

AGENDA

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Des Moines, Washington
Thursday, April 25, 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

- Municipal Facilities Committee: Chair Jeremy Nutting
- Economic Development Committee: Chair Jeremy Nutting

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

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

[Approval of Vouchers](#)

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.

[Approval of Minutes](#)

- Item 3. MENTAL HEALTH AWARENESS MONTH PROCLAMATION
Motion is to approve the Proclamation recognizing May as Mental Health Awareness Month.
[Mental Health Awareness Month Proclamation](#)
- Item 4. 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.
[2024 Des Moines Farmers Market Agreement](#)
- Item 5. DES MOINES MEMORIAL DRIVE PIPE PROJECT - INTERLOCAL AGREEMENT WITH HIGHLINE WATER DISTRICT
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.
[Des Moines Memorial Drive Pipe Project - Interlocal Agreement with Highline Water District](#)
- 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.
[Midway Design - Consultant Contract](#)
- 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.
[Bid Rejection - Redondo Fishing Pier and Restroom 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.
[South Sound Opening Boating Day Proclamation](#)

UNFINISHED BUSINESS

- Item 1. CITY MANAGER RECRUITMENT
[City Manager Recruitment](#)
- Item 2. PROPERTY TAX LEVY LID LIFT
[Property Tax Levy Lid Lift](#)

NEW BUSINESS

- Item 1. PUBLIC SAFETY LEVY LID LIFT PRO AND CON COMMITTEE APPOINTMENTS
[Public Safety Levy Lid Lift Pro and Con Committee Appointments](#)
- Item 2. NEW AGENDA ITEMS FOR CONSIDERATION – 10 Minutes

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

May 2, 2024 City Council Study Session


ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval
April 25, 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 April 25 2024 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through April 11, 2024.

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	9928	9960	207,946.97
Wires	2537	2558	634,753.83
Accounts Payable Checks	165770	165801	52,063.27
Total Vouchers paid			894,764.07
Total checks and wires for A/P			894,764.07



Accounts Payable EFT's Voucher Report

Check range from: 9928 to 9960



Check No.	Check Date	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount
9928	4/11/2024	911 SUPPLY INC	4/3/2024	INV-2-37159	SAFARI HOLSTER, TACO MOUNT-C.MARLIN	518.01
	4/11/2024	911 SUPPLY INC	4/3/2024	INV-2-37158	(1) BATON RING,(5) FLASHLIGHT RING-K.PENNEY	86.17
	Total					604.18
9929	4/11/2024	AHBL, INC	2/29/2024	144274	2024-02 PROJECT 2230834.30 MIDDLE HOUSING REGS	9,522.50
	Total					9,522.50
9930	4/11/2024	ALPINE PRODUCTS	4/4/2024	TM-222950	MARINA-SINGLE CAN TRAFFIC PAINT	41.91
	Total					41.91
9931	4/11/2024	AVERHEALTH	4/4/2024	S-INV036302	2024-03 MONTHLY TESTING DUI COURT	988.20
	4/11/2024	AVERHEALTH	4/4/2024	S-INV035984	2024-03 MONTHLY TESTING COURT PROBATION	26.20
	4/11/2024	AVERHEALTH	4/4/2024	S-INV035986	2024-03 MONTHLY TESTING COURT PRE-TRIAL	170.30
	Total					1,184.70
9932	4/11/2024	BRINKS	4/1/2024	12578998	2024-04 ARMORED CAR SERVICES	1,894.28
	4/11/2024	BRINKS	3/31/2024	6549063	2024-03 TRANSPORTATION CHARGES	90.52
	Total					1,984.80
9933	4/11/2024	CALPORTLAND COMPANY	3/29/2024	96280588	(14.5) TONS 5/8" MINUS QUARRY ROCK	497.22
	Total					497.22
9934	4/11/2024	DES MOINES POLICE FO	4/5/2024	2024-03	2024-03 DES MOINES POLICE FOUNDATION	8.34
	Total					8.34
9935	4/11/2024	DES MOINES POLICE GU	4/5/2024	2024-03	2024-03 DES MOINES POLICE GUILD	2,470.00



Accounts Payable EFT's Voucher Report

Check range from: 9928 to 9960



Check No.	Check Date	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount
9935	Total					2,470.00
9936	4/11/2024	DM DOLLARS FOR SCHOL	4/5/2024	2024-03	2024-03 DM DOLLARS FOR SCHOLARS	130.00
	Total					130.00
9937	4/11/2024	EHM WASHINGTON LLC	3/31/2024	30641	2024-03 ELECTRONIC HOME MONITORING DUI COURT	352.50
	4/11/2024	EHM WASHINGTON LLC	4/3/2024	2024-03	2024-03 ELECTRONIC HOME MONITORING	6,844.65
	Total					7,197.15
9938	4/11/2024	ETI	3/31/2024	1979	2024-03 ELECTRICAL INSPECTION SERVICES	1,700.00
	Total					1,700.00
9939	4/11/2024	EXELTECH CONSULTING,	3/12/2024	2326-07	2024-02 DM CM & INSPECTION SVCS 24TH AVE S IMPRVMN	52,892.28
	Total					52,892.28
9940	4/11/2024	FISHERIES SUPPLY INC	4/8/2024	6802118	(3) STRAP RING BUOY	419.50
	Total					419.50
9941	4/11/2024	FOGILA-JONES, JENNIF	4/1/2024	DSM011	2024-03 FACILITATOR/CONSULTING SERVICE	2,887.50
	Total					2,887.50
9942	4/11/2024	HISTRENGTH BOLT CO.	3/30/2024	325949	NPT SQUARE HEAD PIPE PLUG	6.63
	Total					6.63
9943	4/11/2024	KEANE, TARIA	4/9/2024	2024-04 MILEAGE	2024-04 MILEAGE REIMBURSEMENT WMCA CONFERENCE	198.32
	Total					198.32
9944	4/11/2024	LANGUAGE LINE SERVIC	3/31/2024	11259633	2024-03 POLICE PHONE INTERPRETATION SERVICES	548.99



Accounts Payable EFT's Voucher Report

Check range from: 9928 to 9960



Check No.	Check Date	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount
9944	Total					548.99
9945	4/11/2024	LEVESON	4/4/2024	2024-03-2	2024-03 INTERPRETER SERVICES	297.50
	Total					297.50
9946	4/11/2024	MOTION & FLOW CONTRO	3/29/2024	9064926	NIPPLE STEEL 1/2 BODY X 1/2 FRPT	12.05
	Total					12.05
9947	4/11/2024	NATIONAL DRIVE	4/5/2024	2024-02	2024-02 NATIONAL DRIVE CONTRIBUTIONS	4.00
	Total					4.00
9948	4/11/2024	NORDHOLM, NICOLE	3/29/2024	2024-04 PER DIEM	2024-04 PER DIEM-NW REGIONAL MGRS CONFERENCE	211.00
	Total					211.00
9949	4/11/2024	ORCA INFORMATION INC	3/31/2024	38339	2024-03 EMPLOYMENT MINI-REPORTS	300.00
	Total					300.00
9950	4/11/2024	PAPE MACHINERY INC	3/30/2024	15152907	IMPELLER KIT, FRAME KIT	960.06
	4/11/2024	PAPE MACHINERY INC	4/9/2024	15189067	-RETURNED FRAME KIT	(474.47)
	Total					485.59
9951	4/11/2024	PARAMETRIX	3/18/2024	54051	2024-02 PROJECT 214-1792-044 24TH AVE	2,781.64
	4/11/2024	PARAMETRIX	3/18/2024	54053	2024-02 PROJECT 214-1792-046 N HILL ELEMENTARY WKW	52,939.55
	Total					55,721.19
9952	4/11/2024	PATRICK, MELISSA	4/5/2024	2024-04 PER DIEM	2024-04 PER DIEM/MILEAGE REIMB-MPA CONFERENCE	405.98
	Total					405.98



Accounts Payable EFT's Voucher Report

Check range from: 9928 to 9960



Check No.	Check Date	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount
9953	4/11/2024	PENNEY, KEVIN	3/26/2024	2024-04 PER DIEM	2024-04 PER DIEM FOR RECRUITING/TESTING-SPOKANE	148.00
	Total					148.00
9954	4/11/2024	PETE'S TOWING INC	3/26/2024	447424	2024-03 PD TOWING SVCS-CASE#24-0744	563.88
	Total					563.88
9955	4/11/2024	PSOMAS	2/16/2024	205207	2024-01 PROJECT 9DES010100 BARNES CREEK TRAIL	30,011.87
	4/11/2024	PSOMAS	3/19/2024	206461	2024-02 PROJECT 9DES010100 BARNES CREEK TRAIL	21,015.83
	Total					51,027.70
9956	4/11/2024	TEAMSTERS LOCAL UNIO	4/5/2024	2024-03	2024-03 TEAMSTERS LOCAL UNION #763 DUES	2,215.00
	Total					2,215.00
9957	4/11/2024	UTILITIES UNDERGROUN	3/31/2024	4030145	2024-03 (214) EXCAVATION NOTIFICATIONS	282.48
	Total					282.48
9958	4/11/2024	WA ST CRIMINAL JUSTI	4/5/2024	201139474	2024-03 LAW ENFORCEMENT RECORDS-R.VASHIST	100.00
	Total					100.00
9959	4/11/2024	WESLEY HOMES	3/31/2024	2024-03	2024-03 PROFESSIONAL MANAGMENT SERVICE	7,500.00
	Total					7,500.00
9960	4/11/2024	WESTERN CONF OF TEAM	4/5/2024	2024-03	2024-03 TEAMSTERS PENSION TRUST	6,378.58
	Total					6,378.58
Grand Total						207,946.97



Accounts Payable Wires Voucher Report

Check range from: 2537 to 2558



Check No.	Check Date	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount
2537	4/1/2024	EVO-8017	4/1/2024	2024-03	2024-03 BANKING FEE-PARKS/REC	162.45
	Total					162.45
2538	4/1/2024	KEY BANK-463	4/1/2024	2024-03	2024-03 BANKING FEE-VENTEK	356.15
	Total					356.15
2539	4/2/2024	AUTHORIZE.NET	4/2/2024	2024-03	2024-03 BANKING FEES-PD/REDONDO	38.65
	Total					38.65
2540	4/2/2024	ELAVON-666	4/2/2024	2024-03	2024-03 BANKING FEES-POLICE	156.15
	Total					156.15
2541	4/2/2024	ELAVON-973	4/2/2024	2024-03	2024-03 BANKING FEES-FINANCE	120.99
	Total					120.99
2542	4/2/2024	AUTHORIZENET-2649302	4/2/2024	2024-03	2024-03 BANKING FEES-COMM DEV	23.23
	Total					23.23
2543	4/3/2024	CARD CONNECT-886	4/3/2024	2024-03	2024-03 BANKING FEE-PARKS/REC	1,338.48
	Total					1,338.48
2544	4/3/2024	CARD CONNECT-883	4/3/2024	2024-03	2024-03 BANKING FEE-PARKS/REC	149.89
	Total					149.89
2545	4/3/2024	FISERV-888	4/3/2024	2024-03	2024-03 BANKING FEES-COMM.DEV	8,676.39
	Total					8,676.39
2546	4/3/2024	KEY BANK-880	4/3/2024	2024-03	2024-03 BANKING FEES-POLICE	58.09



Accounts Payable Wires Voucher Report

Check range from: 2537 to 2558



Check No.	Check Date	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount
2546	Total					58.09
2547	4/3/2024	PCS	4/3/2024	2024-03	2024-03 BANKING FEES-MARINA	9,067.80
	Total					9,067.80
2548	4/4/2024	ZEAMSTER	4/4/2024	2024-03-2	2024-03 BANKING FEES-MARINA	385.29
	Total					385.29
2549	4/5/2024	INTERNAL REVENUE SER	4/5/2024	2024-04/1	2024-04 PAYROLL TAXES 4/5/2024	119,065.68
	Total					119,065.68
2550	4/5/2024	TOYOTA FINANCIAL	4/5/2024	030322 DB2024- 02>03	2024-02>03 LEASE PAYMENT 2023 TOYOTA 4RUNNER	1,677.37
	Total					1,677.37
2551	4/5/2024	WA STATE CHILD SUPPO	4/5/2024	2024-04/1	2024-04 CHILD SUPPORT CASE#2668183	142.25
	Total					142.25
2552	4/8/2024	WA DEPT OF RETIREMEN	4/5/2024	2024-04/1	2024-04 PERS2, PERS3, PSERS2, LEOFF	109,807.17
	Total					109,807.17
2553	4/9/2024	AWC/EMPLOYEE BENEFIT	4/9/2024	2024-04	2024-04 MEDICAL, DENTAL, VISION	165,616.30
	Total					165,616.30
2554	4/9/2024	MISSION SQUARE	4/5/2024	2024-04/1	2024-04 401/457 CONTRIBUTIONS & LOANS	149,806.50
	Total					149,806.50
2555	3/25/2024	NATIONWIDE PAYMENT S	3/25/2024	2024-02	2024-02 BANKING FEES-MARINA	15.08
	Total					15.08



Accounts Payable Wires Voucher Report

Check range from: 2537 to 2558



Check No.	Check Date	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount
2556	4/11/2024	WA EMPLOYMENT SECURI	3/20/2024	2024-Q1	2024-Q4 PAID FAMILY MEDICAL LEAVE/CARES PREMIUMS	46,514.07
	Total					46,514.07
2557	4/15/2024	ISOLVED BENEFIT SERV	4/15/2024	2024-03	2024-03 FSA, DCA, HRA BENEFIT FUNDING	16,649.14
	Total					16,649.14
2558	4/15/2024	LOWE'S BUSINESS ACCO	4/15/2024	2024-03	2024-03 LOWE'S CREDIT PURCHASES	4,926.71
	Total					4,926.71
Grand Total						634,753.83



Accounts Payable Checks Voucher Report

Check range from: 165770 to 165801



Check No.	Check Date	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount
165770	4/11/2024	4 SITE SURVEYING LLC	3/20/2024	2102	MARINA-TOPOGRAPHY SURVEY-GUEST MOORAGE	11,199.50
	Total					11,199.50
165771	4/11/2024	A&A LANGUAGE SERVICE	4/1/2024	2024-01/02	2024-01/02 INTERPRETER SERVICES	360.00
	Total					360.00
165772	4/11/2024	BARGER, KENNETH	4/1/2024	2024-03	2024-03 INTERPRETER SERVICES	280.00
	Total					280.00
165773	4/11/2024	BOWEN SCARFF	3/13/2024	45426	P-247 BOOSTER ASY	271.75
	4/11/2024	BOWEN SCARFF	3/19/2024	45637	(20) WHEEL COVER	1,636.75
	4/11/2024	BOWEN SCARFF	3/20/2024	45678	P-246 BOOSTER ASY	337.81
	4/11/2024	BOWEN SCARFF	3/20/2024	45692	VALVE ASY	60.36
	4/11/2024	BOWEN SCARFF	3/5/2024	535342	P-542 2017 FORD EXPLORER SOP PCM INSTALL/REPAIR	1,862.66
	Total					4,169.33
165774	4/11/2024	BUILDERS EXCHANGE OF	3/3/2024	1076646	2024-02 LEGAL AD-PUBLISH ARTERIAL PAVING PROJECT	45.00
	Total					45.00
165775	4/11/2024	CARPINITO BROTHERS,	3/26/2024	M149026	(3) YARDS BULK TOPSOIL	75.80
	Total					75.80
165776	4/11/2024	COMM DEV REFUNDS	4/4/2024	2024-04 BOYER	2024-04 REFUND PERMIT BLD2023-1278	57.20



Accounts Payable Checks Voucher Report

Check range from: 165770 to 165801



Check No.	Check Date	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount
165776	Total					57.20
165777	4/11/2024	COMM DEV REFUNDS	4/4/2024	2024-04 STEWART	2024-04 REFUND PERMIT BLD2024-0425	330.50
	Total					330.50
165778	4/11/2024	DAILY JOURNAL OF COM	2/21/2024	3396802	2024-02 LEGAL AD-2024 OVERLAY PROGRAM	984.30
	4/11/2024	DAILY JOURNAL OF COM	3/20/2024	3397726	2024-03 LEGAL AD-REQUEST FOR BIDS-REDONDO PIER/RST	198.90
	Total					1,183.20
165779	4/11/2024	DATABAR INC	4/5/2024	266217	2024-04 MARINA MOORAGE STATEMENTS	843.44
	Total					843.44
165780	4/11/2024	DUSENBURY, JOSEPH H	3/12/2024	2024-01	2024-01 MARINA CONSULTING SERVICES	1,237.50
	4/11/2024	DUSENBURY, JOSEPH H	3/19/2024	2024-02	2024-02 MARINA CONSULTING SERVICES	2,062.50
	Total					3,300.00
165781	4/11/2024	FINANCE REFUNDS	3/28/2024	2024-04 MILLER	REFUND OVERPAYMENT OF BILL 343	25.00
	Total					25.00
165782	4/11/2024	GENUINE PARTS COMPAN	3/5/2024	2402-456181	PREMIUM CAPSULES	34.12
	4/11/2024	GENUINE PARTS COMPAN	3/5/2024	2402-456202	BLACK RTV SILICONE	24.53
	4/11/2024	GENUINE PARTS COMPAN	3/6/2024	2402-456302	P-548 FORD EXPLORER-VALVE CURVED HOSE, ALL IN ONE	126.67
	4/11/2024	GENUINE PARTS COMPAN	3/6/2024	2402-456396	(2) OIL FILTERS	21.47
	4/11/2024	GENUINE PARTS COMPAN	3/7/2024	2402-456446	P-524 FORD EXPLORER RADIATOR VALVE HOSE	66.16
	4/11/2024	GENUINE PARTS COMPAN	3/12/2024	2402-456965	STAR TAMPROOF BIT	1.09



Accounts Payable Checks Voucher Report

Check range from: 165770 to 165801



Check No.	Check Date	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount
165782	4/11/2024	GENUINE PARTS COMPAN	3/14/2024	2402-457242	(12) 10W30 OIL, (4) MERCON ATF	90.19
	4/11/2024	GENUINE PARTS COMPAN	3/18/2024	2402-457606	(4) ENGINE OIL FILTERS	21.49
	4/11/2024	GENUINE PARTS COMPAN	3/20/2024	2402-457948	(3) OIL FILTERS	24.21
	4/11/2024	GENUINE PARTS COMPAN	3/27/2024	2402-458673	LIPSEAL, (2) SPIN-ON FLUID FILTER, FUEL FILTER	49.82
	Total					459.75
165783	4/11/2024	HANNULA, DEBRA	3/29/2024	2024-03	2024-03 PRO TEM SERVICESQ	320.00
	Total					320.00
165784	4/11/2024	HEAD QUARTERS PORTAB	3/31/2024	63356	2024-03 PORTABLE TOILET SVCS-VARIOUS PARKS	810.00
	4/11/2024	HEAD QUARTERS PORTAB	3/31/2024	63357	2024-03 PORTABLE TOILET SVCS-22030 CLIFF AVE	300.00
	Total					1,110.00
165785	4/11/2024	HECKLINGER, NIKOLE	3/29/2024	2024-03	2024-03 PRO TEM SERVICES	560.00
	Total					560.00
165786	4/11/2024	HIGHLINE WATER DISTR	3/21/2024	12444-00 2024-03	2024-03 WATER SVCS-24800 16TH AVE S	55.30
	Total					55.30
165787	4/11/2024	HOME DEPOT	3/28/2024	2024-03	2024-03 CREDIT PURCHASES	104.31
	Total					104.31
165788	4/11/2024	KAMAL ABOU ZAKI	4/1/2024	2024-03	2024-03 INTERPRETER SERVICES	100.00
	Total					100.00
165789	4/11/2024	LEGAL REFUNDS	4/1/2024	2024-04 SALAS	2024 SETTLEMENT AGREEMENT CASE#23CIV20008KCX	330.30



Accounts Payable Checks Voucher Report

Check range from: 165770 to 165801



Check No.	Check Date	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount
165789	Total					330.30
165790	4/11/2024	LIGHTHOUSE LAW GROUP	4/4/2021	20674	2024-03 PROFESSIONAL SVCS-ZENITH PROP. SEPA	1,348.50
	Total					1,348.50
165791	4/11/2024	LUKEN, TERRI R	3/29/2024	2024-03	2024-03 PRO TEM SERVICES	560.00
	Total					560.00
165792	4/11/2024	MCCAMMON, SUSAN	4/1/2024	04032023	2024-04 ENTERTAINMENT-BRINK KID TO WORK DAY	350.00
	Total					350.00
165793	4/11/2024	MCGUIRE BEARING COMP	4/1/2024	1188878-00	DRS 22X35X10 SHOP PART	25.35
	Total					25.35
165794	4/11/2024	NUNOGAWA, SUNSHINE	3/31/2024	002	2024-03 LEGAL RESEARCH SERVICES	1,430.00
	Total					1,430.00
165795	4/11/2024	NYJAT ROSE-AKINS	3/29/2024	2024-03	2024-03 PRO TEM SERVICES	320.00
	Total					320.00
165796	4/11/2024	O'NEILL PLUMBING COM	4/8/2024	2442231	2023-Q4 MINOR HOME REPAIR-DOROTHY DENMAN	1,271.60
	Total					1,271.60
165797	4/11/2024	PUGET SOUND ENERGY	3/29/2024	300000000574 2024-03	2024-03 ELEC/GAS SVCS-CITYWIDE	15,632.35
	Total					15,632.35
165798	4/11/2024	SONIC COLLISION CENT	3/12/2024	36555	2016 FORD EXPLORER LIC62119D BALANCE OWING	1,000.00
	Total					1,000.00



Accounts Payable Checks Voucher Report

Check range from: 165770 to 165801



Check No.	Check Date	Vendor Name	Invoice Date	Invoice Number	Invoice Description	Amount
165799	4/11/2024	WA DEPT OF TRANSPORT	3/18/2024	ATB40318062	2024-02 SIGNAL MAINTENANCE	3,878.13
	Total					3,878.13
165800	4/11/2024	WASHINGTON STATE PAT	4/1/2024	I2405512	2024-03 POLICE BACKGROUND CHECKS	251.75
	Total					251.75
165801	4/11/2024	WSFTA	4/1/2024	13 OF 23	2024-04 DES MOINES PILOT PROGRAM	1,086.96
	Total					1,086.96
Grand Total						52,063.27

MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Des Moines, Washington
Thursday, February 22, 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 Gene Achziger.

ROLL CALL

Council Present:

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

Council Absent:

Councilmember Jeremy Nutting

Direction/Action

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

Motion passed 6-0.

Staff Present:

Interim City Manager Tim George; Interim City Attorney Matt Hutchins; Assistant City Manager Adrienne Johnson-Newton; Finance Director Jeff Friend; Assistant Police Chief Patti Richards; Director of Emergency Management and Workplace Safety Shannon Kirchberg; City Clerk Taria Keane; and Deputy City Clerk Sara Lee

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

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

COMMENTS FROM THE PUBLIC

Regular Meeting Minutes
February 22, 2024

- Kathy Scott, Paid Parking
- Matthew Kimmerly, Masonic Building
- Bill Linscott, Marina Steps
- Gary Beisheim, Masonic Building
- Barbara McMichael, Masonic Home/Port of Seattle
- Steve Quinn, Communication
- Tina Orwall, Landmark
- Lloyd Lytle Jr., Landmark
- George Pettibone, Landmark

COMMITTEE CHAIR REPORT

- MUNICIPAL FACILITIES COMMITTEE
 - Councilmember Matt Mahoney gave Council a report on the Municipal Facilities Committee meeting.

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

DES MOINES YACHT CLUB COMMODORE DEBBIE MINNITI

- Commodore Debbie Minniti gave Council an update on the Des Moines Yacht Club Summer Events.

BACKPACK BRIGADE

- Backpack Brigade Executive Director and Founder Nichelle Hilton gave Council a PowerPoint Presentation about the Backpack Brigade Organization.

