

AGENDA

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

Thursday, July 22, 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 completing a [council comment form](#) 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 complete the [council comment form](#) 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 meeting can also be viewed live on Comcast Channel 21/321 or on the City's [YouTube](#) channel.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC VIA ZOOM/WRITTEN PUBLIC COMMENT

CITY MANAGER REPORT

CONSENT CALENDAR

- Item 1. POLICE BODY WORN CAMERA PROGRAM FUNDING
Motion 1 is to approve an agreement with Watchguard for the purchase of equipment and software necessary for the Police Body Worn Camera program, and authorize the City Manager to sign the agreement substantially in the form as attached.
Motion 2 is to direct Administration to include sufficient funds for the purchase and maintenance of equipment and software for the Police Body Worn Camera program in the City budget for a period of 5 years.
[C1](#)
- Item 2. CONTRACT AMENDMENT AND EXTENSION WITH COACHING ACTION
Motion is to approve Amendment No. 2 with Coaching Action to continue to provide for leadership and communication for City staff through December of 2022, and authorize the City Manager to sign the amendment substantially in the form as attached.
[C2](#)
- Item 3. HUMAN SERVICES ADVISORY COMMITTEE APPOINTMENTS
Motion is to confirm the Mayoral appointment of Corrine Anderson-Ketchmark and Mary Guiberson to the City of Des Moines Human Services Advisory Committee effective immediately and expiring on December 31, 2022.
[C3](#)
- Item 4. DES MOINES MARINA REPLACEMENT OF M AND N DOCKS – CONSULTANT CONTRACT
Motion is to approve the Consultant Contract with Moffett and Nichols for the replacement of M and N docks in the amount of \$597,804, authorize a design contingency in the amount of \$60,000 and further authorize the City Manager to sign said agreement in the form as submitted.
[C4](#)
- Item 5. DRAFT RESOLUTION NO. 21-033 SETTING A DATE FOR PUBLIC HEARING FOR VACATION OF PUBLIC RIGHTS-OF-WAY FOR SOUTH 219TH STREET, SOUTH 220TH STREET, SOUTH 221ST STREET, SOUTH 224TH STREET AND 30TH AVENUE SOUTH TO SOUND TRANSIT FOR THE FEDERAL WAY LINK EXTENSION
Motion is to adopt Draft Resolution No. 21-033 setting a public hearing on September 2, 2021 or soon thereafter as the matter may be heard, for street vacations of South 219th Street, South 220th Street, South 221st Street, South 224th Street, and 30th Avenue South within the City of Des Moines to Sound Transit for the Federal Way Link Extension.
[C5](#)

Item 6. APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through July 2, 2021 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#162643-162764	\$ 647,933.88
Electronic Wire Transfers	# 1733-1745	\$ 623,124.95
Payroll Checks	# 19409-19409	\$ 994.76
Payroll Direct Deposit	#240001-240147	\$ 383,020.78
Payroll Checks	# 19410-19411	\$ 5,949.05
Payroll Direct Deposit	#260001-260153	\$ 418,333.07

Total Checks and Wires for A/P and Payroll: \$2,079,356.49

[C6](#)

Item 7. ARTS COMMISSION APPOINTMENT

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

[C7](#)

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

NEW BUSINESS

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10 Minutes

RECORDING OF COMMITTEE MEETINGS

Staff Presentation: City Manager Michael Matthias

[N1](#)

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

MONTH DATE YEAR City Council Regular Meeting

ADJOURNMENT

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Police Body Worn Camera
program funding

ATTACHMENTS:

1. WatchGuard (Motorola) Project
Quotation
2. Body Worn Camera Beta 060321
3. Body Worn Policy

FOR AGENDA OF: July 22, 2021

DEPT. OF ORIGIN: Police

DATE SUBMITTED: July 15, 2021

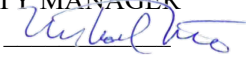
CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☐ Legal /s/ TG
- ☐ Finance _____
- ☐ Courts _____
- ☐ Police /s/ KT

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for City Council consideration and funding approval to implement a Body Worn Camera program.

Suggested Motion

Motion 1: "I move to approve an agreement with Watchguard for the purchase of equipment and software necessary for the Police Body Worn Camera program, and authorize the City Manager to sign the agreement substantially in the form as attached."

Motion 2: "I move to direct Administration to include sufficient funds for the purchase and maintenance of equipment and software for the Police Body Worn Camera program in the City budget for a period of 5 years."

Background

Police Use of Force (UoF) has come under increased scrutiny. Proper application of UoF is paramount for keeping Officers and the public safe. UoF is of the upmost responsibility of a Commissioned Police Officer to 'maintain the sanctity of life'. Capturing Police interactions with the public on video can provide an objective account when UoF is applied. DMPD has been on the forefront of Police accountability; being one of the first departments in the region to deploy in-car video over 20 years ago. Moving forward the Department believes extending video capture to Officers in the field with Body Worn cameras will maintain the trust critical to 'Protect and Serve' and will be vital to uphold forthcoming state laws requiring custodial interviews be recorded (Ref: SB1223).

Benefits

Audio and video recordings enhance this agency's ability to review probable cause for arrest, officer and suspect interaction, and evidence for investigative and prosecutorial purposes and to provide additional information for officer evaluation and training. The bodycam may also be useful in documenting crime and accident scenes or other events that include the confiscation and documentation of evidence or contraband.

About the Vendor Selection and Technology

The Police Department performed a review of viable vendors with capabilities to deploy Body Worn Camera (BWC) devices and accompanying management cloud hosted solution to be in compliance with FBI's Criminal Justice Information System (CJIS) and Federal Information Processing (FIPS) 140-2 standard. WatchGuard was selected as the best value and integrates seamlessly with existing In-Car Video (ICV) and existing detective interview rooms systems. Having both BWC and ICV under one system results in the best overall capture of a police interaction with the least impact to Officers and IT.

A pilot BWC program was deployed to determine if the solution is viable. The Pilot consisted of 5 officers using two WatchGuard cameras for a period of 4 months. During the pilot over 400 incidents were recorded and uploaded to a locally hosted solutions. Overall the feedback from officers was positive while issues and concerns shall be addressed through training and policy, see Body Worn Camera Beta 060321.

WatchGuard is a comprehensive capture system of end point devices and Video as a Solution hosted service. This consists of BWC and ICV devices to capture Police interactions through a semi-automated auto record function. At the end of shift the video captured offloads to the hosted VaaS. Which provides capabilities to disseminate for case adjudication, redact and maintain within Secretary of State and Washington Public Records Act (PRA) under Chapter 42.56 RCW.

Financial Impact

The city will pay vendor WatchGuard \$190,146 over the course of a 5 year contract. Remitted net 30 days upon go live of \$53,778 and \$34,092 annually thereafter for the remaining 4yrs.

Recommendation

Move forward with funding DMPD BWC program while continually engaging with the community and City Stakeholders.

Ancillary Costs Not Outlined in the Vendor Quote

- Installation of docking cradles in patrol vehicles.
- Personnel costs to support redaction in accordance with Wa PRA.
- Prospective salary increases for change in working conditions.

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WatchGuard Video

415 E. Exchange
 Allen, TX 75002
 (P) 800-605-6734 (F) 212-383-9661

**Prepared For:**

Des Moines Police Department - Attention: Mike Graddon
 (34) VaaS V300

QUOTATION - MCH-0165-04
DATE: 07-14-21

PROJECT QUOTATION

We at WatchGuard Video are pleased to quote the following systems for the above referenced project:

Video-As-A-Service

Deliverables / Materials / Services	Qty	Unit Price	Amount
Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$49 per Month AAS-BWC-5YR-001 (PaaS) Video-as-a-Service includes CommandCentral Evidence, the cloud-based evidence management system with unlimited device storage and unlimited cloud sharing. User licenses on a per-device basis. 50 GB of non-device storage included per device, averaged across all devices in the program CommandCentral Evidence, Records, Redaction, Sharing, Community Engagement capabilities and capture application included. Body-worn camera (battery + choice of mount included) Third year technology (Hardware) refresh. 5-year agreement (billed Quarterly or Annually) Advanced hardware replacement service & 24/7 support No-Fault hardware warranty	34	\$2,940.00	\$99,960.00
Transfer Station (8 Bay) Video-as-a-Service Package @ \$30 per Month AAS-BWC-XFS-DOC (PaaS) 8-Bay Ethernet Transfer Station Ethernet Cable, Rack mount (optional) & Power Cord	2	\$1,800.00	\$3,600.00
USB Docking Station Video-as-a-Service Package @ \$4 per Month AAS-BWC-USB-DOC (PaaS) USB Dock for Body-worn camera including USB Cable	10	\$240.00	\$2,400.00
Subtotal Price			\$105,960.00

Initial Cost

Deliverables / Materials / Services	Qty	Unit Price	Amount
V300, Battery, Removable and Rechargeable, 3.8V, 4180mAh WGP02614	34	\$99.00	\$3,366.00
V300 WiFi In-car Radio Base Bundle, includes Radio Base and Smart PoE Switch. IV-ACK-BD-V3--- V300 WiFi In-car Radio Base Bundle WiFi Charging Radio Base Smart PoE Switch Cables and Brackets	18	\$545.00	\$9,810.00
Subtotal Price			\$13,176.00

Deployment & Data Storage

Deliverables / Materials / Services	Qty	Unit Price	Amount
Managed Software Installation Service; On-Site Assist Install, Training, Configuration, Project Management, Consultation WGW00122-400	1	\$5,000.00	\$5,000.00
2TB of legacy data held within CommandCentral Evidence 000-000	1	\$1,000.00	\$1,000.00
Subtotal Price			\$6,000.00

Included Integration and Accessories

Deliverables / Materials / Services	Qty	Unit Price	Amount
CAD Integration (Included for free) 000-000	1	\$0.00	\$0.00
Spillman Integration 000-000	1	\$0.00	\$0.00

Pre Configured V300 Transfer Station II with Power Supply and Cables.	1	\$0.00	\$0.00
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BW-ACK-V3-TSC

V300 Transfer Station II

TS02, D350, 8-Slot Rack Mount Charge/Upload Dock, 10GB

includes kit with Power Supply and Cables.

Subtotal Price	\$0.00
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4RE CCE Cost

Deliverables / Materials / Services	Qty	Unit Price	Amount
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CC Evidence Unlimited Data Storage for ICV	18	\$624.00	\$11,232.00
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SSV00S02784A

Unlimited for In Car Video

Priced Annually: \$52 per car per month

CommandCentral Evidence PLUS - One (1) Year Subscription	1	\$468.00	\$468.00
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SSV00S02601A-01

Digital Evidence Management

Field Response Application

Records Management

PLUS these additional features:

Advanced Tools: Redaction, Transcription, and Reporting

Community Interaction Tools

Case Sharing Capabilities

One (1) Year Subscription Duration

Priced Per Named User (Qty = # of Users)

LPR	1	\$0.00	\$0.00
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Upload Server - Video-as-a-Service Package @ \$100 per Month	1	\$6,000.00	\$6,000.00
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AAS-UPL-SVR-001 (**PaaS**)

Upload Server

Fast video offload, 8 TB of storage, 5 Year Warranty

Subtotal Price	\$17,700.00
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Deliverables / Materials / Services	Qty	Unit Price	Amount
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Freight Charge (BWC)

34

\$15.00

\$510.00

TEST_FREIGHT_PN

FOB First Destination

5-Year Cost Breakdown

Year 1 - \$53,778.00

Year 2 - \$34,092.00

Year 3 - \$34,092.00

Year 4 - \$34,092.00

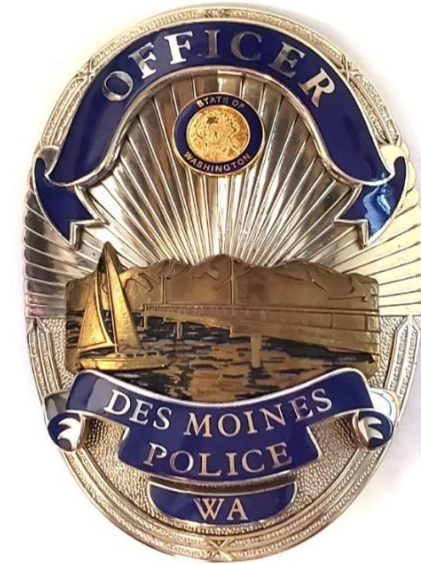
Year 5 - \$34,092.00

Notes:

1. This Quote is valid for 90 days from the Quote Date. Pricing may change thereafter.
2. Any sales transaction resulting from this Quote is based on and subject to the applicable Motorola's Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.
3. Motorola's Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.
4. Payment Terms: Equipment-Net 30 days upon shipment; Installation-Net 30 days upon completion; Services and Subscription Agreements-Net 30 days from receipt of Order.
5. The pricing in this Quote does not include any applicable taxes (e.g. sales/use tax).
6. NOTE TO SELLER: For existing customers, please validate whether additional terms are required for the sale of any new product, software, service or subscription with your assigned territory legal resource.

Quoted by: Madeline Hodson - 800-605-6734 - madeline.hodson@motorolasolutions.com

Des Moines Police Department Council Presentation Body Worn Cameras



JUNE 3, 2021

*WITH THE SANCTITY OF ALL HUMAN LIFE AS OUR PRIORITY, WE ARE COMMITTED
TO RELENTLESSLY FIGHTING CRIME WITH TRUST AND CARE*

SERVICE-COMMITMENT-UNITY



Overview

2 Body Cameras Tested

5 Officers Assisted with Testing

12 Hour Shifts, both AM and PM Shifts

400+ Incidents Recorded

Vendor: Watchguard/Motorola

- V300 (V350 is going to be an ungraded camera)

Storage:

- 2.2 gigabyte per 1 hour of video at 720p
- 5.5 gigabyte per 1 hour of video at 1080p

Findings Reported by Officers

“Test-mode” recordings have captured valuable video evidence

Provide a video recording/point of view that differs from the dash camera

People notice the camera during contacts

- Behaviors changed for the better during some interactions
- Some people became upset they were being recorded
- During some contacts people did not want to talk or cooperate until they saw officer was recording

Appears to handle poor weather, unknown how cameras are in extreme temperatures

Easy to use

Challenges Reported by Officers

Some of the audio recordings (during statements) became muffled or inaudible due to background noise

Nighttime, dark and/or low-light conditions

Camera gets caught on seatbelt

Field of view is inadvertently and easily obstructed

Privacy issues will require redaction

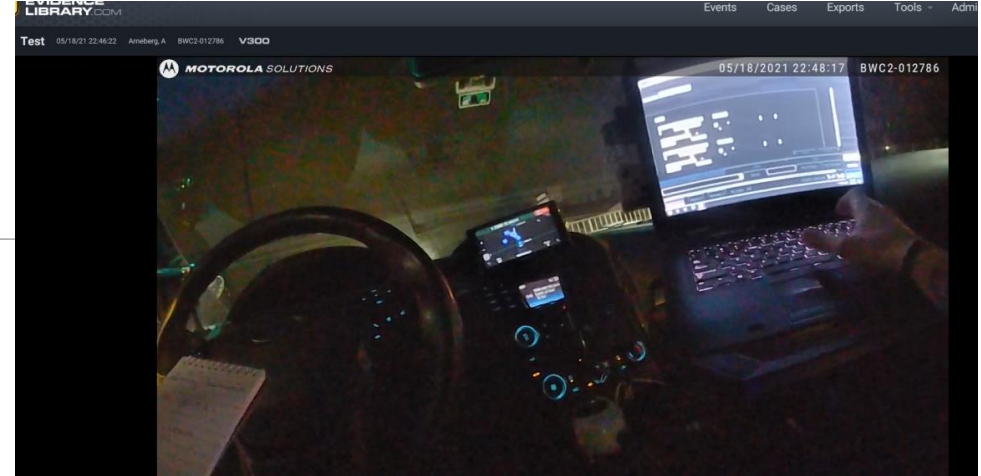
Battery Life 8-10 hours, 5-10% drop per hour (12 hour shifts)

- Set to 720p vs. 1080p
- Battery can be replaced during a shift
- Other vendors don't have battery replacement capabilities

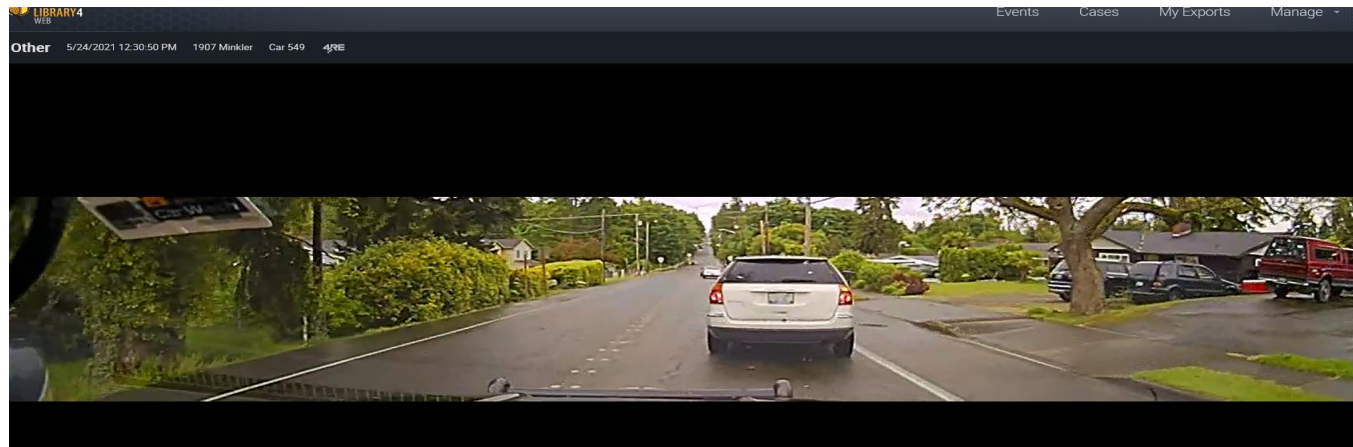
Delayed tech support and hardware acquisition (6-8 weeks for body cameras)

