall use their best, good faith efforts to cooperatively resolve disputes that arise in connection with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this agreement as of the date first set forth above.

PORT OF SEATTLE

By: William Zhou
Contract Administrator II

Signature

Dated

CITY OF DES MOINES

By: Tim George
Interim City Manager

Signature

Dated

EXHIBIT A

Background:

The Port of Seattle Economic Development Partnership Program is an annual, cooperative economic development program to help fund local economic development initiatives across King County. Based on a per capita calculation, King County cities (except Seattle) may each receive between \$5,000 and \$60,000 based on the city's population. The maximum grant allocation for each city, with populations between 5,000 and 60,000 people, is based on one dollar per resident. Population estimates are determined by the Washington State Office of Financial Management. The Port uses the most recent population estimates at the start of the grant cycle. Cities with populations numbering less than 5,000 people are eligible to receive grant funds up to \$5,000 and cities with populations numbering more than 60,000 people are eligible to receive grant funding up to \$60,000. Grant funds require a 50 percent match of dollars or in-kind resources. In-kind resources can only be used for up to 25 percent of the grant award amount.

Project Description:

Project

Category: Plans/Special Projects

The Port of Seattle funds will provide the resources necessary for the City of Des Moines to update the Economic Development Element and related elements (Marina District, North Central and Pacific Ridge) of the City's Comprehensive Plan. This will provide the overarching framework for growing the Des Moines economy and facilitates strong, sustainable and resilient neighborhoods. An accurate assessment, for planning purposes, for example, the designation of appropriate infrastructure development anticipating future growth and economic development, will rely on an appropriate Economic Element in the City Comprehensive Plan.

Des Moines, not unlike other South King County cities, is transitioning from a suburban platform to a more urbanized platform in alignment with the Growth Management Act, VISION 2050 (VISION) and King County's Countywide Planning Policies (CPPs). Des Moines is designated as a High-Capacity Transit Community in alignment with the Regional Growth Strategy in VISION 2050. This transition has entailed a number of significant changes in our city - a shift characterized by more diversity in our population and an increase in families with young children.

An important consideration in developing appropriate economic strategies is finding ways to expand inclusion into the local economy from the demographic shift our city is experiencing and to capitalize on the diversity of educational opportunities:

- Highline College and access provided by the new light rail station that will be opening adjacent to the college;
- LiUNA Local 242 - one of the most diverse, progressive and fastest-growing union of construction workers in America that serves the greater Seattle area - is building a new training center adjacent to their existing facility in Des Moines;
- Why Not You Academy charter high school sponsored by Russell Wilson;
- Bezos Montessori School located in Des Moines at the Wesley Senior facility provides intergenerational assisting low-income younger students and options for seniors to participate in the education process.
- Highline Public Schools serving grades PreK-12, including Maritime High School in Des Moines - the District notes that the maritime industry is the third largest economic driver in the state with a workforce that is retiring. One million dollars in funding for Maritime High School was recently passed in the House of Representatives through a government spending package.

The first strategic change has to do with focus on multi-modal transportation. On a regional level, the City partnered with Sound Transit on the Federal Way Link Extension that will provide two new light rail stations just east of the city boundary at Highline College (Kent Des Moines Station) and at S. 272nd Street and 1-5 (Star Lake Station). In partnership with Metro we have established fixed route community shuttle service between the Angle Lake light rail station, running through the Des Moines Creek Business Park (a partnership between the Port of Seattle, the City of Des Moines and Panattoni, the private developer) and the downtown with access to the Marina.

The City initiated pilot ferry service in the summer/fall of 2022 between Des Moines and Seattle, in cooperation with the Port of Seattle. The pilot was very successful serving approximately 14,000 passengers through the 8-week trial period and exceeding expectations for revenue generation. Additionally, the City has invested over \$50 million

of capital improvements, largely supported by the State of Washington to expand roadway access to downtown Des Moines providing gateway features. The new 24th/28th Avenue S. roadway connects the Marina and the Des Moines Creek Business Park to the cargo area of Sea-Tac International Airport, which also provides emergency management access.

Secondly, the City is fortunate to have cultivated a very diverse economic base. Fueled by the success of the Des Moines Creek Business Park, including the current 20-acre Port expansion to the west, the business park consists of approximately 3 million square feet of built environment including light industrial, logistics, distribution and office (primarily the new Federal Aviation Administration (FAA) Northwest Mountain Region Service Center (\$100 million building housing over 1000 federal employees). The Des Moines Creek Business Park has added approximately 3,000 - 4,000 new jobs to the city that includes a number of prominent businesses such as Outdoor Research, K2 Skis, Partner Crackers, and AmerisourceBergen in addition to the FAA.

To build on this momentum and further diversify our local economy, the City recently created an Innovation District Zone to encourage and increase small business incubator and development opportunities. We experience a strong economic dynamic based on diversity in our economic growth. This has occurred because of our partnership with the Port of Seattle and the private sector and includes an emphasis on small business development that has the highest job/capital creation ratios among major sectors of the economy. Focusing on small business development and targeting local entrepreneurs not only makes our local economy stronger but also supports the third economic strategy which is to enhance our capacity to serve diverse populations and increase wealth and opportunity in our community through family wage jobs.

The City of Des Moines is committed to enhancing DBE/WMBE goals as a function of creating sustainable development options. Toward this end, the city seeks to expand opportunities for small business and the resultant job creation. Providing affordable housing options based on income and also in support of our senior population is a critical component of future growth and economic success. The strategy is to expand local job creation and provide housing opportunities that allow for our work force (especially those at the lower strata of incomes) to live in the city. These efforts include actively working to encourage daycare options and multi-modal transportation. The benefit of accommodating work force options for local employees to live in the city will reduce trips and commute times, broaden opportunities to participate in the community, enhance utilization of local schools, rely on options at Highline College for career advancement, and support critical sustainability strategies. We anticipate the Economic Development Element of the Comprehensive Plan to identify these goals in measurable terms and to identify land use recommendations to achieve these outcomes.

Smart Goal (Specific, Measurable, Achievable, Relevant, Time-bound):

The primary goal for this Port of Seattle Economic Development Partnership Program grant will be to complete the Economic Development Element of the City Comprehensive Plan update, with emphasis on the economic, social, and demographic shifts occurring in Des Moines. The completion date must be accomplished and subsequently adopted by the Des Moines City Council by December 31, 2024. Updates to the City Comprehensive Plan are governed by State of Washington statutes and compliance is mandatory. The project schedule for development and adoption of this Economic Development Element is prescribed by statute.

Timeline:

The following milestones have been identified for City Council review along with regional partners and stakeholders:

April – May: Gap Analysis and Stakeholder Outreach

June – August: Technical Analysis; Economic Roundtable; Policy/Strategies

September – December: Final Comprehensive Plan; Public Comment; City Council Adoption

Project Metrics:

Completed Economic Element that includes community and local business inputs, staff review, City Council adoption and involvement of our economic partners identified below.

Budget

| Project: | Project Category (Please select one of the categories provided) | Port of Seattle Funds Awarded: | City Monetary Matching Funds: | City In-kind Matching Funds: | Total Funds (Including In-Kind): |
|--|--|--------------------------------|-------------------------------|------------------------------|----------------------------------|
| Project | Plans/Special Projects | \$33,260 | \$8,315 | \$8,315 | \$49,890 |
| Total Funds: | | \$33,260 | \$8,315 | \$8,315 | \$49,890 |
| Percentage contribution to Port Funds*: | | 100% | 25% | 25% | |

Collaboration with partners

Regional Tourism Authority, Soundside Alliance, Greater Seattle Partners, Seattle Southside, PSRC, State Department of Commerce, state legislature funds, Highline School District, and Small Business Development Center at Highline College.