LAND STEWARDSHIP PROGRAM PRESENTATION (PORT OF SEATTLE)

- Port of Seattle Program Manager Chipper Maney gave Council a PowerPoint Presentation on the SEA Land Stewardship Program Public Outreach Update.

CITY MANAGER RECRUITMENT

- Assistant City Manager Adrienne Johnson-Newton gave Council an update on the City Manager Recruitment RFP (Request for Proposal).

CONSENT AGENDA

Item 1: APPROVAL OF VOUCHERS

Motion is to approve the payment vouchers through February 08, 2024 and payroll transfers through February 07, 2024 in the attached list and further described as follows:

EFT Vendor	#9623-9682	\$502,403.59
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Regular Meeting Minutes
February 22, 2024

Payments		
Wires	#2479-2498	\$682,230.47
Accounts Payable	#165623-165637	\$ 79,603.87
Checks		
Payroll Checks	#19785-19793	\$ 4,796.76
Direct Deposit	#8371-8539	\$482,147.23
Payroll Checks	#19664, 19778	\$ (365.44)
Voided		
Payroll Checks	#19794-19795	\$ 365.44

Total Checks and Wires for A/P & Payroll: \$1,751,181.92

Item 2: APPROVAL OF MINUTES
Motion is to approval the minutes from the January 04, January 11, and January 25, 2024 Regular City Council Meetings.

Item 3: REPLACEMENT OF COPIERS
Motion is to approve a 60 month lease contract with Copiers Northwest for ten copiers and authorize the City Manager to sign the contract substantially in the form as submitted.

Item 4: WOMEN'S HISTORY MONTH PROCLAMATION
Motion is to approve the Proclamation recognizing March as Women's History Month.

Direction/Action

Motion made by Councilmember Matt Mahoney to approve the Consent Agenda; seconded by Deputy Mayor Harry Steinmetz.
Motion passed 6-0.

Mayor Traci Buxton read the Women's History Month Proclamation into the record.

UNFINISHED BUSINESS

HEARTS AND MINDS FUND DISBURSEMENT

Direction/Action

Motion made by Councilmember Yoshiko Grace-Matsui to approve the expenditure of the remaining balance of the Hearts & Minds Fund in support of the Officer Steven J. Underwood Scholarship awarded by Des Moines Dollars for Scholars.
Motion died for a lack of a second.

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Motion made by Councilmember Gene Achziger to approve the expenditure of \$2,000 from the Hearts and Minds Fund in support of Steven J Underwood Scholarship and the remaining funds go toward the Backpack Brigade; seconded by Deputy Mayor Harry Steinmetz.

Amended Motion made by Mayor Traci Buxton to approve the expenditure of \$2,000 from the Hearts and Minds Fund in support of Steven J Underwood Scholarship and the remaining funds go to the Human Services Advisory to disburse; seconded by Councilmember JC Harris.

Amended Motion passed 5-1.

For: Mayor Traci Buxton; Deputy Mayor Harry Steinmetz;
Councilmember Gene Achziger, Councilmember Yoshiko Grace Matsui,
Councilmember JC Harris.

Against: Councilmember Matt Mahoney.

The amended main motion passed 5-1.

For: Mayor Traci Buxton; Deputy Mayor Harry Steinmetz;
Councilmember Gene Achziger, Councilmember Yoshiko Grace Matsui,
Councilmember JC Harris.

Against: Councilmember Matt Mahoney.

NEW BUSINESS

Item 1: 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 ACHZIGER

- No Report

COUNCILMEMBER JC HARRIS

- Port Package Update Bill
- Environment Bill
- King County Emergency Management Advisory Committee

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- Meeting
- Regional Transit Committee Meeting

COUNCILMEMBER MATT MAHONEY

- No Report

COUNCILMEMBER YOSHIKO GRACE MATSUI

- Karaoke Community Event

DEPUTY MAYOR HARRY STEINMETZ

- Sound Cities Associations Public Issues Committee
- Met with the Citizens Advisory Committee Consultant
- Marina Step Presentation
- Federal Way State of the City Address

PRESIDING OFFICER'S REPORT

- Chat with the Mayor
- House Bill 5955
- 33 District Legislators Town Hall
- City Currents

EXECUTIVE SESSION

The Executive Session was called to order by Mayor Traci Buxton at 8:20 p.m.

ROLL CALL

Council Present:

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

Other Present:

Interim City Manager Tim George; Interim City Attorney Matthew Hutchins; and Attorney Jeff Taraday.

PURPOSE

The purpose of the Executive Session was Potential Litigation Under RCW 42.30.110(1)(i). The Executive Session was expected to last 30 minutes.

No formal action was taken.

Regular Meeting Minutes
February 22, 2024

The Executive Session lasted 30 minutes.

The Executive Session ended at 8:50 p.m.

NEXT MEETING DATE

March 07, 2024 City Council Study Session

ADJOURNMENT

Direction/Action

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

The meeting adjourned at 8:50 p.m.

MINUTES

**DES MOINES CITY COUNCIL
STUDY SESSION
City Council Chambers
21630 11th Avenue S, Des Moines, Washington
Thursday, March 7, 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 Deputy Mayor Harry Steinmetz.

ROLL CALL

Council Present:

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

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; Master Police Officer Justin Cripe; Officer Johnny Tyler; Police Officer Austin Arneberg; Sergeant Isaac Helgren; Officer Eric Morris; Officer Doug Weable; Executive Administrative Analyst Rochelle Caton; Director of Emergency Management and Workplace Safety Shannon Kirchberg; and City Clerk Taria Keane

CORRESPONDENCE

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

COMMENTS FROM THE PUBLIC

- None

DISCUSSION ITEMS

STEVEN J UNDERWOOD PROCLAMATION

Study Session Minutes
March 7, 2024

Direction/Action

Motion 1 made by Deputy Mayor Harry Steinmetz that in coordination with the annual proclamation of March 7, as 'a day to remember Steven J Underwood,' the Council establish a voluntary, annual donation to the Steven J Underwood Scholarship, through Des Moines Dollars for Scholars; to be funded with a minimum of \$25 per Councilmember per month, and automatically donated from their stipend; seconded by Councilmember Jeremy Nutting.
Motion passed 6-1.

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

Against: Councilmember JC Harris.

Motion 2 made by Deputy Mayor Harry Steinmetz to approve the Proclamation recognizing March 7, 2024 as a day to remember Master Police Officer Steven J. Underwood; seconded by Councilmember Jeremy Nutting.
Motion passed 7-0.

DRAFT COMMUNICATIONS ASSESSMENT – CONSOR STRATEGIC PLANNING AND COMMUNICATIONS

- Chris Hoffman and Nancy Thai from Consor gave Council a PowerPoint on their Draft Communications Assessment.

COMMENTS FROM THE PUBLIC

- Victoria Andrews, Communication Plan
- Carl Dombek, Communication Plan
- Bill Linscott, Communication Plan
- Steve Quinn, Communication Plan

RFP EXECUTIVE SEARCH RECRUITMENT FIRM UPDATE

- Assistant City Manager Adrienne Johnson-Newton gave Council a PowerPoint Presentation on the RFP Executive Search Recruitment Firm Update.

EXECUTIVE SESSION

NEXT MEETING DATE

March 14, 2024 City Council Regular Meeting

Study Session Minutes
March 7, 2024

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 8:14 p.m.

MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
21630 11th Avenue S, Des Moines, Washington
Thursday, March 14, 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; 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; Finance Director Jeff Friend; Community Development Director Denise Lathrop; Civil Engineer Allyssa Beaver; Harbormaster Scott Wilkins; Director of Community Events and Services Nicole Nordholm; Senior Center Manager Novy Ochoa; and City Clerk Taria Keane

CORRESPONDENCE NOT PREVIOUSLY RECEIVED BY COUNCIL

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

COMMENTS FROM THE PUBLIC

- Semso Imsic, Chickens and garden on his Property
- Chuck Coleman; Levy Lift
- Karen Schartmen, Biennial Budget

COMMITTEE CHAIR REPORT

- FINANCE COMMITTEE: Chair Matt Mahoney

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- 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.

CITY MANAGER REPORT/PRESENTATIONS/BRIEFINGS

HUMAN SERVICES - YMCA KINDERGARTEN READINESS PROGRAM

- YMCA Sr. Director Nicole Lowe gave Council a PowerPoint Presentation about their YMCA Seattle Kindergarten Readiness Program.

VETS, SENIOR & HUMAN SERVICES LEVY GRANT PROGRAM

- Senior Services Manager Novy Ochoa gave Council a PowerPoint Presentation about the Vet, Seniors & Human Services Levy Grant Program

CONSENT AGENDA

Item 1: APPROVAL OF VOUCHERS
Motion is to approve the payment vouchers through February 29, 2024 and payroll transfers through March 05, 2024 in the attached list and further described as follows:

EFT Vendor Payments	#9683-9758	\$ 648,678.39
Wires	#2499-2523	\$2,283,168.72
Accounts Payable Checks	#165638-165693	\$1,280,157.91
Payroll checks Voided	#19784-19784	\$ (121.27)
Payroll Checks	#19796-19796	\$ 121.27
Payroll Checks	#19797-19801	\$ 2,948.68
Payroll Advice	#8540-8709	\$ 479,832.09
Payroll Checks	#19802-19805	\$ 1,250.91
Payroll Advice	#8710-8882	\$ 506,538.57

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Total Checks and Wires for A/P & Payroll: \$5,202,575,.27

Item 2: APPROVAL OF MINUTES

Motion is to approve the February 01, 2024 City Council Study Session and the February 08, 2024 City Council Regular Meeting Minutes.

Item 3: VETS SENIORS AND HUMAN SERVICES LEVY (VSHSL) CONTRACT EXTENSION AMENDMENT

Motion is to accept the King County Veterans Seniors and Human Services Levy (VSHSL) contract extension in the amount of \$113,817 for the African Diaspora Senior Hub, and authorize the City Manager to sign the grant agreement substantially in the form as submitted.

Item 4: KING COUNTY PARKS, CAPITAL, AND OPEN SPACE GRANT AWARD – MIDWAY OPEN SPACE PROJECT

Motion is to accept the King County Parks, Capital and Open Space Grant Award through the King County Parks Levy for grant funding in the amount of \$456,000 for the Midway Park Open Space Project, and authorize the City Manager to sign the grant agreement substantially in the form as submitted.

Item 5: 2024 OVERLAY PROGRAM – PUBLIC WORKS CONSTRUCTION CONTRACT AWARD AND CONSULTANT SERVICES AGREEMENT FOR CONSTRUCTION ADMINISTRATION AND INSPECTION

Motion 1 is to approve the Public Works Contract with Icon Materials (Contractor) for the 2024 Overlay Program in the amount of \$1,211,177.15, authorize a project construction contingency in the amount of \$120,000, and further authorize the Acting 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 Parametrix, Inc. to provide Construction Administration and Inspection Services for the 2024 Overlay Program in the amount of \$150,000, and further authorize the Acting City Manager to sign said Task Assignment substantially in the form as submitted.

Direction/Action

Motion made by Councilmember Jeremy Nutting to approve the Consent Agenda; seconded by Deputy Mayor Harry Steinmetz.

Councilmember JC Harris pulled Consent Agenda Item #5.

The remainder of the Consent Agenda passed 7-0.

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March 14, 2024

Council discussed Consent Agenda Item #5

Motion 1 made by Councilmember JC Harris to approve Consent Agenda Item #5 as read; seconded by Councilmember Jeremy Nutting. Motion 1 passed 7-0.

Motion 2 made by Councilmember JC Harris to approve Consent Agenda Item #5 as read; seconded by Councilmember Jeremy Nutting. Motion 2 passed 7-0.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

PUBLIC HEARING TO CONSIDER DRAFT ORDINANCE 24-018
RELATED TO THE SADDLEBROOK SITE SPECIFIC ZONING MAP
AMENDMENT

Staff Presentation by Community Development Director and SEPA
Official Denise Lathrop

Mayor Traci Buxton opened the Public Hearing at 6:43 p.m.

Community Development Director and SEPA Official Denise Lathrop
gave Council a PowerPoint Presentation on the Saddlebrook
Apartments Site-Specific Zoning Map Amendment.

As this Public Hearing is a Quasi-Judicial Mayor Traci Buxton asked all
Councilmembers to give consideration as to whether they have:

1. Demonstrated bias or prejudice for or against any party to the proceedings;
2. A direct or indirect monetary interest in the outcome of the proceedings;
3. a prejudgment of the issue prior to hearing the facts on the record; or
4. Ex parte contact with any individual, excluding Administrative Staff, with regard to an issue prior to the hearing

No Councilmembers answered in the affirmative.

Mayor Traci Buxton called for those that wished to speak:

- Evan Heaney, Proponent

Mayor Traci Buxton asked 3 times if anyone else wished to speak.

Mayor Traci Buxton asked the Administration as to whether there have

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March 14, 2024

been any misstatements of fact or whether the administration wishes to introduce any material as to subjects raised by the proponent or opponents or alter in any regard its initial recommendations.

Mayor Traci Buxton asked 3 times if anyone else wished to speak.

Mayor Traci Buxton asked Council if they had any questions.

Mayor Traci Buxton closed the Public Hearing at 6:57 p.m.

Direction/Action

Motion made Councilmember Jeremy Nutting to enact Draft Ordinance No. 24-018 amending DMMC 18.10.050 (Adoption of official zoning map), to reclassify tax parcel 2822049007 from RS-7200 Single Family Resident Zone to RM-1,800 Residential: Multifamily Zone for the Saddlebrook Apartments property; seconded by Councilmember Matt Mahoney.

Motion passed 7-0.

NEW BUSINESS

Item 1: CITY MANAGER RECRUITMENT RFP AWARD
Staff Presentation by Assistant City Manager Adrienne Johnson-Newton

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

Direction/Action

Motion made by Councilmember Jeremy Nutting to approve the selection of SGR as the executive search recruitment firm to conduct the recruitment for the City Manager vacancy and authorize the Interim City Manager to enter into an agreement for their services; seconded by Councilmember Matt Mahoney.

Motion passed 5-1-1.

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

Against: Councilmember Gene Achziger

Abstained: Councilmember JC Harris

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Item 2: BIENNIAL BUDGETING
Staff Presentation by Finance Director Jeff Friend

Finance Director Jeff Friend gave Council a PowerPoint Presentation on Biennial Budgeting.

Direction/Action

Motion made by Councilmember Gene Achziger to pass the Draft Ordinance No. 24-016 to a second reading on March 28, 2024 for further City Council consideration; seconded by Deputy Mayor Harry Steinmetz.

Motion passed 7-0.

Item 3: LEVY LID LIFT INTRODUCTION
Staff Presentation by Finance Director Jeff Friend

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

Item 4: NEW AGENDA ITEMS FOR CONSIDERATION – 10 Minutes

- There were no new items for future consideration.

COUNCILMEMBER REPORTS

(4 minutes per Councilmember) - 30 minutes

COUNCILMEMBER JC HARRIS

- House Bill 5955

COUNCILMEMBER MATT MAHONEY

- Waterland Parade
- Grand Opening of the Veterans Center at Highline College

COUNCILMEMBER YOSHIKO GRACE MATSUI

- No Report

COUNCILMEMBER JEREMY NUTTING

- No Report

COUNCILMEMBER GENE ACHZIGER

- Senior Services Advisory Committee Meeting
- EGGstravaganza

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- Kids Take Over Day
- Communication Study

DEPUTY MAYOR HARRY STEINMETZ

- Sound Cities Association Public Issues Committee Meeting
- Met with the South Sound Fire Department
- Sound Cities Association Networking Dinner

PRESIDING OFFICER'S REPORT

- Visited Businesses in town
- Land Stewardship Event
- South County Mayors Meeting
- King County Sexual Assault Resource Center Be Loud Breakfast
- Chat with the Mayor
- Multi-Cultural Night at Pacific Middle School
- Judson Park Pancake Breakfast
- St. Patrick's Day

EXECUTIVE SESSION

NEXT MEETING DATE

March 28, 2024 City Council Regular Meeting

ADJOURNMENT

Direction/Action

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

The meeting adjourned at 8:52 p.m.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Mental Health Awareness Month
Proclamation

FOR AGENDA OF: April 25, 2024

DEPT. OF ORIGIN: Administration

ATTACHMENTS:
1. Proclamation

DATE SUBMITTED: April 11, 2024

CLEARANCES:

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

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

Purpose and Recommendation

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

Suggested Motion

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

Background

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



City of Des Moines

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



Proclamation

WHEREAS, mental health is part of overall health and

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

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

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

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

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

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

THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS the month of May, 2024 as

MENTAL HEALTH AWARENESS MONTH

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

SIGNED this 25th day of April, 2024

Traci Buxton, Mayor

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: 2024 Des Moines Farmers Market Agreement

FOR AGENDA OF: April 25, 2024

DEPT. OF ORIGIN: Events and Facilities

ATTACHMENTS:

DATE SUBMITTED: April 18, 2024

1. Agreement for the 2024 Farmers Market Season
2. Request for fee waiver

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the 2024 Agreement between the City of Des Moines and Des Moines Farmers Market for the 2024 Waterfront Farmers Market Season.

Suggested Motion

Motion 1: "I move 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."

Background

The Des Moines Farmers Market has operated a seasonal Farmers Market in the Marina since 2006. The Market is open every Saturday from June through the last Saturday in September and offers fresh and tasty seasonal crops direct from the growers, an appetizing array of food vendors, a veritable collection of local crafts people, and live musical offerings. A variety of special events also add to the diversity of the Farmers Market. On any given Saturday, people from within Des Moines or visitors from out of town, gather together to buy a variety of fruits and vegetables not found in grocery stores, visit with friends and neighbors in a lively environment, enjoy lunch or dinner on the lush lawn overlooking the Marina, and experience concerts from local blues, rock, and country music bands. Situated right next to the fishing pier, beach, and walking trails, the Market is a special experience for children, couples, and friends.

Discussion

The Market was formed in 2006 as a non-profit entity requiring all of its farmers to meet a basic set of environmental stewardship principles that ensure that their practice protects the environment and sustains long-term viability of farmland. The Market continues to provide Des Moines and surrounding communities with a variety of vegetables, fruit, honey, cheeses, crafts, flowers, meats, and fish, ready-to-eat foods, education, information, and entertainment. The Market also provides a gathering place and is a positive asset for the City of Des Moines. The Market receives its operating costs from sponsors, donation, grants, and vendor application and stall fees. The attendance and sales have grown consistently since the beginning.

For a typical Saturday, the Farmers Market sets up in the Center Lot of the Marina. The Market uses the two compass rose areas and the promenade between them for an outdoor cafe and entertainment. Market patrons will park in the North and South Lot. Although the City's new Marina pay parking equipment will be installed and operational by the time the Market opens for the season, through this Agreement the City will provide 2 hour free parking vouchers to market patrons on Saturdays.

Financial Impact

The draft agreement includes a waiver of all rental fees for the entire season. The Market pays for its own garbage and recycling. The Marina provides restroom supplies and clean-up, sink, hot water, and parking for the food vendors, and electricity. Public Works provides candlestick cones. Events and Facilities provides waiver of rental fees and damage deposit, shuttle program and operational staff upon availability, and blue barriers. Additionally, 2 hour parking vouchers will be provided to Market patrons. This waiver provides the Farmers Market a total reduction of approximately \$50,000 in rental fees and services from the City of Des Moines.

The City receives an unquantifiable public benefit from hosting the Farmers Market on City property, including increased patrons to Des Moines businesses, and an increased sense of community among attendees and vendors.

Recommendation

Approve the Agreement for the 2024 Market.

AGREEMENT
between
THE CITY OF DES MOINES
and
DES MOINES FARMERS MARKET
for the
2024 DES MOINES FARMERS MARKET

THIS AGREEMENT is entered into by and between the CITY OF DES MOINES, WASHINGTON (hereinafter “City”), a municipal corporation of the State of Washington, and **DES MOINES FARMERS MARKET** (hereinafter “DES MOINES FARMERS MARKET”), a Washington non-profit corporation, regarding the 2024 Des Moines Farmers Market.

WHEREAS, the City Council finds that the Des Moines Farmers Market enhances the quality of life for residents of the City of Des Moines and wishes to permit it to operate at the Des Moines Marina property on Saturdays from June through October, and other market days throughout the year as may be approved by the City Manager, and

WHEREAS, Des Moines Farmers Market, a 501(c)(4) non-profit organization, was created to operate the Des Moines Farmers Market, and

WHEREAS, the City receives an unquantifiable public benefit from hosting the Farmers Market on City property, including increased patrons in the City’s pay parking lot, increased patrons to Des Moines businesses, and an increased sense of community among attendees and vendors, and

WHEREAS, the City Council wishes to have Des Moines Farmers Market manage the Des Moines Farmers Market pursuant to certain terms and conditions; now therefore,

IN CONSIDERATION of the mutual benefits and conditions listed below, the parties agree as follows:

(1) Des Moines Farmers Market agrees as follows:

(a) Des Moines Farmers Market shall conduct the 2024 Des Moines Farmers Market in compliance with the conditions outlined in this agreement and the attached Facility Rental Policies and Procedures (Exhibit 1), and will comply with all federal, state, and local statutes, ordinances, and regulations.

(b) The prime leadership of all Des Moines Farmers Market activities shall be non-City personnel and it is clearly understood that assistance by City personnel is advisory to Des Moines Farmers Market.

(c) Des Moines Farmers Market shall defend, indemnify, and hold the City of Des Moines, 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 conduct of the event or its associated activities, except for injuries and damages caused by the sole negligence or intentional conduct of the City, its officers, agents, and employees. In the event that any suit based upon such claim, injury, damage, or loss is brought against the City, Des Moines Farmers Market shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and Des Moines Farmers Market and their respective officers, agents, and employees, or any of them, Des Moines Farmers Market shall satisfy the same.

(d) Des Moines Farmers Market will provide for expenses such as the Market Manager, portable sanitary facilities, advertising and/or promotional banners associated with the event. Des Moines Farmers Market shall provide adequate paid and/or volunteer staff, trained in courteous, efficient service to patrons of the Farmers Market. Des Moines Farmers Market shall ensure that persons handling and vending food and beverage products shall comply with all necessary health regulations.

(e) The rental fee for use of Des Moines Marina Lot and facilities for the 2024 season of the Des Moines Farmers Market will be waived. This waiver also includes the use of all necessary power and water.

(f) Des Moines Farmers Market will provide and pay for its own garbage utility service.

(g) Des Moines Farmers Market will be allowed to have associated retail sales of food or merchandise as identified in the Des Moines Farmers Market 2024 Application Requirements and Seattle King County Health Department requirements. Des Moines Farmers Market shall not use the Des Moines Farmers Market premises for any purpose other than herein specifically designated without prior written consent of the City.

(h) Des Moines Farmers Market will obtain a City of Des Moines Business License prior to conducting business at the Farmers Market. The Farmers Market business license will allow all individual Market vendors to conduct business during approved Market hours at the approved Market location. A separate Des Moines business license will be required for any vendor who conducts business in Des Moines outside of approved Farmers Market events.

(i) Des Moines Farmers Market shall provide general liability insurance in the minimum amount of two million dollars (\$2,000,000) aggregate to cover the Des Moines Farmers Market. The City of Des Moines shall be named as additional insured. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII. The City shall be furnished with original certificates evidencing the insurance requirements thirty (30) days prior to the event. Des Moines Farmers Market shall also work with their insurance provider to confirm that any

motorized vehicle used by the Market, including the two City owned shuttle carts, are fully insured in an amount similar to the general liability insurance required above. The Market will provide proof of insurance to the City prior to use of the City owned carts.

(j) Des Moines Farmers Market will be permitted to erect such special signage as is appropriate and in compliance with the Des Moines Municipal Code in the thirty (30) days prior to and during the event. All such signage shall be removed within ten (10) days after the event.