Unsteady filming

Limited Field of View

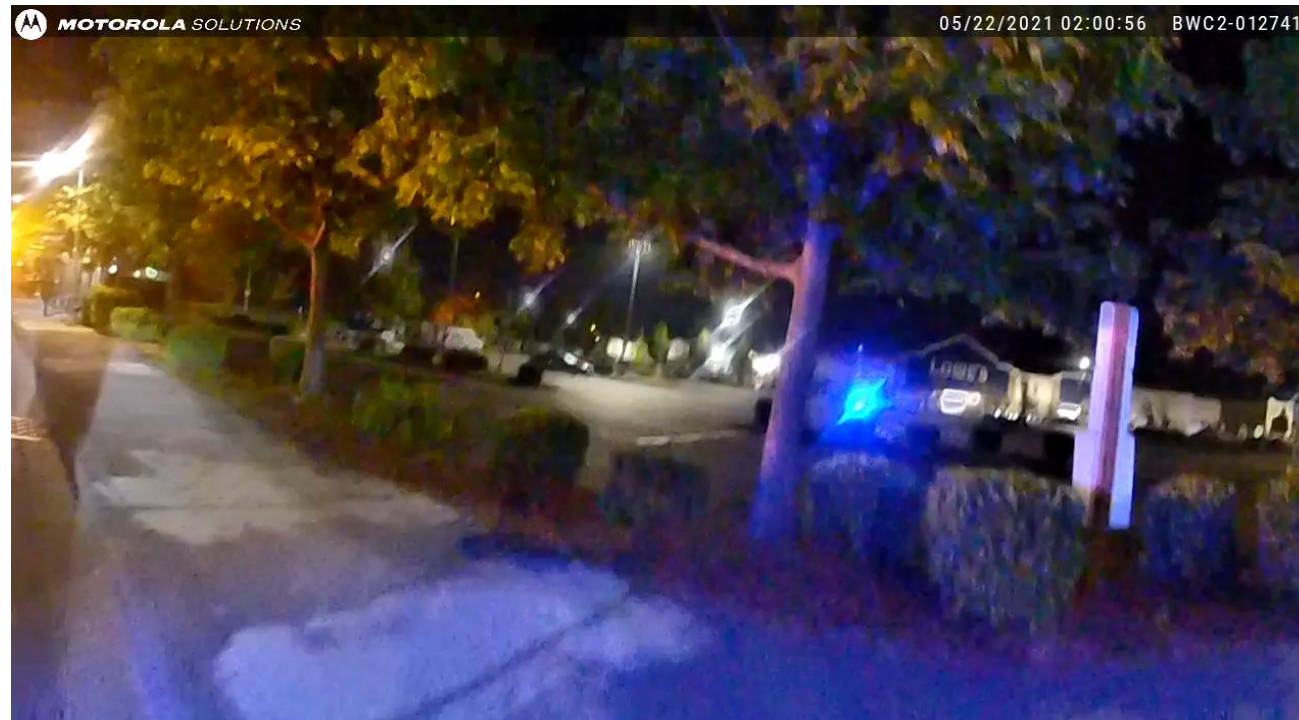


BODY CAMERA



DASH CAMERA

Video Examples (positioning)



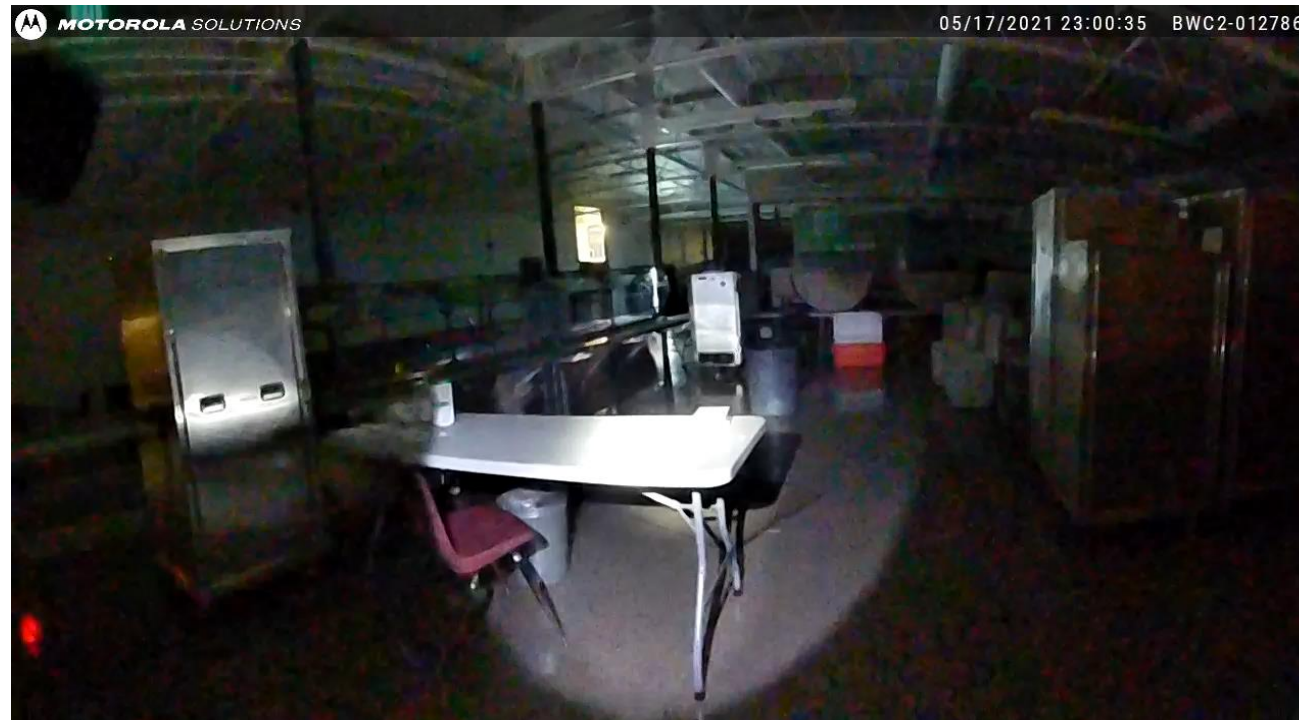
Video Examples (privacy)



Video Example (dark)



Video Examples (low light vs. light)



Video Examples (evidence)



HB1223

Uniform Electronic Recordation of Custodial Interrogation

- Requires custodial interrogation of adult for a felony offense, or juvenile of any offense be recorded.
 - Both audio and video is cells, jail, law enforcement offices
 - Other locations by audio at a minimum.

Key Considerations:

The new law does not required body worn cameras which would be the most reasonable way to comply with the requirements.

Final Review Notes

Provides compliance with current and future legislation

Improved accountability

Improved evidentiary outcomes

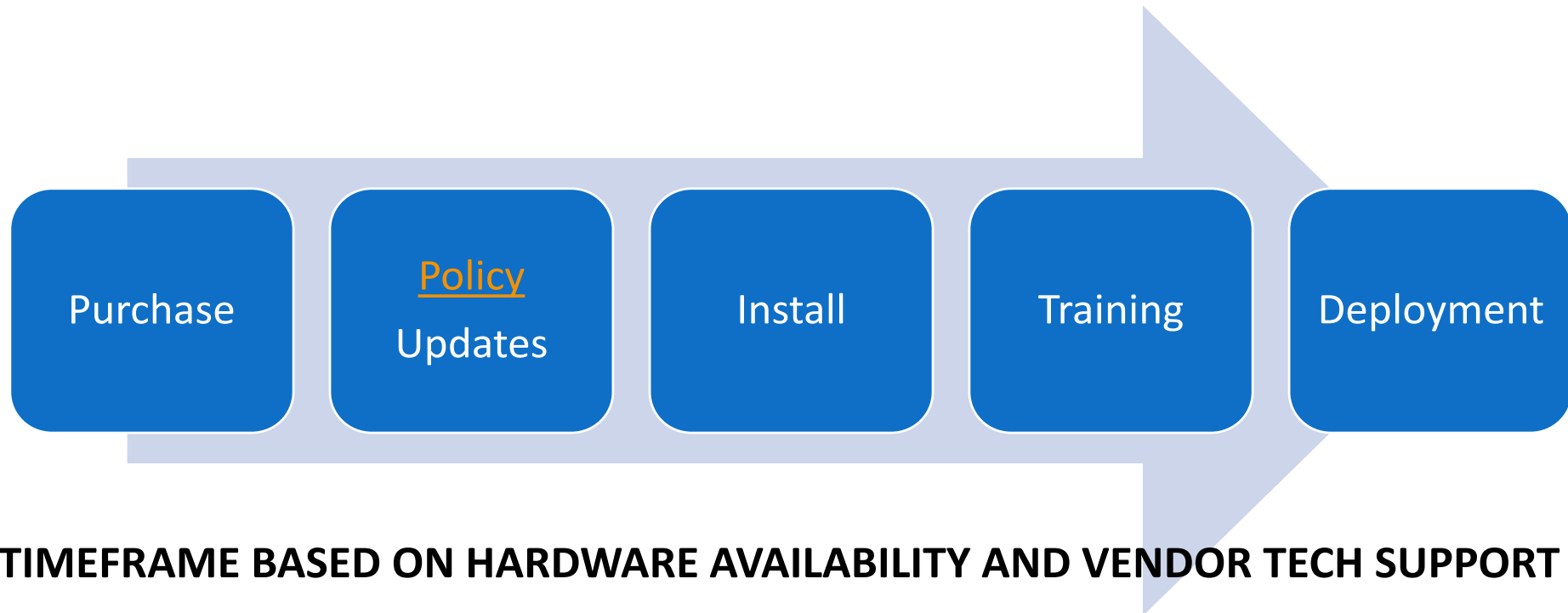
Improved interactions between officer and the community

Project quotes are constantly being updated

Watchguard vendor offering a bundle

- (Body/Dash/Interview Cameras)

POTENTIAL IMPLEMENTATION PLAN 2021



Thank You!



SERVICE-COMMITMENT-UNITY

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Portable Audio/Video Recorders

430.1 PURPOSE AND SCOPE

This policy provides guidelines for the use of portable audio/video recording devices by members of this department while in the performance of their duties (RCW 10.109.010). Portable audio/video recording devices include all recording systems whether body-worn, hand held or integrated into portable equipment.

This policy does not apply to mobile audio/video recordings, interviews or interrogations conducted at any Des Moines Police Department facility, authorized undercover operations, wiretaps or eavesdropping (concealed listening devices).

430.2 POLICY

The Des Moines Police Department may provide members with access to portable recorders, either audio or video or both, for use during the performance of their duties. The use of recorders is intended to enhance the mission of the Department by accurately capturing contacts between members of the Department and the public.

430.3 MEMBER PRIVACY EXPECTATION

All recordings made by members on any department-issued device at any time, and any recording made while acting in an official capacity of the department, regardless of ownership of the device it was made on, shall remain the property of the Department. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

430.4 MEMBER RESPONSIBILITIES

Prior to going into service, each assigned member will be responsible for making sure that he/she is equipped with a portable recorder issued by the Department, and that the recorder is in good working order. If the recorder is not in working order or the member becomes aware of a malfunction at any time, the member shall promptly report the failure to his/her supervisor and obtain a functioning device as soon as reasonably practicable. Uniformed members should wear the recorder in a conspicuous manner or otherwise notify persons that they are being recorded, whenever reasonably practicable.

Any member assigned to a non-uniformed position may carry an approved portable recorder at any time the member believes that such a device may be useful. Unless conducting a lawful recording in an authorized undercover capacity, non-uniformed members should wear the recorder in a conspicuous manner when in use or otherwise notify persons that they are being recorded, whenever reasonably practicable.

When using a portable recorder, the assigned member shall log in with his/her name, regardless of whether any activity was recorded. This procedure is not required when the recording device and related software captures the user's unique identification.

Des Moines Police Department

Des Moines PD Policy Manual

Portable Audio/Video Recorders

Members should document the existence of a recording in any report or other official record of the contact, including any instance where the recorder malfunctioned or the member deactivated the recording. Members should include the reason for deactivation (RCW 10.109.010).

430.5 ACTIVATION OF THE PORTABLE RECORDER

This policy is not intended to describe every possible situation in which the portable recorder should be used, although there are many situations where its use is appropriate. Members should activate the recorder any time the member believes it would be appropriate or valuable to record an incident.

The portable recorder should be activated in any of the following situations:

- (a) All enforcement and investigative contacts including stops and field interview (FI) situations
- (b) Traffic stops including, but not limited to, traffic violations, stranded motorist assistance and all crime interdiction stops
- (c) Self-initiated activity in which a member would normally notify Dispatch
- (d) Any other contact that becomes adversarial after the initial contact in a situation that would not otherwise require recording

Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

No member of this department may record a face-to-face conversation without first announcing to everyone present that the conversation is going to be recorded and ensuring the announcement is recorded except pursuant to a warrant, or when the communication is of an emergency nature or relates to communications by a hostage holder or barricaded suspect (RCW 9.73.030).

At no time is a member expected to jeopardize his/her safety in order to activate a portable recorder or change the recording media. However, the recorder should be activated in situations described above as soon as reasonably practicable.

430.5.1 CESSATION OF RECORDING

Once activated, the portable recorder should remain on continuously until the member reasonably believes that his/her direct participation in the incident is complete or the situation no longer fits the criteria for activation. Recording may be stopped during significant periods of inactivity such as report writing or other breaks from direct participation in the incident.

430.5.2 SURREPTITIOUS USE OF THE AUDIO/VIDEO RECORDER

Washington law prohibits any individual from surreptitiously recording any conversation, except as provided in RCW 9.73.040, RCW 9.73.090 and RCW 9.73.210.

Des Moines Police Department

Des Moines PD Policy Manual

Portable Audio/Video Recorders

Members shall not surreptitiously record another department member without a court order unless lawfully authorized by the Chief of Police or the authorized designee.

430.5.3 INADVERTENT RECORDINGS

An officer may inadvertently/accidentally record themselves, or others, while the audio/video recorder is activated.

The following procedure has been established for videos that should be deleted because they are inadvertent or accidental:

- (a) The recording officer shall notify their Sergeant that:
 - 1. An inadvertent/accidental recording was made;
 - 2. The recording date and time; and
 - 3. A request that the recording be reviewed for deletion.
- (b) The Sergeant will review the recording and if he/she agrees that the video should be deleted, shall forward the request to the Division Commander.
- (c) As soon as practical, Command Staff should review the video and shall have the video deleted if he/she determines it to be accidental or inadvertent, and has no public interest and is in compliance with the current Law Enforcement Records and Retention Schedule.

430.5.4 EXPLOSIVE DEVICE

Many portable recorders, including body-worn cameras and audio/video transmitters, emit radio waves that could trigger an explosive device. Therefore, these devices should not be used where an explosive device may be present.

430.6 PROHIBITED USE OF PORTABLE RECORDERS

Members are prohibited from using department-issued portable recorders and recording media for personal use and are prohibited from making personal copies of recordings created while on-duty or while acting in their official capacity.

Members are also prohibited from retaining recordings of activities or information obtained while on-duty, whether the recording was created with a department-issued or personally owned recorder. Members shall not duplicate or distribute such recordings, except for authorized legitimate department business purposes. All such recordings shall be retained at the Department.

Members are prohibited from using personally owned recording devices while on-duty without the express consent of the Shift Supervisor. Any member who uses a personally owned recorder for department-related activities shall comply with the provisions of this policy, including retention and release requirements, and should notify the on-duty supervisor of such use as soon as reasonably practicable.

Recordings shall not be used by any member for the purpose of embarrassment, harassment or ridicule.

Des Moines Police Department

Des Moines PD Policy Manual

Portable Audio/Video Recorders

430.7 IDENTIFICATION AND PRESERVATION OF RECORDINGS

To assist with identifying and preserving data and recordings, members should download, tag or mark these in accordance with procedure and document the existence of the recording in any related case report.

A member should transfer, tag or mark recordings when the member reasonably believes:

- (a) The recording contains evidence relevant to potential criminal, civil or administrative matters.
- (b) A complainant, victim or witness has requested non-disclosure.
- (c) A complainant, victim or witness has not requested non-disclosure but the disclosure of the recording may endanger the person.
- (d) Disclosure may be an unreasonable violation of someone's privacy.
- (e) Medical or mental health information is contained.
- (f) Disclosure may compromise an undercover officer or confidential informant.

