

AGENDA

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

Thursday, January 21, 2021 - 5:00 PM

NOTE: The City of Des Moines is currently operating under a Proclamation of Emergency issued on March 5, 2020 and Governor Inslee's Stay-at-Home order issued March 23, 2020 in response to the COVID-19 Pandemic. Accordingly, this meeting will be held virtually using Zoom.

Public Comment continues to be encouraged and will be accepted in the following manner:

- (1) In writing, either by email to the City Clerk's Office at <https://www.desmoineswa.gov/FormCenter/City-Forms-3/Council-Meeting-Comments-49> or by mail; Attn: City Clerk Office, 21630 11th Avenue S., Des Moines WA 98198 no later than 4:00 p.m. day of the meeting. Please provide us with your first and last name and the city in which you live. Your full name and the subject of your public comment will be read into the record at the Council meeting. Incomplete forms will not be read into the record, however the full correspondence will be attached to the Council packet and uploaded to the website as part of the permanent record.
- (2) By participation via Zoom. If you wish to provide oral public comment please email the City Clerk's office at <https://www.desmoineswa.gov/FormCenter/City-Forms-3/Council-Meeting-Comments-49> no later than 4:00 p.m. day of the meeting to receive your Zoom log-in and personal identification number. Please note that Zoom attendees do not interact with one another; they join in listen-only mode until it is their turn to address the Council.

City Council meetings can also be viewed live on Comcast Channel 21 or live streamed on the City's website at www.desmoineswa.gov.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

[Council Correspondence](#)

COMMENTS FROM THE PUBLIC VIA ZOOM/WRITTEN PUBLIC COMMENT

ADMINISTRATION REPORTS

HOMELESSNESS

CONSENT CALENDAR

APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through January 15, 2021 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#161859-161951	\$1,356,413.47
Voided Checks	# 1503-1503	\$ (61,419.50)
Electronic Wire Transfers	# 1580-1580	\$ 1,643.76
Electronic Wire Transfers	# 1584-1592	\$ 453,580.23
Payroll Direct Deposit	# 19394-19395	\$ 5,508.77
Payroll Checks	# 10001-10143	\$ 370,218.28
Total Checks and Wires for A/P and Payroll:		\$2,125,945.01

[Consent Item 1](#)

APPROVAL OF MINUTES

Motion is to approve the November 12, December 03, 2020 and the January 07, 2021 City Council Regular Meeting Minutes, and minutes from the December 03, 2020 Special Meeting.

[Consent Item 2](#)

ACQUISITION OF KING COUNTY PROPERTIES

Motion is to approve the purchase of tax parcels 9536600590 and 2922049053 from King County and authorize the City Manager to sign the Agreement substantially in the form as attached.

[Consent Item 3](#)

ARTS COMMISSION APPOINTMENT

Motion is to confirm the Mayoral appointment of Josh Wainscott to a 3 year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2023.

[Consent Item 4](#)

HUMAN TRAFFICKING AWARENESS MONTH

Motion is to approve the Proclamation recognizing January as Human Trafficking Awareness Month.

[Consent Item 5](#)

2021 WASPC MENTAL HEALTH FIRST RESPONSE TEAM GRANT
ACCEPTANCE

Motion is to approve the 2021 Mental Health Field Response Team grant administered by the Washington Association of Sheriffs and Police Chiefs in the amount of \$234,588.00 and to direct the City Manager to sign the attached grant agreement substantially in the form as attached.

[Consent Item 6](#)

NEW BUSINESS

DISCUSSION OF 2021 CITY COUNCIL LEGISLATIVE PRIORITIES

Staff Presentation: City Manager Matthias

[New Business Item 1](#)

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

February 4, 2021 City Council Regular Meeting

ADJOURNMENT

Bonnie Wilkins

From: noreply@civicplus.com
Sent: Thursday, January 21, 2021 1:17 PM
To: Bonnie Wilkins; Taria Keane; Matt Pina; JC Harris; Luisa Bangs; Jeremy Nutting; Anthony Martinelli; Matt Mahoney; Traci Buxton
Subject: Online Form Submittal: Council / Public Meeting Comments

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

Council / Public Meeting Comments

Your name and the subject of your comment will be read into the record at the next available City Council meeting.

First Name	Stephanie
Last Name	Hahn-Wagner
Address1	1331 S 279th St
City	Des Moines
State	WA
Zip	98198
Phone	253-370-8436
Email	steffoxuw@gmail.com
Subject	Mayors for Guaranteed Income
Comment	This is a comment for Mayor Matt Pina. I am a constituent in Des Moines. We have all been hit hard during this pandemic and are doing everything we can to stay afloat and survive. The community is struggling, business and individuals alike, to stay safe, healthy, housed, fed, employed, and sane during the worst year(s) of our lives. I would like to call on you to sign on to the Mayors for a Guaranteed Income (https://www.mayorsforagi.org/) - to advocate for a guaranteed income at the local, state, and federal level. Our larger state and federal governments do not listen to the citizens, especially for small, diverse, and quiet cities like Des Moines. They do, however, listen to our leaders. And you can

hear us.

The list of participants is still small - you can shine a light on Des Moines as a beacon of hope and caring by joining with these Mayors who have already signed on. A guaranteed income raises all boats: our tenants, landlords, business owners, employees, and students. I hope you will consider.

Thank you,
Stephanie Hahn-Wagner
Des Moines 98198

Do you wish to be
contacted by the City
Clerk's Office with
instructions on how to
participate in the City
Council Zoom meeting?

No

Email not displaying correctly? [View it in your browser.](#)

Bonnie Wilkins

From: William Kennedy <tkp7@comcast.net>
Sent: Wednesday, January 13, 2021 12:33 PM
To: _CityCouncil
Subject: Masonic home.

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

Must be saved. I know some of you have tried. Start a petition, hold some public hearings, show us you care.

Sent from my iPad

Bonnie Wilkins

From: Chad Rawlinson <chad.rawlinson@gmail.com>
Sent: Sunday, January 17, 2021 9:57 AM
To: _CityCouncil
Subject: Municipal Fiber Broadband

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

Dear Council,

As your constituent, I am writing to ask you to support community broadband networks, including municipal networks and other publicly owned networks, as a solution to inadequate Internet access in our state. With Covid-19 in full force, broadband access for all residents is an absolute necessity.

Community broadband networks, such as [Starlink Beta program for the Hoh Tribe](#), [Access Anacortes Fiber](#), bring affordable, high-quality Internet access to residents, encourage market competition, and enable local economic development. Our own Highline school district has done an excellent job at providing hotspots for students to [access the internet](#), but all residents need access, especially seniors. Publicly owned broadband networks can also reduce costs for local government buildings, schools, and libraries. Also, because they are run locally, not by a company headquartered in a different state, subscribers can hold community owned networks accountable.

Unfortunately, Washington has [some restrictions](#) for direct sale and competition barriers. This restriction keeps affordable, reliable, and fast broadband out of reach for far too many Washingtonians. We should be able to make these decisions locally. [This bill, SB 5085](#) introduces more options to allow municipal access.

I ask you to remember the many benefits of publicly owned broadband networks when developing new legislation and that you vote to support local communities' ability to solve their own connectivity needs. In addition to removing state laws that discourage community networks, it's important that you support proposals to help local governments fund planning and deployment of broadband networks.

In my own neighborhood, at Delrose Manor 25th Ave South and 232nd, I only have the option of paying high prices for up to 100MB/s or lower prices for 3MB/s. Neither is acceptable, and as a at home worker, constituent and a voter, I consider this issue a priority.

Thank you for your time and your service.

Sincerely,

Chad Rawlinson

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chad rawlinson :: ux | product design
425.518.9760 :: crawli.com

1815 A 20th Avenue
Seattle, WA 98122
January 16, 2021

Des Moines City Council
21630-11th Avenue South
Des Moines, WA 98198

Re: Landmark on the Sound aka The Masonic Home at Zenith

Ladies and Gentlemen,

Many years ago I worked as a background extra on the films Dear Lemon Lima and Untethered at Landmark and I am here to tell you Landmark should be torn down before it falls down.

It was not very well built to begin with. Who ever heard of an old folk's home with elevators so small that they could not convey a stretcher or gurney to transport a sick person? The plumbing does not appear to have access points where a drain snake could be used to clear clogs. With the exception of the men's and women's bathrooms off the rec room near the east patio there are no longer any working bathrooms at all. And the roof looks suspicious. If you walk down the driveway toward the main gate and look back at the building you may see a patch of the roof tiles on the south side of the building that almost seem to be a different color. I was always expecting that part of the roof to fail first and then take the rest of the building down pancake style.

The upper floors are no longer safe to be walked through. On Lemon Lima we had a number of inexperienced teenage background extras who were not accompanied by a parent and who easily became bored while waiting. We were told each day that the upper floors were unsafe but every day a couple of production assistants would have to risk the upper floors to chase the bored teenagers down out of danger. One wonders if the floors could collapse and take out the interior pancake style

The decorative fireplace in the small lounge always looked like it had never held a fire. I hope that homeless people do not break in, try to start a fire there, and burn the place to the ground. Des Moines fire fighters should not have to risk their lives trying to rescue such folk.

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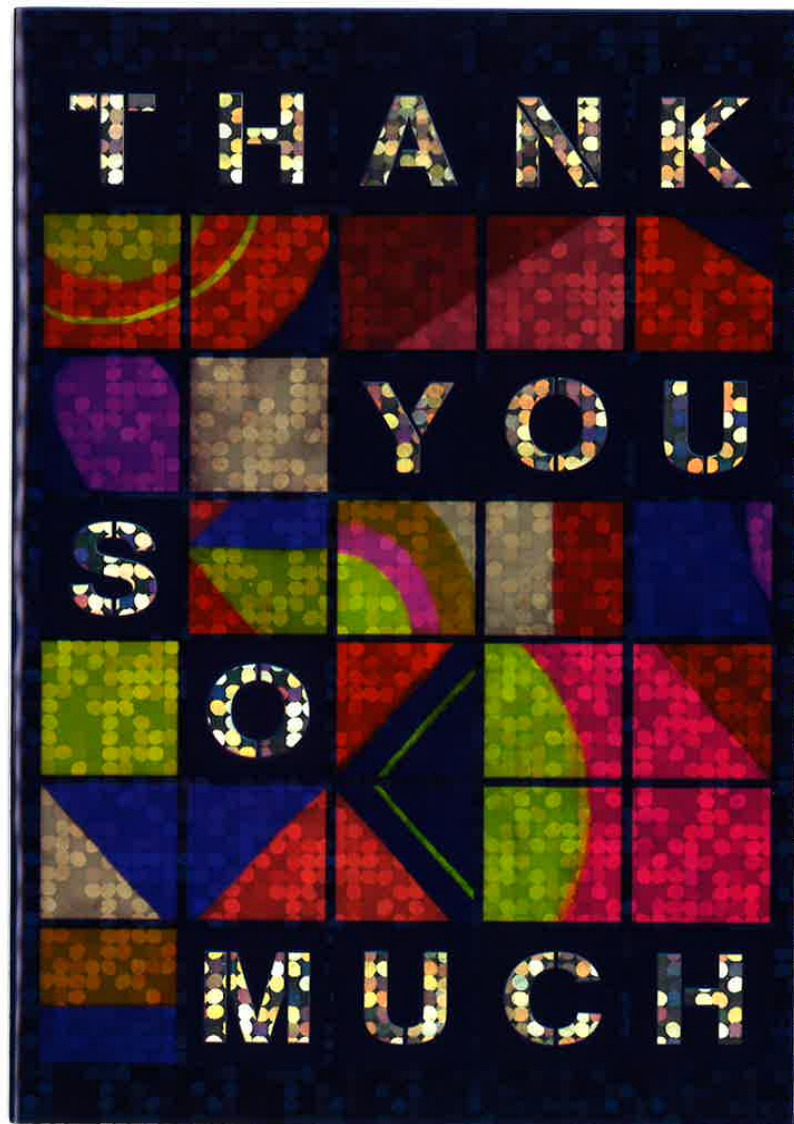
The asbestos abatement is going to be a nightmare. The building is riddled with it. I hope you plan to have water hoses wetting down the debris constantly.

Sincerely,



Joanne Welty

Landmark demo.doc in PICTURES Landmark



Des Moines City Council—

THANKS FOR SHARING

YOUR GOOD HEART

AND KINDNESS.

YOU MAKE THE WORLD

A NICER PLACE.

~

The EATS program
was genius. You helped
the whole community of
restaurants, seniors &
veterans! Thank you,
thank you for a socially
conscious job well done!

Joanne +
Many, Many Others

January 21, 2021

Auditing Officer Certification

Vouchers and Payroll 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 **January 21, 2021** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through January 15, 2021 and payroll transfers through January 5, 2021 included in the attached list and further described as follows:

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



Beth Anne Wroe, Finance Director

			# From		# To	Amounts
Claims Vouchers:						
Total A/P Checks/Vouchers			161859	-	161951	1,356,413.47
Voided Wire - (see attached report)			1503	-	1503	(61,419.50)
Electronic Wire Transfer			1580	-	1580	1,643.76
Electronic Wire Transfers			1584	-	1592	453,580.23
Total claims paid						1,750,217.96
Payroll Vouchers						
Payroll Checks	1/5/2021		19394	-	19395	5,508.77
Direct Deposit			10001		10143	370,218.28
Total Paychecks/Direct Deposits paid						375,727.05
Total checks and wires for A/P & Payroll						2,125,945.01

MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
VIA ZOOM
November 12, 2020 – 5:00 p.m.**

CALL TO ORDER

Mayor Pina called the meeting to order at 5:02 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Nutting.