Use of consultants or contractors:

ECONorthwest assisted in establishing the value of proceeding with rezoning a portion of the City for use as an innovation district primarily to serve small business development. We anticipate utilizing their services for development of the Economic Element and related elements (Marina District, North Central and Pacific Ridge) of the Comprehensive Plan.

Equity: Provide an overview of how intended projects support economically, socially disadvantaged communities, or WMBE businesses within your city or region.

The City of Des Moines is committed to expanding opportunities for small business growth emphasizing WMBE. During COVID the City allocated over \$1 million to assist local businesses survive the threats posed by the pandemic. As described above, we are moving forward with a Small Business Innovation Zone with emphasis on WMBE opportunities. We have already reached out to the Highline College Small Business Development Center to assure their input and inclusion as we move forward.

Emphasis will be on expanding multi-modal transportation options (as described above); providing affordable housing opportunities and also for seniors; expanding our park systems and acreage to support local recreation options; redeveloping our Marina infrastructure including development of the Marina Steps creating a regional asset; and, providing support services such as expanded day care options to support working families. These are all part of sustainability strategies for employees and their families who can utilize these opportunities to live and work in the City and will be included in our Comprehensive Plan update.

The City has been delighted to partner with the Tribes in the development of Soundview Park, overlooking the Marina and the inclusion of Native American history (story rocks) and art/culture (a beautiful totem) placed in the park.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Public Hearing
Transportation Improvement Plan
(2025-2044)

FOR AGENDA OF: June 13, 2024

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: June 4, 2024

ATTACHMENTS:

1. Draft Resolution No. 24-042
2. Draft TIP 2025-2044

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Emergency Management _____
- Finance *[Signature]*
- Human Resources _____
- Legal /s/MH
- Marina _____
- Police _____
- Parks, Recreation & Senior Services _____
- Public Works *Thomas Owen*

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this public hearing is to provide an update to the City’s Transportation Improvement Plan (TIP) and for the City Council to approve Draft Resolution No. 24-042 (Attachment 1) adopting the proposed Transportation Improvement Plan for the City of Des Moines for the years 2025-2044.

Suggested Motion

Motion: “I move to approve Draft Resolution No. 24-042 adopting the 2025-2044 Transportation Improvement Plan for the City of Des Moines.”

Background

Each year the City of Des Moines, and all cities and counties in Washington State, submit a Transportation Improvement Plan (TIP) to the State as required by RCW 35.77.010. This document is useful for agencies to plan and prioritize transportation system improvements while also provide a consistent process for interagency coordination to identify need and funding requirements on a regional and statewide basis.

The City of Des Moines' TIP (Attachment 1) is a long range, 20-year transportation plan that identifies motorized and non-motorized needs that are not financially constrained. Each project is listed along with a brief description of the proposed improvements. Proposed project schedules and preliminary level cost estimates identify strategic project planning. The costs are broken down into three categories: Engineering (PE), Right-of-Way acquisition (RW), and Construction (CN) which are consistent with State and regional project programming designations.

The plan is derived from the City's Comprehensive Transportation Plan (CTP) and is a list of prioritized projects based primarily on:

- CTP (Safety, capacity, non-motorized, and transit needs).
- Analysis of existing system (Traffic engineering studies, citizen input, etc.).
- Interagency Coordination (Franchise Utility, SeaTac, Sound Transit, etc.).

The TIP is utilized to:

- Fulfill reporting requirements by State Law (RCW 35.77.010) by July 31st.
- Direct the development of the 6-year Capital Improvement Plan (CIP).
- Provide coordination between franchise utilities and neighboring agencies.
- Fulfill reporting to the Washington State Department of Transportation (WSDOT) and the Puget Sound Regional Council (PSRC) in order to pursue loan and grant opportunities.

The completed TIP is sent to utility companies as well as adjacent cities for their information, and for project coordination planning. Some cities choose to list high priorities projects that are not within their city limits, or projects that will be managed by other agencies. The City of Des Moines Comprehensive Transportation Plan (CTP) lists projects that are outside of its boundaries.

Discussion

Staff updated the previous TIP (2024-2043) with the most current project funding information and expenditure schedule, and is forwarding this Draft 2025-2044 TIP to the full Council for public hearing and approval.

Changes within the Draft 2025-2044 TIP from previous years include:

- Priority 16 – CTP (Comprehensive Transportation Plan) Update
 - **Reprioritize** from Priority 43 due to the need to prioritize an update to the plan within the next five years
- Priority 84 – 4th Ave. S. Improvements Project (Segment 2)
 - **New** project to focus on corridor and pedestrian improvements between S 208th Street and S 216th Street

- Priority 85 – 4th Ave. S. Improvements Project (Segment 1)
 - **New** project to focus on corridor and pedestrian improvements between S 199th Street and S 208th Street

Alternatives

The Council can choose to make various changes to the TIP; projects can be moved to different years, added to or taken off the TIP, and priority numbers can be changed.

The City is required to file an adopted plan with the Secretary of Transportation no later than July 31, 2024.

Financial Impact

Although this plan does not commit the City to any expenditures, it does allow the City to make application for many types of grants or other sources of funds. Frequently, project loans or grants require that individual projects be on a plan adopted by the City Council. Furthermore, projects using Federal funding are specifically required to be identified on the City's TIP.

Recommendation

Staff recommends adoption of the motion.

Council Committee Review

The Transportation Committee was provided a memorandum and Draft TIP for review and comment.

CITY ATTORNEY'S FIRST DRAFT 6/13/2024

DRAFT RESOLUTION NO. 24-042

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, adopting a Transportation Improvement Plan for the City of Des Moines for the years 2025 through 2044.

WHEREAS, in accordance with the provisions of RCW 35.77.010, a public hearing was held on June 13, 2024 by the Des Moines City Council to consider the adoption of a Transportation Improvement Plan, and all persons wishing to be heard were heard, and

WHEREAS, based on the information presented at such public hearing the City Council finds it to be in the public interest to adopt the Transportation Improvement Plan attached to this Resolution; now therefore,

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

Sec. 1. The City Council adopts the Transportation Improvement Plan for the City of Des Moines for the years 2025 through 2044, which is attached to this Resolution as Attachment "A" and by this reference incorporated herein.

Sec. 2. The program adopted by this Resolution shall be reviewed annually at a public hearing, at which time such program may be amended, revised, or extended.

Sec. 3. The City Clerk is directed to file two certified copies of this Resolution and Exhibit with the Washington State Department of Transportation (WSDOT), Olympia, Washington, within thirty (30) days of the date of adoption of this Resolution.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of ____, 2024 and signed in authentication thereof this ____ day of ____, 2024.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

ATTACHMENT A

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPO/RTPO: PSRC

From: 2025 To: 2044
 Hearing Date: 06/13/24 Adoption Date: XXX
 Amend Date: XXX Resolution Number: 24-042