(k) Des Moines Farmers Market will be allowed to solicit booth fees, a percentage of sales and/or charge an admission fee to vendors of the Des Moines Farmers Market to recover the cost of the community event. Des Moines Farmers Market shall bear responsibility for all collection, accounting, and reporting of any funds collected. The City grants this privilege based upon the promoter's agreement that any funds collected in amounts greater than the cost of the event, including, but not limited to costs associated with overhead, staff, promotion and security, will be reinvested, as Des Moines Farmers Market deems fit, in the Des Moines Farmers Market for the benefit of the Des Moines community. Des Moines Farmers Market shall maintain an accounting system meeting the City's approval and agrees to permit the City and its agents and representatives at reasonable intervals at any and all times during usual business hours, to inspect all books, records and accounts of the Des Moines Farmers Market showing gross sales and inventories.

(l) Des Moines Farmers Market agrees to take whatever reasonable measures are necessary to prevent damage to the Marina facility and to be responsible for any damage that may occur as a result of Des Moines Farmers Market's or its vendors' action taken in the conduct of the Des Moines Farmers Market.

(m) A Des Moines Police Department command officer and/or the Fire Marshall of South King Fire District will have the authority to close the Des Moines Farmers Market down at any time should it be necessary, following assessment of any security issue.

(n) Farmer's Market shall pay the City in full any amounts billed within 30 days of receipt.

(o) In recognition of the waiver of the facility rental fees that the City of Des Moines is providing to the Des Moines Farmers Market, the Des Moines Farmers Market will recognize the City of Des Moines as a sponsor in the amount of the reduced rental rate of approximately \$50,000

(2) **The CITY agrees as follows:**

(a) Upon execution of this Agreement, the City Manager is authorized to grant permission to Des Moines Farmers Market to use and occupy, for the purpose of the Des Moines Farmers Market in 2024, City facilities and property at the Des Moines Marina.

(b) The City Manager is authorized, at his discretion, to grant permission to utilize City promotional tools such as the *City Currents*, City Web Page and Channel 21 to inform and educate the public about the event. Any City marketing costs will be paid to the City of Des Moines by Des Moines Farmers Market.

(c) The City Manager is authorized to provide City assistance to the Des Moines Farmers Market, which may include all necessary power and water utilities; services by the Police, Public Works, Parks, and Marina departments for the purpose of logistics coordination, Marina area traffic control, parking lot management and pedestrian safety. The City will inform the Farmers Market of any City operational costs of the City and those costs will be paid to the City of Des Moines by Des Moines Farmers Market.

(d) The City retains the right from time to time during the term hereof to change the location or use of areas designated for the Des Moines Farmers Market. If such relocations or adjustments are required, the parties shall cooperate so that such changes shall not unnecessarily interrupt the quality and quantity of services rendered by the Farmers Market.

(e) The City will provide the Market with a mutually agreeable storage area for Market supplies at the reduced rate of \$90 per month plus leasehold tax.

(3) **Parking.** For Saturday Markets, the City will provide to the Market parking coupons entitling the Market customer to two hours of free parking the days the Market is held. The City will provide these coupons as needed to the Market and the Market will limit coupon availability to paying customers.

(4) **Independent Accounting.** A true accounting of all receipts and disbursements shall be maintained by Des Moines Farmers Market and shall be made available for review and audit by the City at the discretion and expense of the City. Records of gross sales and receipts are to be kept for each revenue source and Des Moines Farmers Market is responsible for submittal of all taxes due in the ordinary course of operating the Des Moines Farmers Market.

(5) **Duration of Agreement.** The term of this Agreement shall be for one (1) year upon final execution of this Agreement.

(6) **Termination.** Either party may terminate this Agreement with or without cause with ninety (90) days prior written notice.

The terminating party shall be liable for its share of financial obligations entered into on its behalf prior to termination, including but not limited to, printing costs and media buys.

(7) **Discrimination Prohibited.** Des Moines Farmers Market shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in the Des Moines Farmers Market on the basis of race, color, religion, creed, sex, national origin, marital status, sexual orientation, or presence of any sensory, mental, or physical handicap.

(8) **Assignment.** This Agreement may not be assigned by Des Moines Farmers Market except with written approval of the City to another non-profit organization with similar goals and purposes. Des Moines Farmers Market will provide prior written notice to the City of any assignment of this Agreement to another non-profit organization. Upon assignment, the assignee will be bound by the terms and conditions of this Agreement as Des Moines Farmers Market was.

(9) **Entire Agreement.** This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement.

(10) **Governing Law.** The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington.

(11) **Mediation/Arbitration.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. 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.

(12) **Amendments/Authorization for Additional Services.** This Agreement may be modified or amended and additional conditions may be authorized during the term of this Agreement upon the mutual written consent of the parties.

(13) **Severability.** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

(14) **Waiver.** The waiver by either party of any breach of any term, condition, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Agreement.

(15) **Captions.** The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

(16) **Time of Essence.** Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

(17) **Concurrent Originals.** This Agreement may be signed in counterpart originals.

(18) **Ratification and Confirmation.** Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

CITY OF DES MOINES

**DES MOINES FARMERS
MARKET**

Tim George
City Manager

By Travis Denevers
Its President

Date _____

Date _____

Approved as to Form:

City Attorney

Sara Lee

From: T <travis.denevers@gmail.com>
Sent: Wednesday, March 13, 2024 4:40 PM
To: Tim George; Bonnie Wilkins
Subject: Request for fee to be waved

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Tim,

The Des Moines Waterfront Farmers Market will be in operations at the Marina for its 2024 season from June 1, 2024, to September 28, 2024, with a special holiday market happening on November 2, 2024, at the Des Moines Beach Park building. We are looking forward to a great season of bringing fresh produce, educational programs, and artisan food & crafts to the community throughout the summer.

We would like to formally request a waiver of the rental fee for the marina space. In addition, we would like to ask for parking vouchers to pay for up to two hours of parking for guest who make a purchase at the market.

As always, thank you, and the City of Des Moines for your support in making the Des Moines Waterfront Farmers Market a success.

Warmly,
Travis De Nevers
Des Moines Waterfront Farmers Market
Board President

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Des Moines Memorial Drive Pipe
Project – Interlocal Agreement with
Highline Water District

FOR AGENDA OF: April 25, 2024

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

DATE SUBMITTED: April 17, 2024

- 1. Interlocal Agreement – City of Des Moines and Highline Water District

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Emergency Management _____
- Finance *MM*
- 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 agenda item is to seek City Council approval for an Interlocal Agreement (ILA) with Highline Water District to compensate the City for the increased cost to design and construct the City’s proposed stormwater improvements for the Des Moines Memorial Drive Pipe Project between South 208th Street and South 212th Street in lieu of the District relocating their facilities. The following motion will appear on the consent calendar:

Suggested Motion

Motion: “I move 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.”

Background

The Des Moines Memorial Drive Pipe Project, between South 208th Street and South 212th Street, is a high-priority project identified in the 2015 Surface Water Management Comprehensive Plan. The ditch and culvert system along the west side of Des Moines Memorial Drive is insufficient to convey a 25-year storm that can result in pooling water within the southbound travel lane. The City’s engineering consultant, Pertee began the design for the pipe project under a Task Assignment that was approved by the City Council at its May 12, 2022 meeting.

During the design phase of the project, staff met with franchise utility providers to inform them of the City’s plans, requested identification of utility conflicts with the proposed improvements, and requested their input and participation in the project where conflicts exist to avoid delays during the project construction phase. Highline Water District owns and operates water utilities under a franchise agreement within the project limits.

Discussion

Coordination with Highline Water District led to the discovery that approximately 1,500 feet of existing water main pipe was in conflict with the proposed stormwater alignment. Due to the conflict, the City’s design team considered various alternative alignments and ultimately chose an alignment to avoid the existing Highline facilities at their request. Highline Water District’s request for an alternative alignment was due to the costs and timing involved to move their facilities in order to accommodate the City’s proposed stormwater pipe.

Therefore, Highline Water District has agreed to an Interlocal Agreement (Attachment 1) to compensate the City for the increased cost to design and construct its proposed stormwater improvements in an alternative location. The City provided to Highline Water District an engineering estimate of probable design and construction costs and that information was used to determine the District’s lump sum payment. Within the Interlocal Agreement, payment by Highline Water District to the City of Des Moines includes the following:

<u>Highline Water District Portion</u>	
Construction	\$311,370
Construction Contingency	\$62,274
Construction Management	\$34,251
Internal Engineering	\$6,227
Interfund Financial Services	\$3,114
Additional Design/Planning Costs	\$13,000
<u>TOTAL</u>	<u>\$430,236</u>

Alternatives

The City Council could elect not to enter into an Interlocal Agreement with Highline Water District. Highline Water District would then need to relocate their facilities to avoid the City’s stormwater improvements further delaying the City’s project. In addition to significant delay it would increase project costs and risk further utility conflicts.

Financial Impact

With an executed Interlocal Agreement, associated expenditures and revenue (\$430,236) will be accounted for in the project’s CIP budget.

Recommendation

Staff recommends the adoption of the motion.

Council Committee Review

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

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made by and between Highline Water District, a municipal corporation ("District"), and the City of Des Moines, a municipal corporation ("Des Moines" or "City"), (individually a "Party" and collectively the "Parties") for the purposes set forth herein.

Section 1: Recitals

1.01 The City is undertaking stormwater improvements along Des Moines Memorial Drive from S 208th St to S 212th St. herein known as the DMMD 208th to 212th Stormwater Improvements (the "Project").

1.02 The Project will be performed within the City right-of-way and the District is subject to the relocation provisions as described in Des Moines Ordinance 1651, more commonly known as Franchise Agreement ("Franchise Agreement") between the Parties.

1.03 The City identified utility conflicts between the Project and the District's existing water infrastructure and subsequently notified the District to relocate its infrastructure to accommodate the Project.

1.04 The Franchise Agreement includes a provision for the District to propose alternative designs to avoid the need to relocate the existing water infrastructure and requires the City to give the proposed alternatives full and fair consideration.

1.05 The District offered to compensate the City for the increased cost to design and construct its proposed stormwater improvements in an alternative location to avoid the need to relocate the District's existing water infrastructure.

1.06 The City and its consultants evaluated the proposal and prepared an estimate for the increase in the cost of the Project to accommodate the District's water infrastructure and the District agrees the estimate to be fair and reasonable.

1.07 The purpose of this Agreement is to provide for the terms and conditions of the Parties' agreement to not require the District to relocate its existing infrastructure in consideration of the District's payment of an agreed amount to the City as part of the Project.

1.08 The Parties are authorized by the Interlocal Cooperation Act, Chapter 39.34 RCW, to undertake joint and cooperative action.

Now, therefore, in consideration of the terms and conditions contained in this Agreement, the Parties agree as follows:

Section 2: Payment in lieu of Water Relocation

2.01 The City prepared a proposal and estimate of the increase in Project cost incurred by the City to accommodate the existing water infrastructure including, but not limited to redesign, engineering, construction, construction management, City staff expenses and other miscellaneous incidentals and contingency, which was Four Hundred Thirty Thousand, and Two Hundred Thirty Six Dollars (\$430,236) (“Payment in lieu of Water Relocation”) as identified in **Attachment 1**. The Parties agree that the Payment in lieu of Water Relocation is fair and reasonable consideration for the agreements made under this Agreement.

2.02 The District will submit the Payment in lieu of Water Relocation to the City within thirty (30) calendar days of Effective Date of the Agreement.

2.03 In consideration of the District’s promise to pay the Payment in lieu of Water Relocation to the City, the City agrees to accept the payment in full satisfaction of the District’s obligation to relocate the water main and appurtenances within the Project limits, excluding the specific conflicts identified in **Attachment 2**. Following the City’s receipt of the Payment, the City agrees to be responsible for and to perform any further improvements to the City right-of-way which the City would have required the District to perform as part of the Project, if the City determines to perform such improvements in its discretion.

2.04 The City agrees to accommodate the existing District infrastructure within the Project limits to avoid the need for the District to relocate its facilities for a period of (20) years after completion of the City Project. In the event where a conflict exists between a future City project and the District infrastructure within the twenty (20) year period where no feasible alternative exists but to relocate the District infrastructure, then the City shall pay fifty percent (50%) of the cost of such relocation and the District shall pay the remaining fifty (50%) based on a mutual agreeable alternative meeting the requirements of both the City and District. The City agrees not to use any authority it may possess to require the District to relocate its infrastructure within the Project limits to accommodate a third-party franchise utility.

2.05 If the City decides to unreasonably postpone or delay the Project, to combine the Project into a subsequent project, or to cancel the Project entirely, the District is entitled to reimbursement by the City for any payments made minus any identifiable and documented expenses incurred by the City.

2.06 The City shall require the Project contractor(s) to perform their operations in a manner to protect the District’s existing water infrastructure in place. The City shall require the Project contractor(s) to indemnify, defend and hold harmless the District, its officials,

employees, agents, and volunteers from and against any and all damages, costs or expenses that may arise relating to damages caused to the District's water facilities or personal injury by reason of the contractor(s) working in the City right-of-way. In addition, the City shall require the Project contractor(s) to name the District as an additional insured on the contractor(s) insurance required by the City in connection with the Project.

Section 3: Interlocal Provisions

3.01 This Agreement shall terminate by its terms, or sooner by written agreement of the Parties.

3.02 No separate legal or administrative entity is created by this Agreement.

3.03 Any joint or cooperative undertaking resulting from this Agreement does not require the joint financing, budgeting, acquisition, holding or disposal of any real or personal property.

3.04 To the extent necessary, this Agreement shall be administered jointly by the City's Public Work's Director and the District's General Manager.

3.05 Consistent with RCW 39.34.040, this Agreement shall be filed for recording with the King County Department of Records upon full execution or posted on the City's and the District's respective websites listed by subject matter.

Section 4: General

4.01 This Agreement is made under and shall be governed by and construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in state and federal courts in King County, Washington. If either Party breaches or threatens to breach this Agreement, the other Party shall be entitled to seek all legal, injunctive or other equitable relief.

4.02 All notices and/or correspondence hereunder, shall be mailed, e-mailed or hand-delivered and addressed as follows:

If to the DISTRICT: Highline Water District
23828 30th Avenue South
Kent, WA 98032-3867
Attn: Jeremy DelMar
Email: jdelmar@highlinewater.org

If to the CITY: City of Des Moines
21650 11th Ave S
Des Moines, Washington 98198
Attn: Cong Nguyen
Email: Cnguyen@desmoineswa.gov

4.03 If any part or provision of this Agreement is held invalid or unenforceable as written, it shall not affect any other part. If any part of this Agreement is held to be unenforceable as written, it shall be enforced to the maximum extent allowed under applicable law.

4.04 The waiver of any breach of this Agreement or failure to enforce any provision of this Agreement shall not waive any later breach.

4.05 The term "Party" as used in this Agreement shall include, but not be limited to, the Party's employees, staff, agents, contractors, sub-contractors and any other persons, parties or entities acting on behalf of or providing services to the Party for the purposes set forth herein.

4.06 This Agreement shall be effective on the date by which both Parties have executed this Agreement ("Effective Date").

4.07 The Parties represent and warrant that each Party has the full power and authority to enter into this Agreement and to carry out the actions required of them by this Agreement, and all persons signing this Agreement in a representative capacity represent and warrant they have the full power and authority to bind their respective municipal entities.

4.08 It is the Parties' intent to resolve any disputes relating to the interpretation or application of this Agreement informally through discussions by the City Manager of the City and the General Manager of the District. If unsuccessful, then the Parties agree to submit the dispute to mediation administered by a professional mediator before resorting to a lawsuit. All fees and expenses for mediation shall be borne by the Parties equally. However, each Party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation at the mediation.

4.09 The Parties agree to perform all duties and obligations in this Agreement with due diligence and in good faith. Time is of the essence to perform all duties and obligations in this Agreement.

4.10 The Recitals set forth above in Section 1 are incorporated by reference herein and made part of this Agreement.

4.11 This Agreement is made for the sole benefit of the Parties and is not intended to benefit any other person or entity.

SIGNATURES NEXT PAGE

IN WITNESS WHEREOF, the Parties have executed this Agreement as set forth below.

CITY OF DES MOINES

HIGHLINE WATER DISTRICT

By: _____
Its: _____
Dated: _____

By: _____
Its: _____
Dated: _____

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

By: _____
Eric C. Frimodt, District Attorney

APPROVED AS TO FORM:
OFFICE OF CITY ATTORNEY:

By: _____
City Attorney

ATTACHMENT 1: Obligations of Highline Water District

Date February 21, 2024	
Project Name Des Moines Memorial Drive - Storm Improvements	
Location Des Moines, WA	
Owner City of Des Moines	
Estimated By:	Perteet
Approved By:	City of Des Moines

ITEM NO.	SPEC SECTION	DESCRIPTION	QTY	UNIT	UNIT PRICE	District Share	City Portion	District Portion	TOTAL COST
1	1-05	Roadway Surveying	1	LS	\$15,000	33.333%	\$10,000	\$5,000	\$15,000
2	1-09	Mobilization	1	LS	\$74,000	32.432%	\$50,000	\$24,000	\$74,000
3	1-10SP	Project Temporary Traffic Control	1	LS	\$111,000	32.432%	\$75,000	\$36,000	\$111,000
4	2-01	Clearing and Grubbing	1	LS	\$2,000	0.000%	\$2,000	\$0	\$2,000
5	2-02 SP	Removing Existing Drainage Pipe	90	LF	\$30	100.000%	\$0	\$2,700	\$2,700
6	2-02 SP	Removing Abandoned Water Pipe	1,690	LF	\$50	100.000%	\$0	\$84,500	\$84,500
7	2-03	Roadway Excavation Incl. Haul	460	CY	\$25	28.261%	\$8,250	\$3,250	\$11,500
8	2-03	Gravel Burrow Incl. Haul	1,100	TON	\$50	36.364%	\$35,000	\$20,000	\$55,000
9	2-09	Structure Excavation Cl. B Incl. Haul	1,360	CY	\$40	19.118%	\$44,000	\$10,400	\$54,400
10	2-09	Shoring or Extra Excavation Cl. B	11,000	SF	\$1	28.182%	\$7,900	\$3,100	\$11,000
11	4-04	Crushed Surfacing Base Course	280	TON	\$50	22.857%	\$10,800	\$3,200	\$14,000
12	4-04	Crushed Surfacing Top Course	140	TON	\$60	14.286%	\$7,200	\$1,200	\$8,400
13	5-04SP	Planing Bituminous Pavement	2,480	SY	\$9	100.000%	\$0	\$22,320	\$22,320
14	5-04SP	HMA CL. 1/2" PG 58H-22	780	TON	\$190	37.584%	\$92,500	\$55,700	\$148,200
15	7-04	Schedule A Storm Sewer Pipe 12 In. Diam	130	LF	\$90	38.462%	\$7,200	\$4,500	\$11,700
16	7-04	Schedule A Storm Sewer Pipe 18 In. Diam	1,300	LF	\$100	0.769%	\$129,000	\$1,000	\$130,000
17	7-05	Adjust Catch Basin	2	EA	\$1,000	50.000%	\$1,000	\$1,000	\$2,000
18	7-05	Catch Basin Type 1	5	EA	\$3,000	80.000%	\$3,000	\$12,000	\$15,000
19	7-05	Catch Basin Type 1L	4	EA	\$3,500	-25.000%	\$17,500	-\$3,500	\$14,000
20	7-05	Catch Basin Type 2 48 In. Diam.	12	EA	\$5,000	25.000%	\$45,000	\$15,000	\$60,000
21	7-05SP	Connection to Drainage Structure	6	EA	\$1,000	0.000%	\$6,000	\$0	\$6,000
22	7-05SP	Removing Drainage Structure	4	EA	\$500	0.000%	\$2,000	\$0	\$2,000
23	8-01	Erosion/Water Pollution Control	1	EST	\$15,000	33.333%	\$10,000	\$5,000	\$15,000
24	8-01	Inlet Protection	17	EA	\$100	0.000%	\$1,700	\$0	\$1,700
25	8-01SP	Landscaping	41,000	LS	\$1	0.000%	\$41,000	\$0	\$41,000
26	8-04SP	Cement Conc. Curb and Gutter	1,530	LF	\$25	0.000%	\$38,250	\$0	\$38,250
27	8-21SP	Channelization and Permanent Signing (2%)	1	LS	\$15,000	33.333%	\$10,000	\$5,000	\$15,000

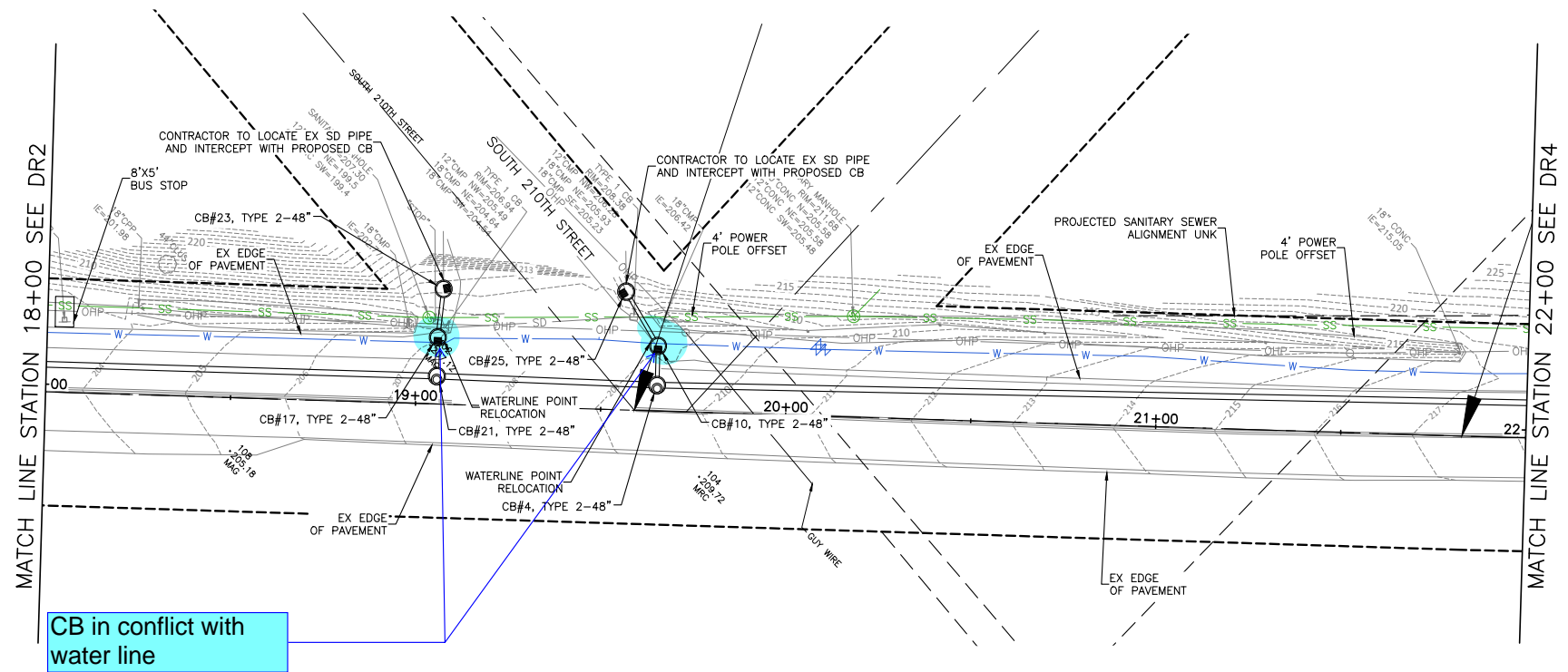
Subtotal - Schedule A	\$654,300	\$311,370	\$965,670
Contingency (20%)	\$130,860	\$62,274	\$193,134
Total Estimated Construction Cost*	\$785,160	\$373,644	\$1,158,804

	QTY	UNIT	UNIT PRICE	District Share	City Portion	District Portion	Total Cost
Construction Management (11%)	1	LS	106,224	32.244%	\$71,973	\$34,251	\$106,224
Internal Engineering (2%)	1	LS	19,313	32.244%	\$13,086	\$6,227	\$19,313
Interfund Financial Services (1%)	1	LS	9,657	32.244%	\$6,543	\$3,114	\$9,657
Additional Design/Planning Costs	1	LS	13,000	100.000%	\$0	\$13,000	\$13,000

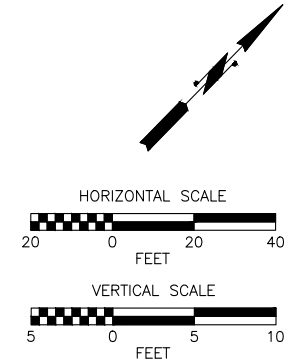
Subtotal - Schedule B	\$56,592
Total Highline District Obligation	\$430,236

* Estimated construction costs based on Planning Level (30%) Design.