Any time a member reasonably believes a recorded contact may be beneficial in a non-criminal matter (e.g., a hostile contact), the member should promptly notify a supervisor of the existence of the recording.

430.8 REVIEW OF RECORDED MEDIA FILES

When preparing written reports, members should review their recordings as a resource (see the Officer-Involved Shootings and Deaths Policy for guidance in those cases). However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less detailed report.

Supervisors are authorized to review recordings which have captured a unique or unusual incident or action, such as a collision, use of force, or pursuit.

Supervisors are authorized to review relevant recordings with reasonable suspicion any time they are investigating alleged misconduct or reports of meritorious conduct or whenever such recordings would be beneficial in reviewing the member's performance.

Recorded files may also be reviewed:

- (a) Upon approval by a supervisor, by any member of the Department who is participating in an official investigation, such as a personnel complaint, administrative investigation or criminal investigation.
- (b) Pursuant to lawful process or by court personnel who are otherwise authorized to review evidence in a related case.
- (c) By media personnel with permission of the Chief of Police or the authorized designee.
- (d) In compliance with a public records request, if permitted, and in accordance with the Records Maintenance and Release Policy.

Des Moines Police Department

Des Moines PD Policy Manual

Portable Audio/Video Recorders

All recordings should be reviewed by the Custodian of Records prior to public release (see the Records Maintenance and Release Policy). Recordings that unreasonably violate a person's privacy or sense of dignity should not be publicly released unless disclosure is required by law or order of the court.

430.9 COORDINATOR

The Chief of Police or the authorized designee should appoint a coordinator responsible for (RCW 10.109.010):

- (a) Establishing procedures for the security, storage and maintenance of data and recordings.
- (b) Establishing procedures for transferring, downloading, tagging or marking events.
- (c) Establishing procedures for members communicating to non-English speakers, those with limited English proficiency or those who are deaf or hard of hearing that a portable recorder is being used.
- (d) Establishing procedures for accessing data and recordings.
- (e) Establishing procedures for logging or auditing access.

430.10 RETENTION OF RECORDINGS

All recordings shall be retained for a period consistent with the requirements of the organization's records retention schedule but in no event for a period less than 180 days.

430.10.1 RELEASE OF AUDIO/VIDEO RECORDINGS

Requests for the release of audio/video recordings shall be processed in accordance with the Records Maintenance and Release Policy.

430.11 TRAINING

The Administrative Services Sergeant should ensure that those members issued a portable recorder receive initial training upon issue and periodic training thereafter (RCW 10.109.010).

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Contract Amendment and extension
with Coaching Action

ATTACHMENTS:

1. Contract Amendment #2
2. Contract with Coaching Action

FOR AGENDA OF: July 22, 2021

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: July 15, 2021

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/ TG

☒ Finance *Bonnie Ware*

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Michael Deo*

Purpose and Recommendation

The purpose of this agenda item is for Council to consider an extension to the existing contract with Coaching Action for the purpose of continued leadership and communication coaching for City employees. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion 1: "I move to approve Amendment No. 2 with Coaching Action to continue to provide for leadership and communication coaching for City staff through December of 2022, and authorize the City Manager to sign the amendment substantially in the form as attached."

Background

Since 2017, the City has contracted with Coaching Action to provide leadership and communication coaching to City employees. This service has also been offered to City Councilmembers. The results of this service have been overwhelmingly positive, resulting in enhancement for both public and private speaking skills, as well as enabling staff to communicate more effectively with our community.

Discussion

Coaching Action provides a coaching approach that is behavioral based and involves a forefront/background focus. In the forefront, coaching addresses the tangible goals the coachee is committed to achieving – more effective communication throughout the organization including setting priorities and delegation. In the background, the objective is to identify patterns that create blind spots that impede top performance and support shifts in context.

Alternatives

Not extend the Contract. As a result, the City would no longer offer this service to employees or Council (Not Recommended).

Financial Impact

The previous contract authorized a maximum payment of \$50,000 for services provided. This amendment increases the maximum amount of the contract by \$50,000.

Recommendation

Approve the amendment as proposed.



**CONTRACT AMENDMENT/ADDENDUM FORM
#2**

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

THIS AMENDMENT/ADDENDUM is entered into on this ____ day of July, 2021, pursuant to that certain Contract entered into on the 7th day of April, 2020, and subsequent amendment between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **COACHING ACTION**, (hereinafter "Contractor").

The parties herein agree that the Contract dated April 7, 2020 and subsequent amendment shall remain in full force and effect, except for the amendments/addendums set forth as follows:

1) **SECTION II** of the Contract and amendment are hereby amended to extend the time of the completion for the Contract through December 31, 2022.

2. **SECTION III** of the Contract and amendment are hereby amended to increase the total Contract amount to \$100,000 and to extend the time for payment through December 31, 2022.

Except as modified hereby, all other terms and conditions of the contract remain in full force and effect.

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

COACHING ACTION: By: _____ <i>(signature)</i> Print Name: _____ Its _____ <i>(Title)</i> DATE: _____	CITY OF DES MOINES: By: _____ <i>(signature)</i> Print Name: <u>Michael Matthias</u> Its <u>City Manager</u> <i>(Title)</i> DATE: _____ Approved as to form: _____ City Attorney DATE: _____
NOTICES TO BE SENT TO: CONSULTANT: Elaine Long Coaching Action PO BOX 66461 Burien, WA 98166	NOTICES TO BE SENT TO: CITY OF DES MOINES: City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 206-870-6519 (telephone)



CONSULTANT SERVICES CONTRACT between the City of Des Moines and COACHING ACTION

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Coaching Action organized under the laws of the State of Washington, located and doing business at PO BOX 66461, Burien WA 98166 (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

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

Leadership Communication Coaching:

Provide leadership and communication coaching to City employees as assigned by the City Manager.

Provide a coaching approach that is behavioral based and involves a forefront/background focus. In the forefront, coaching will address the tangible goals the coachee is committed to achieving – more effective communication throughout the organization including setting priorities and delegation. In the background, identify patterns that create blind spots that impede top performance and support shifts in context.

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

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2020.

III. COMPENSATION.

- A. The City shall pay the Consultant \$1,000 per month per employee for the services described in this Contract. The total amount of this contract shall not exceed \$50,000 for the year of 2020.

- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

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

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

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

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

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

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

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

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

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

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

VII. LIMITATION OF ACTIONS. CONSULTANT MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONSULTANT'S ABILITY

TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

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

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

X. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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

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

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

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

XI. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by Consultant for this project

by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

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

XIII. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

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

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

CONSULTANT: By: <u>Elaine Long</u> (signature) Print Name: <u>Elaine Long</u> Its <u>Owner</u> (Title) DATE: <u>April 7, 2020</u>	CITY OF DES MOINES: By: <u>Michael Matthias</u> (signature) Print Name: <u>Michael Matthias</u> Its <u>City Manager</u> (Title) DATE: <u>04/07/2020</u> Approved as to form: <u>/s/ Tim George</u> City Attorney DATE: <u>04/07/2020</u>
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NOTICES TO BE SENT TO: CONSULTANT: Elaine Long Coaching Action LLC PO BOX 66461 Burien, WA 98166 (206) 650-7475 (telephone)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Michael Matthias City of Des Moines 21630 11 th Avenue S., Suite A Des Moines, WA 98198 (206) 870-6519 (telephone)
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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Human Services Advisory Committee
Appointments

ATTACHMENTS:
1. Applications

FOR AGENDA OF: July 22, 2021

DEPT. OF ORIGIN: Administration

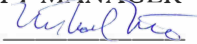
DATE SUBMITTED: July 13, 2021

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

The purpose of this agenda item is to recommend City Council approval of two appointments to the City of Des Moines Human Services Advisory Committee.

Suggested Motion

Motion: “I move to confirm the Mayoral appointment of Corrine Anderson-Ketchmark and Mary Guiberson to the City of Des Moines Human Services Advisory Committee effective immediately and expiring on December 31, 2022.”

Background

The City Council adopted Ordinance No. 1047 establishing the Human Services Advisory Committee in February, 1993. The ordinance details the powers, duties, membership, and meeting requirements for the Human Services Advisory Committee. The Committee is chartered with evaluating and recommending annual funding for human services agency requests submitted to the City. The Committee consists of seven members. Two of the members of the Committee need not be residents of the City. The Committee terms are for two years and members may be appointed for up to two terms.

Discussion

Corrine Anderson-Ketchmark and Mary Guiberson are seeking to fill the last two vacancies by committee members who have resigned.

Alternatives

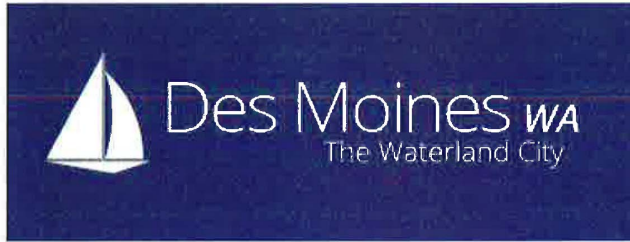
None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

Des Moines Administration recommends the Mayoral appointment of Corrine Anderson-Ketchmark and Mary Guiberson to the Human Services Advisory Committee.



Employment Application |

AAA

Corrine Anderson-Ketchmark

☎ (360) 624-4328
✉ canderk67@gmail.com
🏠 506 S 222nd St NO 5
Des Moines, WA 98198
United States

Des Moines Citizen Advisory Boards

Job Location - Des Moines, WA
Department - Administration
Source - Other

Employment History

Please list your previous employers starting with your current, or most recent employer.

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

Employment Gap - Unemployed

Jul/2020 - Sep/2020

Details: The position ended and I am fully retired

Length: 0 years, 2 months

Eastern Washington University

Job Title: Adjunct Instructor - School of Social Work

Dates Employed From: Mar/2013

Dates Employed To: Jun/2020

Employment Length: 7 years, 3 months

Duties: Develop curriculum for online BSW and MSW coursework and provide the instruction.

Reason For Leaving: position ended

Supervisor Name: Amanda Reedy

Supervisor Phone: 509 359 4244

Address: Showalter Hall Cheney, WA., WA, 99004, UNITED STATES

Phone: 509 359 6200

Rate of Pay: Base instruction salary and curriculum development pay (Other)

May We Contact? Yes

Education

List below your educational background, including high school, all colleges, trade and military service schools.

Portland State University | College or University

Degree: MSW
Major: Social Work
Location: Portland, OR, UNITED STATES

Graduated? Yes
Years Attended From: 1985 - 1988
Years Attended To: 3 years

Resume

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

Click on the link to open the resume file if you wish to print the formatted resume.

File Name

Link

Corrine_s CV 10-2018.docx

 Preview  Download

Text Only Resume

Corrine Anderson-Ketchmark, MSW
506 S. 222nd St.
Des Moines, WA 98198

Professional Training, Work and Leadership History :

1973 - 1985 Caseworker for Children's Administration in Child Welfare, Foster Care and Children's Protective Services

1988 - MSW from Portland State University, Portland, Oregon Hired as the first School Social Worker in Southwest Washington (Washougal School District 1988-2000) (Vancouver Public Schools 2000 - 2010) Provided School Social Work Services to children and families in regular and special education : services included, resource brokering, assessment, counseling/problem solving with students, staff and parents.

1989 - 1999 Provided training for local school staff on child abuse/neglect, mandatory reporting and child abuse/neglect prevention, drug and alcohol prevention, and child development.

1990 - 2010 Hired by the regional educational district (ESD 112) to provide training on child abuse/neglect and mandatory reporting.

1992- 1998 Hired by regional educational district (ESD 112) to provide certification training for para - professionals.

Developed the first school - linked mental health services program that resulted in a multi-social services system in Southwest Washington. It is currently a regional Family Resource Center. Assisted in developing Regional and District Day Treatment programs 2008- 2009 attended conferences on Adverse Childhood Experience's (ACE's) the impact on brain chemistry and learning. Developed a training package on ACE's for regional school districts and provided training across the Southwest Washington region.

2010 retired from Vancouver Public Schools and hired by Clark County Juvenile Justice Department to provide training on ACE's Impact on the Brain and Learning, supported by a McArthur grant. Trained multiple human services systems in Washington and Oregon. The grant ended in 2012; I continued to provide training on a contract basis until 2016.

2013-2020 Employed by Eastern Washington University to provide online courses in School Social Work, Trauma Informed Systems with Resiliency and Sustainability, Trauma Sensitive Schools - Policy and Practice and Education Advocacy - The Social Work Role.

1990 - 1995 Served on the Washington Association of School Social Workers as Union Representative and two terms as President.

1995 - 2005 elected to School Social Work Association of America as secretary and two

Anderson-Ketchmark, Corrine

terms as President and past president.

2009 - 2010 Served on the Clark County Mental Health Advisory Board

2014 - 2017 served on the National Association of Social Work (NASW) - WA board as Regional Representative and one - term as President.

Admin Uploaded Files

There are no admin uploaded files for this applicant.

References

Please fill out the information below regarding references.

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

Frederick Streeck

Relationship: Friend and professional associate

Phone: 253 863 6950

Company: School Social Work Association of America

Occupation: Executive Director

Bob Leonard

Relationship: Friend and HOA board member

Phone: 352 812 2121

Company: Marina Place HOA

Occupation: Treasurer

Todd Crosby

Relationship: Son

Phone: 1 206 349 5735

Company: UFCW International

Occupation: International Vice President of Organizing

Job Questions

Citizen Advisory Board | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Please select from the following Boards that you are interested in applying for: *	Human Services	0	
Date available for appointment to committee: *	June 1, 2021		

Anderson-Ketchmark, Corrine

Can you attend evening meetings? * Yes 0

Can you attend daytime meetings? * Yes 0

Can you attend weekend meetings? * Yes 0

Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *

20 hrs

Have you previously served or are you currently on one of the City of Des Moines committees? * No 0

If yes, please list the committee(s) below: *

none

Please list any related professional and or community activities that you are involved in. *

none

If you are applying for a specific board, explain how your experience and perspective would directly contribute to the board and surrounding community. *

I have a Masters degree in Social Work, I have worked in social services and the school system during my career. I am familiar with most human services and have committed my life's work to improving social and emotional conditions for children and adults. I have served on several committee's and boards in addition to holding leadership positions.

Applicant Statement

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

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

☐ I agree to the above.

Signature: Corrine Anderson-Ketchmark

Date: 2021-05-24 03:58:39pm

IP Address: 71.231.224.176

Signature

Date



Employment Application |

AAA

Mary Guiberson

☎ (206) 422-3053
✉ mg-life@live.com
🏠 2234 South 234th St. #A203
Des Moines, WA 98198
United States

Des Moines Citizen Advisory Boards

Job Location - Des Moines, WA
Department - Administration
Source - Other - Des Moines Quarterly Magazine

Employment History

Please list your previous employers starting with your current, or most recent employer.

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

Evergreen Treatment Services

Job Title: Reentry Care Coordinator

Dates Employed From: Jul/2015
Dates Employed To: Apr/2021
Employment Length: 5 years, 9 months
Duties: see resume, attached
Reason For Leaving: N/A

Supervisor Name: Jeremy Lemoine

Supervisor Phone: 2064929806
Address: 5975 E Marginal Way S
Seattle, WA, 98134, UNITED STATES
Phone: (206) 223-3644
Rate of Pay: 24.00 (Salary)
May We Contact? Yes

The Compass Housing Alliance

Job Title: Program Manager

Dates Employed From: Nov/2003
Dates Employed To: Jul/2015
Employment Length: 11 years, 8 months
Duties: Program Manager for Cascade Women's Transitional Housing Program
Ability to Effectively Manage Complex Program Communicate and Work Effectively with Staff and Residents Ability to Interpret Contracts Program Coordinator/Manager for Hammond House Overnight Emergency Shelter Conceptualize and Institute Policy & Procedure Maintain Monthly Contracts, Statistics and Budget Supervise and Strengthen, included and not limited to : Delegating of Projects, Evaluate Staff Performance and Plan & Execute Meetings/Trainings Program Coordinator/Case-Manager for Adult Service Center Advised Clients on Housing Options Mediate Conflict between Clients and/or Staff Recruited and Trained Volunteers Chemical Dependency Specialist

Supervisor Name: Mollie Curran

Supervisor Phone: 2064741000
Address: 220 Dexter Avenue North
Seattle, WA, 98109, UNITED STATES
Phone: (206) 474-1000
Rate of Pay: 222.00 (Salary)
May We Contact? Yes

Guiberson, Mary

at Cascade Women's Program Designed and Facilitated a Weekly Support Group Evaluated and Revised Policy & Procedure, in Relation to Chemical Dependency Issues Guided and influenced Staff on Improving Services to for Women w/Multiple Issues

Reason For Leaving: Offered a job as a Training Coordinator

Education

List below your educational background, including high school, all colleges, trade and military service schools.

Seattle University | College or University

Degree: Masters of Arts

Major: Organizational System Renewal and Design

Location: Seattle, WA, UNITED STATES

Graduated? Yes

Years Attended From: 2005

Years Attended To: 2007

Tacoma Evergreen State College | College or University

Degree: Bachelors of Arts in Human Services

Major: Domestic Violence Outreach Project

Location: Tacoma, WA, UNITED STATES

Graduated? Yes

Years Attended From: 2003

Years Attended To: 2005

Seattle Central Community College | College or University

Degree: Associates of Applied Science

Major: Human Services -Chemical Dependency

Location: Seattle, WA, UNITED STATES

Graduated? Yes

Years Attended From: 2000

Years Attended To: 2003

Resume

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

Click on the link to open the resume file if you wish to print the formatted resume.