| Proposed Priority No. | City Project Number | Project Identification | Project Phase | Project Cost in Thousands of Dollars | | | | Local Agency Expenditure Schedule (Year) | | | | | |
|-----------------------|---------------------|--|---------------|--------------------------------------|-------------|-------------|-------------|--|------|------|-----------|-----------|-----------|
| | | | | Fund Source | | | | 2025 | 2026 | 2027 | 2028-2030 | 2031-2034 | 2035-2044 |
| | | | | Federal Funds | State Funds | Local Funds | Total Funds | | | | | | |
| 1 | PRES.-1.0 | Pavement Preservation Program Citywide Maintain and preserve the City's roadway surfaces through pavement rehabilitation measures such as overlays/patching, crack sealing and other preventative maintenance measures. | PE | | | 380 | 380 | 20 | 20 | 20 | 60 | 80 | 180 |
| | | | RW | | | | 0 | | | | | | |
| | | | CN | | | 17100 | 17100 | 900 | 900 | 900 | 2700 | 3600 | 8100 |
| | | | | 0 | 0 | 17480 | 17480 | 920 | 920 | 920 | 2760 | 3680 | 8280 |
| 2 | TRAF.-5.0 | Traffic Safety Improvement Program (ASE) Citywide Respond to capital needs associated with traffic and pedestrian safety. These funds would be primarily focused on capital projects near existing schools and other traffic safety related concerns. | PE | | | 152 | 152 | 8 | 8 | 8 | 24 | 32 | 72 |
| | | | RW | | | | 0 | | | | | | |
| | | | CN | | | 1900 | 1900 | 100 | 100 | 100 | 300 | 400 | 900 |
| | | | | 0 | 0 | 2052 | 2052 | 108 | 108 | 108 | 324 | 432 | 972 |
| 3 | PRES.-5.0 | ADA Compliance Program Citywide Installation of Right-of-Way and facility improvements. | PE | | | 290 | 290 | 20 | 20 | 20 | 60 | 80 | 90 |
| | | | RW | | | | 0 | | | | | | |
| | | | CN | | | 1450 | 1450 | 100 | 100 | 100 | 300 | 400 | 450 |
| | | | | 0 | 0 | 1740 | 1740 | 120 | 120 | 120 | 360 | 480 | 540 |
| 4 | TIF-3.0 | 24th Ave S. Improvement Project (Segment 2) 24th Avenue South from: S. 223rd Street to: Kent-Des Moines Road Sidewalk, curb, gutter & drainage improvements in conjunction with SWM's 24th Ave Pipeline Replacement. Provide 2-way left turn lane and enhanced pedestrian crossings. | PE | | | | 0 | | | | | | |
| | | | RW | | | | 0 | | | | | | |
| | | | CN | | 3300 | 1600 | 4900 | 4900 | | | | | |
| | | | | 0 | 3300 | 1600 | 4900 | 4900 | 0 | 0 | 0 | 0 | 0 |
| 5 | S-25.0 | Sound Transit - Link Light Rail from: S. 216th St. to: S. 272nd St. Coordination on Link Light Rail Alignment | PE | | | 60 | 60 | 30 | 30 | | | | |
| | | | RW | | | | 0 | | | | | | |
| | | | CN | | | 120 | 120 | 60 | 60 | | | | |
| | | | | 0 | 0 | 180 | 180 | 90 | 90 | 0 | 0 | 0 | 0 |
| 6 | S-25.0 | WSDOT - SR509 Gateway & South 216th Bridge from: S. 216th St. to: S. 272nd St. Coordination on SR 509 Gateway. | PE | | | | 0 | | | | | | |
| | | | RW | | | | 0 | | | | | | |
| | | | CN | | | 250 | 250 | 250 | | | | | |
| | | | | 0 | 0 | 250 | 250 | 250 | 0 | 0 | 0 | 0 | 0 |
| 7 | TRAIL-2.0 | Barnes Creek Trail - South Segment from: Kent-Des Moines Road to: Highline College Construct shared use path/trail along the west side of 16th Ave S and north side of S 240th Street. Potential non-motorized facilities on the south side of S 240th Street and associated traffic safety enhancements. | PE | | 300 | 300 | 300 | | | | | | |
| | | | RW | | | 600 | 600 | 600 | | | | | |
| | | | CN | | 3000 | 3000 | 6000 | 5000 | 1000 | | | | |
| | | | | 0 | 3300 | 3600 | 6900 | 5900 | 1000 | 0 | 0 | 0 | 0 |

ATTACHMENT A

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPO/RTPO: PSRC

From: 2025 To: 2044
 Hearing Date: 06/13/24 Adoption Date: XXX
 Amend Date: XXX Resolution Number: 24-042

| Proposed Priority No. | City Project Number | Project Identification | Project Phase | Project Cost in Thousands of Dollars | | | | Local Agency Expenditure Schedule (Year) | | | | | | | |
|-----------------------|---------------------|---|----------------|--------------------------------------|--------------------|--------------------|--------------------|--|------|------------|------------|-----------|-----------|---|---|
| | | | | Fund Source | | | | 2025 | 2026 | 2027 | 2028-2030 | 2031-2034 | 2035-2044 | | |
| | | | | Federal Funds | State Funds | Local Funds | Total Funds | | | | | | | | |
| 8 | S-21.1 | South 240th St. Improvements (Segment 2) South 240th Street from: 20th Ave S to: 16th Ave S Reconstruct roadway including two travel lanes, bicycle lanes, curb, gutter and sidewalks. | PE RW CN | | 200 150 4800 | 100 50 1200 | 300 200 6000 | 300 200 5000 | | 1000 | | | | | |
| | | | | 0 | 5150 | 1350 | 6500 | 5500 | 1000 | 0 | 0 | 0 | 0 | 0 | 0 |
| 9 | TRAF. - 4.0 | Guardrail Program Citywide Install new guardrail and upgrade existing installations. | PE RW CN | | | 18 227 | 18 227 | 2 23 | | | 2 23 | 4 66 | 10 115 | | |
| | | | | 0 | 0 | 245 | 245 | 25 | 0 | 25 | 70 | 125 | | | 0 |
| 10 | S-3.0 | S. 200th St. & S. 199th St. Improvements (Segment 1) from: DMMD to: 8th Ave S. Install curbs, gutters, sidewalks, & bike lanes. | PE RW CN | | 430 235 1700 | 20 65 900 | 450 300 2600 | 450 300 2000 | | 600 | | | | | |
| | | | | 0 | 2365 | 985 | 3350 | 2750 | 600 | 0 | 0 | 0 | 0 | 0 | 0 |
| 11 | TIF-3.0 | 24th Ave. S. Improvement Project (Segment 1) 24th Avenue South from: S. 216th St. to: S. 223rd St. Sidewalk, curb, gutter & drainage improvements. Provide 2-way left turn lane. | PE RW CN | | 480 112 4000 | 120 28 1000 | 600 140 5000 | | | | 600 140 | | 5000 | | |
| | | | | 0 | 4592 | 1148 | 5740 | 0 | 0 | 0 | 740 | 5000 | | | 0 |
| 12 | S-21.2 | South 240th St. Improvements (Segment 3) South 240th Street from: 16th Ave. S. to: Marine View Drive Reconstruct roadway including two travel lanes, bicycle lanes, curb, gutter and sidewalks. | PE RW CN | | 500 350 3200 | 50 50 1900 | 550 400 5100 | | | 550 400 | | 5100 | | | |
| | | | | 0 | 4050 | 2000 | 6050 | 0 | 0 | 950 | 5100 | 0 | 0 | 0 | 0 |
| 13 | S-29.0 | College Way from: SR-99 to: Highline College Expand roadway intended to connect the Kent Des Moines light rail station at S 236th Street and 30th Ave S along 236th Street and College Way to a street end just inside the western edge of the Highline College. | PE RW CN | | | 950 | 950 | 950 | | | | | | | |
| | | | | 0 | 0 | 950 | 950 | 950 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| 14 | TIF-14.0 | Marine View Dr. and S. 240th St. Intersection Project from: to: Reconstruct roadway to improve horizontal alignment. Provide pedestrian facilities, and widen approaches. Install roundabout or traffic signal if warranted. | PE RW CN | | | 165 100 1900 | 165 100 1900 | | | 165 100 | | 1900 | | | |
| | | | | 0 | 0 | 2165 | 2165 | 0 | 0 | 265 | 1900 | 0 | 0 | 0 | 0 |