ATTACHMENT 2



CB in conflict with water line

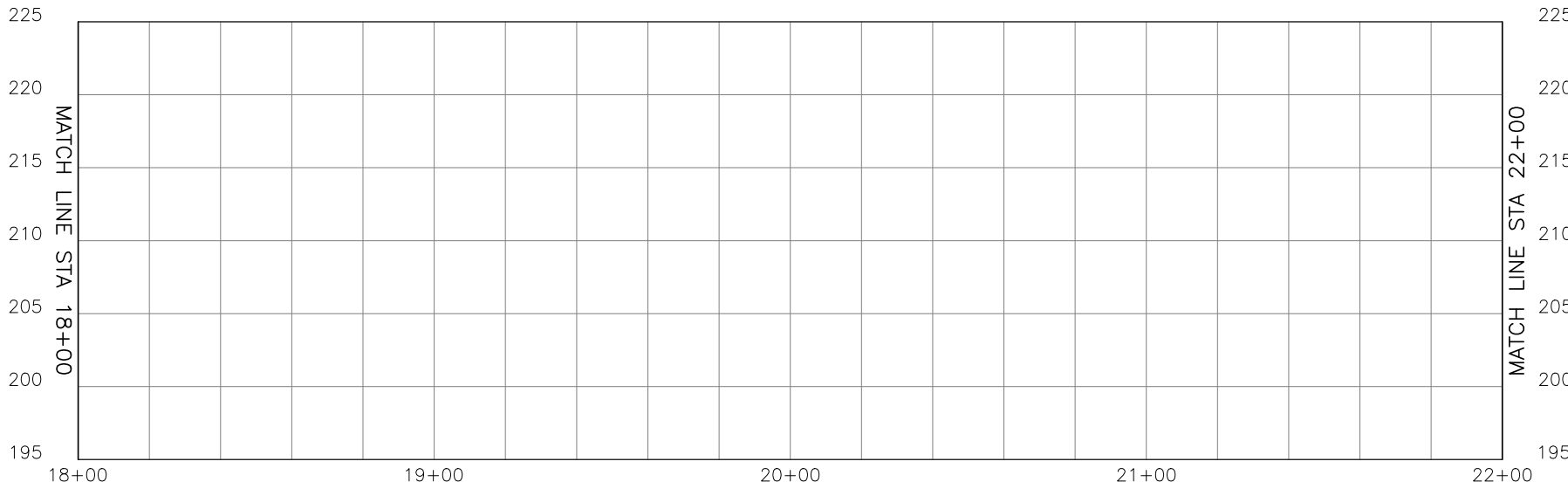


- CONSTRUCTION NOTES:**
- INSTALL CATCH BASIN TYPE-1L PER WSDOT STANDARD PLAN B-5.20-03.
 - INSTALL CATCH BASIN TYPE-2 48" PER WSDOT STANDARD PLAN B-10.20-02.

NOTE TO REVIEWER:

-PROPOSED CURB AND GUTTER IS LOCATED APPROXIMATELY 17' FROM THE EXISTING ROAD CENTERLINE, MATCHING THE FUTURE BUILD OUT LOCATION. APPROXIMATE STORMWATER IMPACTS ARE:
 -4758 SF NEW IMPERVIOUS
 -3960 SF NEW PGIS

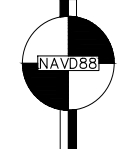
-PROJECT MEETS THE 0.1 CFS FLOW RATE EXEMPTION FOR FLOW CONTROL WHEN MODELED WITH 1-HOUR TIME STEPS



- LEGEND:**
- PROPOSED CB TYPE 1/1L
 - PROPOSED CB TYPE 2
 - PROPOSED STORM PIPE
 - W— EXISTING WATER
 - SS— EXISTING SEWER

GENERAL NOTES:

1. x



Jun 11, 2024 - 8:47am mickey.callas C:\Users\mickey.callas\AppData\Local\Temp\AcP\Pub\lsh_30284\20210230.0002-DR3-Alt1.dwg Layout Name: DR3

No.	Date	Revision	By	Appr.

PERTEET
 801 2ND AVENUE, SUITE 302
 SEATTLE, WA 98104
 206.436.0515 | 800.615.9000

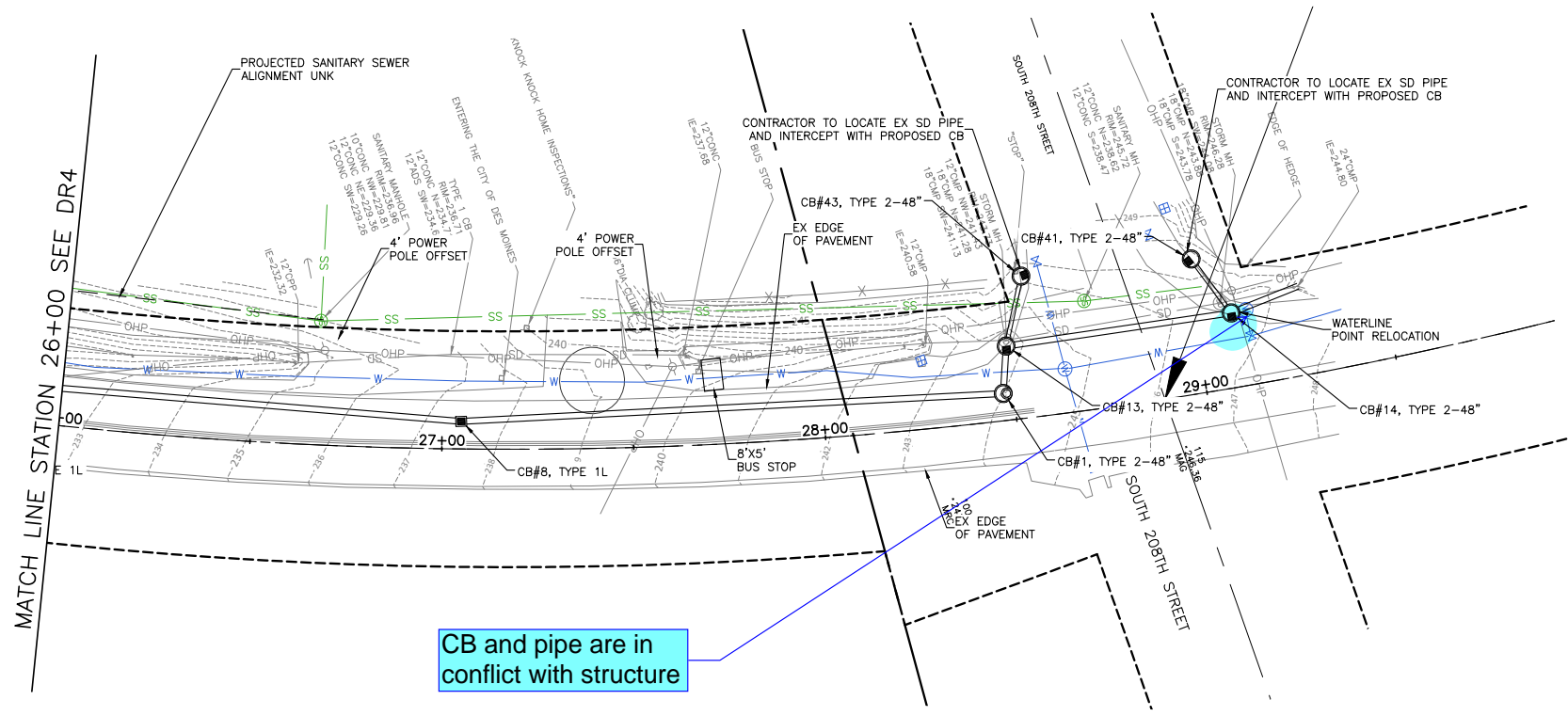
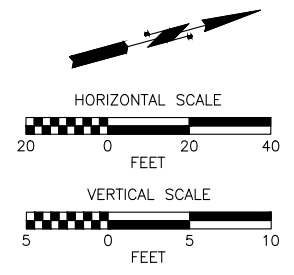


Drawn By	Date
MC	9/9/22
Designed By	9/9/22
SK	9/9/22
Checked By	9/9/22
KW	9/9/22
Approved By	9/9/22
Project Number	20210230.0002

CITY OF DES MOINES
 MEMORIAL DRIVE--STORM IMPROVEMENTS
DRAINAGE PLAN AND PROFILE

Drawing No. **DR3**
 Sheet No. **###**
 of Total

ATTACHMENT 2



- CONSTRUCTION NOTES:**
1. INSTALL CATCH BASIN TYPE-1L PER WSDOT STANDARD PLAN B-5.20-03.
 2. INSTALL CATCH BASIN TYPE-2 48" PER WSDOT STANDARD PLAN B-10.20-02.

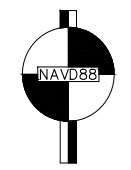
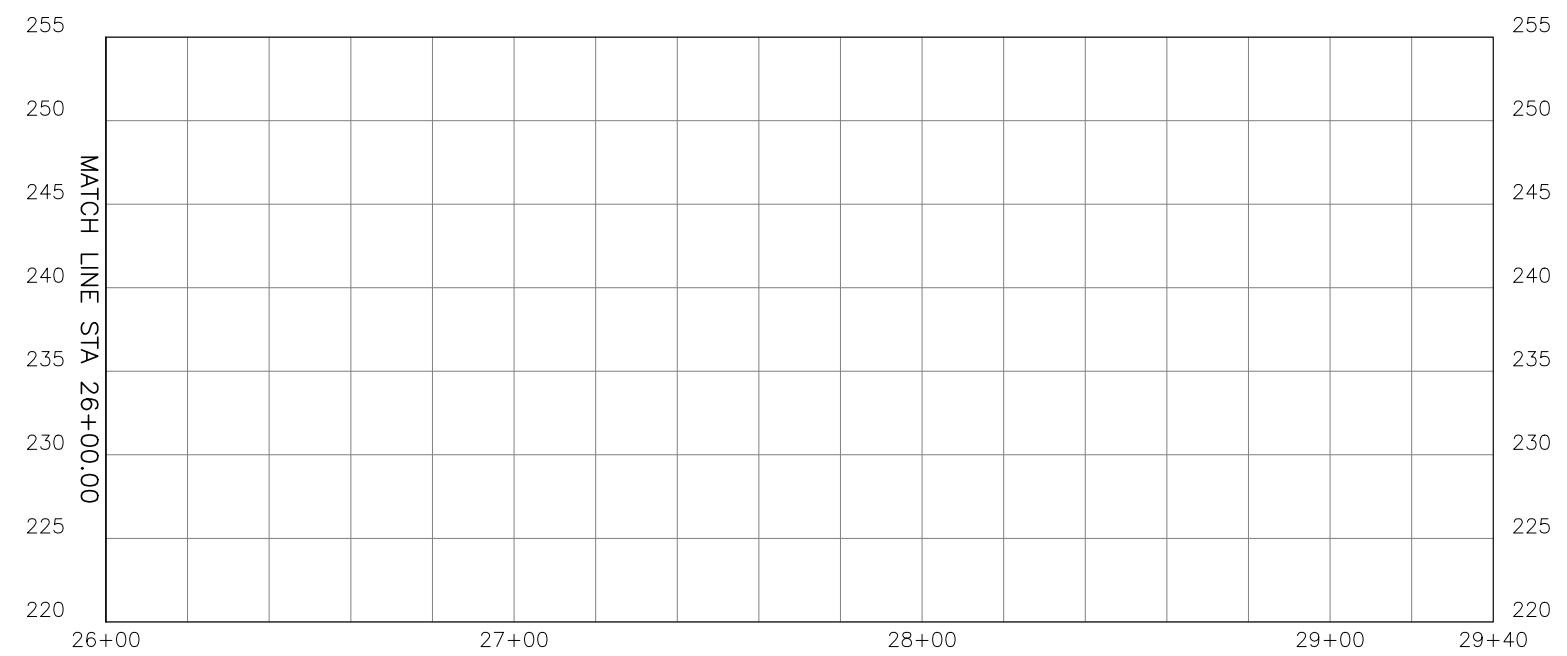
NOTE TO REVIEWER:

- PROPOSED CURB AND GUTTER IS LOCATED APPROXIMATELY 17' FROM THE EXISTING ROAD CENTERLINE, MATCHING THE FUTURE BUILD OUT LOCATION. APPROXIMATE STORMWATER IMPACTS ARE:
 - 4758 SF NEW IMPERVIOUS
 - 3960 SF NEW PGIS
- PROJECT MEETS THE 0.1 CFS FLOW RATE EXEMPTION FOR FLOW CONTROL WHEN MODELED WITH 1-HOUR TIME STEPS

- LEGEND:**
- PROPOSED CB TYPE 1/1L
 - PROPOSED CB TYPE 2
 - PROPOSED STORM PIPE
 - W— EXISTING WATER
 - SS— EXISTING SEWER

GENERAL NOTES:

1. x



No.	Date	Revision	By	Appr.

PERTEET
 801 2ND AVENUE, SUITE 302
 SEATTLE, WA 98104
 206.436.0515 | 800.615.9000



Drawn By	MC	Date	9/9/22
Designed By	SK	Checked By	9/9/22
Approved By	KW	Project Number	20210230.0002

CITY OF DES MOINES
 MEMORIAL DRIVE—STORM IMPROVEMENTS
DRAINAGE PLAN AND PROFILE

Drawing No.	DR5
Sheet No.	###
of Total	###

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Midway Design - Consultant Contract

FOR AGENDA OF: April 25, 2024

DEPT. OF ORIGIN: Community Events and Services

ATTACHMENTS:

DATE SUBMITTED: April 16, 2024

- 1. KPG Psomas Inc. Consultant Services Contract

CLEARANCES:

- City Clerk _____
- Community Development *Daniel E. Lathrop*
- Courts _____
- Director of Marina Redevelopment _____
- Emergency Management _____
- Finance *MH*
- Human Resources _____
- Legal */s/ MH*
- Marina _____
- Police _____
- Community Events and Services *W. Mordahl*
- Public Works *Thomas Owen*

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the Consultant Services Contract with KPG Psomas Inc. (Attachment 1) for consultant work on the design of the Midway Park Open Space Project. The following motion will appear on the Consent Agenda:

Suggested Motion

Motion: I move 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.”

Background

Midway Park is a staple for recreation in the City of Des Moines, and specifically the Pacific Ridge neighborhood. The Pacific Ridge neighborhood has the largest deficit of parks and open space in the City. With community gardens, open space, and a mini pitch for soccer and basketball – the park is heavily used. Open space acquisition, sports programming and events through our Parks, Recreation, and Senior Services Department, as well as active community involvement have kept Midway Park busy and a place to be proud of.

From 2019-2022, the City received King County Conservation Futures Tax grant funding, totaling over \$3,000,000, to continue the expansion of Midway Park. With this funding, three adjacent parcels were acquired that will provide additional open passive recreational space.

At the March 14, 2024 Council meeting, the City Council accepted the King County Parks, Capital and Open Space grant for \$456,000. These funds will be used to begin the process of designing natural open space elements for park-goers enjoyment.

The Midway Park Open Space project was identified in the 2022-2027 Parks, Recreation and Senior Services Master Plan, as well as the Capital Improvements Plan (CIP). Midway Park is a focal priority - with park renovation, open play opportunities and further partnerships being front and center.

Discussion

Consultants are needed in order to supplement and expand the capability of City staff for design of the Midway Park Open Space Project. In January of 2024, City staff requested a Statement of Qualifications (SOQ) from three consultants for interest in delivering the design of the project. The City received two proposals from consulting firms that were reviewed and evaluated by City staff. Staff determined through this review process that KPG Psomas Inc. was best qualified to provide design services.

The scope of work for KPG Psomas Inc. includes the following services: public outreach, design development and 100% final design (Plans, Specifications and Estimate) for a new open space and recreational park facility for the community. Thus far, staff has been impressed with the proactive approach by KPG Psomas on this project. A community survey is posted to the website and other social media outlets, KPG Psomas also attended our Parks and Recreation Eggstravaganza to conduct community outreach, and we are working to officially kick off the project at Midway shortly.

The proposed Consultant Services Contract with KPG Psomas Inc. is \$450,202.60, while the grant award in total is \$456,000.

Alternatives

The City Council could elect to not to approve the Consultant Services Contract with KPG Psomas Inc. The City does not have adequate resources to perform design services on the project. Council could direct that staff re-advertise for proposals, but this will cause project delay and could jeopardize grant funding.

Financial Impact

Funding for Midway Park's open space acquisition and subsequent design work will be provided through grant funding. No additional funding is expected to be required at this time to complete the grant obligations.

Recommendation

Staff recommends adoption of the motion.

Council Committee Review

Municipal Facilities Committee will continue to be updated on the status and progress of this project.

**CONSULTANT SERVICES CONTRACT
between the City of Des Moines and
KPG Psomas Inc.**

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and KPG Psomas Inc. organized under the laws of the State of [Washington, located and doing business at 3131 Elliott Ave Suite 400, Seattle, WA 98121 (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

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

As described in Exhibit "A", attached to this contract and hereby incorporated by reference

Consultant further 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 those services are performed.

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by November 30, 2026.

III. COMPENSATION.

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed \$450,202.60 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit B for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.
- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the

CONSULTANT SERVICES CONTRACT 2
(Various)

invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

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

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

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

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

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

CONSULTANT SERVICES CONTRACT 3
(Various)

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

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

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

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

VII. LIMITATION OF ACTIONS. CONSULTANT 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 CONSULTANT'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

VIII. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth

CONSULTANT SERVICES CONTRACT 4
(Various)

on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

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

X. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in 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 Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

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

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

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

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

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

CONSULTANT SERVICES CONTRACT 5
(Various)

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

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

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

C. Other Insurance Provisions.

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

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

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

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

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

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

XII. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Contract.

XIII. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

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

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

CONSULTANT SERVICES CONTRACT 7
(Various)

XVI. 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 agreement of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

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

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

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

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

CONSULTANT SERVICES CONTRACT 8
(Various)

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

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

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

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

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

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

<p>CONSULTANT:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____ <i>(Title)</i></p> <p>DATE: _____</p>	<p>CITY OF DES MOINES:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Tim George</u></p> <p>Its <u>City Manager</u> <i>(Title)</i></p> <p>DATE: _____</p> <p>Approved as to form:</p> <p>_____</p> <p>City Attorney</p> <p>DATE: _____</p>
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CONSULTANT SERVICES CONTRACT 9
(Various)

NOTICES TO BE SENT TO:

CONSULTANT:

Phuong Nguyen]
KPG Psomas Inc
3131 Elliott Ave Suite 400,
Seattle, WA 98121

206-286-1640 (telephone)
(facsimile)

NOTICES TO BE SENT TO:

CITY OF DES MOINES:

Nicole Nordholm, Director of Community
Services

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

206-870-6546] (telephone)
] (facsimile)

CONSULTANT SERVICES CONTRACT 10
(Various)

EXHIBIT A

SCOPE OF WORK City of Des Moines Midway Park Open Space Design April 2024

Project Description

The City of Des Moines would like to proceed with Midway Park Open Space Design project which includes public outreach, design development and 100% final design (Plans, Specifications and Estimate) for a new open space and recreational park facility for the community of Des Moines. In collaboration with the King County Parks Capital and Open Space Program Grant using the Conversation Futures Tax Levy (CFT), design improvements to Midway Park will hope to provide increase opportunities for physical activity, family gathering, and community engagement. It is anticipated that some park design elements will be integrated into the existing park elements to improve usability through the park and create more cohesive and unified public amenities.

During the term of this Agreement, the KPG Psomas Inc. consultant team (Consultant), including the prime and subconsultants, shall perform professional services for the City Des Moines (City) on the Midway Park Open Space Design (Project).

The Project Park Elements allowable for CFT funding (to be designed through final design under this scope of work) shall include, but not limited, the following:

- Active/passive lawn open space areas
- Formalized parking
- Food truck area
- Site furnishings (seating, bike racks, trash receptacles, picnic tables)
- Play structures
- Restroom facilities (Unisex, prefabricated building, 2 stalls)
- Picnic pavilion
- Accessible asphalt pathway throughout the park
- Curb cuts
- Illumination for parking lot, restroom area, and pathway
- Community garden

In addition, the Consultant will assist the City in permit support and pursuing grant funding for construction of the Midway Park Open Space Improvements.

General Assumptions:

1. *The park design will be based on the preferred alternative developed during the conceptual design phase and approved by the City Council.*
2. *Project is potentially eligible for federally funds through the following grants:*
 - a. *Community Development Block Grant (CDBG) from U.S. Department of Housing and Urban Development (HUD) – application due March 2025*

- b. *Outdoor Recreation Legacy Partnership (ORLP) from Recreation & Conservation Office (RCO) – application due February 2026*
3. *Consultant will provide design through 100% plans, specifications and cost estimate and the City will delay the construction until construction fund(s) is/are fully secured for park renovations. Once funding is secured final completion of bid documentation for “Bid Ready” will be provided and available for project advertising.*
 4. *Restroom structure, picnic pavilion, and play area equipment (including playground structure, zipline, and/or obstacle course) will be procured by the City separately and installed by the manufacturers.*
 5. *Restroom structure, picnic pavilion, and play area equipment shall be on City’s preferred purchasing cooperative - King County Director Association (KCDA).*
 6. *Consultant will support environmental permitting with projects graphics and project descriptions.*
 7. *Power, water, and cable utilities are available at the property frontage along S 221st Street.*
 8. *Project work will be produced using KPG Psomas CAD standards in AutoCAD 2022.*
 9. *Project deliverables will be PDF documentation.*
 10. *Specifications will be in WSDOT format, current edition.*
 11. *At the end of the project, documents will be submitted to the City for records, in the format they were created in, i.e. InDesign, Word and Excel for cost estimates.*
 12. *Scope of this work is for park improvements through 100% final design.*
 13. *Scope of this work does not include Construction Administration.*

MIDWAY PARK

PLAY FOR ALL

- 1 GREAT LAWN
- 2 COMMUNITY PLAY AREA W/ MOUNDS AND NATURAL MATERIALS
- 3 EDIBLE GARDEN: FRUIT TREES, HERBS, AND LOW-MATURE FRUITING SHRUBS
- 4 DOG RUN
- 5 BIKE RACKS
- 6 LOOP TRAIL: IMPROVES EXISTING AND CONNECTS TO NEW
- 7 PAVILION W/ ELECTRICITY
- 8 RESTROOM
- 9 DESIGNATED FOOD TRUCK ZONE
- 10 PARKING LOT

% OF PROPOSED IMPERVIOUS SURFACE IN PARCELS: EXPANSION = 7%



Project Schedule

The anticipated project schedule and tasks are listed below. Review periods by the City and others are assumed to be two-three (2-3) weeks. The project schedule may be subject to adjustment by mutual agreement, whether initiated by the City or Consultant.

- Mid-March 2024: NTP on Phase 1
- Late March 2024: Site Visit
- Late March 2024: Table at EGGStravaganza Event (Public Outreach #1) (Survey)
- Apr-May 2024: Environmental Field Work within public ROW and City-owned properties
- April-May 2024: Survey Field Work within public ROW
- April-May 2024: Schematic Design Development
- April-May 2024: Geotechnical Investigations
- April-May 2024: Stakeholder Meetings
- May 2024: Public Open House – 5/2 Sounders RAVE Foundation (Public Outreach #2)
- May 2024: Preliminary Site Elements Layout 10% Plan
- June 2024: Table at Waterfront Farmers’ Market (Public Outreach #3) (Survey)
- Aug 2024: 60% Design Submission
- Nov 2024: 90% Design/Permit Submission
- March 2025: 100% Design Submission
- March-Nov 2025: Grant Funding Support
- Nov 2025: Design Grant Expiration Date (Extension as Needed Pass this Date)
- May-Nov 2026: Grant(s) Awarded (TBD)
 - 8 months lead time for Restroom/Pavilion procurement
- Nov 2026: “Bid Ready” Plans Submission (not included in scope)
- TBD: Bidding Support (not included in scope)
- TBD: Construction Services (not included in scope)

PROVIDED BY CONSULTANT

The Consultant will provide or obtain the following items:

- Up to three (3) Schematic Design Alternatives based on concept developed during the previous consultant work from AHBL
- Preliminary Site Elements Layout Plan (10% Plan) and cost estimate based on preferred schematic concept design
- Plans, Specifications and Cost Estimate for 60%, 90% and 100% design phases
- Drainage Report (Technical Information Report)
- Illumination Analysis & Report
- Traffic and parking studies memo
- Required materials for permitting submittals
- Plans, Specifications and Cost Estimate up to 100% for Park Design Elements
- Public outreach including stakeholder meetings, graphic content and communication and attendance at outreach events
- Assistance and coordination with the City for grant funding

PROVIDED BY THE CITY

The City will provide or obtain the following items:

- Pertinent GIS data, if available
- Title reports or property deeds for all parcels in project site
- Existing utility information
- Real estate parcel data
- Studies from adjacent developments as relates to the development of the park property
- All past studies done on the property (soils, critical areas, tree assessment) if available
- Environmental permitting and mitigation recommendations, to be completed by the City's on-call environmental consultant
- City General Special Provisions, in word document format
- City front end contract information for specifications
- Applicable City standard details, including for park equipment (irrigation, standard site furnishings etc.), park signage and right-of-way/frontage improvements
- Permitting coordination and submittal
- Submittal reviews and approvals

TASK 1 - MANAGEMENT/ADMINISTRATION/COORDINATION

Task 1 Objective: Management of project team throughout the duration of the project, prepare project schedule, coordination with City, coordination with project team, preparation of invoices. Providing QA/QC of plans, specifications and cost estimates at each milestone submittal. Consultant will attend up to twelve (12) design coordination meetings with City Staff for project review, as well as two (2) site visits.

Task 1 Work Elements:

- 1.1 Project management (24 months) and project schedule
- 1.2 Monthly progress reports and invoicing
- 1.3 QA/QC
- 1.4 Project coordination meetings (12) and site visits (2)

Task 1 Deliverables:

- Monthly progress reports including invoices, emailed.
- Meeting agendas and minutes, including summary of decisions made/needed resulting from design coordination meetings.

Task 1 Assumptions:

1. *Design coordination meetings will be held virtually.*
2. *The Consultant will provide timely and immediate notification of any work items or project developments constituting a change to the written scope of work and fee budget estimate and schedule.*
3. *The work of this task is estimated to be up to twenty-four (24) months.*

TASK 2 – TOPOGRAPHIC SURVEY

Task 2 Objective: Perform topographic survey of the project area and prepare survey base map for use by the design team.

Task 2 Work Elements:

- 2.1 **Topographic Survey** - Establish horizontal and vertical control points within the project limits. Basis of control will be NAD 83/2011 and NAVD88 for horizontal and vertical respectively. Approximately 6 control points will be established at the site for continued use. Field mapping within the project limits will include topography, man-made surface features, limits of vegetation, trees (6" DBH or larger), overhead utilities, and painted underground utilities. Irrigation systems will not be included. Perform measure-downs of existing storm drain and sanitary sewer structures, indicating rim and pipe invert elevations. Document the approximate size, type, material, and general condition of the structures. These observations will be made from the surface. Any required pipe video inspection, potholing or smoke testing needed to verify the condition or connectivity of drainage features is outside the scope of this task.
- 2.2 **Underground Utility Locate** - An underground conductible utility locate within the project limits to be performed by a private utility locating firm. Consultant will survey the location of the locate paint marks. While every reasonable effort will be made by consultant to depict the location of underground utilities based on utility locates, consultant is not liable for errors or omissions by utility locators or erroneous or insufficient information shown on utility record drawings.
- 2.3 **Base Map Preparation** - Prepare 1"=20' topographic base map and digital terrain model (DTM) in AutoCAD format of the project to consultant CAD standards. One-foot contours will be generated from the DTM.
- 2.4 **ROW and Property Lines** - Road rights of way within the project limits will be determined from available public records (i.e. records of survey, plats, state right-of-way plans, etc.) and found survey monuments. Parcel lines will be determined from GIS information. Right-of-way and parcel information will be added to the base map. Adjacent owners' names and assessor's parcel numbers will be added to the base map.

Task 2 Deliverables:

- Survey Basemap (AutoCAD dwg file)

Task 2 Assumptions:

1. *Project Management is part of Task 1*

TASK 3 – PUBLIC OUTREACH

Task 3 Objective: Ensure timely communication and opportunities to receive knowledge and informative feedback. These efforts shall be key to bringing about widespread support for the project.

Task 3 Work Elements:

- 3.1 **Public Outreach Plan and Stakeholder Meetings** - The Consultant shall create a Public Outreach Plan to support to the City on engagement efforts as well as attend four (4) total internal/external stakeholder meetings. The Consultant shall work with the City in preparation of the agenda and attend all the stakeholder meetings outlined below. The Consultant's PM will support the City in facilitating the meetings.

Internal/External Stakeholders meetings include:

- Interdepartmental Team (IDT) – 2 meetings @ 1 hour each
- Pacific Ridge Property Owners – 2 meetings @ 1 hour each
- Seattle Sounders RAVE Foundation (host for May 2nd Event) – 2 meetings @ 1/2 hour
- Friends of Midway Garden – 2 meetings @ 1/2 hour

3.2 Outreach Material Preparation - Consultant shall provide campaign content and materials leading into the public outreach events. Outreach material consist of create clear and effective visuals and informational materials and online surveys, and other presentation materials that create an engaging and fun environment.

3.3 Public Events and Open Houses - The Consultant shall attend, table, and facilitate public involvement at two (2) local events; EGGStravangaza event on March 30th and Waterfront Farmers' Market in August 2024. Consultant shall also attend and facilitate public involvement at one (1) open house at the event hosted by the Sounders RAVE Foundation at Midway Park on May 2nd 2024.

Task 3 Deliverables:

- Meeting agenda and meeting minutes (PDF)
- Project Narrative and FAQ (PDF)
- Online surveys (Google Form web link)
- Welcome sandwich display boards (2 -22"x34" outdoor sandwich boards)
- Project and survey solicitation display boards (2 -22"x34" outdoor sandwich boards)
- Presentation display boards (PDF) (up to 6 – 22"x34" boards)

Task 3 Assumptions:

1. *The City will be responsible for posting and updating information to City's website and social media (i.e. Facebook and LinkedIn).*
2. *There will be one round of comments on and revisions to the content material for the website.*
3. *The City will be responsible for distribution of flyer/mailers and other related materials.*
4. *The City will create a project email for public inquiries. All email correspondence will be managed, gathered, and shared by the City to the Design Team.*

TASK 4 – PRELIMINARY DESIGN

Task 4 Objective: Schematic Design Alternatives (up to three (3)) will be developed for public outreach. Preliminary Site Layout Plan (10%) and preliminary cost estimate and illumination analysis based on preferred schematic design alternative developed during the previous phase of work; develop phasing recommendations. The preliminary design will include Park Design Elements, as defined above.

Task 4 Work Elements:

4.1 Develop Schematic Design Alternatives Up to three (3) alternatives, schematic alternatives will be based in part on previous Master Plan. All proposed site elements will be only as allowed under the grant funding requirements.

- 4.2 **Develop Preliminary Site Layout Plan (10%)** Includes an illustrative layout plan (drawn to scale) of site elements, lighting, paving, structures with general descriptions and dimensions.
- 4.3 **Develop Preliminary Cost Estimate** Planning level estimation of construction cost for park improvements including materials, installation and labor.
- 4.4 **Provide Preliminary Illumination Analysis** Minimum lighting requirements per IES standards for frontage improvements (sidewalk and roadway), park improvements (parking lot, restroom area, and park pathway), recommendations for illumination fixtures and locations, preliminary AGI layout)
- 4.5 **Provide Trip Generation and Parking Study for Conceptual Alternatives** - High-level study to determine vehicle traffic generation, parking demand, and recommended parking supply for each alternative. Traffic generation and parking demand will be estimated based on ITE Trip Generation Manual and Parking Generation Manual, review of nearby comparable park facilities, and specific park element included for each alternative. This will include two 1-hour site visits on a weekday and a weekend to assess parking availability along streets fronting the site.
- 4.6 **Develop Conceptual Drainage Plan (10%)** Prepare a Drainage Technical Memorandum. The memo will include a project description and vicinity map; discussion of minimum requirements, basin delineation, and locations of proposed stormwater BMPs.

Task 4 Deliverables:

- (3) Schematic Design Alternatives Layout Plans (PDF)
- Draft Preliminary Site Layout Plan (PDF)
- Final Preliminary Site Elements Layout Plan (PDF)
- Preliminary Cost Estimate (PDF)
- Preliminary Illumination Analysis (PDF)
- Trip Generation and Parking Demand Memo (PDF)
- Drainage Technical Memorandum (PDF)

Task 4 Assumptions:

1. *Preliminary design will be based on preferred alternative developed during the schematic design alternative work and approved by the City Council.*
2. *If applicable, wetland and critical areas delineation will be completed by the City's on-call environmental consultant and provided to KPG Psomas prior to beginning the work of this task.*
3. *A licensed arborist will provide an existing mature tree evaluation and recommendations. (See Task 10 for subconsultant work)*
4. *Consultant will provide a single revision to the Preliminary Site Elements Layout Plan, based on City comments from the draft submittal.*
5. *The Park Design Elements will be carried through final design.*
6. *City will approve Preliminary Site Elements Layout Plan prior to proceeding to final design.*
7. *Vehicle trip generation and parking study will not evaluate traffic operations, impacts, or mitigation to nearby transportation system.*
8. *Project management is part of Task 1.*
9. *Storm drainage design will be per City requirements and the King County Surface Water Design Manual.*

TASK 5 – 60% DESIGN

Task 5 Objective: Develop 60% design plans and cost estimate based on approved Preliminary Site Layout Plan. Provide recommendations for prefabricated restroom structure, picnic pavilion structure and play equipment, as well as site furniture and lighting.

It is anticipated that the 60% design package will include the following:

Plans

- (1) Cover Sheet
- (1) Drawing Index and Abbreviation Sheet
- (2) Existing Conditions/Site Survey Plans
- (4) Site Prep and Erosion Control Plans and Detail Sheets
- (4) Preliminary Site Grading and Drainage Plans and Detail Sheet
- (2) Preliminary Site Utility (water, sewer, electrical) Plans and Detail Sheet
- (2) Preliminary Roadway Frontage/Parking Plans and Detail Sheet
- (4) Preliminary Site Layout and Detail Sheets (details for site elements will be example/placeholder images and standard details)
- (8) Preliminary Illumination Plans and Detail Sheets
- (4) Preliminary Landscape Plans, Plant Schedule and Detail Sheet
- (4) Preliminary Irrigation Plans, Equipment Schedule and Detail Sheet

Illumination Plans and Detail Sheets include location and type of lighting fixtures, poles, junction boxes, conduit and electrical service cabinet, one-line diagram, details for custom illumination, power for restroom building, food truck power-hook ups, manufacturer coordination, and preliminary coordination with local utilities and MEP subconsultant for new power services.

Park Elements Package including recommendations for prefabricated park structures (restroom, multi-use court canopy and picnic pavilion; to consist of cut sheets from manufacturer and recommended finishes), play equipment (i.e. playground structure, zipline, obstacle course; to consist of cut sheets from manufacturer), lighting fixtures and site furnishings (benches, seating, receptacles, etc.; to consist of images and/or cut sheets from manufacturer).

Draft Illumination Report Descriptive visual rendering and AGI32 layout of park. Minimum lighting requirements per IES standards for frontage improvements (sidewalk and roadway), park improvements (parking lot, restroom area, and park pathway), locations and types of lighting fixtures.

Draft Drainage Report Develop the preliminary Stormwater Technical Information Report (TIR) in accordance with King County and City requirements.

Task 5 Work Elements:

5.1 Provide 60% Plans

- 5.2 Provide 60% Cost Estimate
- 5.3 Provide Park Elements Package
- 5.4 Provide Draft Illumination Report
- 5.5 Provide Draft Drainage Report

Task 5 Deliverables:

- 60% Plans (PDF)
- 60% Cost Estimate (PDF)
- Park Elements Package (PDF)
- Draft Illumination Report (PDF)
- Draft Stormwater Technical Information Report (PDF)

Task 5 Assumptions:

1. Restroom structure, multi-use court canopy structure, picnic pavilion, and all play equipment (including playground structure, zipline, obstacle course) will be of-the-shelf products (prefabricated), with plans and installation details provided by the manufacturer. Footing and foundation details will be reviewed by KPG Psomas structural subconsultant. The Consultant will provide finish and color selections as necessary.
2. Turnaround time for the City comments will be two (2) weeks for 60%.
3. Project management is part of Task 1.
4. Lighting and/or electrical design for bathroom interior and exterior will be done by MEP subconsultant.
5. The City will provide available information about the existing drainage system on-site and downstream, including any known maintenance issues, record drawings, and drainage complaints.

TASK 6 – FINAL DESIGN

Task 6 Objective: Prepare 90% and 100%, specifications and cost estimates.

It is anticipated that the final design plans will include the following:

PLAN

- (1) Cover Sheet
- (1) Drawing Index and Abbreviation Sheet
- (2) Existing Conditions/Site Survey Plans
- (3) Site Prep and Erosion Control Plans and Detail Sheets
- (3) Site Grading and Drainage Plans and Detail Sheets
- (2) Site Utility (water, sewer, electrical) Plans and Detail Sheets
- (3) Roadway Frontage Plans and Detail Sheet
- (6) Site Layout Plans and Detail Sheets
- (4) Structural Plans and Detail Sheets
- (2) Mechanical, Electrical and Plumbing Plans and Detail Sheets
- (4) Illumination Plans and Detail Sheets

- (5) Landscape Plans, Plant Schedule, and Detail Sheets
- (4) Irrigation Plans, Schedule, and Detail Sheets

Task 6 Work Elements:

- 6.1 Provide 90% Plans
- 6.2 Provide 100% Plans
- 6.3 Final Drainage Report
- 6.4 Final Illumination Report
- 6.5 Provide 90% and 100% Specifications (WSDOT 2024)
- 6.6 Provide 90% and 100% Cost Estimate

Task 6 Deliverables:

- 90% Plans (PDF)
- 100% Plans (PDF)
- Final Stormwater Technical Information Report (PDF)
- Final Illumination Report (PDF)
- 90% and 100% Specifications (PDF)
- 90% and 100% Cost Estimates (PDF)

Task 6 Assumptions:

1. *Specifications will be Washington State Department of Transportation 2024.*
2. *Restroom structure, multi-use court canopy structure, picnic pavilion, and all play equipment (including playground, zipline, hill scramble slide, and obstacle course) will be of-the-shelf products (prefabricated), with plans and installation details provided by the manufacturer. Footing and foundation details will be reviewed by KPG Psomas structural subconsultant. Consultant will provide finish and color selections as necessary.*
3. *Turnaround time for the City comments will be two (2) weeks for all milestone submittals.*
4. *Project management is part of Task 1.*

TASK 7 – PERMIT SUBMITTALS AND COORDINATION

Task 7 Objective: Provide submittal materials and coordination between consultant disciplines and City of Des Moines for permit applications. This task also includes up to four (4) meetings for building permit pre-submittal meetings and building permit submittal meetings.

It is anticipated that the required permit submittals will include the following:

- Land and Use Application (City of Des Moines)
- Commercial Site Development Permit
- SEPA Checklist
 - City of Des Moines shall complete the SEPA checklist with supplemental information from City’s on-call environmental consultant
- Building Permit (City of Des Moines)
- Separate permits are required each for the prefabricated restroom and picnic pavilion.

- One site plan shall be used to identify permit areas under each associated permit application.
- Includes structural calculations, architectural drawings as necessary for each associated permit application.
- Electrical calculations (lighting budget) and service connection for prefabricated restroom structure (City of Des Moines)
- Mechanical/Plumbing permits for prefabricated restroom structure stub out (City of Des Moines), if required pre-construction.
- Demolition Permit (City of Des Moines) – template only, to be completed by the Contractor
- Tree Removal Permit
- Clearing and Grading Permit/Site Development Permit (City of Des Moines)
- Drainage Review (City of Des Moines)
 - Including Drainage Report (TIR)
- Southwest Suburban Sewer District coordination (City of Des Moines)
- ROW Use Permit (City of Des Moines)
 - Contractor submitted prior to construction
- Construction Stormwater General Permit (CSGP), shall be at time of bid.

Task 7 Work Elements:

- 7.1 Provide permit plans, documents, support and coordination, in conjunction with the 90% submittal package.

Task 7 Deliverables:

- Stamped, signed building permit documents labeled as required by the Authority Having Jurisdiction, typically 'Permit Documents' or 'For Permit' and building permit application. (PDF)
- Supporting documentation for grading and site permit submittals. (PDF)

Task 7 Assumptions:

1. *Permit applications shall be completed by the City.*
2. *All necessary utility permits shall be completed by the City, including electrical service permit.*
3. *Consultant shall provide drawings and calculations suitable for permit review and assist with application documentation.*
4. *Building permit plans and documentation for restroom structure, multi-use court canopy structure, picnic pavilion, and all play equipment (including playground, zipline, hill scramble slide, and obstacle course) will be provided by the manufacturer in coordination with Consultant.*
5. *Restroom structure, multi-use court canopy structure, picnic pavilion, and all play equipment shall be installed by manufacturers with final inspections of builder's work by the City.*
6. *Members of the consultant team do not need to be present for building permit intake submittal; the City will deliver permits for intake.*
7. *City Building Permit Review is assumed to be 30-days total duration including weekends, from intake of permit documentation, further time for review and permit may affect project schedule.*
8. *Building permits typically procured during construction such as plumbing, HVAC, or electrical permits will be by City.*

9. *If the Authority having jurisdiction adopts a newer building code than is assumed prior to building permit submittal, work to review and adjust project documentation may be negotiated as an amendment to this contract.*
10. *Project Management is part of Task 1.*

TASK 8 – GRANT FUNDING ASSISTANCE

Task 8 Objective: Assist the City of Des Moines to apply for grant funding for construction of Midway Park improvements. This effort shall include providing text, illustrative graphics, figures, and calculations necessary for completing grant applications.

Task 8 Work Elements:

- 8.1 Grant application support for one (1) grant, including providing text responses to application questions, figures, calculations, cost estimate information, and other supporting materials.
- 8.2 Graphics for grant application, provide up to two (2) additional renderings (plan or perspective; hand drawn) to illustrate the proposed design for grant-funding agencies.

Task 8 Deliverables:

- Text, figures, calculations, cost estimate information, and other supporting materials for grant applications (PDF)
- Up to two (2) additional renderings of the project improvements (PDF)

Task 8 Assumptions:

1. *Grant support for one (1) grant application will be limited to the hours and budget assigned to Task 8.*
2. *Grant applications shall utilize plans and other supporting materials developed as part of final design to the extent possible.*
3. *Grant applications will be submitted by the City.*
4. *Project Management is part of Task 1.*

TASK 10 – SUBCONSULTANT SERVICES

Task 10 Work Elements:

- 10.1 Structural services (Bright Engineering)
 - Foundation design for prefabricated restroom building
 - Foundation design for pathway lighting foundation
 - Structural calculations
- 10.2 Mechanical, Electrical and Plumbing (MEP) services (TresWest)
 - Coordinate site requirements with RR manufacturer.
 - Coordinate overall electrical distribution with KPG.
 - Coordinate electrical service requirements for site.
 - Tres West will take the load calculations provided by RR manufacturer and KPG Psomas
 - for site lighting and power and provide the following:

- One line diagram
- Panel schedules for all required panels
- Service load calculations

10.3 Geotechnical services (HWA Geosciences)

- Review existing geotechnical, geological, and environmental information provided by client and using online resources.
- Visit site to select and mark the locations of 3 test pits and 1 small scale Pilot Infiltration Test (PIT). Submit utility notification request for each exploration.
- Test pits will be completed to a maximum depth of approximately 8 feet. Dynamic Cone Penetrometer (DCP) testing will be performed adjacent to each test pit to collect soil density information.
- Test pits will be backfilled with excavated spoils, tamped with the excavator bucket, and graded smooth at completion.
- Perform 1 small scale PIT. The PIT will require one day to excavate, presoak, and test. Then the PIT will require one day of excavation to 8 feet, sampling of receptor soils, and backfill.
- Soil samples will be collected from each test pit and PIT for moisture content determination, grain size analysis, cation exchange capacity (CEC), organic content, and moisture/density (MD) relationship of soils.
- Complete geological reconnaissance of sloped portion of the property to address City of Des Moines Critical Area Regulations during PIT presoak.
- Perform engineering analysis to support design of hardscape areas, parking lots, shallow foundations for the prefabricated site structures, light pole foundations, retaining structures, stormwater facilities.
- Prepare draft geotechnical report presenting the results of our investigation and recommendations for design of project elements. Submit to Client for review.
- Finalize geotechnical report after review and comments.

10.3 Arborist services (Land Meets Water)

- Conduct a Preliminary Tree Assessment in accordance with the City of Des Moines Municipal Code. The tree assessment will be used to prepare a draft Arborist Report, which will include a Tree Retention Plan. The draft Arborist Report will be submitted to the City for review. KPG Psomas will address City comments and resubmit a final Arborist Report.

Task 9 Deliverables:

- Restroom Building Foundation Details for 90% (permit) and 100% submittals. (PDF)
- Restroom Building and Park Structures Utilities Plan and Detail Sheets (MEP) for 90% (permit) and 100% submittals. (PDF)
- Draft and final Geotechnical report (electronic PDF) summarizing findings, conclusions, and recommendations related to the following:
 - Subsurface soil and groundwater conditions and results the of laboratory testing.
 - Identify geologic critical areas and evaluate potential impacts from development and provide mitigation measures in accordance with Sultan Municipal Code Chapter 17.10.

- Estimated preliminary soil infiltration rates based on the results of in-situ testing and experience in the area.
- Pavement section recommendations for new pavement based on traffic count and classification information provided by the City. Pavement sections will be provided for dense HMA.
- Utility installation excavation and dewatering, if necessary. Subsurface soil and groundwater conditions.
- Site preparation, grading and drainage, fill material, geosynthetics, compaction criteria, temporary and permanent cut slopes, use of on-site soil, and wet/dry weather earthwork.
- Foundation design recommendations and guidelines for shallow foundation design, including settlement estimates.
- Determine appropriate ASCE 7-16 seismic Site Class and coefficients for use in design.
- Recommendations for the design of site retaining structures.
- Tree Retention Plan (PDF)
- Arborist Memo (PDF)

Task 9 Assumptions:

1. Structural

- *Structural design will be performed based on the 2018 International Building Code (IBC).*
- *This proposal includes structural design only. Construction administration services will be provided under a separate proposal.*
- *Anchorage of the prefabricated restroom building and picnic pavilion is not part of structural subconsultant scope.*
- *Loads for foundation design restroom building and picnic pavilion will be provided for each element prior to design.*
- *Structural subconsultant will be provided with geotechnical design parameters to use in design.*
- *Design drawings will be completed in 2D AutoCAD*
- *There will be (5) submittals: Preliminary Park Layout, 60%, 90% (Permitting), and 100%*
- *Specifications will be WSDOT format.*
- *Unknown or unanticipated conditions discovered during construction are outside the scope of this proposal.*

2. MEP

- *Project will adhere to the local codes under the 2018 code cycle*
- *RR load calculations, MEP code compliance, and MEP equipment layouts to be provided by RR manufacturer.*
- *RR panel to be provided by RR manufacturer.*
- *All mechanical design work is limited to outside five (5) feet of the building.*
- *Backgrounds will be provided for use in AUTOCAD format.*
- *Design drawings will be completed in 2D AutoCAD.*
- *Project will be completed utilizing the same version of AutoCAD as it was started in.*
- *Project will be submitted as one permit submittal.*
- *Project will be submitted as one bid package.*
- *Project will not be phased construction.*

- *LEED accreditation will not be pursued.*
 - *Project will adhere to the local codes under the 2018 code cycle*
3. *Geotechnical*
- *No ROW permit or traffic control will be required.*
 - *Surface restoration of test pits to consist of tamping and smoothing soil, does not include replanting of vegetation.*
 - *HWA will not be held liable for damage to utilities or other underground structures not defined or located for HWA by the City, the Utilities Underground Location Center, or the private locating service.*
 - *The geotechnical explorations proposed herein will not be used to assess site environmental conditions. However, visual or olfactory observations regarding potential contamination will be noted. Analysis, testing, storage, and handling of potentially contaminated soil and ground water (either sampled or spoils from drilling) are beyond this scope of services. If contaminated soils and/or ground water are encountered, the material will be properly contained on-site for disposal as mutually agreed upon without additional cost to HWA.*
 - *Critical Area Report is not included in this scope of work.*

Other Services

The City may require other services of the Consultant. These services might include other work tasks not included in the scope of work, such as Bid Documentation for “Bid Ready” Plans, Bid Support, Architectural Design, Cultural Resources, Environmental permitting, or Construction Administration.

The scope of these services will be determined at the sole discretion of the City. At the time these services are required, the Consultant shall provide a detailed scope of work and estimate of costs. The Consultant shall not proceed with the work until the City has authorized the work and issued a notice to proceed.

Work under the management reserve shall not be performed without approval and written authorization by the City.



EXHIBIT B
PRIME CONSULTANT COST COMPUTATIONS
 Client: City of Des Moines
 Project Name: Midway Park Open Space Design
 KPG Psomas Inc. Project Number:
 Date: April 2024

Task No.	Task Description	Labor Hour Estimate																				Total Hours and Labor Cost Computations by Task			
		Engineering Manager I	Senior Engineer I	Senior Engineer II	Project Engineer I	Design Engineer I	Design Engineer II	Senior Project Manager Survey	Survey Crew II (W/Equip)	Project Surveyor II	Surveyor III	Urban Design Manager	Project Landscape Architect I	Project Landscape Architect II	Landscape Designer I	Landscape Designer II	Senior Transportation Planner	Transportation Planner	Environmental Manager	Senior Construction Manager	Senior CAD Technician			Senior Admin	Office Assistant
		Jan	Kelsey	Brian	Sam W	Kyra	Elizabeth	Mike	Daniel	Ron	Karen	Liz	Coreen	Phuong	Ginger	Jake	John	Sean	Pete	Jordan	Mark	Dani	Danielle	Hours	Totals
Task 1 - Management/Administration/Coordination																									
1.1	Project management (24 months)										6		24									4	4	38	\$ 6,252.00
1.2	Monthly progress reports & invoicing												12									6		18	\$ 2,826.00
1.3	QAQC		20									24												44	\$ 9,160.00
1.4	Project coordination meetings (12) & site visits (2)	8	12	8	4		12					8	4	16	16	4					4			96	\$ 15,844.00
	Task Total	8	32	8	4	0	12	0	0	0	0	38	4	52	16	4	0	0	0	0	4	10	4	196	\$ 34,082.00
Task 2 - Topographic Survey																									
2.1	Topographic survey							1	24															25	\$ 6,730.00
2.2	Underground utility locate								4															4	\$ 1,080.00
2.3	Base map preparation									24														24	\$ 3,432.00
2.4	ROW calculations							1		8														9	\$ 1,626.00
	Task Total	0	0	0	0	0	0	2	28	8	24	0	0	0	0	0	0	0	0	0	0	0	0	62	\$ 12,868.00
Task 3 - Public Outreach																									
3.1	Public outreach plan & stakeholder meetings (8)		6		4							4		8	6									28	\$ 4,666.00
3.2	Outreach material		4		4							2		16	40	8								74	\$ 9,664.00
3.3	Local events (2) and open house (1)		4									6		8	8	8								34	\$ 5,192.00
	Task Total	0	14	0	8	0	0	0	0	0	0	12	0	32	54	16	0	0	0	0	0	0	0	136	\$ 19,522.00
Task 4 - Preliminary Design																									
4.1	Schematic design alternatives (up to 3)		8			4	2					8	8	16	32	4								82	\$ 11,842.00
4.2	Preliminary site layout plan (10% scroll)		8	4	8	12	8					2	2	4	24						6			78	\$ 11,176.00
4.3	Preliminary cost estimate	4	8		4	8	6					2	2	4	12									50	\$ 7,692.00
4.4	Preliminary illumination analysis (AGI layout)	4					40																	44	\$ 6,464.00
4.5	Trip generation and parking study																24	36						60	\$ 9,288.00
4.6	Stormwater Memo			2	8																			10	\$ 1,738.00
	Task Total	8	24	6	20	24	56	0	0	0	0	12	12	24	68	4	24	36	0	0	6	0	0	324	\$ 48,200.00
Task 5 - 60% Design																									
5.1	60% plans	12	24	12	32	40	50					12	8	24	60									298	\$ 44,910.00
5.2	60% cost estimate	4	12	4	8	16	8					4	4	4	16									80	\$ 12,464.00
5.3	Park elements package											2	4	8	16									30	\$ 4,068.00
5.4	Draft illumination Report	8					40																	48	\$ 7,368.00
5.5	Draft drainage report			8	24																			32	\$ 5,624.00
	Task Total	24	36	24	64	56	98	0	0	0	0	18	16	36	92	0	0	0	0	0	24	0	0	488	\$ 74,434.00
Task 6 - Final Design																									
6.1	90% plans	16	40	12	40	60	40					16	40	70	100	20				8	20			482	\$ 72,908.00
6.2	100% plans	8	32	12	16	40	32					8	12	40	80	20				4	12			316	\$ 46,524.00
6.3	Final drainage report			12	24																			36	\$ 6,444.00
6.4	Final illumination report	4					24																	28	\$ 4,240.00
6.5	90% and 100% specifications	16	32	12	4		24					8	8	24	16	4								148	\$ 25,412.00
6.6	90% and 100% cost estimate	4	8	2	2	8	4					4	4	4	8	2								50	\$ 8,054.00
	Task Total	48	112	50	86	108	124	0	0	0	0	36	64	138	204	46	0	0	0	12	32	0	0	1060	\$ 163,582.00
Task 7 - Permit Submittals and Coordination																									
7.1	Permit plans, documents, support & coordination		16			12						8		16	8				8					68	\$ 11,764.00
	Task Total	0	16	0	0	12	0	0	0	0	0	8	0	16	8	0	0	0	8	0	0	0	0	68	\$ 11,764.00



Task 8 - Grant Funding Assistance																											
8.1	Grant application coordination and assistance		8	4								8		16		32	40						108	\$	18,196.00		
8.2	Graphics support (up to 2 renderings)		2									4		4	40								50	\$	6,132.00		
Task Total		0	10	4	0	0	0	0	0	0	0	12	0	20	40	0	32	40	0	0	0	0	0	158	\$	24,328.00	
Total Labor Hours and Fee		88	234	88	182	200	290	2	28	8	24	124	96	298	442	70	24	36	8	12	66	10	4	2,334	\$	388,780.00	
Task 10 - Subconsultants																											
10.1	Structural design (Bright Engineering)																								\$	8,374.00	
10.2	Mechanical, Electrical and Plumbing (MEP) services (TresWest)																									\$	5,964.00
10.3	Geotechnical support (HWA Geosciences)																									\$	33,374.00
10.4	Arborist																									\$	8,500.00
																							Subtotal	\$	56,212.00		
																							Administrative Charge (5%)	\$	2,810.60		
																							Total Subconsultant Expense	\$	59,022.60		
Reimbursable Direct Non-Salary Costs																											
																							Utility Locates	\$	1,000.00		
																							Mileage at current IRS rate	\$	400.00		
																							Reproduction Allowance	\$	1,000.00		
																							Total Reimbursable Expense	\$	2,400.00		
																							Management Reserve	\$	-		
																							Total Estimated Budget	\$	450,202.60		

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Bid Rejection - Redondo Fishing Pier and Restroom Project

FOR AGENDA OF: April 25, 2024

DEPT. OF ORIGIN: Public Works

ATTACHMENTS:

DATE SUBMITTED: April 17, 2024

- 1. Redondo Fishing Pier and Restroom Replacement – Bid Result Discussion

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Director of Marina Redevelopment _____
- Emergency Management _____
- Finance *AM*
- 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 agenda item is to seek City Council concurrence to reject the bid for the Redondo Fishing Pier and Restroom Replacement Project. The following motion will appear on the Consent Agenda:

Suggested Motions

Motion: “I move to reject the bid received for the Redondo Fishing Pier and Restroom Replacement Project.”

Background

Both the Redondo Fishing Pier and restroom facility have exceeded their expected service life and are both exhibiting significant degradation despite ongoing maintenance activities. The City has been actively obtaining the required permits and designing the replacement for both facilities.

City staff successfully obtained all of the required federal, state and local permits to begin the construction phase this summer with an anticipated completion date in fall of 2025.

At the June 25, 2020 City Council meeting, City Council approved the 2020-2021 On-Call General Civil Engineering Services Formal Task Assignment 4 with Exeltech Consulting for providing engineering services for the Redondo Fishing Pier and Restroom Replacement Project. City Council at the same meeting also authorized the acceptance of Washington State Department of Commerce 2021 Local and Community Projects Program Grant in the amount of \$339,500.00. This grant was utilized for the engineering design and preliminary permitting for the fishing pier and associated bulkhead.

At the September 14, 2023 City Council meeting, City Council authorized the acceptance of a Washington State Department of Commerce Grant in the amount of \$1,852,000 and the Recreation and Conservation Office Grant in the amount of \$681,903 for the construction of the fishing pier and restroom facility.

On March 13, 2024, City staff advertised the Redondo Fishing Pier and Restroom Replacement Project for solicitation of bids.

Discussion

The Redondo Fishing Pier and Restroom Replacement Project was advertised for bids in accordance with state law, WSDOT LAG Manual, and requirements for competitive bidding of public works contracts. Only a single bid from Quigg Bros., Inc. was received for the project and it was significantly outside the expected bid range. The Engineer's Estimate was \$5,150,321.00 while the sole bid from Quigg Bros., Inc. was \$10,668,486.32.

The City's design consultant, Exeltech Consulting, performed a bid review (Attachment 1) and while acknowledging various potential reasons for the high cost, recommended that the City reject the submitted bid from Quigg Bros., Inc.

The Redondo Fishing Pier design adheres to strict environmental regulations from US Army Corps of Engineers, the Department of Natural Resources, U.S. Fish and Wildlife Service. These permitting constraints increased construction complexity and risk for potential contractors. For example, the cost of driving pier piles was nearly \$2.5 million higher than estimated. The bidder considered the design of the pier piles to carry high construction risk and bid pricing was elevated to cover that risk.

Over the past several years, COVID-19, supply chain shortage, labor shortage, along with high cost inflation have driven up construction costs across the industry. This impacted material, labor, and equipment costs, leading to higher bids for public work projects. Two bid items highlighted this escalation: Structural Carbon Steel Superstructure were \$1.05 million higher than estimated, and Concrete Pile Caps were \$1.10 million higher than estimated.

City staff is actively working with the design consultant to evaluate all alternatives in order to move the project forward. Staff recognizes this is a high priority project and is seeking to understand what options the City has to construct the Fishing Pier within the guidelines of the permitting and available financial resources. The Washington State Department of Fish and Wildlife requires all in-water work associated

with pier to be completed between the August 1st to February 15th fish window, therefore it is unlikely that fishing pier construction will begin in 2024.

One option that is being investigated by staff is to phase the project in order to bid the restroom facility separately. This would allow for construction to move forward on the restroom facility as early as this summer without jeopardizing any grant funding associated with it. Staff will continue to pursue this option and keep the Municipal Facilities Committee and Council aware of further developments.

Staff will be actively engaging with our funding partners on the project to inform them of the recent developments and in an effort to continue to utilize appropriated funding. The City will also investigate any additional grant opportunities to supplement the project budget.

Alternatives

The City Council could elect not to reject the bid from Quigg Bros., Inc. This is not recommended as the City does not have adequate funding within the project budget to award the bid.

Financial Impact

Financial Impact is undetermined at this time. City Staff is working with the consultant team to identify potential alternatives for proceeding with the project construction phase.

Recommendation

Staff recommends the adoption of the motion.

Council Committee Review

Not Applicable



MEMO

Date: April 16, 2024

Re: Redondo Fishing Pier and Restroom Replacement – Bid Results Discussion

To: Khai Le

Agency: City of Des Moines

From: Kevin Weed

e-mail: kweed@xltech.com

Message/Comments:

Only a single bid was received for the Redondo Fishing Pier and Restroom Replacement Project, it was significantly higher than the Engineer's Estimate. The Engineer's Estimate was \$5,150,321.00 and the only bid received was \$10,668,486.32 (Quigg Bros., Inc.).

The bid (Quigg Bros., Inc) is approximately 107% higher (\$5,518,165) than the Engineer's Estimate. The bid is significantly outside the expected bid range. This is likely due to the reasons listed below:

Pricing Escalation –

External cost and risk factors creating cost escalation both locally and nationwide. Some of these factors include; material cost volatility, inflation volatility and unanticipated events and risks.

Two bid items that reflected pricing escalation:

- Structural Carbon Steel with an increase above Engineer's Estimate of \$1.05 million
- Concrete Pile Caps with an increase above Engineer's Estimate of \$1.10 million

Construction Risk –

Pile driving was the single biggest item impacting the difference between Engineer's Estimate and bid pricing. The net difference in this item was approximately \$2.5 million. Based on dimension and depth of pile; bidders considered this to be a high-risk item and prices were elevated to cover the risk.

Based on the bid amount being over double the Engineer's estimate, we recommend the City of Des Moines consider rejecting the bid and consider options for rebidding the project at a future time.

Lacey Office
 8729 Commerce Place Dr. NE, Suite A
 Lacey, WA 98516
 (360) 357-8289
 (360) 357-8225 Fax

Seattle Office
 2127 5th Avenue
 Seattle, WA 98121
 (206) 623-9646
 (206) 623-9658 Fax

Beaverton Office
 4800 SW Griffith Drive, Suite 255
 Beaverton, OR 97005
 (503) 227-1355
 (503) 227-1468 Fax

Missoula Office
 225 West Front Street
 Missoula, MT 59802
 406.924.4787

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: South Sound Boating Season Opening
Day Proclamation


FOR AGENDA OF: April 25, 2024

DEPT. OF ORIGIN: Administration

ATTACHMENTS:
1. Proclamation

DATE SUBMITTED: April 18, 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 the official opening of the 2024 South Sound Opening Day of Boating Season.

Suggested Motion

Motion: "I move to approve the Proclamation recognizing the official opening of the South Sound Boating season on May 11, 2024."

Background

The Des Moines Yacht Club annually hosts the South Sound Opening Day of Boating Season ceremony which gathers the many south Puget Sound yacht clubs, along with Des Moines residents and their surrounding neighboring communities to participate and enjoy this ceremony. The Des Moines Yacht Club has hosted an opening ceremony for over 50 years. The Des Moines Yacht Clubs present and past Commodores, and visiting Commodores from other South Puget Sound Yacht Clubs, participate in this annual celebration.

This ceremony advocates for safe enjoyment of boating and as such, recognizes and supports the upcoming National Safe Boating Week (May 18 through 24). The ceremony also promotes the Des Moines waterfront amenities serving the Pacific Northwest boating community.



City of Des Moines

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



Proclamation

WHEREAS, The City of Des Moines wishes to recognize and celebrate the 2024 South Sound Opening Day of Boating Season; and

WHEREAS, The Des Moines Yacht Club annually hosts the South Sound Opening Day of Boating Season ceremony which gathers the many south Puget Sound yacht clubs, along with Des Moines residents and their surrounding neighboring communities to participate and enjoy this ceremony; and

WHEREAS, This ceremony advocates for safe enjoyment of boating and as such, recognizes and supports the upcoming National Safe Boating Week (May 18 through 24); and

WHEREAS, This ceremony promotes the Des Moines waterfront amenities serving the Pacific Northwest boating community.

NOW THEREFORE, THE DES MOINES COUNCIL HEREBY PROCLAIMS May 11, 2024 as this year's

South Sound Opening Day of Boating Season

and urges all residents to join them in this recognition.

SIGNED this day 25th day of April, 2024

Traci Buxton, Mayor

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: City Manager Recruitment

FOR AGENDA OF: April 25, 2024

DEPT. OF ORIGIN: Human Resources

DATE SUBMITTED: April 18, 2024

ATTACHMENTS:

1. Draft City Position Profile
2. Proposed Draft Timeline

CLEARANCES:

- City Clerk _____
- Community Development _____
- Courts _____
- Emergency Management _____
- Finance _____
- Human Resources *AJ*
- 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 agenda item is for the City Council to review and approve the remaining items needed to advance the City Manager recruitment forward from the recruitment preparation phase to the posting/listing phase. This includes reviewing and accepting the "City Position Profile," selecting an advertising recruitment brochure template, deciding on a proposed timeline for recruitment, and determining the direction for scheduling the next meeting with Dave Tuan, the SGR consultant.

Motion

Motion 1 None

Background

On November 9, 2023, the Council transitioned former City Manager Michael Matthias to Interim Chief Economic Director and appointed Tim George as the Interim City Manager. The Council indicated they would like to retain an executive search recruitment firm to recruit the new City Manager. The RFP was released on January 19, 2024, to solicit bids from these specialized vendors. The City received six (6) responses. On March 7, 2024, the Council was provided information regarding the vendors' references and an overview of the selection process. On March 14, 2024, the City Council voted to retain the services of SGR. SGR has assigned Dave Tuan to facilitate the City's hiring process.

Discussion

The Council has taken several actions since selecting SGR as the recruitment firm to conduct the City Manager recruitment. They have reviewed and updated the City Manager Job Description and approved a new salary schedule to include creating a hiring range. They have participated and/or have been scheduled for a "Listening Session" with the consultant to provide individual feedback based on the following questions:

1. What are your top 2 priorities or projects for the next city manager?
2. What goal(s) would you like to see accomplished by the next city manager in their first year
3. What are some of the key characteristics or qualities you would like to see in the next city manager?

The Council is now tasked with reviewing and approving the "City Position Profile," selecting their preferred recruitment brochure template, and adopting the proposed timeline for the City Manager recruitment. Additionally, the Council will want to consider when they would like to have their next meeting with the consultant. The City recommends the Council schedule this for May 2, 2024, and consider having Mr. Tuan onsite rather than Zoom. The Council will need to determine if they want to use one of two visits that are covered in our agreement with SGR.



CLIENT INFORMATION FOR POSITION PROFILE BROCHURE

A critical part of a successful executive search is the position profile brochure. Provision of the below information will assist us in creating a comprehensive and informative position profile for prospective candidates. **Please complete the information below and return this form and the documents/files requested on the last page using the provided upload link.**

Organization Name: City of Des Moines

City: Des Moines

County: King

State: Washington

Exact Title of Position Being Recruited: City Manager

Annual Salary Range for Position: CM24 Salary Range: \$218,577.91 to \$276,759.91 Hiring Range: \$218,577.91 to \$253,

Is residency within City limits required? (If yes, within how many days/months of employment?): TBD

Does the organization participate in Veteran's Preference hiring practices?: No

Motto or Tag Line: The Waterland City

A brief history of the community:

In the early days of Des Moines, the land was cultivated by Coast Salish Tribes who relied on the streams for catching spawning salmon and clam digging, fostering a deep connection with the land and its resources. In 1867, the first homestead claim was granted to John Moore, and the town was granted the first platted homestead in 1872. The town was named after the Des Moines Improvement Company, which was hired to plat the land. In 1890, the Des Moines News described the city as "The best and most prosperous city of Puget Sound." Des Moines was incorporated in June 1959, with two paid employees, a City Manager and Police Chief. During the 1980's Des Moines was the third fastest growing city in King County, most growth occurred through annexations. The grand opening of the Des Moines Marina took place on May 10, 1970 and is a full service Marina on the majestic Puget Sound.

COMMUNITY INFORMATION

Demographics

- Population: 32,408 (2022)
- Size in square miles: 6.3 miles long and 2.1 wide covering 4,340 acres
- Population of County and greater metro area:
 - King County – 2,277,449
 - Seattle Metro – 3,549,000

- Median household income: \$81,362 (as of 2/2024)
- Average home value/price: \$525,000 (as of 2/2024)

Quality of Life

- List of annual festivals, events, and celebrations:
 - Des Moines Waterfront Farmers Market
 - Spring Wine & Art Walk
 - Waterland Festival Weekend (Parade, kids events, and Wheels and Keels Car and Boat Show)
 - Waterland Trick-or-Treat Path
 - City of Des Moines Trunk or Treat
 - Holiday Tree Lighting Ceremony
 - Burning Boat New Year's Eve Festival
 - Polar Bear Plunge
 - Eggstravaganza
 - Waterland Fourth of July fireworks show
 - Waterland Wheels & Keels Car Show
 - Summer Concerts at the Beach Park
 - Blues and Brews Festival
 - Des Moines Creek Park Run (weekly)
- Tourist attractions, cultural arts, museums, zoos, amusement parks, etc.:
 - Des Moines Marina
 - Saltwater State Park
 - Des Moines Creek Trail
 - Walking Art Display
 - MaST Center Aquarium
 - SeaLife Response, Rehab, and Research (SR3)
 - Des Moines History Museum
 - Waterland Arcade
- Professional sports:
 - Seattle Mariners
 - Seattle Seahawks
 - Seattle Kraken
 - Seattle Thunderbirds
 - Seattle Storm
 - Seattle Reign FC
 - Seattle Sounders FC
 - Seattle Seawolves (rugby)
 - Tacoma Rainiers
- Notable shopping: Dive 8, Marina Mercantile, Westfield Southcenter, Kent Station
- Notable restaurants/dining/nightlife: via Marina, Anthony's Homeport, Quarterdeck, Creole Soul, Auntie Irene's Coffee and Ice Cream
- Notable medical facilities: UW Medical Clinic, Seattle Children's Clinic, Virginia Mason/Franciscan Medical Clinic
- What makes the community special?
- Why should candidates want to live here?

Transportation

- Accessibility (major interstates, highways, roadways): I-5, Hwy 509, Hwy 518, Hwy 99
- Airports: SeaTac
- Rail/Light Rail: Sound Transit Light Rail
- Ports: Port of Seattle
- Transit: King County Metro

Economic Vitality

- Major Employers (up to 10): Highline Public Schools, Highline College, City of Des Moines, Federal Aviation Administration’s Northwest Mountain Headquarters, South Correctional Entity (SCORE) Jail, Wesley Homes and Judson Park Retirement Communities, Outdoor Research, Bartell’s Distribution Center
- High profile major development projects underway or recently completed: Des Moines Marina Steps project, Highway 509 Puget Sound Gateway project with DOT, Sound Transit Link Light Rail Extension project, City Parks Equipment Improvement Program, Rebuilding the City of Des Moines Marina Bulkhead, Landside and Water Redevelopment, Reconstruction of the Redondo Fishing Pier
- Growth trends: The City of Des Moines and South King County in general, benefit from challenges associated with economic development in Seattle and the cost of development on the East side (Bellevue, Redmond, Kirkland, et al). Des Moines demographic trajectory includes significant growth in younger families with children and that reflects an increase in diversity. Significant capital improvements in roadways (for example, the Gateway project expanding State route 509) and the Sound Transit light rail Federal Way Link Extension (expanding service to Des Moines) are a reflection of the demographic growth the City is undergoing. The City has focused on diversifying the local economy, the recently developed Des Moines Creek Business Park created approximately 3 million square feet of new light industrial and office bringing approximately 3500 new jobs to the City. At the same time, the City is implementing the Marina Steps project to link the Marina to the downtown. With an emphasis on sustainability, the City has created multi-modal transportation options including community shuttle access to connect the light rail to the City and pilot ferry service to connect Seattle with Des Moines and Sea-Tac International Airport. Currently, the City is planning to develop an innovation zone focused on assisting small business development, and job creation in that sector.

Education

- Names of school districts, grades served, and total enrollment:

Highline Public Schools – K – 12th grade – 18,077 students

Highline Schools located in Des Moines City Limits

Des Moines Elementary	K – 5
Midway Elementary	K – 5
North Hill Elementary	K – 5
Parkside Elementary	K – 5
Pacific Middle School	6 – 8
Mount Rainier High School	9 – 12
Maritime High School	9 – 12

Federal Way Public Schools – K-12th grade – 21,000 students

Federal Way Schools located in Des Moines City Limits

Woodmont Elementary K – 8

- Names of private or parochial schools:

Holy Trinity Lutheran School Pre-K – 8
St. Philomena Catholic School Pre-K – 8
Why Not You Academy (Bezos Academy) 9 – 12

- Names of colleges and universities located within city/county or nearby:

Highline College
Central Washington University – Des Moines Campus

ORGANIZATION INFORMATION

Political Leadership

- Type of government: City Manager
- Number of Council Members including Mayor: 7
- Elected by single-member districts/wards or at large: At Large
- Length of terms: 4 years
- Term limits: None
- Positions that are appointed and/or confirmed by the governing body: 2 – City Manager and Municipal Judge

Organization

- Total fiscal year budget: \$106.8 Million
- Ad valorem tax rate: \$0.90 per \$1,000 of assessed value
- Total number of employees: 144 (FTEs) 20 (Extra-Hires & Limited Term)
- Major awards recently received (last 5 years):
 - Washington City/County Management Association Sustainability Program for Innovation in Local Government – August 2023
 - Des Moines Police Department Accreditation by the Washington Association of Sheriffs' & Police Chiefs 2009 – 2023 (Note: Less than 25% of the Police Departments in WA State are accredited agencies, and less than 1% for the entire country.)
 - Government Finance Officers Association (GFOA) Award - 2017, 2018, 2019, 2020, 2021
 - City Clerk of the Year – Bonnie Wilkins 2021
 - Livable Communities Award – Stormfest for Excellence in Creating Livable Communities: Local Government Excellence 2019
 - APWA and ACEC Project of the Year Awards for the Saltwater Seismic Retrofit Project
 - APWA Project of the Year Award for the Redondo Boardwalk Replacement Project
 - ACEC Project of the Year Award for the North Marina Bulkhead and Restroom Replacement Project

- Major projects underway or recently completed (i.e. new city hall):
 - Highway 509 Puget Sound Gateway Project with the DOT.
 - [The Des Moines Marina Steps Project.](#)
 - Sound Transit Link Light Rail Extension Project.
 - City Parks Equipment Improvement Program.
 - [Rebuilding the City of Des Moines Marina Bulkhead, Landside and Water Redevelopment.](#)
 - Reconstruction of the Redondo Fishing Pier.

~~• City Manager's background including the number of years with the organization:~~

Mission, Vision, Values, Goals

- Please list for inclusion in the brochure:
 - **Vision:**
An inviting, livable, safe waterfront community embracing change for the future while preserving our past.
 - **Mission Statement:**
We protect, preserve, promote and improve the community by providing leadership and services reflecting the pride and values of Des Moines citizens.

DEPARTMENT INFORMATION (IF APPLICABLE)

- Description of services provided by the department:
- Total annual departmental budget: \$2.5 Million
- Organizational Chart: Will upload as a separate file
- ~~• Number of employees:~~
- ~~• Breakdown of divisions and responsibilities:~~
- ~~• Department goals and objectives:~~
- Mission, vision, values:
 - **Vision:**
An inviting, livable, safe waterfront community embracing change for the future while preserving our past.
 - **Mission Statement:**
We protect, preserve, promote and improve the community by providing leadership and services reflecting the pride and values of Des Moines citizens.
- Performance measures:
- Description of any boards or commissions and relationship to the department:
Washington City/County Manager Association (WCMA), Highline Forum, SCORE Admin Committee, START
- Any department Initiatives that should be highlighted in the brochure:
- Any services provided that are not typically provided by such a department City: Marina, In-House Police, Municipal Court

POSITION INFORMATION

- Job Description (please upload as a separate document) See JD provided
- Required education, qualifications, certifications, licenses: On JD
- Preferred education, qualifications, certifications, licenses: On JD

- Required work experience for the position (number of years): On JD
- Preferred work experience (number of years): On JD
- To whom does this position directly report: City Council
- Titles of reporting relationships to this position: See Org Chart

BENEFITS

- Types of insurance provided: Medical, Dental, Vision
- Leave/PTO: See 2024 Benefits Summary
- Car/Phone/Technology allowances: Negotiable
- Retirement plans including the name of the plan, employee contribution, and employer matching rate: Negotiable
- Wellness center, daycare, gym, clinic, etc. specifically for employees, flexible schedule, etc.: Currently offers flexible schedule

ADDITIONAL INFORMATION NEEDED

Website Links

- Organization website: <https://www.desmoineswa.gov>
- Department page (if available): https://www.desmoineswa.gov/departments/city_manager
- Economic development website: https://www.desmoineswa.gov/doing_business/economic_development
- Chamber of Commerce website:
- CVB website:
- Promotional video link: <https://youtu.be/k8B7HRe9sjs>

Social Media Tags and Links to platforms

- Facebook: <https://www.facebook.com/CityOfDesMoinesWashington/>
- Twitter:
- Instagram:
- LinkedIn:
- YouTube: <https://desmoines.civicweb.net/Portal/Video.aspx>
- Nextdoor:
- TikTok:

DOCUMENTS AND PHOTOS NEEDED

Please provide a variety of at least 25 high-resolution, quality photos and logos that you want to be used in your brochure and other marketing materials. Any smartphone is capable of taking photos that are more than adequate for our design team to use. Don't be afraid to stage photos of office work, recreational activities, and community members! *The more photos submitted for use during profile development, the more unique and representative of your community your marketing materials will be!*

If there are specific photos that you want to be used on the cover of the brochure or visible in other prominent places, please make note of that when providing or uploading photos by renaming the photos to indicate their preferred use (ex. "CoverPhoto").

NOTE: Photo credits within the brochure are available upon request if the artist's name is included with the uploaded photo (ie: Photo by John Doe).

- **City Logo (high resolution with branding/size requirements and approved colors)**
- **Department Logo (if available)**
- **Photo for use on the cover of brochure**
- **6-8 photos of City facilities/landmarks, including:**
 - City Hall building(s)
 - Parks and recreational areas
 - Tourist attractions
 - Welcome signage for entering City limits (if available)
 - Community landscape photos (at sunrise, sunset, or other eye-catching times)
- **6-8 people photos, such as:**
 - Citizens enjoying a City service or recreational area
 - City employees performing job-specific tasks (ex. Public works employees working on a project, law enforcement interacting with the community, IT team members using technology, etc.)
 - Citizens/employees with their pets
- **6-8 photos of special events, such as:**
 - Concerts
 - Art exhibitions
 - Community picnics
- **Any other photos of interest**

City Council's City Manager Recruitment Proposed Timeline SGR Approach and Methodology

A full-service recruitment typically entails the following steps:

1. **April 30, 2024 -Organization/Position Insight and Analysis –**
 - Project Kickoff Meeting and Develop Anticipated Timeline
 - Stakeholder Interviews and Listening Sessions
 - Develop Recruitment Brochure
2. **May 14, 2024 (opens for apps)Recruitment Campaign and Outreach to Prospective Applicants**
 - Advertising and Marketing
 - Communication with Prospective Applicants
 - Communication with Active Applicants
3. **June 30, 2024 (closes for apps)-Initial Screening and Review by Executive Recruiter**
4. **July 11, 2024-Search Committee Briefing to Review Applicant Pool and Select Semifinalists**
5. **July 12-July 19, 2024 -Evaluation of Semifinalists**
 - Written Questionnaires
 - Recorded One-Way Semifinalist Interviews
 - Media Searches - Stage 1, as described below
6. **July 25, 2024 - Search Committee Briefing to Select Finalists –**
7. **July 26, 2024 -Evaluation of Finalists-**
 - Comprehensive Media Searches - Stage 2, as described below
 - Background Investigation Reports
 - DiSC Management Assessments (if desired, supplemental cost)
 - First Year Plan or Other Advanced Exercise
 - Press Release Announcing Finalists (if requested)
8. **August 26, 2024 (week of) Interview Process –**
 - Face-to-Face Interviews
 - Stakeholder Engagement (if desired)
 - Deliberations
 - Reference Checks (may occur earlier in process) (Aug 5 – Aug 26)
9. **September 5, 2024-Negotiations and Hiring Process –**
 - Determine Terms of an Employment Offer
 - Negotiate Terms and Conditions of Employment
 - Press Release Announcing New Hire (if requested)

Start Date- October 1, 2024 or later

Step 1: Organization/Position Insight and Analysis

Project Kickoff Meeting and Develop Anticipated Timeline

SGR will meet with the organization at the outset of the project to discuss the recruitment strategy and timeline. At this time, SGR will also request that the organization provide us with photos and information on the community, organization, and position to assist us in drafting the recruitment brochure.

Stakeholder Interviews and Listening Sessions

Stakeholder interviews and listening sessions are integral to SGR's approach. SGR devotes tremendous energy to understanding your organization's unique culture, environment, and goals to ensure you get the right match for your specific needs. Obtaining a deep understanding your organizational needs is the crucial foundation for a successful executive recruitment. In collaboration with the organization, SGR will compile a list of internal and external stakeholders to meet with regarding the position. These interviews and listening sessions will identify potential issues that may affect the dynamics of the recruitment and contribute to a comprehensive understanding of the position, special considerations, and the political environment. This process fosters organizational buy-in and will assist us in creating the position profile.

Develop Recruitment Brochure

After the stakeholder meetings, SGR will develop a recruitment brochure, which will be reviewed and revised in partnership with your organization until we are in agreement that it accurately represents the sought-after leadership and management attributes.

To view sample recruitment brochures, please visit:

<https://sgr.pub/OpenRecruitments>

Step 2: Recruitment Campaign and Outreach to Prospective Applicants

Advertising and Marketing

The Executive Recruiter and the client work together to determine the best ways to advertise and recruit for the position. SGR's Servant Leadership e-newsletter, with a reach of over 40,000 subscribers in all 50 states, will announce your position. Additionally, we will send targeted emails to opt-in subscribers of SGR's Job Alerts, and your position will be posted on SGR's website and Job Board. SGR provides a comprehensive social media marketing campaign that includes custom-made graphics and distribution on SGR's LinkedIn page. Furthermore, we will provide a recommended list of ad placements to be approved by the client, targeting the most effective venues for reaching qualified candidates for that particular position.

Communication with Prospective Applicants

SGR maintains regular communication with interested prospects throughout the recruitment process. Outstanding candidates often conduct thorough research on the available position before submitting their resumes.

As a result, we receive a significant number of inquiries, and it is crucial for the executive search firm to be well-prepared to respond promptly, accurately, and comprehensively, while also offering a warm and personalized approach. This initial interaction is where prospective candidates form their first impression of the organization, and it is an area in which SGR excels.

Communication with Active Applicants

Handling the flow of resumes is an ongoing and significant process. On the front end, it involves tracking resumes and promptly acknowledging their receipt. It also involves timely and personalized responses to any questions or inquiries. SGR maintains frequent communication with applicants to ensure they remain enthusiastic and well-informed about the opportunity. Additionally, SGR communicates with active applicants, keeping them informed about the organization and community.

Step 3: Initial Screening and Review by Executive Recruiter

SGR uses a triage process to identify high-probability, medium-probability, and low-probability candidates. This triage ranking is focused on overall assessment based on interaction with the applicant, qualifications, any known issues concerning previous work experience, and evaluation of cultural fit with the organization.

In contrast with the triage process mentioned above, which focuses on subjective assessment of the resumes and how the candidates present themselves, we also evaluate each candidate to ensure that the minimum requirements of the position are met and determine which preferred requirements are satisfied. This sifting process examines how well candidates' applications align with the recruitment criteria outlined in the position profile.

Step 4: Search Committee Briefing to Review Applicant Pool and Select Semifinalists

At this briefing, SGR will conduct a comprehensive presentation to the Search Committee and facilitate the selection of semifinalists. The presentation will include summary information on the process to date, outreach efforts, the candidate pool demographics, and any identified trends or issues. Additionally, a briefing on each candidate and their credentials will be provided.

Step 5: Evaluation of Semifinalists

The review of resumes is a crucial step in the executive recruitment process. However, resumes may not fully reveal an individual's personal qualities and their ability to collaborate effectively with others. In some instances, resumes might also tend to exaggerate or inflate accomplishments and experience.

At SGR, we understand the significance of going beyond the surface level of a resume to ensure that candidates who progress in the recruitment process are truly qualified for the position and a suitable match for the organization. Our focus is to delve deeper and gain a comprehensive understanding of the person behind the resume, identifying the qualities that make them an outstanding prospect for your organization.

During the evaluation of semifinalist candidates, we take the initiative to follow up when necessary, seeking clarifications or additional information as needed. This approach ensures that we present you with the most qualified and suitable candidates for your unique requirements. At SGR, our ultimate goal is to match your organization with individuals who possess not only the necessary qualifications but also the qualities that align with your organizational culture and values.

Written Questionnaires

As part of our thorough evaluation process, SGR will request semifinalist candidates to complete a comprehensive written exercise. This exercise is designed to gain deeper insight into the candidates' thought processes and communication styles. Our written instrument is customized based on the priorities identified by the Search Committee. The completed written instrument, along with cover letters and resumes submitted by the candidates, will be included in the semifinalist briefing book.

Recorded One-Way Semifinalist Interviews

Recorded one-way interviews will be conducted for semifinalist candidates. This approach provides an efficient and cost-effective way to gain additional insights to aid in selecting finalists to invite for an onsite interview. The interviews allow the Search Committee to evaluate technological competence, demeanor, verbal communication skills, and on-camera presence. Additionally, virtual interviews provide an opportunity for the Search Committee to ask candidates questions on specific topics of special interest.

Media Searches - Stage 1

"Stage 1" of our media search process involves the use of the web-based interface Nexis Diligence™. This platform is an aggregated subscription-based platform that allows access to global news, business, legal, and regulatory content. These media reports at the semifinalist stage have proven helpful by uncovering issues that may not have been previously disclosed by prospective candidates. The recruiter will communicate any "red flags" or noteworthy media coverage to the Search Committee as part of the review of semifinalists with the Search Committee.

Step 6: Search Committee Briefing to Select Finalists

Prior to this briefing, SGR will provide the Search Committee with a briefing book on the semifinalist candidates via an electronic link. The briefing book includes cover letters, resumes, and completed questionnaires.

If applicable, a separate email with the link to view the recorded online interviews is sent to the Search Committee. The objective of this meeting is to narrow the list to finalists who will be invited to participate in onsite interviews.

Step 7: Evaluation of Finalists

Comprehensive Media Searches - Stage 2

“Stage 2” of our media search process includes the web-based interface Nexis Diligence™, supplemented by Google as an additional tool. By combining both resources, we offer an enhanced due diligence process to our clients, enabling efficient and thorough vetting of candidates and minimizing the risk of overlooking critical information. The Stage 2 media search consists of a more complex search, encompassing social media platforms, and has proven to be instrumental in identifying potential adverse news about the candidate that may not have been disclosed previously. The media search provides the Search Committee with an overview of the candidate’s press coverage throughout their career. View a sample media report at: <https://sgr.pub/SGRMediaReport>.

Background Investigation Reports

Through SGR’s partnership with a licensed private investigation firm, we are able to provide our clients with comprehensive background screening reports that include the detailed information listed below. View a sample background report at: <https://sgr.pub/SGRBackgroundReport>.

- Social security number trace
- Address history
- Driving record (MVR)
- Federal criminal search
- National criminal search
- Global homeland security search
- Sex offender registry search
- State criminal court search for states where candidate has lived in previous 10 years
- County wants and warrants for counties where candidate has lived or worked in previous 10 years
- County civil and criminal search for counties where candidate has lived or worked in previous 10 years
- Education verification
- Employment verification for previous 10 years (if requested)
- Military verification (if requested)
- Credit report (if requested)

DiSC Management Assessments (if desired, supplemental cost)

SGR utilizes the DiSC Management assessment tool, which is among the most validated and reliable personal assessment tools available. The DiSC Management assessment provides a comprehensive analysis and report on the candidate’s preferences in five crucial areas: management style, directing and delegating, motivation, development of others, and working with their own manager. View a sample report at: <https://sgr.pub/SGRDiSCReport>.

For assessments of more than two candidates, a DiSC Management Comparison Report is included, offering a side-by-side view of each candidate's preferred management style. View a sample comparison report at: <https://sgr.pub/SGRDiSCCompare>.

First-Year Plan or Other Advanced Exercise

SGR will collaborate with your organization, if desired, to create an advanced exercise for the finalist candidates. One such example is a First-Year Plan, where finalist candidates are encouraged to develop a first-year plan based on their current understanding of the position's opportunities and challenges. Other exercises, such as a brief presentation on a topic to be identified by the Recruiter and Search Committee, are also typically part of the onsite interview process to assess finalists' communication and presentation skills, as well as critical analysis abilities.

Step 8: Interview Process

Face-to-Face Interviews

SGR will arrange interviews at a date and time convenient for your organization. This process can be as straightforward or as elaborate as your organization desires. SGR will aid in determining the specifics and assist in developing the interview schedule and timeline. We will provide sample interview questions and participate throughout the process to ensure it runs smoothly and efficiently.

Stakeholder Engagement

At the discretion of the Search Committee, we will closely collaborate with your organization to involve community stakeholders in the interview process. Our recommendation is to design a specific stakeholder engagement process after gaining deeper insights into the organization and the community. As different communities require distinct approaches, we will work together to develop a tailored approach that addresses the unique needs of the organization.

Deliberations

SGR will facilitate a discussion about the finalist interviews and support the Search Committee in making a hiring decision or determining whether to invite one or more candidates for a second interview.

Reference Checks

SGR uses a progressive and adaptive automated reference check system to provide insights on candidates' soft skills from a well-rounded group of references. References may include elected officials, direct supervisors, direct reports, internal organizational peers, professional peers in other organizations, and civic leaders. SGR's reference check platform is anonymous, proven to encourage more candid and truthful responses, thus providing organizations with more meaningful and insightful information on candidates. SGR delivers a written summary report to the organization once all reference checks are completed. The timing of reference checks may vary depending on the specific search process and situation. If finalists' names are made public prior to interviews, SGR will typically contact references before the interview process. If the finalists' names are not made public prior to interviews, SGR may wait until the organization has selected its top candidate before contacting references to protect candidate confidentiality.

Step 9: Negotiations and Hiring Process

Determine Terms of an Employment Offer

Upon request, SGR will provide draft employment agreement language and other helpful information to aid in determining an appropriate offer to extend to your preferred candidate.

Negotiate Terms and Conditions of Employment

SGR will assist to whatever degree you deem appropriate in conducting negotiations with the chosen candidate. SGR will identify and address any special needs or concerns of the selected candidate, including potential complicating factors. With our experience and preparedness, SGR is equipped to facilitate win-win solutions to resolve negotiation challenges.

Press Release (if requested)

Until employment negotiations are finalized, you should exercise caution to avoid the embarrassment of a premature announcement that may not materialize. It is also considered best practice to notify all senior staff and unsuccessful candidates before any media exposure. SGR will assist in coordinating this process and in crafting any necessary announcements or press releases.

Satisfaction Surveys

SGR is committed to following the golden rule, which means providing prompt, professional and excellent communication while always treating every client with honor, dignity and respect. We request clients and candidates to participate in a brief and confidential survey after the completion of the recruitment process. This valuable feedback assists us in our ongoing efforts to improve our processes and adapt to the changing needs of the workforce.

Post-Hire Services

We offer post-hire services, such as executive coaching, team-building retreats, and performance review assistance at the six-month or one-year mark. For more information or to request a customized proposal, please visit <https://www.governmentresource.com/leadership-development-training-resources>.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Property Tax Levy Lid Lift

FOR AGENDA OF: April 25, 2024

ATTACHMENTS:

- 1. Draft Ordinance No. 24-020
- 2. Draft Ordinance No. 24-028

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: April 18, 2024

CLEARANCES:

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this Agenda Item is for the City Council to consider Draft Ordinance 24-020 relating to approval of placing a ballot measure for a property tax levy lid lift on the ballot in August 2024. The City Council can also consider Draft Ordinance 24-028 placing a ballot measure for a property tax levy lid lift on the ballot in November 2024 should the measure fail in August.

Suggested Motion

Motion 1: “I move 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.”

Motion 2 (optional): “I move 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.”

Background

The post-COVID economic environment has proved to be challenging for municipalities. Costs have risen due to inflation and increased labor costs. For the City of Des Moines, revenue has not kept pace with expenditures. General Fund expenditures increased 6% in 2022 and another 13% in 2023. This is not unique to Des Moines but is a nationwide problem for both public and private entities alike. One obstacle to revenue keeping pace with expenditures is that the City's largest revenue source is property tax, which is statutorily limited to a 1% annual increase.

As the Municipal Research and Services Center (MRSC) states, "The 101% limit obviously restricts revenue growth, especially for jurisdictions that are heavily dependent on property taxes and whose costs are increasing more than 1% per year due to inflation, salary and benefits costs, and other factors."

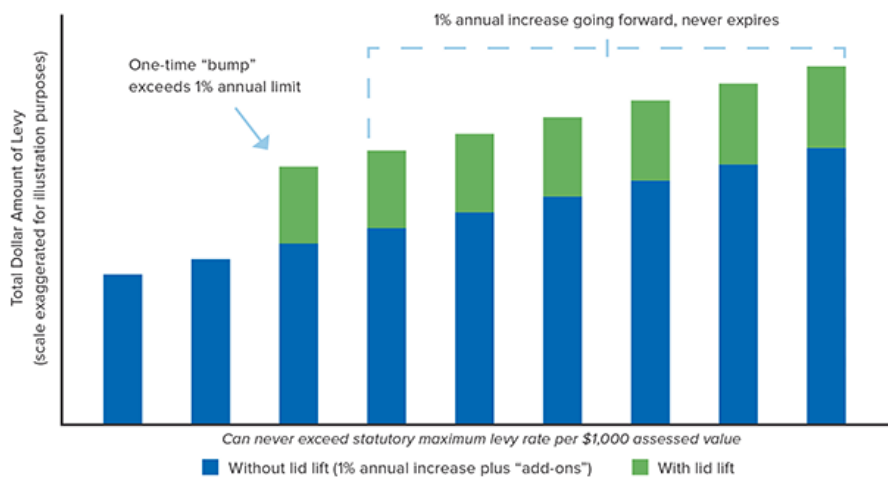
One way the City can increase revenue would be a property tax levy lid lift. Taxing jurisdictions can place a measure on the ballot to increase a property tax levy more than the statutory limit of 1% per year; this is a "levy lid lift". A simple majority is required to pass a ballot measure.