File Name

Link

Resume 2021.pdf

 Preview

Download

Text Only Resume

Mary Guiberson

1022 230th Ave South (Unit 308) Des-Moines, WA. 98198 206.422.3053 mg-life@live.com

OBJECTIVE

Seeking a position where I can utilize my leadership skills to support individual and organizational change.

Areas of Specailaty

Program-Management : Supervision, facilitation & operations

https://admin.applicantpro.com/applicants/print_application.php?application_id=79274616&application_ids=&domain_id=2680&resume=1&employment... 2/6

Guiberson, Mary

ogram design/training/consulting
ordination/time management/system work

PERIENCE

ergreen Treatment Services -REACH July 15 , 2015 to Current
 Chemical Dependency Specialist
 Elevate the Capacity of the Network to Better Serve those with Addiction
 Consult in Team Setting
 Assess, Design and Facilitate Trainings
 Outreach Case-Manager
 Outreach and Assess the Needs of Unsheltered Individuals
 Train, Collaborate and Serve, Alongside City Workers and Seattle Police
 Attend Multiple Meetings with Various Organizations and Stakeholders
 The Compass Housing Alliance November 2003 - July 24 , 2015
 Program Manager for Cascade Women's Transitional Housing Program
 Ability to Effectively Manage Complex Program
 Communicate and Work Effectively with Staff and Residents
 Ability to Interpret Contracts
 Program Coordinator/Manager for Hammond House Overnight Emergency Shelter
 Conceptualize and Institute Policy and Procedure
 Maintain Monthly Contracts, Statistics and Budget
 Supervise and Strengthen, included and not limited to : Delegating of Projects,
 Evaluate Staff Performance and Plan & Execute Meetings/Trainings
 Program Coordinator/Case-Manager for Adult Service Center
 Advised Clients on Housing Options
 Mediate Conflict between Clients and/or Staff
 Recruited and Trained Volunteers
 Chemical Dependency Specialist at Cascade Women's Program
 Designed and Facilitated a Weekly Support Group
 Evaluated and Revised Policy & Procedure, in Relation to Chemical Dependency Issues
 Guided and influenced Staff on Improving Services to for Women w/Multiple Issues
 Community Integration Specialist
 Introduced Residents to Community Activities
 Researched and Upgraded Resources to Support Clients Process
 Multidisciplinary Team Work
 The Domestic Violence Outreach Project 2001 to 2003
 Systemized Chemical Dependency and Domestic Violence
 Consulted with Domestic Violence Agencies on Chemical Dependency
 Trained Front Line Staff -on how to Serve Women with Substance Abuse Issues

EDUCATION

Masters of Arts	June 2007
Seattle University, Seattle Washington	
Bachelors of Arts in Human Services	June 2005
Tacoma Evergreen State College, Tacoma Washington	
Associates of Applied Science/Chemical Dependency	June 2003
Seattle Central Community College, Seattle Washington	

COMMUNITY ACHIEVEMENTS AND VOLUNTEER WORK

Former Member of the National Network to End Domestic Violence
National Speaker-for the Transitional Housing Steering Committee
Co-Founder and Member of Triple Play
Vendor Committee Chair
Speaker Committee Chair
Conference Chair 2011/2012

Guiberson, Mary

Conference Key Note 2012
so, Member of Board of Directors : 2005 to Current
-Year : Education Committee for the King County Coalition Against Domestic Violence
-Founder and Vice President of the Board of Thrivers Action Group
ainers for the Washington State Coalition Against Domestic Violence
Working w/The Makah Tribe-training on Family and Friends
Former President of Board of Director and Vice President
Trainers for : YWCA, Victim Support Team-Seattle Police Department, King County
Coalition Against Domestic Violence & Classes at Seattle University
Founder and Previous Board Member of Elizabeth Gregory Home-Transitional Housing
Board Member for the Washington State Coalition Against Domestic Violence-Women in
Recovery Caucus (2004 to 2006) .Currently voted onto BOD as Community Member (2013 to
2015)
Volunteer for New Beginnings Domestic Violence
Participated in Fundraising with Untied Way
Participated in Documentaries and Programs that speak to Domestic Violence/Addiction
Interviewee/Consultant for Several Programs in Relation to Women's Issues

AWARDS AND CERTIFICATES

VAT Certified : Vulnerability Assessment Tool (Used by King County to house vulnerable
individuals)
Certification of Completion : Fair Housing w/US Department of Housing and Urban
Development HUD
CPR & First Aid Training
Making a Difference Award : Soroptomist of North Seattle
Multiple Training Certificates for New Beginnings. Also, Volunteer Spotlight : October
2007
Training Certificate : Providence of Everett Sexual Assault Center
Certificate in Dialectical Behavioral Therapy
Certificate of Appreciation from the Alcohol & Drug Helpline
Washington State Department of Social & Health Services : Division of Alcohol &
Substance Abuse, HIV/AIDS
Trained in Non-Violent -Communication : Volunteer at Purdy Prison for Women

Admin Uploaded Files

There are no admin uploaded files for this applicant.

References

Please fill out the information below regarding references.

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

Trese Todd

Relationship: Peer/Friend
Company: N/A
Occupation: N/A

Phone: 2069630077

Brenda Frazier

Guiberson, Mary

Relationship: Coworker
Company: REACH
Occupation: Outreach Supervisor

Phone: 2067154048

Nereida Maldonado

Relationship: Coworker
Company: REACH
Occupation: Reentry Care Coordinator

Phone: 2065033871

Job Questions

Citizen Advisory Board | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	
Are you a Des Moines Resident? *	Yes	0	
If no, please list the City in which you currently live.	This question was not answered.		
Please select from the following Boards that you are interested in applying for: *	Human Services	0	
Date available for appointment to committee: *	Now		
Can you attend evening meetings? *	Yes	0	
Can you attend daytime meetings? *	Yes	0	
Can you attend weekend meetings? *	Yes	0	
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	8		
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0	
If yes, please list the committee(s) below: *	N/A		
Please list any related professional and or community activities that you are involved in. *	Due to COVID, I've not been on any boards, volunteer work or activities. Though at work, I'm currently volunteered to sit on a committee to plan a 25-year celebration for the Organization. Note: I did support neighbors at previous location, that couldn't get out due to COVID.		
If you are applying for a specific board, explain how your experience	I'm interested in the Human Service Committee. I have several years of experience,		

Guiberson, Mary

d perspective would directly
ntribute to the board and
rounding community. *

both personal and professional utilizing and
working in social service organizations. I've also
versed in systems and have been invited to
many tables, with the City of Seattle to
address many issues, most recently
homelessness. I've witnessed both successful
and unsuccessful allocation of tax payer
money. That said, instead of complaining I
choose to be part of the solution. Hence my
desire to apply for the Des Moines Community.
Note: my resume will showcase my work.

Applicant Statement

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

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

 I agree to the above.

Signature: Mary Guiberson

Date: 2021-04-25 07:24:36pm

IP Address: 67.160.109.244

Signature

Date

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Des Moines Marina replacement of M and N Docks – Consultant Contract.

FOR AGENDA OF: July 22, 2021

DEPT. OF ORIGIN: Marina

ATTACHMENTS:

1. Consultant Contract and Scope of Work
2. M and N Docks CIP worksheet

DATE SUBMITTED: July 15th 2021

CLEARANCES:

- ☒ Community Development *Susan M. Cey*
☒ Marina *Scott Whitely*
☐ Parks, Recreation & Senior Services _____
☐ Public Works _____

CHIEF OPERATIONS OFFICER: *Dilja*

- ☒ Legal /s/ TG
☒ Finance *Bethanne Wiese*
☐ Courts _____
☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Michael Pico*

Purpose and Recommendation

The purpose of this agenda item is for the City Council to authorize a consultant agreement with Moffett and Nichols for consulting and engineering services, including deliverables in design and permitting/mitigation requirements for the replacement of both “M” and “N” docks as described in the Contract and Scope of Work (Attachment 1).

Suggested Motion

Motion 1: “I move to approve the Consultant Contract with Moffett and Nichols for the replacement of M and N docks in the amount of \$597,804.00, authorize a design contingency in the amount of \$60,000, and further authorize the City Manager to sign said agreement in the form as submitted.”

Background

The Des Moines Marina has served the community well for over 50 years. Due to the nature of the harsh saltwater environment, age and the changing needs of the boating community, the docks, supporting infrastructure and necessary utilities are in need of replacement. As all docks are in need of replacement, M and N dock were chosen to commence first as the seawall and utilities have previously been completed in these areas.

Discussion

The Des Moines City Council and Councils Municipal Facilities Committee have reviewed assessments provided by Reid Middleton, and recommendations from Staff, in which their findings support the need for replacement. These findings include:

- Current un-encapsulated floatation that have significant floatation loss.
- Creosote pilings and treated lumber are no longer accepted by regulatory agencies as permitted uses.
- The Marina's wood docks have continued major structural and deck repairs.
- The covered roofs and trusses are showing significant signs of major deterioration.
- Concrete docks are showing signs of spalling and cracking due to saltwater intrusion.

Mark Bunzel, with the Waggoner Consulting firm provided information on boater uses, needs, and wants. Also provided within the report was information regarding statistical, financial and boating trends, along with performing community outreach and discussions with existing Marina Tenant groups and the Des Moines Yacht Club.

In order to fulfill the project design and corresponding permitting/mitigation requirements, consultant support will be necessary. City Staff prepared a Statement of Qualifications, which was published in the Seattle's Daily Journal of Commerce and Seattle Times on April 16th 2021 and April 30th 2021. Two companies responded, (scores below). Moffett and Nichols was chosen to be most qualified to perform the work.

Moffett Nichols (85.75)
P & D Industries (74.50)

Specific elements of the Scope of Work included components such as but are not limited to:

- A Long Range Marina Replacement Plan.
- M and N Dock Replacement
- Financial Feasibility Analysis
- Capital Costs/Financing Alternatives
- Environmental Permitting/Mitigation Strategies and costs.
- Designs options/renderings
- Bathymetry survey/Vegetation analysis.
- Public and City meetings.
- Final design and Bid documents.

The Marina's primary purpose and function is to always remain a boating facility while simultaneously promoting the entire Marina as a premier destination for our community members, along with those arriving by land.

Alternatives

The City Council may elect not to approve the Consultant Service Contract. Due to the complexity of the design and permitting, the project would not move forward.

Financial Impact

The Cities CIP worksheet includes revenue to achieve funding for this Consultant Service Contract (Attachment2)

Recommendation

Staff recommends the approval of the proposed motion.

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CONSULTANT SERVICES CONTRACT between the City of Des Moines and Moffett and Nichols

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Moffett and Nichols] organized under the laws of the State of Washington, located and doing business at [600 University St, Suite 610 Seattle Washington 98101(206) 622-0222 (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

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

Please see attached Exhibit "A"- Consultant Scope and Fee Proposal, Dated July 8th 2021]

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

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I By December 31st 2022 .

III. COMPENSATION.

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed \$597,804.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit "A" for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

- B. The Consultant shall submit Monthly] payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

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

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

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

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

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

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

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

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

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

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

VII. LIMITATION OF ACTIONS. CONSULTANT MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONSULTANT'S ABILITY

TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

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

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

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

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

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

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

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

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

No Limitation. Consultant's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Consultant to the coverage

provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

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

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

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

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

C. Other Insurance Provisions.

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

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

E. Verification of Coverage Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not

necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Contract before commencement of the work.

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

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

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

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

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

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

XV. WORK PERFORMED AT CONSULTANT'S RISK. Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant

shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XVI. MISCELLANEOUS PROVISIONS.

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

B. Resolution of Disputes and Governing Law.

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT:	CITY OF DES MOINES:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: Michael Matthias
Its _____ (Title)	Its City Manager
DATE: _____	DATE: _____
	Approved as to form: _____ City Attorney DATE: _____

NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
CONSULTANT:	CITY OF DES MOINES:
Bill Gerken Moffett and Nichols 600 University St Suite 610 Seattle Wa. 98101 (206) 491-63350 (telephone) (facsimile)	Scott Wilkins Harbormaster City of Des Moines 21630 11 th Avenue S., Suite A Des Moines, WA 98198 (206) 824-5700 (telephone) (facsimile)



600 University Street, Suite 610
Seattle, Washington 98101

(206) 622-0222
www.moffattnichol.com

July 8, 2021

Attn: Scott Wilkins, Harbormaster
City of Des Moines Marina
22307 Dock Avenue South
Des Moines, WA 98198

RE: Scope of Work and Fee Proposal for City of Des Moines Marina Redevelopment Plan and M and N Dock Replacement

Dear Mr. Wilkins:

Moffatt & Nichol (M&N), and our team, appreciates this opportunity to provide professional services to the City of Des Moines (City) for the Marina Redevelopment Plan and M and N Dock Replacement project. The following Scope of Work (SOW) and attached Fee Estimate outlines the work with associated deliverables, and cost based on our understanding of the tasks required for this project.

William (Bill) Gerken will serve as Project Manager and primary team contact. The M&N Team includes the following subconsultants who will work with M&N to support completion of this SOW:

- BST Associates (BST)
- Solmar Hydro Inc. (Solmar)
- Anchor QEA
- Shannon & Wilson (S&W)
- Wood Harbinger (WH)

Subconsultant scopes of work and associated fees are included in Attachments B through F.

SCOPE OF WORK

The City is evaluating options for replacement and upgrades to the marina located on Puget Sound in Des Moines, Washington. The following SOW and Fee Estimate is presented in two phases of work to assist the City in achieving this goal:

- Phase I – Long-range Marina Replacement Plan
- Phase II – M and N Dock Replacement

Quality control and assurance activities have been scheduled and budgeted for each of the tasks and all deliverables produced by the M&N Team.

Task 0: Project Management

Task 0.1: Project Management

M&N will be responsible for the overall project management of the design team. M&N will provide contracting, oversight, accounting, invoicing and clerical support and conduct meetings to manage the project through permitting and design. Management of subconsultants will include facilitation and direct coordination between subconsultants. M&N corporate management procedures and protocol will be utilized. Project management will emphasize communication and meeting the City's needs and requirements. Project management also includes the M&N required QA/QC plan.

M&N will be responsible for the quality of the completed work. All work will be performed consistent with M&N's rigorous corporate Quality Assurance and Quality Control (QA/QC) program. The QA/QC program will establish and maintain the documentation and senior reviews necessary to eliminate "errors of omission" and to assure that the project is meeting not only M&N's quality standards, but industry, the City's, and applicable state and federal approved standards. The QA/QC for the project will include checking and reviewing all work for consistency with other members to consistently deliver coordinated documents. QA/QC tasks will be performed by qualified senior staff of M&N and other members of the design team as appropriate. Specific details concerning the types of review, who will be performing the review, and when the review occurs will be documented at the beginning of the project in a technical memorandum summarizing the QA/QC procedures to be implemented on the project.

Task 0.2: Team Meetings

A kick-off meeting will be conducted with key project staff from the City and the M&N Team. The objectives of the meeting will include, but are not limited to: the City's vision and what constitutes a successful project for the City; known and potential project constraints and opportunities; project scope and schedule in detail; establish lines and means of communication to minimize potential ambiguities in project objectives and deliverables; change (scope, schedule, or cost) management, identify and incorporate required project special procedures into the scope and schedule; and potential grant funding opportunities.

Bi-weekly meetings will be conducted with the M&N team and key City staff. The frequency of meetings will be based on project activity and issues. Meetings will follow a set rolling agenda which will include project progress/work completed, work to be completed, tracking of potential scope modifications, updated schedule and issues potentially affecting schedule, follow-up on requests from prior meetings, and any team questions or concerns.

Task 0 Deliverables

- Detailed project schedule with updates.
- Kick-off meeting agenda, materials, and post meeting memo.
- Agendas and minutes for project meetings.

PHASE 1 – LONG-RANGE MARINA REPLACEMENT PLAN

The M&N Team will provide concept development/design and planning to develop a long-range replacement strategy for the marina docks and for near term replacement of M and N docks.



Task 1: Marina Replacement Planning

Task 1.1: Economics/Financial Feasibility Analysis

The overall goal for this study is to assess redevelopment of all annual wet moorage. This work will build on the work accomplished by the City and Waggoner Marina Services & Burrows Bay Associates LLC. BST will provide the additional information, analysis, and details needed by the City in the decision-making process. This effort will carefully review all findings of the Waggoner report and non-published back-up materials (if available). BST will discuss Waggoner findings with the authors of the report as well as with City staff to assure that we fully understand the basis of their conclusions.

The primary purpose of this task is to evaluate the financial and economic feasibility of the marina, with a focus on a supportable marina replacement budget. This will be accomplished in the following scope of work.

Task 1.1.1: Financial Pro forma Development

Prepare a financial feasibility analysis that estimates the budget that is fundable and sustainable for marina development, considering the financial pro forma. Key inputs to the pro forma will include:

- Demand and Occupancy
- Rates/Rate Structure and Revenue
- O&M Expenses
- Capital costs and development schedule, and,
- Funding sources

Task 1.1.2: Capital Costs and Development Schedule

The M&N Team will refine alternatives for the marina redevelopment based on expected demand patterns. This is an iterative effort, in which we will evaluate trade-offs in maximizing moorage space in order to maximize revenues. This process will rely on estimated construction costs for different configurations of covered and open wet moorage.

A key factor in the financial analysis is the likely construction schedule. The team will estimate:

- Schedule for development, including permits and phased construction alternatives,
- Mitigation costs that may be required, and other factors that affect the schedule.
- Evaluate schedule based on funding constraints.

This work will assess capital costs and the development schedule under design options considered.

Task 1.1.3: Financing Alternatives

BST will thoroughly explore potential funding options for marina development:

- Net revenue generated by City marina operations (focusing on wet moorage).
- Potential increases in rates for other water-based operations (fueling, transient moorage etc.).
- Potential sources of funding for alternate water uses (ferries, et al.)



- Grants for marina redevelopment and/or required mitigation projects. M&N can provide grant identification support if requested, especially at the federal level with respect to waterfront facilities.

The purpose of this task is to describe and evaluate potential financing options.

Task 1.1.4: Financial Model

BST will develop a financial model that includes all of the design options and phasing of construction. Work will evaluate the supportable marina budget for marina design. It will also define the rate structure and occupancy level required to fully fund design alternatives.

Model inputs, which will be based on extensive benchmarking, will include:

- Phasing schedules
- Modelling for 5-years, as well as for longer periods (20 to 30) years
- Expected revenues based on reasonable rates and demand projections
- Capital costs based on estimates by the M&N team (including mitigation)
- O&M costs based on existing conditions, estimates based upon researched operations at other public and private marinas.
- Funding options with a reasonable expectation of achievement
- Rates of interest, inflation in revenues and capital and O&M costs
- Economic impacts associated with each alternative
- Sensitivity analysis will be performed to enable what-if assessments that lead to the selection of the optimal solution and factors for success.

Task 1.1.5: Draft Economics and Financial Feasibility Report

Prepare a draft feasibility report for City review. The report will clearly provide:

- Discussion of assumptions and results
- Key findings
- Recommend preferred alternative
- Supportable Marina Replacement Budget

Task 1.1.6: Final Economics and Financial Feasibility Report

Based on City and Stakeholder Input, revise and finalize the feasibility report.

Task 1.1 Deliverables

- Draft and Final Financial Feasibility Report in electronic format (pdf)

Task 1.2 Permitting and Mitigation Strategies

Task 1.2.1: Permit Approach and Mitigation Review

The M&N Team will develop an overall permitting approach for the entire marina, with the understanding that M and N Dock replacement will be permitted and designed first. The M&N



Team will work closely with the City on this task and is supported by Anchor QEA as permit strategy must be developed in parallel with design and financing for a successful project.

Anchor QEA will lead the evaluation of permitting and mitigation strategies for both Phase I and Phase II. M&N will provide marina planning, design, and construction expertise along with additional in-house marina permitting expertise to support this task. Time is included to review potential mitigation requirements and opportunities for both Phase I and II, including effort to consider different marina design alternatives with respect to possible mitigation costs.

M&N will be able to support preliminary concept and cost details while Anchor QEA will be able to evaluate alternative designs with NOAA's National Marine Fisheries Service Nearshore Habitat Valuation Model (NHVM) calculator for a range of in-water impacts. M&N will support Anchor QEA with rough/preliminary area, quantity, and volume estimates for use with the NHVM calculator to better understand potential mitigation costs.

Permit strategy and mitigation review will be tied closely with the economic analysis for the long-range development to develop Draft and Final Permit Approach and Mitigation Review Memorandums for both Phase I and Phase II. Deliverables for both Phase I and Phase II Permit Approach and Mitigation Review Memorandums will provide review for one marina redevelopment alternative and one alternative for M and N Dock replacement.

Task 1.2 Deliverables

- Draft and Final Marina Redevelopment Permit Approach and Mitigation Review in electronic format (pdf)
- Draft and Final M and N Dock Replacement Permit Approach and Mitigation Review in electronic format (pdf)

Task 1.3: Marina Planning

Task 1.3.1: Conceptual Layouts for Economic Feasibility and Evaluation of Replacement Strategy

Conceptual layouts for the marina replacement will be based on the slip distribution described in the Waggoner report. Slip mix and configuration will be refined in conjunction with the Economic and Financial Feasibility Analysis. The amount of covered versus open moorage will be reviewed in order to assess the impacts to economics and financial feasibility and permitting and mitigation. Marina layouts will include allowances for accessible gangways, identify potential areas that may be needed to support a dry stack storage operation. Up to three (3) layouts will be developed.

Task 1.3.2: Marina Basis of Design

A marina basis of design (BOD) document will be developed in order to provide the foundation for the marina replacement program. The focus of the BOD will be to identify general structure type, guidance for dock layout geometry, utility requirements. The document will also serve to guide the development of costs that will be used as part of the financial feasibility analysis.



Task 1.3.3: Planning Level Quantities ROM Estimates of Construction Costs

Using the conceptual layouts and marina BOD, order-of-magnitude estimates of construction costs based on unit prices will be developed for each layout. The costs will be reported in current costs and then escalated according to a phasing plan for the marina replacement program.

Task 1.3.4: Draft Marina Replacement Plan and Conceptual Design Report

Prepare draft design report to summarize the financial analysis, engineering and planning, field survey data, and permitting and mitigation strategy for the marina. Conclusions and recommendations for planning the replacement of the marina docks and related marina infrastructure will be presented based on the Phase 1 work, with consideration to public outreach efforts.

Task 1.3.5: Final Marina Replacement Plan and Conceptual Design Report

Finalize report based on comments received from City.

Task 1.3 Deliverables

- Draft and Final Marina Replacement Plan and Conceptual Design Report in electronic format (pdf)

Task 1.4: Field Surveys

Task 1.4.1: Bathymetry/Base Map

Solmar will complete this task. Data will be collected using high resolution multibeam sonar (MBES) throughout the project area. MBES will yield 100% coverage bathymetry data and will be of high enough resolution to identify marine vegetation areas as textured bottom surfaces. Since the bathymetric survey will cover the entire marina basin (Docks A thru N and Guest Moorage docks), the combined benefit of updated bathymetry and marine vegetation survey will be achieved.

A small UAV flight will be conducted to provide a base map aerial imagery, areal imagery will be georeferenced for use in updated base map(s).

Additional topographic/planimetric survey work will be completed to support this effort. At each gangway abutment for M and N Docks, survey points will be collected to locate the existing gangway hinge points, angle points for the concrete bulkhead cap where the gangway is attached, and utilities penetrating the bulkhead cap.

Task 1.4.2: Macroalgae Presence Survey

As noted above in Task 1.4.1, the MBES will provide marine vegetation presence data. The MBES data provides resolution adequate to outline potential areas of vegetation for closer inspection.

At select locations where marine vegetation is identified, and on a second separate day from the bathymetric survey work, a camera or remotely operated vehicle (ROV) will be used to confirm the presence and type of vegetation. A biologist from Anchor QEA will accompany the survey field crew for this effort (up to one day). This approach assumes that the number of drop-cam times for confirmation will be substantially fewer than those required following a detailed walking/wading or diving transect framework.



Anchor QEA will take the collected macroalgae data and develop a draft and final Macroalgae and Eelgrass Survey Report.

Task 1.4 Deliverables

- Survey data in electronic format(s) suitable for design and development of project plans.
- Draft and Final Survey Report and Macroalgae and Eelgrass Survey Report in electronic format (pdf)

Task 1.5: Stakeholder Outreach and Public Involvement

Stakeholder outreach and public involvement was not specifically requested within the City's Request for Qualifications (RFQ) for this project. The M&N Team has included an allowance for this task, to be available on an as-needed basis, based on recent scope discussions. The following subtasks present our allowance based on this preliminary understanding of involvement. Task 1.5 will likely require scope and fee modifications as the project moves forward.

A third-party facilitator is not included for this task. If the marina redevelopment planning process garners substantial interest from the public, it is recommended that a third-party, non-biased facilitator be considered.

Task 1.5.1: Technical Support

The M&N Team will provide technical support to the City as requested on project specific topics including design, financial feasibility, permitting and mitigation, and construction.

Task 1.5.2: Graphics and Renderings

M&N will support the development of graphics and/or renderings for the marina redevelopment planning process.

Task 1.5.3: Public Workshop

The M&N Team provides time to participate in one public workshop for the marina redevelopment planning process. Time to prepare for this meeting is also included.

Task 1.5.4: Communications Plan

Anchor QEA will lead the effort in developing a Communications Plan for the marina redevelopment planning process. The Plan will include details for consistent messaging with agencies, stakeholders, tribes, and other interested parties. The preparation of this Plan will include up to two 1-hour meetings with the City (Anchor and M&N) to understand previous public involvement activities conducted as part of the marina redevelopment planning process and obtain other relevant information. This plan will be a living document that is updated during the process so it can be referenced for future use.

Task 1.5.5: City Meetings

M&N and Anchor QEA have included time to attend up to three (3) City Council meetings to provide technical support to the City, as needed. Time to support the preparation of meeting materials is also included.



Task 1.5 Deliverables

- Draft and Final Communications Plan in electronic format (pdf)
- Microsoft PowerPoint presentation(s) for public workshop and City Council meetings in electronic format (PowerPoint and/or pdf)

PHASE 2: M AND N DOCK REPLACEMENT DESIGN

Based on the conceptual design and permitting strategy developed in the Long-Range Conceptual Design and Phasing Plan, the M&N Team will complete the project design, construction plans, technical specifications, and estimates of probable construction costs (PS&E) for the replacement of M and N docks. The M&N Team will coordinate with the City to verify the type of design and construction contracting approach, that will best serve the project by a full design package or a level of performance specification design to better capture value and cost savings from the supplier and contractor market. It is currently anticipated that design and P&S will be a detailed performance format. Design, P&S and costs will be developed in 3 stages (45%, 95% and final) with 2 City reviews at 45% and 95%.

Plans - Plans will be prepared according to established City standards. Plans submitted for review at the 45% and 95% level of completion will be submitted as half size (11-inch x 17-inch) plots and in electronic format. Final plans will be submitted as full size and half size plots and in electronic format(s) suitable for issuance to building exchange websites for bidding purposes. All plan sheets will be subject to M&N QA/QC throughout development and prior to submittal to the City.

Specifications – The M&N Team will prepare all technical specification sections of the contract documents and provide review/comment of City produced General Conditions. Outline technical specifications along with a partial set of specification sections will be submitted for review at the 45% submittal. Complete, edited, and coordinated pre-final technical specifications will be provided at the 95% submittal. Final complete, edited, coordinated, and signed technical specifications will be provided with the final submittal. Specifications will be provided in hard copy and electronic formats; the final submittal will include specifications in electronic format(s) suitable for issuance to building exchange websites for bidding purposes. All technical specifications will be subject to M&N QA/QC throughout development and prior to submittal to the City.

Opinion(s) of Probable Construction Costs – The M&N Team will provide an estimate of probable costs of the constructed value at the 45%, 95% and final level of design using unit prices and contingencies consistent with the level of design completeness. The Consultant will provide the City with an evaluation of each cost estimate highlighting changes in unit pricing, quantities, and/or total cost from previous estimates with explanation of the reasons for the change(s).

Task 2.1 – 2.3 Deliverables

An outline of the work/deliverables associated with each phase of design completeness is provided below.

Task 2.1: 45% (Preliminary) Design

- 45% Level Civil/Marine & Structural – Calculations, Plan(s), Sections, Details
- 45 % Level Utilities (Elec, Mech, Fire) - Calculations, Plan(s), Details
- 45% Level Technical Specifications and Product Cut-Sheets



- 45% Level Quantities and Opinion of Probable Construction Costs
- 45% Level Submittal

Task 2.2: 95% (Pre-Final) Level Civil/Marine & Structural – Calculations, Plan(s), Sections, Details

- 45% Level Civil/Marine & Structural – Calculations, Plan(s), Sections, Details
- 95% (Pre-Final) Level Utilities (Elec, Mech, Fire) - Calculations, Plan(s), Sections, Details
- 95% (Pre-Final) Level Technical Specifications
- 95% (Pre-Final) Level Quantities and Opinion of Probable Construction Costs
- 95% (Pre-Final) Submittal

Task 2.3: Final Design/Bid Documents

- Final Design/Bid Documents Level Civil/Marine & Structural – Calculations, Plan(s), Sections, Details
- Final Design/Bid Documents Level Utilities (Elec, Mech, Fire) - Calculations, Plan(s), Sections, Details
- Final/Bid Documents Technical Specifications
- Final Design/Bid Documents Level Quantities and Opinion of Probable Construction Costs
- Final Design/Bid Documents Submittal

Task 2.4: Environmental Review and Permitting

Anchor QEA will lead the State Environmental Policy Act (SEPA) and permitting effort for the City for M and N Dock replacement. The SEPA and permitting approach for the project is based on the most recent conceptual design and discussions with the City and includes a replacement scenario that could result in reduced overwater cover compared to existing conditions and the removal of creosote-treated timber from the aquatic environment.

Task 2.4.1: Agency Coordination

The M&N Team will provide early agency engagement, coordination during the regulatory review process, and coordination through construction. Anchor QEA will lead the SEPA and resource permitting effort for the City (effort is included for preliminary application coordination, including one early multi-agency meeting to introduce the project in the context of the marina redevelopment program), while M&N will lead the local construction permitting effort (effort is included for M&N or WH to engage with the City prior to City permit application submittal). Additional scope and fee will be required for ongoing agency coordination through permitting and/or to support SEPA comments or permit application questions by the resource agencies.

Task 2.4.2: SEPA and Resource Permitting

Table 1 developed by Anchor QEA, includes a summary of SEPA review, and resource permits and approvals typically required for the replacement of existing in-water structures.



Table 1: Environmental Permits and Approvals

Approvals	Agency	Trigger	Notes
Nationwide Permit (NWP) 3 or Letter of Permission (LoP)	U.S. Army Corps of Engineers (USACE)	Maintenance activities	A Joint Aquatic Resources Permit Application (JARPA) form will be prepared for an NWP 3 or LoP. If any new or expanded in-water or overwater structures are proposed, an individual permit will be required.
Endangered Species Act (ESA) Concurrence	National Marine Fisheries Service and U.S. Fish and Wildlife Service	Potential impacts to ESA-listed species and/or habitat	A Short-Form Biological Evaluation (BE) will be required to assess potential impacts from in-water activities. This will also include an assessment of potential mitigation requirements based on the NHVM calculator.
National Historic Preservation Act Section 106 Compliance	Washington Department of Archaeology and Historic Preservation	Potential impacts to archaeological, cultural, or historic resources	Preliminary archaeological review indicates that a Cultural Resources Assessment memorandum may not be required for the project. Documentation of limited potential for encountering artifacts will be included in the JARPA and State Environmental Policy Act (SEPA) Checklist.
Clean Water Act Section 401 Water Quality Certification (WQC)	Ecology	Potential water quality impacts to waters of the state	A pre-filing notice will be submitted to Ecology to support Coastal Zone Management Act (CZMA) and Section 401 review. Section 401 compliance will be covered under the NWP 3, and an individual WQC is not required due to limited in-water work and impacts.
CZMA Consistency Determination	Ecology	USACE permit requirement	CZMA compliance will be covered under the NWP 3.
Hydraulic Project Approval (HPA)	Washington Department of Fish and Wildlife (WDFW)	Work within waters of the state	Application materials will be submitted via the WDFW Aquatic Protection Permitting System (APPS) online project portal upon issuance of SEPA determination.
Aquatic Use Authorization	Washington Department of Natural Resources (DNR)	Work occurring on or over state-owned aquatic lands	JARPA Attachment E will be completed and submitted to DNR with the JARPA. The City will be responsible for aquatic lease terms negotiations.
SEPA Determination	City	Projects requiring local review in Washington State	A SEPA Checklist will be prepared and submitted to the City for SEPA review.
Shoreline Substantial Development Permit (SSDP) Exemption	City	Repair and maintenance activities located within the shoreline buffer	An SSDP exemption request letter will be submitted to the City for normal maintenance activities occurring within the shoreline buffer that are exempt per the City's Shoreline Master Plan Chapter 7.2(2).
Floodplain Code Compliance	City	In-water structures within floodplain	A Floodplain Code Consistency Memorandum will be submitted to the City.

The below further describes the different efforts required to support the City through SEPA and permitting, which will be based off of, or around the 30% design phase to minimize potential changes to the project during or after completion of the impact analyses.

- SEPA: Anchor QEA will lead the completion of a SEPA Checklist for the City. A SEPA Determination of Nonsignificance (DNS) or Mitigated Determination of Nonsignificance (MDNS) is anticipated for the project. An Environmental Impact Statement (EIS) is not anticipated. Extensive technical analyses to support the SEPA determination are also not anticipated (i.e., traffic analysis, noise beyond that necessary to permit pile driving, cultural or historic surveys, etc.). M&N will support Anchor QEA by developing the project description, including any applicable area, quantity, and volume takeoffs necessary to support SEPA review. M&N will also develop preliminary project figures to attach to the

SEPA Checklist, anticipated to be similar to anticipated figures to support the Joint Aquatic Resources Permit Application (JARPA).

- JARPA: Anchor QEA will lead the completion of the JARPA for the City. M&N will support Anchor QEA by developing any further detail needed with respect to area, quantity, and volume takeoffs necessary to support the JARPA. M&N will also complete the JARPA figures.
- Short-Form Biological Evaluation (BE): A Short-Form BE will be completed to assess potential impacts from in-water activities. This will also include an assessment of potential mitigation requirements based on the NHVM calculator. M&N will support Anchor QEA with any more detailed area, quantity, and volume takeoffs to complete this effort. The BE will be submitted by Anchor to the U.S. Army Corps of Engineers (USACE) for coverage under Nationwide Permit (NWP) #3 or a Letter of Permission (LOP). The BE will also support NMFS and U.S. Fish and Wildlife Service (USFWS) review.
- Shoreline Substantial Development Permit (SSDP): Anchor QEA will complete an SSDP exemption request letter that will be submitted to the City.
- Floodplain Compliance: Floodplain code compliance is required for in-water structures. Anchor QEA will prepare a floodplain code consistency review memorandum to demonstrate that changes to the piling infrastructure at the project site will not adversely affect base flood elevations determined by the Federal Emergency Management Agency (FEMA). M&N will provide design information for incorporation.
- Ecology Clean Water Act Section 401 Water Quality Certification (WQC) and Coastal Zone Management Act (CZMA) Pre-filing: Anchor QEA will complete a pre-filing notice to submit to Ecology to support WQC and CZMA compliance, both of which should be automatically covered by issuance of a USACE NWP.

Draft permit application materials will be submitted to the City for review prior to formal agency submittal by Anchor QEA.

At this time, complex permitting and the development of a detailed Mitigation Plan is not proposed. If, during preliminary planning, design, and/or agency coordination tasks, more complex mitigation opportunities are determined necessary, additional scope and fee may be required.

Task 2.4.3: Local Construction Permits

The M&N Team will develop a permit strategy to identify specific construction permits needed, review code compliance requirements, and to complete the application materials and drawings necessary to support the City in obtaining local City building, electrical, mechanical, and/or water (potable) permits. M&N will lead the building permit application submittal, which will include the submittal of final design drawings completed under Task 2.4. WH will lead the electrical, mechanical, and/or water permitting efforts. Time and effort are included to support coordination with South King County Fire.

If other construction permits are identified during this task, additional scope and fee may be required.

Task 2.4 Deliverables

- Draft and Final SEPA Checklist in electronic format (word)



- Draft and Final JARPA, JARPA Attachment E, and JARPA figures in electronic format (pdf)
- Draft and Final SSDP Exemption Request Letter in electronic format (pdf)
- Draft and Final Floodplain Code Consistency Memorandum in electronic format (pdf)
- Draft and Final Short-Form BE and NHVM calculator in electronic format (pdf)
- Ecology pre-filing notice form in electronic format (pdf)
- HPA application via APPS (online)
- Draft and Final City Building Permit application and drawings in electronic format (pdf)
- Draft and Final City Electrical, Mechanical, Water Permit application and drawings in electronic format (pdf)

Task 2.5 Bid Support

Bid support services will include the following allowances:

- Attendance at Pre-Bid Meeting
- Prepare responses to Requests for Information (allow up to 2)
- Prepare addenda in response to RFI (allow up to 2)
- Assist City with review of bids received. Work may include preparation of bid tabulation, review of references, and prepare written recommendation for the City.

PHASE 3 – CONSTRUCTION SUPPORT SERVICES

Task 3.2 Construction Support Services. Construction support services are not included at this time. Services will be negotiated at a later date as needed.

ASSUMPTIONS

- Phase I, Task 1.2 deliverables provide a permit approach and mitigation review for one marina redevelopment alternative and one alternative for the M and N Dock replacements project.
- In-water and overwater project activities will qualify as repair and maintenance. The review agencies will not deem the project activities to be considered new or expanded in-water or overwater structures.
- A National Environmental Policy Act (NEPA) Environmental Assessment or EIS is not anticipated at this time (project is not federally funded).
- A SEPA Determination of Nonsignificance or Mitigated Determination of Nonsignificance will be issued for the project. An Environmental Impact Statement will not be required. Extensive technical analyses to support the SEPA determination are also not anticipated (i.e., traffic analysis, noise beyond that necessary to permit pile driving, cultural or historic surveys, etc.)
- The project will qualify for an SSDP exemption and not require an individual shoreline permit.
- The project will not trigger the requirement for a USACE Individual Permit.



- The macroalgae presence survey approach assumes that the number of drop-cam times for confirmation will be substantially fewer than those required following a detailed walking/wading or diving transect framework.
- Cultural and/or historic resources surveys or reporting will not be required for Section 106 compliance.
- Additional field surveys (e.g., sediment surveys) are not anticipated.
- Work will occur on Department of Natural Resources (DNR) owned aquatic lands. The City will be responsible for DNR aquatic lease negotiations and aquatic land survey requirements.
- A mitigation plan will not be required for M and N Dock Replacement project. Project activities will generally be self-mitigating due to overwater cover reduction and creosote-treated pile removal. Any additional debits generated by the project will be offset by credits made available through mitigation for the Entrance Channel Maintenance Dredging Project.
- Agency comments on the permit application materials will be minor and will not result in additional data gathering or substantial new evaluations.
- Effort to support permit appeals are not included and would require additional scope and fee.
- Permit fees are the responsibility of the City.
- Effort to support stakeholder outreach and public involvement is based on present assumptions and a limited effort. Scope and fee modifications may be required to better support the City through this process.
- The stakeholder outreach and public involvement task does not include providing a third-party meeting facilitator.

SCHEDULE AND FEE

We are ready to begin work as soon as we receive notice to proceed (NTP). A detailed project schedule will be developed at project start-up and updated throughout the project based on elements such as results of the economic/financial feasibility analysis, selection of the preferred alternative, and feedback from the regulatory and permitting agencies during the permitting tasks. It is currently anticipated that project duration will be 18 to 20 months following NTP.

M&N proposes to complete the scope of work on a time-and-materials basis not to exceed five hundred and ninety-seven thousand, eight hundred and four dollars. A breakdown of our fee proposal is provided in the table below. A detailed level of effort is attached (Attachment A). Subconsultant scopes of work and associated fees are included in Attachments B through F.

Total M&N Cost	\$334,816.00
Total Subconsultant Costs	\$262,988.00
Total	\$597,804.00



We thank you for the opportunity to provide a fee proposal for this project, and we look forward to working with you on this important project. If you have any questions regarding this proposal, feel free to contact me by phone, (206) 501-2311, or by email, bgerken@moffattnichol.com.

Sincerely,

MOFFATT & NICHOL



Bill Gerken, PE, Project Manager
bgerken@moffattnichol.com
(206) 501-2311 (direct)
(206) 491-6350 (cell)



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Attachment #2

CITY OF DES MOINES
2022-2027 CAPITAL IMPROVEMENT PLAN
 (Amount in Thousands)

"M" and "N" Dock Replacement

Project # 403.499

Previous Title: Marina Dock Replacement

CIP Category: Marina Capital Improvements

Managing Department: Marina

Summary Project Description:

This Project was created to fund the Engineering, Design and Construction costs associated with the rebuilding of the Des Moines Marinas M and N docks and their utilities.

Justification/Benefits: The Des Moines Marinas Docks are now over 50 years old and in need of replacement. This Project is necessary as we move forward with Design, Engineering and discussions on reconfigurations in slip size, styles, and amenities associated with new construction. While all Docks are in need of replacement, due to the infrastructure set in place, M and N Dock will be the first in the replacement process.

PROJECT SCOPE			
Expenditures	Current Budget	Requested Change	Total Budget
Design	200	435	635
Land & Right of Way	-	-	-
Construction	1,400	4,600	6,000
Contingency	-	63	63
Total Expenditures	1,600	5,098	6,698

ANNUAL ALLOCATION							
Project to Date 12/31/20	Scheduled Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027
-	250	385	-	-	-	-	-
-	-	-	-	-	-	-	-
-	-	2,000	2,000	2,000	-	-	-
-	-	63	-	-	-	-	-
-	250	2,448	2,000	2,000	-	-	-

Funding Sources	Current Budget	Requested Change	Total Budget
Marina Rate Transfer	1,600	(902)	698
Bond Proceeds	-	6,000	6,000
Total Funding	1,600	5,098	6,698

Project to Date 12/31/20	Scheduled Year 2021	Plan Year 2022	Plan Year 2023	Plan Year 2024	Plan Year 2025	Plan Year 2026	Plan Year 2027
800	(102)	-	-	-	-	-	-
-	-	2,000	2,000	2,000	-	-	-
800	(102)	2,000	2,000	2,000	-	-	-

OPERATING IMPACT			
Operating Impact	6 Year Total		
Revenue	-	-	-
Expenses	-	-	-
Net Impact	-	-	-

ANNUAL OPERATING IMPACT							
12/31/20	2021	2022	2023	2024	2025	2026	2027
-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-
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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Resolution 21-033 Setting a Date for Public Hearing for Vacation of Public Rights-of-Way for South 219th Street, South 220th Street, South 221st Street, South 224th Street, and 30th Avenue South to Sound Transit (ST) for the Federal Way Link Extension (FWLE)

ATTACHMENTS:

1. Draft Resolution No. 21-033

FOR AGENDA OF: July 22, 2021

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: July 14, 2021

CLEARANCES:

- [X] Community Development Susan M. Cey
[] Marina N/A
[] Parks, Recreation & Senior Services N/A
[X] Public Works R. Blum

CHIEF OPERATIONS OFFICER: Dip J.

- [X] Legal /s/ TG
[] Finance N/A
[] Courts N/A
[] Police N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL Michael H.

Purpose and Recommendation

The purpose of this agenda item is to set a public hearing date in compliance with DMMC 12.10.040 and RCW 35.79.010 to consider within the City of Des Moines street vacations involving public rights-of-way known as a portion of South 219th Street, South 220th Street, South 221st Street, South 224th Street, and 30th Avenue South. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to adopt Draft Resolution No. 21-033 setting a public hearing on September 2, 2021 or soon thereafter as the matter may be heard, for street vacations of South 219th Street, South 220th Street, South 221st Street, South 224th Street, and 30th Avenue South within the City of Des Moines to Sound Transit for the Federal Way Link Extension."

Background

In November 2008, central Puget Sound area voters approved Sound Transit 2 (ST2) including extension of the Link Light Rail (LLR) system from SeaTac to the cities of Kent and Des Moines. Unfortunately, due to reduced tax revenue during the Great Recession, all work was suspended south of

Angle Lake Station in SeaTac. Then in November 2016, voters approved Sound Transit 3 (ST3) which included the extension of the LLR system to the City of Federal Way, known as the Federal Way Link Extension (FWLE).

The City of Des Moines has negotiated multiple agreements with Sound Transit detailing various project requirements and permitting processes that would provide certainty and predictability for the FWLE Project within the City limits. These agreements referenced the completed Sound Transit Environmental Impact Statement and FTA mitigation requirements. The agreements established a consolidated permit process, amended and resolved technical code requirements that are impractical or infeasible, supported and accommodated the LLR system in land use plans and development regulations, and allowed for extended vesting or duration of land use approvals.

As part of the FWLE construction, Sound Transit is responsible for improvements to the City street ends at South 220th Street, South 221st Street, and South 224th Street, along with frontage improvements at South 219th Street and 30th Avenue South. Improvements will include curb, gutter, sidewalk, street lighting, landscaping, and cul-de-sacs where required. These improvements are to be constructed within the City right-of-way.

Discussion

This Draft Resolution sets a public hearing date as required by law for the Council to consider the vacation of the South 219th Street, South 220th Street, South 221st Street, South 224th Street, and 30th Avenue South right-of-way.

The portion of the streets proposed to be vacated are necessary for the completion of planned improvements of the FWLE project as established in the City Council-approved FWLE Transitway Agreement and other agreements with Sound Transit. The vacated areas are not needed for future City infrastructure improvements.

Alternatives

The City Council may:

1. Adopt the draft resolution as written.
2. Adopt the draft resolution with amendments.

Financial Impact

No costs to the City. Potential compensation for vacated area is being investigated.

Recommendation or Conclusion

It is recommended that the City Council approve the Resolution setting a public hearing date.

Concurrence

Community Development, Public Works, and Legal Departments concur.

DRAFT RESOLUTION NO. 21-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider a street vacation of a portion of South 219th Street, South 220th Street, South 221st Street, South 224th Street, and 30th Avenue South, within the City of Des Moines to Sound Transit for the Federal Way Link Extension.

WHEREAS, the City Council is considering vacation of a portion of public rights-of-way known as a portion of South 219th Street, South 220th Street, South 221st Street, South 224th Street, and 30th Avenue South, located in the City of Des Moines as described on Exhibit "B" and shown on Exhibit "C", attached hereto and incorporated by reference, by the petition method, and

WHEREAS, the streets proposed to be vacated, are not needed for future City infrastructure improvements, and

WHEREAS, the proposed street vacations are necessary for the completion of planned improvements for the Federal Way Link Extension Project, and

WHEREAS, the provisions of RCW 35.79.010 authorize the City Council to fix a time for a public hearing in order to receive public comment regarding this proposal; now therefore,

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

The matter of the vacation of the following described portions of public rights-of-way in the City of Des Moines is set for a public hearing before the City Council on Thursday, September 2, 2021 at 5:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue So., Suite B, Des Moines, Washington:

A portion of South 219th Street, South 220th Street, South 221st Street, South 224th Street, and 30th Avenue South, located in the City of Des Moines as shown on Exhibit "C", attached hereto.

ADOPTED BY the City Council of the City of Des Moines, Washington this 22nd day of July, 2021 and signed in authentication thereof this 22nd day of July, 2021.

Draft Resolution No. 21-033
Page 2 of 2

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

EXHIBIT “B”

R/W No. FL-162.1
S 219TH ST VACATION
CITY OF DES MOINES

VACATION AREA:

THAT PORTION OF SOUTH 219TH STREET, ORIGINALLY DEDICATED AS EMERSON AVENUE ON THE FACE OF THE GEM ADDITION TO DES MOINES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 70, RECORDS OF KING COUNTY, WASHINGTON, BEING ALSO WITHIN THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH MARGIN OF SOUTH 219TH STREET WITH THE EAST MARGIN OF 31ST AVENUE SOUTH, SAID POINT BEING THE SOUTHWEST CORNER OF BLOCK 5 OF SAID GEM ADDITION TO DES MOINES;
THENCE ALONG SAID NORTH MARGIN AND THE SOUTH LINE OF SAID BLOCK 5, S88°21'38"E A DISTANCE OF 126.92 FEET TO THE WEST MARGIN OF INTERSTATE 5 AS DELINEATED ON THE WSDOT RIGHT-OF-WAY PLANS: SR5, SR 516 VIC. TO S 204TH ST., APPROVED APRIL 23, 2004, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 11,580.00 FEET, THROUGH WHICH POINT A RADIAL LINE BEARS N85°07'32"W;
THENCE SOUTHERLY TO THE LEFT ALONG SAID CURVE AND SAID WEST MARGIN, THROUGH A CENTRAL ANGLE OF 00°17'50", AN ARC DISTANCE OF 60.09 FEET TO THE SOUTH MARGIN OF SOUTH 219TH STREET, BEING ALSO THE NORTH LINE OF BLOCK 4 OF SAID GEN ADDITION TO DES MOINES;
THENCE ALONG SAID SOUTH MARGIN AND THE NORTH LINE OF SAID BLOCK 4, N88°21'38"W A DISTANCE OF 122.99 FEET TO THE SOUTHERLY EXTENSION OF THE EAST MARGIN OF 31ST AVENUE SOUTH;
THENCE NORTHERLY ALONG SAID SOUTHERLY EXTENSION, N00°58'32"E A DISTANCE OF 60.00 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 7,496 SQUARE FEET, MORE OR LESS.

EXHIBIT “B”

R/W No. FL-163.2
S 220TH ST VACATION
CITY OF DES MOINES

VACATION AREA:

THAT PORTION OF SOUTH 220TH STREET, ORIGINALLY DEDICATED AS LOWELL AVENUE ON THE FACE OF THE GEM ADDITION TO DES MOINES, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4 OF PLATS, PAGE 70, RECORDS OF KING COUNTY, WASHINGTON, BEING ALSO WITHIN THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE NORTH MARGIN OF SOUTH 220TH STREET WITH THE EAST MARGIN OF VACATED 31ST AVENUE SOUTH, SAID POINT BEING THE SOUTHWEST CORNER OF BLOCK 4 OF SAID GEM ADDITION TO DES MOINES;
THENCE ALONG SAID NORTH MARGIN AND THE SOUTH LINE OF SAID BLOCK 4, S88°24'35"E A DISTANCE OF 30.40 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING ALONG SAID NORTH MARGIN AND SOUTH LINE OF BLOCK 4, S88°24'35"E A DISTANCE OF 73.04 FEET TO THE WEST MARGIN OF INTERSTATE 5 AS DELINEATED ON THE WSDOT RIGHT-OF-WAY PLANS "SR5, SR 516 VIC. TO S 204TH ST.", APPROVED APRIL 23, 2004, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 11,580.00 FEET, THROUGH WHICH POINT A RADIAL LINE BEARS N87°04'24"W;
THENCE SOUTHERLY TO THE LEFT ALONG SAID CURVE AND SAID WEST MARGIN, THROUGH A CENTRAL ANGLE OF 00°17'49", AN ARC DISTANCE OF 60.01 FEET TO THE SOUTH MARGIN OF SOUTH 220TH STREET;
THENCE ALONG SAID SOUTH MARGIN, N88°24'35"W A DISTANCE OF 60.16 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH WHICH POINT A RADIAL LINE BEARS S61°42'53"E;
THENCE NORTHERLY AND NORTHWESTERLY TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 75°21'04", AN ARC DISTANCE OF 65.76 FEET TO THE **POINT OF BEGINNING;**

CONTAINING 3,560 SQUARE FEET, MORE OR LESS.

EXHIBIT “B”

R/W No. FL-166.1
S 221ST ST VACATION
CITY OF DES MOINES

VACATION AREA:

THAT PORTION OF SOUTH 221ST STREET ORIGINALLY ESTABLISHED BY KING COUNTY BOARD OF COUNTY COMMISSIONERS’ RESOLUTION NO. 4659 AS C.B. DEERING ROAD, REPRESENTED ON KING COUNTY SURVEY NO. 9-22-4-1, WITHIN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH MARGIN OF SOUTH 221ST STREET WITH THE WEST LINE OF THE EAST 389.04 FEET OF SAID SECTION 9;
THENCE ALONG SAID NORTH MARGIN, S88°26’45”E A DISTANCE OF 62.60 FEET TO THE WEST MARGIN OF INTERSTATE 5 AS DELINEATED ON THE WSDOT RIGHT-OF-WAY PLANS “SR5, SR 516 VIC. TO S 204TH ST.”, APPROVED APRIL 23, 2004, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 11,580.00 FEET, THROUGH WHICH POINT A RADIAL LINE BEARS N88°47’04”W;
THENCE SOUTHERLY TO THE LEFT ALONG SAID CURVE AND SAID WEST MARGIN, THROUGH A CENTRAL ANGLE OF 00°17’49”, AN ARC DISTANCE OF 60.00 FEET TO THE SOUTH MARGIN OF SOUTH 221ST STREET;
THENCE ALONG SAID SOUTH MARGIN, N88°26’45”W A DISTANCE OF 112.51 FEET;
THENCE LEAVING SAID SOUTH MARGIN, N01°3’15”E A DISTANCE OF 2.31 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH WHICH POINT A RADIAL LINE BEARS S01°33’15”W;
THENCE NORTHEASTERLY AND NORTHERLY TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 98°49’44”, AN ARC DISTANCE OF 86.24 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 4,387 SQUARE FEET, MORE OR LESS.

EXHIBIT “B”

R/W No. FL-171.1
S 224TH ST VACATION
CITY OF DES MOINES

VACATION AREA:

THAT PORTION OF SOUTH 224TH STREET, THE SOUTH HALF THEREOF ORIGINALLY DEDICATED ON THE FACE OF FEDERAL HIGHWAY ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 30 OF PLATS, PAGES 1-2, RECORDS OF KING COUNTY, WASHINGTON, WITHIN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 16, AND THE NORTH HALF THEREOF ORIGINALLY DEDICATED ON THE FACE OF MIDWAY SOUNDVIEW, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 45 OF PLATS, PAGE 37, RECORDS OF KING COUNTY, WASHINGTON, WITHIN THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 9, ALL IN TOWNSHIP 22 NORTH, RANGE 4 EAST, W.M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH MARGIN OF SOUTH 224TH STREET WITH THE EAST LINE OF LOT 21, SAID PLAT OF MIDWAY SOUNDVIEW;
THENCE LEAVING SAID NORTH MARGIN, S01°24’24”W A DISTANCE OF 60.00 FEET TO THE SOUTH MARGIN OF SOUTH 224TH STREET, SAID POINT BEING ALSO THE NORTH LINE OF LOT 1, BLOCK 3, SAID PLAT OF FEDERAL HIGHWAY ADDITION;
THENCE ALONG SAID SOUTH MARGIN, N88°33,17”W A DISTANCE OF 58.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH WHICH POINT A RADIAL LINE BEARS S60°18’01”E;
THENCE NORTHERLY TO THE LEFT ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 74°51’28”, AN ARC DISTANCE OF 65.33 FEET TO THE NORTH MARGIN OF SOUTH 224TH STREET;
THENCE ALONG SAID NORTH MARGIN, S88°33’17”E A DISTANCE OF 67.68 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 3,345 SQUARE FEET, MORE OR LESS.

EXHIBIT “B”

R/W No. FL-202.1
30TH AVE S VACATION
CITY OF DES MOINES

VACATION AREA:

THAT PORTION OF THE CURRENT RIGHT-OF-WAY OF 30TH AVENUE SOUTH ORIGINALLY DEEDED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NUMBER 5025700, RECORDS OF KING COUNTY, WASHINGTON, LYING WITHIN THE WEST 10 FEET OF LOT 14, BLOCK 3, FEDERAL HIGHWAY ADDITION, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 30 OF PLATS, PAGES 1-2, RECORDS OF KING COUNTY, WASHINGTON, **AND** THAT PORTION OF THE CURRENT RIGHT-OF-WAY OF 30TH AVENUE SOUTH ORIGINALLY DEEDED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NUMBER 5025704, RECORDS OF KING COUNTY, WASHINGTON, LYING WITHIN THE WEST 15 FEET OF LOT 15, BLOCK 3, SAID FEDERAL HIGHWAY ADDITION, **AND** THAT PORTION OF 30TH AVENUE SOUTH ORIGINALLY CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NUMBER 5069019, RECORDS OF KING COUNTY, WASHINGTON, LYING WITHIN THE WEST 20 FEET OF LOTS 15 AND 16, BLOCK 3, SAID FEDERAL HIGHWAY ADDITION, AND NORTHERLY OF THE NORTH LINE OF SR516/KENT-DES MOINES ROAD, SAID NORTH LINE BEING A LINE DRAWN PARALLEL WITH AND 115 FEET NORTHEASTERLY, WHEN MEASURED RADially, FROM THE “A” LINE SURVEY OF PRIMARY STATE HIGHWAY NO. 1, PIERCE COUNTY LINE TO JCT. SSH NO. 5-A, AS DESCRIBED IN SAID DEED RECORDED UNDER RECORDING NUMBER 5069019.

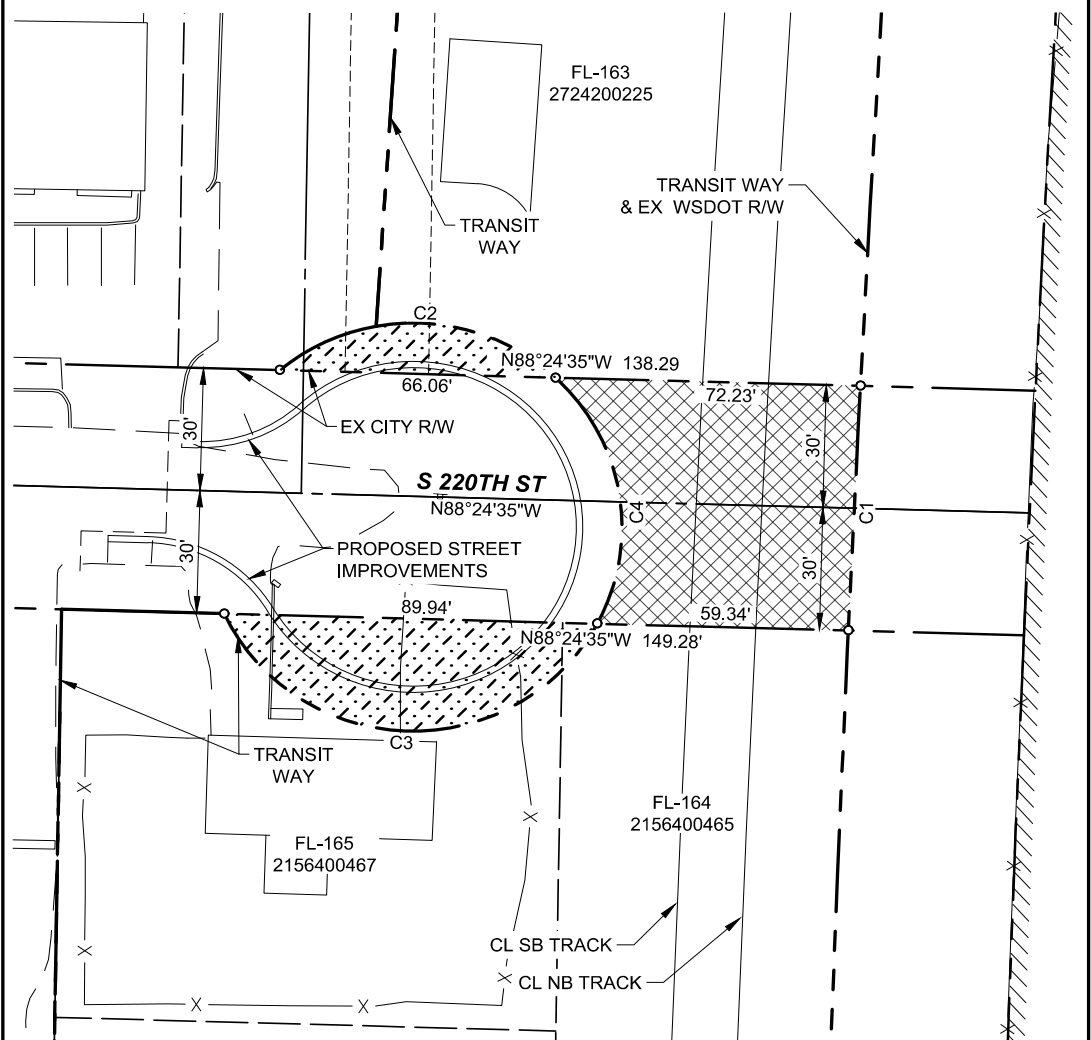
CONTAINING 3,792 SQUARE FEET, MORE OR LESS.

NE 1/4 SE 1/4 SEC 9, T 22 N, R 4 E, W.M.



KING COUNTY, WA

S 220TH ST R/W VACATION
NE 1/4 SE 1/4 SEC 9, T 22 N, R 4 E, W.M.



- C1 Δ=0°21'26" R=9628.49' L=60.01'
N86°59'11"W (R) N87°20'36"W (R)
C2 Δ=82°41'16" R=50.00' L=72.16'
N39°45'13"W (R) N42°56'03"E (R)
C3 Δ=126°36'36" R=50.00' L=110.49'
N61°42'53"W (R) N64°53'43"E (R)
C4 Δ=75°21'04" R=50.00' L=65.76'
N42°56'00"E (R) N61°42'53"W (R)

LEGEND	
	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PROPERTY LINE



F & A FURTADO &
ASSOCIATES
LINK LIGHT RAIL TRANSIT SYSTEM

EXHIBIT "C"

R/W NO. FL-163.2

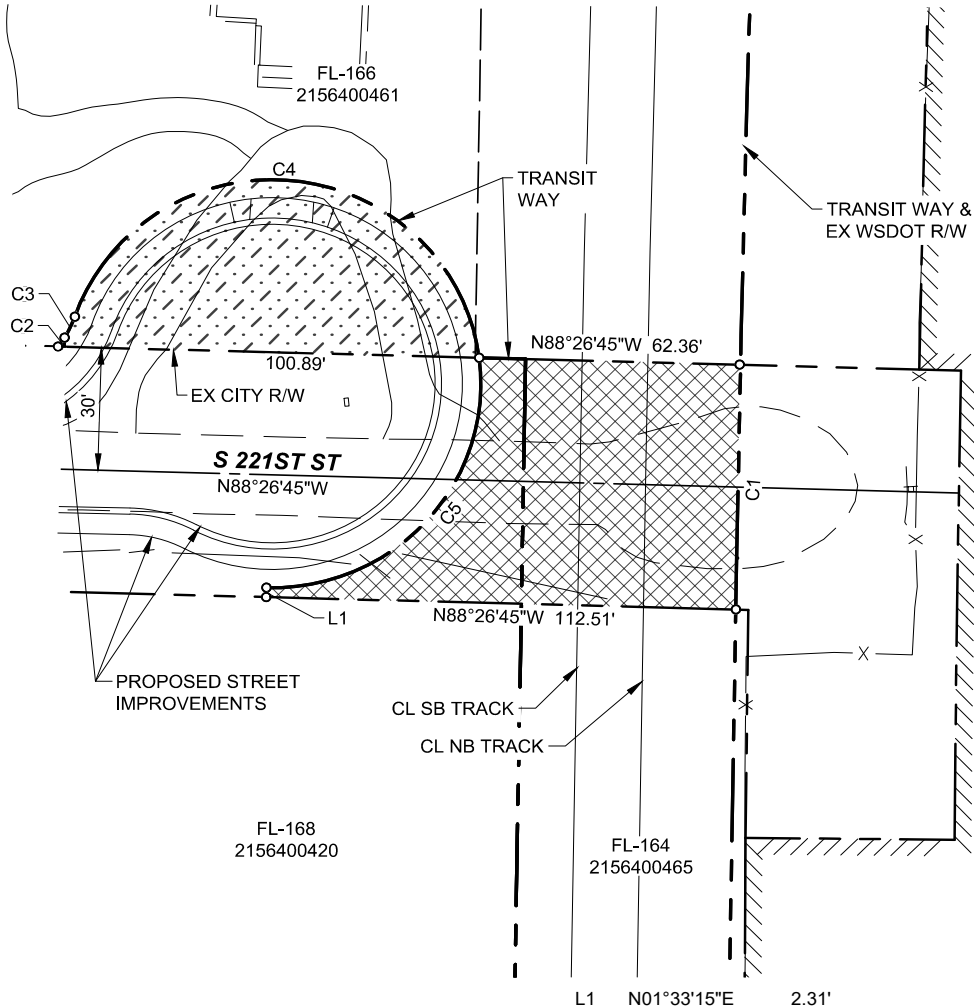
DEDICATION AREA: 2,323 SF
VACATION AREA: 3,513 SF

CITY OF DES MOINES

DATE: 04/14/2021
KING COUNTY, WA

S 221ST ST R/W DEDICATION / VACATION

NE 1/4 SE 1/4 SEC 9, T 22 N, R 4 E, W.M.



L1	N01°33'15"E	2.31'
C1	Δ=00°16'56" R=9628.49' L=47.41'	
	N89°02'38"W (R) N89°24'05"W (R)	
C2	Δ=06°10'56" R=25.00' L=2.70'	
	N51°34'33"W (R) N57°45'29"W (R)	
C3	Δ=13°04'34" R=25.00' L=5.71'	
	N57°45'29"W (R) N70°50'03"W (R)	
C4	Δ=153°32'19" R=50.00' L=133.99'	
	N70°50'03"W (R) N82°42'16"E (R)	
C5	Δ=98°55'38" R=50.00' L=86.28'	
	N01°33'15"E (R) N82°42'16"E (R)	

LEGEND	
	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PROPERTY LINE

ST R/W VACATION	R/W DEDICATION

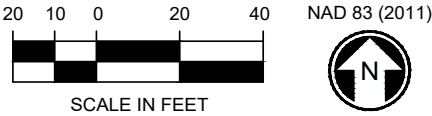
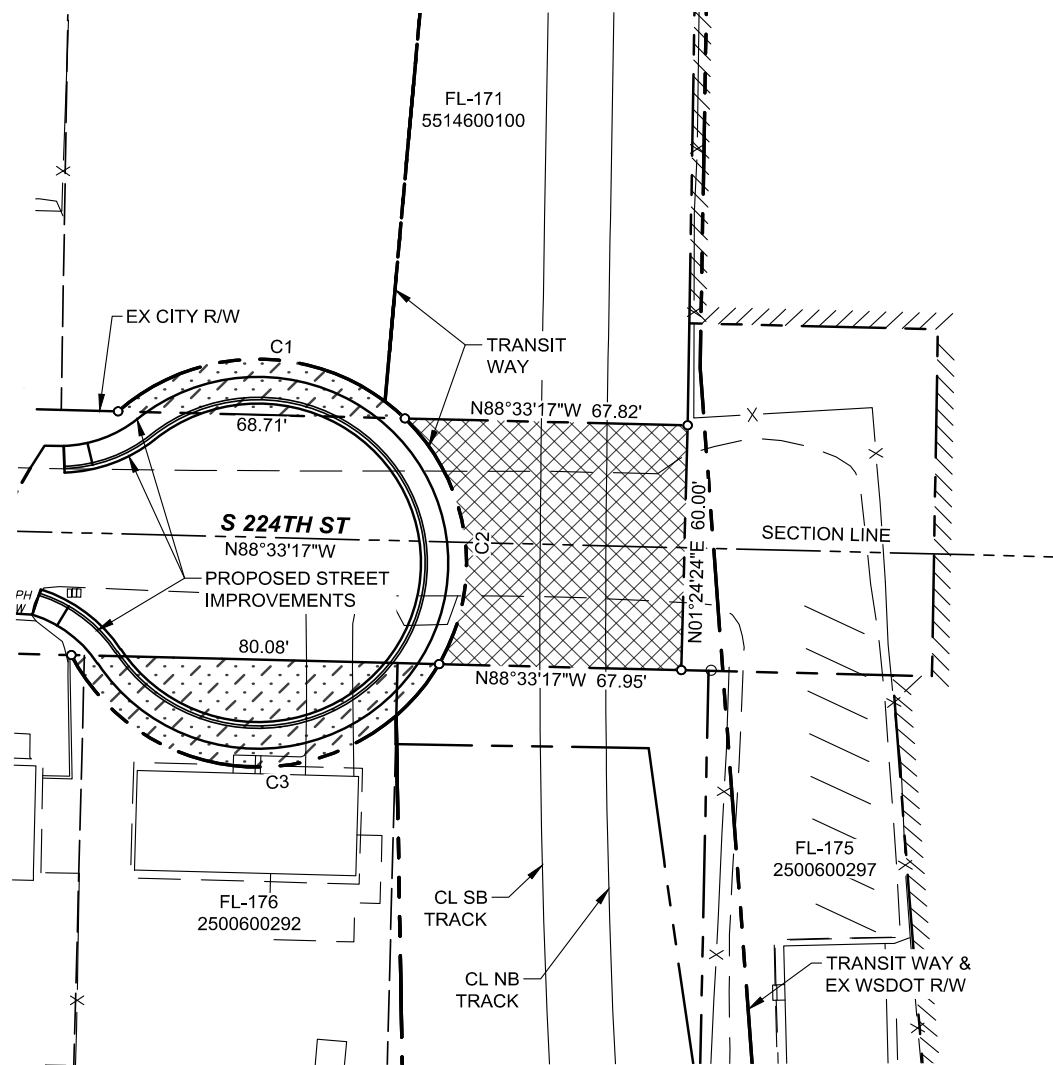


		EXHIBIT "C"
		R/W NO. FL-166.1
	FURTADO & ASSOCIATES	DEDICATION AREA: 3,166 SF
		ST VACATION AREA: 4,381 SF
LINK LIGHT RAIL TRANSIT SYSTEM	CITY OF DES MOINES	DATE: 06/30/2021 KING COUNTY, WA

S 224TH ST R/W DEDICATION / VACATION

NE 1/4 SE 1/4 SEC 9, T 22 N, R 4 E, W.M.



C1	$\Delta=85^{\circ}47'36''$	$R=50.00'$	$L=75.74'$
	$N44^{\circ}50'31''E$ (R)	$N41^{\circ}57'05''W$ (R)	
C2	$\Delta=74^{\circ}52'21''$	$R=50.00'$	$L=65.33'$
	$N44^{\circ}50'31''E$ (R)	$N60^{\circ}17'53''W$ (R)	
C3	$\Delta=123^{\circ}29'25''$	$R=50.00'$	$L=107.77'$
	$N63^{\circ}11'35''E$ (R)	$N60^{\circ}17'53''W$ (R)	

LEGEND	
	LIGHT RAIL TRANSIT WAY
	RIGHT-OF-WAY LINE
	EASEMENT LINE PERMANENT
	EASEMENT LINE TEMPORARY
	EXISTING RIGHT-OF-WAY LINE
	STREET CENTER LINE
	PROPERTY LINE

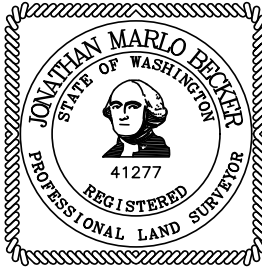
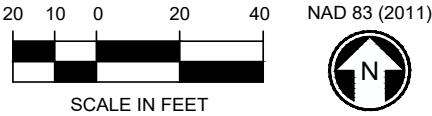
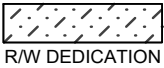


EXHIBIT "C"

R/W NO. FL-171.1

DEDICATION AREA: 2,300 SF

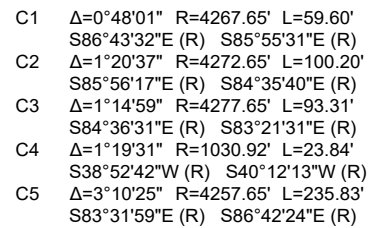
VACATION AREA: 3,345 SF

DATE: 04/14/2021

CITY OF DES MOINES

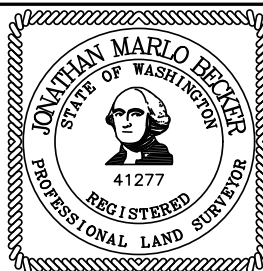
KING COUNTY, WA

NE 1/4 SE 1/4 SEC 16, T 22 N, R 4 E, W.M.



20 10 0 20 40 NAD 83 (2011)

SCALE IN FEET



CITY OF DES MOINES

KING COUNTY, WA

F & A FURTADO &
ASSOCIATES
LINK LIGHT RAIL TRANSIT SYSTEM

July 22, 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 **July 22, 2021** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through July 14, 2021 and payroll transfers through July 2, 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		162643		162764	647,933.88
Voided Check					0.00
Electronic Wire Transfer		1733		1745	623,124.95
Total claims paid					1,271,058.83
Payroll Vouchers					
Payroll Checks	6/18/2021	19409	-	19409	994.76
Direct Deposit		240001		240147	383,020.78
Payroll Checks	7/2/2021	19410	-	19411	5,949.05
Direct Deposit		260001		260153	418,333.07
Total Paychecks/Direct Deposits paid					808,297.66
Total checks and wires for A/P & Payroll					2,079,356.49

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Arts Commission Appointment

FOR AGENDA OF: July 22, 2021

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

ATTACHMENTS:

1. Application

DATE SUBMITTED: June 7, 2021

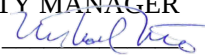
CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

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

Suggested Motion

Motion: "I move to confirm the Mayoral appointment of Meiling Sproger 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 Meiling Sproger 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 Meiling Sproger to the Des Moines Arts Commission.



Employment Application | Submitted: 13-Jul-2021

AAA

Meiling Sproger

☎ (253) 202-0331
 ✉ mss.sproger@gmail.com
 🏠 26409 Marine View Dr S
 Des Moines, WA 98198
 United States

Des Moines Citizen Advisory Boards

Job Location - Des Moines, WA
Department - Administration
Source - Other - Councilmember Bangs

Employment History

Please list your previous employers starting with your current, or most recent employer.

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

AHBL, Inc - Current Employer

Job Title: Marketing Coordinator

Dates Employed From: Mar/2021
Dates Employed To: Currently Employed
Employment Length: 0 years, 4 months

Duties: • Assists in the writing, editing, and designing of marketing materials. • Maintains marketing database. • Provides support on business development pursuit plans and assists in responding to SOQs and Rosters. • Assists with internal and external communications efforts including content generation for the company's website, photography, and videography.

Reason For Leaving: Currently Employed

Supervisor Name: Denise Storaasli

Supervisor Phone: 2533832422

Address: 2215 N 30th St SE 300
 Tacoma, WA, 98403, UNITED STATES
Phone: (253) 284-0214

Rate of Pay: 0000 (Hourly)

May We Contact? Yes

Self Employed

Job Title: Personal Shopper

Dates Employed From: Jul/2018
Dates Employed To: Mar/2021
Employment Length: 2 years, 8 months

Duties: - Take telephonic orders of clients - Shop for specific items in large stores - Deliver products to customer's home or business - Communicate directly with customers to ensure exceptional experience - Keep records of purchases, sales, and requisitions.

Supervisor Name: Meiling Sproger

Supervisor Phone: 2532020331

Address: 26409 Marine View Dr S Des
 Moines, WA, 98198, UNITED STATES
Phone: (253) 202-0331

Rate of Pay: 0000 (Commission Only)

May We Contact? Yes

Reason For Leaving: Employed

ore for State Representative

Job Title: Campaign Manager

Dates Employed From: Jan/2020

Dates Employed To: Nov/2020

Employment Length: 0 years, 10 months

Duties: Assists candidate in daily activities, field operations, scheduling, and volunteer efforts. Manages communications: social media, advertising, and email communication. Works with campaign consultant and to implement field strategy. Oversees fundraising efforts: phone banking, events, and contribution filing. Assists in designing mailing pieces and website. Inputs financial data into the Public Disclosure database ORCA weekly and monthly.

Reason For Leaving: End of Campaign

Supervisor Name: Martin Moore

Supervisor Phone: (253) 653-3825

Address: 32719 40th Ave SW Federal Way, WA, 98198, UNITED STATES

Phone: (253) 653-3825

Rate of Pay: 00000 (Other)

May We Contact? Yes

City of Tacoma

Job Title: Outreach and Communications Intern

Dates Employed From: Jun/2018

Dates Employed To: Sep/2018

Employment Length: 0 years, 3 months

Duties: • Assisted in preparation and presentation of oral and/or written. • Created reports and presentations as literature and web site communications. • Assisted in collection, compilation, and analysis of information and data. • Performed research for special projects, surveys, and investigations. • Created digital and print outreach materials.

Reason For Leaving: End of Internship

Supervisor Name: Merita Trohovich

Supervisor Phone: 000-000-0000

Address: 326 E D St Tacoma, WA, 98421, UNITED STATES

Phone: (253) 502-2166

Rate of Pay: 00000 (Hourly)

May We Contact? No

King County Library System

Job Title: Page

Dates Employed From: Jan/2018

Dates Employed To: Jun/2018

Employment Length: 0 years, 5 months

Duties: Organizes and maintains books in public areas. Moves, distributes and assists with processing of materials manually and using materials handling equipment. Assists with opening, maintaining and closing libraries, including equipment. Prepares rooms for meetings and assures that accessories are available. Assists with displays and assigned projects and programs.

Reason For Leaving: Graduation

Supervisor Name: Sam Kung

Supervisor Phone: 206-243-0233

Address: 1409 SW 107th Street White Center, WA, 98146, UNITED STATES

Phone: 206 243 0233

Rate of Pay: 0000 (Hourly)

May We Contact? No

People for Martin Moore

Job Title: Campaign Manager

Dates Employed From: Jan/2017

Dates Employed To: Dec/2017

Supervisor Name: Martin Moroe

Supervisor Phone: (253) 653-3825

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Employment Length: 0 years, 11 months

Duties: Assists candidate in daily activities, field operations, scheduling, and volunteer efforts. Manages communications: social media, advertising, and email communication. Works with campaign consultant and to implement field strategy. Oversees fundraising efforts: phone banking, events, and contribution filing. Assists in designing mailing pieces and website. Inputs financial data into the Public Disclosure database ORCA weekly and monthly.

Reason For Leaving: End of Campaign

Address: 32719 40th Ave SW Federal Way, WA, 98023, UNITED STATES

Phone: (253) 653-3825

Rate of Pay: 0000 (Salary)

May We Contact? Yes

University of Washington Tacoma

Job Title: Campus Ambassador

Dates Employed From: Sep/2016

Dates Employed To: Aug/2017

Employment Length: 0 years, 11 months

Duties: Leads campus tours for prospective students, families, and guests of the university. Schedules campus visits and admissions advising appointments for prospective students and/or visiting groups. Provides excellent customer service by providing general information/assistance to visitors, students and staff through face to face interactions, email, and phone. Inputs prospective student information into the database. Works campus visitation programs and any other event hosted or co-hosted by the Office of Admissions.

Reason For Leaving: Graduation

Supervisor Name: Kira King

Supervisor Phone: 253-692-4814

Address: 1900 Commerce Street Tacoma, WA, 98402, UNITED STATES

Phone: 253.692.4400

Rate of Pay: 0000 (Hourly)

May We Contact? Yes

Museum of Flight

Job Title: Visitor Services

Dates Employed From: Jun/2016

Dates Employed To: Sep/2016

Employment Length: 0 years, 3 months

Duties: Provides accurate information and the best customer service possible. Completes sales, handle cash, card transactions, and end of day till balancing. Provides information about museum memberships and programs. Operates flight simulators, demonstrating knowledge of the operational, safety, and emergency procedures.

Reason For Leaving: Seasonal Employee

Supervisor Name: Christian Bouchez

Supervisor Phone: (206) 764-5700

Address: 9404 E Marginal Way S Seattle, WA, 98108, UNITED STATES

Phone: (206) 764-5700

Rate of Pay: 0000 (Hourly)

May We Contact? No

Education

List below your educational background, including high school, all colleges, trade and military service schools.

University Of Washington | College or University

Degree: Communications

Major: Communications

Location: Tacoma, WA

Graduated? Yes

Years Attended From: 2014

Years Attended To: 2018

Resume

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

Click on the link to open the resume file if you wish to print the formatted resume.

File Name

Link

Meiling Sproger 2021-2022 Resume.pdf

 Preview

Download

Text Only Resume

No Text Only Resume on File

Admin Uploaded Files

There are no admin uploaded files for this applicant.

References

Please fill out the information below regarding references.

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

Martin Moore

Relationship: Previous Employer
Company: Audiobook Ministries
Occupation: Executive Director

Phone: 2536533825

Jason Ludwig

Relationship: Previous Supervisor
Company: Election Campaign
Occupation: Communications Director

Phone: 480-567-2785

Merita Trohimovich

Relationship: Previous Supervisor
Company: City of Tacoma
Occupation: Principal Engineer

Phone: 253-502-2103

Job Questions

Citizen Advisory Board | Score Total - 0

Question	Answer	Score	Disqualifier?
Are you over 18? *	Yes	0	

you a Des Moines Resident? *	Yes	0
o, please list the City in which currently live.	This question was not answered.	
se select from the following Boards that you are interested in applying for: *	Arts Commission	0
Date available for appointment to committee: *	Immediately	
Can you attend evening meetings? *	Yes	0
Can you attend daytime meetings? *	Yes	0
Can you attend weekend meetings? *	Yes	0
Serving on a committee requires a time commitment. Approximately how many hours each month can you devote to the City Board? *	20	
Have you previously served or are you currently on one of the City of Des Moines committees? *	No	0
If yes, please list the committee(s) below: *	N/A	
Please list any related professional and or community activities that you are involved in. *	Des Moines Farmers Market Board Des Moines Police Foundation Audiobook Ministries Board Treasurer	
If you are applying for a specific board, explain how your experience and perspective would directly contribute to the board and surrounding community. *	As a resident who grew up receiving the strong community support that Des Moines offers, it has always been my intention to become involved and help develop opportunities that others can learn and grow from just as I did. I believe my experience and background fit the needs of the Arts Commission. I bring abilities in social media management, website maintenance, and graphic design. My previous work has also included fundraising, database entry, volunteer management/training, and event coordination. I am an amateur photographer and enjoy taking photos of people, places, and events.	

Applicant Statement

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

I authorize this employer or its agents to investigate my references, to review my former employment record and to

Sproger, Meiling

keep and preserve records of such investigations. Additionally, I release all parties from liability for any damage that may result from furnishing information to this employer or its agents.

☒ I agree to the above.

Signature: Meiling Sproger

Date: 2021-07-13 02:55:19pm

IP Address: 207.109.94.50

Signature

Date

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Recording of Committee Meetings

FOR AGENDA OF: July 22, 2021

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: July 13, 2021

CLEARANCES:

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

The purpose of this agenda item is to discuss recording Council Committee meetings and making them available for public viewing on the City's website. This item is being placed on the agenda as a result of Council's request at the June 17, 2021 Council meeting.

Suggested Motion:

None

Background

At the June 17, 2021 Council meeting, three or more Councilmembers requested that the issue of recording Council Committee meetings be placed on a future Council agenda.

Meetings of the Des Moines City Council are recorded and available for viewing on the City's website. Committee meetings, which consist of three Councilmembers and are for the purpose of making recommendations on proposed ordinances, resolutions and motions have not traditionally been video recorded or available for viewing on the City website.

Prior to the COVID-19 Pandemic, Council Committee meetings were held at City Hall, in either the South Conference Room or the North Conference Room. These meetings were open to the public, however public attendance was minimal.

As a result of the Pandemic, Committee meetings are currently being held virtually where they are recorded for internal use to help prepare minutes. The meetings are open to the public but the recordings have not been made available for viewing on the City website.

Discussion

Because Committee meetings are being held virtually and they are being recorded, the City Manager has directed that the recordings be placed on the City website for public viewing. Staff can monitor the number of views the Committee meetings receive and will report back to Council at a future date.

Post Pandemic, when Committee meetings are once again held at City Hall, the ease of recording will no longer exist. The system that is used for recording City Council meeting is expensive and complex, and requires multiple cameras, microphones and a City staff member to direct the equipment during the meeting.

In order to record Committee meetings in City conference rooms, a plan would need to be created as to how the rooms can be properly equipped in order to effectively record the meetings. Equipment would need to be purchased and staff would need to be designated and trained to operate the system. All of these costs would need to be accounted for in a future City budget.

As the City plans for what future operations will look like post-pandemic, all of these issues will be reviewed and the Council will be updated at a future date.

Alternatives

Other direction from Council.

Financial Impact

Currently there are 5 Council Committee meetings that meet once per month. Placing the Council Committee meetings on the website would add an additional 60 recordings per year. This would increase the need for storage space. Currently IT spends about \$30,000 every 5 years for additional storage space. It's anticipated that hosting the Council Committee meetings on the City's website would reduce that number to every 3-3.5 years.

It is unknown at this time the cost of outfitting City conference rooms with recording equipment as well as staff time to operate equipment.