ATTACHMENT A

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPO/RTPO: PSRC

From: 2025 To: 2044
 Hearing Date: 06/13/24 Adoption Date: XXX
 Amend Date: XXX Resolution Number: 24-042

| Proposed Priority No. | City Project Number | Project Identification | Project Phase | Project Cost in Thousands of Dollars | | | | Local Agency Expenditure Schedule (Year) | | | | | |
|-----------------------|---------------------|---|----------------|--------------------------------------|--------------------|-------------------|--------------------|--|------|-----------|-----------|-------------|-----------|
| | | | | Fund Source | | | | 2025 | 2026 | 2027 | 2028-2030 | 2031-2034 | 2035-2044 |
| | | | | Federal Funds | State Funds | Local Funds | Total Funds | | | | | | |
| 15 | S-5.0 | S. 223rd/Cliff Ave Street Improvement Cliff Ave/South 223rd Street from: Cliff Ave to: 8th Ave. S. Corridor redevelopment as part of the overall Marina Redevelopment priority. Targets non-motorized users, connectivity between downtown and Marina, as well as the analysis of strategic storm water quality | PE RW CN | | 300 4000 | 500 4000 | 800 8000 | 300 | | | | 500 8000 | |
| | | | | 0 | 4300 | 4500 | 8800 | 300 | 0 | 0 | 0 | 8500 | 0 |
| 16 | PL-1.0 | CTP Update from: to: | PE RW CN | | | 1500 | 1500 | | | 700 | | | 800 |
| | | | | 0 | 0 | 1500 | 1500 | 0 | 0 | 700 | 0 | 0 | 800 |
| 17 | S-21.1 | South 240th St. Improvements (Segment 1) South 240th Street from: East City Limits to: 20th Ave .S. Reconstruct roadway including two travel lanes, two-way left turn lane, bicycle lanes, curb, gutter and sidewalks. | PE RW CN | | 200 150 4800 | 100 50 1200 | 300 200 6000 | | | | 300 | 200 6000 | |
| | | | | 0 | 5150 | 1350 | 6500 | 0 | 0 | 0 | 300 | 6200 | 0 |
| 18 | PRNIP-S2.0 | S. 224th St. Improvements Pacific Ridge NIP S2 from: Pacific Highway South to: 30th Ave. S. Reconstruct roadway. Complete curb, gutter, and sidewalk improvements. | PE RW CN | | | 113 95 700 | 113 95 700 | 113 | | 95 700 | | | |
| | | | | 0 | 0 | 908 | 908 | 113 | 795 | 0 | 0 | 0 | 0 |
| 19 | TRAF-8.0 | Redondo Area Parking Management Project Redondo Area Installation of parking management system on South 282nd, Redondo Way, and portions of Sound View Dr. | PE RW CN | | | 25 325 | 25 325 | 25 325 | | | | | |
| | | | | 0 | 0 | 350 | 350 | 350 | 0 | 0 | 0 | 0 | 0 |
| 20 | TRAF-7.0 | Redondo Area Street Lights Neighborhood streets in the lower Redondo area from: S. 281st St to: South City Limits Install conduit and street lighting in local road areas currently without lighting | PE RW CN | | | 10 60 | 10 60 | | | 10 60 | | | |
| | | | | 0 | 0 | 70 | 70 | 0 | 0 | 70 | 0 | 0 | 0 |
| 21 | TIF-20.0 | Marine View Dr. ITS Project from: Kent-Des Moines Road to: DMMD Coordinate and optimize signal timing by installing fiber optic signal communications. | PE RW CN | | | 10 100 | 10 210 | 10 210 | | | | | |
| | | | | 0 | 110 | 110 | 220 | 220 | 0 | 0 | 0 | 0 | 0 |

ATTACHMENT A

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPO/RTPO: PSRC

From: 2025 To: 2044
 Hearing Date: 06/13/24 Adoption Date: XXX
 Amend Date: XXX Resolution Number: 24-042

| Proposed Priority No. | City Project Number | Project Identification | Project Phase | Project Cost in Thousands of Dollars | | | | Local Agency Expenditure Schedule (Year) | | | | | | | |
|-----------------------|---------------------|---|----------------|--------------------------------------|-------------|-------------|-------------|--|------|------|-----------|-----------|-----------|--|------|
| | | | | Fund Source | | | | 2025 | 2026 | 2027 | 2028-2030 | 2031-2034 | 2035-2044 | | |
| | | | | Federal Funds | State Funds | Local Funds | Total Funds | | | | | | | | |
| 22 | TRAIL-2.0 | Barnes Creek Trail - North Segment Following SR 509 Right-of-Way from: S 216th Street to: S 223rd Street Construct shared use path/trail along old SR509 ROW. | PE RW CN | | 300 | 285 | 585 | 535 | | 50 | | | | | |
| | | | | | 3200 | 1700 | 4900 | 250 | 1900 | 3000 | | | | | |
| | | | | | 0 | 3500 | 2235 | 5735 | 785 | 1900 | 3050 | 0 | 0 | | 0 |
| 23 | TRAIL-2.0 | Barnes Creek Trail - Central Segment Following SR 509 Right-of-Way from: S 223rd Street to: 16th Ave S Construct shared use path/trail along old SR509 ROW and South side of Kent-Des Moines Road | PE RW CN | 85 | | 200 | 200 | | | | | | 200 | | |
| | | | | 3460 | | 15 | 100 | | | | | | 100 | | 4000 |
| | | | | | | 540 | 4000 | | | | | | 4000 | | |
| | | | | 3545 | 0 | 755 | 4300 | 0 | 0 | 0 | 0 | 0 | 4300 | | 0 |
| 24 | S-24.0 | Downtown Des Moines Improvements from: S. 227th/220&223 to: 6th/8th Provide sidewalks 6th Ave. S. & side streets from S.227th to S.220th/8th Ave S (west side) & side streets and alleys from S.227th to S.223rd. May include street & water distribution upgrades. May include S 222nd cul-de-sac roadway improvements. | PE RW CN | | | 700 | 700 | | | | | | 700 | | |
| | | | | | | 3500 | 3500 | | | | | | 3500 | | |
| | | | | | | | 0 | | | | | | | | |
| | | | | 0 | 0 | 4200 | 4200 | 0 | 0 | 0 | 0 | 0 | 4200 | | 0 |
| 25 | ITS-1.0 | Traffic Management Center (TMC) Citywide/Public Works - Engineering Continue to improve communication and coordination with WSDOT and King County Traffic Management Centers. Implement Citywide ITS program. | PE RW CN | | | 10 | 10 | | | 10 | | | | | |
| | | | | | | 50 | 50 | | | 50 | | | | | |
| | | | | | | | 0 | | | | | | | | |
| | | | | 0 | 0 | 60 | 60 | 0 | 0 | 60 | 0 | 0 | | | 0 |
| 26 | TRAF-8.0 | Redondo Beach Drive - Seawall Pile Corrosion Project from: S 283rd Street to: Redondo Shores Dr. S Corrosion protection for seawall H-Piles. | PE RW CN | | | 30 | 30 | | | 30 | | | | | |
| | | | | | | 300 | 300 | | | | 300 | | | | |
| | | | | | | | 0 | | | | | | | | |
| | | | | 0 | 0 | 330 | 330 | 0 | 0 | 30 | 300 | 0 | | | 0 |
| 27 | S-8.0 | Redondo Way Sidewalk Project Redondo Way South from: Redondo Beach Dr. to: East of Sound View Drive Install curb, gutter, & sidewalk on north side of Redondo Way between Redondo Beach Drive and Sound View Drive | PE RW CN | | | 100 | 100 | | | | 25 | | 75 | | |
| | | | | | | 1000 | 1000 | | | | | | 1000 | | |
| | | | | | | | 0 | | | | | | | | |
| | | | | 0 | 0 | 1100 | 1100 | 0 | 0 | 0 | 25 | | 1075 | | 0 |
| 28 | PL-4.0 | Parking Management Plan Highline College Area from: to: Develop a parking management plan strategy and apply program and actions. | PE RW CN | | | 100 | 100 | | | 50 | 50 | | | | |
| | | | | | | | 0 | | | | | | | | |
| | | | | | | | 0 | | | | | | | | |
| | | | | 0 | 0 | 100 | 100 | 0 | 0 | 50 | 50 | 0 | | | 0 |