What is a Levy Lid Lift?

A taxing jurisdiction that is collecting less than its maximum statutory levy rate may ask a simple majority of voters to "lift" the total levy amount collected from current assessed valuation by more than 1% ([RCW 84.55.050](#) – also see [WAC 458-19-045](#), which provides a better understanding of the process than the statute). The new levy rate cannot exceed the maximum statutory rate.

The attached draft ordinance would enable a single-year lid lift, which would allow a taxing district to exceed the 1% annual limit for one year only, and then future increases are limited to 1% (or inflation) for the remainder of the levy.

SINGLE-YEAR PERMANENT LEVY LID LIFT



With a permanent single-year lid lift, the levy lid bumps up more than 1% in the first year, and then that amount is used to calculate all future 101% levy limitations. The measure never expires and the levy lid never reverts. However, future annual increases may not exceed 1% without going to the voters for another lid lift.

Discussion

Pursuant to the draft ordinance, the purpose of the proposed Property Tax Levy Lid Lift is to generate revenue to pay for public safety costs. The use of these funds would be restricted to retaining existing police positions, adding additional police and public safety positions, public safety related capital purchases like police vehicles, and other costs related to public safety such as court and jail costs.

Specifically, the funding could be used for:

- Add four new patrol officer positions,
- Retaining two current patrol officer positions,
- Make permanent and retain two limited-term patrol officer positions originally funded by the American Rescue Plan Act (ARPA),
- Make permanent and retain a limited-term crisis response officer originally funded by the American Rescue Plan Act (ARPA),
- Make permanent and retain a limited-term Crime Analyst position,
- Fund public safety capital needs (police vehicles),
- Add a code enforcement officer,
- Pay for increased use of SCORE jail services and Municipal Court

Cost Analysis

The average cost of a patrol officer for the City of Des Moines, including salary, benefits, training and equipment is \$215,000 per year. Therefore, adding four new officers would cost approximately \$860,000 per year. Retaining the two officers originally funded through the American Rescue Plan Act (ARPA) would cost an estimated \$430,000 annually. Retaining an additional two officers positions would cost another \$430,000.

Other current positions to be retained include a crisis response officer (\$135,000) and a crime analyst (\$120,000).

Effective police operations also includes capital requirements including the replacement of police vehicles. Some funds from a property tax levy lid lift could be used to help meet these needs.

In 2024, the City will pay the SCORE jail \$1,015,656; an amount that exceeds the City's budgeted expenditure by \$265,656. As the City would increase jail usage with the addition of new patrol officers, a budget increase of \$300,000 is recommended.

The below schedule summarizes an updated cost to be potentially funded by a property tax levy lid lift.

Item	Amount
Add Patrol Officers (4)	\$860,000
Retain Patrol Officers (2)	430,000
Retain Limited-Term ARPA-funded Patrol Officers (2)	430,000
Retain Limited-Term ARPA-fudned Crisis Response Specialist	135,000
Add Code Enforcement Officer	140,000
Retain Limited-Term Crime Analyst	120,000
Public Safety Capital needs	200,000
SCORE jail cost increase	300,000
Additional Court staff	200,000
TOTAL	\$2,815,000

A rate of \$1.40 per \$1,000 of assessed value would have increased the 2024 property tax levy by \$3,078,481. A rate of \$1.40 per \$1,000/AV could potentially raise revenue in the range the City would need to fund the costs above.

Impact to Property Tax Payer

Below is a comparison of a property tax bill with the 2024 levy rate of \$.90262 per \$1,000/AV and the recommended levy lid lift rate of \$1.40 per \$1,000/AV.

Property Value	Property Tax		Increase
	\$.90262 Rate	\$1.40 Rate	
\$ 400,000	\$ 361	\$ 560	\$ 199
\$ 600,000	\$ 542	\$ 840	\$ 298
\$ 800,000	\$ 722	\$ 1,120	\$ 398
\$ 1,000,000	\$ 903	\$ 1,400	\$ 497
\$ 1,200,000	\$ 1,083	\$ 1,680	\$ 597
\$ 1,400,000	\$ 1,264	\$ 1,960	\$ 696
\$ 1,600,000	\$ 1,444	\$ 2,240	\$ 796

Elections – Draft Ordinance No. 24-020 vs. Draft Ordinance No. 24-028

Placing a ballot measure on the ballot for the August Primary Election (August 6, 2024) would provide direction for the City’s 2025/2026 budget process. The City’s budget is due to the City Clerk on October 1, 2024. Placing the measure before voters in August would also reduce the competition for attention compared to the November General Election. The filing deadline for the August Primary Election is May 3, 2024. Approval of Draft Ordinance No. 24-020 would place the ballot measure on the August 6 ballot.

In discussions with other agencies that rely on voter approved ballot measures for funding, a recommendation was made to prepare a second ordinance for the November election. This is a common practice for agencies to do in order to ensure a second opportunity to secure approval of a lid lift or levy when vital public services are at stake. Because the deadline to file for the November ballot is the same day as the August Primary (August 6), the City cannot wait for the results of the August election to

make a decision about whether to file again for November. Placing an identical public safety lid lift on the November ballot requires the adoption of a separate ordinance by the City Council (Draft Ordinance No. 24-028) and it would be withdrawn from the ballot if the August lid lift were successful.

Financial Impact

Placing this lid lift on a ballot would cost the City between \$42,000 and \$62,000. The City would also pay around \$2,000 for fees related to the voter’s pamphlet.

The levy lid lift could potentially increase funding for current and additional public safety between \$2.5 million and \$3 million depending on the City’s assessed valuation.

Recommendation

Staff recommends approval of a ballot measure for the August Primary election for a single-year, permanent levy lid lift with a rate of \$1.40 per \$1,000/AV in year 1. The filing deadline for the August election is May 3, 2024.

CITY COUNCIL'S SECOND DRAFT 04/18/2024

DRAFT ORDINANCE NO. 24-020

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to regular property taxes; providing for the submission to the qualified electors of the City at a special election held in conjunction with the state primary election on August 6, 2024, of a proposition authorizing the City to levy regular property taxes in excess of the limitations of chapter 84.55 RCW; setting forth the text of the ballot proposition; directing proper City officials to take necessary actions; and providing for other properly related matters.

WHEREAS, the City's primary source of revenue is property taxes and the City Council has determined that it is essential and necessary for the public health, safety and welfare to submit to the voters a proposition to increase the regular property tax to support the retention of existing public safety service levels, and an increase in public safety staffing/services levels and related costs, and

WHEREAS, the City Council has determined that the revenues that will be available to the City in calendar year 2025 and beyond will be insufficient to provide for the existing levels of public safety services or the public safety service levels currently desired by the community, and has therefore determined to submit this levy lid lift proposition to the voters for their approval or rejection; now therefore,

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

Sec. 1. Finding. Each and every of the findings expressed in the recitals to this ordinance are hereby adopted and incorporated by reference.

Sec. 2. Calling of Election. The City Council finds that it is in the best interests of the City and its residents to submit to the qualified voters of the City, at an election held on August 6, 2024, in conjunction with the state primary election, a proposition authorizing the City to increase its regular property tax levy for collection in 2025 by an amount greater than otherwise permitted under chapter 84.55 RCW for the purpose described in Section 3 of this ordinance. If this proposition is approved, the City Council will be authorized to adopt, in accordance with its regular budget process, an

increased regular property tax as described in Section 3 of this ordinance.

Sec. 3. Purpose and Description of Ballot Proposition.

For the purpose(s) identified below, the City Council seeks voter approval under RCW 84.55.050(1) for a levy lid lift.

(a) Purpose. The amounts collected pursuant to the increase authorized for 2025 shall be used only for funding the continual provision of public safety and public safety-related costs.

(b) Maximum Levy Rate. The maximum total regular levy rate for collection in 2025 authorized is \$1.40 per \$1,000 of assessed value, representing an increase of approximately \$0.50 over the 2024 levy rate.

(c) Levy Limits in Future Years. The dollar amount of the maximum allowable levy under chapter 84.55 RCW levied for collection 2025 is to be used for the purpose of computing the limitations on subsequent levies under chapter 84.55 RCW.

(d) Exemption for Qualifying Low-Income Senior Citizens, Veterans and Persons with Disabilities. In accordance with RCW 84.55.050(4)(e), the exemptions available to persons who qualify through the State's property tax exemption program for low-income senior citizens, veterans and persons with disabilities authorized by RCW 84.36.381 will apply to the increase authorized by voters under this proposition.

Sec. 4. Ballot Proposition. The Director of Records and Elections of King County, Washington (the "County Elections Official"), as ex officio supervisor of elections within the City, is hereby requested to call and conduct a special election in the City, in the manner provided by law, to be held on the date identified in section 2 of this ordinance, for the purpose of submitting to the voters of the City, a proposition in substantially the following form:

City of Des Moines, Washington

Proposition ____

Levy Lid Lift

The City Council has adopted Draft Ordinance 24-020 concerning providing funding to maintain and increase public safety services.

If approved, this proposition would authorize the City to increase the 2025 regular property tax levy rate to not more than \$1.40/\$1,000 assessed value. The incremental increase over 2024 rates would fund maintaining and increasing existing public safety service levels, retaining police officer positions and increasing public safety and police staffing, as described in the Ordinance. Subsequent levy limits would be based on the 2025 maximum allowable levy. Qualifying seniors, veterans, and others would be exempt per Chapter 84.36 RCW.

Should this proposition be: Approved?
Rejected?

Sec. 5. Notices Relating to Ballot Proposition. For purposes of receiving notice of the exact language of the ballot proposition required by RCW 29A.36.080, the City Council hereby designates: (a) Jeff Friend, City Finance Director, jfriend@desmoineswa.gov; and (b) special counsel to the City, Stradling Yocca Carlson and Rauth, LLP (Alice Ostdiek, aostdiek@stradlinglaw.com) as the individuals to whom such notice should be provided.

Sec. 6. Authorization to Deliver Resolution and Perform Other Necessary Duties. The City Clerk (or the City Clerk's designee) is authorized and directed, no later than May 3, 2024, to certify a copy of this ordinance to the County Elections Official and to perform such other duties as are necessary or required by law to the end that the proposition described herein should appear on the ballot at the special election identified in section 2 of this ordinance.

Sec. 7. Local Voters' Pamphlet. The City authorizes participation in the County local voters' pamphlet to provide information on this ballot proposition. Committees to prepare arguments advocating approval and disapproval of the measure shall be appointed in accordance with RCW 29A.32.280, either by motion of the City Council or otherwise in accordance with the procedures of the County Elections Office. Each committee shall be composed of not more than three persons, and the committee advocating approval shall be composed of persons known to favor

Ordinance No. ____
Page 4 of 4

the ballot proposition and the committee advocating disapproval shall be composed of persons known to oppose the ballot proposition.

Sec. 8. Severability - Construction. If any provision of this Ordinance shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions and shall in no way affect the validity of the other provisions, or of the levy or collection of the taxes authorized herein.

Sec. 9. Effective date. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

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

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published:

CITY ATTORNEY'S FIRST DRAFT 04/18/2024

DRAFT ORDINANCE NO. 24-028

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to regular property taxes; providing for the submission to the qualified electors of the City at an election held in conjunction with the state general election on November 5, 2024, of a proposition authorizing the City to levy regular property taxes in excess of the limitations of chapter 84.55 RCW; setting forth the text of the ballot proposition; directing proper City officials to take necessary actions; and providing for other properly related matters.

WHEREAS, the City's primary source of revenue is property taxes and the City Council has determined that it is essential and necessary for the public health, safety and welfare to submit to the voters a proposition to increase the regular property tax to support the retention of existing public safety service levels, and an increase in public safety staffing/services levels and related costs, and

WHEREAS, the City Council has determined that the revenues that will be available to the City in calendar year 2025 and beyond will be insufficient to provide for the existing levels of public safety services or the public safety service levels currently desired by the community, and has therefore determined to submit this levy lid lift proposition to the voters for their approval or rejection, and

WHEREAS, the City Council has approved Draft Ordinance 24-020 to place this proposition before the voters at the August election. It is the intent of the City Council that if the proposition is not approved at the August election, it will be re-submitted to the voters in November. It is also the City Council's intent that, if the proposition is approved in August, it will be withdrawn from the November ballot; now therefore,

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

Sec. 1. Finding. Each and every of the findings expressed in the recitals to this ordinance are hereby adopted and incorporated by reference.

Sec. 2. Calling of Election. The City Council finds that it is in the best interests of the City and its residents to

submit to the qualified voters of the City, at an election held on November 5, 2024, in conjunction with the state general election, a proposition authorizing the City to increase its regular property tax levy for collection in 2025 by an amount greater than otherwise permitted under chapter 84.55 RCW for the purpose described in Section 3 of this ordinance. If this proposition is approved, the City Council will be authorized to adopt, in accordance with its regular budget process, an increased regular property tax as described in Section 3 of this ordinance.

The City Council further finds that the ballot proposition authorized by this ordinance will no longer be necessary if the ballot proposition set forth in Draft Ordinance 24-020 passes at the August 6 election. Therefore, upon certification of passage of the proposition at the August election, the appropriate officers of the City are authorized and directed to rescind this call for an election and to withdraw this proposition from appearing on the November ballot. If the certification of the August election occurs after the final deadlines for removing a proposition from the November ballot, then, to the extent that it is presented at that election, it shall be deemed to be an advisory vote only and the results of such vote shall not supersede the approval obtained at the August election.

Sec. 3. Purpose and Description of Ballot Proposition.

For the purpose(s) identified below, the City Council seeks voter approval under RCW 84.55.050(1) for a levy lid lift.

(a) Purpose. The amounts collected pursuant to the increase authorized for 2025 shall be used only for funding the continual provision of public safety and public safety-related costs.

(b) Maximum Levy Rate. The maximum total regular levy rate for collection in 2025 authorized is \$1.40 per \$1,000 of assessed value, representing an increase of approximately \$0.50 over the 2024 levy rate.

(c) Levy Limits in Future Years. The dollar amount of the maximum allowable levy under chapter 84.55 RCW levied for collection in 2025 is to be used for the purpose of computing the limitations on subsequent levies under chapter 84.55 RCW.

(d) Exemption for Qualifying Low-Income Senior Citizens, Veterans and Persons with Disabilities. In accordance with RCW

Ordinance No. ____
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84.55.050(4)(e), the exemptions available to persons who qualify through the State's property tax exemption program for low-income senior citizens, veterans and persons with disabilities authorized by RCW 84.36.381 will apply to the increase authorized by voters under this proposition.

Sec. 4. Ballot Proposition. The Director of Records and Elections of King County, Washington (the "County Elections Official"), as ex officio supervisor of elections within the City, is hereby requested to call and conduct a special election in the City, in the manner provided by law, to be held on the date identified in Section 2 of this ordinance, for the purpose of submitting to the voters of the City, a proposition in substantially the following form:

City of Des Moines, Washington

Proposition ____

Levy Lid Lift

The City Council has adopted Draft Ordinance 24-028 concerning providing funding to maintain and increase public safety services.

If approved, this proposition would authorize the City to increase the 2025 regular property tax levy rate to not more than \$1.40/\$1,000 assessed value. The incremental increase over 2024 rates would fund maintaining and increasing existing public safety service levels, retaining police officer positions and increasing public safety and police staffing, as described in the Ordinance. Subsequent levy limits would be based on the 2025 maximum allowable levy. Qualifying seniors, veterans, and others would be exempt per Chapter 84.36 RCW.

Should this proposition be: ____ Approved? ____
Rejected?

Sec. 5. Notices Relating to Ballot Proposition. For purposes of receiving notice of the exact language of the ballot proposition required by RCW 29A.36.080, the City Council hereby designates: (a) Jeff Friend, City Finance Director, jfriend@desmoineswa.gov; and (b) special counsel to the City,

Ordinance No. ____
Page 4 of 5

Stradling Yocca Carlson and Rauth, LLP (Alice Ostdiek, aostdiek@stradlinglaw.com) as the individuals to whom such notice should be provided.

Sec. 6. Authorization to Deliver Resolution and Perform Other Necessary Duties. The City Clerk (or the City Clerk's designee) is authorized and directed, no later than August 6, 2024, to certify a copy of this Ordinance to the County Elections Official and to perform such other duties as are necessary or required by law to the end that the proposition described herein should appear on the ballot at the special election identified in Section 2 of this ordinance.

If the proposition set forth in Draft Ordinance 24-020 is approved by the voters at the August election, then immediately upon certification of the election results (or earlier if, in the reasonable determination of the City Manager, the August proposition has been approved), the City Clerk (or the City Clerk's designee or other appropriate officer of the City) is authorized and directed to take such actions as are necessary to withdraw the proposition set forth in this ordinance from appearing on the November ballot, and, if election deadlines make it impossible to prevent the proposition from appearing on the November ballot, any November results shall be treated as an advisory vote only and shall have no binding effect.

Sec. 7. Local Voters' Pamphlet. The City authorizes participation in the County local voters' pamphlet to provide information on this ballot proposition. Committees to prepare arguments advocating approval and disapproval of the measure shall be appointed in accordance with RCW 29A.32.280, either by motion of the City Council or otherwise in accordance with the procedures of the County Elections Office. Each committee shall be composed of not more than three persons, and the committee advocating approval shall be composed of persons known to favor the ballot proposition and the committee advocating disapproval shall be composed of persons known to oppose the ballot proposition.

Sec. 8. Severability - Construction. If any provision of this Ordinance shall be declared by any court of competent jurisdiction to be invalid, then such provision shall be null and void and shall be separable from the remaining provisions and shall in no way affect the validity of the other provisions, or of the levy or collection of the taxes authorized herein.

Ordinance No. ____
Page 5 of 5

Sec. 9. Effective date. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

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

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published:

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Public Safety Levy Lid Lift: Pro and
Con Committee Appointments

FOR AGENDA OF: April 25, 2024

DEPT. OF ORIGIN: Administration

ATTACHMENTS:
1. Applications

DATE SUBMITTED: April 19, 2024

CLEARANCES:

- City Clerk _____
- 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:  _____

Purpose and Recommendation

The purpose of this Agenda Item is for Council to approve the appointments to the Committees to write Pro and Con statements regarding the Public Safety Levy Lid Lift. This is required pursuant to RCW 29A.32.280.

Suggested Motion

Motion: “ I move 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.”

Background

For each ballot measure that will appear in the voters' pamphlet, RCW 29A.32.280 requires the legislative body (City Council) to formally appoint two committees no later than the resolution filing deadline (May 3, 2024):

- A **“pro” committee** of no more than three people to prepare arguments advocating for the measure's approval. This committee must consist of people known to favor the measure.
- A **“con” committee** of no more than three people to prepare arguments against the measure. Whenever possible, this committee must consist of people known to oppose the measure.

These committees may seek the advice of others but public facilities or resources cannot be used to support or oppose the ballot measure. The statements submitted by the pro and con committees will appear in the local voters' pamphlet.

Discussion

The City has been actively promoting the application for the Pro and Con Committee through the City website, social media, and City Council meetings. The City has received three applications, two for the Pro Committee, and one for the Con Committee. All three of these individuals meet the eligibility requirements to be appointed to their respective committees.

Alternatives

The Council could decide not to approve these appointments to the Pro and Con committees. By doing so, King County Elections may appoint interested citizens to the committees. If no appointments are made, there would be no statement for and no statement against included in the voters' pamphlet.

Financial Impact

None.

Recommendation

Staff recommends the Council to approve the proposed motion.



CITY OF DES MOINES
Property Tax Levy Lid Lift Ballot Measure
PRO & CON COMMITTEES APPLICATION
21630 11th Avenue South
Des Moines, WA 98198

Attachment #1

Received. _____

Applications must be submitted by April 18, 2024 @ 4:30 p.m.

Please Check One

NAME: Martha Hamilton

"PRO" Committee

HOME ADDRESS: 24115 11th Ave S

"CON" Committee

CITY, ZIP: Des Moines, WA 98198

BUSINESS ADDRESS: _____

CITY, ZIP: _____

PHONE: Home 412 780 9962 Work _____

LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 23 months

OR LENGTH OF TIME AS OWNER OF BUSINESS _____

REGISTERED VOTER? Yes

EMPLOYMENT SUMMARY LAST FIVE YEARS: Self Employed

Are you related to anyone presently employed by the City or a member of a City Board? No

If yes, explain: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS COMMITTEE, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE SHEET OF PAPER, IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? I wish to support Des Moines in navigating the difficult territory of financial challenges, and support the forward movement of the city. I feel that i can craft an articulate and direct perspective on the Levy Lid Lift.

2. Are you able to meet time constraints as outlined (Pro and Con statements prepared by May 14, 2024 and rebuttal by May 16, 2024) in order to complete the work? Yes

3. Please list any elective/appointive offices you currently hold or have been a candidate for previously: None



CITY OF DES MOINES
Property Tax Levy Lid Lift Ballot Measure
PRO & CON COMMITTEES APPLICATION
 21630 11th Avenue South
 Des Moines, WA 98198

Received _____

Applications must be submitted by April 12, 2024 @ 4:30 p.m.

Please Check One

NAME: Bettina Carey "PRO" Committee
 HOME ADDRESS: 506 S. 222nd Street, Unit #7 "CON" Committee
 CITY, ZIP: Des Moines, WA 98198
 BUSINESS ADDRESS: Same home office
 CITY, ZIP: _____
 PHONE: Home 206-349-4297 Work Same
 LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 21 months
 OR LENGTH OF TIME AS OWNER OF BUSINESS _____
 REGISTERED VOTER? yes
 EMPLOYMENT SUMMARY LAST FIVE YEARS: self-employed

Are you related to anyone presently employed by the City or a member of a City Board? No
 If yes, explain: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS COMMITTEE, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE SHEET OF PAPER, IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? I have a background in political campaigns and marketing which lends the right experience for writing a voter pro-statement, and rallying the community. I am also able to market the measure
 2. Are you able to meet time constraints as outlined (Pro and Con statements prepared by May 14, 2024 and rebuttal by May 16, 2024) in order to complete the work?
yes

3. Please list any elective/appointive offices you currently hold or have been a candidate for previously:
No political offices, but I've been an elected president, vice president of a large medical organization, among many other board positions, including recently completed an Executive Board position for the University of WA Alumni Association

p:\users\clerk.pro\con app.doc



Levy Galiff

**CITY OF DES MOINES
UTILITY OCCUPATION TAX BALLOT MEASURE**

21630 11th Avenue South
Des Moines, WA 98198

Received. _____

APPLICATION FOR PRO & CON COMMITTEES

Applications must be submitted by April 12, 2024 @ 4:30 p.m.

Please Check One

NAME: SUSAN White "PRO" Committee

HOME ADDRESS: 28742 Redondo Beach Dr S "CON" Committee

CITY, ZIP: Des Moines, WA 98198

BUSINESS ADDRESS: _____

CITY, ZIP: _____

PHONE: Home 2536706096 Work _____

LENGTH OF RESIDENCE AT THE ABOVE ADDRESS _____

OR LENGTH OF TIME AS OWNER OF BUSINESS _____

REGISTERED VOTER? Yes

EMPLOYMENT SUMMARY LAST FIVE YEARS: _____

Retired

Are you related to anyone presently employed by the City or a member of a City Board? _____

If yes, explain: NO

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS COMMITTEE, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE SHEET OF PAPER, IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute?
Based on my experience as a former City Council Member I can articulate reasons for con position

2. Are you able to meet time constraints as outlined (Pro and Con statements prepared by May 14, 2024 and rebuttal by May 16, 2024) in order to complete the work?
Yes

3. Please list any elective/appointive offices you currently hold or have been a candidate for previously:
Former City Council Member 2001-2010