Mayor Pina and Deputy Mayor Mahoney thanked all Veteran's for their service.

City Manager Matthias acknowledged the Military Flags branch of service and paid tribute to the Prisoner of War flag

ROLL CALL

Council present: Mayor Matt Pina

Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris, and Jeremy Nutting attended the meeting via Zoom.

Councilmember Anthony Martinelli was absent.

Direction/Action

Motion made by Mayor Pina to excuse Councilmember Martinelli; seconded by Councilmember Bangs.
Motion passed 6-0.

Staff present: City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Deputy Finance Director Shawn Hunstock; Harbormaster Scott Wilkins; Judge Lisa Leone; Court Administrator Jennefer Johnson; Chief of Police Ken Thomas; Public Works Director Brandon Carver; Transportation & Engineering Services Manager Andrew Merges; Water Quality Specialist Tyler Beekley; Economic Relief & Resource Coordinator / Land Use Planner II Eric Lane; Emergency Preparedness Manager Shannon Kirchberg; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Management Analyst Rochelle Sems; Deputy City Clerk Taria Keane attended the meeting via Zoom.

CORRESPONDENCE

- There were no correspondence

COMMENTS FROM THE PUBLIC via Written Comment

- There were no public comments

ADMINISTRATION REPORT

Item 1: 2021-2022 HUMAN SERVICES ADVISORY COMMITTEE FUNDING RECOMMENDATIONS

Management Analyst Rochelle Sems gave Council a PowerPoint Presentation regarding Human Services Advisory Committee Funding Recommendations.

~~Item 2: LIFE SAVINGS AWARD~~

South King Fire and Rescue Chief Vic Pennington spoke in regards to Consent Calendar Item #4

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through November 06, 2020 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#161526-161595	\$ 544,707.55
Voided Checks		\$ (11,721.20)
Electronic Wire Transfers	# 1550-1557	\$ 337,366.87
Payroll Direct Deposit	#430001-430142	\$ 371,558.01
Payroll Checks	# 19392-19392	\$ 435.29
Payroll Direct Deposit	#450001-450145	\$ 352,446.99

Total Checks and Wires for A/P and Payroll: \$1,594,793.51

Item 2: APPROVAL OF MINUTES

Motion is to approve the June 25, July 16, August 06, September 17, September 24, October 08, and October 22, 2020 City Council Regular Meeting Minutes, and the July 9, and August 20, 2020 Study Session Minutes.

Item 3: 2021-2022 HUMAN SERVICES ADVISORY COMMITTEE FUNDING RECOMMENDATIONS

Motion is to approve the Human Services funding recommendations of the Human Services Advisory Committee in the amount of \$175,000 and authorize the City Manager to sign the contracts for the agencies awarded the grant funds.

Item 4: INTERLOCAL AGREEMENT WITH SOUTH KING FIRE DISTRICT REGARDING EMERGENCY MANAGEMENT SERVICES AND OPERATIONS

Motion is to approve the Interlocal agreement (ILA) with South King Fire District for the operation of Emergency Operations Center (EOC) at Fire Station 67 as well as the exchange of resources, and authorize the City Manager to sign the agreement substantially in the form as attached.

Item 5: SMALL BUSINESS PROCLAMATION

Motion is to approve the Proclamation recognizing the Saturday after Thanksgiving as Small Business Saturday.

Item 6: 8TH AVENUE SOUTH (SOUTH 264TH STREET TO SOUTH 265TH STREET)
LAKEHAVEN WATER & SEWER DISTRICT INTERLOCAL AGREEMENT AND
CONSULTANT ON-CALL AGREEMENT TASK ASSIGNMENT AMENDMENT FOR
ENGINEERING SERVICES

Motion 1 is to approve the 2018-2019 On-Call General Civil Engineering Services Task Order Assignment Amendment 2018-06.02 with Parametrix in the amount of \$43,064.57, bringing the total contract to \$96,590.95, and further authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted.

Motion 2 is to approve the Interlocal Agreement between the City of Des Moines and the Lakehaven Water & Sewer District, and further authorize the City Manager to sign said Interlocal Agreement substantially in the form as submitted.

Motion 3 is to direct Administration to submit a CIP budget amendment for the 8th Ave South (South 264th St to South 265th St) Stormwater Pipe Project to incorporate the Lakehaven Utility Work.

Item 7: DRAFT ORDINANCE NO. 20-063 – SUSPENDING RESTRICTION ON USE OF ONE-TIME REVENUE FOR 2021

Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 20-063 on first reading.

Motion 2 is to enact Draft Ordinance No. 20-063, amending DMMC 3.100.020, and lifting the restriction on the use of one-time revenue in the general fund budget for the year.

Item 8: MIDWAY PARK ENHANCEMENTS: REMOVAL OF NON-PARK RELATED STRUCTURES

Motion is to direct administration to authorize the City Manager to sign a Goods and Services Contract with Green Earthworks Construction, Inc. in the amount of \$74,109.20 to remove the current residential structure(s) on parcel number 2156400363 located at 22104 28th Avenue S adjacent to Midway Park.

Direction/Action

Motion made by Councilmember Nutting to approve the Consent Calendar; seconded by Councilmember Bangs.

Councilmember Harris pulled Consent Calendar Item #3.

The remainder of the Consent Calendar passed 6-0.

Motion made by Councilmember Nutting to approve Consent Calendar Item #3 as presented; seconded by Councilmember Buxton.

Motion passed 5-1.

For: Mayor Pina; Deputy Mayor Mahoney; Councilmembers Bangs, Buxton, and Nutting.

Against: Councilmember Harris

Mayor Pina read the Small Business Proclamation summary into the record.

PUBLIC HEARING

Item 1: 2021 PROPERTY TAX LEVIES
Staff Presentation: Finance Director Beth Anne Wroe

At 5:37 p.m. Mayor Pina opened Public Hearing.

Deputy Finance Director Hunstock gave council a PowerPoint Presentation.

Nobody signed up to speak.

Mayor Pina asked Council if they had any questions.

At 5:44 p.m. Mayor Pina closed the Public Hearing.

Direction/Action

Motion 1 made by Councilmember Nutting to adopt Draft Resolution No. 20-064 declaring a "substantial need" for purposes of setting the limit factor for the property tax levy for 2021; seconded by Councilmember Bangs.
Motion passed 6-0.

Motion 2a made by Councilmember Nutting to suspend Rule 26(a) in order to enact Draft Ordinance No. 20-066 on first reading; seconded by Deputy Mayor Mahoney.
Motion passed 6-0.

Motion 2b made by Councilmember Nutting to enact Draft Ordinance No. 20-066, determining the amount of funds to be raised by ad valorem taxes for the year 2021 for general City expenditures; seconded by Deputy Mayor Mahoney.
Motion passed 6-0.

Motion 3a made by Councilmember Nutting to suspend Rule 26(a) in order to enact Draft Ordinance No. 20-064 on first reading; seconded by Deputy Mayor Mahoney.
Motion passed 6-0.

Motion 3b made by Councilmember Nutting to enact Draft Ordinance No. 20-064 authorizing the increase in ad valorem taxes for the year 2021 for general City expenditures; seconded by Deputy Mayor Mahoney.
Motion passes 6-0.

Item 2: 2021 PRELIMINARY ANNUAL BUDGET
Staff Presentation: Finance Director Beth Anne Wroe

At 5:50 p.m. Mayor Pina opened Public Hearing.

Finance Director Wroe gave council a PowerPoint Presentation.

Nobody signed up to speak.

Mayor Pina asked Council if they had any questions.

At 5:55 p.m. Mayor Pina closed the Public Hearing.

Direction/Action

Motion made by Councilmember Nutting to pass Draft Ordinance No. 20-062 to a establishing the 2021 Annual Budget for the fiscal year ending in December 31, 2021; seconded by Councilmember Bangs.

Amended Motion made by Councilmember Harris that the City of Des Moines join the National League of Cities.
Motion died for lack of a second.

The main motion passed 6-0.

Item 3:

2020 ANNUAL BUDGET AMENDMENTS

Staff Presentation: Finance Director Beth Anne Wroe

At 6:15 p.m. Mayor Pina opened Public Hearing.

Finance Director Wroe gave council a PowerPoint Presentation.

Nobody signed up to speak.

Mayor Pina asked Council if they had any questions.

At 6:18 p.m. Mayor Pina closed the Public Hearing.

Direction/Action

Motion 1 made by Councilmember Nutting to suspend Rule 26(a) in order to enact Draft Ordinance No. 20-067 on first reading; seconded by Councilmember Bangs.
Motion passed 6-0.

Motion 2 made by Councilmember Nutting to enact Draft Ordinance No. 20-067 relating to municipal finance, amending the 2020 Annual Budget adopted in Ordinance No. 1729; seconded by Councilmember Bangs.
Motion passed 6-0.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – (4 minutes per Councilmember) - 30 minutes

Councilmember Nutting

- Thanked the Public and Staff

Councilmember Harris

- Requests for Basic Information

Councilmember Buxton

- South King Housing and Homeless Partners Meeting
- Puget Sound Regional Council ratified Vision 2050
- King County Domestic Violence Task Force Meeting

Councilmember Bangs

- Public Safety/Emergency Management Meeting
- Des Moines Arts Commission
- South Side Regional Tourism
- Committee and Community Volunteers

Deputy Mayor Mahoney

- Mayors call to the Governor
- EATS Program

PRESIDING OFFICER'S REPORT

- Government 101
- Environment Committee Meeting
- State of the City
- Councilmember Bangs Birthday
- Holiday Lights

NEXT MEETING DATE

December 03, 2020 City Council Regular Meeting

ADJOURNMENT**Direction/Action**

Motion made by Councilmember Bangs to adjourn; seconded by Councilmember Nutting.

The motion passed 6-0.

The meeting adjourned at 6:46 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES**SPECIAL MEETING TO HOLD AN EXECUTIVE SESSION**

December 03, 2020

CALL MEETING TO ORDER

The Special Meeting was called to order by Mayor Pina at 3:01 p.m. via Zoom.

ROLL CALL

Council present: Mayor Matt Pina;

Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris, and Anthony Martinelli attended via Zoom.

Council Absent: Councilmember Jeremy Nutting.

Others Present: City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Assistant City Attorney Matthew Hutchins; Finance Director Beth Anne Wroe; Deputy Finance Director Shawn Hunstock; Shawn Fitzgerald and Alex Beherndt from the State Auditor's Office attended via Zoom.

PURPOSE

The purpose of the Special Meeting was for the Washington State Auditor to give their final audit exit conference with the City of Des Moines Council.

No formal action was taken.

The Executive Session lasted 40 minutes.

The meeting adjourned at 3:41 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM December 03, 2020 – 5:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 5:01 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Harris.

ROLL CALL

Council present: Mayor Matt Pina

Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris, Anthony Martinelli and Jeremy Nutting attended the meeting via Zoom.

Staff present: City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Assistant City Attorney Matt Hutchins; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Human Resource Director Adrienne Johnson-Newton; Chief of Police Ken Thomas; Assistant Police Chief Mark Couey; Commander Mike Graddon; Police Department Executive Assistant/Office Administrator Kathy Berrens; Public Works Director Brandon Carver; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegne; Associate Events and Facilities Manager Ashley Young; Planning & Development Services Manager Denise Lathrop; Economic Relief & Resource Coordinator / Land Use Planner II Eric Lane; Emergency Preparedness Manager Shannon Kirchberg; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Legislative Advocate Anthony Hemstad; Deputy City Clerk Taria Keane attended the meeting via Zoom.

CORRESPONDENCE

- There were no correspondence

COMMENTS FROM THE PUBLIC via Written Comment

- Rob Anderson, Minimum Wage Hike

PRESIDING OFFICER'S REPORT

Item 1: VIRTUAL HOLIDAY TREE LIGHTING
Council participated in a virtual countdown for the 2020 Holiday Tree Lighting

South King Fire and Rescue Chief Pennington talked to Council about Santa coming around the Des Moines neighborhoods in a Fire Engine collecting food for the local food bank.

ADMINISTRATION REPORT

Chief Thomas updated Council on a domestic violence incident that happened that day that resulted in a successful resolution.

Item 1: ARTS COMMISSION YEAR END UPDATE

Nicholas Fannin from the Des Moines Art Commission gave the Council a PowerPoint Presentation

~~Item 2: LIFE SAVINGS AWARD~~

~~Item 3: REPORT ON MENTAL HEALTH~~

Item 4: LEGISLATIVE AGENDA

Legislative Advocate Anthony Hemstad gave Council an update on Legislation.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through November 23, 2020 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#161596-161667	\$ 475,845.07
Electronic Wire Transfers	# 1558-1568	\$ 568,294.76
Payroll Direct Deposit	#470001-470138	\$ 354,381.89

Total Checks and Wires for A/P and Payroll: \$1,398,521.72

Item 2: RESOLUTION 20-071: UPDATE AND AUTHORIZE THE POST ISSUANCE COMPLIANCE POLICY AND PROCEDURES FOR TAX-EXEMPT GENERAL OBLIGATION BONDS

Motion is to adopt Draft Resolution No. 20-071 authorizing a Post Issuance Compliance Policy and Procedures for Tax-Exempt General Obligation Bonds.

Item 3: 2021 CONSULTANT CONTRACT: BHC CONSULTANTS, LLC

Motion is to approve Amendment 2 to the 2019 Contract with BHC Consultants, to provide professional inspection and plan review services for the year 2021 up to a total of \$40,000, and authorize the City Manager to sign the Contract Amendment substantially in the form submitted.

Item 4: AUTHORIZE THE CITY OF DES MOINES GRANT MANAGEMENT POLICY

Motion is to adopt Draft Resolution No. 20-072 authorizing the City of Des Moines Grant Management Policy.

Direction/Action

Motion made by Councilmember Nutting to approve the Consent Calendar; seconded by Councilmember Bangs.
Motion passed 7-0.

PUBLIC HEARING

Item 1: DRAFT ORDINANCE 20-044 AMENDING THE DES MOINES 2035
COMPREHENSIVE PLAN
Staff Presentation:
Planning & Development Services Manager Denise Lathrop

At 5:50 p.m. Mayor Pina opened Public Hearing.

Planning & Development Services Manager Lathrop gave council a PowerPoint Presentation.

Nobody signed up to speak.

Mayor Pina asked Council if they had any questions.

At 5:58 p.m. Mayor Pina closed the Public Hearing.

Direction/Action

Motion 1 made by Councilmember Nutting to suspend Rule 26(a) in order to enact Draft Ordinance 20-044 on first reading; seconded by Councilmember Bangs.
Motion passed 5-2.

For: Mayor Pina; Deputy Mayor Mahoney; Councilmembers Bangs, Buxton, and Nutting.

Against: Councilmembers Harris and Martinelli.

Motion 2a made by Councilmember Nutting to enact Draft Ordinance No. 20-044 enacting the 2020 amendments to the Des Moines 2035: Charting Our Course for a Sustainable Future and amending Chapter 18.25 DMMC; seconded by Councilmember Bangs.
Motion passed 7-0.

NEW BUSINESS

Item 1: POLICE BODY CAMERA DISCUSSION
Staff Presentation:
City Manager Michael Matthias

Commander Graddon gave Council a PowerPoint Presentation

Direction/Action

Motion made by Mayor Pina to move forward with a 6 month Beta/Field Test on Police Body Cameras; seconded by Councilmember Bangs.
Motion passed 6-1.

For: Mayor Pina; Deputy Mayor Mahoney; Councilmembers Bangs, Buxton, Martinelli and Nutting.

Against: Councilmembers Harris.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – (4 minutes per Councilmember) - 30 minutes

Councilmember Harris

- Thanked Staff
- Air Quality Monitors

Councilmember Buxton

- Growth Management Policy Board
- South King Housing and Homeless Partners Board Meeting
- Sound Cities Association Meeting
- Happy Holidays

Councilmember Martinelli

- Thanked Staff and Colleagues

Councilmember Bangs

- Senior Services Advisory Committee Meeting
- Diversity Advisory Group
- Public Safety/Emergency Management Meeting
- Wished Everyone a Safe Holiday

Councilmember Nutting

- Thanked Staff
- Thanked Teacher/Para Educators/Principals
- Anyone in need of Meal reach out to him
- Happy Holidays

Deputy Mayor Mahoney

- Air Quality
- Boy Scout Group Pack 955
- Wished Everyone a Safe Holiday
- Thanked Staff

PRESIDING OFFICER'S REPORT

- State Auditor
- Thanked Volunteers
- Wished Everyone a Happy Holiday

NEXT MEETING DATE

January 07, 2021 City Council Regular Meeting

ADJOURNMENT**Direction/Action**

Motion made by Councilmember Nutting to adjourn; seconded by Councilmember Bangs.

The motion passed 7-0.

The meeting adjourned at 7:23 p.m.

Minutes Approved at the _____ Council Meeting.

DRAFT

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM January 07, 2021 – 5:00 p.m.

CALL TO ORDER

Mayor Pina called the meeting to order at 5:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Buxton.

ROLL CALL

Council present: Mayor Matt Pina

Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris, and Jeremy Nutting attended the meeting via Zoom.

Councilmember Anthony Martinelli was absent.

Direction/Action

Motion made by Councilmember Harris to excuse Councilmember Martinelli; seconded by Councilmember Buxton.
Motion failed 2-4.

For: Councilmembers Buxton and Harris

Against: Mayor Pina; Deputy Mayor Mahoney; Councilmembers Bangs and Nutting.

Staff present: Master Police Officer Justin Cripe; Police Officer Austin Arneberg; and City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; Chief Operations Officer Dan Brewer; City Attorney Tim George; Chief Strategic Officer Susan Cezar; Finance Director Beth Anne Wroe; Human Resource Director Adrienne Johnson-Newton; Harbormaster Scott Wilkins; Chief of Police Ken Thomas; Assistant Police Chief Mark Couey; Public Works Director Brandon Carver; Transportation & Engineering Services Manager Andrew Merges; Civil Engineer II Tommy Owen; Principal Planner Laura Techico; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Legislative Advocate Anthony Hemstad; Deputy City Clerk Taria Keane attended the meeting via Zoom.

EXECUTIVE SESSION

The Special Meeting was called to order by Mayor Pina at 5:03 p.m. via Zoom.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Matt Mahoney; Councilmembers Luisa Bangs, Traci Buxton, JC Harris, and Jeremy Nutting.

Council Absent: Councilmember Anthony Martinelli

Others Present: City Manager Michael Matthias; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; City Attorney Tim George; Finance Director Beth Anne Wroe; City Clerk/Communications Director Bonnie Wilkins; Legislative Advocate Anthony Hemstad; and Outside Legal Counsel Mike Walter.

PURPOSE

The purpose of the Special Meeting was to hold an Executive Session to discuss Potential Litigation under RCW 42.30.110(1)(i). The Executive Session was expected to last 30 minutes.

At 5:30 p.m. Mayor Pina extended the Executive Session an additional 15 minutes.

At 5:45 p.m. Mayor Pina extended the Executive Session an additional 15 minutes.

At 6:00 p.m. Mayor Pina extended the Executive Session an additional 15 minutes.

No formal action was taken.

The Executive Session lasted 75 minutes.

The meeting adjourned at 6:15 p.m.

The regular council meeting resumed at 6:20 p.m.

CORRESPONDENCE

- There were no correspondence

COMMENTS FROM THE PUBLIC via Written Comment

- Barbara McMichael, Des Moines Masonic Home

ADMINISTRATION REPORT

Item 1: FORTERRA GREEN DES MOINES PARTNERSHIP

Green Cities Senior Project Manager with Forterra, Ali Lakehart, gave Council a PowerPoint Presentation.

HISTORY OF THE LANDMARK

City Manager Matthias gave Council a brief history on the Landmark on the Sound.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through December 23, 2020 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#161668-161858	\$ 981,649.59
Voided Checks	#161814-161814	\$ (10,033.00)
Electronic Wire Transfers	# 1569-1583	\$2,006,239.83
Payroll Checks	# 19393-19393	\$ 205.10
Payroll Direct Deposit	#490001-490143	\$ 392,314.23
Payroll Checks	#	\$
Payroll Direct Deposit	#510001-510138	\$ 386,728.81

Total Checks and Wires for A/P and Payroll: \$3,757,104.56

Item 2: HIGHLINE SCHOOL DISTRICT RIGHT-OF-WAY DEDICATION AND TRAIL EASEMENT DEDICATION

Motion 1 is to authorize the City Manager to accept a Right-of-Way dedication from Highline School District No. 401, which is located along the South 240th Street and 16th Avenue South frontages of Des Moines Elementary as described in Attachment 1.

Motion 2 is to move to authorize the City Manager to accept a future Trail Easement from Highline School District No. 401, which is located along 16th Avenue South frontage of Des Moines Elementary as shown in the approximate location in Attachment 2.

Item 3: AMENDMENT #1 TO THE 2019 INTER-LOCAL AGREEMENT WITH KING COUNTY FOR CONSERVATION FUTURES-FUNDED OPEN SPACE ACQUISITION PROJECTS

Motion is to approve Amendment #1 to the ILA between King County and the City of Des Moines for Conservation Futures funded open space acquisition projects, and authorize the City Manager to sign the amendment substantially in the form as attached.

Item 4: 2021-2022 RECYCLING PROGRAM GRANT FUNDING

Motion is to accept the Seattle-King County Department of Public Health LHWMP Grant and the King County Solid Waste Division WR/R Grant and authorize the City Manager to sign the grant documents substantially in the form as attached.

Item 5: DES MOINES MARINA MAINTENANCE DREDGING PROJECT -CHANGE ORDER NO.1

Motion is to approve Change Order No. 1 to the contract with American Construction Company for an additional \$924.00 to the previously authorized amount of \$137,272.68 and authorize the City Manager to sign the Change Order substantially in the form as attached

Direction/Action

Motion made by Councilmember Nutting to approve the Consent Calendar; seconded by Deputy Mayor Mahoney.
Motion passed 6-0.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS – (4 minutes per Councilmember) - 30 minutes

Councilmember Buxton

- Commented on Consent Calendar Items #3 and #4
- Commented on not excusing Councilmember Martinelli from the meeting
- South King Housing and Homelessness Partners (SKHHP) Meeting
- RunDMC "T" Running Club supporting the community

Councilmember Bangs

- Public Safety/Emergency Management Committee Meeting
- Read a Statement regarding recent events at the Capital

Councilmember Nutting

- National Law Enforcement Day

Councilmember Harris

- Thanked Ali Lakehart
- South King Housing and Homelessness Partnership (SKHHP)
- Barbara McMichael's Comments
- COVID Vaccine

Deputy Mayor Mahoney

- Police Advisory Board Meeting
- Storm Water Drains
- Midway Sewer Overflow

PRESIDING OFFICER'S REPORT

- The Holidays
- Thanked Councilmember Bangs

NEXT MEETING DATE

January 21, 2021 City Council Regular Meeting

ADJOURNMENT

The meeting adjourned at 8:00 p.m.

Minutes Approved at the _____ Council Meeting.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Acquisition of surplus King County properties

ATTACHMENTS:

1. Purchase and sale agreements
2. Parcel location maps

FOR AGENDA OF: January 21, 2021

DEPT. OF ORIGIN: Parks, Recreation and Senior Services.

DATE SUBMITTED: January 13, 2021

CLEARANCES:

- [X] Community Development *Sumner*
 [] Marina _____
 [X] Parks, Recreation & Senior Services *W. M. M. M.*
 [X] Public Works *R. F. C.*

CHIEF OPERATIONS OFFICER: _____

- [X] Legal *TG*
 [X] Finance *C. H. W.*
 [] Courts _____
 [] Police _____

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

Purpose and Recommendation

The purpose of this agenda item is to request Council's approval of the purchase of two small King County surplus tax parcels.

Suggested Motion

MOTION: "I move to approve the purchase of tax parcels 9536600590 and 2922049053 from King County and authorize the City Manager to sign the Agreement substantially in the form as attached."

Background

King County periodically places tax parcels that are obtained for non-payment of taxes up for auction. The County has offered these two parcels to the City prior to placing them for sale to the public on the next auction date.

Discussion

While these two parcels are very small, one is adjacent to Woodmont Park, and the other is surrounded by City right-of-way. In both cases, the parcels would add to the City's contiguous ownership. Should these parcels be auctioned, a private purchaser would expect some form of development of the parcels. Since these parcels are steep and/or surrounded by City right-of-way, any development would be challenging. Significant staff time would likely be utilized answering inquiries and responding to proposals. By purchasing these properties, the City would avoid this situation and cost, while also adding area to an existing park and right-of-way.

The City inquired as to whether King County could transfer the properties to the City at no cost, however the County is required by their regulations to collect the taxes due plus an administrative fee. The County has agreed to transfer these properties at the minimum amount required by King County code. For parcel 9536600590 this is \$335.50 and for parcel 2922049053 the cost is \$352.90, for a total of \$688.40. There may also be small associated fees such as document recording etc.

Alternatives

The Council could decline to purchase the tax parcels and they would be offered for sale to the public.

Financial Impact

Total cost to the City for both parcels is \$688.40.

Recommendation

Staff recommends approval of the purchase of the two parcels.

KING COUNTY TAX TITLE TERMS of SALE

This is an offer by King County to sell real property under the “Terms” detailed below. By signing these Terms and providing King County with the full Payment of the Purchase Price, the Buyer accepts King County’s offer under the following Terms.

1. King County, a political subdivision of the State of Washington (the “Seller”) is the owner of that certain real property located at Woodmont Dr S, King County, State of Washington, the legal description of which is attached hereto as **Exhibit A** (the “Property”). The Property was the subject of a foreclosure order of the King County Superior Court and the Seller acquired the Real Property in trust for the taxing districts by deed under Deed Number 40700 by virtue of RCW 84.64.200 in tax title status as the result of no qualifying bids being received at a tax foreclosure sale.
2. The City of Des Moines, a(n) Washington Municipal Corporation (the “Buyer”), accepts Seller’s offer and agrees to purchase the Property under these Terms of Sale (the “Terms”). Buyer is advised and agrees that the Terms are not intended as legal advice, and if the Buyer has questions they shall seek the advice of an attorney.
3. In consideration of the conveyance of the Property, Buyer shall, in full payment therefore, pay to Seller a total purchase price of Three Hundred Fifty-Two Dollars and Ninety Cents (\$352.90) (the “Purchase Price”). Buyer shall provide Seller with a **certified check or wire transfer** for the full amount of the Purchase Price (“Payment”) and a signed copy of the Terms. The agreement to purchase the Property shall be effective as of the date these are received by the Seller.
4. **Buyer acknowledges and agrees that the Property is sold “As Is” and “Where Is” without any representations or warranties expressed or implied.**
5. By agreeing to these Terms, and providing the Seller with the Payment and a signed copy of the Terms, Buyer enters into a binding contract to purchase the Property and agrees to and is subject to the Terms as a matter of contract.
6. Buyer is required to conduct all due diligence of the Property **prior to agreeing to the Terms and accepting Seller’s offer**. Buyer is to rely solely on their own investigation of the Property and shall not rely on any information provided or to be provided by Seller. Buyer acknowledges and agrees that King County is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, or contractor of King County, any real estate broker, or any other person.
7. Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property (collectively

“Condition of the Property”), including, without limitation; the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term “Environmental Law” shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70A.305 (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term “Hazardous Substance” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

8. To the maximum extent permitted by RCW ch. 64.06, Buyer expressly waives the right to receive from King County a seller disclosure statement (“Seller Disclosure Statement”). Nothing in any Seller Disclosure Statement delivered by King County creates a representation or warranty by King County, nor does it create any rights or obligations on any party.

9. By agreeing to the Terms, Buyer approves and accepts the Condition of the Property, and agrees to purchase the Property and accept the Condition of the Property **“AS IS, WHERE IS”** with all faults and patent or latent defects. Buyer shall have no recourse against King County for, and waives, releases and discharges forever King County from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys’ fees) of any and every kind or character, known or unknown (collectively, “Losses”), which the Buyer might have asserted or alleged against King County arising from or in any way related to the Condition of the Property, including without limitation, matters related to Hazardous Substances or Environmental Laws.

10. Seller shall convey to Buyer the title to the Property by Quit Claim Deed in substantially the form attached hereto as **EXHIBIT B**. In conveying the Property by Quit Claim Deed, Seller makes no title warranties whatsoever and Buyer takes subject to all easements, leases, licenses, conditions, encroachments, restrictions, liens, taxes, assessments, fees, charges and other encumbrances (together “Encumbrances”) whether such Encumbrances are of record or not. The Parties acknowledge and intend that any property interests in the Property in favor of the County in effect prior to the acquisition of the Property by the County at the tax foreclosure sale pursuant to RCW 84.64.200 did not merge with the County’s tax title ownership of the Property and remain in full force and effect.

11. The Closing shall occur within thirty (30) business days of the Seller receiving the signed Terms and the Payment. At the Closing, Seller shall execute the Quit Claim Deed, a Bill of Sale in substantially the form of **Exhibit C**, and a Certificate of Non-Foreign Status substantially in the form of **Exhibit D**, shall record the executed Quit Claim Deed, and shall have the executed Quit Claim Deed, Bill of Sale and Certificate of Non-Foreign Status emailed to Buyer at the email address provided in Section 14 of the Terms. Seller shall not be responsible for payment of any taxes, assessments, fees or other charges related to the Property.

12. Buyer represents and warrants that Buyer has full power and authority to execute the Terms and to perform Buyer's obligations hereunder.

13. The following exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT A	Legal Description
EXHIBIT B	Quit Claim Deed
EXHIBIT C	Bill of Sale and Assignment
EXHIBIT D	Certificate of Non-Foreign Status

14. Buyer is to provide the below information:

City of Des Moines, a Washington Municipal Corporation

Name in which Buyer would like to take title to the Property, and include marital status

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

Address

206-870-6519

Phone number

BWilkins@desmoineswa.gov

Email

EXECUTED on the dates set forth below.

Buyer: City of Des Moines
(Printed Name)

By: _____
(Signature)

Its: City Clerk/Communication Director

Date: _____

EXHIBIT A.

LEGAL DESCRIPTION

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER OF SECTION 29, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING
COUNTY, WASHINGTON;

LESS COUNTY ROADS;

LESS THE PORTION PLATTED SALT WATER PARK ESTATES NUMBER 3.

APN: 292204-9053

EXHIBIT B.**QUIT CLAIM DEED****AFTER RECORDING RETURN TO:**

City of Des Moines
c/o Bonnie Wilkins
21630 11th Ave S, Suite A
Des Moines, WA 98198

QUIT CLAIM DEED

Grantor -- King County, Washington
Grantee -- City of Des Moines, a Washington Municipal Corporation
Legal ---- POR SW ¼ SE ¼ NE ¼ 29-22-4
Tax Acct. – 292204-9053

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of the sum of \$352.90, conveys and quitclaims to Grantee, City of Des Moines, a Washington Municipal Corporation, the following real property situated in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference including after acquired title.

The real property was the subject of a foreclosure order of the King County Superior Court and the Grantor acquired the real property in trust for the taxing districts by virtue of RCW 84.64.200. Grantor holds tax title properties in trust for the taxing districts as provided in RCW 36.35.020. Grantor is conveying the real property to Grantee as provided for in RCW ch. 36.35

GRANTOR**KING COUNTY**

BY: _____
Bryan Hague, Manager, Real Estate Services

DATE:

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 202_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BRYAN HAGUE, to me known to be the Manager of the Real Estate Services section of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

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

Notary Public in and for the
State of Washington, residing

Printed Name
at _____
City and State
My appointment expires _____

EXHIBIT A
To Quit Claim Deed

Legal Description

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER OF SECTION 29, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING
COUNTY, WASHINGTON;

LESS COUNTY ROADS;

LESS THE PORTION PLATTED SALT WATER PARK ESTATES NUMBER 3.

APN: 292204-9053

EXHIBIT C.**BILL OF SALE AND ASSIGNMENT**

THIS BILL OF SALE is made as of this _____ day of _____, 2021, by KING COUNTY, a political subdivision of the State of Washington (“**Seller**”), in favor of CITY OF DES MOINES, a Washington Municipal Corporation (“**Buyer**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer all of Seller’s right, title and interest in and to any and all equipment, furniture, furnishings, fixtures and other tangible personal property owned by Seller that is attached, appurtenant to or used in connection with the real property legally described on the attached Exhibit A.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

SELLER:

By: _____
Name: Bryan Hague
Title: Manager, Real Estate Services

EXHIBIT A
To Bill of Sale and Assignment

Legal Description

THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHEAST
QUARTER OF SECTION 29, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., IN KING
COUNTY, WASHINGTON;

LESS COUNTY ROADS;

LESS THE PORTION PLATTED SALT WATER PARK ESTATES NUMBER 3.

APN: 292204-9053

EXHIBIT D.**Seller's Certification of Non-Foreign Status under
Foreign Investment in Real Property Tax Act (26 U.S.C. 1445)**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by King County ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 91-6001327;
4. Transferor's office address is King County Facilities Management Division, Real Estate Services Section, Room 800 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

King County, Transferor:

By: _____
Name: Bryan Hague
Title: Manager, Real Estate Services

DATE:

KING COUNTY TAX TITLE TERMS of SALE

This is an offer by King County to sell real property under the “Terms” detailed below. By signing these Terms and providing King County with the full Payment of the Purchase Price, the Buyer accepts King County’s offer under the following Terms.

1. King County, a political subdivision of the State of Washington (the “Seller”) is the owner of that certain real property located at Woodmont Dr S, King County, State of Washington, the legal description of which is attached hereto as **Exhibit A** (the “Property”). The Property was the subject of a foreclosure order of the King County Superior Court and the Seller acquired the Real Property in trust for the taxing districts by deed under Recording Number 20050119001636 by virtue of RCW 84.64.200 in tax title status as the result of no qualifying bids being received at a tax foreclosure sale.
2. The City of Des Moines, a(n) Washington Municipal Corporation (the “Buyer”), accepts Seller’s offer and agrees to purchase the Property under these Terms of Sale (the “Terms”). Buyer is advised and agrees that the Terms are not intended as legal advice, and if the Buyer has questions they shall seek the advice of an attorney.
3. In consideration of the conveyance of the Property, Buyer shall, in full payment therefore, pay to Seller a total purchase price of Three Hundred Thirty-Five Dollars and Fifty Cents (\$335.50) (the “Purchase Price”). Buyer shall provide Seller with a **certified check or wire transfer** for the full amount of the Purchase Price (“Payment”) and a signed copy of the Terms. The agreement to purchase the Property shall be effective as of the date these are received by the Seller.
4. **Buyer acknowledges and agrees that the Property is sold “As Is” and “Where Is” without any representations or warranties expressed or implied.**
5. By agreeing to these Terms, and providing the Seller with the Payment and a signed copy of the Terms, Buyer enters into a binding contract to purchase the Property and agrees to and is subject to the Terms as a matter of contract.
6. Buyer is required to conduct all due diligence of the Property **prior to agreeing to the Terms and accepting Seller’s offer**. Buyer is to rely solely on their own investigation of the Property and shall not rely on any information provided or to be provided by Seller. Buyer acknowledges and agrees that King County is not liable or bound in any manner by any verbal or written statements, representations, or information pertaining to the Property, or the operation thereof, furnished by any agent, employee, or contractor of King County, any real estate broker, or any other person.
7. Seller has not made, does not make, and specifically negates and disclaims any representations, warranties, promises, covenants, contracts or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning, or with respect to the value, nature, quality, or condition of the Property (collectively

“Condition of the Property”), including, without limitation; the actual, threatened or alleged existence, release, use, storage, generation, manufacture, transport, deposit, leak, seepage, spill, migration, escape, disposal or other handling of any Hazardous Substances in, on, under or emanating from or into the Property, and the compliance or noncompliance of or by the Property or its operation with applicable federal, state, county and local laws and regulations, including, without limitation, Environmental Laws and regulations and seismic/building codes, laws and regulations. For purposes of this Agreement, the term “Environmental Law” shall mean: any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health, safety, or the environment, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9602 et. seq. (“CERCLA”); the Resource Conservation and Recovery Act of 1976, 42 U.S.C. § 6901 et seq. (“RCRA”); the Washington State Model Toxics Control Act, RCW ch. 70A.305 (“MTCA”); the Washington Hazardous Waste Management Act, RCW ch. 70A.300; the Federal Water Pollution Control Act, 33 U.S.C. § 1251 et seq., the Washington Water Pollution Control Act, RCW ch. 90.48, and any laws concerning above ground or underground storage tanks. For the purposes of this Agreement, the term “Hazardous Substance” shall mean: any waste, pollutant, contaminant, or other material that now or in the future becomes regulated or defined under any Environmental Law.

8. To the maximum extent permitted by RCW ch. 64.06, Buyer expressly waives the right to receive from King County a seller disclosure statement (“Seller Disclosure Statement”). Nothing in any Seller Disclosure Statement delivered by King County creates a representation or warranty by King County, nor does it create any rights or obligations on any party.

9. By agreeing to the Terms, Buyer approves and accepts the Condition of the Property, and agrees to purchase the Property and accept the Condition of the Property **“AS IS, WHERE IS”** with all faults and patent or latent defects. Buyer shall have no recourse against King County for, and waives, releases and discharges forever King County from, any and all past, present or future claims or demands, and any and all past, present or future damages, losses, injuries, liabilities, causes of actions (including, without limitation, causes of action in tort) costs and expenses (including, without limitation fines, penalties and judgments, and attorneys’ fees) of any and every kind or character, known or unknown (collectively, “Losses”), which the Buyer might have asserted or alleged against King County arising from or in any way related to the Condition of the Property, including without limitation, matters related to Hazardous Substances or Environmental Laws.

10. Seller shall convey to Buyer the title to the Property by Quit Claim Deed in substantially the form attached hereto as **EXHIBIT B**. In conveying the Property by Quit Claim Deed, Seller makes no title warranties whatsoever and Buyer takes subject to all easements, leases, licenses, conditions, encroachments, restrictions, liens, taxes, assessments, fees, charges and other encumbrances (together “Encumbrances”) whether such Encumbrances are of record or not. The Parties acknowledge and intend that any property interests in the Property in favor of the County in effect prior to the acquisition of the Property by the County at the tax foreclosure sale pursuant to RCW 84.64.200 did not merge with the County’s tax title ownership of the Property and remain in full force and effect.

11. The Closing shall occur within thirty (30) business days of the Seller receiving the signed Terms and the Payment. At the Closing, Seller shall execute the Quit Claim Deed, a Bill of Sale in substantially the form of **Exhibit C**, and a Certificate of Non-Foreign Status substantially in the form of **Exhibit D**, shall record the executed Quit Claim Deed, and shall have the executed Quit Claim Deed, Bill of Sale and Certificate of Non-Foreign Status emailed to Buyer at the email address provided in Section 14 of the Terms. Seller shall not be responsible for payment of any taxes, assessments, fees or other charges related to the Property.

12. Buyer represents and warrants that Buyer has full power and authority to execute the Terms and to perform Buyer's obligations hereunder.

13. The following exhibits described herein and attached hereto are fully incorporated into this Agreement by this reference:

EXHIBIT A	Legal Description
EXHIBIT B	Quit Claim Deed
EXHIBIT C	Bill of Sale and Assignment
EXHIBIT D	Certificate of Non-Foreign Status

14. Buyer is to provide the below information:

City of Des Moines, a Washington Municipal Corporation

Name in which Buyer would like to take title to the Property, and include marital status

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

Address

206-870-6519

Phone number

BWilkins@desmoineswa.gov

Email

EXECUTED on the dates set forth below.

Buyer: City of Des Moines
(Printed Name)

By: _____
(Signature)

Its: City Clerk/Communication Director

Date: _____

EXHIBIT A.**LEGAL DESCRIPTION**

LOT 7, BLOCK 28, WOODMONT BEACH ADDITION TO KING COUNTY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONDEMNED FOR MARINE VIEW DRIVE BY KING COUNTY SURPERIOR COURT CAUSE NUMBER 270654.

APN: 953660-0590

EXHIBIT B.**QUIT CLAIM DEED****AFTER RECORDING RETURN TO:**

City of Des Moines
c/o Bonnie Wilkins
21630 11th Ave S, Suite A
Des Moines, WA 98198

QUIT CLAIM DEED

Grantor -- King County, Washington

Grantee -- City of Des Moines, a Washington Municipal Corporation

Legal ---- POR LT 7 BLK 28 WOODMONT BEACH ADD V. 22 PG. 30

Tax Acct. -- 953660-0590

The Grantor, KING COUNTY, a political subdivision of the State of Washington, for and in consideration of the sum of \$335.50, conveys and quitclaims to Grantee, City of Des Moines, a Washington Municipal Corporation, the following real property situated in King County, Washington and described in EXHIBIT A, attached hereto and incorporated herein by this reference including after acquired title.

The real property was the subject of a foreclosure order of the King County Superior Court and the Grantor acquired the real property in trust for the taxing districts by virtue of RCW 84.64.200. Grantor holds tax title properties in trust for the taxing districts as provided in RCW 36.35.020. Grantor is conveying the real property to Grantee as provided for in RCW ch. 36.35

GRANTOR**KING COUNTY**

BY: _____
Bryan Hague, Manager, Real Estate Services

DATE:

Approved as to Form:

By: _____
Deputy Prosecuting Attorney

NOTARY BLOCK FOR KING COUNTY

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this _____ day of _____, 202_, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BRYAN HAGUE, to me known to be the Manager of the Real Estate Services section of the King County Department of Executive Services, and who executed the foregoing instrument and acknowledged to me that HE was authorized to execute said instrument on behalf of KING COUNTY for the uses and purposes therein mentioned.

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

Notary Public in and for the
State of Washington, residing

Printed Name
at _____
City and State
My appointment expires _____

EXHIBIT A
To Quit Claim Deed

Legal Description

LOT 7, BLOCK 28, WOODMONT BEACH ADDITION TO KING COUNTY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONDEMNED FOR MARINE VIEW DRIVE BY KING COUNTY SUPERIOR COURT CAUSE NUMBER 270654.

APN: 953660-0590

EXHIBIT C.**BILL OF SALE AND ASSIGNMENT**

THIS BILL OF SALE is made as of this _____ day of _____, 2021, by KING COUNTY, a political subdivision of the State of Washington (“**Seller**”), in favor of CITY OF DES MOINES, a Washington Municipal Corporation (“**Buyer**”).

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Seller does hereby absolutely and unconditionally give, grant, bargain, sell, transfer, set over, assign, convey, release, confirm and deliver to Buyer all of Seller’s right, title and interest in and to any and all equipment, furniture, furnishings, fixtures and other tangible personal property owned by Seller that is attached, appurtenant to or used in connection with the real property legally described on the attached Exhibit A.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale as of the date first above written.

SELLER:

By: _____
Name: Bryan Hague
Title: Manager, Real Estate Services

EXHIBIT A
To Bill of Sale and Assignment

Legal Description

LOT 7, BLOCK 28, WOODMONT BEACH ADDITION TO KING COUNTY, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 22 OF PLATS, PAGE 30, RECORDS OF KING COUNTY, WASHINGTON;

EXCEPT THAT PORTION CONDEMNED FOR MARINE VIEW DRIVE BY KING COUNTY SUPERIOR COURT CAUSE NUMBER 270654.

APN: 953660-0590

EXHIBIT D.**Seller's Certification of Non-Foreign Status under
Foreign Investment in Real Property Tax Act (26 U.S.C. 1445)**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform the transferee that withholding of tax is not required upon the disposition of a U.S. real property interest by King County ("Transferor"), the undersigned hereby certifies the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii);
3. Transferor's U.S. employer identification number is 91-6001327;
4. Transferor's office address is King County Facilities Management Division, Real Estate Services Section, Room 800 King County Administration Building, 500 Fourth Avenue, Seattle, WA 98104.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

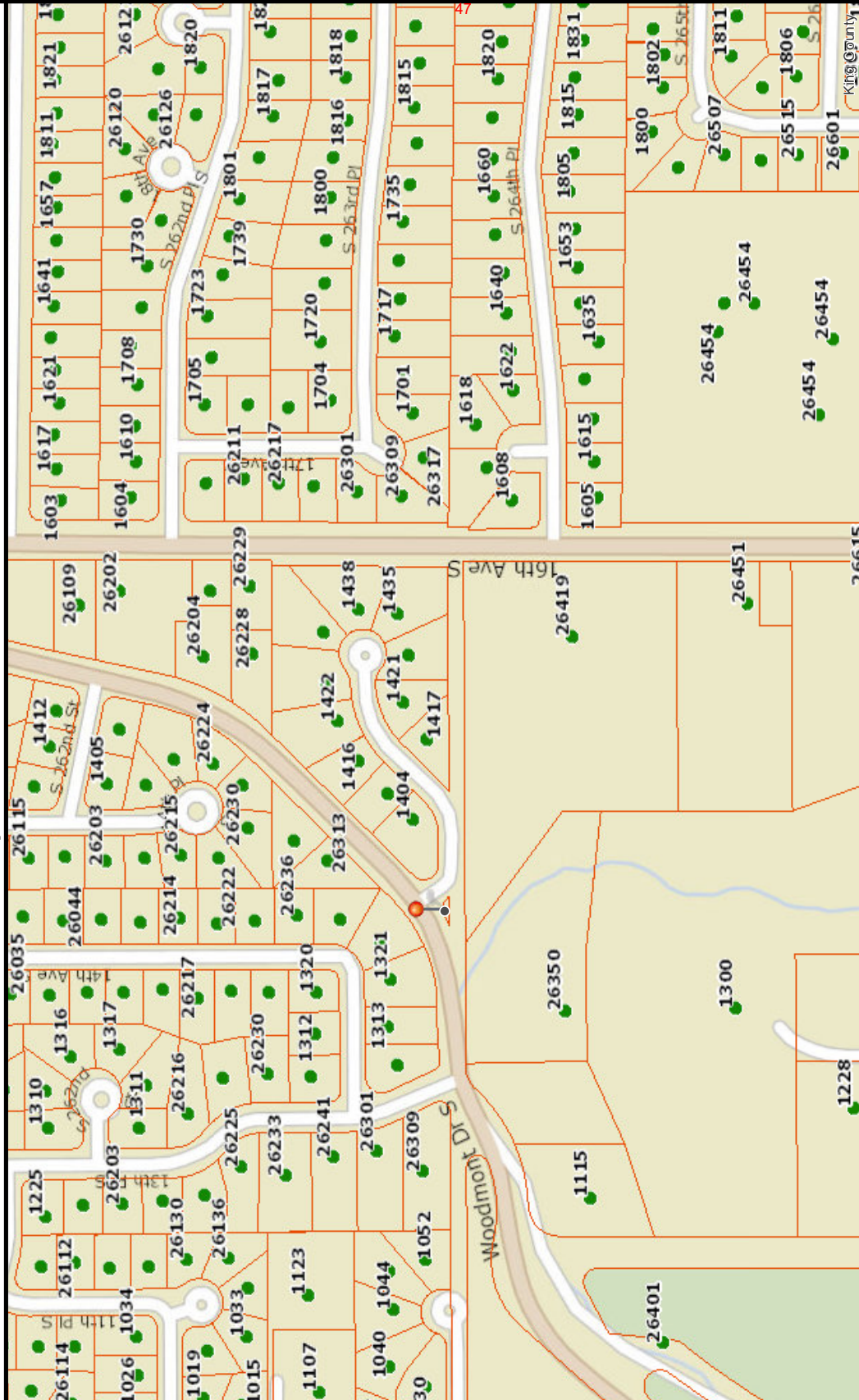
Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct, and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

King County, Transferor:

By: _____
Name: Bryan Hague
Title: Manager, Real Estate Services

DATE:

Tax parcel 292204-9053



The information included on this map has been compiled by King County staff from a variety of sources and is subject to change without notice. King County makes no representations or warranties, express or implied, as to accuracy, completeness, timeliness, or rights to the use of such information. This document is not intended for use as a survey product. King County shall not be liable for any general, special, indirect, incidental, or consequential damages including, but not limited to, lost revenues or lost profits resulting from the use or misuse of the information contained on this map. Any sale of this map or information on this map is prohibited except by written permission of King County.

Date: 1/13/2021

Notes:



King County



Tax parcel 953660-0590



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Date: 1/13/2021

Notes:



King County



A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Arts Commission Appointment

FOR AGENDA OF: January 21, 2021

ATTACHMENTS:

1. Application

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

DATE SUBMITTED: January 5, 2021

CLEARANCES:

- ☐ Community Development *Susan M. Gye*
- ☐ Marina
- ☒ Parks, Recreation & Senior Services *kg*
- ☐ Public Works

CHIEF OPERATIONS OFFICER: _____

- ☐ Legal
- ☐ Finance
- ☐ Courts
- ☐ Police

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

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

Suggested Motion

Motion: "I move to confirm the Mayoral appointment of Josh Wainscott to a 3 year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2023."

Background

The City Council adopted Ordinance No. 1393 establishing the Des Moines Arts Commission in November 30, 2006. The nine Arts Commission positions were appointed in February 2007. The terms were staggered so that six positions are retained each year and three positions expire each year on December 31.

The Arts Commission was created to:

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

Discussion

This agenda seeks confirmation of the Mayoral appointment of Des Moines resident Josh Wainscott to the Des Moines Arts Commission effective immediately and expiring on December 31, 2023.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

Staff supports the appointment of Josh Wainscott to the Des Moines Arts Commission.



CITY OF DES MOINES
APPLICATION FOR APPOINTEE OFFICE
21630 11th Avenue South
Des Moines, WA 98198

Attachment #1

Recvd. _____

Please Check

NAME: Josh Wainscott
ADDRESS: 819 S. 232nd St
CITY/ZIP: Des Moines 98198
PHONE: Home 253-219-7309 Work -
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 13 yrs
REGISTERED VOTER? yes
E-MAIL ADDRESS: joshwainscott@gmail.com

- ☐ Civil Service Commission
- ☐ Planning Agency
- ☐ Library Board
- ☐ Human Services
- ☐ Senior Services
- ☒ Arts Commission
- ☐ Marina Beach Park

EMPLOYMENT SUMMARY LAST FIVE YEARS: Self employed painter - 10 yrs
Youth director at John Knox Presbyterian in Normand Park 2018-2019

Are you related to anyone presently employed by the City or a member of a City Board? _____
If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? _____ if so, please describe: _____

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

SEE Attached

1. Why do you wish to serve in this capacity and what can you contribute? _____

2. What problems, programs or improvements are you most interest in? SEE ATTACHED

3. Please list any Des Moines elective/appointive offices you have run/applied for previously. N/A

City of Des Moines Arts Commission Application

Applicant: Joshua Wainscott
819 S 232nd St
Des Moines 98198

Attached Questions

1. I would like to serve the city and community of Des Moines by serving on the Arts Commission. I have always found that good things seem to happen around arts and music, especially when it comes to building relationships and community. Serving, is what I love to do most, whether it's serving in youth ministry or leading volunteer work parties for nonprofit organizations. What I can bring to this commission is the willingness to get to work. I show up. I am invested in this community, especially the youth in it. I believe I am well known and liked to many, and have lots of connections in the immediate area. I want to help build this community to be more supportive and engaging for the young and old alike.

2. The programs that I am most interested in are the ones that revolve around arts, music, and food. I think that we can all agree that these things are foundations for building relationships and community. We gather at the table, we listen to music and share stories about our lives. Shared experience come in many forms, like music, artwork, poetry and spoken word. Through these methods we share our lives and experiences with each other. Making a space for community members to better relate to their neighbors is what I am all about.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Human Trafficking Awareness Month

FOR AGENDA OF: January 21, 2021

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

DATE SUBMITTED: January 13, 2021

1. Proclamation

CLEARANCES:

- ☐ Community Development _____
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Public Works _____

CHIEF OPERATIONS OFFICER: _____

- ☐ Legal _____
- ☐ Finance _____
- ☐ Courts _____
- ☐ Police _____
- ☒ City Clerk 

APPROVED BY CITY MANAGER

FOR SUBMITTAL: **Purpose and Recommendation**

The purpose of this item is to observe Human Trafficking Awareness Day, which reaffirms the City of Des Moines' zero-tolerance policy for human trafficking, and encourage all to raise awareness and work collaboratively with law enforcement agencies and community organizations to combat this terrible crime.

Suggested Motion

Motion: "I move to approve the Proclamation recognizing January as Human Trafficking Awareness Month."

Background

In 2007 the U.S. Senate designated annually that January 11 would be recognized as a National Day of Human Trafficking Awareness in an effort to raise consciousness about this global, national and local issue. January 11, 2012, Washington State Senate followed, unanimously adopting Senate Resolution 8663, which honors people and organizations that fight against human trafficking and encourages Washingtonians to observe National Slavery and Human Trafficking Prevention month, as well as the National Day of Human Trafficking.



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, human trafficking occurs when someone uses force, fraud or coercion to cause another person to engage in forced labor, involuntary servitude, or a commercial sex act; and

WHEREAS, human trafficking is second only to narcotics trafficking in international crime; and

WHEREAS, the International Labor Organization estimates that there are upwards of 20 million victims of modern day slavery worldwide, with children making up 27 percent of the victims; and

WHEREAS, victims of human trafficking may be young, old, male, female, US citizens, or foreign nationals; and

WHEREAS, aggressively identifying and prosecuting the buyers and sellers of trafficking victims is an effective strategy to end the commission of human trafficking; and

WHEREAS, assisting victims of human trafficking requires a coordinate community response among community groups, social services, schools, and law enforcement; and

WHEREAS, Washington State recognizes a National Day of Human Trafficking Awareness, which is designated annually as January 11th; now therefore

THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS January to be

HUMAN TRAFFICKING AWARENESS MONTH

In the City of Des Moines, and reaffirms the City of Des Moines zero-tolerance policy for human trafficking, and encourages all to raise awareness about human trafficking and work collaboratively with law enforcement agencies and community organizations to combat this terrible crime.

SIGNED this 21st day of January, 2021

Matt Pina, Mayor

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2021 WASPC Mental Health Field
Response Team Grant acceptance

FOR AGENDA OF: January 21, 2021

DEPT. OF ORIGIN: Police

ATTACHMENTS:

DATE SUBMITTED: January 14, 2021

1. Mental Health Field Response Team Grant agreement between Washington Association of Sheriffs and Police Chiefs (WASPC) and the City of Des Moines
2. Project Narrative

CLEARANCES:

- [X] Community Development *Susan M. Cox*
 [] Marina _____
 [] Parks, Recreation & Senior Services _____
 [] Public Works _____

CHIEF OPERATIONS OFFICER: _____

- [X] Legal TG
 [X] Finance *Catherine Wilson*
 [] Courts _____
 [X] Police KT

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

Purpose

The purpose of this agenda item is for the City Council to authorize acceptance of a Mental Health Field Response Team grant funded by the Washington State Health Care Authority and administered by the Washington Association of Sheriffs and Police Chiefs (WASPC).

Suggested Motion[s]

Motion 1: "I move to approve the 2021 Mental Health Field Response Team grant administered by the Washington Association of Sheriffs and Police Chiefs in the amount of \$234,588.00 and to direct the City Manager to sign the attached grant agreement substantially in the form as attached."

Background

In 2018, the Washington State Legislature enacted House Bill 2892, which directed the Washington Association of Sheriffs and Police Chiefs to develop and implement a mental health field response program. The purpose of the program is to assist local law enforcement agencies to establish and expand mental health field response capabilities, utilizing mental health professionals to professionally,

humanely, and safely respond to crises involving persons with behavioral health issues with treatment, diversion, and reduced incarceration time as primary goals.

Grants to local law enforcement agencies are awarded under the program based on locally developed proposals to incorporate mental health professionals into the agencies' mental health field response planning and response and may be awarded to two or more agencies submitting a joint grant proposal to develop their mental health field response proposals. Grant recipients must include at least one mental health professional who will perform professional services under the plan and may assist patrolling officers in the field or in an on-call capacity, provide preventive, follow-up, training on mental health field response best practices, or other services at the direction of the local law enforcement agency.

The City of Des Moines submitted a grant proposal to WASPC proposing to create a co-responder program that would be a partnership between and serving the police departments of Algona, Auburn, Des Moines, Federal Way, Kent, Pacific, Renton, and Tukwila. The cities would work with the King County Behavioral Health and Recovery Division and King County Behavioral health to provide a coordinated response to those in South King County experiencing mental health crisis and emergencies. The project was proposed to be administered by the Des Moines Police Department and housed at the DMPD Sub-Station at Redondo Square.

Chief Thomas was notified on January 8 that WASPC has approved the City's grant proposal awarding \$234,588.00 for the first half of 2021.

Discussion

In 2019, 1,802 individuals in South King County were referred to the Community Commitment Services of the Behavioral Health and Recovery Division. Approximately fifty-six percent of those referrals resulted in involuntary detention or voluntary hospitalization. While a minority of these incidents involved law enforcement contact, incidents that involve law enforcement contact are far from rare and can escalate into serious and sometimes tragic events. Staff believes that the ability of law enforcement to engage mental health professionals can reduce unnecessary commitments to jail or psychiatric hospitalization and avoid tragedies.

The Legislature created this grant program recognizing that individuals experiencing mental crises are a profound challenge to public safety and to the safety to the individual. Empowering police departments to deploy mental health response teams is a vital means to ensuring that these incidents and are dealt with safely and effectively. Acceptance of this grant will create a team of mental health professionals that will work with South King County Police departments to put the Legislature's goals into practice and make the region that much safer. Locating this team in Des Moines will provide the City with the advantage of quick response at times when time may be of the essence.

Alternatives

The Council may:

1. Approve the grant agreement accepting the WASPC grant funds.
2. Decline to accept the grant. (not recommended)

Financial Impact

Approval and execution of this agreement will allow the City to receive \$234,588.00 which will fully fund a co-responder program serving South King County.

Recommendation or Conclusion

Staff recommends acceptance of the grant and approval of the agreement as presented.

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**Washington Association of
Sheriffs & Police Chiefs**

**Mental Health Field Response Team
Program Face Sheet**

- 1. Contractor's Name & Address:** Des Moines Police Department
21900 11th Ave S
Des Moines, WA 98198
- 2. Tax Identification No.:** 91-6016496
- 3. Contract No.:** MHFRT-2021-001-001
- 4. Contractor's Point of Contact:**
Name: Ken Thomas
Title: Chief
Telephone: 206-870-7601
Email: kthomas@desmoineswa.gov
- 5. Contract Period:** January 1, 2021 - June 30, 2021
- 6. Funding Authority:** Washington State Criminal Justice Training Commission
and Washington Association of Sheriffs & Police Chiefs
- 7. Service Area:** City of Des Moines, City of Algona, City of Auburn, City of Black
Diamond, City of Federal Way, City of Kent, City of Pacific, City of Renton, City of
Tukwila
- 8. Requests for Reimbursement under this CONTRACT are capped at:** \$234,588.00

IN WITNESS WHEREOF, the Washington Association of Sheriffs & Police Chiefs (WASPC) and the Des Moines Police Department (CONTRACTOR) acknowledge and accept the terms of this CONTRACT and the attachments hereto, and in witness where of have executed this CONTRACT as of the date and year last written below. The rights and obligations of both parties to this CONTRACT are governed by the information on this CONTRACT Face Sheet and other documents incorporated herein by reference: Contract Specific Terms and Conditions; and the Project Narrative and Budget Worksheet which constitute the Statement of Work.

FOR WASPC:

Steve Strachan, Executive Director
Washington Association of
Sheriffs & Police Chiefs
Date: _____

FOR CONTRACTOR:

Name: _____
Title: _____
Date: _____

**CONTRACT SPECIFIC TERMS AND CONDITIONS
WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS
MENTAL HEALTH FIELD RESPONSE TEAMS GRANT PROGRAM**

This AGREEMENT is entered into by and between the WASHINGTON ASSOCIATION OF SHERIFFS & POLICE CHIEFS (hereinafter referred to as WASPC); and the DES MOINES POLICE DEPARTMENT (hereinafter referred to as the CONTRACTOR).

NOW, THEREFORE, in consideration of the covenants, performances, and promises contained herein, the parties hereto agree as follows:

FUNDING SOURCE

Funding for this CONTRACT is provided to WASPC by the Washington State Health Care Authority, misdemeanor diversion program (funding period of January 1, 2021 through June 30, 2021).

SCOPE OF SERVICES

The CONTRACTOR shall use the state funds awarded hereunder solely for salary and benefits, costs and contracted services, goods and services, and travel and other essential costs to support the further defined by the STATEMENT OF WORK.

SCOPE OF WORK

The CONTRACTOR shall seek to implement the activities and to achieve the goals and objectives of the Mental Health Field Response Teams Program, as set forth in the STATEMENT OF WORK.

SCOPE OF WORK REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any significant change to the SCOPE OF WORK as expressed in the STATEMENT OF WORK. Such requests shall be accompanied by a revised STATEMENT OF WORK or other supporting documents and shall be accepted by WASPC before the activities supporting the revised SCOPE OF WORK qualify as part of the SCOPE OF SERVICES.

BUDGET REVISIONS

The CONTRACTOR shall submit to WASPC a written request to effect any

change(s) in the project budget which reflect a cumulative transfer of greater than ten (10) percent in the aggregate among budget line items as indicated on the CONTRACT Face Sheet. WASPC may approve or deny the request at its sole discretion.

PERFORMANCE STANDARDS

The CONTRACTOR shall perform the services as defined in the STATEMENT OF WORK incorporated herein; in accordance with the budget and estimated expenditure plan, as stated on the CONTRACT Face Sheet and in accordance with the Mental Health Field Response Teams Program, as well as other policies and procedures issued by WASPC.

PERIOD OF OBLIGATION

The CONTRACT period during which financial assistance may be provided is indicated on Line 5 of the CONTRACT Face Sheet.

ALLOWABLE COSTS

Allowable costs shall include costs incurred by the CONTRACTOR from the first date of the CONTRACT period, until the CONTRACT is terminated or expires as provided herein, but in no event shall allowable costs exceed the maximum stated amount of the CONTRACT as provided on Line 8 of the CONTRACT Face Sheet. Costs allowable under this CONTRACT are based on a budget approved by WASPC.

WASPC shall pay to the CONTRACTOR all allowable costs incurred from the first date of the CONTRACT period until this CONTRACT is terminated or expires evidenced by proper expenditure reconciliation report, submitted to WASPC on a timely basis, insofar as those allowable costs do not exceed the amount appropriated or otherwise available for such purposes as stated on the CONTRACT Face Sheet.

NON-SUPPLANTING

The CONTRACTOR shall not use the state funds specified by this CONTRACT to supplant local, federal, or other state funds. The CONTRACTOR shall not use these state funds to replace funding which would otherwise be made available to the CONTRACTOR had the state funds provided by this CONTRACT not been provided.

GRANT ADMINISTRATION

The WASPC Grant Administrator shall be responsible for monitoring the performance of this CONTRACT, including approval and acceptance of reports provided by the CONTRACTOR. The WASPC Grant Administrator shall provide and facilitate assistance and guidance to the CONTRACTOR as necessary.

PROGRAM ADMINISTRATION

The CONTRACTOR shall notify WASPC of the local program administrator who shall be responsible for the performance of this CONTRACT. The CONTRACTOR shall provide WASPC with the program administrator's name, address, telephone number(s), and any subsequent changes.

DATA COLLECTION

The CONTRACTOR shall utilize the data collection tool provided by WASPC, hereinafter referred to as the WASPC Data Collection Tool, which is the OpenLattice Application. The CONTRACTOR must provide sufficient resources to establish the administrative permissions necessary for the WASPC Data Collection Tool to be fully operational at the time field response begins at the agency. The CONTRACTOR, if not already done so, shall execute the OpenLattice App Use Agreement, which will be separately executed between WASPC, the CONTRACTOR and OpenLattice.

REPORTING REQUIREMENTS

The CONTRACTOR shall submit required reports by the date using required forms according to procedures issued by WASPC.

REPORT DUE DATES

1. Monthly Progress Report. The 10th of the month following the previous month in which funded activities were performed.
2. Final Assessment Report. The 10th of the month following the six-month period in which funded activities were performed.

The CONTRACTOR shall be obligated to submit required reports after the close of the CONTRACT period, during the transfer of obligations to another CONTRACT, or upon termination of the CONTRACT for any reason.

PAYMENT PROVISIONS

WASPC shall award state funds to the CONTRACTOR in the amount provided on Line 8 of the CONTRACT Face Sheet. Upon receipt of a fully executed Agreement, WASPC will allow reimbursement of allowable expenditures made by the CONTRACTOR. The CONTRACTOR is required to complete and submit

to WASPC an A19-1A Form along with documentation for the expenditures.

The CONTRACTOR is required to complete and submit to WASPC quarterly reconciliation statements to account for the expenditure of the state funds.

EVALUATION AND MONITORING

The CONTRACTOR shall cooperate with and freely participate in any monitoring or evaluation activities conducted by WASPC that are pertinent to this CONTRACT. WASPC, the State Auditor, or any of their representatives shall have full access to and the right to examine during normal business hours and as often as WASPC, or the State Auditor may deem necessary, all of the CONTRACTOR'S records with respect to all matters covered in this CONTRACT. Such representatives shall be permitted to audit, examine, and make excerpts or transcripts from such records and to make audits of all CONTRACTS, invoices, materials, payroll, and records of matters covered by this CONTRACT. Such rights extend for three years from the date final reconciliation is made hereunder.

ACKNOWLEDGEMENT OF STATE FUNDS

The CONTRACTOR and its SUBCONTRACTORS shall comply with the special conditions listed below:

1. Applicability of Part 200 Uniform Requirements The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (the "Part 200 Uniform Requirements") apply to this award.
2. The CONTRACTOR understands and agrees that WASPC may withhold award funds, or may impose other related requirements, if the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of awards.
3. CONTRACTOR understands and agrees that is cannot use any state funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express written approval of WASPC.
4. The CONTRACTOR agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of state funds for expenses related to conferences, meetings, trainings, and other events,

including the provision of food and/or beverages at such events, and costs of attendance at such events.

5. The CONTRACTOR agrees that if it currently has an open award of state funds or if it receives an award of state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing, the WASPC grant administrator for this award, and, if so requested by WASPC, seek a budget modification or change of project scope to eliminate any inappropriate duplication of funding.

6. The CONTRACTOR understands and agrees that award funds may not be used to discriminate against or denigrate the religious or moral beliefs of students who participate in programs for which financial assistance is provided from those funds, or of the parents or legal guardians of such students.

7. The CONTRACTOR understands and agrees that, (a) No award funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography, and (b) Nothing in subsection (a) limits the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

8. The CONTRACTOR must collect, maintain, and provide to WASPC, data that measure the performance and effectiveness of activities under this award, in the manner, and within the timeframes, specified in the program solicitation, or as otherwise specified by WASPC. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act, and other applicable laws.

9. The CONTRACTOR agrees to cooperate with any assessments, state evaluation efforts, or information or data collection requests, including, but not limited to, the provision of any information required for the assessment or evaluation of any activities within this project.

10. The CONTRACTOR agrees to comply with WASPC grant monitoring guidelines, protocols, and procedures, and to cooperate with WASPC on all grant monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide to WASPC all documentation necessary to complete monitoring tasks. Further, the recipient agrees to abide by reasonable deadlines set by WASPC for providing the requested documents. Failure to cooperate with WASPC's grant monitoring activities may result in sanctions affecting the recipient's awards, including, but not limited to: withholdings and/or other

restrictions on the recipient's access to grant funds; referral to the Office of the State Auditor for audit review; or termination of an award(s).

11. The CONTRACTOR acknowledges that sub-awards are not authorized.

12. The CONTRACTOR agrees to submit to WASPC for review and approval any curricula, training materials, proposed publications, reports, or any other written materials that will be published, including web-based materials and web site content, through funds from this grant at least thirty (30) working days prior to the targeted dissemination date.

13. Applicants must certify that Limited English Proficiency persons have meaningful access to the services under this program(s). National origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI and the Safe Streets Act, recipients are required to take reasonable steps to ensure that LEP persons have meaningful access to their programs. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. The U.S. Department of Justice has issued guidance for grantees to help them comply with Title VI requirements. The guidance document can be accessed on the Internet at www.lep.gov.

14. Grantee agrees to comply with the requirements of 28 C.F.R. Part 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

15. Grantee agrees to comply with all confidentiality requirements of 42 U.S.C. section 37899 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. Grantee further agrees, as a condition of grant approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, section 22.23.

16. Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day.

17. All procurement (contract) transactions under this award must be conducted in a manner that is consistent with 2 C.F.R. Part 200 and State and local law.

ENTIRE AGREEMENT

This CONTRACT contains the entire agreement of the parties and may not be modified or amended except as provided herein. The CONTRACTOR shall perform in accordance with the specific and general terms and conditions of this

CONTRACT. No other understanding, oral or written, regarding the subject matter of this CONTRACT shall be deemed to exist or to bind any of the parties hereto. The CONTRACTOR shall comply with all applicable laws, ordinances, codes, regulations and policies of local, state, and state governments. This CONTRACT consists of the following documents:

1. MHFRT 2021-001 CONTRACT Face Sheet
2. Contract Specific Terms and Conditions

ORDER OF PRECEDENCE

In the event of any inconsistency in this CONTRACT, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable federal statutes and regulations
2. Applicable state statutes and regulations
3. MHFRT 2021-001 CONTRACT Face Sheet
4. CONTRACT Specific Terms and Conditions

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South King County Co-Responder Project Narrative

Project Description

The South King County Co-Responder Program will be a partnership that includes the police departments of Algona, Auburn, Black Diamond, Des Moines, Federal Way, Kent, Pacific, Renton and Tukwila along with the King County Behavioral Health and Recovery Division (BHRD) and King County Behavioral Health agencies to provide a coordinated response to those in South King County experiencing mental health crisis and emergencies. This partnership between law enforcement and mental health professionals is the collaborative effort necessary to respond to community members in need. This shared approach has been shown to improve engagement with people experiencing crises and reduce the rate in which individuals experiencing mental health crises are incarcerated.

The mental health co-responders will engage directly with officers from the participating law enforcement agencies and will be employees of a licensed behavioral health agency. The co-responders will be housed at the Des Moines Police Sub-Station located at 272nd and Pacific Highway South. This location borders three of the participating agency jurisdictions. The co-responders may also be provided with desk space at participating agency stations as necessary to travel the South King County region effectively.

There will be an assigned Assistant Chief or Commander from one of the participating agencies to serve as the Program Supervisor, to provide program oversight, data tracking and coordination. The Program Supervisor will report to the Program Manager, who will oversee the budget and program development. The Program Manager will report to the program team, which consists of the Chief of each participating agency and representatives from the Behavioral Health agency.

How does the approach comply with HB 2892?

The approach taken by the South King County Police Departments and King County with this co-responder program reflects the intent of the Mental Health Field Response Program as described in HB2892, including but not limited to, Section 1, paragraphs 2 and 3 and the Purpose Statement on page 1 of this grant application.

This approach provides for a wraparound plan with dedicated Mental Health Professionals and Mental Health Navigators available to law enforcement during work hours and in an on-call capacity. This coordinated response will provide for the ability to safely and sensitively respond to people in crisis. The goal is to provide crisis intervention services and refer to and promote treatment, and when possible avoid incarceration and hospitalization.

The majority of the officers from the participating agencies have completed the Crisis Intervention Training through the State of Washington 8 and 40 hour courses. Members of the participating Law Enforcement Agencies have been meeting with Representatives of the Washington State Legislature – including their staff, Behavioral Health service providers and the King County Behavioral Health and Recovery Division to develop a comprehensive plan to safely respond to and prevent the deeper involvement of vulnerable individuals in the justice system.

The addition of Mental Health Navigators will assist those in need with preventative and follow-up services once the initial call from crisis services is resolved.

The Puget Sound Regional Fire Authority and South King Fire and Rescue serve the majority of jurisdictions in this application. Each of these agencies deploy a “FD Cares” program that consists of firefighters and Mental Health Professionals that focus on following up on those who need mental health services but are not currently in crisis. The “FD Cares” programs have agreed to be participants in the South King County Mental Health Field Response Team Program specifically in the area of prevention and follow-up.

The Valley Communications Center provides dispatch services for the participating cities in this program. Valley Com is supportive of enhancing their operations to maximize the goals of this program.

Describe the link between the intended participants’ needs and the programs ability to serve those needs

The meetings mentioned above provide structure and information to allow the participants needs to be discussed and acted upon. There is an existing mobile crisis unit within King County that provides service when possible. This dedicated program includes Mental Health Care Coordinators and coordinates with the “FD Cares” program to ensure the needs of the participants are met.

The value of a co-responder model has been proven in jurisdictions across the country, including many in Washington State. Law enforcement agencies, along with mental health professionals, have the expertise and vision needed to make this model a permanent part of their department.

Provide a description of the service area and included catchment area(s).

The service area consists of the Cities of Algona, Auburn, Des Moines, Federal Way, Kent, Pacific, Renton and Tukwila in South King County. South King County as a whole is 865 square miles.

Each of these cities has its own police department that provides structure and staffing for their specific jurisdiction. The mental health co-responders will be centrally located within these jurisdictions to account for timely travel time and response to calls.

What process will be used to determine protocols and processes for gathering information from callers by the call takers and dispatchers

The involved agencies in this program are all served by Valley Communications Center. Valley Com uses Standard Operating Procedures (SOP) to take information on various types of calls. Valley Com has specific SOP’s for call takers and dispatchers when receiving calls for those who may have mental health emergencies. Valley Com uses a Computer Aided Dispatch (CAD) system. In addition to radio communications between dispatchers and officers, information is shared via in vehicle computers allowing for officers to have accurate information in the field.

How many participants does the program anticipate it will contact and how many will it serve?

In 2019, 1,802 individuals in South King County were referred to the Behavioral Health & Recovery Division’s (BHRD) Crisis Commitment Services (CCS). CCS conducts assessments to determine if an individual is a danger to themselves, a danger to others, or is gravely disabled to a point where he/she needs to be involuntarily detained to a psychiatric hospital for 72 hours.

Of the 1802 referrals to CCS for South King County residents in 2019, 78% (1411 of 1802) were assessed for potential detention. Of those numbers, 71% (or 1001) were involuntarily detained or voluntarily hospitalized.

21% of those referred to CCS (1,802 of 8,680) were individuals residing in South King County and another 27% (2,326 of 8,680) were missing address data. Among those referral's, 64% came from health care facilities, 21% from family and community members and 9% were from the criminal Justice system.

Although this data reflects the number of South King County residents who were experiencing a mental health crisis in the community and needed evaluation to determine whether psychiatric hospitalization was necessary, the majority of the cases did not involve law enforcement.

For those cases that did involve law enforcement, it is anticipated that had this mental health co-responder team been in place in South King County in 2019, the overall number of referrals to the CCS team could have been reduced. It is anticipated that the mental health co-responder team could have assisted some of these individual in avoiding either jail or psychiatric hospitalization.

Explain the training approach to be implemented throughout the program for the law enforcement officers, call takers/dispatchers and behavioral health personnel to operate successfully and competently within your agency.

The training approach will consist of the Program Supervisor partnering with supervisors from the involved law enforcement agencies, King County Behavioral Health and Recovery Division, the co-responder employer behavioral health agency, and Valley Communications Center to develop a comprehensive training plan and standard operating procedures to be presented to all personnel involved.

Utilizing the data collection tool, Open Lattice, as described in the grant description, will be the best provider of possible resources for the individual experiencing the crisis in real-time. Utilizing this in response to calls, and following up with the shareable Crisis Template, will be tantamount in operation success and training within the Co-Responder Program.

Describe the steps the program will take to transition diverted individuals from short-term services to more permanent community support services

In discussions with regional Mental Health Professionals, on best practices – the following are the steps our Co-Responder program would take in diverting individuals in crisis from short-term to more permanent community support services.

- The first and most pertinent step is de-escalation and reducing the immediate crisis.
- The second primary goal it to assess the individual for short term needs, such as food and shelter.
- The third goal is to connect clients to providers and resources that are best suited to their immediate and long term needs.
- Creating the connections to the clients needing care often involves transporting clients to those long term providers, and making care plans in conjunction with support systems to minimize future 911 crisis needs.

- Clients can be high utilizers of 911 and their support systems. Long-term consistent solutions will minimize future 911 crisis needs and assist in stabilization.

What wraparound linkage services and resources will be provided in the program and how are these consistent with evidence-based practices?

Utilizing the Mental Health Professional (MHP) at the scene alongside law enforcement will ensure an immediate and appropriate response. The individual in crisis will be provided the tools needed in a crisis to de-escalate and plan for next steps. The individual will be provided the least restrictive intervention, so long as the safety of the individual, law enforcement, and the MHP is maintained.

The model will also be able to access the evaluation of a Crisis & Commitment Services Designated Crisis Responder (DCR) should the situation rise to a level of needing assessment for involuntary detention (psychiatric hospitalization).

The co-responder model seeks to increase earlier and more efficient intervention for community members with mental illness who may come into contact with law enforcement.

This is consistent with evidence-based practices as it develops a positive and trusting relationship between the law enforcement officers and the mental health professionals involved. This continual partnership will help change the narrative and create a more holistic and sensitive intervention to crises.

Staffing the Co-Responder team by utilizing community based behavioral health agencies currently established in South King County will ensure individuals in need will be provided ongoing support by providers who are an integral part of the community and know the needs of individuals and families across the South King County region. Being mindful of collaboration with BIPOC organizations and peer recovery and support organizations will be integral. The greater outreach community is encountering these individuals on a regular basis and often do not always have the skill to disrupt the cycle of untreated mental illness, substance abuse and chronic homelessness.

Project Need

Vulnerable community members are increasingly not provided the immediate care and attention they need. Often, support is provided through various providers, through the criminal justice system, and frankly too late. Individuals experiencing homelessness, those with cognitive impairments, mental health and addiction struggles, as well as countless other circumstances, need immediate response, support and care.

Providing immediate intervention, followed by connection to long term care and services will provide a sustainable model for this Co-Responder program. Often Police and Fire Personnel's role is to intervene immediately, de-escalate and respond appropriately to each scene. Vulnerable community members need the wrap around care to continue beyond that one crisis or call. It will be a collective effort by our community- for our community. This model will be sustainable and will be the long term solution for those who need more support.

Project Personnel

The South King County cities partnering in this effort will utilize their Police Departments to collaborate with the Mental Health Professionals funded by this grant to respond to a significant need for crisis

intervention and de-escalation. The first response alongside police will be the Mental Health Professional. (MHP) who will be trained in de-escalation and crisis response. The two Navigators will provide follow up care and connection to treatment and will support the individual through the immediate crisis and into longer term care, if possible.

Co-Responders

- Mental Health Professional – provides crisis intervention, de-escalation, behavioral health consultation, and necessary evaluation on scene, alongside PD.
- Navigator- Two navigator positions will work directly with the MHP to assist in the crisis intervention and develop a treatment plan for the individual to receive follow-up services after the resolution of the crisis. They will perform a liaison role and will aid in connecting those in crisis to resources and necessary follow-up and/or treatment. They will be housed at the Des Moines substation alongside the MHP. They will assist in follow up needs, crisis prevention planning, and help first responders in South King County to address the needs of individuals with behavioral health issues. The Navigators will work with those identified by police and fire personnel as being at risk of crisis or arrest. The goal will be diversion from incarceration. The Navigator will serve as a resource for the first responders.
- *Designated Crisis Responder *- available to assess for involuntary commitment to a psychiatric hospital, if necessary, if the individual is a danger to themselves, others or gravely disabled
- Supervisor – A selected behavioral health agency will supervise the MHP and Navigators positions.
- Assistant Chief / Commander – Each area Police Department will serve as a program manager/contact for that specific department.
- Lead Agency Program Manager – Chief Ken Thomas, Des Moines PD. Chief Thomas will oversee Des Moines police officers and support the MHP and Navigator positions.
- South King County Police Departments - Algona, Auburn, Federal Way, Kent, Pacific, Renton, and Tukwila Police Departments. These partners will utilize the common MHP and Navigators in their response to mental health crises.

Partnership and Collaboration

how will the program cultivate the development of a coordinated system of care that integrates all services (referral, intake, case planning, service delivery, case management, evaluation) and includes a feedback loop to all program partners?

The Co-Responder model will implement a coordinated system of care to respond to the potential mental health needs.

- Assessments of mental health conditions, including safety/risk assessment
- Guided support in accessing community resources
- The MHP and Navigator will be a liaison between the individual with a behavioral health issue, the community partners necessary, and the police.
- The MHP and Navigator will report back to the BHR Supervisor and collaborate with the Assistant Chief/Commander representative from the specific jurisdiction.
- The MHP and Navigator will maintain thorough records to ensure access and communication amongst all regional partners.

- Case planning and troubleshooting will occur within each jurisdiction, but also in a regional capacity with monthly meetings and consultations.
- Continue to strive for better – with guidance, support, and feedback from partners.

Services

- **Describe the partnerships proposed for stabilization, observation, disposition and custodial transfer.**

The co-responder model will utilize our community agency partners in our wraparound approach to the best possible outcomes for individuals in crisis. Consultation will occur across dispositions, and there will be open lines of communication amongst the team.

- **What is the process for assessing participants for danger to self and others; what assessment resources will be used?**

The behavioral health staff (MHP and Navigators) will be trained in crisis intervention, including the assessment to determine if one is a danger to themselves or others. Staff will have access to the Crisis & Commitment Services team for consultation and training resources. Assessment documents will be implemented to ensure standardization and validity of assessments.

- **Explain which resources will be engaged for participants who are considered “high utilizers” upon referral, and ongoing.**

Individuals who are identified as high utilizers of behavioral health services and the legal system will receive case consultation to develop a care plan that supports intervention to reduce the frequency of contact with law enforcement and/or crisis services.

- **Describe how individualized case plans will be developed and updated and how this information will be shared with the participant and the Mental Health Field Response Team.**

The Co-Responder model links the entire South King County region in a coordinated, effectual response. The MHP and Navigators can relay pertinent information to community service agencies and can provide the individual the best treatment possible. The Co-Responder team would have weekly debrief meetings, in which all cases and calls would be discussed, analyzed and reviewed.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Discussion of 2021 City Council
Legislative Priorities

FOR AGENDA OF: January 21, 2021

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: January 11, 2021

ATTACHMENTS:

1. Proposed 2021 City Council Legislative
Priorities

CLEARANCES:

- ☐ Community Development _____
☐ Marina _____
☐ Parks, Recreation & Senior Services _____
☐ Public Works _____

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal TG
☐ Finance _____
☐ Courts _____
☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for the City Council to review the 2021 City Council Legislative Priorities for the 2021 Legislative Session

Motion 1: “I move to approve the 2021 City Council Legislative Priorities as presented.”

Background

The State Legislative Session convened January 11, 2021. With Covid-restrictions it is expected to be a highly unusual session. The Capitol will be closed to visitors and most staff and even many Legislators will work remotely. This will be the State’s first “virtual session” with policies still being developed on how this will work.

It is a long session this year, scheduled to go for 105 days (this contrasts with last year’s 60-day session). This is a budget year when the State’s three biennial budgets are put together - the Operating Budget, Capital

Budget and Transportation Budget. Due to several uncertainties (some detailed below) there is a strong chance already that there could be additional special sessions between the end of the regular session and the start of the new fiscal year (1 July 2021).

The pandemic has created many more uncertainties than usual and makes it very difficult to assess how the session is going to go and what the prospects are for successfully attaining state funding for Des Moines' priority projects. The two biggest wildcards are: 1 – Washington's economy and tax collections & 2 – Congressional appropriations.

Washington State bases its budget on economic forecasts developed by the Washington Economic & Revenue Forecast Council (ERFC). In normal economic times ERFC's regular updated forecasts make minor adjustments up or down depending on the changing economic indicators/outlook. In recent months those updates are showing major gyrations – in June ERFC expected an almost \$9 billion shortfall over the next three years (through the end of this biennium as well as the coming biennium), the estimated deficit dropped to \$4.2 billion in September and just days ago was adjusted by another billion to a shortfall of "just" \$3.2 billion. Such volatility has never been seen before – and it likely will continue in the coming months. Given the very encouraging trends with Covid-vaccine it will hopefully continue in a positive direction, but there remain scenarios where the economy could backslide instead. The State, unlike the Federal government, must run a balanced budget. Therefore, the State budget must adhere to these ERFC forecasts – and this forecast could well change by a couple billion USD in the coming months. This is a budget-writer's nightmare.

The second major unknown is how much additional aid will come from Congress. The Federal government does not need to run a balanced budget and it is expected that there will be another incarnation of the CARES Covid-response & economic stimulus bill passed by the next Congress. As part of that (or in addition to that) there could be additional aid to State and Local governments. There could also be a \$1 trillion (+) infrastructure bill. When/what-limitations/how-much/how-soon on each of these is unknown. Last week's special election in Georgia shifted the US Senate to a Democratic majority which greatly increases the likelihood of substantial additional Federal support in the coming months, but nothing is guaranteed. So, Congress could well pass bills that send trillions or a few hundred billion USD – or zero. How that is divided and what programs it is funneled through could take several different routes. Or, there might even be no aid to State and Local governments and the infrastructure bill could be delayed by years (a not-too-funny joke for the past four years was that every week was supposed to be "Infrastructure Week" when the long expected grand infrastructure program would get attention and move forward).

We have two huge wildcards that each could mean a swing of billions for State budgets. This could be a draconian budget year with program cuts and tax increases -- or there could be substantial new resources available due to an unusual one-time influx of Federal funds.

Given the unusual volatility, staff is suggesting several potential budget asks. Depending on how these two wildcard events play out, it might not be realistic to expect to get funding for any of them – or we could potentially get some funding for all. Staff is requesting a "hunting license" to pursue opportunities in Des Moines' best interest as the session develops.

The State Legislators that represent areas of Des Moines are: Senator Karen Keiser (D-33rd), Senator Claire Wilson (D-30th), Representative Tina Orwall (D-33rd), Representative Mia Gregerson (D-33rd), Representative Jamila Taylor (D-30th), and Representative Jesse Johnson (D-30th). Congressman Adam Smith (D-W A 9th Congressional District) represents all of Des Moines in the US Congress along with US Senators Patty Murray and Maria Cantwell in the US Senate.

Most of Des Moines is in the 33rd District while the Redondo neighborhood is in the 30th. The City is fortunate to have representatives in top Legislative leadership positions. For instance, Senator Keiser is the Senate's President Pro Tempore. The President Pro Tempore serves as the Senate's presiding officer in

absence of the Lieutenant Governor. Representative Tina Orwall holds the equivalent position in the House - Speaker Pro Tempore - and she presides over the House in absence of the Speaker. Representative Gregerson is Vice-Chair of the House Appropriations Committee. All the Legislators in the 33rd have deep Legislative experience in Olympia.

The 30th District delegation is changing and has about the most junior status of any district in the Legislature. Senator Wilson is in her first term (elected in 2018). Last session Representative Reeves resigned her seat in mid-December and Federal Way City Councilor Jesse Johnson was appointed to that seat and started as Representative on the 2nd Day of session (14 January). Johnson won election to this seat in November. Representative Mike Pellicciotti was elected as State Treasurer and Jamila Taylor won her election for this seat. All these Legislators are very committed and have previous local government experience so their learning curves will be relatively short (Wilson & Johnson have, of course, already been very effective in representing Des Moines).

Following is a Legislative Agenda that has several budget asks in the Capital and Transportation budgets.

There is a Transportation Budget ask this year. Currently the State Transportation budget is delaying projects due to an approximately \$750 million expected shortfall in the Transportation Budget for the coming biennium. It will only be realistic to get any new projects in if a new Transportation funding package is passed this year – and currently both House and Senate chairs are planning on putting forth such packages. Another alternative is if significant Federal funds are sent to the State for projects.

There could be one significant additional Capital Budget ask – and this could come back to Council if there are further developments for such an addition to make sense.

There will also be a variety of policy bills that arise during the session. A bill is being drafted right now to expand the use of Tax Increment Financing (TIF) in Washington (it so far has only been allowed in a few test-cases). TIF could be useful in helping further spur development in Des Moines. The Washington Economic Development Association (WEDA) is backing this effort as are many individual cities, we recommend that Des Moines also actively support this initiative.

The housing crisis continues to be a real challenge in many communities, and we will be closely monitoring the new policy bills and engaging as appropriate for bills that could help find regional solutions.

It is still early, but there will likely be bills and/or budget provisos from our local Legislators addressing air quality and fine-particulate concerns near airports and providing resources for schools and communities for indoor/outdoor air quality monitoring. There could also be bills creating pilot programs for mental health professionals to accompany first responders on certain calls. These and other policy bills will likely be worth Des Moines' active support as they develop.

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2021 City of Des Moines City Council Legislative Priorities

1. **Bulkhead** – Reappropriation & Phase II funding. Due to the continuing long delays for any Puget Sound projects to get the required Federal NMFS permits, Des Moines will not be able to spend its currently allocated \$2 million for Phase I of this project before the end of this fiscal year (30 June 2020). It will be more cost effective now to combine Phases I & II, thus the City asks for re-appropriation of unspent funds Phase I plus an additional amount for Phase II. **Ask: up to \$2 million reappropriation + \$4.4 million Phase II**
2. **Redondo Fishing Pier and Capital Improvements.** The City received design funding in the last Capital budget. The design will be done by year's end. Construction funding will be sought as part of the 2021 Capital Budget. **Ask: \$2 million for fishing pier reconstruction**
3. **Improving Air Quality** - Capital budget request for indoor school classroom monitoring and outdoor baseline monitoring of air pollution related to the airport. Support Senator Keiser and Representatives Orwall & Johnson in this community initiative. **Ask: roughly \$800,000.**
4. **Barnes Creek Trail South Segment.** This segment will help connect Highline College and surrounding communities with the new Sound Transit station as well as connecting with a wider trail system. City already has a \$2 million grant from Sound Transit but will require more to fund the project. Transportation Budget **Ask: \$3.5 million**
5. **Policy Bills - Monitoring and Action.** There will be a variety of non-Des Moines-specific policy bills where Des Moines should take an active role. These will be flagged during the session. Issues will include those policies and legislation that protect or enhance the local authorities of cities. The **homelessness** crisis and how to address it regionally will see active legislation. Land use, **airport** and/or **marina** related legislation will be monitored particularly closely. One emerging issue is a bill to allow for wider use of **Tax Increment Financing** for economic development purposes that could be helpful to the City. The City Manager along with the City's Legislative Advocate, staff and AWC will continually identify and respond on other issues as appropriate and as they develop.