ATTACHMENT A

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPO/RTPO: PSRC

From: 2025 To: 2044
 Hearing Date: 06/13/24 Adoption Date: XXX
 Amend Date: XXX Resolution Number: 24-042

| Proposed Priority No. | City Project Number | Project Identification | Project Phase | Project Cost in Thousands of Dollars | | | | Local Agency Expenditure Schedule (Year) | | | | | | | |
|-----------------------|---------------------|---|----------------|--------------------------------------|--------------------|--------------------|--------------------|--|----------|----------|--------------------|--------------------|------------|--|---|
| | | | | Fund Source | | | | 2025 | 2026 | 2027 | 2028-2030 | 2031-2034 | 2035-2044 | | |
| | | | | Federal Funds | State Funds | Local Funds | Total Funds | | | | | | | | |
| 29 | TIF-5.2 | Kent-Des Moines Rd. Improvements (Segment 2) (SR 516) from: 24th Ave. S. to: Pacific Highway South Widen roadway to provide pedestrian facilities and additional turn lanes. Joint with City of Kent. | PE RW CN | | | 485 100 1700 | 485 500 6300 | | | | 485 500 6300 | | | | |
| | | | | 2300 | 2700 | 2285 | 7285 | 0 | 0 | 0 | 7285 | 0 | | | 0 |
| 30 | INT-7.0 | Pacific Highway S. and S. 240th St. Intersection Improvements from: to: Widen to provide dual left turn pocket for eastbound approach, revise signal timing. Coordinate with the City of Kent. | PE RW CN | | 500 500 3000 | 100 500 3000 | 600 500 3000 | | | | | 600 500 3000 | | | |
| | | | | 0 | 4000 | 100 | 4100 | 0 | 0 | 0 | 0 | 4100 | | | 0 |
| 31 | TIF-6.0 | 16th Ave. S./18th Ave. S. Road Improvement Following along old SR 509 Right-of-Way from: S. 220th St. to: S. 216th St. Construct new neighborhood collector alignment along 16/18th Ave. S.. corridor, incl. curb/gutter. May be shared use path constructed along R/W so pedestrian/bicycle facilities may be away from roadway alignment. | PE RW CN | | 300 2200 | 300 500 | 600 2700 | | | | | 600 2700 | | | |
| | | | | 0 | 2500 | 800 | 3300 | 0 | 0 | 0 | 0 | 3300 | | | 0 |
| 32 | TRAF.-3.0 | Neighborhood Traffic Calming Program Citywide Respond to traffic calming concerns. | PE RW CN | | | 200 800 | 200 800 | 10 40 | 10 40 | 10 40 | 30 120 | 40 160 | 100 400 | | |
| | | | | 0 | 0 | 1000 | 1000 | 50 | 50 | 50 | 150 | 200 | 500 | | |
| 33 | PL-2.0 | Downtown Circulation Study from: to: Develop a plan to maximize multi-modal use, pedestrian access and traffic operations. | PE RW CN | | | 100 0 0 | 100 0 0 | | | | 100 | | | | |
| | | | | 0 | 0 | 100 | 100 | 0 | 0 | 0 | 100 | 0 | | | 0 |
| 34 | PL-3.0 | Parking Management Plan Downtown from: to: Develop a parking management plan strategy and apply program and actions. | PE RW CN | | | 100 0 0 | 100 0 0 | | | | 100 | | | | |
| | | | | 0 | 0 | 100 | 100 | 0 | 0 | 0 | 100 | 0 | | | 0 |
| 35 | S-30.0 | Wooten Park Access and Parking Improvements North of Redondo Way South from: Redondo Way South to: South 282nd St Increase parking with a new parking lot east of Wooten Park | PE RW CN | | | 150 1500 | 150 1500 | | | | 50 | 100 1500 | | | |
| | | | | 0 | 0 | 1650 | 1650 | 0 | 0 | 0 | 50 | 1600 | | | 0 |

ATTACHMENT A

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPO/RTPO: PSRC

From: 2025 To: 2044
 Hearing Date: 06/13/24 Adoption Date: XXX
 Amend Date: XXX Resolution Number: 24-042

| Proposed Priority No. | City Project Number | Project Identification | Project Phase | Project Cost in Thousands of Dollars | | | | Local Agency Expenditure Schedule (Year) | | | | | | |
|-----------------------|---------------------|---|----------------|--------------------------------------|--------------------|----------------------|----------------------|--|------|------|-----------|-----------|----------------------|---|
| | | | | Fund Source | | | | 2025 | 2026 | 2027 | 2028-2030 | 2031-2034 | 2035-2044 | |
| | | | | Federal Funds | State Funds | Local Funds | Total Funds | | | | | | | |
| 36 | S-1.0 | Des Moines Memorial Drive Improvement Des Moines Memorial Drive from: S. 208th St. to: Marine View Drive Install bike lanes, curb, gutter, drainage & sidewalks. Add a lane to approach to Marine View Dr.& left turn pockets where feasible. | PE RW CN | | 250 200 5000 | 500 150 2000 | 750 350 7000 | | | | | | 750 350 7000 | |
| | | | | 0 | 5450 | 2650 | 8100 | 0 | 0 | 0 | 0 | 0 | 8100 | 0 |
| 37 | TIF-11.0 | Des Moines Memorial Drive and Marine View Dr. Intersection Improvements from: to: Lengthen approach lanes, coordinate signal with MVD and 7th/216th. Consider possibility of a Round-About. | PE RW CN | | 100 60 1600 | 300 40 400 | 400 100 2000 | | | | | | 400 100 2000 | |
| | | | | 0 | 1760 | 740 | 2500 | 0 | 0 | 0 | 0 | 0 | 2500 | 0 |
| 38 | TIF-18.0 | Marine View Dr. and 7th/216th Street Intersection Improvements from: to: Optimize signal timing, and coordinate signal with DMMD and MVD intersection. | PE RW CN | | | 30 270 | 30 270 0 | | | | | | 30 270 | |
| | | | | 0 | 0 | 300 | 300 | 0 | 0 | 0 | 0 | 0 | 300 | 0 |
| 39 | S-2.1 | 8th Ave. S. Improvement Project (Segment 1) 8th Avenue South (North Hill) from: North City Limits to: S. 200th Street Reconstruct to Minor Arterial standards including bike lanes, curbs, gutters, and sidewalks. | PE RW CN | | | 700 4000 | 700 4000 0 | | | | | | 700 4000 | |
| | | | | 0 | 0 | 4700 | 4700 | 0 | 0 | 0 | 0 | 0 | 4700 | 0 |
| 40 | TIF-5.3 | Kent-Des Moines Road (Segment 3) (SR 516) from: Marine View Drive to: 16th Ave. South Widen roadway to provide pedestrian facilities and additional lanes where warranted. | PE RW CN | | 2000 | 1400 1000 2100 | 1400 1000 6600 | | | | | | 1400 1000 6600 | |
| | | | | 2000 | 2500 | 4500 | 9000 | 0 | 0 | 0 | 0 | 0 | 9000 | |
| 41 | TIF-13.0 | Marine View Drive and Kent-Des Moines Road Intersection Improvements from: to: Add a second eastbound through lane through the intersection. | PE RW CN | | 400 500 600 | 200 300 | 600 800 1600 | | | | | | 600 800 1600 | |
| | | | | 600 | 1900 | 500 | 3000 | 0 | 0 | 0 | 0 | 0 | 3000 | 0 |
| 42 | TIF-12.0 | Marine View Drive and S. 227th St. Intersection Improvements from: to: Revise lane configuration to single eastbound right with overlap signal phase. Add second southbound through lane at intersection. | PE RW CN | | 100 500 | 40 60 | 140 560 | | | | | | 140 560 | |
| | | | | 0 | 600 | 100 | 700 | 0 | 0 | 0 | 0 | 0 | 700 | 0 |

