

AGENDA

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM

Thursday, December 16, 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. APPROVAL OF VOUCHERS
Motion is to approve for payroll transfers through December 3, 2021 in the attached list and further described as follows:
Payroll Checks # 19436-19437 \$ 2,301.70
Payroll Direct Deposit #480001-480161 \$ 430,000.12 Total
Checks and Wires for A/P and Payroll: \$ 432,301.82
- Item 2. APPROVAL OF MINUTES
Motion is to approve the September 16, October 07, October 21, and November 04, 2021 City Council Regular Meeting Minutes.
[Approval of Minutes](#)
- Item 3. COMMERCE HOUSING ACTION PLAN IMPLEMENTATION GRANT ACCEPTANCE
Motion is to authorize the City Manager to sign the Housing Action Plan (HAP) Grant Agreement (Contract No. 22-63314-010) between the City of Des Moines and the Washington State Department of Commerce, substantially in the form as attached.
[Commerce Housing Action Plan Implementation Grant Acceptance](#)
- Item 4. 2021 CITY MANAGER PERFORMANCE REVIEW
Motion is to approve a single step increase for the City Manager for his exemplary performance during the year 2021.
[City Manager Performance Review](#)
- Item 5. COMPENSATION FOR NON-REPRESENTED EMPLOYEES 2022
Motion is to adopt Draft Resolution No. 21-063 regarding compensation for non-represented employees from January 1, 2022 through December 31, 2022, which provides wage increases that are equitable and sustainable within the current 2022 city of Des Moines budget.
[Non-Represented 2022 COLA](#)
- Item 6. CHANGE ORDER #1 WITH PACIFIC ENVIRONMENTAL FOR EMERGENCY REPAIRS TO THE GAS AND DIESEL FUEL LINES AS PART OF THE DES MOINES MARINA FUELING SYSTEM UPGRADES PROJECT
Motion is to approve Change Order No. 1 to the Agreement between the City and Pacific Environmental Services Company, increasing the authorized expenditure for the project by \$26,176.28, including Washington State Sales Tax, and authorize the City Manager to sign the Change Order substantially in the form as submitted.
[Marina Fueling System Upgrade](#)

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS

(4 minutes per Councilmember) - 30 minutes

NEW BUSINESS

INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION – 10
Minutes

UPDATES TO THE HARBOR CODE, DES MOINES MUNICIPAL
CODE (DMMC) CHAPTER 15.04

Staff Presentation: Chief Operations Officer Dan Brewer

[Harbor Code](#)

PRESIDING OFFICER'S REPORT

EXECUTIVE SESSION

NEXT MEETING DATE

January 6, 2022 City Council Regular Meeting

ADJOURNMENT

MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
VIA ZOOM
September 16, 2021 – 5:00 p.m.**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Martinelli.

ROLL CALL

Council present: Mayor Matt Pina

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

Staff present: Police Chief Ken Thomas; and City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; City Attorney Tim George; Chief Strategic Officer Susan Cezar; Human Resource Director Adrienne Johnson-Newton; Assistant Police Chief Mark Couey; Commander Patti Richards; Finance Director Beth Anne Wroe, Deputy Finance Director Jeff Friend; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Public Works Director Brandon Carver; Economic Relief & Resource Coordinator / Land Use Planner II Eric Lane; Planning & Development Services Manager Denise Lathrop; Judge Lisa Leone, Court Administrator Jennefer Johnson; Support Services Manager Melissa Patrick; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Recreation Manager Kyle Ehlers; Emergency Preparedness Manager Shannon Kirchberg; Legislative Advocate Anthony Hemstad and Deputy City Clerk Taria Keane attended the meeting via Zoom.

CORRESPONDENCE

- There were no correspondence.

COMMENTS FROM THE PUBLIC via Written Comment

- Joyce Baker – Ramirez – SR3 Complaint Letters
- William Schadt – Proposed Marina Development
- Emily Lafferty – Steven J Underwood Park
- Patrick Nardo – Itinerant Food Trucks
- Susan Dedinsky – Director of Environment Strategy Proposal
 - Airport Community Public Health
 - Molly Barnes
 - James & Patricia Davis
 - Carmen Richter
 - Bill Valela

- Des Moines Grocery Worker Deserve Hazard Pay
 - Cathy Bond
 - Patti Calkins
 - Gadiel Castillo
 - Kimberly Dole
 - Elizabeth Febrer
 - Megan Ferson
 - Jordyn Fitch
 - Megan Hampton
 - Lauren Heacher
 - Caleb Heinrichs
 - Latisha Lambert
 - David Le
 - Ian Littau
 - Vaigafi Manu
 - Sandra Mattson
 - Samantha Maxted
 - Craig Metcalf
 - Paula Pope
 - Evelyn Rubio
 - Susan-jo Rumer
 - Megan Schloer
 - Stefenigan Schragel
 - Rick Sortor
 - Kisha Thomas
 - Su Zhong
 - Nicholas Blandin
 - Bryan McGee
 - Anna Whitney
 - Randy Richard
 - Kristopher Ekenezar
 - KC Chaname
 - Laverne Philips-Andrews
 - Rachel Mahar
 - Nicole Wilson
 - Nicole Wilson
- Friends of Saltwater State Park Proposal
 - Pieter Booth
 - Nadine Byers
 - Rhoda Green
 - Jackie Myers
 - Curtis Johnson
 - Randy Williams
 - Barbara McMichael
 - Stephanie Sallaska
 - Robert & Kathryn Leber
 - Theresa Hudgins

COMMENTS FROM THE PUBLIC via Zoom

- Jo Schadt; Adaptive Use Building

CITY MANAGER REPORT

- City Manager Matthias let Council know about the Veteran's Day Event at Steven J Underwood Park.
- City Manager Matthias briefly discussed Consent Calendar Item #3 regarding the re-appointment of Judge Lisa Leone.
- Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm, along with Consultants Wayne Carlson and Stefanie Hindmarch, gave Council a PowerPoint Presentation update on the Parks, Recreation & Senior Services Master Plan.
- Police Chief Ken Thomas gave Council a PowerPoint update on an Organized Crime Case.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through September 7, 2021 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#162973-163029	\$ 728,654.55
Electronic Wire Transfers	# 1490-1798	\$ 124,419.64
Payroll Checks	# 19418-19419	\$ 2,068.12
Payroll Direct Deposit	#350001-350160	\$ 392,521.46

Total Checks and Wires for A/P and Payroll: \$1,247,663.77

- Item 2: APPROVAL OF MINUTES
Motion is to approve the June 17, July 08, and July 22, 2021 City Council Regular Meeting Minutes.
- Item 3: CONFIRMATION OF CITY MANAGER'S RE-APPOINTMENT OF LISA LEONE TO THE MUNICIPAL COURT JUDGE POSITION
Motion is to confirm the City Manager's re-appointment of Lisa Leone to the Municipal Court Judge position effective January 1, 2022 through December 31, 2025.
- Direction/Action**
Motion made by Councilmember Nutting to approve the Consent Calendar; seconded by Deputy Mayor Mahoney.
Motion passed 7-0.

OLD BUSINESS

- Item 1: SECOND READING OF DRAFT ORDINANCE NO. 21-035 RELATED TO THE ZONING CODE AND REGULATION OF EMERGENCY HOUSING, SHELTERS, PERMANENT SUPPORTIVE HOUSING AND TRANSITIONAL HOUSING.
- Economic Relief & Resource Coordinator/Land Use Planner II Lane gave Council a PowerPoint Presentation for the Second Reading of Draft Ordinance No. 21-035 Related to The Zoning Code and Regulation of Emergency Housing, Shelters, Permanent Supportive Housing and Transitional Housing.

Direction/Action

Motion made by Councilmember Buxton to adopt Draft Ordinance No. 21-035 amending chapters 18.01, 18.52, and 18.210 DMMC and adding and codifying new chapter entitled "Supportive Housing Standards" to the Des Moines Municipal Code; seconded by Deputy Mayor Mahoney.

Amended Motion made by Councilmember Martinelli to change Item 8 (iv) (C) from 1000 feet from an elementary, middle or high school to 600 feet; seconded by Councilmember Harris.
Motion failed 2-5.

For: Councilmembers Harris and Martinelli.

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

The main motion passed 5-2.

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

Against: Councilmembers Harris and Martinelli.

NEW BUSINESS

Item 1: AMERICAN RESCUE PLAN ACT

City Manager Matthias gave Council a PowerPoint Presentation on the American Rescue Plan Act

Direction/Action

Motion made by Councilmember Nutting to increase Parks, Recreation, and Senior Services budget to \$1 million dollars to help open Steven J Underwood Park during the day time so we can have a playground and coverage; seconded by Deputy Mayor Mahoney.

Motion amended by Councilmember Nutting from \$1 million dollars from the Parks Department and to pass the American Rescue Plan document as presented by staff; seconded by Mayor Pina.

Amended Motion made by Councilmember Harris to pass as one slate, all items revenue loss and COVID response and reschedule discussion for the remainder until February 2022; seconded by Councilmember Martinelli.
Motion failed 2-5.

For: Councilmember Harris and Martinelli.

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

Amended Motion made by Councilmember Buxton to eliminate line \$64,000 from Small Business Grants; seconded by Councilmember Harris.
Councilmember Buxton withdrew her motion.

Amended Motion made by Councilmember Buxton to withdraw line item, Emergency Transitional Housing and move it to Council discussion; seconded by Councilmember Harris.
Motion failed 1-6.

For: Councilmember Buxton.

Against: Mayor Pina; Deputy Mayor Mahoney; Councilmembers Bangs, Buxton, Harris, and Martinelli.

Direction/Motion

Motion made by Councilmember Martinelli to increase the Tenant Eviction Resource from \$150K to \$250K; seconded by Deputy Mayor Mahoney.
Motion passed 4-3.

For: Deputy Mayor Mahoney; Councilmembers Bangs, Harris, and Martinelli.

Against: Mayor Pina; Councilmember Buxton, and Nutting.

Direction/Action

Motion made by Councilmember Harris to remove SR3 from discussion.
Motion died for lack of second.

Councilmember Nutting's amended motion to pass the American Rescue Plan as presented passed 7-0.

Direction/Action

Motion made by Councilmember Nutting to extend the meeting until 8:10 p.m.;
seconded by Deputy Mayor Mahoney.

Amended Motion made by Deputy Mayor Mahoney to have a hard stop at 9:00 p.m.;
seconded by Councilmember Martinelli.
Motion passed 5-2.

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

Against: Councilmembers Buxton, and Harris.

At 7:47 p.m. Council took a 12 minute break resuming the meeting at 7:59 p.m.

Direction/Action

Motion made by Mayor Pina to vote as a block to pass City Council Proposals; Establish non-profit foundation at \$100K, ARPA Administration \$150K, Workforce Training Scholarship \$125K, Airport Issues Support \$300K, Utility Voucher Fund \$250K, and Marina Redevelopment Community presentation Materials \$20K; seconded by Councilmember Martinelli.

Amended Motion made by Councilmember Harris to remove Airport Issues Support for \$300K and remove non-profit foundation at \$100K and replace with Director of Environmental Strategy at \$400K and add 2 public proposals from Friends of Salt Water and Trout Unlimited for \$10K.
Motion died for lack of second.

Amended Motion made by Mayor Pina to reduce ARPA Administration from \$140K and add Friends of Salt Water and Trout Unlimited for \$10K; seconded by Councilmember Martinelli.
Mayor Pina withdrew his motion.

Mayor Pina's main motion to pass items as a block passed 6-1.

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

Against: Councilmember Harris.

NEXT MEETING DATE

October 07, 2021 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Bangs to adjourn and forgo the remainder of the Agenda Items (Introduction of Items for Future Consideration and Board and Committee Reports/Councilmember Comments); seconded by Councilmember Nutting.
The motion passed 6-1.

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

Against: Councilmembers Harris.

The meeting adjourned at 8:55 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

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

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Bangs.

ROLL CALL

Council present: Mayor Matt Pina

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

Staff present: Assistant Police Chief Mark Couey; and City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Human Resource Director Adrienne Johnson-Newton; Finance Director Beth Anne Wroe, Deputy Finance Director Jeff Friend; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Public Works Director Brandon Carver; Transportation & Engineering Services Manager Andrew Merges; Principal Planner Laura Techico; Judge Lisa Leone; Court Administrator Jennefer Johnson; Support Services Manager Melissa Patrick; Judicial Operations Supervisor Serena Daigle; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; and Emergency Preparedness Manager Shannon Kirchberg attended the meeting via Zoom.

Assistant Police Chief Couey gave an update regarding the shooting at LaFamilia, on Pacific Highway S.

CORRESPONDENCE

- There were no correspondence

COMMENTS FROM THE PUBLIC via Written Comment

- Des Moines Masonic Home:

Vanessa Chin	Tad Doviak
Wendy Fosberg	Karen Staley
Bryan Zagers	
- Grocery Workers Deserve Hazard Pay:

Courtney Anderson	Axel Anderson
Ana Biz	Korey Bevel
Scott Bree	Sheila Butler
Lori Dahl	Josh Hanson
Emmanuel M Kaale	Baljit Kaur
Danielle Kinney	Michelyn Kon

Hai Ly	Zachary Messmer
Michael Mongrain	Juanita Ramirez
Raul Robles	Alexandra Rodas
Reima Soli	Asmeret Tale
Nimo Yussuf	

- Friends of Salwater State Park website proposal:
Rroda Green

COMMENTS FROM THE PUBLIC via Zoom

- There were no Comments from the Public

CITY MANAGER REPORT

- City Manager Matthias and Finance Director Wroe gave a PowerPoint update to Council on the Budget Process and Calendar.
- City Manager Matthias gave Council an update on the Passenger Ferry Service Maiden Voyage.
- Transportation & Engineering Services Manager Merges gave a PowerPoint Presentation update on the North Marina Parking Lot Bulkhead and Restroom Replacement to Council.

CONSENT CALENDAR

ITEM 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through September 27, 2021 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#163030-163104	\$ 738,838.57
Voided Check	#157547-157547	\$ (21.57)
Electronic Wire Transfers	# 1799-1817	\$2,321,679.38
Payroll Checks	# 19420-19420	\$ 1,864.26
Payroll Direct Deposit	#370001-370154	\$ 412,133.87

Total Checks and Wires for A/P and Payroll: \$3,474,494.51

Item 2: SOUND VIEW PARK (VAN GASKEN) CONTRACT AWARD AND CONSULTANT AGREEMENT TASK ORDER FOR CONSTRUCTION ENGINEERING SERVICES
Motion 1 is to award the Sound View Park (Van Gasken) Public Works Contract to Prospect Construction, Inc. in the amount of \$993,788.36, and authorize the City Manager to sign said contract substantially in the form as submitted. I further move to authorize a contingency of up to \$149,000 to cover unforeseen conditions and change orders as determined necessary by the Public Works Director.

Motion 2 is to approve KPFF, Inc. Task Order 19-159-02 Amendment 3 for Construction Services necessary for the Sound View Park Project in the amount of \$136,535.93 and authorize the City Manager to sign the contract amendment substantially in the form as submitted.

Item 3: 2021-2023 RECYCLING PROGRAM FUNDING

Motion is to authorize the City Manager to sign the 2021-2023 Local Solid Waste Financial Assistance Grant agreement between the City of Des Moines and the Washington State Department of Ecology, substantially in the form as attached.

- Item 4: DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION
Motion is to approve the Proclamation supporting October as Domestic Violence Awareness Month.
- Item 5: METRO COMMUNITY SHUTTLE PROJECT AGREEMENT EXTENSION
Motion is to adopt the Des Moines Community Shuttle Project Agreement Extension between King County Metro and the City of Des Moines and authorize the City Manager to sign and implement the agreement extension substantially in the form presented.
- Item 6: CONSULTANT CONTRACT AMENDMENT #11 – GRANT FREDRICKS
Motion is to approve Amendment #11 to the Contract with Grant Fredricks, continuing professional consulting services through December 31, 2022, with an increase of \$10,000 for 2021 (bringing the total not-to-exceed amount for 2021 services to \$70,000.00) and up to \$50,000 in 2022 services, and authorize the City Manager to sign the contract amendment substantially in the form submitted.

Direction/Action

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

Councilmember Harris pulled Consent Items #2 and #5.

The remainder of the Consent Calendar passed 7-0.

Motion made by Councilmember Nutting to approve Consent Calendar Item #2, Motion 1 as presented; seconded by Councilmember Bangs.
Motion passed 5-2.

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

Against: Councilmembers Harris and Martinelli

Motion made by Councilmember Nutting to approve Consent Calendar Item #2, Motion 2 as presented; seconded by Councilmember Bangs.
Motion passed 5-2.

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

Against: Councilmembers Harris and Martinelli.

Motion made by Councilmember Nutting to approve Consent Calendar Item #5 as presented; seconded by Councilmember Bangs.
Motion passed 7-0.

Mayor Pina read the summary of the Domestic Violence Awareness Month Proclamation into record.

NEW BUSINESS

ITEM 1: INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION - 10 Minutes

No new items were introduced for future consideration.

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

Councilmember Bangs

- Public Safety/Emergency Management Meeting

Councilmember Nutting

- Mount Rainier High School Sporting Events
- Light House Northwest 5th Annual Auction

Councilmember Harris

- FAA Workshop
- Clair Patterson – American Geochemist

Councilmember Buxton

- Domestic Violence Awareness Month
- American Rescue Plan Act Funding

Councilmember Martinelli

- No Comments

Deputy Mayor Mahoney

- American Rescue Plan Act Funding
- International Coastal Clean-Up
- Destination Des Moines Meeting
- Transportation Committee Meeting
- High School Football Games
- Ribbon Cutting in SeaTac for the intersection at 200th and Des Moines Memorial Dr.
- Incident on Pacific Highway S

PRESIDING OFFICER'S REPORT

- King County Redistricting
- Passenger Ferry Service Maiden Voyage

NEXT MEETING DATE

October 21, 2021 City Council Regular Meeting

ADJOURNMENT

Direction/Action

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

The motion passed 7-0.

The meeting adjourned at 5:57 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

DES MOINES CITY COUNCIL REGULAR MEETING City Council Chambers VIA ZOOM October 21, 2021 – 5:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Nutting.

ROLL CALL

Council present: Mayor Matt Pina

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

Staff present: Police Chief Ken Thomas; and City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Human Resource Director Adrienne Johnson-Newton; Finance Director Beth Anne Wroe, Deputy Finance Director Jeff Friend; Assistant Police Chief Mark Couey; Commander Patti Richards; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegni; Public Works Director Brandon Carver; Transportation & Engineering Services Manager Andrew Merges; Civil Engineer I Ben Stryker; Judge Lisa Leone; Court Administrator Jennefer Johnson; Support Services Manager Melissa Patrick; Judicial Operations Supervisor Serena Daigle; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Emergency Preparedness Manager Shannon Kirchberg; Administrative Coordinator Peggy Volin; and Deputy City Clerk Taria Keane attended the meeting via Zoom.

Mayor Pina made a statement regarding the recent hacking of the VMS signs in Des Moines and surrounding cities.

CORRESPONDENCE

- There were no correspondence.

COMMENTS FROM THE PUBLIC via Written Comment

- Mark D. Blitzler; Save the Masonic Home
- Robert Cicha; Masonic rest home
- Barbara McMichael; Des Moines Masonic Home
- Edward Kosnocki; Bulkhead replacement
- Jeremiah Hawkins; Des Moines grocery workers deserve hazard pay
- Pam Rosencrans; Des Moines grocery workers deserve hazard pay

COMMENTS FROM THE PUBLIC via Zoom

- Ian Littau; Des Moines grocery workers deserve hazard pay
- Heidi Engen; Des Moines grocery workers deserve hazard pay

CITY MANAGER REPORT

- South King Housing and Homelessness Partners (SKHHP) Executive Manager Angela San Filippo gave Council a PowerPoint Presentation on the 2022 Work Plan and Budget.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through October 13, 2021 in the attached list and further described as follows:

Total A/P Checks/Vouchers	# 163105-163168	\$ 683,113.61
Voided Check	# Report Attached	\$ (5,746.31)
Electronic Wire Transfers	# 1818-1838	\$ 1,560,693.57
Payroll Checks	# 19421-19428	\$ 7,575.27
Payroll Direct Deposit	# 400001-400158	\$ 379,765.71

Total Checks and Wires for A/P and Payroll: \$2,625,401.85

Item 2: SOUTH KING HOUSING AND HOMELESSNESS PARTNERS (SKHHP) 2022 BUDGET AND WORK PLAN

Motion 1 is to enact Draft Resolution No. 21-049, approving the 2022 South King Housing and Homelessness Partners Budget and the 2022 Work Plan.

Item 3: CONSULTANT SERVICES CONTRACT AMENDMENT #3 WITH JOSEPH DUSENBURY

Motion is to approve the Contract Amendment #3 with Joseph Dusenbury for consulting services through December 31, 2022 in an amount not to exceed \$30,000, and authorize the City Manager to sign the Amendment substantially in the form as attached.

Item 4: AMENDMENT #1 TO THE AGREEMENT FOR COMPLETION OF THE DES MOINES MARINA FUELING SYSTEM UPGRADES PROJECT

Motion is to approve Contract Amendment No. 1 to the Agreement with Pacific Environmental Services Company to include phase 3 of the Marina Fueling System Upgrades Project, authorize an additional expenditure of \$74,000 plus a contingency of \$15,000, and authorize the City Manager to sign the agreement substantially in the form as attached.

Item 5: KING COUNTY FLOOD REDUCTION GRANT AWARD – MASSEY CREEK POCKET ESTUARY RESTORATION/FISH PASSAGE PROJECT AND REDONDO CREEK PIPE PROJECT

Motion is to accept the King County Flood Control District Flood Reduction Grant Award for the Massey Creek Pocket Estuary Restoration/Fish Passage Project and the Redondo Creek Pipe Project and authorize the City Manager to sign the Grant Agreement substantially in the form as submitted.

Item 6: 216TH STREET RIGHT OF WAY DEDICATION

Motion is to authorize and approve the dedication of a portion of City owned property parcel #200900-0006 for right of way purposes and authorize the City Manager to execute documents for this transaction substantially in the form as submitted.

- Item 7: 2022-2023 ON-CALL CONSULTANT AGREEMENTS FOR CIVIL ENGINEERING SERVICES
Motion is to approve the Consultant Services Contract for On-Call Civil Engineering Services (2022-2023) with Exeltech Consulting, Inc., Gray & Osborne Inc., KBA Inc., HWA Geosciences Inc., KPFF Consulting Engineers, KPG P.S., NV5, Parametrix, Perteet and Tetra Tech each up to \$1,000,000, and authorize the City Manager to sign the Consultant Services Contract substantially in the form as submitted.

Direction/Action

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

Councilmember Harris pulled Consent Calendar Items #3 and #7.

The remainder of the Consent Calendar passed 7-0.

Council discussed Consent Calendar Items #3 and #7.

Motion made by Councilmember Buxton to approve Consent Calendar Item #3 as presented; seconded by Councilmember Nutting.
Motion passed 7-0.

Motion made by Councilmember Buxton to approve Consent Calendar Item #7 as presented; seconded by Councilmember Nutting.
Motion passed 7-0.

PUBLIC HEARING

- Item 1: 2022 PRELIMINARY ANNUAL BUDGET
Staff Presentation: Finance Director Beth Anne Wroe

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

Finance Director Wroe gave Council a PowerPoint Presentation.

No one signed up to speak.

Mayor Pina asked Council if they had any questions.

At 6:42 p.m. Mayor Pina closed the Public Hearing.

Direction/Action

Motion made by Mayor Pina to pass Draft Ordinance No. 21-048 to a second reading on November 18, 2021 for further City Council consideration and approval; seconded by Councilmember Nutting.

Amended Motion made by Councilmember Martinelli to amend the Human Services Budget from \$200K to \$450K pending staff research; seconded by Councilmember Harris.
Motion passed 4-3.

For: Deputy Mayor Mahoney; Councilmembers Buxton, Harris, and Martinelli.

Against: Mayor Pina; Councilmembers Bangs, and Nutting.

The main motion, as amended passed 7-0.

NEW BUSINESS

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

No new items were introduced for future consideration.

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

Councilmember Nutting

- Mount Rainier High School Volleyball Team

Councilmember Harris

- VMS signs
- Hazard Pay Public Comments
- Ultra Fine Particles Advisory Panel
- Ports Budget Meeting
- Des Moines Marina Association Meeting
- City Website and Hybrid Conferencing

Councilmember Buxton

- Green Day Des Moines
- Aviation Town Hall Meeting
- Human Services Committee Meeting
- Domestic Violence Awareness Month

Councilmember Martinelli

- Acknowledged Passing of community member, Fran Woodard
- Hate Has No Home Here Campaign
- Thanked the public for tonight's comments

Councilmember Bangs

- Des Moines Arts Commission Meeting

Deputy Mayor Mahoney

- Trick or Treat Path
- Storm Clean-up
- Squid-A-Rama
- Domestic Violence Awareness Month
- Acknowledged Passing of community member, Fran Woodard

Deputy Mayor Mahoney asked for Council consensus to send flowers to the family of Fran Woodard; approved unanimously

PRESIDING OFFICER'S REPORT

- No report

NEXT MEETING DATE

November 04, 2021 City Council Regular Meeting

ADJOURNMENT

Direction/Action

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

The motion passed 7-0.

The meeting adjourned at 7:29 p.m.

Minutes Approved at the _____ Council Meeting.

MINUTES

**DES MOINES CITY COUNCIL
REGULAR MEETING
City Council Chambers
VIA ZOOM
November 04, 2021 – 5:00 p.m.**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Harris.

ROLL CALL

Council present: Mayor Matt Pina

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

Councilmember Anthony Martinelli attended the meeting via phone.

Staff present: Police Chief Ken Thomas; and City Clerk/Communications Director Bonnie Wilkins

City Manager Michael Matthias; City Attorney Tim George; Chief Operations Officer Dan Brewer; Chief Strategic Officer Susan Cezar; Human Resource Director Adrienne Johnson-Newton; Human Resource Analyst Shawna Thomas; Human Resources Project Coordinator Betsy Dunn; Finance Director Beth Anne Wroe, Deputy Finance Director Jeff Friend; Assistant Police Chief Mark Couey; Commander Patti Richards; Harbormaster Scott Wilkins; Assistant Harbormaster Katy Bevegny; Public Works Director Brandon Carver; Transportation & Engineering Services Manager Andrew Merges; Water Quality Specialist Tyler Beekley; DV Advocate Rochelle Sems; Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm; Emergency Preparedness Manager Shannon Kirchberg; and Deputy City Clerk Taria Keane attended the meeting via Zoom.

Mayor Pina read a statement regarding the arrest of Councilmember Martinelli.

NEW BUSINESS

Item 3: INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION - 10 Minutes

Direction/Action

Motion made by Mayor Pina to make a formal censure and condemnation of the alleged behavior and as part of that censure document to include removal of Councilmember Martinelli from his committee assignments and bring this item back to the November 18, 2021 Council meeting; seconded by Councilmember Buxton. Motion passed 6-1.

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

Against: Councilmember Martinelli

CORRESPONDENCE

- There were no correspondence.

COMMENTS FROM THE PUBLIC via Written Comment

- Des Moines Grocery Workers Deserve Hazard Pay:
 - o Alicia Lamond
 - o Karsten Wise
 - o Christina Harris
 - o Heather Larsh
 - o Tonya Cacoulidis
 - o Sandy Nhan
 - o Ian Littau
- Rob Anderson, CM Martinelli Resignation
- Tad Doviak, Anthony Martinelli must resign immediately
- Patricio Mendoza, Request to Council Martinelli Resignation
- Cory Bibby, Requesting A. Martinelli to step down ASAP

COMMENTS FROM THE PUBLIC via Zoom

- Betty Taylor, Murder of Ezra Taylor
- Selena Taylor, Murder of Ezra Taylor
- Christie Harris, Grocery Store Workers in the City of Des Moines

CITY MANAGER REPORT

- City Manager Matthias acknowledged City of Des Moines Information Systems Manager Dale Southwick, Information Systems Administrator Chris Pauk and IT Support Specialist Terryann Dell
- Chief Thomas gave an update on the recent incidents in Des Moines.

CONSENT CALENDAR

Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through October 27, 2021 in the attached list and further described as follows:

Total A/P Checks/Vouchers	#163169-163227	\$2,398,266.30
Electronic Wire Transfers	# 1839-1851	\$ 496,304.56
Payroll Checks	# 19429-19430	\$ 3,600.35
Payroll Direct Deposit	#420001-420156	\$ 380,945.34

Total Checks and Wires for A/P and Payroll: \$3,279,116.55

Item 2: APPROVAL OF MINUTES

Motion is to approve the August 05, 2021 City Council Study Session, and September 02, 2021 City Council Regular Meeting Minutes.

Item 3: MARINA FUELING SYSTEM REPLACEMENTS – ADDITIONAL SERVICES REQUEST #3 WITH WOOD HARBINGER, CONSULTING ENGINEERS

Motion is to approve addendum 3 to the City's agreement dated Sept 7th, 2018 with Wood Harbinger Engineers in the amount of \$6,295 and authorize the City Manager to sign the addendum substantially in the form as attached.

- Item 4: SMALL BUSINESS SATURDAY PROCLAMATION
Motion is to approve the Proclamation recognizing the Saturday after Thanksgiving as Small Business Saturday.

Direction/Action

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

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

NEW BUSINESS

- Item 1: 2022-2027 PARKS, RECREATION AND SENIOR SERVICES MASTER PLAN UPDATE – BRIEFING

Staff Presentation:

Assistant Director of Parks, Recreation and Senior Services Nicole Nordholm

Assistant Director of Parks, Recreation and Senior Services Nordholm gave Council a Presentation on the 2022-2027 Parks, Recreation and Senior Services Master Plan Update.

- Item 2: DRAFT RESOLUTION 21-051 ADOPTING THE 2021 AMENDMENT TO THE 2015 SURFACE WATER COMPREHENSIVE PLAN

Staff Presentation:

Water Quality Specialist Tyler Beekley

Water Quality Specialist Beekley, along with Consultants from Parametrix Consulting gave Council a PowerPoint Presentation.

Direction/Action

Motion made by Councilmember Nutting to approve the Draft Resolution No. 21-051 adopting the 2021 Mid-Plan Update to the 2015 Surface Water Comprehensive Plan which includes the implementation of the recommended Capital Improvement Plan 3-year delivery extension as identified as funding Scenario1; seconded by Councilmember Buxton.
Motion passed 7-0.

- Item 3: INTRODUCTION OF ITEMS FOR FUTURE CONSIDERATION - 10 Minutes

There were no new items introduced

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

Councilmember Harris

- Addressed the Taylor Family
- Censure of Councilmember Martinelli

Councilmember Martinelli

- Body Camera Program

Councilmember Bangs

- Body Camera Program
- Public Safety & Emergency Management Committee Meeting
- Night of Hope 2021

Councilmember Nutting

- Addressed the Taylor Family

Councilmember Buxton

- Addressed the Taylor Family
- Domestic Violence 5K run
- Trick or Treat Path
- Puget Sound Regional Council Growth Management Policy Board

Deputy Mayor Mahoney

- Addressed the Taylor Family
- Trick or Treat Path
- Mount Rainier High School Football Team
- Clean out your Storm Drains
- Veteran's Day Event
- Squid-O-Rama

PRESIDING OFFICER'S REPORT

- No Report

NEXT MEETING DATE

November 18, 2021 City Council Regular Meeting

ADJOURNMENT

Direction/Action

Motion made by Councilmember Nutting to adjourn; seconded by Deputy Mayor Mahoney.

The motion passed 7-0.

The meeting adjourned at 6:48 p.m.

Minutes Approved at the _____ Council Meeting.

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Commerce Housing Action Plan
Implementation Grant Acceptance

FOR AGENDA OF: December 16, 2021

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: December 9, 2021

ATTACHMENTS:

1. Interagency Agreement with City, Contract
No. 22-63314-010

CLEARANCES:

☒ Community Development Susan M. Cey

☐ Marina _____

☒ Parks, Recreation & Senior Services Will Muehle

☐ Public Works _____

CHIEF OPERATIONS OFFICER: Tracy J. ...

☒ Legal /s/ TG

☐ Finance _____

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: Christina ...

Purpose and Recommendation

The purpose of this agenda item is to provide information enabling the Council to take action on the acceptance of the Washington State Department of Commerce Housing Action Plan Implementation Grant to develop and adopt a Housing Action Plan.

Suggested Motion

Motion 1: "I move to authorize the City Manager to sign the Housing Action Plan (HAP) Grant Agreement (Contract No. 22-63314-010) between the City of Des Moines and the Washington State Department of Commerce, substantially in the form as attached."

Background

Staff is requesting that the City Council authorize acceptance of the Washington State Department of Commerce (Commerce) grant in the amount of \$100,000 (Attachment 1) that would provide funding for the City's adoption of a Housing Action Plan (HAP). There is no requirement for the City to provide matching funds in order to accept this grant.

Discussion

The 2021 Legislature appropriated \$5 million for cities planning under the Growth Management Act (GMA) to adopt new housing action plans (HAPs) under RCW 36.70A.600 or to implement strategies from adopted HAPs. The City of Des Moines does not have a Housing Action Plan and this grant will provide the funding to establish one. This work is also in preparation for the City's required 2024 comprehensive plan update and will serve to inform the housing element.

The City has outlined four primary grant objectives in its agreement with Commerce:

- Draft a Housing Needs Assessment
- Public Engagement Plan and Summary of Results
- Draft a Housing Action Plan and Final Housing Needs Assessment
- Adoption of Housing Action Plan

The bulk of the City's effort will be tied to management of the HAP project as it moves throughout the planning process, regulatory review and updating tasks. To facilitate this work, Commerce is providing the City of Des Moines the subject \$100,000 grant that will be used for staff time and consultant support. A future consultant contract will be brought forward to City Council for this work.

The Housing Action Plan would fulfill key Comprehensive Plan goals, policies and implementation strategies aimed at addressing both the local and regional need for low and moderate income housing and providing special-needs housing and a variety of housing choice. The Plan will provide the framework to evaluate corridor and sub-area enhancements for infrastructure needs and mitigate displacement, and will contribute to the implementation of VISION 2050 and Countywide Planning Policies. It will also position the City to increase the affordable housing stock in our community and minimize the impacts of the regional housing market.

Alternatives

1. The City Council may decline the Housing Action Plan Implementation Grant Agreement (Contract No. 22-63314-010 between the City of Des Moines and the Washington State Department of Commerce and forego the grant funds.
2. The City Council may continue this Agenda Item and request that staff provides additional information on the Commerce Grant.

Financial Impact

If the City Council accepts the grant, there will be no fiscal impact to the City. However, if the City Council does not accept the grant, then the City will need to use additional General Fund monies to develop and adopt a Housing Action Plan.

Recommendation

Staff recommends that the City Council accept the Housing Action Plan Implementation Grant Agreement (Contract No. 22-63314-010).



Interagency Agreement with

City of Des Moines

through

Growth Management Services

For

Housing Action Plan Implementation (HAPI) Grant
to Adopt a Housing Action Plan

Start date:

Date of Execution

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Attachment A, Scope of Work

Attachment B, Budget

FACE SHEET

Contract Number: 22-63314-010

**Washington State Department of Commerce
Local Government Division
Growth Management Services
Housing Action Plan Implementation (HAPI) Grant**

1. Contractor City of Des Moines 21630 11th Ave S Des Moines, WA 98198		2. Contractor Doing Business As (optional) N/A	
3. Contractor Representative Eric Lane Land Use Planner II elane@desmoineswa.gov 206.870.6558		4. COMMERCE Representative Valerie Smith Interim Deputy Managing Director 360.259.0487 valerie.smith@commerce.wa.gov PO Box 42525 1011 Plum Street SE Olympia Washington 98504-2525	
5. Contract Amount \$100,000	6. Funding Source Federal: ☐ State: ☒ Other: ☐ N/A: ☐	7. Start Date Date of Execution	8. End Date June 30, 2023
9. Federal Funds (as applicable) NA		Federal Agency: NA	
10. Tax ID # NA		11. SWV # 0000307-00	12. UBI # 600-016-906
13. DUNS # NA			
14. Contract Purpose Implementation of RCW 36.70A.600 grant funding to address housing affordability through a housing action plan.			
15. Signing Statement COMMERCE, defined as the Department of Commerce, and the Contractor, as defined above, acknowledge and accept the terms of this Contract and Attachments and have executed this Contract on the date below and warrant they are authorized to bind their respective agencies. The rights and obligations of both parties to this Contract are governed by this Contract and the following documents hereby incorporated by reference: Attachment "A" – Scope of Work and Attachment "B" – Budget.			
FOR CONTRACTOR _____ Michael Matthias, City Manager City of Des Moines _____ Date		FOR COMMERCE _____ Mark K. Barkley, Assistant Director Local Government Division _____ Date APPROVED AS TO FORM ONLY BY ASSISTANT ATTORNEY GENERAL 08/22/2019. APPROVAL ON FILE.	

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. AUTHORITY

COMMERCE and Contractor enter into this Contract pursuant to the authority granted by Chapter 39.34 RCW.

2. CONTRACT MANAGEMENT

The Representative for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Contract.

The Representative for COMMERCE and their contact information are identified on the Face Sheet of this Contract.

The Representative for the Contractor and their contact information are identified on the Face Sheet of this Contract.

3. COMPENSATION

COMMERCE shall pay an amount not to exceed one hundred thousand dollars (\$100,000) for the performance of all things necessary for or incidental to the performance of work under this Contract as set forth in the performance-based Scope of Work (Attachment A) and Budget (Attachment B).

4. BILLING PROCEDURES AND PAYMENT

COMMERCE will pay Contractor upon acceptance of goods and services provided and receipt of properly completed invoices, which shall be submitted to the Representative for COMMERCE not more often than quarterly.

The parties agree this is a performance-based contract intended to produce the deliverables identified in Scope of Work (Attachment A). Payment of any invoice shall be dependent upon COMMERCE'S acceptance of Contractor's performance and/or deliverable. The invoices shall describe and document, to COMMERCE's satisfaction, a description of the work performed, the progress of the project, and fees. The invoice shall include the Contract Number 22-63314-010.

Payment shall be considered timely if made by COMMERCE within thirty (30) calendar days after receipt of properly completed invoices. Payment shall be sent to the address designated by the Contractor.

COMMERCE may, in its sole discretion, terminate the Contract or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by COMMERCE.

The grantees must invoice for all expenses by June 17, 2023.

COMMERCE will pay Contractor for costs incurred prior to the start date of this Agreement, if such costs would have been allowable on or after July 1, 2021, the start date of the 2021-2023 biennium. To be allowable, such costs must be limited to the completion of tasks and deliverables outlined in the Scope of Work (Attachment A).

Duplication of Billed Costs

The Contractor shall not bill COMMERCE for services performed under this Agreement, and COMMERCE shall not pay the Contractor, if the Contractor is entitled to payment or has been or will be paid by any other source, including grants, for that service.

Disallowed Costs

The Contractor is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

**SPECIAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

5. INSURANCE

Each party certifies that it is self-insured under the State's or local government self-insurance liability program, and shall be responsible for losses for which it is found liable.

6. SUBCONTRACTOR DATA COLLECTION

Contractor will submit reports, in a form and format to be provided by Commerce and at intervals as agreed by the parties, regarding work under this Agreement performed by subcontractors and the portion of funds expended for work performed by subcontractors, including but not necessarily limited to minority-owned, woman-owned, and veteran-owned business subcontractors. "Subcontractors" shall mean subcontractors of any tier.

7. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable federal and state of Washington statutes and regulations
- Special Terms and Conditions
- General Terms and Conditions
- Attachment A – Scope of Work
- Attachment B – Budget

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

1. DEFINITIONS

As used throughout this Contract, the following terms shall have the meaning set forth below:

- A. "Authorized Representative" shall mean the Director and/or the designee authorized in writing to act on the Director's behalf.
- B. "COMMERCE" shall mean the Department of Commerce.
- C. "Contract" or "Agreement" means the entire written agreement between COMMERCE and the Contractor, including any attachments, documents, or materials incorporated by reference. E-mail or facsimile transmission of a signed copy of this contract shall be the same as delivery of an original.
- D. "Contractor" shall mean the entity identified on the face sheet performing service(s) under this Contract, and shall include all employees and agents of the Contractor.
- E. "Personal Information" shall mean information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, social security numbers, driver license numbers, other identifying numbers, and any financial identifiers.
- F. "State" shall mean the state of Washington.
- G. "Subcontractor" shall mean one not in the employment of the Contractor, who is performing all or part of those services under this Contract under a separate contract with the Contractor. The terms "subcontractor" and "subcontractors" mean subcontractor(s) in any tier.

2. ALL WRITINGS CONTAINED HEREIN

This Contract contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.

3. AMENDMENTS

This Contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

4. ASSIGNMENT

Neither this Contract, work thereunder, nor any claim arising under this Contract, shall be transferred or assigned by the Contractor without prior written consent of COMMERCE.

5. CONFIDENTIALITY AND SAFEGUARDING OF INFORMATION

- A. "Confidential Information" as used in this section includes:
 - i. All material provided to the Contractor by COMMERCE that is designated as "confidential" by COMMERCE;
 - ii. All material produced by the Contractor that is designated as "confidential" by COMMERCE; and
 - iii. All personal information in the possession of the Contractor that may not be disclosed under state or federal law.
- B. The Contractor shall comply with all state and federal laws related to the use, sharing, transfer, sale, or disclosure of Confidential Information. The Contractor shall use Confidential Information solely for the purposes of this Contract and shall not use, share, transfer, sell or disclose any Confidential Information to any third party except with the prior written consent of COMMERCE or as may be required by law. The Contractor shall take all necessary steps to assure that Confidential Information is safeguarded to prevent unauthorized use, sharing, transfer, sale or disclosure of Confidential Information or violation of any state or federal laws related thereto. Upon request, the Contractor shall provide COMMERCE with its policies and procedures on confidentiality.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

COMMERCE may require changes to such policies and procedures as they apply to this Contract whenever COMMERCE reasonably determines that changes are necessary to prevent unauthorized disclosures. The Contractor shall make the changes within the time period specified by COMMERCE. Upon request, the Contractor shall immediately return to COMMERCE any Confidential Information that COMMERCE reasonably determines has not been adequately protected by the Contractor against unauthorized disclosure.

- C. Unauthorized Use or Disclosure. The Contractor shall notify COMMERCE within five (5) working days of any unauthorized use or disclosure of any confidential information, and shall take necessary steps to mitigate the harmful effects of such use or disclosure.

6. COPYRIGHT

Unless otherwise provided, all Materials produced under this Contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by COMMERCE. COMMERCE shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, the Contractor hereby irrevocably assigns all right, title, and interest in all Materials, including all intellectual property rights, moral rights, and rights of publicity to COMMERCE effective from the moment of creation of such Materials.

"Materials" means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. "Ownership" includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the Contract, but that incorporate pre-existing materials not produced under the Contract, the Contractor hereby grants to COMMERCE a nonexclusive, royalty-free, irrevocable license (with rights to sublicense to others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that the Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to COMMERCE.

The Contractor shall exert all reasonable effort to advise COMMERCE, at the time of delivery of Materials furnished under this Contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this Contract. The Contractor shall provide COMMERCE with prompt written notice of each notice or claim of infringement received by the Contractor with respect to any Materials delivered under this Contract. COMMERCE shall have the right to modify or remove any restrictive markings placed upon the Materials by the Contractor.

7. DISPUTES

In the event that a dispute arises under this Agreement, it shall be determined by a Dispute Board in the following manner: Each party to this Agreement shall appoint one member to the Dispute Board. The members so appointed shall jointly appoint an additional member to the Dispute Board. The Dispute Board shall review the facts, Agreement terms and applicable statutes and rules and make a determination of the dispute. The Dispute Board shall thereafter decide the dispute with the majority prevailing. The determination of the Dispute Board shall be final and binding on the parties hereto. As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

8. GOVERNING LAW AND VENUE

This Contract shall be construed and interpreted in accordance with the laws of the state of Washington, and any applicable federal laws, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

9. INDEMNIFICATION

Each party shall be solely responsible for the acts of its employees, officers, and agents.

10. LICENSING, ACCREDITATION AND REGISTRATION

The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements or standards necessary for the performance of this Contract.

11. RECAPTURE

In the event that the Contractor fails to perform this Contract in accordance with state laws, federal laws, and/or the provisions of this Contract, COMMERCE reserves the right to recapture funds in an amount to compensate COMMERCE for the noncompliance in addition to any other remedies available at law or in equity.

Repayment by the Contractor of funds under this recapture provision shall occur within the time period specified by COMMERCE. In the alternative, COMMERCE may recapture such funds from payments due under this Contract.

12. RECORDS MAINTENANCE

The Contractor shall maintain books, records, documents, data and other evidence relating to this contract and performance of the services described herein, including but not limited to accounting procedures and practices that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

The Contractor shall retain such records for a period of six (6) years following the date of final payment. At no additional cost, these records, including materials generated under the contract, shall be subject at all reasonable times to inspection, review or audit by COMMERCE, personnel duly authorized by COMMERCE, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

13. SAVINGS

In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this Contract and prior to normal completion, COMMERCE may suspend or terminate the Contract under the "Termination for Convenience" clause, without the ten calendar day notice requirement. In lieu of termination, the Contract may be amended to reflect the new funding limitations and conditions.

14. SEVERABILITY

The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

15. SUBCONTRACTING

The Contractor may only subcontract work contemplated under this Contract if it obtains the prior written approval of COMMERCE.

If COMMERCE approves subcontracting, the Contractor shall maintain written procedures related to subcontracting, as well as copies of all subcontracts and records related to subcontracts. For cause, COMMERCE in writing may: (a) require the Contractor to amend its subcontracting procedures as they relate to this Contract; (b) prohibit the Contractor from subcontracting with a particular person or entity; or (c) require the Contractor to rescind or amend a subcontract.

Every subcontract shall bind the Subcontractor to follow all applicable terms of this Contract. The Contractor is responsible to COMMERCE if the Subcontractor fails to comply with any applicable term or condition of this Contract. The Contractor shall appropriately monitor the activities of the

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

Subcontractor to assure fiscal conditions of this Contract. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to COMMERCE for any breach in the performance of the Contractor's duties.

Every subcontract shall include a term that COMMERCE and the State of Washington are not liable for claims or damages arising from a Subcontractor's performance of the subcontract.

16. SURVIVAL

The terms, conditions, and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

17. TERMINATION FOR CAUSE

In the event COMMERCE determines the Contractor has failed to comply with the conditions of this contract in a timely manner, COMMERCE has the right to suspend or terminate this contract. Before suspending or terminating the contract, COMMERCE shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 calendar days, the contract may be terminated or suspended.

In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

COMMERCE reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by COMMERCE to terminate the contract. A termination shall be deemed a "Termination for Convenience" if it is determined that the Contractor: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence.

The rights and remedies of COMMERCE provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

18. TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, COMMERCE may, by ten (10) business days written notice, beginning on the second day after the mailing, terminate this Contract, in whole or in part. If this Contract is so terminated, COMMERCE shall be liable only for payment required under the terms of this Contract for services rendered or goods delivered prior to the effective date of termination.

19. TERMINATION PROCEDURES

Upon termination of this contract, COMMERCE, in addition to any other rights provided in this contract, may require the Contractor to deliver to COMMERCE any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

COMMERCE shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by COMMERCE, and the amount agreed upon by the Contractor and COMMERCE for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services that are accepted by COMMERCE, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Authorized Representative shall determine the extent of the liability of COMMERCE. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. COMMERCE may withhold from any amounts due the Contractor such sum as the Authorized Representative determines to be necessary to protect COMMERCE against potential loss or liability.

The rights and remedies of COMMERCE provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**GENERAL TERMS AND CONDITIONS
INTERAGENCY AGREEMENT
STATE FUNDS**

After receipt of a notice of termination, and except as otherwise directed by the Authorized Representative, the Contractor shall:

- A. Stop work under the contract on the date, and to the extent specified, in the notice;
- B. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
- C. Assign to COMMERCE, in the manner, at the times, and to the extent directed by the Authorized Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case COMMERCE has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
- D. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Authorized Representative to the extent the Authorized Representative may require, which approval or ratification shall be final for all the purposes of this clause;
- E. Transfer title to COMMERCE and deliver in the manner, at the times, and to the extent directed by the Authorized Representative any property which, if the contract had been completed, would have been required to be furnished to COMMERCE;
- F. Complete performance of such part of the work as shall not have been terminated by the Authorized Representative; and
- G. Take such action as may be necessary, or as the Authorized Representative may direct, for the protection and preservation of the property related to this contract, which is in the possession of the Contractor and in which the Authorized Representative has or may acquire an interest.

20. TREATMENT OF ASSETS

Title to all property furnished by COMMERCE shall remain in COMMERCE. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in COMMERCE upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in COMMERCE upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by COMMERCE in whole or in part, whichever first occurs.

- A. Any property of COMMERCE furnished to the Contractor shall, unless otherwise provided herein or approved by COMMERCE, be used only for the performance of this contract.
- B. The Contractor shall be responsible for any loss or damage to property of COMMERCE that results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- C. If any COMMERCE property is lost, destroyed or damaged, the Contractor shall immediately notify COMMERCE and shall take all reasonable steps to protect the property from further damage.
- D. The Contractor shall surrender to COMMERCE all property of COMMERCE prior to settlement upon completion, termination or cancellation of this contract

All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

21. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by Authorized Representative of COMMERCE.

Scope of Work

Housing Action Plan
RCW 36.70A.600(2)

The goal of any such housing plan must be to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market. The housing action plan should:

- (a) Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households;*
- (b) Develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified in (a) of this subsection;*
- (c) Analyze population and employment trends, with documentation of projections;*
- (d) Consider strategies to minimize displacement of low-income residents resulting from redevelopment;*
- (e) Review and evaluate the current housing element adopted pursuant to RCW 36.70A.070, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, and implementation of the schedule of programs and actions;*
- (f) Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates, and local religious groups; and*
- (g) Include a schedule of programs and actions to implement the recommendations of the housing action plan.*

Commerce will be monitoring the contracts biannually to review progress in meeting milestones, deliverables and invoicing.

Attachment A

Grant Objective: Develop a housing action plan to encourage construction of additional affordable and market rate housing in a greater variety of housing types and at prices that are accessible to a greater variety of incomes, including strategies aimed at the for-profit single-family home market.

Steps/ Deliverables	Description	Start Date	End Date
Action 1	Housing Needs Assessment	January 2022	July 2022
Step 1.1	Establish consultant selection criteria, required deliverables, schedule and applicable community partners.	January 2022	February 2022
Step 1.2	Hire a consultant utilizing agreed-upon selection criteria established in previous step.	January 2022	March 2022
Step 1.3	Analyze population and employment trends, with documentation of projections. To the extent feasible, sub-regional data from South King County Housing and Homelessness Partners will be used to supplement this work. Report to be provided by consultant.	January 2022	July 2022
Step 1.4	Quantify existing and projected housing needs for all income levels, including extremely low-income households, with documentation of housing and household characteristics, and cost-burdened households. Report to be provided by the consultant.	January 2022	July 2022
Step 1.5	Review and evaluate the current housing element, land capacity data and other policies regarding housing, including an evaluation of success in attaining planned housing types and units, achievement of goals and policies, implementation of the schedule of programs and actions, and recommend changes to address identified housing gaps and displacement risks. Report to be provided by the consultant.	January 2022	July 2022
Deliverable 1	Draft Existing Conditions and Housing Needs Report		August 31, 2022

Attachment A

Action 2	Provide for participation and input from community members, community groups, local builders, local realtors, nonprofit housing advocates and local religious groups	January 2022	June 2023
Step 2.1	Identify groups that should be included in outreach, and at key points in the process.	January 2022	March 2022
Step 2.2	Conduct public outreach to develop goals and objectives.	March 2022	October 2022
Step 2.3	Conduct community outreach and survey to identify demand for housing types among current population.	March 2022	October 2022
Step 2.4	Develop stakeholder groups to gather input from housing advocates, housing providers and social service organizations. Stakeholders may include residents, developers, neighborhood associations, tenants, and religious organizations.	March 2022	October 2022
Deliverable 2a	Public Engagement Plan		March 31, 2022
Deliverable 2b	Summary of Public Engagement Results		January 31, 2023
Action 3	Evaluation of Community Engagement and Development of Policies and Tools for Increasing Housing Diversity	July 2022	December 2022
Step 3.1	Utilize consultant to develop strategies to increase the supply of housing, and variety of housing types, needed to serve the housing needs identified above.	July 2022	October 2022
Step 3.2	Utilize consultant to develop anti-displacement strategies, including strategies to minimize displacement of low-income residents resulting from redevelopment	July 2022	October 2022

Attachment A

Step 3.3	Review strategies to plan for and accommodate existing and projected needs of all economic segments of the community, including documenting programs and actions needed to achieve housing availability including gaps in local funding, barriers such as development regulations, and other limitations	July 2022	October 2022
Step 3.4	Identify local policies and regulations that result in racially disparate impacts, displacement, and exclusion in housing and identify policies and regulations to address and begin to undo these impacts	July 2022	October 2022
Step 3.5	Utilize consultant to develop a schedule of programs and actions to implement the recommendations of the housing action plan	October 2022	December 2022
Deliverable 3	Draft Housing Action Plan and Final Existing Conditions and Housing Needs Report		December 31, 2022
Action 4	Project Adoption	January 2023	June 15, 2023
Step 4.1	Present draft HAP and public hearing before the council committee, make changes as needed	January 2023	February 2023
Step 4.2	Present draft HAP before the City Council, make changes as needed	March 2023	April 2023
Step 4.3	Prepare ordinance and/or resolution for public hearing and City Council adoption	April 2023	May 2023
Deliverable 4	Adopted Housing Action Plan		June 15, 2023

Attachment B**Budget**

Grant Objective:	Commerce Funds
Deliverable 1. Draft Housing Needs Report	\$ 30,000
Deliverable 2a. Public Engagement Plan	\$ 15,000
Deliverable 2b. Summary of Public Engagement Results	\$ 10,000
Deliverable 3. Draft Housing Action Plan and Final Housing Needs Report	\$ 25,000
Deliverable 4. Adopted Housing Action Plan	\$ 20,000
Total:	\$100,000

NOTE: The final Deliverable(s) for this grant represents at least twenty percent (20%) of the total grant award and payment is contingent upon submittal of a copy of the final deliverable(s).

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2021 City Manager Performance
Review

ATTACHMENTS:

1. 2021 City Achievements

FOR AGENDA OF: December 16, 2021

DEPT. OF ORIGIN: Legislative

DATE SUBMITTED: December 10, 2021

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/ TG

☒ Finance *Bethanne Wane*

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: /s/ AJN

Purpose and Recommendation

The purpose of this agenda item is for the City Council to acknowledge the exemplary performance of City Manager Michael Matthias for the year 2021 and to consider a step increase.

Suggested Motion

Motion 1: "I move to approve a single step increase for the City Manager for his exemplary performance during the year 2021."

Background

The City Council conducted the annual performance review of City Manager Michael Matthias in executive session on December 9, 2021. Performance review documents were filled out by participating Councilmembers and the results were discussed.

The result of the final performance review document was overwhelmingly positive. The ratings of individual Councilmembers were averaged and the subsequent scores were tabulated. Overall, across 28 performance metrics, the City Manager received 22 scores of “EXCELLENT” and 6 scores of “GOOD.” He did not receive any final ratings of “ACCEPTABLE,” “POOR” or “UNACCEPTABLE.”

In preparing the evaluations, the City Council considered a number of significant accomplishments that were made in 2021. The list is included as Attachment 1.

Discussion

As a result of the City Manager’s 2021 performance evaluation, the City Council will be considering a single pay step increase for the City Manager. Despite receiving an exemplary performance review for 2020, the City Manager declined a step increase as well as the Council approved Cost of Living Adjustment (COLA).

Pursuant to the City’s Personnel Manual, employees who have not reached their step limit, are eligible for a step increase after 12 months of service at each step level and satisfactory work performance. The City Manager is currently at a step-D and is eligible to move to a step-E.

Financial Impact

The pay range increase from M-49 D to M-49 E represents an annual increase of 5%.

CITY MANAGER PRESENT YEAR ACCOMPLISHMENTS AND ACTIVITIES (2021)

Managed COVID response by the City, including coordination with Emergency Operations Center and external agencies (South King Fire and Rescue).

- Court moved to a virtual model;
- Community Development utilized virtual options in land use and permitting;
- Maintained Parks staff for potential programming, subject to COVID guidance from the Governor's office;
- Chaired weekly status and update report provided by the EOC.
- Provided a site visit and tour (in-person) with the Coast Guard Captain of the Port of Seattle to explore Emergency Management partnership opportunities.

Maintained a solvent budget with significant and statutory fund balance requirements.

- City received the Government Finance Officer's Award for our Comprehensive Annual Financial Report for third straight year.
- Recommended to City Council as part of 2022 budget to not levy the available 1% property tax increase in order to help residents financially during pandemic.

Developed recommendations and operational options for use of the ARPA funds, approved by City Council (September 2021).

City Management:

- Continued to maintain stable senior staff;
- Took actions to continue to insure succession planning;
- Completed direct reports evaluations in a timely manner;
- Met with and communicated with other City Managers and State and Federal officials as proved necessary.

Marina Bulkhead Construction underway:

Accomplished National Marine Fisheries Service permit to move forward with construction of Marina north bulkhead renovation.

Worked on legislative advocacy resulting in capital funds from the State of Washington for City capital improvements, including a total of \$4 million for the bulkhead renovation and resources for Redondo fishing pier.

Developed a passenger ferry service maiden voyage excursion in September 2021.

Marina Redevelopment:

- Created the RFQ for Marina redevelopment and distributed it nationally to over 2500 developers and investors;
- Received multiple inquiries and interest;
- Reviewed submitted responses and recommended a selection to City Council;
- Took a site visit with 6 members of staff (primarily the City review committee) to a hotel facility in Independence, Oregon built by the recommended development team, meeting with City officials. This was followed by a trip to Bend, Oregon to tour mixed-use facilities and meet with City officials;

- Made a presentation with Mayor and senior staff to the Port of Seattle Executive Director on Marina redevelopment, and
- Made a presentation on Des Moines Marina redevelopment to national Urban Land Institute quarterly meeting in Chicago (ZOOM).

Ongoing analysis of turning 223rd Ave into an urban creek with bio-swales and maintaining vehicular access.

Coordinated with Des Moines Police Department to conceptualize and move forward with integrated social services triage delivery systems for domestic violence, homeless, and other incidents not requiring direct police intervention.

Performed duties as a member of SCORE Administrative Board.

Assist Court in administrative reorganization and virtual court proceedings.

Performed duties related to StART Committee.

Continued to monitor Airport activities leading to the distribution of environmental documents for the Sustainable Airport Master Plan (SAMP).

Continued to provide tours of Des Moines to interested parties both virtually and in person.

- Recently took the Coast Guard Captain of the Port on a tour of the City;
- Narrated a drone video of the City utilized as part of the Marinasteps.com website created to highlight development and investment opportunities in Des Moines.
- Scheduled County Executive Constantine on a tour of Midway Park and expansion.

Ongoing daily administration of City government, responding to community issues, capital projects, personnel issues and creative ways for the government to help our community respond to COVID.

DEPARTMENTAL DETAILS OF ACCOMPLISHMENTS

Court:

- Implemented court-wide re-organization, including launching of Support Services
- Awarded grant money from WTSC for DUI Court
- \$64,902 in AOC Cares Act money for 2021
- DUI Court Team traveled to Washington, DC for the NADCP National RISE 2021 Conference
- Melissa Patrick completed the National Certified Court Executive and APPA Leadership Institute program.
- Okhwa Lewis & Serena Daigle have completed 5/6 courses for NCSC Court Manager certification, they will complete in Feb 2022
- Worked with Judge Leone and Court Administrator Johnson to streamline our Municipal Court process resulting in a virtual court setting.

Police

- City Manager available 24/7 for any significant police actions, fire and other emergencies.
- Extensive work towards Body Cams (study, meeting, IT consultant)

- Significant policy, operations, training changes due to police reform
- Maintained continuity of operations for police during COVID times – kept staff healthy and productive
- Working with City Administration to provide pilot social service triage component for police response as appropriate

Public Works

- Redondo Fishing Pier \$900,000 WA Legislative grant for construction.
- (3) Interlocal Agreements with franchise utilities for water main replacement and roadway paving such as 8th Ave S downtown and various North Hill locations. Over 3.5 miles of roadways will be repaved when all sites are completed.
- S 239th Street Outfall Project including removal and replacement of public stairs.
- City public works crew finished 14 stormwater projects, placed 659 feet of new storm drainage lines, and installed 9 new catch basins.
- Public Works adapted to the COVID Pandemic allowing services to be minimally impacted.
- Dealt with multiple emergency situations – Woodmont mud slide and restoration of roadways

Chief Operations Officer:

- Worked with Legislators in Olympia to secure an additional \$2M in funding for the North Bulkhead project, totaling \$4 million overall.
- Worked with Legislators in Olympia to secure nearly \$1M in funding for the Redondo Fishing Pier.
- Continued response to the ongoing dynamics of COVID-19
- Ongoing participation in Sound Transit construction and development within the City.

Marina (Harbormaster)

- During Covid the Marina remained fully operational, keeping revenues high, and in turn implemented programs to help those, unfortunately heavily impacted by the pandemic.
- The Marina completed the Dredging Project, guaranteeing the entrance to the Marina safe for our Marina customers. Doing this also prepared us for any potential Emergency Operations needed.
- Updating the Marina Masterplan.
- Ongoing involvement in the first phases of Marina re-development.
- Participated in DNR lease rate reduction

Economic Development:

- Grant Relief Opportunity (GRO) Program for economic relief related to COVID19 impacts.
- Emergency Assistance Takeout for Seniors/Veterans (EATS) provided for restaurants in Des Moines

- Narrated the premier video associated with the RFQ and Marina Redevelopment to capture the development leading to and surrounding the Marina.
- Created and implemented the EATS program
- Developed the GRO program and implemented that spending, which was approximately half a million dollars
- Continued efforts as possible with Marina redevelopment
- Focused on passenger ferry service and associated possibilities
- Once again promoted and assisted the implementation of the flower baskets beautification program in the downtown
- Participated in the re-tooling of all development services, moving to electronic submittal, review and issuance, and keeping development moving forward in Des Moines and Fund 105 healthy
- Ongoing efforts to identify development pattern and appropriate sequencing of steps in marina redevelopment

Legal:

- Under Michael's supervision, Directors and Managers have worked cooperatively to understand and implement COVID mitigation protocols.
- Inter-department cooperation and communication has resulted in low number of claims and minimal liability.
- Adapting prosecution and victim advocacy to meet needs in new virtual era.

Human Resources

- Implementation of MUNIS- HRIS (human resources information system) with go –live date of 01.01.2022, in collaboration with Finance and Information Technology.
- Development and implementation of the Safe Start Return to Work plan and process in conjunction with Emergency Management.
- Implementation of an electronic “onboarding” system “Hire Forms” with go-live date of 11.16.2021.

Community Development:

- Building Division transitions, hiring and permitting
- House Bill 1220 Code Amendments
- Port of Seattle's Des Moines Creek Business Park West RFP (support)
- Zenith Properties Limited Scope EIS
- 1,519 permits with \$2 million in fees
- Shoreline permitting for Marina, Van Gasken and Redondo projects
- SR-509 Wetland Mitigation
- Sound Transit Permitting (ongoing)
- Code Enforcement (ongoing – 21 active cases) in cooperation with CSO.
- Maintaining all services with remote options
- Add to Development review, Point by Vintage, Wesley, Van Gasken park, Marina Bulkhead

- Grant award for Housing Action Plan 100K

Parks and Recreation:

- Club KHAOS After Care Programming at our Des Moines Field House. successfully pivoted to providing this service in house, with support from HSD for transporting children after school. The program runs daily, and began on Thurs, Sept 2 with the start to school. We average 25-30 children per day, and have worked tirelessly to conduct safety screens, maintain distancing and mask wearing, and provide quality activities and support with our creative staff.
- Youth Soccer ran a condensed soccer season, from September 17 through Nov 6 – and managed all of the changes that came along with COVID protocols and updates. Held a food donation drive at the Field House on the last day of games (Nov 6)
- Midway Park – Conservation Futures Tax Grant for open space acquisition. The Midway Park project expanded the only public green space available in the Pacific Ridge neighborhood, where many residents face economic challenges and health disparities. Current design planning is underway for use of the acquired open space. The project also protects tree canopy near the parcels that were recently cleared for light rail construction.
- 2022-2027 PRSS Master Plan Update – worked with consultant group AHBL, as well the PRSS Dept and various City Depts to take a deep look at our past Master Plan and projects completed, vs what is needed currently. Conducted community outreach through open houses, park and farmer's market booths, and surveying. Final presentation/adoption to take place at the December 2 City Council meeting.
- Improvements to SJU Park and Memorial including service flags.

Senior Services:

- Lunch Service Operated take-away lunch service through 2021. Conducted through a walk-up model while the weather allowed, and then pivoted to a drive-up model.
- Vets, Seniors and Human Services Levy (VSHSL) Grant – continued partnership with the Central Area Senior Center, for our African Diaspora Hub. Planned cultural lunches with area African inspired cuisine, and continue plans for in person programming in the new year.
- Small Programs at DMAC Appointment based programming – Monday card games, weekly social worker appointments, healthcare/Shiba appointments, massage beginning early December.

PREVIOUS YEAR ACCOMPLISHMENTS AND ON GOING ACTIVITIES (2020)

COVID: (All of these still apply in 2021)

- Issuance of emergency proclamation early March, 2020
- First meeting regarding the Emergency Operations Center capacity starting January 16, 2020
- Standing up the Emergency Operations Center early March, 2020
- Working closely with our first responders, fire and police

- Conducting daily and then weekly status updates of the EOC (continued in 2021)
- Working with staff to identify building closures, city facility closures and assurances that deep cleaning and safety precautions were in place
- Strategizing with staff over virtual approaches to COVID
- Working and maintaining the safety of our staff amidst COVID
- Putting in place appropriate precautionary measure, (health screening before entering City Hall, etc.)
- Working with the City Clerks' office and our IT Department to implement Zoom Council and committee meetings
- Encouraging city staff to receive COVID vaccine

WORK FORCE: (Still apply in 2021)

- Working to minimize disruption to our city work force as a result of COVID, taking advantage of federal programs and requiring layoffs

BUDGET (These efforts in 2020 resulted in maintaining solvency in 2021 and for the recommended budget in 2022)

- Maintained solvent City finances through unprecedented conditions in 2020 and recommended a solvent budget to Council for 2021, which was passed by Council
- Received a clean bill of health from the State Auditor for our Comprehensive Annual Financial Report
- Received a Government Finance Officer Association award for 3 consecutive years
- Did not institute available 1% property tax increase in order to help residents financially during pandemic

INCIDENTAL EVENTS (All these activities still apply)

- Participated in the acquisition of Midway Park land
- Continued to participate in the baseline economic study on the advisory board for the department of commerce
- Continued to work with Rep. Orwall on the Ultrafine Particle Study
- Continued City participation financially in phase two of that study.
- Continued relationships with other external agencies; Highline College, Highline School District, Small Business Development Center
- Continued participation on the Administration Board of SCORE
- Participation in various city legal matters as required
- Preliminary environmental evaluation of 223rd as a transportation mode/urban creek
- Discussions regarding Maritime High School
- Continued to emphasize team approach to management

LEGISLATIVE EFFORTS (These are ongoing efforts in 2021)

- Worked closely with Anthony Hemstad on furthering the City legislative positions and resources from the State of Washington.
- Worked with Public Works to facilitate utility undergrounding behind the Theater in the alley way
- Intergovernmental relations and communications with cities in the region

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Compensation for
Non-represented Employees 2022

FOR AGENDA OF: December 16, 2021

DEPT. OF ORIGIN: Human Resources

ATTACHMENTS:

DATE SUBMITTED: December 9, 2021

1. Draft Resolution No. 21-063:
Compensation for Non-Represented
Employees

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for City Council to consider the proposed Resolution regarding compensation for regular, non-represented employees. It is recommended that the City Council pass Resolution No. 21-063 providing wage increases which are equitable and sustainable within the current 2022 City of Des Moines budget.

Suggested Motion

Motion 1: “I move to adopt Draft Resolution No. 21-063 regarding compensation for non-represented employees from January 1, 2022 through December 31, 2022, which provides wage increases that are equitable and sustainable within the current 2022 City of Des Moines budget.”

Background

The City's regular non-represented employees fall into three groups; the General Employees, who are eligible for overtime compensation under the Fair Labor Standards Act (FLSA); the Exempt Employees, who are exempt under the FLSA; and the Directors. In December 2016, both the Exempt and General Employee groups formally acknowledged that they are not labor/union units, expressing their preference to work with management in a collaborative, advisory capacity, without being bound by the constraints of RCW 41.56. The City Council sets salary rates and benefits for non-represented employees by resolution and has ordained a policy to treat the General and Exempt employees and Directors equitably in relation to those represented by labor unions, per DMMC 2.12.010.

Discussion

At the onset of the pandemic, the City of Des Moines took a number of strategic measures in an effort to ensure economic stability in an environment that was fraught with uncertainty. The measures that began in 2020, specifically addressing labor-related expenses, were designed to support any potential funding constraints in 2021 and outlying years. In 2021, the City was able to leverage federal monies, the "savings" from leaving vacancies unfilled and/or unfounded and a higher than expected collection of B&O taxes to grant a (1%) cost of living adjustment (COLA) to our non-represented staff.

The 2022 budget was passed in early November 2021 with a (0) % cost of living adjustment for non-represented employees. This decision was intentional to allow for the release of the October Consumer Price Index (CPI-U) for Seattle-Tacoma-Bellevue. The City wanted to consider the cost of living adjustments to the wages of employees represented by the Teamsters bargaining unit, in conjunction with any proposed cost of living adjustments for non-represented staff, to determine the overall impact to the 2022 budget.

The October CPI-U that the Council previously approved for the Teamsters came in at (6.5%). This COLA is significant and will be implemented January 1 for the Teamsters bargaining unit pursuant to their existing contract. As stated in City Code, it is the policy of the City Council to treat non-represented employees equitably in relation to City union groups.

The June 2021 Consumer Price Index (CPI-U) for Seattle-Tacoma-Bellevue, which typically provides a foundation for any proposed cost of living adjustments for non-represented employees was (5.5%) percentage.

Our continued commitment to financial sustainability, during these unprecedented times, has placed the City in a position to be able to offer an equitable cost of living adjustment to our non-represented staff in 2022.

Alternatives

The Council could choose not to approve the Resolution and direct the City Manager to consider alternative wage and benefits packages for non-represented employees. However, any alternative package would need to be equitable to the City's union groups pursuant to City code.

Financial Impact

Finance has accounted for the proposed increase and has determined that a sustainable budget through 2022 will be maintained with passage of this Draft Resolution.

Recommendation or Conclusion

Administration recommends approval of the proposed Agreement as it contains those changes and compromises authorized by the Council.

CITY ATTORNEY'S FIRST DRAFT, 12/7/2021

DRAFT RESOLUTION NO. 21-063

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, regarding salaries, wages and benefits for non-represented employees for the period January 1, 2022, through December 31, 2022.

WHEREAS, this Resolution pertains to all regular employees, excluding those who are represented by labor organizations, specifically, Teamsters Local 763 and the Des Moines Police Guild, and

WHEREAS, the City's non-represented employees fall into three groups: General Employees, those who are eligible for overtime compensation under the Fair Labor Standards Act (FLSA); Exempt Employees, those who are exempt under the FLSA; and the remaining exempt employees known as Directors, which for purposes of this Resolution includes all department heads as well as executive staff, and

WHEREAS, the City formally acknowledges that General Employees and Exempt Employees are not collective bargaining organizations, and the City actively works with these groups to seek mutual understanding for employees and city management in an informal, collaborative process to discuss issues of concern in the workforce without being bound by the constraints of chapter 41.56 RCW, and

WHEREAS, the parties further agreed that the City will treat non-represented employees equitably in relation to those represented by labor unions in accordance with DMMC 2.12.10, with the exception of the constraints of bargaining units with binding arbitration which necessitates a different outcome for certain uniformed groups of employees, and

WHEREAS, the City Council recently approved the 2022 City of Des Moines budget for the period of January 1, 2022, through December 31, 2022, which includes a 0% wage increase for non-represented employees, and

WHEREAS, the City Council recently approved a Collective Bargaining Agreement with Teamsters Local Union Number 763 for the period of January 1, 2020, through December 31, 2022 which included a wage increase, and

WHEREAS, the City Council has determined that it is in the best interest of the citizens of Des Moines for the City to provide equitable wage increases and benefit adjustments to non-represented employees for the year 2022; now therefore,

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

Sec. 1. The City hereby provides the following for its regular non-represented employees effective January 1, 2022, and remaining in effect as follows until December 31, 2022. All personnel rules and regulations as may be promulgated according to DMMC 2.12.10 shall govern unless expressly contrary to this Resolution.

Sec. 2. Salaries and wages. Salaries and wages shall be increased as follows, maintaining the established differentials between pay steps and ranges:

(1) 5.5% increase effective January 1, 2022; such pay increase shall apply to current employees on the payroll as of the date of Council approval of this Resolution;

Sec. 3. Conflicts. Where a conflict exists between the terms of this Resolution and the Des Moines Personnel Manual, this Resolution shall control.

Sec. 4. Ratification and confirmation. Any acts consistent with the authority and prior to the effective date of this Resolution are hereby ratified and confirmed.

ADOPTED BY the City Council of the City of Des Moines, Washington this 16th day of December, and signed in authentication thereof this 16th day of December, 2021.

M A Y O R

APPROVED AS TO FORM:

Draft Resolution No. 21-063
Page 3 of 3

City Attorney

ATTEST:

City Clerk

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Change Order #1 with Pacific Environmental for emergency repairs to the gas and diesel fuel lines as part of the Des Moines Marina Fueling System Upgrades Project.

ATTACHMENTS:

1. Proposal from Pacific Environmental Services Company for Change Order No.1
2. Amendment to the Agreement with Pacific Environmental Services Company dated October 25, 2021 from the October 21, 2021 City Council Meeting.

FOR AGENDA OF: December 16, 2021

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: December 9, 2021

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: *Dip J. [Signature]*

- ☒ Legal /s/ TG
- ☒ Finance *Bethanne W [Signature]*
- ☐ Courts NA
- ☐ Police NA

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Michael [Signature]*

Purpose and Recommendation

The purpose of this agenda item is to request the City Council's approval for Change Order No.1 to the agreement with Pacific Environmental Services Company in the amount of \$23,775.00 plus \$2,401.28 in Washington State Sales Tax (\$26,176.28 total) for the unanticipated replacement of 120 feet of fuel delivery line.

Suggested Motion

Motion: "I move to approve Change Order No. 1 to the Agreement between the City and Pacific Environmental Services Company, increasing the authorized expenditure for this project by \$26,176.28, including Washington State Sales Tax, and authorize the City Manager to sign the Change Order substantially in the form as submitted."

Background

In May of 2021, City Council approved a contract with Pacific Environment Services Company, (PES) to do the first phases of the Marina's Fueling System Upgrades Project. In October 2021, the Council approved an amendment to that contract that added a second phase of the project to the agreement. The Council authorized the expenditure of \$153,603 plus a contingency of \$15,000 for the combined original contract plus the amendment. (See attached Agenda Item for the Council Meeting of October 21, 2021 for further background information).

On Monday, December 6, 2021, PES workers removing the damaged outer jacket of the existing fuel lines to replace the jackets unexpectedly discovered damaged fuel lines inside.

Discussion

One of the main tasks in the Marina Fueling System Upgrades Project is to replace the outer containment jacket on the exposed fuel delivery lines under the ramp between the bulkhead and the first containment sump at the bottom of the access ramp. When the contractor removed the damaged outer jacket on the diesel fuel line they found that the inner containment jacket and the actual fuel line was damaged and in very poor condition. The damage created a "weak spot" in the diesel delivery line that would fail at some point causing a significant fuel spill. The Marina staff believes that this discovery created the need for an "emergency" repair and asked the contractor to prepare a change order to replace the 60 feet of damaged pipe. At this time staff decided that since replacing the diesel line would require cutting and trenching under the sidewalk behind the bulkhead that it would be beneficial to replace the gas line at the same time. As the inner containment jacket for the gas line did have some similar damage as the diesel line but not quite as significant, making the replacement of approx. 120 ft. of two new fuel delivery lines. Replacing the damaged fuel lines through any process other than through this change order to the existing project would necessarily include repeating work already being performed under the existing contract at significant cost.

Alternatives

None.

Financial Impact

Approval of Change Order No. 1 would bring the total authorized expenditure for the PES contract to \$179,779. The Marina Capital Improvement Plan allocated \$348,000 to complete all of the phases of the Fuel System Upgrades Project. Expenses to-date, including design & engineering and the emergency repairs are about \$157,000, including the purchase of the new dispensers. The staff estimates that the total cost to complete the project will be about \$345,000.

Recommendation

Staff recommends that Council approve Change Order No. 1 to the Amendment to the agreement with Pacific Environmental Co. that will authorize the additional expenditure of \$26,176.28 for this project.

Concurrence

Finance, and Legal concur with this recommendation.

PACIFIC*Environmental*

SERVICES COMPANY

8585 HWY 20 ♦ P.O. Box 2049 Port Townsend, WA 98368 Office: (360) 385-4221 Fax: (360) 379-9395
13022 W. 18th Ave. ♦ P.O. Box 639 Airway Heights, WA 99001 Office: (509) 244-4898 Fax: (509) 244-4690
Contractor License; Washington: PACIFES103BR ♦ Oregon: CCB # 121494

===== FUEL SYSTEM SPECIALISTS =====

QUOTATION

CUSTOMER: CITY OF DEMOINES **DATE:** 12/7/21
SITE NAME: DES MOINES MARINA
SITE ADDRESS: 22307 DOCK STREET
CITY, ZIP: DES MOINES, WA. 98198

Pacific Environmental Services Company is pleased to submit our quotation for the following scope of work.

- 1) Provide and install new 4" ducted carrier pipe from the existing sea wall to the existing transition sump.
- 2) Provide and install new double wall XP APT flex fuel piping from the existing dock transition sump to the land side transition sump.
- 3) Provide and install four (4) 2" brass end fittings for APT flex piping.
- 4) Provide and install two new APT flex entry boots for the dock side transition sump.
- 5) Provide and install two new APT 4" carrier pipe to 2" flex piping entry boots at the land side transiting sump.
- 6) Pressure test new piping and check for any leaks.
- 7) Precision test all new piping as per Dept. of Ecology regulations.

PRICE for Labor and Materials: **\$23,775.00** plus sales tax.

PRICES GOOD FOR 60 DAYS

This price includes USL&H insurance as per L&I regulations.

EXCLUSIONS:

- 1) Saw cutting existing concrete.
- 2) The removal and disposal of concrete.
- 3) Excavation and removal of soil to the existing fuel piping.
- 4) Backfill and replacement of excavated areas.
- 5) Replacing concrete.

QUOTATION
PESCO and City of Des Moines
Page 2

Date of Quotation: 12/7/21

PAYMENT TERMS: Customer will pay PESCO as follows:

- a) Balance in full upon completion of project.

CONTRACTOR'S GUARANTEE: We guarantee that all materials used on this job as specified above and that the entire job will be done in a neat workmanlike manner. Any variations from plan or alterations requiring extra labor and materials will be performed and billed in addition to the sum covered by this quote. Should rock, excessive water, sloughing, underground obstructions, or contaminated soil be encountered, Owner will be notified and job will proceed at time and material basis.

SIGNATURE OF PESCO REPRESENTATIVE

Date: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to supply the equipment and/or labor as specified. Payment will be made as outlined above. I understand that my acceptance of this quotation does not constitute an order until credit has been approved. I understand that PESCO may file a Right to Lien against this equipment/labor.

(Please print or type the name of person authorized to sign acceptance of proposal)

AUTHORIZED SIGNATURE

Date: _____

LABOR.....\$8,369.00
MMATERIALS.....\$13,031.00
EQUIPMENT (testing).....\$625.00
USL&H.....\$1,750.00

Quotation Provided By:
Tom W. Carroll



CONTRACT AMENDMENT/ADDENDUM FORM
CONTRACT FOR PROVIDING EQUIPMENT AND INSTALLATION SERVICES
BETWEEN
THE CITY OF DES MOINES AND PACIFIC ENVIRONMENTAL SERVICES
COMPANY

THIS AMENDMENT/ADDENDUM is entered into on this 25th day of October, 2021, pursuant to that certain Contract entered into on the 17th day of September, 2021, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and, **PACIFIC ENVIRONMENTAL SERVICES COMPANY** (hereinafter "Vendor"),.

The parties herein agree that the Contract dated, September 17, 2021, shall remain in full force and effect, except for the amendments/addendums set forth as follows:

I) **SECTION I - DESCRIPTION OF WORK** of Contract dated September 17, 2021, is hereby amended to read as follows:

Vendor shall provide the following goods and materials and/or perform the following services for the City:

As described in their proposal dated April 2, 2021 and attached to this agreement as Attachment No. 1 and by this reference made part of this agreement, and;

As described in their proposal dated September 9, 2021 and attached to this agreement as Attachment No. 2 and by this reference made part of this agreement.

2. **SECTION II – COMPENSATION** of Contract dated September 17, 2021, , is amended to read as follows:



*The City shall pay the Vendor an amount not to exceed **One Hundred Fifty Three Thousand Six Hundred & Three Dollars, (\$153,603)** including applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this contract. The City shall pay the Vendor the following amounts according to the following schedule:*

Except as modified hereby, all terms and conditions of contract dated September 17, 2021, remain in full force and effect.

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

(Name of Party): By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF DES MOINES: By: _____ (signature) Print Name: Michael Matthias Its City Manager (Title) DATE: _____ Approved as to form: _____ City Attorney DATE: _____
NOTICES TO BE SENT TO: (Name of Party): [Insert Contact Name] [Insert Company Name] [Insert Address] [Address - Continued] [Insert Telephone Number] (telephone) [Insert Fax Number] (facsimile)	NOTICES TO BE SENT TO: CITY OF DES MOINES: [Insert Name of City Rep. to Receive Notice] City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 [Insert Telephone Number] (telephone) [Insert Fax Number] (facsimile)

PACIFIC*Environmental*

SERVICES COMPANY

8585 HWY 20 ♦ P.O. Box 2049 Port Townsend, WA 98368 Office: (360) 385-4221 Fax: (360) 379-9395
13022 W. 18th Ave. ♦ P.O. Box 639 Airway Heights, WA 99001 Office: (509) 244-4898 Fax: (509) 244-4690
Contractor License; Washington: PACIFES103BR ♦ Oregon: CCB # 121494

===== FUEL SYSTEM SPECIALISTS =====

QUOTATION

CUSTOMER: CITY OF DES MOINES
SITE NAME: DES MOINES MARINA
SITE ADDRESS: 22307 DOCK AVENUE SOUTH
CITY, ZIP: DES MOINES, WA. 98198

DATE: 9/9/21

Pacific Environmental Services Company is pleased to submit our quotation for the following scope of work.

- 1) Mobilize equipment and labor to job site. Secure work zone with barricades and caution tape.
- 2) Blow back fuel lines to the nearest ball valves with CO₂.
- 3) Lock out - tag out all electrical service to the existing solenoid valves, sensors and dispensers.
- 4) Demo existing piping, gate valves, directional valves, check valves and sump at the West side of the attendant building. Dispose of all parts. **Sump lid and grating to remain for reinstallation.**
- 5) Fabricate new 316 S.S. 10 Ga. sump to match existing. Provide and install new S.S. sump with all new penetration fittings for product lines and electrical.
- 6) Provide and install two (2) new 2" S.S. ¼ turn ball valves, two (2) new 2" S.S. solenoid valves and two (2) new 2" brass one way check valves.
- 7) Demo existing fuel dispensers and dispose of.
- 8) Demo existing 1.5" flex fuel piping and dispose of.
- 9) Provide and install new double wall 1.5" flex fuel piping from the new dock S.S. sump to each dispenser with all associated fittings.
- 10) Install Owner provided fuel dispensers (3). Provide and install anchor bolts and secure.
- 11) Provide all electrical reconnect for all three fuel dispensers and new dock product sump including dispenser sump sensors.
- 12) Provide and reconfigure dispenser fuel piping to match up to new dispensers.
- 13) Startup fueling system and precision test new double wall fuel piping from new S.S. dock sump to each dispenser.
- 14) Clean up site and demobilize equipment and labor.

PRICE for Labor and Materials: **\$66,451.00** plus sales tax.
PRICES GOOD FOR 60 DAYS

QOTATION
PESCO and CITY OF DES MOINES
Page 2

Date of Quotation: 9/9/21

EXCLUSIONS:

- 1) New dispenser sump penetration fittings.
- 2) New hose reels, hose reel piping and dispenser connecting piping.
- 3) New fuel dispenser programing and calibration.

ASSUMPTIONS:

- 1) USL & H INSURANCE IS INCLUDED IN THE PRICE AS REQUIRED BY L & I.

PAYMENT TERMS: Customer will pay PESCO as follows:

- a) Progress invoicing upon agreed % completed.
- b) Balance in full upon completion of project.

CONTRACTOR'S GUARANTEE: We guarantee that all materials used on this job as specified above and that the entire job will be done in a neat workmanlike manner. Any variations from plan or alterations requiring extra labor and materials will be performed and billed in addition to the sum covered by this quote. Should rock, excessive water, sloughing, underground obstructions, or contaminated soil be encountered, Owner will be notified and job will proceed at time and material basis.

SIGNATURE OF PESCO REPRESENTATIVE

Date: _____

ACCEPTANCE OF PROPOSAL

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to supply the equipment and/or labor as specified. Payment will be made as outlined above. I understand that my acceptance of this quotation does not constitute an order until credit has been approved. I understand that PESCO may file a Right to Lien against this equipment/labor.

(Please print or type the name of person authorized to sign acceptance of proposal)

AUTHORIZED SIGNATURE

Date: _____

Quotation Provided By:
Tom W. Carroll

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Updates to the Harbor Code, Des Moines Municipal Code (DMMC) Chapter 15.04.

ATTACHMENTS:

1. Draft Ordinance No. 21-055

FOR AGENDA OF: 12/16/2021

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: 12/9/2021

CLEARANCES:

- ☐ Community Development _____
- ☒ Marina SK
- ☐ Parks, Recreation & Senior Services _____
- ☒ Public Works /s/AM

CHIEF OPERATIONS OFFICER: [Signature]

- ☒ Legal /s/ TG
- ☒ Finance [Signature]
- ☐ Courts _____
- ☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is consider Draft Ordinance No. 21-055 to update the Harbor Code by updating out-of-date language, authorizing the Public Works Director to set traffic and parking controls in the Marina, and altering the method for setting moorage rates.

Suggested Motion

Motion 1: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 21-055 on first reading."

Motion 2: "I move to adopt Draft Ordinance No. 21-055 amending chapter 15.04 of the Des Moines Municipal Code."

Background

The City of Des Moines Harbor Code, codified at chapter 15.04 of the Des Moines Municipal Code was originally enacted through Ordinance No. 466 in 1979. The Code is periodically amended, but has largely not been updated for several years.

Marina rates are adjusted annually in accordance with the August Consumer Price Index (CPI). This adjusts rates to keep track with inflation factors that are specifically adjusted for the greater Seattle area. However, the annual CPI adjustment does not account for other market driven demand factors within the industry. So, from time to time, a rate study is performed using an outside financial consulting firm in order to evaluate our marina rates within the Puget Sound market. The last rate study was performed by BST in 2017, which proposed a 4 year progressive rate scale increase to bring our Marina rates up to the current market conditions at that time. By the end of this phase-up in 2020, market standards had again increased beyond the gains for the rates at the Des Moines Marina. In other words, the historical methods for adjusting Marina rates is not effective, and the City needs to be more responsive to changing market conditions. Otherwise the Marina is losing potential revenue.

Discussion

The purpose of this agenda item is to update the Code to reflect current standards, market rates and regulations. The principal change is reflected in 15.04.480 in which Marina Moorage rates are currently adjusted annually by using the previous year's CPI from August. Any adjustments beyond the CPI have been set by the City Council.

The current process of intermittent consultant rate studies and multi-year rate schedules set by Council have proven inadequate to stay current with changes in market rates. The City Manager in joint efforts with the Harbormaster and Marina staff will be able review current market standards across Puget Sound and within our Boating demographics on a more frequent basis, thus allowing changes to be made in rates in an upward or downward direction as the market demand allows, setting moorage rate and rate structures within the market in order to stay competitive while also allowing the flexibility to keep occupancy and revenues levels optimized.

Other proposed amendments contained in the Draft Ordinance would:

- Update the definition of “keyholder” in DMMC 15.04.010 to include new technology for dock access, such as key cards and fobs.
- Delegate the authority to the City Public Works Director to set speed and parking restrictions in the Marina, a duty the Director holds with respect to the streets of the City.
- Update DMMC 15.04.420 to reflect modern language and technology relative to mobility devices.

Alternatives

The council may:

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

Financial Impact

Staff projects that altering the process for setting moorage rates at the Marina should result in better ability to maximize Marina revenue by reacting more quickly to market rates while being able to adjust rates to keep occupancy at an optimal level.

Recommendation

Staff Recommends that the City Council enact Draft Ordinance 21-055 as presented.

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CITY ATTORNEY'S FIRST DRAFT 12/09/2021

DRAFT ORDINANCE NO. 21-055

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, relating to the Harbor Code, updating definitions, authorizing the Public Works Director to establish speed and parking regulations, authorizing the City Manager to set moorage rates by executive order, prescribing a formula to determine presumptive moorage rates, and amending DMMC 15.04.010, 15.04.210, 15.04.420, and 15.04.480.

WHEREAS, the City of Des Moines owns and operates the Des Moines Marina under the power granted by RCW 35A.88.020, and

WHEREAS, the Des Moines Marina is a self-supporting enterprise of the City of Des Moines funded in part by paid moorage and other services, and

WHEREAS, the City Council has previously set moorage rates by Ordinance, most recently in 2017 through Ordinance No. 1685 following a rate study, and

WHEREAS, the City Council finds that the City Manager, as advised by the Harbormaster and Marina staff, is best positioned to evaluate and adjust moorage rates on a yearly basis to respond to market forces and to maximize both revenue and use of the Marina, and

WHEREAS, the Council finds that this Ordinance provides sufficient guidance to assist the City Manager in determining rates that are fair and further the mission of the Des Moines Marina, and

WHEREAS, improvements in dock access technology and mobility aids requires that certain language contained in the Harbor Code be updated to reflect the intent of the Code, and

WHEREAS, the Council finds that the City Public Works Director has the appropriate expertise to establish traffic and parking controls for the Marina, and

WHEREAS, the Council finds that this Ordinance is necessary and appropriate to realize the full potential of the valuable asset that is the Des Moines Marina; now therefore,

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

Sec. 1. DMMC 15.04.010 and section 1 of Ordinance No. 466 as amended by section 1 of Ordinance No. 643 as amended by section 18 of Ordinance No. 993 as amended by section 1 of Ordinance No. 1011 is amended to read as follows:

Definitions.

...

(5) "Keyholder" means an owner of record who has been issued a ~~deck~~-key, fob, key card, or other access device to access a locked moorage area, or an agent of such owner of record.

...

Sec. 2. DMMC 15.04.210 and section 4(E) of Ordinance No. 466 is amended to read as follows:

Automobile traffic controls.

(1) The ~~chief of police of the city~~Public Works Director, after consultation with the harbormaster, shall establish speed and parking regulations on marina premises, which regulations shall be posted. A vehicle parked in violation of any such sign or regulations may be towed away. No person shall operate a motor vehicle in excess of the posted speed limit, or park a vehicle in violation of such signs.

(2) Vehicle parking areas are to be used only for parking in connection with the use of marina facilities.

Sec. 3. DMMC 15.04.420 and section 5(U) of Ordinance No. 466 is amended to read as follows:

Bicycles, roller skates, and skateboards.

No person shall ride, use, or employ a bicycle, roller skates, skateboard, or any other similar device upon a pier, float, or other part of the moorage area. The use of ~~wheelchairs, etc., by handicapped persons, as necessary for mobility, any device designed as a mobility aid for individuals with mobility impairments, and operated by such an individual~~ shall be exempt from the provisions of this section.

Sec. 4. DMMC 15.04.480 and section 6(B) of Ordinance No. 466 as amended by section 1 of Ordinance No. 812 as amended by section 1 of Ordinance No. 1172 as amended by section 1 of Ordinance No. 1250 as amended by section 1 of Ordinance No. 1294 as amended by section 1 of Ordinance No. 1318 as amended by section 1 of Ordinance No. 1472 as amended by section 1 of Ordinance No. 1503 as amended by section 1 of Ordinance No. 1590 as amended by section 1 of Ordinance No. 1636 as amended by section 1 of Ordinance No. 1685 is amended to read as follows:

Marina charges and fees.

(1) Monthly moorage rates for all slips, ~~dry storage, and all other goods and services~~ shall be established ~~as set forth below and as reflected on Appendix "A"* of the ordinance codified in this section which is incorporated by this reference by executive order of the City Manager and published at the office of the marina.~~ ~~Dry shed storage rates for a boat of appropriate size and boating accessories shall be set in a standard monthly amount. Dry shed rates for storage of non-boating related items, household goods and the like, without a boat of appropriate size will be set at two times the rate for boat storage. Charges for continuing services and moorage fees are payable in advance and due on or before the tenth day of each month.~~

~~(a) The prepayment discount for annual moorage in the 20- and 24-foot slips, both open and covered, is 22.5 percent, subject to the conditions set forth in the City of Des Moines Marina Rules and Regulations.~~

~~(b) The prepayment discount for annual moorage in 28-foot slips, both open and covered, is 10 percent, subject to the~~

~~conditions set forth in the City of Des Moines Marina Rules and Regulations.~~

~~(c) The prepayment discount for seasonal moorage in the 20-, 24-, and 28-foot slips, both open and covered, is set at 15 percent, subject to the conditions set forth in the City of Des Moines Marina Rules and Regulations.~~

~~(d) Rates for all other goods and services shall be established by executive order of the City Manager and published at the office of the marina. Charges for continuing services and moorage fees are payable in advance and due on or before the tenth day of each month.~~

(2) The City Manager may establish seasonal moorage rates for 20-, 24- and 28-foot slips at the Des Moines Marina which shall apply ~~for~~to new tenants signing moorage agreements on or after March 31st of any year and shall continue through October 31st of that year to reflect higher seasonal demand., at Moorage for tenants who maintain moorage past October 31 shall be billed at the regular moorage rate which time the rates shall revert to the regular posted rate and remain at that rate as so long as the tenant retains ~~their~~continuous moorage.

(3) Effective January 1, 2016, The City Manager may establish annual moorage prepayment rates for 20-, 24-, and 28-foot slips that will apply for any new or current tenant in those moorages that pays for one year's (12 months) moorage in advance. The moorage rate for annual tenants that terminate their moorage before the end of the 12-month period will be recalculated at the monthly rate before the balance, if any, is refunded.

(4) The baseline for rates for general moorage berths, seasonal rates in the 20-, 24-, and 28 foot slips, annual rates for the 20-, 24-, and 28 foot slips, and dry shed storage shall be as reflected on Appendix "A"* of the ordinance codified in this section which is incorporated herein by this reference. The baseline rates contained in Appendix "A" shall take effect January 1, 2016. Dry shed storage rates for a boat of appropriate size and boating accessories shall be set in a standard monthly amount. Dry shed rates for storage of non-boating related items, household goods and the like, without a boat of appropriate size will be set at two times the rate for boat storage.

(5) Persons using the marina facilities shall pay in full all applicable state and federal taxes imposed by statute including the State Leasehold Excise Tax (chapter 82.29A RCW) as adopted by the City in Ordinance No. 387, passed by the City Council April 15, 1976, and codified in chapter 3.72 DMMC as presently constituted or as may be subsequently amended.

(6) Persons using the marina facilities shall pay for all electricity and other utilities or services which shall be furnished to their berth at the established rates provided by the applicable schedule of rates posted by the City.

(7) Formula to Establish ~~Future~~ Rates. The ~~baselinepresumptive for rates~~ for ~~general each class of~~ moorage to be established by the City Manager pursuant to this section shall be calculated for each year beginning January 1, ~~annual moorage,~~ and ~~seasonal moorage in the 20-, 24- and 28-foot slips and dry shed storage shall be the rates contained in Appendix "A" attached to the ordinance codified in this section.~~ These rates will be used to calculate total moorage due as set forth in Marina Rules 5.0 and 5.2 on January 1, 2016. On the first day of January of each succeeding year, ~~rates for all moorage berths and dry shed storage shall be established~~ by application of the Consumer Price Index, All Urban Consumers, Seattle-Tacoma-~~Bremerton~~Bellevue, Washington area, for the preceding 12-month period ending August 31st, published by the U.S. Department of Labor, Bureau of Labor Statistics (hereinafter, "CPI") to the rate of the previous year. ~~Rates to be effective on January 1, 2017, shall be established by multiplying the baseline rates contained in this section by the CPI percentage published for the period ending August 31, 2016, and adding the results to the baseline rate. In no event shall the amount added to the baseline rates be less than zero. Rates effective on the first day of January of each succeeding year shall be established by applying the CPI in a like manner to the rates of the previous year. The City Manager may deviate from the presumptive rates in setting moorage rates as appropriate to address current market conditions. The presumptive rates shall take effect on January 1 of each year in the absence of a new executive order.~~

Sec. 5. Severability - Construction.

Ordinance No. ____
Page 6 of 6

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

(2) If the provisions of this ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this ordinance is deemed to control.

Sec. 6. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 2021 and signed in authentication thereof this ____ day of _____, 2021.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____