ATTACHMENT A

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPO/RTPO: PSRC

From: 2025 To: 2044
 Hearing Date: 06/13/24 Adoption Date: XXX
 Amend Date: XXX Resolution Number: 24-042

| Proposed Priority No. | City Project Number | Project Identification | Project Phase | Project Cost in Thousands of Dollars | | | | Local Agency Expenditure Schedule (Year) | | | | | | |
|-----------------------|---------------------|---|----------------|--------------------------------------|-------------------|---------------------|---------------------|--|------|------|-----------|-----------|---------------------|--------------------|
| | | | | Fund Source | | | | 2025 | 2026 | 2027 | 2028-2030 | 2031-2034 | 2035-2044 | |
| | | | | Federal Funds | State Funds | Local Funds | Total Funds | | | | | | | |
| 43 | TIF-5.1 | Kent-Des Moines Road (Segment 1) (SR 516) from: 16th Ave. S. to: 24th Ave. S. Widen roadway to provide pedestrian facilities and center 2-way turn lane where warranted | PE RW CN | | | 700 600 1700 | 700 600 4700 | | | | | | 700 600 4700 | |
| | | | | 500 | 2500 | 3000 | 6000 | 0 | 0 | 0 | 0 | 0 | 6000 | 0 |
| 44 | S-27.0 | 30th Ave. S. Over-Crossing Bridge Crossing over Kent-Des Moines Road from: to: Construct vehicular or ped/bike bridge over Kent Des Moines Road linking Pacific Ridge with Midway. Coordinate with Kent. | PE RW CN | | | 750 800 6500 | 750 800 6500 | | | | | | | 750 800 6500 |
| | | | | 0 | 0 | 8050 | 8050 | 0 | 0 | 0 | 0 | 0 | 0 | 8050 |
| 45 | S-20.0 | Redondo Beach Drive Sidewalk Project Redondo Beach Drive from: S. 281st St to: South City Limits Install sidewalk where missing and make pedestrian improvements. | PE RW CN | | | 100 500 | 100 500 | | | | | | 100 500 | |
| | | | | 0 | 0 | 600 | 600 | 0 | 0 | 0 | 0 | 0 | 600 | 0 |
| 46 | S-3.0 | S. 200th St. & S. 199th St. Improvements (Segment 2) from: 8th Ave S to: 1st Ave. S. Install curbs, gutters, sidewalks, & bike lanes. | PE RW CN | | 100 50 1200 | 200 50 600 | 300 100 1800 | | | | | | 300 100 1800 | |
| | | | | 0 | 1350 | 850 | 2200 | 0 | 0 | 0 | 0 | 0 | 2200 | 0 |
| 47 | TIF-7.1 | 16th Ave. S. Improvement Project (Segment 5a) 16th Avenue South from: S. 272nd St. to: S. 276th Street Widen to provide 3-lane roadway w/curbs, gutters, bike lanes & sidewalks. Provide new alignment to Pacific Hwy. S, if feasible. Joint project w/City of Federal Way. Also coordinate w/City of Kent and King County Metro. | PE RW CN | | 60 1200 | 140 40 600 | 140 100 1800 | | | | | | 140 100 1800 | |
| | | | | 0 | 1260 | 780 | 2040 | 0 | 0 | 0 | 0 | 0 | 2040 | 0 |
| 48 | TIF-4.3 | 16th Ave. S. Improvement Project (Segment 3) 16th Avenue South from: Kent-Des Moines Rd. to: S. 240th St. Widen to provide center turn lane at apartment driveways south of Kent-Des Moines Road. Provide bus pullouts. | PE RW CN | | | 400 500 1200 | 400 500 3200 | | | | | | 400 500 3200 | |
| | | | | 0 | 2000 | 2100 | 4100 | 0 | 0 | 0 | 0 | 0 | 4100 | 0 |
| 49 | TIF-4.2 | 16th Ave. S. Improvement Project (Segment 2) 16th Avenue South from: S. 260th St. to: S. 250th Street Install curbs, gutters and sidewalks and bike lanes. Provide 2-way left turn lane. | PE RW CN | | | 1200 300 2100 | 1200 300 5100 | | | | | | 1200 300 5100 | |
| | | | | 0 | 3000 | 3600 | 6600 | 0 | 0 | 0 | 0 | 0 | 6600 | 0 |

ATTACHMENT A

Agency: City of Des Moines, WA
 County No.: 17 County Name: King County
 City No.: 0325 MPO/RTPO: PSRC

From: 2025 To: 2044
 Hearing Date: 06/13/24 Adoption Date: XXX
 Amend Date: XXX Resolution Number: 24-042

| Proposed Priority No. | City Project Number | Project Identification | Project Phase | Project Cost in Thousands of Dollars | | | | Local Agency Expenditure Schedule (Year) | | | | | | | |
|-----------------------|---------------------|--|----------------|--------------------------------------|--------------------|-----------------------|-----------------------|--|------|------|-----------|-----------|-----------|---|-----------------------|
| | | | | Fund Source | | | | 2025 | 2026 | 2027 | 2028-2030 | 2031-2034 | 2035-2044 | | |
| | | | | Federal Funds | State Funds | Local Funds | Total Funds | | | | | | | | |
| 57 | TIF-4.4 | 16th Ave. S. Improvement Project (Segment 4) 16th Avenue South from: S. 240th St. to S. 250th St. Widen to three lane minor arterial with curbs, gutters, bike lanes and sidewalks. | PE RW CN | | | 800 200 1500 | 800 200 3500 | | | | | | | | 800 200 3500 |
| | | | | 0 | 2000 | 2500 | 4500 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4500 |
| 58 | S-10.0 | South 222nd Street Improvement Project South 222nd Street from: Marine View Drive to Pacific Highway South Reconstruct to Neighborhood Collector standards including two travel lanes, bicycle lanes, curb, gutter and sidewalks. | PE RW CN | | 300 | 200 | 500 0 | | | | | | | | 500 2500 |
| | | | | 0 | 2300 | 700 | 3000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3000 |
| 59 | TIF-1.1b | S. 216th Street Improvement (Segment 1b) Transportation Gateway Project (1 of 4 projects) South 216th Street from: East City Limits to Pacific Highway South Widen to provide additional travel lanes, bike lanes, curb, gutter, & sidewalks. Project coordinated with WSDOT construction of SR509 to replace the I-5 overcrossing with transitions to the planned lane configuration. | PE RW CN | 800 | 800 | 500 800 1000 | 500 800 2600 | | | | | | | | 500 800 2600 |
| | | | | 800 | 800 | 2300 | 3900 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 3900 |
| 60 | TIF-7.2 | 16th Ave. S. Improvement Project (Segment 5b) 16th Avenue South from: S. 276th St. to Pacific Highway South Widen to provide 3-land roadway w/curbs, gutters, bike lanes & sidewalks. Provide new alignment to Pacific Hwy. S. if feasible. Joint project w/City of Federal Way. Also coordinate w/City of Kent and King County Metro. | PE RW CN | | 240 900 1660 | 200 600 800 | 440 1500 2460 | | | | | | | | 440 1500 2460 |
| | | | | 0 | 2800 | 1600 | 4400 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 4400 |
| 61 | S-28.0 | S. 240th Street Overcrossing Bridge Crossing over I-5 from: Pacific Highway South to Military Road Construct bridge over Interstate 5. Coordinate with City of Kent. | PE RW CN | | | 2000 1500 10000 | 2000 1500 10000 | | | | | | | | 2000 1500 10000 |
| | | | | 0 | | 13500 | 13500 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 13500 |
| 62 | S-23.0 | Marina Bike Connection from: S. 227th Street to Cliff Ave. S. Install bike connection through the Marina to link the Des Moines Creek Trail to S. 227th St. | PE RW CN | | | 60 0 100 | 60 0 100 | | | | | | | | 60 100 |
| | | | | 0 | 0 | 160 | 160 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 160 |
| 63 | S-11.0 | S. 272nd Street Improvements South 272nd Street from: Pacific Highway South to 16th Ave. S. Install access control to enhance safety. | PE RW CN | | | 20 80 | 20 80 | | | | | | | | 20 80 |
| | | | | 0 | 0 | 100 | 100 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 100 |

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Updating City Building and Fire Codes

FOR AGENDA OF: June 13, 2024

DEPT. OF ORIGIN: Community Development

ATTACHMENTS:

- 1. Draft Ordinance No. 24-015

DATE SUBMITTED:

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider Draft Ordinance 24-015 updating Title 14 of the City of Des Moines Municipal Code (DMMC) regarding building and fire codes to clean up language and to maintain consistency with the Washington State adopted construction codes.

Suggested Motion

Motion:

“I move to enact Draft Ordinance No. 24-015 updating the City’s building and fire codes to clean up language and to maintain consistency with the Washington State adopted construction codes.”

Background

In chapter 19.27 RCW the State of Washington has adopted a state building code and other related construction codes, largely promulgated by the International Code Council (ICC), as amended by the state building code council. These codes are applicable in every city and county in the state, except that the cities and counties are permitted, within certain limitations, to adopt amendments to the codes to be applicable within the jurisdiction. The ICC updates their codes approximately every three years, and the state building code council adopts and amends new codes on a similar schedule. The latest edition of the state building codes took effect on March 15, 2024.

Many municipalities periodically revise specific sections of the State Building Codes through amendments, which are then incorporated into their Municipal Code. This process requires repetitive adoption every three or four years to align with updates issued by the State of Washington.

In Des Moines, we streamline this process by integrating our amendments directly into the Municipal Code, bypassing the need to reference specific Code cycles or section numbers. This ensures that our amendments automatically align with the most current State Codes. However, periodic reviews are essential to ensure these amendments remain up-to-date. The last comprehensive review occurred in 2013.

During our recent review of Title 14, we focused on enhancing clarity for the public. While much of the language adheres to legal requirements governing permit issuance and code enforcement, we identified instances where verbiage could be simplified without compromising legal integrity. Additionally, we identified and addressed redundant or obsolete amendments that were no longer aligned with evolving State Codes. We also collaborated with South King Fire and Rescue to implement necessary updates to our Fire Code amendments.

Discussion

Proposed updates to Title 14 focus on the Building and Fire Codes. Language of the overall code has also been updated for better readability and subsequent use by staff and the public. Although the changes may seem like a lot at first glance, these are largely housekeeping measures. The proposed changes can be summarized as follows:

Building Code

- DMMC 14.01.020 is simplified to clarify that the building codes apply throughout the City. Minimum thresholds for applicability of each code is determined by the codes themselves.
- Language related to cash or bond assurance for permitted activity in DMMC 14.05.080 is clarified.
- Language is clarified in DMMC 14.05.110 and unnecessary language related to marquees accounted for in the state building code is removed.
- Sections of the DMMC related to 5-over-1 and 5-over-2 construction that were previously necessary because they were not adequately provided for in the State Build Code are now addressed in the State Building Code and are now redundant. These sections will be repealed.

Fire Code amendments proposed by SKFR to make the fire code consistent throughout the District's service area:

- In DMMC 14.10.040, language contained in the International Fire Code that was omitted from the version adopted by the State is adopted and amended to reference City standards for fire lane and address markings. Standards for address identification on buildings are also updated to be consistent with SKFR standards in other cities.
- DMMC 14.10.050 updates fire alarm system requirements to reflect modern technology

- Language updated and clarified in 14.10.060
- A new section is added to the fire code to address replacement of fire alarm panels.

Alternatives

Council may

1. Approve the Draft Ordinance as presented.
2. Approve the Draft Ordinance with amendments
3. Pass Draft Ordinance to a second reading.
4. Decline to pass the Draft Ordinance

Financial Impact

Staff does not anticipate material financial impact.

Recommendation

Staff recommends that the City Council pass Draft Ordinance 24-015 as presented.

CITY ATTORNEY'S FIRST DRAFT 06/05/2024

DRAFT ORDINANCE NO. 24-015

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to buildings and construction; making necessary updates to the City's building and construction codes; amending DMMC 14.01.020, 14.05.080, 14.05.110, 14.10.040, 14.10.050, 14.10.060; adding a new section to chapter 14.10 DMMC; and repealing DMMC 14.05.130, 14.05.140, 14.05.150, 14.05.160, 14.05.170, 14.05.180, 14.05.190, 14.05.200, 14.05.210, and 14.05.220

WHEREAS, pursuant to RCW 19.27.031 there is in effect in all counties and cities a state building code, and

WHEREAS, the City Council of the City of Des Moines has adopted the state building code, codified at Title 14 RCW, and

WHEREAS, pursuant to RCW 19.27.040, the Legislature has authorized cities to amend the state building code as it applies within the jurisdiction, and

WHEREAS, the Legislature periodically updates the state building code to reflect new changes in standards, materials, and techniques in the industry, and

WHEREAS, the City Building Official periodically reviews changes to the state building code, the code amendments adopted by the City, and how they interact to ensure that the City building code best serves both the construction trades and the public, and

WHEREAS, the Building Official has consulted with the Fire Marshal of South King Fire and Rescue to determine whether the City fire code best serves the public, and

WHEREAS, the Building Official has proposed certain amendments to the City building code based on this review and consultation, and

WHEREAS, notice of a public hearing on the proposed Title 14 DMMC amendments was given to the public in accordance with law, and

WHEREAS, a public hearing was held on the 13th day of June, 2024 and all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the amendments to the City building code contained in this ordinance are appropriate and necessary for the preservation of the public health, safety, and general welfare; now therefore,

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

Sec. 1. DMMC 14.01.020 and section 2 of Ordinance No. 1581 are each amended to read as follows:

Application.

This chapter shall apply to all chapters contained in this Title. Except as otherwise provided herein, this Title shall apply to all real property, buildings, and structures in the City.

~~(1) New construction and additions; and~~

~~(2) The entire building when all additions, alterations, remodels, or repairs to existing structures in which the area of the additions, alterations, or repairs exceeds more than 50 percent of the habitable area of the existing structure. In the case of a series of additions, alterations, or repair projects, this Title shall become effective at the point where in any three year period the cumulative area of additions, alterations, or repairs exceeds 50 percent of the area of the structure at the time such additions, alterations, or repairs are commenced and shall apply to the entire building.~~

Land use review procedures provided in chapter 18.20 DMMC, Land Use Review Procedures, shall apply in addition to the provisions within this Title.

Sec. 2. DMMC 14.05.080 and section 28 of Ordinance No. 1581 are each amended to read as follows:

Assurance device for building permit - Requirements.

Before issuing any building permit, the City shall require the applicant to execute and file with the City a ~~cash~~ bond or cash. The ~~cash~~ bond shall be in a form approved by the City Manager

or the City Manager's designee in such reasonable sum and with such securities as the Building Official may specify. In the event of a failure by the applicant to satisfactorily complete the work included in the building permit, the bond or cash may be claimed by the City Manager or the City Manager's designee to fund completion or removal of the incomplete structure. The applicant will pay any and all damages that may be recovered against the City by any person on account of injury to persons or property occasioned by or in any manner resulting from the issuance of the permit or by reason of any act or thing done pursuant thereto, or from the occupancy or disturbance of any street or sidewalk in the City and also to save, keep, and defend the City free from all such damages and costs as may be incurred in defending any such claim, and/or further conditioned that the applicant shall pay to the City the cost of repairing any and all damage which may be done by the applicant or his/her agents to the streets, utilities, or property of the City during or pursuant to the work covered by such permit.

Sec. 3. DMMC 14.05.110 and section 31 of Ordinance No. 1581 are each amended to read as follows:

Amendments to the IBC adopted.

The following sections of the IBC as adopted by this Title shall be amended as follows:

(1) Expiration of Permit. Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced. The Building Official is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated.

(2) Action on Application and Time Limit of Application. Applications for which no permit is issued within 180 days following the date of application filing shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the Building Official. The Building Official may extend the time for

action by the applicant for a period not exceeding 180 days on request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to renew action on an application after expiration, the applicant shall reapply and pay a new plan review fee.

The Building Official shall extend the ~~life-time limit~~ of an application if any of the following conditions exist:

(a) Compliance with a declaration of significance under the State Environmental Policy Act provisions is in progress; or

(b) Any other City review is in progress, provided City staff determine that the review is proceeding to a timely final City decision; or

(c) Litigation against the City is in progress, the outcome of which may affect the validity of any permit issued pursuant to such application.

(3) ~~Use and Certificate of~~ Occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the Building Official has issued a certificate of occupancy as provided herein with the exception of Group U Occupancies.

Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid.

(4) ~~Special construction - Marquee, is amended to read as follows:~~

~~A marquee is a permanent roofed structure attached to and supported by the building, providing protection from the weather elements, but does not include a projecting roof. For the purposes of this chapter, a freestanding permanent roof-like structure~~

~~providing protection from the weather elements, such as a service station gas pump island, shall also be considered a marquee.~~
Address Identification. Address identification shall be in compliance with DMMC 14.10.040.

Sec. 4. DMMC 14.10.040 and section 46 of Ordinance No. 1581 as amended by section 2 of Ordinance No. 1662 are each amended to read as follows:

Amendments to the IFC adopted.

The amendments, additions and exceptions to the IFC, as adopted by DMMC 14.01.050 and this chapter, are adopted and shall be applicable within the City.

~~2015 IFC (1) Section 503 of the 2021 International Fire Code and all subsections thereof, Fire Apparatus Access Roads, as presently constituted or as may be subsequently amended is are each adopted by reference, except as provided in subsection (2) of this section.~~

(2) Section 503.3 of the International Fire Code shall read as follows:

Marking. Fire lanes shall be marked in accordance with DMMC chapter 10.08.

(3) Section 505.1 of the International Fire Code shall read as follows:

Address Identification. New buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address identification characters shall contrast with their background. Address numbers shall be Arabic numbers or alphabetical letters. Numbers shall not be spelled out. Each character shall be not less than 8 inches (203.2 mm) high with a minimum stroke width of 1/2 inch (12.7 mm). Where required by the fire code official, address identification shall be provided in additional approved locations to facilitate emergency response. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other sign or means

shall be used to identify the structure. Address identification shall be maintained.

Exception: Address identification characters for 1 and 2 family dwellings shall be not less than 4 inches (102 mm) high with a minimum stroke width of 1/2 inch (12.7 mm).

(4) Existing buildings shall be brought into compliance with subsection (3) of this section whenever:

(a) Repairs, alterations or additions that require a building permit occur at the building.

(b) A new business license application inspection is performed.

Sec. 5. DMMC 14.10.050 and section 47 of Ordinance No. 1581 are each amended to read as follows:

Automated fire alarm and detection systems.

In addition to the fire alarm and detection system requirements specified in the IFC, all new buildings and structures exceeding 3,000 square feet gross floor area shall be required to provide an approved automatic fire alarm system. Building additions which increase the gross square footage of the building by more than 3,000 gross square feet shall be required to provide an approved automatic fire alarm system serving the addition. Fire walls as noted in the IBC shall not be considered to provide a separate building under this section or to enable deletion of the required fire alarm system.

(a) All new fire alarm systems shall be addressable.

Exceptions: Group U ~~or R and Division 3 and R3~~ occupancies.

Sec. 6. DMMC 14.10.060 and section 48 of Ordinance No. 1581 as amended by section 3 of Ordinance No. 1662 are each amended to read as follows:

Sprinkler installation.

~~Fire sprinkler systems shall be installed:~~

In addition to the automatic fire sprinkler system requirements specified in the IBC and the IFC, the following new buildings and structures, and existing buildings with new additional square footage, are required to be protected by an approved automatic sprinkler system:

(1) All occupancies without the basic fire flow requirements of the IFC and ~~a~~Appendix B.

Exception: Group U occupancies.

(2) All occupancies without approved Fire Department access as defined in the IFC.

Exception: Group U occupancies, and additions to single ~~unit-dwelling~~ R3 structures, ~~are not required to be sprinklered,~~ provided the ~~new~~ fire flow meets the requirements of the IFC and Appendix B, and the access is not unduly compromised, as approved by the Fire Code Official.

(3) ~~In a~~All occupancies, ~~other than Groups R3 and U,~~ where the total floor area included within the surrounding exterior walls on all floor levels, including basements, exceeds 5,000 square feet. Fire walls, as noted in the IBC, shall not be considered to ~~be~~create a separate buildings to enable deletion of the required fire sprinkler system.

Exception: ~~Additions to existing buildings, that through alternate materials or methods do not increase the hazards of the building, as agreed and approved by the Building Official and the Fire Code Official.~~Group U and single-dwelling Group R3 occupancies.

Sec. 7. New Section. A new section is added to chapter 14.10 DMMC to read as follows:

Fire alarm panel replacement.

When a fire alarm panel cannot be repaired, replacement panels for fire alarm systems required by the IFC or this code shall meet the requirements for new installations.

(a) When a fire alarm panel replacement is necessary, alarm notification and initiation devices shall be updated as determined by the fire code official.

Exception: If an existing fire alarm control unit is replaced with identical equipment it shall be considered maintenance.

Sec. 8. Repealer. DMMC 14.05.130 and section 23 of Ordinance No. 1581 as amended by section 19 of Ordinance No. 1601 as amended by section 1 of Ordinance No. 1602 as amended by section 13 of Ordinance No. 1618-A are repealed.

Sec. 9. Repealer. DMMC 14.05.140 and section 34 of Ordinance No. 1581 are repealed.

Sec. 10. Repealer. DMMC 14.05.150 and section 35 of Ordinance No. 1581 are repealed.

Sec. 11. Repealer. DMMC 14.05.160 and section 36 of Ordinance No. 1581 are repealed.

Sec. 12. Repealer. DMMC 14.05.170 and section 37 of Ordinance No. 1581 are repealed.

Sec. 13. Repealer. DMMC 14.05.180 and section 38 of Ordinance No. 1581 are repealed.

Sec. 14. Repealer. DMMC 14.05.190 and section 39 of Ordinance No. 1581 are repealed.

Sec. 15. Repealer. DMMC 14.05.200 and section 40 of Ordinance No. 1581 are repealed.

Sec. 16. Repealer. DMMC 14.05.210 and section 41 of Ordinance No. 1581 are repealed.

Sec. 17. Repealer. DMMC 14.05.220 and section 42 of Ordinance No. 1581 are repealed.

Sec. 18. Codification. Section 7 of this ordinance shall be codified as DMMC 14.10.055, Fire alarm panel replacement.

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Sec. 19. 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. 20. Effective date. This Ordinance shall take effect and be in full force five (5) days after its final passage by the Des Moines City Council in accordance to law.

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 2024 and signed in authentication thereof this ____ day of _____, 2024.

M A Y O R

APPROVED AS TO FORM:

Acting City Attorney

ATTEST:

City Clerk

Published: