

AGENDA

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

June 11, 2020 – 5:00-8:00 p.m.

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

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

- (1) In writing, either by email to the Deputy City Clerk at tkeane@desmoineswa.gov or by mail; Attn: City Clerk, 21630 11th Avenue S., Des Moines WA 98198 no later than 4:00 on Thursday, June 11, 2020. Only your name and the subject of your public comment will be read into the record at the Council meeting. The full written correspondence will be scanned and attached to the Council packet and uploaded to the website as part of the permanent record.**
- (2) By participation via Zoom. If you wish to provide oral public comment please email the Deputy City Clerk no later than 4:00 p.m. on Thursday, June 11, 2020 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.**
 - Email Address: tkeane@desmoineswa.gov**
 - Please Put in Subject Line: Public Comment for June 11, 2020 City Council Meeting**

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

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC VIA ZOOM/WRITTEN PUBLIC COMMENT

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

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

- Page 5 Item 1: QUARTERLY FINANCE REPORT
- Item 2: NORTH MARINA BULKHEAD RENOVATION

CONSENT CALENDAR

- Page 19 Item 1: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers through June 4, 2020 in the attached list and further described as follows:
- | | | | |
|---------------------------|----------------|----|------------|
| Total A/P Checks/Vouchers | #160798-160865 | \$ | 399,254.13 |
| Electronic Wire Transfers | # 1461-1465 | \$ | 342,591.04 |
| Payroll Checks | # 19382-19382 | \$ | 435.08 |
| Payroll Direct Deposit | #230001-230150 | \$ | 365,322.35 |
- Total Checks and Wires for A/P and Payroll: \$1,107,602.60
- Page 21 Item 2: CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM
Motion is to approve the Fiscal Year 2020 Coronavirus Emergency Supplemental Funding Program grant award, and authorize the City Manager to sign the agreement to receive the funds substantially in the form as attached.
- Page 29 Item 3: WOODMONT LANDSLIDE EMERGENCY REPAIRS – CIP BUDGET AMENDMENT AND PROPERTY ACQUISITION
Motion 1 is to direct staff to bring forward a budget amendment to the 2020-2025 Capital Improvement Plan and the 2020 Capital Budget to include the Woodmont Emergency Landslide repairs.
- Motion 2** is to ratify and approve the executed Vacant Land Purchase and Sale Agreement for the purchase of the property identified by King County Tax Parcel Number 9536600530 in Des Moines, for the purchase price of \$15,000.00 plus closing costs, and direct City Staff to bring forward a budget amendment to the 2020-2025 Capital Improvement Plan and the 2020 Capital Budget reflecting the cost for the purchase.
- Page 51 Item 4: INTER-LOCAL AGREEMENT FOR SEA-TAC AIRPORT SUSTAINABLE AIRPORT MASTER PLAN, ENVIRONMENTAL REVIEW AND ANALYSIS
Motion is to ratify the City Manager's approval of the addendum to the ILA between the Cities of Burien, Des Moines, Normandy Park and SeaTac for environmental review of the Sea-Tac Airport Sustainable Airport Master Plan, substantially in the form as attached.

- Page 61 Item 5: INTERLOCAL AGREEMENT – VALLEY SPECIAL WEAPONS AND TACTICS TEAM
Motion is to approve Addendum 1 to the ILA between Auburn, Federal Way, Kent, Renton, Tukwila and Port of Seattle authorizing the City of Des Moines to join the Valley Special Weapons and Tactics Team, and to authorize the City Manager to sign the Addendum substantially in the form as attached.
- Page 83 Item 6: PORT OF SEATTLE ECONOMIC DEVELOPMENT AGREEMENT
Motion is to ratify and approve the Port of Seattle Economic Development Grant – Phase 4.
- Page 93 Item 7: 4CULTURE GRANT ACCEPTANCE – ARTS COMMISSION
Motion is to ratify the acceptance of the grant from 4Culture for Sustained Support in the amount of \$7,500 for the City of Des Moines Arts Commission programs and authorize the City Manager to sign the grant documents substantially in the forms as attached for forthcoming years.
- Page 103 Item 8: 2020 SURFACE WATER COMPREHENSIVE PLAN UPDATE: CONSULTANT ON-CALL AGREEMENT TASK ASSIGNMENT FOR ENGINEERING SERVICES
Motion is to approve the 2020-2021 On-Call General Civil Engineering Services Task Order Assignment 2020-01 with Parametrix, that will provide a mid-plan update to the City's current Surface Water Comprehensive Plan in the amount of \$135,535.74, plus a 10% contingency, and further authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted.
- Page 115 Item 9: US DOJ JUSTICE ASSISTANCE GRANTS – FY18 & 19 MOU REVISIONS
Motion is to approve the revised Memorandum of Understandings for fiscal years 2018 and 2019 US Department of Justice, Justice Assistance Grants, and authorize the City Manager to sign the agreements substantially in the form as attached.
- Page 133 Item 10: DRAFT ORDINANCE NO. 20-032 RELATING TO BUSINESS LICENSES AND AMENDING DMMC 5.04.020, 5.04.030 AND 5.04.040
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 20-032 on first reading.

Motion 2 is to enact Draft Ordinance No. 20-032 authorizing an amendment to the DMMC 5.040.020, 5.04.030 and 5.04.040 to allow amendments to business license fees and penalties.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Page 141 Item 1: PUBLIC HEARING TO CONSIDER DRAFT ORDINANCE 19-112
RELATING TO CODE CLEAN-UP ITEMS TO CORRECT
OMISSIONS, ERRORS, AND INCONSISTENCIES AND TO
CLARIFY CITY COUNCIL INTENT
Staff Presentation: Principal Planner Laura Techico

NEW BUSINESS

Page 161 Item 1: BUSINESS LICENSE FEE SCHEDULE, EFFECTIVE JULY
1, 2020
Staff Presentation: Finance Director Beth Anne Wroe

EXECUTIVE SESSION**NEXT MEETING DATE**

June 25, 2020 City Council Regular Meeting

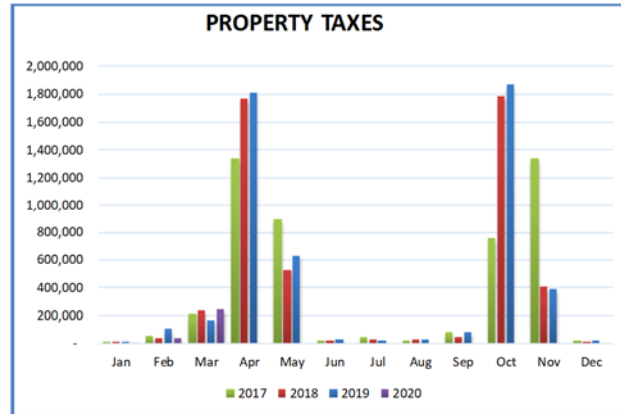
ADJOURNMENT

MAJOR REVENUE TRENDS

(CASH BASIS)

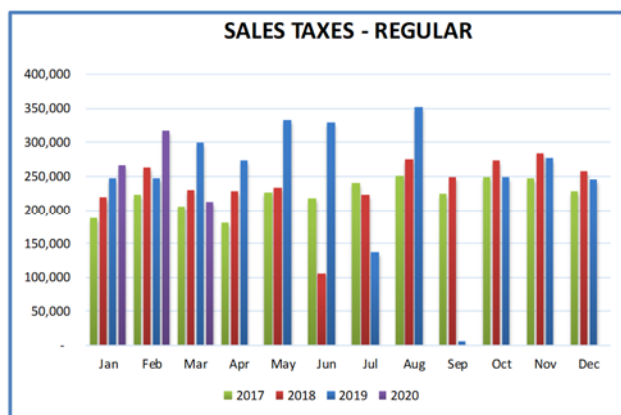
This financial report provides a summary budget vs. actual comparisons of revenues and expenditures as of March 31, 2020. This financial report is a snapshot of fund activity prior to the generation of and formal audit of the financial statements.

2020 YTD Compared to 2019 YTD:				9,416	3.3%
	2020	2019	2018	2017	PY YTD
Jan	7,893	13,860	16,419	10,191	0.3%
Feb	42,956	104,282	36,447	52,372	2.3%
Mar	244,488	167,779	232,292	207,664	5.5%
Apr		1,810,494	1,766,445	1,341,941	40.5%
May		630,874	530,338	892,976	52.7%
June		33,867	24,549	22,136	53.4%
Jul		18,767	32,153	45,386	53.7%
Aug		33,071	27,125	22,470	54.4%
Sep		82,238	50,170	78,305	56.0%
Oct		1,866,328	1,781,413	757,497	92.1%
Nov		391,916	404,598	1,334,765	99.6%
Dec		18,537	16,001	20,037	100.0%
Totals	295,337	5,172,013	4,917,950	4,785,740	
2020 YTD Compared to Budget:				5,222,110	5.7%



Property Taxes represent the largest source of revenue for the General Fund. Year-to-date the City has received \$295,337 or 5.7% of taxes levied. The majority of property taxes are received in the months of April and October.

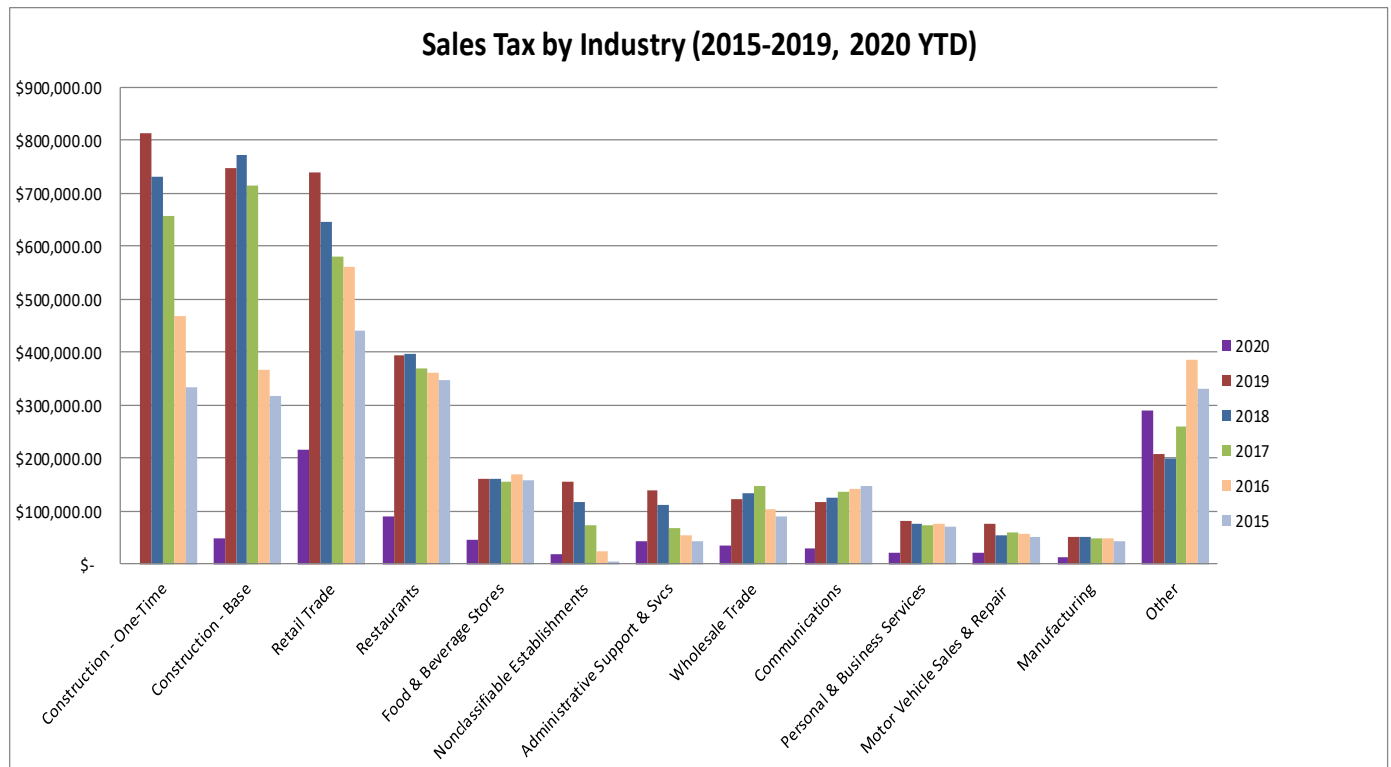
2020 YTD Compared to 2019 YTD:				477	0.1%
	2020	2019	2018	2017	PY YTD
Jan	265,951	246,986	219,835	188,813	8.2%
Feb	316,815	248,141	263,849	222,214	16.5%
Mar	212,562	299,723	230,669	206,184	26.5%
Apr		272,874	228,365	180,327	35.6%
May		333,869	234,241	225,772	46.7%
Jun		330,267	105,465	218,517	57.7%
Jul		136,614	222,961	240,702	62.3%
Aug		352,783	274,972	251,535	74.0%
Sep		5,997	249,032	225,110	74.2%
Oct		249,688	274,171	248,661	82.6%
Nov		277,923	283,547	248,226	91.8%
Dec		245,437	258,734	228,030	100.0%
Totals	795,328	3,000,303	2,845,841	2,684,092	
2020 YTD Compared to Budget:				3,009,660	26.4%



Sales tax-regular budgeted for 2020 is 27.3% of the General Fund revenue budget. Sales tax revenue through the end of March was \$477 (0.1%) higher in 2020 compared to YTD March 2019. Revenue from retail trade accounts for 24.8% of total 2020 sales tax revenue. Revenue from retail trade increased by 17.1% compared to YTD March 2020.

Industry (Category)	YTD	Fiscal Year				
	2020	2019	2018	2017	2016	2015
Construction - One-Time	\$ -	814,984	731,105	657,386	468,080	334,694
Construction - Base	48,221	748,890	773,445	713,638	365,726	316,290
Retail Trade	215,737	740,885	647,489	581,065	561,544	441,690
Restaurants	89,229	395,461	395,916	368,997	362,289	347,482
Food & Beverage Stores	44,845	161,051	162,298	156,416	168,681	158,304
Nonclassifiable Establishments	18,167	156,745	115,902	72,112	24,723	4,990
Administrative Support & Svcs	42,346	138,084	112,638	66,631	52,816	43,467
Wholesale Trade	35,079	121,769	134,124	146,801	104,798	88,477
Communications	28,255	116,988	124,333	135,193	140,595	148,014
Personal & Business Services	20,699	80,327	75,305	74,182	74,762	70,156
Motor Vehicle Sales & Repair	22,240	77,307	54,092	60,209	57,894	51,653
Manufacturing	14,136	52,117	50,744	48,375	49,899	41,846
Other	288,997	206,329	199,556	260,082	386,847	330,755

TOTAL 867,952 3,810,937 3,576,947 3,341,087 2,818,655 2,377,818

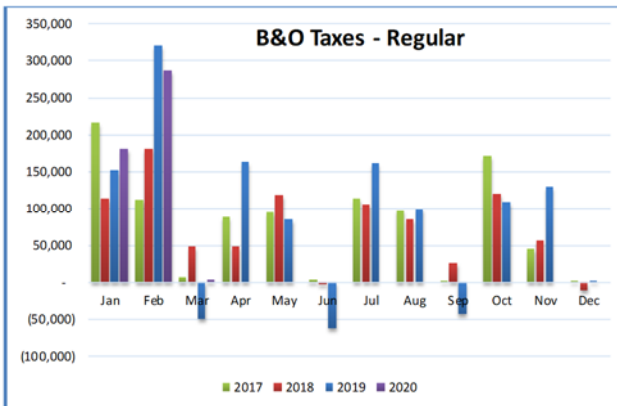


The above amounts reflect both Regular and One-Time sales tax collections.

MAJOR REVENUE TRENDS

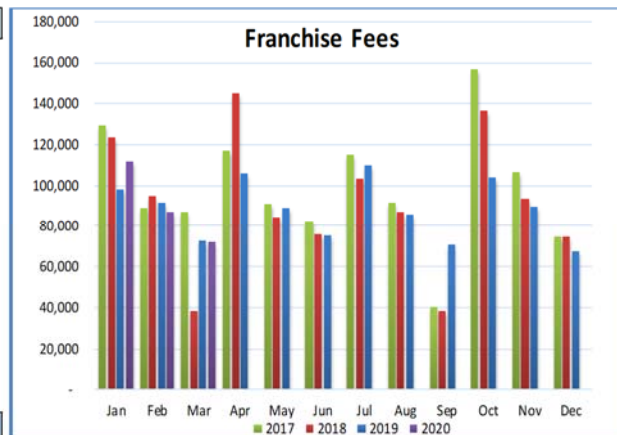
(Cash Basis -Continued)

2020 YTD Compared to 2019 YTD:					50,213	11.9%
	2020	2019	2018	2017	PY YTD	
Jan	181,573	151,817	114,329	216,324	14.2%	
Feb	287,559	320,145	181,623	112,795	44.1%	
Mar	3,664	(49,379)	48,000	6,291	39.5%	
Apr		163,580	48,450	89,260	54.8%	
May		84,751	118,467	94,829	62.7%	
Jun		(61,658)	(2,120)	3,205	57.0%	
Jul		162,620	106,022	114,496	72.2%	
Aug		99,602	84,875	97,730	81.5%	
Sep		(43,349)	25,957	2,767	77.4%	
Oct		109,547	120,989	171,216	87.7%	
Nov		130,096	56,044	44,658	99.8%	
Dec		1,873	(10,796)	1,400	100.0%	
Totals	472,796	1,069,646	891,840	954,972		
2020 YTD Compared to Budget:					1,155,000	40.9%



Business and occupation (B&O) taxes are imposed on all business activity occurring within the Des Moines city limits. B&O tax revenue through the end of March was \$50,213 (11.9%) higher in 2020 compared to YTD March 2019.

2020 YTD Compared to 2019 YTD:					8,818	3.4%
	2020	2019	2018	2017	PY YTD	
Jan	112,153	98,411	123,726	129,401	9.3%	
Feb	86,857	91,424	94,879	89,045	17.9%	
Mar	72,149	72,505	38,037	87,325	24.7%	
Apr		106,009	145,331	116,973	34.7%	
May		89,027	84,654	91,363	43.1%	
Jun		75,646	75,876	82,575	50.2%	
Jul		109,784	103,551	115,316	60.6%	
Aug		85,899	87,305	91,478	68.7%	
Sep		71,000	38,146	40,214	75.4%	
Oct		103,791	136,538	156,940	85.2%	
Nov		89,875	93,389	106,415	93.6%	
Dec		67,430	74,794	74,885	100.0%	
Totals	271,159	1,060,801	1,096,226	1,181,930		
2020 YTD Compared to Budget:					1,120,000	24.2%

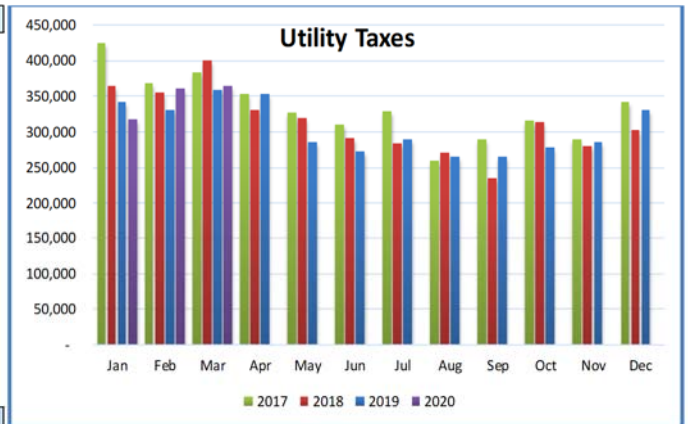


Franchise fees are collected monthly and the year-to-date amount is \$271,159 or 24.2% of budget.

MAJOR REVENUE TRENDS

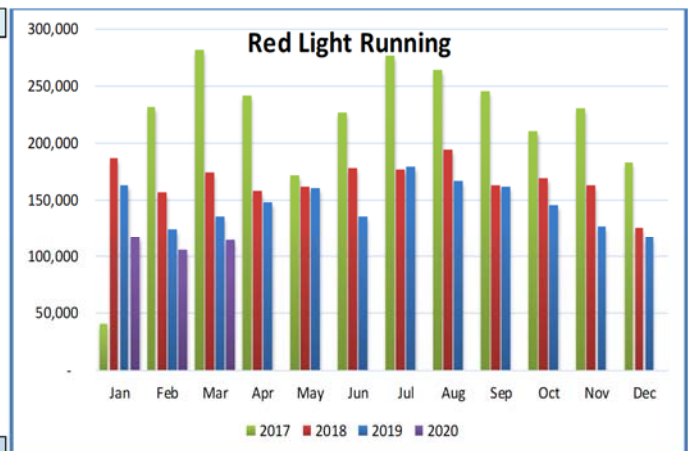
(Cash Basis -Continued)

2020 YTD Compared to 2019 YTD:					10,910	1.1%
	2020	2019	2018	2017	PY YTD	
Jan	317,812	343,389	364,526	424,753	9.4%	
Feb	361,372	331,231	356,373	369,100	18.4%	
Mar	365,521	359,176	401,190	384,143	28.2%	
Apr		352,907	331,071	354,597	37.8%	
May		286,910	319,357	326,610	45.7%	
Jun		272,764	291,360	311,295	53.1%	
Jul		289,744	283,591	330,214	61.0%	
Aug		266,484	270,950	259,947	68.3%	
Sep		266,438	236,382	289,489	75.6%	
Oct		278,817	314,663	315,656	83.2%	
Nov		285,724	279,898	289,793	91.0%	
Dec		330,565	302,618	342,218	100.0%	
Totals	1,044,705	3,664,147	3,751,979	3,997,816		
2020 YTD Compared to Budget:					3,801,419	27.5%



Utility taxes are the second largest source of General Fund revenue, comprising 34.7% of all tax revenue in the General Fund. Utility taxes are levied on the gross income derived from the sales of electricity, natural gas, solid waste collection, cable television, telephone, and stormwater services provided within city limits and are collected monthly.

2020 YTD Compared to 2019 YTD:					(86,215)	-20.4%
	2020	2019	2018	2017	PY YTD	
Jan	117,300	162,826	186,912	41,052	9.3%	
Feb	105,681	124,681	157,163	232,138	17.1%	
Mar	114,283	135,971	174,355	281,581	25.8%	
Apr		148,371	158,143	242,435	33.6%	
May		160,197	162,501	172,049	41.7%	
Jun		136,007	178,283	227,114	50.6%	
Jul		179,257	176,829	277,288	59.4%	
Aug		166,795	195,111	264,954	69.1%	
Sep		162,479	163,580	245,831	77.2%	
Oct		146,326	169,926	210,839	85.6%	
Nov		127,347	162,918	230,840	93.7%	
Dec		117,418	126,092	183,507	100.0%	
Totals	337,264	1,767,675	2,011,813	2,609,628		
2020 YTD Compared to Budget:					1,750,000	19.3%

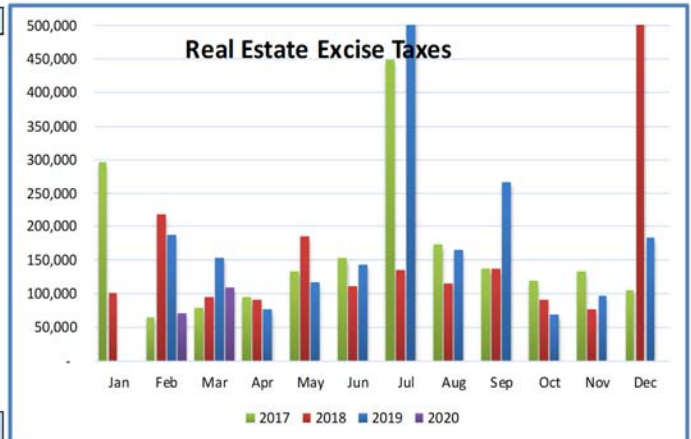


The Red Light Running program has two elements; structural on-going revenue which is \$1.5M and one-time revenue \$250,000 of the \$1.75M budget. Year-to-date collection is 19.3% of budget and is lower than anticipated.

MAJOR REVENUE TRENDS (CASH BASIS - Continued)

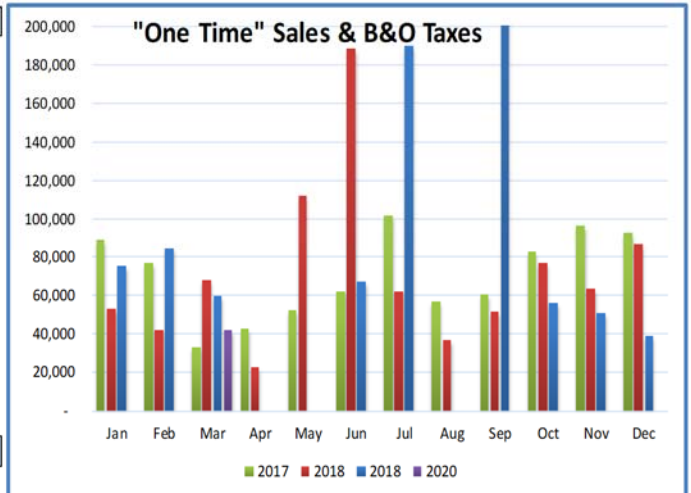
CIP FUNDING SOURCES

2020 YTD Compared to 2019 YTD:					(232,320)	-56.2%
	2020	2019	2018	2017	PY YTD	
Jan	-	-	100,179	296,469	0.0%	
Feb	71,324	186,376	218,634	64,190	9.5%	
Mar	109,552	153,182	94,383	78,233	17.3%	
Apr		77,867	92,064	95,642	21.2%	
May		117,781	184,602	132,598	27.2%	
Jun		143,243	111,822	152,999	34.5%	
Jul		507,720	134,460	448,867	60.4%	
Aug		164,873	114,749	173,469	68.7%	
Sep		266,579	137,688	136,573	82.3%	
Oct		68,453	91,501	118,772	85.8%	
Nov		96,496	77,299	132,237	90.7%	
Dec		182,696	758,105	105,037	100.0%	
Totals	180,876	1,965,267	2,115,486	1,935,085		
2020 YTD Compared to Budget:					1,260,000	14.4%



The City collected \$180,876 in Real Estate Excise Tax (REET) revenue year-to-date and REET revenue through the end of March was (\$232,320) (56.2%) lower in 2020 compared to YTD March 2019. REET revenues can be somewhat volatile, since they depend on both the volume of real estate sales and the sale value of properties sold.

2020 YTD Compared to 2019 YTD:					(178,567)	-181.1%
	2020	2019	2018	2017	PY YTD	
Jan	-	75,168	53,243	89,266	7.7%	
Feb	-	85,159	42,028	76,783	16.3%	
Mar	41,745	59,986	67,676	33,370	22.4%	
Apr		-	22,899	42,775	22.4%	
May		-	112,228	52,185	22.4%	
Jun		66,863	188,990	62,293	29.3%	
Jul		190,312	61,955	101,589	48.6%	
Aug		-	36,798	56,915	48.6%	
Sep		358,780	51,661	60,445	85.2%	
Oct		56,014	76,662	82,400	90.9%	
Nov		50,776	63,324	97,018	96.1%	
Dec		38,647	86,876	92,746	100.0%	
Totals	41,745	981,704	864,339	847,785		
2020 YTD Compared to Budget:					525,000	8.0%



Normally all "one-time" sales and B&O tax revenues are designated for capital improvements; however, due to the need to address the financial impacts to the COVID-19 pandemic the City Council approved an Ordinance at their April 9, 2020 City Council meeting. This suspends the restrictions on the use of one-time revenue for capital improvements and allow the use of the revenue to account for lost revenue and increased costs from the COVID-19 crisis.

GENERAL FUND 001

2020 REVISED BUDGET				2020 Year to Date ACTUAL					
ANNUAL 12 MONTHS				MARCH					
	REVENUES	EXPENDITURES	NET	REVENUES	%**	EXPENDITURES	%**	NET	
BEGINNING FUND BALANCE			4,500,950					5,837,998	
<u>Unrestricted Revenues</u>									
Unrestricted Taxes	13,458,189		13,458,189	2,690,556	20%				
One Time Sales/B&O Taxes	525,000		525,000	41,745	8%				
Unrestricted Franchise Fees	1,120,000		1,120,000	271,158	24%				
Business Licenses	298,000		298,000	63,375	21%				
State/City Assistance	75,000		75,000	27,161	36%				
Miscellaneous	120,000		120,000	105,228	88%				
Total Unrestricted Revenues	15,596,189		15,596,189	3,201,688	21%			3,201,688	21%
<u>Policy & Support Services</u>									
Support Services Chargebacks	3,692,810	-	3,692,810	944,876	26%	-	-	944,876	26%
City Council	-	94,547	(94,547)	-	-	20,855	22%	(20,855)	22%
City Manager	32,000	2,072,070	(2,040,070)	11	0%	472,167	23%	(472,156)	23%
Financial Services	60,000	1,320,001	(1,260,001)	0	0%	313,317	24%	(313,317)	25%
Technology Services	831,842	898,626	(66,784)	209,514	25%	367,035	41%	(157,521)	236%
Legal	-	849,748	(849,748)	-	-	184,688	22%	(184,688)	22%
Bldg & Facility Maint	-	390,805	(390,805)	-	-	120,231	31%	(120,231)	31%
Total Policy & Support Services	4,616,652	5,625,797	(1,009,145)	1,154,400	25%	1,478,293	26%	(323,893)	32%
<u>Public Safety Services</u>									
Restricted - Public Safety	3,483,836	-	3,483,836	765,197	22%	-	-	765,197	22%
Court	122,100	1,473,811	(1,351,711)	28,715	24%	406,626	28%	(377,911)	28%
Probation	67,000	229,519	(162,519)	37,585	56%	66,656	29%	(29,071)	18%
EMS/Fire/Jail/Public Defense	43,846	874,976	(831,130)	10,060	23%	199,379	23%	(189,319)	23%
Police	347,920	11,861,659	(11,513,739)	81,619	23%	2,895,298	24%	(2,813,678)	24%
Total Public Safety Services	4,064,702	14,439,965	(10,375,263)	923,177	23%	3,567,959	25%	(2,644,782)	25%
<u>Community Services</u>									
Planning & Bldg (NonFee Based)	-	609,437	(609,437)	-	-	171,529	28%	(171,529)	28%
Engineering (NonFee Based)	-	295,884	(295,884)	-	-	99,398	34%	(99,398)	34%
Subtotal	-	905,321	(905,321)	-	-	270,926	30%	(270,926)	30%
Park Maintenance	31,160	1,069,432	(1,038,272)	-	0%	214,966	20%	(214,966)	21%
Parks & Community Relations	15,000	219,885	(204,885)	3,790	25%	62,402	28%	(58,612)	29%
Arts Program	9,500	101,737	(92,237)	-	0%	4,854	5%	(4,854)	5%
Senior & Human Services	289,350	927,203	(637,853)	35,117	12%	134,331	14%	(99,215)	16%
Recreation Programs	1,223,624	1,449,600	(225,976)	151,520	12%	350,600	24%	(199,080)	88%
Beach Park Rentals	310,800	555,035	(244,235)	78,415	25%	120,553	22%	(42,138)	17%
Subtotal	1,879,434	4,322,892	(2,443,458)	268,841	14%	887,707	21%	(618,866)	25%
Total Community Services	1,879,434	5,228,213	(3,348,779)	268,841	14%	1,158,634	22%	(889,792)	27%
<u>Transfers Out</u>									
Capital & Debt	-	396,049	(396,049)	-	-	-	0%	-	0%
One Time Sales/ B&O Tax	-	525,000	(525,000)	-	-	-	0%	-	0%
Total Transfers	-	921,049	(921,049)	-	-	-	0%	-	0%
TOTAL GENERAL FUND	26,156,977	26,215,024	(58,047)	5,548,107	21%	6,204,885	24%	(656,779)	1131%
ENDING FUND BALANCE			4,442,903					5,181,219	
** March is month 3 of 12 = 25%								19.8%	
16.67% Minimum Ending Fund Balance			4,370,045						

SPECIAL REVENUE FUND 105 (DEVELOPMENT - FEE BASED)

2020 REVISED BUDGET				2020 Year to Date ACTUAL					
ANNUAL 12 MONTHS				MARCH					
	REVENUES	EXPENDITURES	NET	REVENUES**	% **	EXPENDITURES	% **	NET	
BEGINNING FUND BALANCE			3,810,472					4,260,517	
<i>Community Services (PBPW Fee Based)</i>									
Interest Earnings	30,000	-	30,000	2,534	8%	-	-	2,534	8%
Planning (Fee Based)	240,900	722,931	(482,031)	63,258	26%	179,245	25%	(115,988)	24%
Recycle Grant	44,330	46,078	(1,748)	4,853	11%	3,426	7%	1,427	-82%
Building & Permits (Fee Based)	1,488,784	881,325	607,459	385,981	26%	231,351	26%	154,630	25%
Minor Home Repair Grant	32,000	32,000	-	1,390	4%	1,390	4%	-	-
Engineering (Fee Based)	1,057,009	1,292,410	(235,401)	195,837	19%	232,642	18%	(36,805)	16%
TOTAL PBPW Fee Based	2,893,023	2,974,744	(81,721)	653,854	23%	648,055	22%	5,799	-7%
ENDING FUND BALANCE			3,728,751					4,266,316	

** March is month 3 of 12 = 25%

Fund Activity Year-to-Date through March 31, 2020				
Fund	Beginning Fund Balance	Revenues & Transfers-In	Expenditures & Transfers-Out	Ending Fund Balance
Special Revenue Funds:				
Street	847,392	315,917	341,247	822,062
Arterial Pavement	1,869,372	179,514	1,679	2,047,207
Police Drug Seizure	22,468	66	-	22,534
Hotel-Motel Tax	74,489	18,015	6,145	86,360
Affordable Housing Sales Tax	-	2,387	-	2,387
Redondo Zone	23,341	8,008	19,717	11,632
Waterfront Zone	119,768	41,618	23,766	137,620
PBPW Automation Fee	370,769	36,531	26,825	380,475
Urban Forestry	-	-	-	-
Abatement	49,455	27,952	27,705	49,701
Automated Speed Enforcement (ASE)	654,141	71,544	27,118	698,567
Transport Benefit District	192,617	245,104	-	437,721
Debt Service Funds:				
REET 1 Eligible Debt Service	16,110	-	1,174	14,936
REET 2 Eligible Debt Service	35,056	-	3,534	31,522
2018 LTGO & Refunding Bonds	112,641	331	-	112,972
Capital Project Funds:				
REET 1	2,306,352	107,405	-	2,413,757
REET 2	1,823,349	97,411	-	1,920,760
Park Levy	13,056	38	-	13,094
Park in Lieu	228,271	1,908	-	230,179
One-Time Sales & B&O Tax Revenues	2,636,090	7,011	-	2,643,101
Municipal Capital Improvements	3,179,185	65,966	1,228,137	2,017,014
Transportation Capital Improvements	1,602,503	428,201	593,119	1,437,585
Traffic in Lieu	127,771	375	-	128,146
Traffic Impact - Citywide	351,230	30,270	-	381,500
Traffic Impact - Pac Ridge	585,158	1,130	-	586,288
Internal Service Funds:				
Equipment Rental Operations	388,877	134,806	117,546	406,137
Equipment Rental Replacement	4,849,345	890	33,554	4,816,681
Facility Major Repairs	802,426	1,970	2,319	802,077
Computer Replacement	1,406,978	61,220	2,513	1,465,685
Self Insurance	720,843	758,576	640,321	839,097
Unemployment Insurance	538,915	10,382	-	549,297

Budget vs. Actual Revenue & Transfers-In by Fund Year-to-Date through March 31, 2020				
Fund	Budget	YTD Actual	% Actual to Budget	Remaining Budget
Special Revenue Funds:				
Street	1,716,874	315,917	18.40%	1,400,957
Arterial Pavement	624,158	179,514	28.76%	444,644
Police Drug Seizure	1,250	66	5.29%	1,184
Hotel-Motel Tax	113,700	18,015	15.84%	95,685
Affordable Housing Sales Tax	-	2,387	-	(2,387)
Redondo Zone	92,850	8,008	8.63%	84,842
Waterfront Zone	199,600	41,618	20.85%	157,982
PBPW Automation Fee	129,000	36,531	28.32%	92,469
Urban Forestry	5,000	-	0.00%	5,000
Abatement	5,500	27,952	508.21%	(22,452)
Automated Speed Enforcement (ASE)	267,800	71,544	26.72%	196,256
Transport Benefit District	-	245,104	-	(245,104)
Debt Service Funds:				
REET 1 Eligible Debt Service	19,153	-	0.00%	19,153
REET 2 Eligible Debt Service	247,398	-	0.00%	247,398
2018 LTGO & Refunding Bonds	229,650	331	0.14%	229,319
Capital Project Funds:				
REET 1	659,000	107,405	16.30%	551,595
REET 2	645,000	97,411	15.10%	547,589
Park Levy	183,000	38	0.02%	182,962
Park in Lieu	362,840	1,908	0.53%	360,932
One-Time Sales & B&O Tax Revenues	547,500	7,011	1.28%	540,489
Municipal Capital Improvements	8,206,000	65,966	0.80%	8,140,034
Transportation Capital Improvements	1,701,000	428,201	25.17%	1,272,799
Traffic in Lieu	787,000	375	0.05%	786,625
Traffic Impact - Citywide	1,032,500	30,270	2.93%	1,002,230
Traffic Impact - Pac Ridge	1,500	1,130	75.34%	370
Internal Service Funds:				
Equipment Rental Operations	542,367	134,806	24.86%	407,561
Equipment Rental Replacement	668,657	890	0.13%	667,767
Facility Repair & Replacement	157,224	1,970	1.25%	155,254
Computer Replacement	231,187	61,220	26.48%	169,967
Self Insurance	760,272	758,576	99.78%	1,696
Unemployment Insurance	49,173	10,382	21.11%	38,791

Budget vs. Actual Expenditures & Transfers-Out by Fund Year-to-Date through March 31, 2020				
Fund	Budget	YTD Actual	% Actual to Budget	Remaining Budget
Special Revenue Funds:				
Street	1,830,434	341,247	18.64%	1,489,187
Arterial Pavement	925,000	1,679	0.18%	923,321
Police Drug Seizure	1,000	-	0.00%	1,000
Hotel-Motel Tax	113,300	6,145	5.42%	107,155
Affordable Housing Sales Tax	-	-	-	-
Redondo Zone	82,762	19,717	23.82%	63,045
Waterfront Zone	133,339	23,766	17.82%	109,574
PBPW Automation Fee	107,300	26,825	25.00%	80,475
Urban Forestry	5,000	-	0.00%	5,000
Abatement	200	27,705	13852.64%	(27,505)
Automated Speed Enforcement (ASE)	482,000	27,118	5.63%	454,882
Transport Benefit District	-	-	-	-
Debt Service Funds:				
REET 1 Eligible Debt Service	18,346	1,174	6.40%	17,172
REET 2 Eligible Debt Service	250,585	3,534	1.41%	247,051
2018 LTGO & Refunding Bonds	228,900	-	0.00%	228,900
Capital Project Funds:				
REET 1	2,111,004	-	0.00%	2,111,004
REET 2	1,333,398	-	0.00%	1,333,398
Park Levy	14,000	-	0.00%	14,000
Park in Lieu	500,000	-	0.00%	500,000
One-Time Sales & B&O Tax Revenues	1,875,000	-	0.00%	1,875,000
Municipal Capital Improvements	7,337,000	1,228,137	16.74%	6,108,863
Transportation Capital Improvements	2,303,000	593,119	25.75%	1,709,881
Traffic in Lieu	-	-	-	-
Traffic Impact - Citywide	319,000	-	0.00%	319,000
Traffic Impact - Pac Ridge	-	-	-	-
Internal Service Funds:				
Equipment Rental Operations	609,269	117,546	19.29%	491,723
Equipment Rental Replacement	261,950	33,554	12.81%	228,396
Facility Repair & Replacement	179,000	2,319	1.30%	176,681
Computer Replacement	363,975	2,513	0.69%	361,462
Self Insurance	707,048	640,321	90.56%	66,727
Unemployment Insurance	30,000	-	0.00%	30,000

MARINA FUND - OPERATING, DEBT SERVICE & CAPITAL FUNDS

Year-to-Date through March 31, 2020

	2020 Budget	2020 Year-to-Date	%	2019 Budget	2019 Year-to-Date	%
Operating Revenues						
Charges for Services	\$ 3,125,814	\$ 780,624	25%	\$ 3,062,727	\$ 996,215	33%
Fuel Sales	1,201,785	113,211	9%	1,161,785	119,316	10%
Parking Fines & Moorage Late Fees	20,000	3,189	16%	20,000	6,200	31%
Intergovernmental Revenues	82,000	-	0%	-	-	-
Miscellaneous Revenues	77,416	13,437	17%	74,315	10,473	14%
Total Operating Revenues	<u>\$ 4,507,015</u>	<u>\$ 910,460</u>	<u>20%</u>	<u>\$ 4,318,827</u>	<u>\$ 1,132,204</u>	<u>26%</u>
Operating Expenses						
Salaries	804,615	140,783	17%	689,173	137,360	20%
Personnel Benefits	293,216	53,692	18%	289,075	50,286	17%
Supplies	143,103	24,832	17%	138,143	24,146	17%
Fuel Purchases	1,045,000	75,310	7%	1,010,000	88,268	9%
Services	432,210	113,845	26%	458,270	74,703	16%
Services - Interfund	478,882	152,758	32%	387,119	96,780	25%
Machinery & Equipment	-	3,559	-	-	2,613	-
Total Operating Expenses (excl. depreciation)	<u>3,197,026</u>	<u>564,777</u>	<u>18%</u>	<u>2,971,780</u>	<u>474,157</u>	<u>16%</u>
Operating Income (Loss)	\$ 1,309,989	\$ 345,683		\$ 1,340,861	\$ 658,047	
Non-Operating Revenues						
Interest Revenue	10,000	12,960	130%	10,000	21,535	215%
Capital Contributions	-	-	-	-	-	-
Insurance Recoveries	4,459	-	0%	4,459	-	0%
Transfer In from Fund 309	330,000	-	0%	50,000	-	0%
Total Non-Operating Revenues	<u>344,459</u>	<u>12,960</u>	<u>4%</u>	<u>64,459</u>	<u>21,535</u>	<u>33%</u>
Non-Operating Expenses						
Other Non-Operating Expenses	-	-	-	-	-	-
Capital Outlay	804,000	7,521	1%	375,000	1,893	1%
Transfer Out to Fund 310	-	-	-	500,000	-	0%
Debt Service	778,813	-	0%	782,575	-	0%
Total Non-Operating Expenses	<u>1,582,813</u>	<u>7,521</u>	<u>0%</u>	<u>1,657,575</u>	<u>1,893</u>	<u>0%</u>
Beginning Net Position - January 1st		\$ 11,833,257			\$ 10,817,386	
Ending Net Position - March 31st		<u>12,184,379</u>			<u>11,495,074</u>	
Net Change in Net Position		<u>\$ 351,122</u>			<u>\$ 677,688</u>	

March is the 3rd month of 12

25.0%

Fuel Profits (using COGS)

37,90131,048

SURFACE WATER MANAGEMENT FUND - OPERATING & CAPITAL FUNDS

Year-to-Date through March 31st

	2020 Budget	2020 Year-to-Date	%	2019 Budget	2019 Year-to-Date	%
Operating Revenues						
Charges Goods & Services	\$ 4,272,323	\$ 397,504	9%	\$ 4,071,914	\$ 243,246	6%
Intergovernmental Revenues	-	5,250	-	-	-	-
Miscellaneous	-	1,645	-	-	1,084	-
Total Operating Revenues	4,272,323	404,399	9%	4,071,914	244,331	6%
Operating Expenses						
Salaries	1,051,659	219,589	21%	909,593	231,242	25%
Personnel Benefits	479,632	88,174	18%	467,030	102,909	22%
Supplies	116,650	8,296	7%	115,785	17,374	15%
Services	1,834,711	355,877	19%	1,723,532	328,010	19%
Total Operating Expenses (excluding depreciation)	3,482,652	671,937	19%	3,215,940	679,534	21%
Operating Income (Loss) - excluding depreciation	789,671	(267,537)		855,974	(435,204)	
Non-Operating Revenues						
Interest Revenue	60,000	37,752	63%	70,000	34,757	50%
Storm Drainage Hook-Up Fees	65,000	55,293	85%	65,000	14,159	22%
Total Non-Operating Revenues	125,000	93,044	74%	135,000	48,915	36%
Non-Operating Expenses						
Capital Outlay	2,555,000	63,531	2%	1,705,000	56,814	3%
Total Non-Operating Expenses	\$ 2,555,000	63,531		\$ 1,705,000	56,814	
Beginning Net Position - January 1st		\$ 23,023,752			\$ 5,289,348	
Ending Net Position - March 31st		22,785,727			4,846,246	
Net Change in Net Position		\$ (238,025)			\$ (443,102)	

March is the 3rd month of 12

25.0%

The City of Des Moines' investment portfolio is managed in a manner to provide maximum security of principle while meeting daily cash flow demands and conforming to laws and regulations governing the investment of public funds. The primary objective of the City's investment activities, in priority order, are safety, liquidity and return on investment.

The City's Investment Policy has been adopted by Ordinance 1144 of the City Council (per Des Moines Municipal Code 3.12). Authorized investments are securities and investments authorized by State statute as defined in RCW 39.58 and further defined within the Investment Policy.

City of Des Moines
Deposits and Investment Portfolio
Year-to-date March 31, 2020

Security Type	Fair Value as of 1/1/2020	January through December Activity	Fair Value as of 3/31/2020	% of Portfolio
Federal Farm Credit Bank	\$ 5,992,890	\$ 151,030	\$ 6,143,920	14.5%
Federal Home Loan Bank	4,519,790	(2,965,235)	1,554,555	3.7%
Federal Home Loan Mtg. Corp.	1,001,750	2,037,640	3,039,390	7.2%
Residual Funding Corp.	4,700,853	46,467	4,747,320	11.2%
Freddie Mac	2,511,265	(2,511,265)	-	0.0%
US Treasury Note/Bond	2,994,840	7,650	3,002,490	7.1%
United States Treasury STRIP	1,504,547	26,243	1,530,790	3.6%
Key Bank	3,348,508	4,046,219	7,394,727	17.5%
LGIP	17,289,914	(2,457,162)	14,832,752	35.1%
Total	\$ 43,864,356	\$ (1,618,413)	\$ 42,245,943	100.0%

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CITY OF DES MOINES
Voucher Certification Approval

June 11, 2020

Auditing Officer Certification

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

As of **June 11, 2020** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers through June 4, 2020 and payroll transfers through June 5, 2020 included in the attached list and further described as follows:

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



Beth Anne Wroe, Finance Director

	# From		# To	Amounts
Claims Vouchers:				
Total A/P Checks/Vouchers	160798	-	160865	399,254.13
Voided Checks		-		0.00
Electronic Wire Transfers	1461	-	1465	342,591.04
Total claims paid				741,845.17
Payroll Vouchers				
Payroll Checks	19382	-	19382	435.08
Direct Deposit	230001	-	230150	365,322.35
Total Paychecks/Direct Deposits paid				365,757.43
Total checks and wires for A/P & Payroll				1,107,602.60

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
Coronavirus Emergency Supplemental Funding
Program

ATTACHMENTS:

1. US DOJ Grant Application and City of Des Moines Program Narrative
2. Grant Approval Notification and Grant Acceptance Documents

FOR AGENDA OF: June 11, 2020

DEPT. OF ORIGIN: Police

DATE SUBMITTED: May 21, 2020

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

☒ Legal TG

☒ Finance Catherine Wilson

☐ Courts _____

☒ Police /s/ Mark Couey

APPROVED BY CITY MANAGER

FOR SUBMITTAL: Michael Deen

Purpose and Recommendation:

The purpose of this agenda item is for City Council to consider approval of a grant through the US Department of Justice, Coronavirus Emergency Supplemental Funding (CESF) Program that will provide funding to assist eligible states, local units of government, and tribes in preventing for, and responding to the coronavirus.

Suggested Motion

MOTION: “I move to approve the Fiscal Year 2020 Coronavirus Emergency Supplemental Funding Program grant award, and authorize the City Manager to sign the agreement to receive the funds substantially in the form as attached.”

Background:

The US Department of Justice has created a Coronavirus Emergency Supplemental Funding (CESF) Program. The Des Moines Police Department submitted an application to receive funding through this program. Funds awarded must be used to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

The Des Moines Police Department has been already repeatedly impacted by contacts with COVID tested positive suspects, victims and even several officers. Full 'haz-mat' style contracted decontamination of the Police Department, substation and vehicles has resulted in significant expenses incurred. Further, a variety of Personal Protective Equipment has been purchased over the past three months such as gloves, goggles, face shields, masks, wipes, sanitizer, Tyvek suits and thermometers.

Discussion:

As a result of the City's application, the City was awarded \$37,430 through this program to be used for eligible expenses. Pursuant to the City's Municipal Code, grants awards must be approved by the City Council.

Alternatives:

Council could choose to not accept the grant funds. (Not Recommended).

Financial Impact:

The City of Des Moines will receive \$37,430 if this grant is approved.

Recommendation/Conclusion:

Police Administration, Finance, Legal and City Administration recommend accepting the funds.

Attachment #1

15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? Program is not covered by E.O. 12372
Federal	\$37,430	
Applicant	\$0	
State	\$0	
Local	\$0	
Other	\$0	
Program Income	\$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? N
TOTAL	\$37,430	
18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.		

[Close Window](#)

FY 2020 Coronavirus Emergency Supplemental Funding Program**City of Des Moines Application****Total Award \$37,430****Program Narrative****Description:**

Des Moines is a city in King County Washington with an estimated population of 31,580 residents as of 2019 according to the Washington State Office of Financial Management.

In the wake of the SARS-CoV2 pandemic, a ‘stay at home order’ was issued by Governor Inslee on March 23. This order (congruent orders were also issued by the city and county) caused a significant financial impact to citizens as well as a loss of revenue to the city and its ability to provide services.

In order to prevent, prepare for and respond to the coronavirus, the Des Moines Police Department has done the following which has incurred expenses above and beyond the daily scope of work for which it was created:

- Provided/providing staff to the activated Emergency Operations Center (EOC)
- Provided/providing meals to staff at the EOC
- Provided laptop computers and other tools for staff to assist them to shelter in place while continuing to work from home as efficiently and effectively as possible
- Initiated a continuing campaign to use and issue sanitizer and other cleaners for personnel and office areas

- Initiated an on campaign to provide masks, gloves, eye protection, Tyvek suits and other personal protective equipment (PPE) for staff to ensure best success of protection against airborne spread of the virus
- Provided the city police coverage by backfilling officers if they have become unavailable due to coronavirus
- Provided additional law enforcement coverage using overtime as needed to protect against and prevent the spread of the virus in public where it is most vulnerable

Project Design and Implementation:

The funds requested from this grant will be used to continue the prevention and response to the Coronavirus as outlined in the ‘Description’ section of this application until full re-opening businesses and community spaces is complete. Des Moines PD will collaborate with other city agencies to make best use of resources and to ensure maximum benefit from this grant is achieved by the City.

Capabilities and Competencies:

Des Moines Police Department (DMPD) is a partner in Emergency Management within South King County Fire & Rescue (SKFR). The DMPD has an administrative sergeant that monitors, tracks and distributes purchased supplies and equipment, including PPE as they are needed. Purchased equipment for this Coronavirus emergency is securely stored in a separate area in the station and regularly inventoried.

DMPD utilizes the City of Des Moines Fiscal Unit and has the ability to capture specific project purchases and time and effort without co-mingling, supplanting or double billing. Purchases specific to this grant are tracked by coding them as **COVID19** for specific items and

on overtime slips for reporting and reimbursement. Des Moines has been the recipient of JAG funds for decades and has handled associated financial duties successfully.

Timekeeping staff are continuously monitoring coding on timecards and have developed a process to allow grant managers to review overtime coding prior to processing to ensure that it is accurate.

Grants and Contracts staff attend an annual training to keep abreast of nuances added to federal financial grant management. Supervisory staff have an average of more than 20 years of grant management experience and is able to determine what is allowable, allocable and eligible for reimbursement under this project.

Plan for Collecting the Data Required for this Solicitation's Performance

Command Staff meet regularly with supervisors to share information about the success and progress of programs. The COVID19 Response is a priority at this time and weekly bulletins are routed to all staff explaining what changes are being made to business processes. There is a library of information stored the Lexipol Knowledge Management System available for review and reporting is transmitted bi-weekly to Finance data that is processed daily.

Staff are able to mine the programmatic and financial data to make the quarterly, semi-annual, annual and closing reports necessary for this grant. Staff have received DOJ Grants Financial Management Training. Various city records and documents are all available for inspection upon request.

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Woodmont Landslide Emergency
Repairs – CIP Budget Amendment and
Property Acquisition

AGENDA OF: June 11, 2020

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 6, 2020

ATTACHMENTS:

1. December 20, 2019 Proclamation of
Emergency
2. Vacant Land Purchase and Sale Agreement
3. Project CIP Worksheet

CLEARANCES:

[X] Community Development *Susan M. Cize*
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Public Works *RBC*

CHIEF OPERATIONS OFFICER: *DSB*

[X] Legal *JG*
 [X] Finance *BAW*
 [] Courts N/A
 [] Police N/A

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

Purpose and Recommendation:

The purpose of this agenda item is for City Council to authorize City Staff to process a 2020 budget amendment related to the emergency measures taken known as the Woodmont Emergency Landslide Repairs as declared by the December 20th, 2019 Proclamation of Emergency (Attachment 1) and to ratify the Vacant Land Purchase and Sale Agreement with Thomas J Orseno for the purposes of acquiring the property identified as King County Tax Parcel Number 9536600530 (Attachment 2).

Suggested Motion(s)

Motion 1: “I move to direct City Staff to bring forward a budget amendment to the 2020-2025 Capital Improvement Plan and the 2020 Capital Budget to include the Woodmont Emergency Landslide Repairs.”

Motion 2: “I move to ratify and approve the executed Vacant Land Purchase and Sale Agreement for the purchase of the property identified by King County Tax Parcel Number 9536600530 in Des Moines, for the purchase price of \$15,000.00 plus closing costs, and direct City Staff to bring forward a budget amendment to the 2020-2025 Capital Improvement Plan and the 2020 Capital Budget reflecting the cost for the purchase.”

Background:

On December 20, 2019, a significant rainfall event impacted the Puget Sound region resulting in a significant landslide adjacent to Woodmont Beach Drive and Marine View Drive. Damage was extensive and completely obstructed vehicular access to approximately 100 homes within the Lower Woodmont Neighborhood. The damage also prompted the closure of Woodmont Drive S just east of Marine View Drive due to roadway embankment and shoulder failure, ultimately undermining the stability of the roadway. In response, a Proclamation of Emergency was issued by the City Manager on December 20th, 2019 (Attachment 1), thereby waiving competitive bidding requirements and award of professional services and public works contracts for any emergency related work.

The City entered into contract with Scarsella Bros, Inc. to provide emergency services for landside debris removal, traffic control, storm drainage repair, roadway repair, roadway embankment repair, guardrail repair, tree removal, and all other incidental work to reopen public Rights-of-Way. The City also entered into contract with HWA GeoSciences under the City's 2018-2019 General Civil Engineering On-Call Contract to provide emergency geotechnical engineering services to guide the landslide mitigation efforts and ensure roadway stabilization measures are appropriate for this specific site. All work has been substantially and physically complete as of February 4th, 2020.

To have completed the landslide repairs, the City obtained a Construction Easement/Right of Entry for King County Tax Parcel Number 9536600530 where the majority of landslide damages occurred.

Discussion

The Woodmont Emergency Landslide Repair work performed consisted of geotechnical and civil engineering, debris cleanup, storm drainage repair and replacement, temporary traffic control, roadway embankment construction, guardrail removal and replacement, erosion control, and site monitoring. All work, disregarding the parcel purchase, is estimated to cost approximately \$245,000.00.

The acquisition of King County Tax Parcel Number 9536600530 allows the City to own and maintain the Woodmont Drive South roadway embankment repair as well as limit any future disturbance of the hillside at this specific slide location. A permanent embankment easement was reviewed for this site, but it was determined that due to the extent of damages caused by the landslide, the easement would have encumbered the entire property. The parties agreed to a purchase price of \$15,000.00, which represents a fair market value as the parcel was not suited for improvements due to topography.

Alternatives

None

Financial Impact

City Staff estimates the total cost of the emergency work to be approximately \$260,000.00 which includes all administration, engineering, construction, and Right-of-Way acquisition. It is anticipated that the following revenue sources will be utilized to cover these expenditures as illustrated in the CIP worksheet (Attachment 3). The Finance Director may recommend an alternate source of funding at the time of the budget amendment based on fund balance levels.

- \$172,500.00 Surface Water Utility
- \$87,500.00 One-Time Sales Tax

Recommendation

Staff recommends adoption of the motion(s).

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PROCLAMATION OF EMERGENCY

WHEREAS, Des Moines staff has reported to the City Manager, beginning on December 19 or December 20, 2019, a mudslide occurred in the Woodmont Beach neighborhood that has resulted in Woodmont Beach Drive being completely blocked. This road is the only access to the lower Woodmont neighborhood. Due to the mudslide, at the time of this proclamation, there is no access to and from the lower Woodmont neighborhood in the City of Des Moines, and

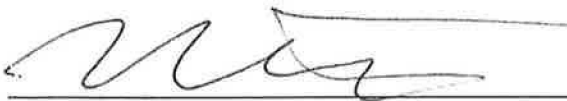
WHEREAS, these problems may last for a significant period of time and cause a threat to life and property, and

WHEREAS, this constitutes an emergency as defined by the Des Moines Comprehensive Emergency Management Plan and necessitates the utilization of emergency powers granted pursuant to chapter 2.36 DMMC, RCW 36.40.180, and RCW 38.52.070(2); now therefore,

BE IT PROCLAIMED BY THE City Manager of the City of Des Moines that an emergency exists in the City of Des Moines; therefore, the Des Moines Director of Emergency Management and City departments are authorized to take emergency actions and to provide emergency services to protect the health and safety of persons and property pursuant to the City of Des Moines Comprehensive Emergency Management Plan ("Plan"), chapter 38.52 RCW, and chapter 2.36 DMMC. As directed pursuant to the Plan, each City department is authorized to exercise the powers vested under this proclamation to enter into contracts and to incur obligations necessary to combat such victims of such disaster in the light of the exigencies of an extreme emergency situation without regard to time-consuming procedures and formalities prescribed by law (excepting mandatory constitutional requirements.)

DATED this 20th day of December, 2019.

CITY OF DES MOINES



City Manager

APPROVED AS TO FORM:



Des Moines City Attorney

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Form 25
Vacant Land Purchase & Sale
Rev. 7/19
Page 1 of 5

40244132

VACANT LAND PURCHASE AND SALE AGREEMENT SPECIFIC TERMS

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1. Date: January 9, 2020 MLS No.: _____ Offer Expiration Date: _____
2. Buyer: City of Des Moines Michael Matthias (signer)
Buyer Buyer Status
3. Seller: Thomas J Orseno
Seller Seller
4. Property: Legal Description attached as Exhibit A. Tax Parcel No(s): 9536600530
xxxxx Des Moines King WA 98198
Address City County State Zip
5. Purchase Price: \$ 15,000.00 fifteen thousand dollars Dollars
6. Earnest Money: \$ 500.00 ☒ Check; ☐ Note; ☐ Other _____ (held by ☐ Selling Firm; ☒ Closing Agent)
7. Default: (check only one) ☐ Forfeiture of Earnest Money; ☐ Seller's Election of Remedies
8. Title Insurance Company: CW Title
9. Closing Agent: CW Escrow Wendy Lemiux
Company Individual (optional)
10. Closing Date: 2/10/20; Possession Date: ☒ on Closing; ☐ Other _____
11. Services of Closing Agent for Payment of Utilities: ☐ Requested (attach NWMLS Form 22K); ☐ Waived
12. Charges/Assessments Levied Before but Due After Closing: ☐ assumed by Buyer; ☒ prepaid in full by Seller at Closing
13. Seller Citizenship (FIRPTA): Seller ☐ is; ☒ is not a foreign person for purposes of U.S. income taxation
14. Subdivision: The Property: ☐ must be subdivided before _____; ☒ is not required to be subdivided
15. Feasibility Contingency Expiration Date: ☒ 0 days after mutual acceptance; ☐ Other _____
16. Agency Disclosure: Selling Broker represents: ☒ Buyer; ☐ Seller; ☐ both parties; ☐ neither party
Listing Broker represents: ☐ Seller; ☐ both parties
17. Addenda: 22T(Title Contingency) 41C(Selling Commission)

42-agency disclosure

Buyer's Signature _____ Date _____
Buyer's Signature _____ Date _____
Buyer's Address _____
Des Moines, WA 98198
City, State, Zip _____
Phone No. _____ Fax No. _____
Buyer's E-mail Address _____
Windermere Real Estate South Inc 1840
Selling Firm MLS Office No.
Janel Stoneback 93953
Selling Broker (Print) MLS LAG No.
(206) 244-5900 (206) 478-7773 (206) 241-6837
Firm Phone No. Broker Phone No. Firm Fax No.
Burien@windermere.com
Selling Firm Document E-mail Address
Janel@windermere.com
Selling Broker's E-mail Address
111578 3553
Selling Broker DOL License No. Selling Firm DOL License No.

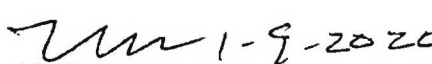
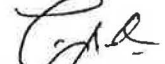
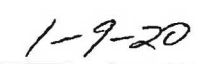
Seller's Signature _____ Date _____
Seller's Signature _____ Date _____
Seller's Address _____
City, State, Zip _____
Phone No. _____ Fax No. _____
Seller's E-mail Address _____
Listing Firm _____ MLS Office No.
Listing Broker (Print) _____ MLS LAG No.
Firm Phone No. Broker Phone No. Firm Fax No.
Listing Firm Document E-mail Address _____
Listing Broker's E-mail Address _____
Listing Broker DOL License No. Listing Firm DOL License No.

VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS

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Continued

- a. **Purchase Price.** Buyer shall pay to Seller the Purchase Price, including the Earnest Money, in cash at Closing, unless otherwise specified in this Agreement. Buyer represents that Buyer has sufficient funds to close this sale in accordance with this Agreement and is not relying on any contingent source of funds, including funds from loans, the sale of other property, gifts, retirement, or future earnings, except to the extent otherwise specified in this Agreement. The parties shall use caution when wiring funds to avoid potential wire fraud. Before wiring funds, the party wiring funds shall take steps to confirm any wire instructions via an independently verified phone number and other appropriate measures.
- b. **Earnest Money.** Buyer shall deliver the Earnest Money within 2 days after mutual acceptance to Selling Broker or to Closing Agent. If Buyer delivers the Earnest Money to Selling Broker, Selling Broker will deposit any check to be held by Selling Firm, or deliver any Earnest Money to be held by Closing Agent, within 3 days of receipt or mutual acceptance, whichever occurs later. If the Earnest Money is held by Selling Firm and is over \$10,000.00 it shall be deposited into an interest bearing trust account in Selling Firm's name provided that Buyer completes an IRS Form W-9. Interest, if any, after deduction of bank charges and fees, will be paid to Buyer. Buyer shall reimburse Selling Firm for bank charges and fees in excess of the interest earned, if any. If the Earnest Money held by Selling Firm is over \$10,000.00 Buyer has the option to require Selling Firm to deposit the Earnest Money into the Housing Trust Fund Account, with the interest paid to the State Treasurer, if both Seller and Buyer so agree in writing. If the Buyer does not complete an IRS Form W-9 before Selling Firm must deposit the Earnest Money or the Earnest Money is \$10,000.00 or less, the Earnest Money shall be deposited into the Housing Trust Fund Account. Selling Firm may transfer the Earnest Money to Closing Agent at Closing. If all or part of the Earnest Money is to be refunded to Buyer and any such costs remain unpaid, the Selling Firm or Closing Agent may deduct and pay them therefrom. The parties instruct Closing Agent to provide written verification of receipt of the Earnest Money and notice of dishonor of any check to the parties and Brokers at the addresses and/or fax numbers provided herein.
- Upon termination of this Agreement, a party or the Closing Agent may deliver a form authorizing the release of Earnest Money to the other party or the parties. The party(s) shall execute such form and deliver the same to the Closing Agent. If either party fails to execute the release form, a party may make a written demand to the Closing Agent for the Earnest Money. Pursuant to RCW 64.04, Closing Agent shall deliver notice of the demand to the other party within 15 days. If the other party does not object to the demand within 20 days of Closing Agent's notice, Closing Agent shall disburse the Earnest Money to the party making the demand within 10 days of the expiration of the 20 day period. If Closing Agent timely receives an objection or an inconsistent demand from the other party, Closing Agent shall commence an interpleader action within 60 days of such objection or inconsistent demand, unless the parties provide subsequent consistent instructions to Closing Agent to disburse the earnest money or refrain from commencing an interpleader action for a specified period of time. Pursuant to RCW 4.28.080, the parties consent to service of the summons and complaint for an interpleader action by first class mail, postage prepaid at the party's usual mailing address or the address identified in this Agreement. If the Closing Agent complies with the preceding process, each party shall be deemed to have released Closing Agent from any and all claims or liability related to the disbursement of the Earnest Money. If either party fails to authorize the release of the Earnest Money to the other party when required to do so under this Agreement, that party shall be in breach of this Agreement. For the purposes of this section, the term Closing Agent includes a Selling Firm holding the Earnest Money. The parties authorize the party commencing an interpleader action to deduct up to \$500.00 for the costs thereof.
- c. **Condition of Title.** Unless otherwise specified in this Agreement, title to the Property shall be marketable at Closing. The following shall not cause the title to be unmarketable: rights, reservations, covenants, conditions and restrictions, presently of record and general to the area; easements and encroachments, not materially affecting the value of or unduly interfering with Buyer's reasonable use of the Property; and reserved oil and/or mining rights. Seller shall not convey or reserve any oil and/or mineral rights after mutual acceptance without Buyer's written consent. Monetary encumbrances or liens not assumed by Buyer, shall be paid or discharged by Seller on or before Closing. Title shall be conveyed by a Statutory Warranty Deed. If this Agreement is for conveyance of a buyer's interest in a Real Estate Contract, the Statutory Warranty Deed shall include a buyer's assignment of the contract sufficient to convey after acquired title. If the Property has been short platted, the Short Plat number is in the Legal Description.
- d. **Title Insurance.** Seller authorizes Buyer's lender or Closing Agent, at Seller's expense, to apply for the then-current ALTA form of standard form owner's policy of title insurance from the Title Insurance Company. If Seller previously received a preliminary commitment from a Title Insurance Company that Buyer declines to use, Buyer shall pay any cancellation fees owing to the original Title Insurance Company. Otherwise, the party applying for title insurance shall pay any title cancellation fee, in the event such a fee is assessed. The Title Insurance Company shall send a copy of the preliminary commitment to Seller, Listing Broker, Buyer and Selling Broker. The preliminary commitment, and the title policy to be issued, shall contain no exceptions other than the General Exclusions and Exceptions in said standard form and Special Exceptions consistent with the Condition of Title herein provided. If title cannot be made so insurable prior to the Closing Date, then as Buyer's sole and exclusive remedy, the Earnest Money shall, unless Buyer elects to waive such defects or encumbrances, be refunded to the Buyer, less any unpaid costs described in this Agreement, and this Agreement shall thereupon be terminated. Buyer shall have no right to specific performance or damages as a consequence of Seller's inability to provide insurable title.

		
Buyer's Initials	Buyer's Initials	Seller's Initials
Date	Date	Date

**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

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Continued

- e. Closing and Possession.** This sale shall be closed by the Closing Agent on the Closing Date. "Closing" means the date on which all documents are recorded and the sale proceeds are available to Seller. If the Closing Date falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, the Closing Agent shall close the transaction on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. Buyer shall be entitled to possession at 9:00 p.m. on the Possession Date. Seller shall maintain the Property in its present condition, normal wear and tear excepted, until the Buyer is provided possession. Buyer reserves the right to walk through the Property within 5 days of Closing to verify that Seller has maintained the Property as required by this paragraph. Seller shall not enter into or modify existing leases or rental agreements, service contracts, or other agreements affecting the Property which have terms extending beyond Closing without first obtaining Buyer's consent, which shall not be unreasonably withheld.
- f. Section 1031 Like-Kind Exchange.** If either Buyer or Seller intends for this transaction to be a part of a Section 1031 like-kind exchange, then the other party shall cooperate in the completion of the like-kind exchange so long as the cooperating party incurs no additional liability in doing so, and so long as any expenses (including attorneys' fees and costs) incurred by the cooperating party that are related only to the exchange are paid or reimbursed to the cooperating party at or prior to Closing. Notwithstanding the Assignment paragraph of this Agreement, any party completing a Section 1031 like-kind exchange may assign this Agreement to its qualified intermediary or any entity set up for the purposes of completing a reverse exchange.
- g. Closing Costs and Prorations and Charges and Assessments.** Seller and Buyer shall each pay one-half of the escrow fee unless otherwise required by applicable FHA or VA regulations. Taxes for the current year, rent, interest, and lienable homeowner's association dues shall be prorated as of Closing. Buyer shall pay Buyer's loan costs, including credit report, appraisal charge and lender's title insurance, unless provided otherwise in this Agreement. If any payments are delinquent on encumbrances which will remain after Closing, Closing Agent is instructed to pay such delinquencies at Closing from money due, or to be paid by, Seller. Buyer shall pay for remaining fuel in the fuel tank if, prior to Closing, Seller obtains a written statement from the supplier as to the quantity and current price and provides such statement to the Closing Agent. Seller shall pay all utility charges, including unbilled charges. Unless waived in Specific Term No. 11, Seller and Buyer request the services of Closing Agent in disbursing funds necessary to satisfy unpaid utility charges in accordance with RCW 60.80 and Seller shall provide the names and addresses of all utilities providing service to the Property and having lien rights (attach NWMLS Form 22K Identification of Utilities or equivalent).
- Buyer is advised to verify the existence and amount of any local improvement district, capacity or impact charges or other assessments that may be charged against the Property before or after Closing. Seller will pay such charges that are or become due on or before Closing. Charges levied before Closing, but becoming due after Closing shall be paid as agreed in Specific Term No.12.
- h. Sale Information.** Listing Broker and Selling Broker are authorized to report this Agreement (including price and all terms) to the Multiple Listing Service that published it and to its members, financing institutions, appraisers, and anyone else related to this sale. Buyer and Seller expressly authorize all Closing Agents, appraisers, title insurance companies, and others related to this Sale, to furnish the Listing Broker and/or Selling Broker, on request, any and all information and copies of documents concerning this sale.
- i. Seller Citizenship and FIRPTA.** Seller warrants that the identification of Seller's citizenship status for purposes of U.S. income taxation in Specific Term No. 13 is correct. Seller shall execute a certification (NWMLS Form 22E or equivalent) under the Foreign Investment in Real Property Tax Act ("FIRPTA") at Closing and provide the certification to the Closing Agent. If Seller is a foreign person for purposes of U.S. income taxation, and this transaction is not otherwise exempt from FIRPTA, Closing Agent is instructed to withhold and pay the required amount to the Internal Revenue Service.
- j. Notices and Delivery of Documents.** Any notice related to this Agreement (including revocations of offers or counteroffers) must be in writing. Notices to Seller must be signed by at least one Buyer and shall be deemed delivered only when the notice is received by Seller, by Listing Broker, or at the licensed office of Listing Broker. Notices to Buyer must be signed by at least one Seller and shall be deemed delivered only when the notice is received by Buyer, by Selling Broker, or at the licensed office of Selling Broker. Documents related to this Agreement, such as NWMLS Form 17C, Information on Lead-Based Paint and Lead-Based Paint Hazards, Public Offering Statement or Resale Certificate, and all other documents shall be delivered pursuant to this paragraph. Buyer and Seller must keep Selling Broker and Listing Broker advised of their whereabouts in order to receive prompt notification of receipt of a notice.
- Facsimile transmission of any notice or document shall constitute delivery. E-mail transmission of any notice or document (or a direct link to such notice or document) shall constitute delivery when: (i) the e-mail is sent to both Selling Broker and Selling Firm or both Listing Broker and Listing Firm at the e-mail addresses specified on page one of this Agreement; or (ii) Selling Broker or Listing Broker provide written acknowledgment of receipt of the e-mail (an automatic e-mail reply does not constitute written acknowledgment). At the request of either party, or the Closing Agent, the parties will confirm facsimile or e-mail transmitted signatures by signing an original document.

 1-9-2020 1-9-20
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

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Continued

- k. Computation of Time.** Unless otherwise specified in this Agreement, any period of time measured in days and stated in this Agreement shall start on the day following the event commencing the period and shall expire at 9:00 p.m. of the last calendar day of the specified period of time. Except for the Possession Date, if the last day is a Saturday, Sunday or legal holiday as defined in RCW 1.16.050, the specified period of time shall expire on the next day that is not a Saturday, Sunday or legal holiday. Any specified period of 5 days or less, except for any time period relating to the Possession Date, shall not include Saturdays, Sundays or legal holidays. If the parties agree that an event will occur on a specific calendar date, the event shall occur on that date, except for the Closing Date, which, if it falls on a Saturday, Sunday, legal holiday as defined in RCW 1.16.050, or day when the county recording office is closed, shall occur on the next day that is not a Saturday, Sunday, legal holiday, or day when the county recording office is closed. If the parties agree upon and attach a legal description after this Agreement is signed by the offeree and delivered to the offeror, then for the purposes of computing time, mutual acceptance shall be deemed to be on the date of delivery of an accepted offer or counteroffer to the offeror, rather than on the date the legal description is attached. Time is of the essence of this Agreement.
- l. Integration and Electronic Signatures.** This Agreement constitutes the entire understanding between the parties and supersedes all prior or contemporaneous understandings and representations. No modification of this Agreement shall be effective unless agreed in writing and signed by Buyer and Seller. The parties acknowledge that a signature in electronic form has the same legal effect and validity as a handwritten signature.
- m. Assignment.** Buyer may not assign this Agreement, or Buyer's rights hereunder, without Seller's prior written consent, unless the parties indicate that assignment is permitted by the addition of "and/or assigns" on the line identifying the Buyer on the first page of this Agreement.
- n. Default.** In the event Buyer fails, without legal excuse, to complete the purchase of the Property, then the following provision, as identified in Specific Term No. 7, shall apply:
- i. Forfeiture of Earnest Money.** That portion of the Earnest Money that does not exceed five percent (5%) of the Purchase Price shall be forfeited to the Seller as the sole and exclusive remedy available to Seller for such failure.
- ii. Seller's Election of Remedies.** Seller may, at Seller's option, (a) keep the Earnest Money as liquidated damages as the sole and exclusive remedy available to Seller for such failure, (b) bring suit against Buyer for Seller's actual damages, (c) bring suit to specifically enforce this Agreement and recover any incidental damages, or (d) pursue any other rights or remedies available at law or equity.
- o. Professional Advice and Attorneys' Fees.** Buyer and Seller are advised to seek the counsel of an attorney and a certified public accountant to review the terms of this Agreement. Buyer and Seller shall pay their own fees incurred for such review. However, if Buyer or Seller institutes suit against the other concerning this Agreement, or if the party holding the Earnest Money commences an interpleader action, the prevailing party is entitled to reasonable attorneys' fees and expenses.
- p. Offer.** This offer must be accepted by 9:00 p.m. on the Offer Expiration Date, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, by the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If this offer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- q. Counteroffer.** Any change in the terms presented in an offer or counteroffer, other than the insertion of or change to Seller's name and Seller's warranty of citizenship status, shall be considered a counteroffer. If a party makes a counteroffer, then the other party shall have until 9:00 p.m. on the counteroffer expiration date to accept that counteroffer, unless sooner withdrawn. Acceptance shall not be effective until a signed copy is received by the other party, the other party's broker, or at the licensed office of the other party's broker pursuant to General Term j. If the counteroffer is not so accepted, it shall lapse and any Earnest Money shall be refunded to Buyer.
- r. Offer and Counteroffer Expiration Date.** If no expiration date is specified for an offer/counteroffer, the offer/counteroffer shall expire 2 days after the offer/counteroffer is delivered by the party making the offer/counteroffer, unless sooner withdrawn.
- s. Agency Disclosure.** Selling Firm, Selling Firm's Designated Broker, Selling Broker's Branch Manager (if any) and Selling Broker's Managing Broker (if any) represent the same party that Selling Broker represents. Listing Firm, Listing Firm's Designated Broker, Listing Broker's Branch Manager (if any), and Listing Broker's Managing Broker (if any) represent the same party that the Listing Broker represents. If Selling Broker and Listing Broker are different persons affiliated with the same Firm, then both Buyer and Seller confirm their consent to Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. If Selling Broker and Listing Broker are the same person representing both parties then both Buyer and Seller confirm their consent to that person and his/her Designated Broker, Branch Manager (if any), and Managing Broker (if any) representing both parties as dual agents. All parties acknowledge receipt of the pamphlet entitled "The Law of Real Estate Agency."

 1-9-2020
Buyer's Initials Date Buyer's Initials Date

 1-9-20
Seller's Initials Date Seller's Initials Date

**VACANT LAND PURCHASE AND SALE AGREEMENT
GENERAL TERMS**

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Continued

- t. **Commission.** Seller and Buyer shall pay a commission in accordance with any listing or commission agreement to which they are a party. The Listing Firm's commission shall be apportioned between Listing Firm and Selling Firm as specified in the listing. Seller and Buyer hereby consent to Listing Firm or Selling Firm receiving compensation from more than one party. Seller and Buyer hereby assign to Listing Firm and Selling Firm, as applicable, a portion of their funds in escrow equal to such commission(s) and irrevocably instruct the Closing Agent to disburse the commission(s) directly to the Firm(s). In any action by Listing or Selling Firm to enforce this paragraph, the prevailing party is entitled to court costs and reasonable attorneys' fees. Seller and Buyer agree that the Firms are intended third party beneficiaries under this Agreement.
- u. **Feasibility Contingency.** It is the Buyer's responsibility to verify before the Feasibility Contingency Expiration Date identified in Specific Term No.15 whether or not the Property can be platted, developed and/or built on (now or in the future) and what it will cost to do this. Buyer should not rely on any oral statements concerning this made by the Seller, Listing Broker or Selling Broker. Buyer should inquire at the city or county, and water, sewer or other special districts in which the Property is located. Buyer's inquiry should include, but not be limited to: building or development moratoriums applicable to or being considered for the Property; any special building requirements, including setbacks, height limits or restrictions on where buildings may be constructed on the Property; whether the Property is affected by a flood zone, wetlands, shorelands or other environmentally sensitive area; road, school, fire and any other growth mitigation or impact fees that must be paid; the procedure and length of time necessary to obtain plat approval and/or a building permit; sufficient water, sewer and utility and any service connection charges; and all other charges that must be paid. Buyer and Buyer's agents, representatives, consultants, architects and engineers shall have the right, from time to time during and after the feasibility contingency, to enter onto the Property and to conduct any tests or studies that Buyer may need to ascertain the condition and suitability of the Property for Buyer's intended purpose. Buyer shall restore the Property and all improvements on the Property to the same condition they were in prior to the inspection. Buyer shall be responsible for all damages resulting from any inspection of the Property performed on Buyer's behalf. If the Buyer does not give notice to the contrary on or before the Feasibility Contingency Expiration Date identified in Specific Term No. 15, it shall be conclusively deemed that Buyer is satisfied as to development and/or construction feasibility and cost. If Buyer gives notice this Agreement shall terminate and the Earnest Money shall be refunded to Buyer, less any unpaid costs.
- Seller shall cooperate with Buyer in obtaining permits or other approvals Buyer may reasonably require for Buyer's intended use of the Property; provided that Seller shall not be required to incur any liability or expenses in doing so.
- v. **Subdivision.** If the Property must be subdivided, Seller represents that there has been preliminary plat approval for the Property and this Agreement is conditioned on the recording of the final plat containing the Property on or before the date specified in Specific Term No. 14. If the final plat is not recorded by such date, this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- w. **Information Verification Period.** Buyer shall have 10 days after mutual acceptance to verify all information provided from Seller or Listing Firm related to the Property. This contingency shall be deemed satisfied unless Buyer gives notice identifying the materially inaccurate information within 10 days of mutual acceptance. If Buyer gives timely notice under this section, then this Agreement shall terminate and the Earnest Money shall be refunded to Buyer.
- x. **Property Condition Disclaimer.** Buyer and Seller agree, that except as provided in this Agreement, all representations and information regarding the Property and the transaction are solely from the Seller or Buyer, and not from any Broker. The parties acknowledge that the Brokers are not responsible for assuring that the parties perform their obligations under this Agreement and that none of the Brokers has agreed to independently investigate or confirm any matter related to this transaction except as stated in this Agreement, or in a separate writing signed by such Broker. In addition, Brokers do not guarantee the value, quality or condition of the Property and some properties may contain building materials, including siding, roofing, ceiling, insulation, electrical, and plumbing, that have been the subject of lawsuits and/or governmental inquiry because of possible defects or health hazards. Some properties may have other defects arising after construction, such as drainage, leakage, pest, rot and mold problems. Brokers do not have the expertise to identify or assess defective products, materials, or conditions. Buyer is urged to use due diligence to inspect the Property to Buyer's satisfaction and to retain inspectors qualified to identify the presence of defective materials and evaluate the condition of the Property as there may be defects that may only be revealed by careful inspection. Buyer is advised to investigate whether there is a sufficient water supply to meet Buyer's needs. Buyer is advised to investigate the cost of insurance for the Property, including, but not limited to homeowner's, flood, earthquake, landslide, and other available coverage. Buyer acknowledges that local ordinances may restrict short term rentals of the Property. Brokers may assist the parties with locating and selecting third party service providers, such as inspectors or contractors, but Brokers cannot guarantee or be responsible for the services provided by those third parties. The parties shall exercise their own judgment and due diligence regarding third-party service providers.

 1-9-2020
 Buyer's Initials Date Buyer's Initials Date
  1-9-20
 Seller's Initials Date Seller's Initials Date

Exhibit A

Lot 6, Block 27, Woodmont Beach Addition, according to
the plat thereof recorded in Volume 22 of Plats, page 30,
records of King County, Washington.

Situate in the County of King, State of Washington.

P.J. A 1-9-20
M 1-9-2020

***This legal description has been copied from the last vesting deed recorded in the public record. This legal description may
change after a
complete examination of the subject property and subsequent issuance of a preliminary title insurance commitment.
For a fully researched legal description, please refer to the Exhibit "A" in your preliminary title insurance commitment. Also,
please refer to your
preliminary title insurance commitment for all matters affecting the subject property in the public record, if any.***

**TITLE CONTINGENCY ADDENDUM TO
PURCHASE & SALE AGREEMENT**

The following is part of the Purchase and Sale Agreement dated January 9, 2020 1
between City of Des Moines Michael Matthias (signer) ("Buyer") 2
Buyer Buyer
and Thomas J Orseno ("Seller") 3
Seller Seller
concerning xxxxx (9536600530) Des Moines WA 98198 (the "Property"). 4
Address City State Zip

1. **Title Contingency.** This Agreement is subject to Buyer's review of a preliminary commitment for title insurance, 5
together with any easements, covenants, conditions and restrictions of record. Buyer shall have _____ 6
days (5 days if not filled in) from ☐ the date of Buyer's receipt of the preliminary commitment for title insurance; 7
or ☐ mutual acceptance (from the date of Buyer's receipt, if neither box checked) to give notice of Buyer's 8
disapproval of exceptions contained in the preliminary commitment. 9

Seller shall have _____ days (5 days if not filled in) after Buyer's notice of disapproval to give Buyer 10
notice that Seller will clear all disapproved exceptions. Seller shall have until the Closing Date to clear all 11
disapproved exceptions. 12

If Seller does not give timely notice that Seller will clear all disapproved exceptions, Buyer may terminate this 13
Agreement within 3 days after the deadline for Seller's notice. In the event Buyer elects to terminate the 14
Agreement, the Earnest Money shall be returned to Buyer. If Buyer does not timely terminate the Agreement, 15
Buyer shall be deemed to have waived all objections to title, which Seller did not agree to clear. 16

2. **Supplemental Title Reports.** If supplemental title reports disclose new exception(s) to the title commitment, 17
then the above time periods and procedures for notice, correction, and termination for those new exceptions 18
shall apply to the date of Buyer's receipt of the supplemental title report. The Closing date shall be extended as 19
necessary to accommodate the foregoing times for notices. 20

3. **Marketable Title.** This Addendum does not relieve Seller of the obligation to provide marketable title at Closing 21
as provided for in the Agreement. 22

mm 1-9-2020 CPD 1-9-20
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

SELLING FIRM'S COMMISSION

The following is part of the Purchase and Sale Agreement dated January 9, 2020 1
between City of Des Moines Michael Matthias (signer) ("Buyer") 2
Buyer Buyer
and Thomas J Orseno ("Seller") 3
Seller Seller
concerning xxxxx (9536600530) Des moines WA 98198 (the "Property"). 4
Address City State Zip

Selling Firm's Commission. If there is no written listing agreement, ^{Buyer}~~Seller~~ agrees to pay Selling Firm a commission 5
of _____ % of sales price or \$ 450.00. If the Earnest Money is retained as 6
liquidated damages, any costs advanced or committed by Selling Firm shall be reimbursed or paid therefrom, and the 7
balance shall be divided equally between Seller and Selling Firm. 8

If Seller shall, within six months from the date hereof, sell the Property to Buyer or someone acting on Buyer's behalf, 9
Seller shall pay Selling Firm the commission set forth above, less any portion of the above earnest money retained by 10
Selling Firm. Provided, if a commission is paid to another member(s) of a multiple listing service in conjunction with 11
such sale, the amount of commission payable to Selling Firm shall be reduced by the amount paid to such other 12
member(s). "Sell" includes a contract to sell; an exchange or contract to exchange; an option to purchase; and/or a 13
lease with option to purchase, regardless of when it closes. 14

MM 1-9-2020 Thomas J. Orseno 1-9-20
Buyer's Initials Date Buyer's Initials Date Seller's Initials Date Seller's Initials Date

Client Signatures – Acknowledgement of Disclosures & Pamphlets:

☒ Affiliated Business Arrangement Disc.

☒ Disclosure Rights And Obligations

☒ Fair Housing

☒ Law of Real Estate Agency

WINDERMERE REAL ESTATE

INFORMATION REGARDING AFFILIATED BUSINESS ARRANGEMENT STATEMENT

To: The undersigned (hereinafter "Client")

From: Windermere Real Estate, Inc. (hereinafter "Broker")

This is to certify that the undersigned has received from the Broker a copy of the Affiliated Business Arrangement Statement, which is a document that provides information regarding the Broker's relationship with the Client and the Broker's obligations to the Client.

The undersigned hereby acknowledges receipt of the Affiliated Business Arrangement Statement and agrees to read and understand the information contained therein.

Signature: _____ Date: _____

WINDERMERE REAL ESTATE

DISCLOSURE RIGHTS AND OBLIGATIONS

To: The undersigned (hereinafter "Client")

From: Windermere Real Estate, Inc. (hereinafter "Broker")

This is to certify that the undersigned has received from the Broker a copy of the Disclosure Rights and Obligations Statement, which is a document that provides information regarding the Broker's relationship with the Client and the Broker's obligations to the Client.

The undersigned hereby acknowledges receipt of the Disclosure Rights and Obligations Statement and agrees to read and understand the information contained therein.

Signature: _____ Date: _____

What Buyers and Sellers Need to Know About Fair Housing

To: The undersigned (hereinafter "Client")

From: Windermere Real Estate, Inc. (hereinafter "Broker")

This is to certify that the undersigned has received from the Broker a copy of the Fair Housing Statement, which is a document that provides information regarding the Broker's relationship with the Client and the Broker's obligations to the Client.

The undersigned hereby acknowledges receipt of the Fair Housing Statement and agrees to read and understand the information contained therein.

Signature: _____ Date: _____

THE LAW OF REAL ESTATE AGENCY

To: The undersigned (hereinafter "Client")

From: Windermere Real Estate, Inc. (hereinafter "Broker")

This is to certify that the undersigned has received from the Broker a copy of the Law of Real Estate Agency Statement, which is a document that provides information regarding the Broker's relationship with the Client and the Broker's obligations to the Client.

The undersigned hereby acknowledges receipt of the Law of Real Estate Agency Statement and agrees to read and understand the information contained therein.

Signature: _____ Date: _____

☒ Sewage Treatment Capacity

☒ Protect Your Family From Lead

SEWAGE TREATMENT CAPACITY CHARGE

Effective January 1, 2014

WHAT IS THE CAUSEY'S CHARGE?

The sewage treatment capacity charge is a charge in addition to sewer service fees to those customers who are connected to the sanitary sewer system on or after Feb. 1, 2014.

WHY DO WE HAVE A CAUSEY CHARGE?

To protect public health and the environment, King County's wastewater treatment system must keep pace with growth in our city. That means building more pipes, pump stations, and treatment plants.

King County

Protect Your Family From Lead In Your Home

United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

The undersigned acknowledges receipt of the following Documents and/or Pamphlets:

1. Affiliated Business Arrangement Disclosure
2. Disclosure Rights & Obligations
3. What Buyers and Sellers Need To Know About Fair Housing
4. Law of Real Estate Agency
5. Sewage Treatment Capacity Charge pamphlet
6. Protect Your Family From Lead In Your Home

Client:

[Signature]

Date:

1-9-2020

WINDERMERE
REAL ESTATE

Client:

Date:

Windermere Real Estate/South Inc



Affiliated Business Arrangement Disclosure Statement

To: The Buyer(s) and/or Seller(s) of the Subject Property WRE Form 31
Rev. 02/2014

From: Windermere Real Estate/ South Inc ("Windermere")

Subject Property: Woodmont land

This is to give you notice that Windermere has a business relationship with Windermere Real Estate Mortgage Services Series/ _____ LLC ("Windermere Mortgage") and CW Title. Windermere owns 50% of Windermere Mortgage and less than 25% of the parent company of CW Title. Because of this relationship, a referral to these entities may provide Windermere a financial or other benefit. The benefit that Windermere may receive is limited to a return on its ownership interest, and neither Windermere nor your broker will be paid a referral fee.

Set forth below are the estimated charges or range of charges for the settlement services listed. You are NOT required to use the listed provider as a condition to your purchase or sale of the Subject Property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Windermere Mortgage: Loan fees range from 0-3% of the loan amount depending upon the program and the buyer's qualifications.

CW Title: Title insurance charges range from \$310 to \$2,400 depending upon the purchase price.

CW Title: Escrow charges range from \$475 to \$2300 depending upon the purchase price.

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Windermere is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as a result of this referral. I understand that my broker will not receive any financial or other benefit as a result of this referral.

A handwritten signature in black ink, appearing to be 'M. [unclear]'.

Client Signature

1-9-2020

DATE

Client Signature

DATE



IMPORTANT INFORMATION CONCERNING YOUR DISCLOSURE RIGHTS AND OBLIGATIONS

Seller disclosure is one of the most important parts of a real estate transaction. Sellers need to know what information they are obligated to disclose, and Buyers need to understand their own duty of diligence and investigation. This Memo is provided by Windermere's attorneys as general legal information and not advice. Real estate brokers are not attorneys, and you should consult an attorney if you have any specific disclosure questions.

Information for Buyers

Most buyers expect far more disclosure from the seller than the law requires. Sellers have no duty to inspect their property or look for defects and may not even consider a condition a defect after living with it for years. Instead, Sellers have a limited duty to disclose material defects that substantially affect the physical condition of or title to the property and information that substantially adversely affects the value of the property.

Sellers typically have no duty to disclose neighborhood conditions or past events at the property. For instance, sellers usually have no legal duty to disclose the following conditions either at the property or in the neighborhood:

- Murders, suicides, rapes or other crimes;
- Ongoing criminal or gang activity in the neighborhood;
- Registered sex offenders in the neighborhood;
- Future development in the area; or
- Political or religious activities in the area.

If these or similar matters are of concern to a buyer, then the buyer should include an inspection and "Neighborhood Review" contingency in any agreement and follow through with the inspection.

Washington law imposes a duty of diligence on the buyer to fully investigate the property and any information provided by the seller. A buyer is charged with the knowledge that the buyer would have obtained with a diligent investigation. For example, a buyer who receives an inspection report identifying a possible defect has a duty to investigate further and may be barred from seeking compensation from the seller if the defect could have been discovered through further inspection. A diligent investigation is the best way for buyers to avoid problems after closing and for sellers to reduce their risk of claims. A diligent investigation often involves more than a standard home inspection.

Information for Sellers

Although the law provides sellers with many protections, it does not prevent unhappy buyers from starting a lawsuit, and most buyer lawsuits are not covered by insurance. Sellers should consider disclosure to be a form of insurance. By disclosing a condition, the seller shifts the burden of investigation to the buyer. By remaining silent, a seller risks the appearance of concealment and a lawsuit.

To prove fraudulent concealment, a buyer only has to prove that the seller had actual knowledge of a hidden defect and failed to disclose it. The buyer does not have to prove a seller's intent to deceive or hide the defect. At the same time, once the seller does disclose an actual or possible defect, the duty shifts to the buyer to exercise diligence and investigate. Instead of minimizing disclosures, a prudent seller will try to consider the property from the perspective of a buyer and then disclose what a buyer would want to know. Many of the conditions that lead to lawsuits would have been acceptable to the buyer if they had been disclosed in advance. Other conditions simply are not important enough to the buyer to fully investigate before purchasing a property. To maximize the benefit of disclosure law, sellers may want to make full disclosure of the property and neighborhood even if they have no legal duty to do so. It is usually better to be over-insured than not insured at all.

A handwritten signature in dark ink, appearing to be 'Mike' or similar, written in a cursive style.

What buyers and sellers need to know about

Fair Housing

OUR GOALS AND OBJECTIVES

All of us at Windermere Real Estate are committed to the principles of Fair Housing practices for all. Fair Housing is a matter of dealing equally with all people as well as a matter of federal, state, and local laws. Fair Housing involves everyone, and we have to count on your being our partners in that effort as we work to find you a home, or sell your home.

We are experts in homes. It is our responsibility to provide you with the information you need to make a wise decision for yourself. Our task is to do our best to locate a home with the characteristics, location, and price you want, or to find a buyer that can satisfy your needs as a seller. It is also our task to provide you with enough information about current market conditions, including the sale prices of properties that have recently sold, to enable you to determine intelligently the price you are willing to pay or receive for a specific property.

You may wish to have available other kinds of information. Many buyers ask questions about the people who live in a neighborhood: "What kinds of people live here?" "Are there many children in the neighborhood?" "Are there any registered sex offenders nearby?" "Is there much crime here?" "Are there any especially noisy neighbors?"

Sellers may ask similar questions: "What kind of people make good prospective buyers?" "Who will fit well in this neighborhood?" "Do unmarried couples make good buyers?"

Such questions are outside the scope of our professional practice. Some of them raise Fair Housing issues, and all of them seek subjective

judgments rather than objective information. Such questions are important to buyers and sellers, but you ought to be aware of the laws that restrict the rights of buyers and sellers to make decisions based on such inquiries.

THE LAW

Federal law prohibits discrimination in a real estate transaction based on race, color, religion, familial status, sex, handicap, and/or national origin. In addition to the federal prohibitions, Washington law prohibits discrimination based on creed, marital status, sensory/physical/mental disability, use of a service animal (e.g., a seeing-eye dog), sexual orientation, and honorably discharged veteran or military status. Some local laws go even further to prohibit discrimination based on age, ancestry, gender identity, political ideology, and participation in Section 8 programs (for low-income families).

For buyers, there is a way to make your own private decision about whether a neighborhood and its surroundings are right for you. Most standard purchase forms used throughout our network allow you to include a contingency for a "Neighborhood Review" period. This gives you time to conduct your own exploration of the neighborhood for answers to the questions that are important to you. Ask your agent what options exist in your area for this kind of contingency.

Sellers should be aware of the laws that prohibit choosing a buyer based on legally protected class status. Generally speaking, if a seller receives a bona fide offer on a property, the seller cannot refuse to sell to, or even refuse to negotiate with,

continued


Windermere
REAL ESTATE



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TOTAL PROJECT SCOPE					PROJECT BUDGET ALLOCATIONS BY YEAR PER ADOPTED 6 YEAR PLAN						
Expenditures	10/10/19 Current CIP Budget	CIP Supplemental Request	Revised CIP Budget Estimate	Project to Date 12/31/2019	Estimated Year End 2020	Planned Year 2021	Planned Year 2022	Planned Year 2023	Planned Year 2024	Planned Year 2025	Planned Year 2026
Design	-	-	-								
Total Design	-	-	-	-	-	-	-	-	-	-	-
Prop/ROW/Easements	-	-	-								
Land		16,239	16,239	-	16,239						
Total Prop/ROW/Easements	-	16,239	16,239	-	16,239	-	-	-	-	-	-
Construction	-	-	-								
Interfund Financial Services		24	24	24							
Services - Non-Capitalizable		225,557	225,557	2,435	223,122						
Materials - Non Capitalizable		-	-	-	-						
Internal Labor - Non Capitalizable		16,196	16,196	-	16,196						
Individual Assets > \$5,000 - Equipment		-	-	-							
Contingencies	-	1,984	1,984	-	1,984						
Total Construction	-	243,761	243,761	2,459	241,302	-	-	-	-	-	-
Total Project Expense Budget:	-	260,000	260,000	2,459	257,541	-	-	-	-	-	-

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Inter-local Agreement for Sea-Tac
Airport Sustainable Airport Master Plan,
Environmental Review and Analysis.

FOR AGENDA OF: June 11, 2020

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: May 14, 2020

ATTACHMENTS:

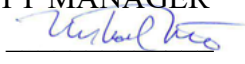
1. ILA Between Burien, Des Moines,
Normandy Park and SeaTac for
Environmental Review of Sea-Tac Airport
Sustainable Airport Master Plan
2. ILA Addendum #1

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 to ratify the City Manager's approval of an addendum to the existing Interlocal Agreement (ILA) between the Cities of Burien, Des Moines, Normandy Park and SeaTac, for coordinated review, analysis, and response to the environment process, impacts and concerns related the Port of Seattle's Sea-Tac Airport Sustainable Airport Master Plan.

Suggested Motion

Motion: "I move to ratify the City Manager's approval of the addendum to the ILA between the Cities of Burien, Des Moines, Normandy Park and SeaTac for environmental review of the Sea-Tac Airport Sustainable Airport Master Plan, substantially in the form as attached."

Background

The Port of Seattle (“Port”) operates the Sea-Tac International Airport (“Airport” or “Sea-Tac”). The Port is drafting a “Sustainable Airport Master Plan” (“SAMP”) that will plan for airport growth over the next 20 years. Pursuant to the National Environmental Policy Act (“NEPA”) and the Washington State Environmental Policy Act (“SEPA”), the Port will prepare, for agency and public review and comment, environmental documents, up to and including an Environmental Impact Statement. The ILA Parties have determined that it is in their best interest to coordinate their review, analysis, and responses concerning the environmental review process and the impacts that are addressed in environmental documents issued by the Port. The parties entered into an inter-local agreement in 2018 for this purpose. Under this agreement, the City of Burien is the fiscal agent, and the City of SeaTac is the contract manager. The impending retirement of the City of SeaTac’s Community Development Director has prompted a shift of the contract management to the City of Des Moines. This addendum provides for this change.

Discussion

The addendum does not change any other terms of the inter-local agreement, it is solely administrative in nature. The ILA continues to establish a process for funding of consultants to assist with review and preparation of formal comments regarding the environmental review process and the Sustainable Airport Master Plan (SAMP) environmental impacts.

Alternatives

1. To ratify the amendment to the ILA.
2. To refrain from approving the ILA addendum as presented.

Financial Impact

This addendum does not alter the financial obligations under the ILA. Some additional contract administration duties will be required. The fiscal management associated with the contractors will continue to be administered by Burien, to include processing invoices and payments on a monthly basis, invoicing other Parties to the ILA, and periodic fiscal reports to the Parties.

Recommendation

Administration recommends approval of the ILA substantially in the form as attached.

**INTERLOCAL AGREEMENT BETWEEN THE CITIES
OF BURIEN, DES MOINES, NORMANDY PARK AND
SEATAC FOR ENVIRONMENTAL REVIEW OF THE
SEA-TAC AIRPORT
SUSTAINABLE AIRPORT MASTER PLAN**

Pursuant to RCW 39.34, the Interlocal Cooperation Act, this Agreement is entered into between the City of Burien, a municipal corporation, hereinafter referred to as "Burien," the City of Des Moines, a municipal corporation hereinafter referred to as "Des Moines," the City of Normandy Park, a municipal corporation hereinafter referred to as "Normandy Park," and the City of SeaTac, a municipal corporation hereinafter referred to as "SeaTac," and all four cities collectively referred to as the "Parties" or "Cities", for the purpose of review and commenting on the environmental review process, analysis and documents prepared for the Port of Seattle's the Sea-Tac Airport Sustainable Airport Master Plan.

1. **Background.** The Port of Seattle ("Port") operates the Sea-Tac International Airport ("Airport" or "Sea-Tac"). The Port is currently drafting a "Sustainable Airport Master Plan" ("SAMP") that will plan for airport growth over the next 20 years; growth that could have significant negative impacts on surrounding cities. Pursuant to the National Environmental Policy Act ("NEPA") and the Washington State Environmental Policy Act ("SEPA"), the Port may prepare, for agency and public review and comment, environmental documents, up to and including an Environmental Impact Statement. The Parties have determined that it is in their best interest to coordinate their review, analysis, and responses concerning the environmental review process and the impacts that are addressed in environmental documents issued by the Port.
2. **Purpose.** The purpose of this Agreement is for the Parties to establish a process for review, analysis, and responding to the environmental process, impacts and concerns related to the SAMP, including those issues raised during the Port's SEPA and NEPA processes. By coordinating their efforts, the Parties will be in a better position to evaluate and respond to the Port's environmental review process. The Parties may jointly hire and fund consultants to assist with review and preparation of formal comments regarding the environmental review process and the SAMP's environmental impacts. This Agreement establishes a process for the selection and funding of these consultants.
3. **Review and Commenting.** The environmental review process will include opportunities for the Parties to provide formal comments to the Port. This could include commenting on the Port's selected environmental review process and any documents which may be issued as part of that process. The Parties agree to coordinate their comments at each of these steps

and to issue a single comment letter signed by each Party's designated representative.

4. **Consultant Selection.** It may be in the best interest of the Parties to jointly hire a consultant to assist with review and commenting on the SAMP's environmental review and impacts. If it is agreed to hire a consultant, the Parties will work cooperatively and collaboratively on every aspect of the consultant selection process and shall be in mutual agreement prior to moving to the next step. It is anticipated that only one consultant will be retained, with the understanding that the retained consultant may use sub-consultants to complete specific tasks. Generally, the steps will be as follows:
 - a. Determine what consultant expertise is needed;
 - b. Determine which Party will be the lead for contract administration;
 - c. Determine project budget and contribution amount from each Party;
 - d. Drafting a Request for Qualifications (RFQ);
 - e. Publish/Circulate Notice Requesting Statement of Qualifications;
 - f. Review of statements and selection for interviews;
 - g. Conducting interviews, with interested Parties represented;
 - h. Final consultant selection;
 - i. Developing a final Scope of Work;
 - j. Negotiation of consultant contract;
 - k. Approval of Consultant Contract by the lead City in accordance with its contract approval procedures.
5. **Consultant Funding.** If consultants are hired as contemplated in Section 4 of this Agreement, the Parties will individually commit to a level of funding to be provided. These funds must be committed prior to requesting Statements of Qualifications as noted above. The management of these funds will be as described in Section 8. Such funding determinations shall be documented in writing.
6. **Joint Roles and Responsibilities.** Each Party shall be responsible for the following:
 - a. Each Party shall assign a representative(s) ("Party Representative(s)") to help prepare and/or participate in review of draft work products. The Party

Representative administering any consultant contract will communicate any changes to schedules, budgets, and any other pertinent information in a timely manner so as to keep each jurisdiction apprised of the status of the consultant's work.

- b. Time is of the essence for the review of environmental documents. The Parties shall work expeditiously and in good faith to achieve the smooth progress of review and commenting. This includes allocating adequate staff time and providing all necessary data and other information or materials needed for timely review and commenting.
 - c. The Party Representatives shall receive copies of consultant invoices. All concerns with consultant billing shall be communicated to the contract administrator in a timely manner.
 - d. Should any Party wish to file an appeal of any Port environmental decision, the Party Representatives shall discuss whether such an appeal should be pursued jointly. If an individual jurisdiction appeal is filed, the appeal shall be immediately transmitted to all Parties, so that they can decide whether to intervene in the appeal in order to provide assistance.
 - e. The Parties shall work together in good faith to assure comments are made within the deadlines prescribed by law.
7. **Contract Management.** Contracts for consultant(s) shall be administered by the City of SeaTac. These responsibilities include monitoring of work of the consultant in terms of content and timeliness; coordinating with the City of Burien regarding the consultant invoices and payments; arrangement of meetings to address the comments of the Parties; etc.
 8. **Fiscal Management.** Management of fiscal matters associated with this Agreement shall be administered by the City of Burien. These responsibilities include processing consultant invoices and payments on a monthly basis; invoicing other Parties to the agreement; periodic fiscal reports to the Parties; etc.
 9. **Additional Consultant Services.** Each Party retains the right to hire their own consultants at their own expense to complete work necessary for the project, so long as the work does not conflict with the Project. In such cases, the results of any consultant work will be shared with the other Parties. Nothing herein shall be construed as an affirmative duty to share work product prepared by legal counsel for a Party with the other Parties.

10. **Administration of Agreement.** Supervision and administration of this Agreement shall be the responsibility of each Parties' City Manager or his/her respective designee.
11. **Duration.** This Agreement shall be effective upon execution by each party and shall remain in full force and effect through completion of the SAMP environmental review process or December 31, 2020, whichever comes first. This Agreement may be extended upon mutual agreement of all Parties.
12. **Termination.** Any party may withdraw from this Agreement, effective upon thirty (30) days written notice to the other parties. However, the withdrawing Party shall still be responsible for the payment of any costs incurred prior to the effective date of withdrawal.
13. **Modification.** This Agreement may be modified by further written agreement upon mutual acceptance by all parties.
14. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS.
15. **Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the Agreement, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of transmittal, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.
16. **Hold Harmless.** Each party to this Agreement shall defend, indemnify and hold the other party, its appointed and elected officers and employees, harmless from claims, actions, injuries, damages, losses or suits including attorney fees, arising or alleged to have arisen directly or indirectly out of or in consequence of the performance of this Agreement to the extent caused by the fault or negligence of the indemnitor, its appointed or elected officials, employees, officers, agents, assigns, volunteers or representatives.
17. **Non-Discrimination.** The Parties shall not discriminate in any manner related to this Agreement on the basis of race, color, national origin, sex, sexual orientation, religion, age,

marital status or disability in employment or the provision of services.

18. **Severability.** If any provision of the Agreement shall be held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to serve the purposes and objectives of both parties.
19. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement shall be in writing and shall be signed by each party.

DATED this 6TH day of MARCH 2018.

CITY OF BURIEN


Brian J. Wilson, City Manager

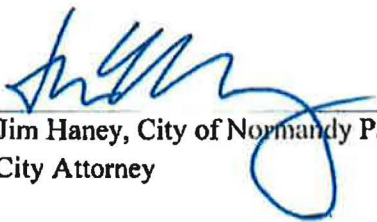
APPROVED AS TO FORM:


Lisa Marshall
City of Burien City Attorney

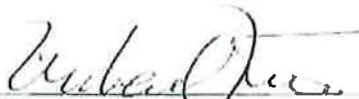
CITY OF NORMANDY PARK


Mark E. Hoppen, City Manager

APPROVED AS TO FORM:


Jim Haney, City of Normandy Park
City Attorney

CITY OF DES MOINES


Michael Matthias, City Manager

APPROVED AS TO FORM:


Tim George
City of Des Moines City Attorney

CITY OF SEATAC


Joseph Scorcio, City Manager

APPROVED AS TO FORM:


Mary Miranda Bartolo, City of SeaTac
City Attorney

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**FIRST AMENDMENT TO THE
INTERLOCAL AGREEMENT BETWEEN THE CITIES OF
BURIEN, DES MOINES, NORMANDY PARK AND
SEATAC FOR ENVIRONMENTAL REVIEW OF THE
SEA-TAC AIRPORT
SUSTAINABLE AIRPORT MASTER PLAN**

WHEREAS the Interlocal Agreement (ILA) between the Cities of Burien, Des Moines, Normandy Park and SeaTac for Environmental Review of the Sea-Tac Airport Sustainable Airport Master Plan (SAMP) dated March 6, 2018 is hereby amended as follows:

1. Paragraph 7 of the ILA is amended to read as follows:

7. **Contract Management.** Contracts for consultant(s) shall be administered by the City of Des Moines. These responsibilities include monitoring of work of the consultant in terms of content and timeliness; coordinating with the City of Burien regarding the consultant invoices and payments; and, arrangement of meetings to address the comments of the Parties; etc.

2. All other terms of the March 6, 2018 ILA shall remain unchanged.

CITY OF BURIEN

Name: Brian J. Wilson

Title: City Manager

Date: 5/07/2020

CITY OF DES MOINES

Name: Michael Matthias

Title: City Manager

Date: _____

APPROVED AS TO FORM:

Name: Kari Sand

Title: City Attorney

APPROVED AS TO FORM:

/s/ Tim George

Name: Tim George

Title: City Attorney

CITY OF NORMANDY PARK

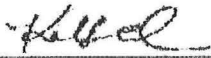

Name: Mark HoppenTitle: City Manager

Date: _____

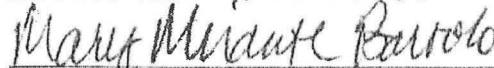
CITY OF SEATAC


Name: Carl C. ColeTitle: City ManagerDate: 4/10/2020

APPROVED AS TO FORM:


On behalf of Name: James HaneyTitle : City Attorney

APPROVED AS TO FORM:


Name: Mary Mirante BartoloTitle: City Attorney

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interlocal Agreement - Valley Special Weapons and Tactics Team

FOR AGENDA OF: June 11, 2020

DEPT. OF ORIGIN: Legal

ATTACHMENTS:

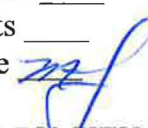
1. Addendum 1 to the ILA
2. ILA Between Auburn, Federal Way, Kent, Renton, Tukwila and the Port of Seattle for the Creation of the Valley Special Weapons and Tactics Team

DATE SUBMITTED: March 5, 2020

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal 
☐ Finance _____
☐ Courts _____
☒ Police 

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** 

Purpose and Recommendation

The purpose of this agenda item is for the Council to consider approval of Addendum 1 to the Interlocal Agreement between Auburn, Federal Way, Kent, Renton, Tukwila and the Port of Seattle for the Creation of the Valley Special Weapons and Tactics Team. Approval of the Addendum will allow the City of Des Moines to join this team. The following motion will appear on the Consent Calendar.

Suggested Motion

Motion 1: “I move to approve Addendum 1 to the ILA between Auburn, Federal Way, Kent, Renton, Tukwila and the Port of Seattle authorizing the City of Des Moines to join the Valley Special Weapons and Tactics Team, and to authorize the City Manager to sign the Addendum substantially in the form as attached.”

Background

In 2010, the municipalities of Auburn, Federal Way, Kent, Renton, Tukwila, and the Port of Seattle executed an Interlocal Agreement (ILA) for the purpose of establishing and maintaining a multi-jurisdictional SWAT Team to respond to high risk criminal occurrences. The SWAT team is a partnership among jurisdictions and was created to address the number of increasing violent criminal confrontations due to, among other reasons, increased gang activity; increased drug abuse, distribution and manufacturing; increased urbanization; and increased population densities.

Discussion

The ability to safely control, contain, and resolve high risk criminal incidents such as civil disobedience, barricaded subjects, hostage situations, gang member arrests, high risk felony arrests and narcotic or high risk search warrants is a strain to the resources of individual police departments.

A multi-jurisdictional effort to handle specific high risk criminal incidents, as well as incidents involving weapons of mass destruction, results in more effective pooling of personnel, improved utilization of municipal funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased utilization/application of a combined special response team.

The City of Des Moines has required the use of the SWAT team in the past although the City has not been a member. The Police Department is seeking formal entry into the team and has been granted approval by the Executive Board pending approval of this Addendum.

Alternatives

Not approve the Addendum and therefore not become a member.

Financial Impact

The police department has \$20,000 in the budget to cover participation in SWAT. If the Des Moines Police Department were not a member of Valley SWAT, the City likely would be charged for emergency SWAT services. In the case of a very significant incident, not being a part of SWAT could cost the city significantly more than that of being part of the team.

Recommendation

The Police Department recommends approval of the Addendum.

CAG-10-160, Adden #1-19

**ADDENDUM 1: TO THE
INTERLOCAL COOPERATIVE AGREEMENT BETWEEN AUBURN,
FEDERAL WAY, KENT, RENTON, TUKWILA, AND THE PORT OF SEATTLE, FOR
THE CREATION OF THE VALLEY SPECIAL WEAPONS AND TACTICS TEAM**

WHEREAS, the document dated August 19, 2010 entitled "Interlocal Cooperative Agreement (ILA) between Auburn, Federal Way, Kent, Renton, Tukwila, and the Port of Seattle, for creation of the Valley Special Weapons and Tactics (SWAT) Team" was executed by the participating jurisdictions for the purpose of establishing and maintaining a multi-jurisdictional SWAT Team to respond to high risk criminal occurrences, and

WHEREAS, pursuant to Section IV of the Agreement, the future admission of a jurisdiction as a member of the SWAT Team may be accomplished by an addendum to the agreement, and

WHEREAS, the City of Des Moines has petitioned the Executive Board for membership and has received unanimous approval subject to approval of this Addendum;

NOW, THEREFORE, in consideration of the foregoing, THE PARTIES HERETO AGREE as follows:

Pursuant to the approval and execution of this Addendum, the City of Des Moines will be admitted as a member of the Valley SWAT Team subject to the terms of the existing Valley SWAT Team Interlocal Agreement.

Except as modified hereby, all other terms and conditions of the Valley SWAT Team Interlocal Agreement remain in full force and effect.

This Addendum shall be executed on behalf of the City of Des Moines and each participating jurisdiction by its authorized representative pursuant to an appropriate resolution or ordinance of the governing body of the City of Des Moines and each participating jurisdiction. This Addendum shall be deemed effective upon the last date of execution by the last authorized representative. This Addendum may be executed by counterparts and be valid as if each representative had signed the original document.

By signing below, the signor certifies that he or she has the authority to sign this Addendum on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Addendum.

Mayor, City of Auburn Date

City Attorney, City of Auburn Date

City Clerk, City of Auburn Date

Dennis Law 12/16/19

Mayor, City of Renton Date

John A. Smith 12/16/19

City Clerk, City of Renton Date



Mayor, City of Tukwila Date

City Attorney, City of Tukwila Date

City Clerk, City of Tukwila Date

Mayor, City of Kent Date

City Attorney, City of Kent Date

City Clerk, City of Kent Date

Mayor, City of Federal Way Date

City Attorney, Federal Way Date

City Clerk, City of Federal Way Date

City Manager, City of Des Moines Date

City Attorney, City of Des Moines Date

City Clerk, City of Des Moines Date

Chief Executive Officer, Port of Seattle Date

Port Counsel, Port of Seattle Date

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CAG-10-160

**INTERLOCAL COOPERATIVE AGREEMENT BETWEEN AUBURN,
FEDERAL WAY, KENT, RENTON, TUKWILA, AND THE PORT OF
SEATTLE, FOR CREATION OF THE**

**VALLEY SPECIAL WEAPONS AND TACTICS
TEAM**

I. PARTIES

The parties to this Agreement are the Port of Seattle and the municipalities of Auburn, Federal Way, Kent, Renton, and Tukwila, each of which is a municipal corporation operating under the laws of the State of Washington.

II. AUTHORITY

This Agreement is entered into pursuant to Chapters 10.93, 39.34, and 53.08 of the Revised Code of Washington.

III. PURPOSE

The parties hereto desire to establish and maintain a multi-jurisdictional SWAT Team to effectively respond to high risk criminal occurrences as described below.

IV. FORMATION

There is hereby created a multi-jurisdictional Team to be hereafter known as the "Valley Special Weapons and Tactics Team" ("VSWAT"), the members of which shall be the Port of Seattle, and the cities of Auburn, Federal Way, Kent, Renton, and Tukwila. The SWAT Team has been in existence for some time, and this Agreement is being re-entered into in order to remove the City of Des Moines as a SWAT Team member. The future admission or elimination of a jurisdiction as a member of the SWAT Team may be accomplished by an addendum to this agreement.

V. STATEMENT OF PROBLEM

King County and the municipalities within the Puget Sound area have experienced increasingly violent criminal confrontations due to, among other reasons, increased gang activity; increased drug abuse, distribution, and manufacturing; increased urbanization; and increased population densities. The ability to safely control, contain, and resolve high risk criminal incidents such as civil disobedience, barricaded subjects, hostage situations, gang member arrests, high-risk felony arrests, and narcotic or high risk search warrants has strained the resources of the members' individual police departments.

Law enforcement efforts directed at dealing with these high risk criminal incidents have, for the most part, been conducted by law enforcement agencies working independently. A multi-jurisdictional effort to handle specific high risk criminal incidents, as well as incidents involving weapons of mass destruction, results in more effective pooling of personnel, improved utilization of municipal funds, reduced duplication of equipment, improved training, development of specialized expertise, and increased utilization/application of a combined special response team. This results in improved services for the citizens of all participating jurisdictions, increased safety for officers and the community, and improved cost effectiveness.

VI. TEAM OBJECTIVES

The individual specialty units from each participating jurisdiction will be consolidated and combined to form the VSWAT Team. The SWAT Team shall service each participating jurisdiction. The VSWAT Team may also be available to outside law enforcement agencies as provided by chapter 10.93 RCW.

The objective of the VSWAT Team is to respond to specific high risk criminal incidents in a manner that provides for the effective use of personnel, equipment, funds, and training. The VSWAT Team shall respond as requested by any of the participating jurisdictions and provide a coordinated response to high-risk incidents. As special needs arise, it may be necessary to request from other law enforcement agencies assistance and/or personnel, at the discretion of the VSWAT Team Incident Commander and/or the VSWAT Team Tactical Commander.

VII. DURATION AND TERMINATION

The minimum term of this Agreement shall be one (1) year, effective upon its adoption. This Agreement shall automatically extend for consecutive one (1) year terms without action of the legislative bodies of the participating jurisdictions, unless and until terminated pursuant to the terms of this Agreement.

A jurisdiction may withdraw its participation in the VSWAT Team by providing written notice of its withdrawal, and serving such notice upon each Executive Board member of the remaining jurisdictions. A notice of withdrawal shall become effective ninety (90) days after service of the notice on all participating members.

The VSWAT Team may be terminated by a majority vote of the Executive Board. Any vote for termination shall occur only when the police chief of each participating jurisdiction is present at the meeting in which such vote is taken.

VIII. GOVERNANCE

The affairs of the Team shall be governed by an Executive Board ("Board"), whose members are composed of the police chief, or his/her designee, from each participating jurisdiction. Each member of the Board shall have an equal vote and voice on all Board decisions. All Board decisions shall be made by a majority vote of the Board.

members, or their designees, appearing at the meeting in which the decision is made. A majority of Board members, or their designees, must be present at each meeting for any actions taken to be valid. A presiding officer shall be elected by the Board together with such other officers as a majority of the Board may decide.

The Board shall meet monthly, unless otherwise determined by the Board. The presiding officer, or any Board member, may call extra meetings as deemed appropriate. The presiding officer shall provide no less than forty-eight (48) hours notice of all meetings to all members of the Board; PROVIDED, however, that in emergency situations, the presiding officer may conduct a telephonic meeting or a poll of individual Board members to resolve any issues related to such emergency.

The policies, regulations, and operational procedures in effect pursuant to the previous interlocal agreement shall be in effect without action of the Board and until such time as they are subsequently altered by the Board. The VSWAT Team written policies, regulations, and operational procedures shall apply to all VSWAT Team operations. Thus, to the extent that the written policies, regulations, and operational procedures of the VSWAT Team conflict with the policies, regulations, and operational procedures of the individual jurisdictions, the VSWAT Team written policies, regulations, and procedures shall prevail.

IX. STAFF

A Tactical Commander, which shall be a command level officer, shall be appointed annually by the Board to act as the principal liaison and facilitator between the Board and the members of the VSWAT Team. The Tactical Commander shall operate under the direction of the presiding officer of the Board. The Tactical Commander shall be responsible for informing the Board on all matters relating to the function, expenditures, accomplishments, training, number of calls that the VSWAT Team responds to, problems of the VSWAT Team, and any other matter as requested by the Board. The Tactical Commander may be removed by action of the Board at anytime and for any reason, with or without cause.

The Tactical Commander shall prepare monthly written reports to the Board on the actions, progress, and finances of the VSWAT Team. In addition, the Tactical Commander shall be responsible for presenting rules, procedures, regulations, and revisions thereto for Board approval.

Each jurisdiction shall contribute six (6) full-time commissioned officers, which shall include at least one (1) Sergeant or other first level supervisor, to be assigned to the VSWAT Team. Board approval must be obtained for the jurisdiction to assign less than this staffing requirement. The personnel assigned to the VSWAT Team shall be considered employees of the contributing jurisdiction. The contributing jurisdiction shall be solely and exclusively responsible for the compensation and benefits for the personnel it contributes to the VSWAT Team. All rights, duties, and obligations of the employer and the employee shall remain with the contributing jurisdiction. Each jurisdiction shall be responsible for ensuring compliance with all applicable laws with

regard to employees and with provisions of any applicable collective bargaining agreements and civil service rules and regulations.

The Board may appoint the finance department of a participating jurisdiction to manage the finances of the VSWAT Team. Before appointing the finance department of a particular jurisdiction to manage the finances of the VSWAT Team, the Board shall consult with the finance department of the jurisdiction and obtain its approval. The duty of managing the finances of the VSWAT Team shall be rotated to other participating jurisdictions at the discretion of the Board.

The Board may, at its discretion, appoint one (1) or more legal advisors to advise the Board on legal issues affecting the VSWAT Team. The legal advisor(s) shall, when appropriate or when requested by the Board, consult with the legal representatives of all participating jurisdictions before rendering legal advice.

X. COMMAND AND CONTROL

During field activation of the VSWAT Team, an Incident Commander, VSWAT Team Tactical Commander, and VSWAT Team Team Leader(s) will be designated. The duties and procedures to be utilized by the Incident Commander, the VSWAT Team Tactical Commander, and the VSWAT Team Team Leader(s) shall be set forth in the standard operating procedures approved by the Board. The standard operating procedures approved by the board may designate other personnel to be utilized during an incident.

XI. EQUIPMENT, TRAINING, AND BUDGET

Each participating jurisdiction shall acquire the equipment of its participating VSWAT Team members. Each participating jurisdiction shall provide sufficient funds to update, replace, repair, and maintain the equipment and supplies utilized by its participating VSWAT Team members. Each participating jurisdiction shall provide sufficient funds to provide for training of its participating VSWAT Team members.

The equipment, supplies, and training provided by each jurisdiction to its personnel participating in the VSWAT Team shall, unless otherwise determined by the Board, be equal to those provided by the other participating jurisdictions.

Each member jurisdiction shall maintain an independent budget system to account for funds allocated and expended by its participating VSWAT Team members.

The Board must approve any joint capital expenditure for VSWAT Team equipment.

XII. DISTRIBUTION OF ASSETS UPON TERMINATION

Termination shall be in accordance with those procedures set forth in prior sections. Each participating jurisdiction shall retain sole ownership of equipment purchased and provided to its participating VSWAT Team members.

Any assets acquired with joint funds of the VSWAT Team shall be equally divided among the participating jurisdictions at the asset's fair market value upon termination. The value of the assets of the VSWAT Team shall be determined by using commonly accepted methods of valuation. If two (2) or more participating jurisdictions desire an asset, the final decision shall be made by arbitration (described below). Any property not claimed shall be declared surplus by the Board and disposed of pursuant to state law for the disposition of surplus property. The proceeds from the sale or disposition of any VSWAT Team property, after payment of any and all costs of sale or debts of the agency, shall be equally distributed to those jurisdictions participating in the VSWAT Team at the time of dissolution in proportion to the jurisdiction's percentage participation in the VSWAT Team as of the date of dissolution. In the event that one (1) or more jurisdictions terminate their participation in the VSWAT Team, but the VSWAT Team continues to exist, the jurisdiction terminating participation shall be deemed to have waived any right or title to any property owned by the VSWAT Team or to share in the proceeds at the time of dissolution.

Arbitration pursuant to this section shall occur as follows:

- A. The jurisdictions interested in an asset shall select one (1) person (Arbitrator) to determine which agency will receive the property. If the jurisdictions cannot agree to an Arbitrator, the chiefs of the jurisdictions participating in the VSWAT Team upon dissolution shall meet to determine who the Arbitrator will be. The Arbitrator may be any person not employed by the jurisdictions that desire the property.
- B. During a meeting with the Arbitrator, each jurisdiction interested in the property shall be permitted to make an oral and/or written presentation to the Arbitrator in support of its position.
- C. At the conclusion of the presentation, the Arbitrator shall determine which jurisdiction is to receive the property. The decision of the Arbitrator shall be final and shall not be the subject of appeal or review.

XIII. LIABILITY, HOLD HARMLESS, AND INDEMNIFICATION

It is the intent of the participating jurisdictions to provide services of the VSWAT Team without the threat of being subject to liability to one another and to fully cooperate in the defense of any claims or lawsuits arising out of or connected with VSWAT Team actions that are brought against the jurisdictions. To this end, the participating jurisdictions agree to equally share responsibility and liability for the acts or omissions of their participating personnel when acting in furtherance of this Agreement. In the event that an action is brought against any of the participating jurisdictions, each jurisdiction shall be responsible for an equal share of any award for or settlement of claims of damages, fines, fees, or costs, regardless of which jurisdiction or employee the action is taken against or which jurisdiction or employee is ultimately responsible for the conduct. The jurisdictions shall share equally regardless of the number of jurisdictions named in the lawsuit or claim or the number of officers from each

jurisdiction named in the lawsuit or claim. This section shall be subject to the conditions and limitations set forth in subsections A through G below.

- A. Jurisdiction Not Involved In VSWAT Team Response. In the event that a jurisdiction or its personnel were not involved in the VSWAT Team response to the incident that gives rise to a claim or lawsuit, and judgment on the claim or lawsuit does not, in any manner, implicate the acts of a particular jurisdiction or its personnel, such jurisdiction shall not be required to share responsibility for the payment of the judgment or award.
- B. Intentionally Wrongful Conduct Beyond the Scope of Employment. Nothing herein shall require, or be interpreted to require indemnification or sharing in the payment of any judgment against any VSWAT Team personnel for intentionally wrongful conduct that is outside of the scope of employment of any individual or for any judgment of punitive damages against any individual or jurisdiction. Payment of any award for punitive damages shall be the sole responsibility of the person or jurisdiction that employs the person against whom such award is rendered.
- C. Collective Representation and Defense. The jurisdictions may retain joint legal counsel to collectively represent and defend the jurisdictions in any legal action. Those jurisdictions retaining joint counsel shall share equally the costs of such representation or defense.

In the event a jurisdiction does not agree to joint representation, the jurisdiction shall be solely responsible for all attorneys fees accrued by its individual representation or defense.

The jurisdictions and their respective defense counsel shall make a good faith attempt to cooperate with other participating jurisdictions by, including but not limited to, providing all documentation requested, and making VSWAT Team members available for depositions, discovery, settlement conferences, strategy meetings, and trial.

- D. Removal From Lawsuit. In the event a jurisdiction or employee is successful in withdrawing or removing the jurisdiction or employee from a lawsuit by summary judgment, qualified immunity, or otherwise, the jurisdiction shall nonetheless be required to pay its equal share of any award for or settlement of the lawsuit; PROVIDED, however, that in the event a jurisdiction or employee is removed from the lawsuit and subsection (A) of this section is satisfied, the jurisdiction shall not be required to pay any share of the award or settlement.
- E. Settlement Process. It is the intent of this Agreement that the jurisdictions act in good faith on behalf of each other in conducting settlement negotiations on liability claims or lawsuits so that, whenever possible, all parties agree with the settlement or, in the alternative, agree to proceed to trial. In the event a claim or lawsuit requires the sharing of liability, no

Individual jurisdiction shall be authorized to enter into a settlement agreement with a claimant or plaintiff unless all jurisdictions agree with the terms of the settlement. Any settlement made by an individual jurisdiction without the agreement of the remaining jurisdictions, when required, shall not relieve the settling jurisdiction from paying an equal share of any final settlement or award.

- F. Defense Waiver. This section shall not be interpreted to waive any defense arising out of RCW Title 51.
- G. Insurance. The failure of any insurance carrier or self-insured pooling organization to agree to or follow the terms of this section shall not relieve any individual jurisdiction from its obligations under this Agreement.

XIV. NOTICE OF CLAIMS, LAWSUITS, AND SETTLEMENTS

In the event a claim is filed or lawsuit is brought against a participating jurisdiction or its employees for actions arising out of their conduct in support of VSWAT Team operations, the jurisdiction shall promptly notify the other jurisdictions that the claim or lawsuit has been initiated. Any documentation, including the claim or legal complaints, shall promptly be provided to each participating jurisdiction.

Any jurisdiction or member who believes or knows that another jurisdiction would be liable for a claim, settlement, or judgment that arises from a VSWAT Team action or operation, shall have the burden of notifying each participating jurisdiction of all claims, lawsuits, settlements, or demands made to that jurisdiction. In the event a participating jurisdiction has a right, pursuant to section XIII of this Agreement, to be defended and held harmless by another participating jurisdiction, the jurisdiction having the right to be defended and held harmless shall promptly tender the defense of such claim or lawsuit to the jurisdiction that must defend and hold the other harmless.

XV. PROCESSING OF CLAIMS.

A. Designation of Lead Jurisdiction.

There shall be a lead jurisdiction for processing a claim that is filed with and against cities for alleged damages and injuries that occur as a result of VSWAT Team activities. The lead jurisdiction shall be the jurisdiction within which the VSWAT Team response occurred; PROVIDED, that in the event the jurisdiction within which the VSWAT Team response occurred did not participate in the VSWAT Team response, the lead jurisdiction shall be the jurisdiction within which the incident that required the VSWAT Team response originated. In the event that a jurisdiction that was not involved in the VSWAT Team response receives the claim, that jurisdiction shall notify the other jurisdictions in accordance with Section XIV of this Agreement, and shall use its best efforts to determine who is the appropriate lead jurisdiction.

B. Assistance of Tactical Commander.

The VSWAT Team Tactical Commander shall assist the lead jurisdiction in responding to a claim. The VSWAT Team Tactical Commander shall be responsible for gathering all records relating to the VSWAT Team response. These records shall include, but are not limited to, incident reports, notes, transcripts, photos, evidence logs, recorded statements, documents from emergency dispatch centers, and warrants from all jurisdictions that participated in the VSWAT Team response. The Tactical Commander shall also provide a list of personnel who participated in the response and their contact information. The Tactical Commander shall deliver all copies of the records to the lead jurisdiction promptly upon request.

C. Claims of \$5,000 or Less.

i. Lead Jurisdiction Responsibilities.

The lead jurisdiction shall be responsible for working with the Tactical Commander to gather records relating to the VSWAT Team response. The lead jurisdiction shall provide records to its insurance provider and shall assist its insurance provider in assessing liability for acts associated with the claim. The lead jurisdiction shall notify the other jurisdictions of any determinations as to liability. In determining whether a claim should be paid, the lead jurisdiction and its insurance provider shall, at a minimum, consider the potential legal defenses to the claim and the costs of defending the claim.

ii. Liability Determination – Apportionment of Damages.

The lead jurisdiction, with the assistance of its insurance provider and risk manager, shall determine whether the VSWAT Team is liable for damages set forth in a claim, and whether the payment of the claim would be in the best interest of the jurisdictions and/or the VSWAT Team. In the event the lead jurisdiction determines that payment of a claim is appropriate, such determination shall be final and binding upon other jurisdictions and payment shall be apportioned equally among all jurisdictions that participated in the VSWAT Team response. The insurance provider for the lead jurisdiction shall provide full payment to the claimant, and each jurisdiction that participated in the response shall reimburse the insurance provider for its equal share of such payment.

Prior to the payment of any claim, and as a condition of such payment, the insurance provider providing payment shall obtain from the claimant a complete and total release of liability on behalf of all jurisdictions participating in the VSWAT Team and each and every officer, agent, or volunteer of those participating jurisdictions.

In the event the lead jurisdiction determines that the VSWAT Team is not liable for damages set forth in a claim or that the payment of the claim would not be in the best interest of the jurisdictions and/or the VSWAT Team, the lead jurisdiction shall notify the other jurisdictions of the determination, and such determination shall be binding on the other jurisdictions; PROVIDED, that another jurisdiction that determines that payment is appropriate may pay such claim in full, and shall not seek reimbursement from the other participating jurisdictions.

III. Letter From Insurance Adjusters.

In the event a lead jurisdiction, in conjunction with its insurance provider, determines that payment of a claim is appropriate, the insurance provider shall provide each of the participating jurisdictions with a letter stating the determination and the bases for such determination.

D. Claims over \$5,000.

I. Lead Jurisdiction Responsibilities.

The lead jurisdiction shall schedule a meeting with all jurisdictions participating in the VSWAT Team to discuss the claim and to determine the appropriate manner in which to respond and/or defend the claim. The Board and persons listed in Section XVII of this Agreement shall be notified of the meeting.

XVI. PROCESSING OF LAWSUITS.

A. Notification to Other Jurisdictions.

In the event a jurisdiction is served with a lawsuit, that jurisdiction shall provide notice and documentation of the lawsuit to each of the other jurisdictions in accordance with Section XIV of this Agreement.

B. Coordination of Initial Meeting.

The jurisdiction that initially receives a lawsuit shall schedule a meeting with all of the jurisdictions participating in the VSWAT Team to discuss the lawsuit and to determine the appropriate manner within which to respond and/or defend the lawsuit. The Board and persons listed in Section XVII of this Agreement shall be notified of the meeting.

XVII. NOTIFICATION OF CLAIMS AND LAWSUITS.

Section XIV of this Agreement requires that the jurisdiction receiving a claim or lawsuit notify the other jurisdictions of the claim or lawsuit and provide documentation of that claim or lawsuit to the other jurisdictions. Nothing in this Agreement shall be deemed a waiver by any participating jurisdiction of the

requirements set forth in Chapter 4.96 RCW, and the fact that a participating jurisdiction provides notice or copies of a claim to another jurisdiction shall not be deemed compliance with the requirement that a party who files suit against a jurisdiction first file a claim with the jurisdiction in accordance with Chapter 4.96 RCW. Moreover, nothing in this Agreement shall be deemed acceptance of service of a lawsuit, and the fact that a participating jurisdiction provides notice or copies of a lawsuit to another jurisdiction shall not be deemed adequate service of such lawsuit in accordance with the State or Federal Rules of Civil Procedure or the Revised Code of Washington.

For the purposes of implementing Section XIV of this Agreement, the following persons from each jurisdiction shall receive any required notification or documentation:

<u>Auburn:</u> Auburn City Attorney 25 West Main Street Auburn, WA 98001 (253) 931-3030	<u>Kent:</u> Kent City Attorney 220 4 th Avenue South Kent, WA 98032 (253) 856-5781
Auburn Police Chief 340 East Main Street, Suite 201 Auburn, WA 98002 (253) 931-3080	Kent Risk Manager 220 4 th Avenue South Kent, WA 98032 (253) 856-5285
Auburn Human Resources Director/Risk Manager 25 West Main Street Auburn, WA 98001 (253) 931-3040	Kent City Clerk 220 4 th Avenue South Kent, WA 98032 (253) 856-5728
Auburn City Clerk 25 West Main Street Auburn, WA 98001 (253) 931-3039	Kent Police Chief 220 4 th Avenue South Kent, WA 98032 (253) 856-5888
<u>Port of Seattle:</u> Port of Seattle Claims Manager P.O. Box 68727 Seattle, WA 98168	<u>Federal Way:</u> Federal Way City Clerk 33325 -- 8 th Avenue South Federal Way, WA 98003
<u>Tukwila:</u> City Clerk	Federal Way City Attorney 33325 -- 8 th Avenue South Federal Way, WA 98003

City of Tukwila 6200 Southcenter Blvd. Tukwila, WA 98188	
<u>WCIA:</u> Claims Manager WCIA P.O. Box 1165 Renton, WA 98057	<u>Renton:</u> Renton Risk Manager 1055 So. Grady Way Renton, WA 98057
<u>CIAW:</u> Director of Claims Canfield & Associates, Inc. 451 Diamond Drive Ephrata, WA 98823	

XVIII. COMPLIANCE WITH THE LAW

The VSWAT Team and all its members shall comply with all federal, state, and local laws that apply to the VSWAT Team.

XIX. ALTERATIONS

This Agreement may be modified, amended, or altered by agreement of all participating jurisdictions and such alteration, amendment, or modification shall be effective when reduced to writing and executed in a manner consistent with paragraph XXIII of this Agreement.

XX. RECORDS

Each jurisdiction shall maintain training records related to the VSWAT Team for a minimum of seven (7) years. A copy of these records will be forwarded and maintained with the designated VSWAT Team Training Coordinator. All records shall be available for full inspection and copying by each participating jurisdiction.

XXI. FILING

Upon execution hereof, this Agreement shall be filed with the city clerks of the respective participating municipalities, and such other governmental agencies as may be required by law.

XXII. SEVERABILITY

If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.

XXIII. MUNICIPAL AUTHORIZATIONS

This Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each participating jurisdiction. This Agreement shall be deemed effective upon the last date of execution by the last so authorized representative. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the Jurisdiction, and the Jurisdiction agrees to the terms of this Agreement.

Mayor, City of Auburn Date City Attorney, City of Auburn Date

City Clerk, City of Auburn Date

Mayor, City of Renton Date City Attorney, City of Renton Date

City Clerk, City of Renton Date

Mayor, City of Tukwila	Date	City Attorney, City of Tukwila	Date
------------------------	------	--------------------------------	------

City Clerk, City of Tukwila Date

Mayor, City of Kent _____ Date _____ City Attorney, City of Kent _____ Date _____

City Clerk, City of Kent Date 11/1/2011

City Manager, City of Federal Way Date City Attorney, City of Federal Way Date

If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.

XXIII. MUNICIPAL AUTHORIZATIONS

This Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each participating jurisdiction. This Agreement shall be deemed effective upon the last date of execution by the last so authorized representative. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.

Mayor, City of Auburn Date City Attorney, City of Auburn Date

City Clerk, City of Auburn Date
Debra L. Lark 12/2/10

Mayor, City of Renton Date City Attorney, City of Renton Date
Lawrence Warner

Bonnie J. Walton 12/2/2010
City Clerk, City of Renton Date

Mayor, City of Tukwila Date City Attorney, City of Tukwila Date

City Clerk, City of Tukwila Date

Mayor, City of Kent Date City Attorney, City of Kent Date

City Clerk, City of Kent Date
Brian J. Lusk 10/14/2010

City Manager, City of Federal Way Date City Attorney, City of Federal Way Date
Amy J. Leavell 10/13/10

If any part, paragraph, section, or provision of this Agreement is held to be invalid by any court of competent jurisdiction, such adjudication shall not affect the validity of any remaining section, part, or provision of this Agreement.

XXIII. MUNICIPAL AUTHORIZATIONS

This Agreement shall be executed on behalf of each participating jurisdiction by its duly authorized representative and pursuant to an appropriate resolution or ordinance of the governing body of each participating jurisdiction. This Agreement shall be deemed effective upon the last date of execution by the last so authorized representative. This Agreement may be executed by counterparts and be valid as if each authorized representative had signed the original document.

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.

Mayor, City of Auburn

Date

City Attorney, City of Auburn

Date

City Clerk, City of Auburn

Date

Mayor, City of Renton

Date

City Attorney, City of Renton

Date

City Clerk, City of Renton

Date

Mayor, City of Tukwila

Date

City Attorney, City of Tukwila

Date

City Clerk, City of Tukwila

Date

Mayor, City of Kent

Date

City Attorney, City of Kent

Date

City Clerk, City of Kent

Date

City Manager, City of Federal Way

Date

City Attorney, City of Federal Way

Date

By signing below, the signor certifies that he or she has the authority to sign this Agreement on behalf of the jurisdiction, and the jurisdiction agrees to the terms of this Agreement.

_____ Mayor, City of Auburn	_____ Date	_____ City Attorney, City of Auburn	_____ Date
_____ City Clerk, City of Auburn	_____ Date		
_____ Mayor, City of Renton	_____ Date	_____ City Attorney, City of Renton	_____ Date
_____ City Clerk, City of Renton	_____ Date		
<i>Jim Haggan</i> <u>5/10/11</u> Mayor, City of Tukwila	_____ Date	<i>Rachel Bitts</i> <u>5/10/11</u> City Attorney, City of Tukwila	_____ Date
<i>Debbie Hart, Acting</i> <u>5/10/11</u> City Clerk, City of Tukwila	_____ Date		
_____ Mayor, City of Kent	_____ Date	_____ City Attorney, City of Kent	_____ Date
_____ City Clerk, City of Kent	_____ Date		
_____ City Manager, City of Federal Way	_____ Date	_____ City Attorney, City of Federal Way	_____ Date
_____ City Clerk, City of Federal Way	_____ Date		
_____ Chief Executive Officer, Port of Seattle	_____ Date	_____ Port Counsel, Port of Seattle	_____ Date

Carol McNeilly 10/15/10
City Clerk, City of Federal Way Date

Chief Executive Officer, Port of Seattle Date Port Counsel, Port of Seattle Date

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Port of Seattle Economic
Development Agreement

ATTACHMENTS:
1. Agreement

FOR AGENDA OF: 6/11/2020

DEPT. OF ORIGIN: City Manager

DATE SUBMITTED: 6/5/2020

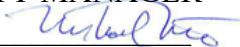
CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is for City Council to ratify acceptance of the Port of Seattle Economic Development grant – Phase 4. This agreement has been signed and accepted by the City Manager. The recommendation is for City Council to accept this grant.

Suggested Motion

Motion 1: “I move to ratify and approve the Port of Seattle Economic Development Grant – Phase 4.”

Background

The City has previously received economic development grants from the Port of Seattle, phases 1,2, and 3. Those funds were made available to all the cities in King County with the exception of Seattle. They are non-competitive grants and are based on a per capita distribution, one dollar per person of population. In the case of Des Moines that equates to approximately \$31,580.

Discussion

This will be the 4th Port grant utilized by the City of Des Moines. The first three all addressed critical elements necessary for the City to redevelop the Des Moines Marina (which is owned by the City). This grant will continue to move the process of Marina redevelopment forward. The most critical requirement, at this point, for Marina redevelopment is to address funding mechanisms to accomplish that redevelopment. This grant project will be to identify potential public/private partnerships and partners who will be a part of the Marina redevelopment process and their specific project participation.

Alternatives

Resources from the Port of Seattle combined with City funds have moved forward the process of Marina redevelopment. The alternative is not to accept this resource and for Marina Redevelopment options to be underfunded.

Financial Impact

This grant requires a match and the 2020 budget provides for this expenditure on the City's part of \$35,000. This makes slightly over \$66,000 available for this grant.

Recommendation

Staff recommends City Council ratify this contract for the Economic Development grant.



ECONOMIC DEVELOPMENT PARTNERSHIP AGREEMENT

BETWEEN

THE PORT OF SEATTLE AND CITY OF DES MOINES

S-00320263

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

RECITALS

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

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

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

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

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

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

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

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

NOW, THEREFORE the parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a contractual arrangement under which the Port will pay the Agency Program funds in the amount set forth on Section 2 solely for the purpose of carrying out the local initiative described in Exhibit A, attached and incorporated hereto by this reference (the "Project"). This Agreement shall be interpreted in furtherance of this purpose.
2. Responsibilities of the Port. The Port shall contribute Thirty-one Thousand Five Hundred Eighty and 00/100 Dollars (\$31,580.00) (the "Grant Funds") to assist the Agency in funding the Project. The Port shall disburse the Grant Funds to the Agency no later than thirty (30) days after receipt of a complete and correct invoice detailing those Project deliverables completed in accordance with Exhibit A. Subject to the requirements of this Section and of Section 18 (where applicable), the Port shall make the final payment of the Grant Funds to the Agency no later than November 30, 2020, or receipt of the final report, whichever occurs later.
3. Responsibilities of the Agency.
 - 3.1 The Agency shall contribute local funds equivalent to at least fifty percent (50%) of the Grant Funds towards the Project.
 - 3.2 The Agency may contract with local non-profits to complete the Project or elements of the Project; *provided*, that the Port shall not, under any circumstance, disburse the Grant Funds to any of the Agency's contractors or subcontractors.
 - 3.3 The Agency shall complete the Project by November 30, 2020.
4. Term. This Agreement shall become effective as of the date the Port executes this Agreement and shall terminate on November 30, 2020, unless earlier terminated under another provision of this Agreement.
5. Termination for Convenience. The Port may terminate this Agreement at any time for any reason, by giving the Agency thirty (30) days' written notice. In the event the Agency has completed any portion of the Project by the time it receives the Port's notice of termination, the Port shall pay the Agency the percentage of the Grant Funds attributable to the Agency's completed portion of the Project.
6. Termination for Default. Except in the case of delay or failure resulting from circumstances beyond the control and without the fault or negligence of the Agency, the Port shall be entitled, by written or oral notice to the Agency, to terminate Agreement for breach of any of the terms and to have all other rights against the

Agency by reason of the Agency's breach as provided by law.

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

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

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

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

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

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

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

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

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

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

15. Notices. Notices to the Port shall be sent to the following address:

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

Notices to the Agency shall be sent to the following address:

City of Des Moines
21650 11th Ave. S.
Des Moines, WA 98198

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

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

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

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

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

PORT OF SEATTLE

By: Sherry Weiss
Buyer, Purchasing


Signature
4/9/2020
Dated

CITY OF DES MOINES

By:


Signature
04/06/2020
Dated

Approved as to Form:

/s/ Tim George
City Attorney

Date: 04/06/2020

EXHIBIT A - PROJECT

Project Description:

This will be the 4th Port grant utilized by the City of Des Moines. The first three all addressed critical elements necessary for the City to redevelop the Des Moines Marina (which is owned by the City). This grant will continue to move the process of Marina redevelopment forward. The most critical requirement, at this point, for Marina redevelopment is to address funding mechanisms to accomplish that redevelopment. This grant project will be to identify potential public/private partnerships and partners who will be a part of the Marina redevelopment process and their specific project participation.

Scope of Work Description:

Project or component:	Project goal(s):	Output(s) and final deliverable(s):	Estimated completion:	Metrics or measures of success:	Describe the short-term, intermediate or long-term outcomes of the project.
Identification of potential partners – private and public.	• Identification of environmental enhancement opportunities • Identification of economic development opportunities • Identification of community development (place-making) aspects • Identification of opportunities to integrate the waterside Marina redevelopment with the landside redevelopment creating synergistic components necessary to create a true "destination" experience	• A systematic review and identification of potential partners moving forward.	• Outreach completed by June 2020 • Report finished by August 2020	Metrics are a function of the potential investment and partnerships that can be established to assist in the finance of Marina redevelopment	• Short-term: Enhancing communication with private sector and public sector agencies and developers • Short-term: A better understanding of the challenges facing potential investors. • Intermediate: Better informed economic development programs to address these challenges. • Long-term: Establishing effective public/private partnerships to achieve Marina redevelopment.

Connection to Port of Seattle interests:

Destination/Tourism/Economic Development/Emergency Management/Effective and enhanced environmental stewardship and improving the interface with Puget Sound by increasing water quality discharge into the Sound and enhancing salmon habitat.

The very successful partnership the City has had with the Port of Seattle in the development of the Des Moines Creek Business Park, created the critical mass for significant redevelopment in the downtown and the Marina.

Project Budget

Category:	Port of Seattle Funds Awarded:	City Monetary Matching Funds:	City In-kind Matching Funds:	Total Funds (Including In-Kind):
<i>Project 1: Review of Marina redevelopment Potential public and private partners</i>	\$31,580	\$35,000		\$66,580
<u>Total Funds:</u>	\$31,580	\$35,000		\$66,580
<u>Percentage contribution to Port Funds*:</u>	100%	100%		

*City monetary and in-kind matching funds must add up to at least 50% of the Port of Seattle's total contribution.

Collaboration with Partners:

Highline College Small Business Development Center, WRIA 9, Puget Sound Partners, Forterra, SR3 Marina Mammal Rescue, and local business and property owners.

Use of consultants or contractors:

The City has appreciated the efforts of The Holmes Group (Robert Holmes and team) in the first three Port grants. We anticipate continuing this relationship with Mr. Holmes and possible engaging a Marina consultant, Mr. Mark Bunzel, as well. Mr. Bunzel is currently on contract for the City helping us identify potential improvements to our Marina guest moorage to enhance integration of the Marina with our landside efforts.

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 4Culture Grant Acceptance – Arts
Commission

ATTACHMENTS:

1. 2020 4Culture Contract

FOR AGENDA OF: June 11, 2020

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

DATE SUBMITTED: April 13, 2020

CLEARANCES:

☐ Community Development N/A

☐ Marina N/A

☒ Parks, Recreation & Senior Services *Susan M. Age*

☐ Public Works N/A

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/ Tim George

☒ Finance *Christine Moore*

☐ Courts N/A

☐ Police N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Michael Vito*

Purpose and Recommendation:

The purpose of this agenda item is to seek City Council ratification of acceptance of the 2020 4Culture Grant for the Des Moines Arts Commission and approval for acceptance for forthcoming years.

Suggested Motion

MOTION: “I move to ratify the acceptance of the grant from 4Culture for Sustained Support in the amount of \$7,500 for the City of Des Moines Arts Commission programs and authorize the City Manager to sign the grant documents substantially in the forms as attached for forthcoming years.”

Background:

The City applies annually for this 4Culture grant on behalf of the Arts Commission to provide additional funding for its programs and services.

Discussion:

. The City staff in cooperation with the Arts Commission applies for grant opportunities to provide additional funding for the Arts. 4Culture, the Cultural Development Authority of King County funded by King County Hotel-Motel tax, supports local arts agencies by providing sustaining funds and other project specific grants awards. As in years past, for 2020, staff applied for a 4Culture Art Sustained Support Grant for the amount of \$7,500 for City of Des Moines cultural programs such as the Beach Park Summer Concert Series. This year, due to the uncertainty related to COVID 19, 4Culture has indicated additional flexibility in how services are delivered under the grant. The City Manager signed the grant agreement in April of 2020. This motion would ratify the City Manager's actions and approve grant funding for 2020 as well as authorize the City Manager to accept 4Culture Sustained Support grants in forthcoming years as long as the conditions of the grant remain substantially similar to the conditions of the existing grant.

Alternatives:

Not accept the 2020 4Culture Grant for Art Sustained Support. (Not recommended)

Financial Impact:

City Council authorized grants, other outside donations and earned income are revenue sources to support Arts Commission programs and services as a part of the 2020's Budget process

Recommendation/Conclusion:

Administration recommends ratification of the grant acceptance from 4Culture for Sustained Support for the City of Des Moines Arts Commission programs..



GRANT INFORMATION

TEL 206 296.7580
TTY 711

101 PREFONTAINE PL S
SEATTLE WA 98104

WWW.4CULTURE.ORG

CONTRACTOR INFORMATION

City of Des Moines
Ashley Young
Events and Facilities Manager
1000 S 220th Street
Des Moines, Washington 98198
(206) 870-9370

Your Contract #: 120116A
Arts Sustained Support - 1750
Motion #: 2020-07

PROGRAM INFORMATION

Attached is your Contract with 4Culture for \$7,500.00 for the *2020 Arts Sustained Support - LAA* project. The contract starts on 01/01/20 and ends on 12/31/20.

For questions, contact Bret Fetzer at bret.fetzer@4culture.org or (206) 263-1599.

SCOPE OF SERVICE

City of Des Moines and 4Culture, the Cultural Development Authority of King County, mutually agree that the following services be provided in accordance with the application submitted to and approved by the 4Culture Board.

Support for 2020 Programs, including events or activities with actual expenses in excess of the amount of this organization's Arts Sustained Support award, occurring between Jan 1 and Dec 31 of this year, and which are open and publicized to the community. Funds are provided on a cost reimbursement basis, including any overhead, personnel, rent, insurance, and related operating expenses necessary as part of the production of activities and experiences supported by this award.

Payable upon completion of events or activities that fulfill the requirements above and submittal of an invoice, including documentation regarding:

- Final project budget, actual
- Samples of programs, brochures, or other marketing materials featuring the 4Culture logo, if available
- Photos of the event, if available

Final payment will not be made until acknowledgment is submitted

PUBLIC BENEFIT

The Des Moines Arts Commission prides itself on the fact that all of its events are offered to the community at no charge. As a commission that is funded by the City of Des Moines it strives to continue to find local funding to ensure that all of the community has the opportunity to enjoy its events at no cost. In offering these events at no cost, the commission enables participation from all citizens no matter their income level. These free community events bring our residents together at a fun, welcoming, inclusive, diverse event of which encourages interaction with performing artists from the surrounding area. Our sculpture project Art on Poverty Bay is an out door public gallery. We offer free walking tours to all. These sculptures stay on display for 2 years and are rotated out every other year with new, engaging sculptures that capture the imagination and engage our community.

CONTRACTOR INSTRUCTIONS

Please electronically sign this Contract within two weeks of receipt and return any required enclosures. You will not be able to make changes to this Contract. If there is an error in the document, or if you need to request changes in your Scope of Service or other items, please contact your Program Manager listed above.

1. **Services** – Please review the information, Scope of Service, and Public Benefit sections above carefully. These explain the services you are agreeing to provide in accordance with the application you submitted to 4Culture.
2. **Enclosures** – Please download and complete any required enclosures listed below and e-mail to 4Culture at attachments@4culture.org. Enclosures with private information (e.g. social security numbers on a W-9) may be mailed to 4Culture, 101 Prefontaine Pl S, Seattle, WA 98104-2672.
 - a. Items to be returned **at the time you sign the contract**:
 - [W-9](#)
 - b. **At the time you are requesting payment**, you will need to provide appropriate documentation such as an interim invoice, final invoice, evaluation, or digital photos. Please review your specific grant program requirements at 4Culture's website: [Manage Your Award](#).
3. **4Culture Logo** – For details of the requirements for acknowledging 4Culture support, please refer to the Letter of Agreement. The [4Culture logo](#) is available for download in PDF, EPS, and Jpeg formats.

Promote your 4Culture funded project using our [Media Kit](#). Find out what's required, what you can do, and how we can help.

4. **Signature** – Follow the link in the e-mail message - you will be walked through a few simple steps to read and sign the contract at DocuSign. A copy of the Contract will be e-mailed to you as a PDF after it has been signed by 4Culture's Executive Director.

LETTER OF AGREEMENT

Contractor agrees to provide the services as specified on the Grant Information sheet.

4Culture, the Cultural Development Authority of King County agrees to pay the Contractor for services described on the Grant Information sheet. Payment will be made upon receipt of the invoices provided by 4Culture and any other required documents as specified in the scope of service or listed as Enclosures in the Grant Information sheet.

4Culture is organized pursuant to King County Ordinance 14482 and RCW 35.21.730, et seq. RCW 35.21.750 provides as follows: "[All] liabilities incurred by such public corporation, commission, or authority shall be satisfied exclusively from the assets and properties of such public corporation, commission or authority and no creditor or other person shall have any right of action against the city, town, or county creating such corporation, commission, or authority on account of any debts, obligations, or liabilities of such public corporation, commission, or authority."

The legislative authority of 4Culture has found and declared that providing funds to Contractor to reimburse Project costs in consideration of services provided hereunder constitutes a public purpose with the meaning of Article VII, Section 1 of the Washington State Constitution for which public funds may properly be expended or advanced.

Arts and Heritage organizations receiving funding from King County through the cultural development authority shall comply with all applicable federal, state and local laws pertaining to access for people with disabilities, and nondiscrimination in employment and the provision of services to the public, as delineated in K.C.C. 2.48.125.

In providing services under this Agreement, the Contractor is an independent contractor, and shall determine the means of accomplishing the results contemplated by this Agreement. Neither the Contractor nor its officers, agents or employees are employees of 4Culture for any purpose. 4Culture assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees and/or others by reason of this Agreement. Contractor shall protect, defend, indemnify and save harmless 4Culture and its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes; (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Agreement. The Contractor shall also defend, indemnify, and save harmless 4Culture, and its officers, agents, and employees, from and against any and all claims made by Contractor's employees arising from their employment with Contractor.

If any patentable or copyrightable material or article should result from the Project, all rights accruing from such material or article shall be the sole property of Contractor. Contractor agrees to and does hereby grant to 4Culture, an irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Agreement solely for non-commercial publicity and marketing purposes. The foregoing license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of Contractor which are modified for use in the performance of this Agreement. 4Culture will not use, license, distribute or gift any of Contractor's work, material, article or method for profit.

To the full extent provided by applicable law, the Contractor shall protect, defend, indemnify, and save harmless 4Culture its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of or in any way resulting from the acts or omissions of the Contractor, its officers, employees, and/or agents, except to the extent resulting from 4Culture's sole negligence. The Contractor agrees that its obligations under this subparagraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For the purpose of this agreement, the Contractor, by mutual negotiation, hereby waives, as respects 4Culture only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW.

The Contractor shall procure and maintain for the duration of this Agreement insurance as described below:

A. Contractor shall procure, at its sole cost and expense, Commercial General Liability insurance against claims for injuries to persons or damages to property which may arise from, or in connection with the performance of work hereunder by the Contractor, his agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractors. Each policy shall be written on an "Occurrence" basis.

B. Minimum Scope of Insurance shall be Insurance Services Office form number (CG 00 01 Ed. 11-88)—Minimum Combined Single Limit of \$1,000,000 BI & PD with a General Aggregate per project.

C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, 4Culture. The deductible and/or self-insured retention of the policies shall not apply to the Contractor's liability to 4Culture and shall be the sole responsibility of the Contractor.

D. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability Policies

a.) 4Culture, its officers, employees and agents are to be covered as primary additional insureds as respects liability arising out of activities performed by or on behalf of the Contractor in connection with this Agreement.

b.) To the extent of the Contractor's negligence, the Contractor's insurance coverage shall be primary insurance as respects 4Culture, its officers, employees, and agents. Any insurance and/or self-insurance maintained by 4Culture, its officers, employees, or agents shall not contribute with the Contractor's insurance or benefit the Contractor in any way.

c.) The Contractor's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

a.) Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except as reduced in aggregate by paid claims, at any point during the life of this contract. No material change, or cancellation or nonrenewal of any policy required by this contract shall occur without thirty (30) days' prior written notice to 4Culture.

E. Acceptability of Insurers

Unless otherwise approved in writing by 4Culture, insurance is to be placed with insurers with a Best's rating of no less than A:VIII, or, if not rated with Best's, with minimum surpluses the equivalent of Best's surplus size VIII.

F. Verification of Coverage

4Culture, reserves the right to request that contractor submit the certificate(s) of insurance evidencing compliance with all requirements set forth above.

In the event 4Culture incurs any costs, expenses and/or fees, including attorney's fees in connections with the enforcement of the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor. Claims shall include, but are not limited to, assertions that the use or transfer of any software, book, document, report, film, tape or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice. Notwithstanding the foregoing, subject to RCW 4.84.330, if either Contractor or 4Culture is the prevailing party in any action to enforce the provisions this Agreement, then such prevailing party shall be entitled to reasonable attorneys' fees in addition to costs and necessary disbursements.

The Contractor agrees to acknowledge **4Culture** support in all marketing and promotional materials, websites, brochures, press releases, advertisements, signage and other related materials during the period this contract is in force, by using either the credit line "this project was supported, in part, by 4Culture/King County Lodging Tax", and/or whenever possible, by the use of the 4Culture logo. See "manage your awards" on the 4Culture website for examples of logo use for your specific award program.

4CULTURE:

CONTRACTOR:

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2020 Surface Water Comprehensive Plan Update: Consultant On-Call Agreement Task Assignment for Engineering Services

ATTACHMENTS:

1. 2020-2021 On-Call General Civil Engineering Services, Parametrix, Task Order #2020-01

FOR AGENDA OF: June 11, 2020

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: April 30,

2020 CLEARANCES:

- ☐ Community Development _____
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☒ Public Works R. Blum

CHIEF OPERATIONS OFFICER: David J. [Signature]

☒ Legal /s/ Tim George

☒ Finance Beth Lane [Signature]

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: Michael [Signature]

Purpose and Recommendation

The purpose of this item is to seek City Council approval of the Task Order Assignment 2020-01 with Parametrix (Attachment 1) that will provide a mid-plan update to the City's most recent Surface Water Comprehensive Plan (2015 SWCP). The following motion will appear on the Consent Calendar:

Suggested Motion

Motion: "I move to approve the 2020-2021 On-Call General Civil Engineering Services Task Order Assignment 2020-01 with Parametrix, that will provide a mid-plan update to the City's current Surface Water Comprehensive Plan in the amount of \$135,535.74, plus a 10% contingency, and further authorize the City Manager to sign said Task Order Assignment substantially in the form as submitted."

Background

The City of Des Moines 2015 SWCP was adopted on March 12th, 2015. The purpose of the SWCP is to outline the implementation of the City's 10 year surface water management program. Two major

components of the SWCP are the Surface Water Capital Improvement Plan and the Surface Water Rate and General Facilities Charge Update Analysis.

The 2015 SWCP calls for a status report and possible adjustments be prepared at the 5-year mark (2020) to determine progress toward achieving goals in its 10-year time frame and to account for any adjustments due to the NPDES permit renewal in 2018/2019.

Discussion

Through the City of Des Moines' 2020-2021 On-Call General Civil Engineering Services roster, Parametrix has been selected to provide a mid-plan update to the City's 2015 SWCP as recommended in the SWCP.

The Task Order Assignment with Parametrix consists of six tasks:

Task 1- Task Management and QA/QC

Task 2- Assemble 2015-2019 Data

Parametrix will coordinate with City staff to collect and assemble real data on the surface water program from plan implementation in 2015 to December 31, 2019. The data will be used to understand actual versus planned spending on labor, materials and capital so that FCS Group can calibrate and update the financial model and assess anticipated performance from 2020 through 2024.

Task 3- Capital Improvement Plan Update

Parametrix will update the CIP estimates for all remaining high-priority projects in the CIP. The data will then be used by FCS Group to update the financial model.

Task 4- SWCP Status and Recommendations Memorandum

The goal of this task is to provide the City with an actionable summary of the 2015 SWCP implementation to date and recommendations for adjustments to its implementation moving forward.

Task 5- Fiscal Analysis (Through FCS Group)

FCS Group will update the financial model for the City to include actual expenditures, updated CIP information and updated staffing needs.

Task 6- Council Committee Update

Parametrix will prepare for and attend one (1) committee meeting and one (1) council meeting to present the SWCP update and the findings of the financial plan.

Further details of the tasks to be performed are shown in Attachment 1.

Financial Impact

A copy of the project budget is provided in Attachment 1. The maximum amount payable per this task assignment is \$135,535.74. This expense was planned for in the 2020 Operating Budget (Professional Services) and adequate budget exists in the Surface Water Enterprise Fund.

Alternatives

Council could decide to not to approve the mid-plan update to the Surface Water Comprehensive Plan at this time. This is not advisable as the current adopted Comprehensive Plan recommends a status report be produced at the mid-point of the plan to determine how the plan is progressing and if any adjustments are needed.

Recommendation or Conclusion

Staff requests that Council approve the proposed motion.

Concurrence

Legal, Public Works and the Finance Departments concur.

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Formal Task Assignment DocumentTask Number 2020-01

The general provisions and clauses of Agreement On-Call Svcs. shall be in full force and effect for this Task Assignment

Location of Project: Des Moines, WashingtonProject Title: Surface Water Comprehensive Plan UpdateMaximum Amount Payable Per Task Assignment: \$135,535.74Completion Date: December 31, 2020

Description of Work:

(Note attachments and give brief description)

See attached Scope of Work and Budget Estimate.

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature:  _____ Date: 2/25/2020

Agency Approving Authority: _____ Date: _____

Attachment A

SCOPE OF WORK

City of Des Moines

Surface Water Comprehensive Plan Update

The City of Des Moines (City) has requested that Parametrix prepare a scope of work to provide a mid-plan update to the City's 2015 Surface Water Comprehensive Plan (2015 SWCP). The 2015 SWCP built on the City's existing stormwater management program and known stormwater problems to ensure that the stormwater infrastructure, policies, and funding mechanisms would meet the City's stormwater management needs for the period from 2015 through 2024. We are about 5 years into the updated plan and it is appropriate to assess how actual spending has occurred, assess future needs and to update the financial model to understand how much work will be completed at the end of the plan in 2024.

TASK 1 – TASK MANAGEMENT AND QA/QC

Goal

Parametrix will be responsible for continuous tracking and contract administration of this project, including preparing monthly invoices, coordination of work efforts with the City's project manager, and coordination with our subconsultant (FCS Group). Parametrix's project manager will have routine phone and email contact with the City's project manager on an as-needed basis with regard to scope, schedule, budget, and invoicing issues.

This task also includes independent review of all project deliverables by a qualified and licensed professional to ensure that each project deliverable meets the standard of care for our industry and best meets the City's needs.

Assumptions

- Initial kick-off meeting attended by up to three (3) Parametrix staff.
- The budget estimate assumes all work will be completed by December 31, 2020.

Deliverables

- Kick-off meeting with City and Parametrix staff.
- Monthly invoices and progress reports.
- QA/QC review documentation (delivered upon request).

TASK 2 – ASSEMBLE 2015 TO 2019 DATA

Goal

Parametrix will coordinate with City staff to collect and assemble real data on the surface water program from plan implementation in 2015 to December 31, 2019. The data will be used to understand actual versus planned spending on labor, materials and capital so that FCS Group can calibrate and update the financial model and assess anticipated performance from 2020 through 2024.

Approach

The City will provide all available data and then Parametrix will assemble that data and coordinate with FCS Group to begin calibrating the model for actual versus planned spending.

Parametrix will collect actual capital project spending and will compare to the planning level estimates for those Capital Improvement Plan (CIP) projects and recommend adjustments to remaining CIP estimates to improve reliability of the overall capital plan.

Assumptions

- The City will provide all of the above information or will provide direction on how the data can be obtained electronically.

TASK 3 – CAPITAL IMPROVEMENT PLAN UPDATE

Goal

Parametrix will update the CIP estimates for all remaining high-priority projects in the CIP. The data will then be used by FCS Group to update the financial model.

Approach

Parametrix will use final opinions of cost and actual bid tabulations for CIP projects completed recently by the City and other local jurisdictions to update and better reflect anticipated capital costs.

Assumptions

- Updated capital costs will be completed for the remaining high priority projects as originally ranked in the 2015 Surface Water Comprehensive Plan.
- Estimates for up to three (3) additional CIP projects will be included.
- The City will identify and provide a project description for additional CIP projects.
- The City will determine the ranking of additional CIP projects.

Deliverables

- Revised CIP worksheets and up to three (3) additional CIP worksheets in PDF format.

TASK 4 – SWCP STATUS AND RECOMMENDATIONS MEMORANDUM

Goal

The goal of this task is to provide the City with an actionable summary of the 2015 SWCP implementation to date and recommendations for adjustments to its implementation moving forward.

Approach

Parametrix will conduct the following effort:

1. SWCP Status and Recommendations: Prepare a SWCP Status and Recommendations Memorandum comprised of the following:

- a. Executive Summary.
 - b. NPDES Update: A summary and action recommendations regarding NPDES Western Washington Phase II Municipal Stormwater Permit requirements enacted under the 2019-2024 permit term, including those related to Stormwater Management Action Planning (SMAP) and the Source Control Program for Existing Development.
 - c. CIP Update: Documentation of the findings and recommendations developed in Task 3 – Capital Improvement Plan Update.
 - d. Opportunity Fund: Evaluation and recommendations regarding potential conversion of the City's Pipe Replacement Fund to an opportunity fund available to a broader range of stormwater management projects.
 - e. Financial Plan Update: Documentation of the findings and recommendations developed in Task 5 - Fiscal Analysis.
2. Inter-Disciplinary Team Support: Participate in a meeting with the City to provide stormwater-related recommendations in support of the City forming an Inter-Disciplinary Long-Range Planning Team assigned to inform and assist in the development of water quality management policies and strategies based on Permit Section S5.C.1.a.
 3. 2013-2019 Stormwater Planning Annual Report Questions: Prepare answers to Permit Annual Report Questions 5 through 14 based on Permit Section S5.C.1.b.i(a) describing how the City used stormwater management needs and protection/improvement of receiving water health to inform the planning update processes and influence policies and implementation strategies during the 2013-2019 permit term.
 4. Summary Report of Current Stormwater Planning: Prepare a report based on Permit Section S5.C.1.b.i(b) and Annual Report Questions 5 through 14 describing how water quality is being addressed during this permit term in updates to the Comprehensive Plan.

Assumptions

- The City's Geographic Information System (GIS) Team will be responsible for providing the following GIS data (if available): existing land uses, hydrologic soil groups, drainage basins, known storm pipes and structures, and aerial photos. Parametrix will be responsible for developing the figures which will be included in the SWCP.
- For each draft deliverable, the City project manager will be responsible for coordinating comments by City staff; will compile and reconcile the comments in a single document; and will deliver the compiled comments to Parametrix for generation of the final deliverable. City review comments are anticipated within 2 weeks of the draft submittal.
- Up to two Parametrix team members will participate in a meeting with City staff for up to 2 hours to discuss comments received on the draft memorandum.
- Up to two Parametrix team members will participate in a meeting for up to 2 hours in support of the City forming an Inter-Disciplinary Long-Range Planning Team.

Deliverables

- Draft and final SWCP Status Update and Recommendations Memorandum (approximately 10 to 15 pages, not including attachments) in Microsoft Word and PDF electronic file formats.
- Draft and final 2013-2019 Stormwater Planning Annual Report Questions in Microsoft Excel and PDF electronic file formats.
- Draft and final Summary Report of Current Stormwater Planning (approximately 8 to 10 pages, not including attachments) in Microsoft Word and PDF electronic file formats.

TASK 5 – FISCAL ANALYSIS (FCS GROUP)

FCS Group will update the financial model for the City to include actual expenditures, updated CIP information and updated staffing needs. They will then look at three (3) scenarios:

1. How many of the remaining high priority CIP projects can be completed under the current plan for rates?
2. If all remaining high-priority capital projects cannot be completed within the current plan (through 2024), then how many additional years would it take to complete them?
3. If all remaining high-priority capital projects cannot be completed within the current plan (through 2024), what rate increases through 2024 would be necessary to complete them?

A complete scope of services and a breakdown of the budget estimate for Task 5 were prepared by FCS Group and are attached to this scope of services for reference.

TASK 6 – COUNCIL COMMITTEE UPDATE

Approach

Parametrix will prepare for and attend one (1) committee meeting and one (1) council meeting to present the SWCP update and the findings of the financial plan.

Assumptions

- No separate public meetings are included.
- Up to two (2) Parametrix team members will participate in the committee and council meetings (see FCS Group scope for their attendance of these meetings).

Deliverables

- Presentation in MS PowerPoint and PDF formats.

END OF SCOPE OF SERVICES

PROJECT APPROACH

FCS GROUP will provide an updated financial plan in support of the mid-plan update to the City of Des Moines 2015 Surface Water Comprehensive Plan. FCS GROUP will incorporate updated financial information and remaining future needs to project rates to City stormwater customers. The result will be an updated financial plan that includes any necessary rate adjustments applied to the City's existing rate structure.

Task 1: Data Collection & Review

The consultant will prepare an initial data request identifying specific pieces of data to be collected. The consultant will review data provided and make formal requests for any additional items or explanations as necessary. Inconsistencies and problems in data collected will be identified and resolved to allow accurate analysis. Meet with City to discuss study goals and specific policy issues, including the charging of streets.

Task 1 Work Products:

- Data request.
- Additional data request as necessary.
- Participation in kickoff meeting with City and Parametrix staff.

Task 2: Revenue Requirements Update

The revenue requirement is defined as the total amount of rate revenue needed to meet an enterprise's financial obligations, including capital, operating, and policy-driven commitments. The results of the revenue requirement analysis will be the recommended percentage rate increases or decreases needed to meet the obligations of the stormwater service for 2020 (remaining) and beyond.

- 2.1 Using an Excel spreadsheet model and incorporating actual revenue and expenditure information, as well as remaining capital needs, project operations and capital revenue requirements for a 10-year period.
- 2.2 Prepare for and participate in a (1) review meeting with City staff.
- 2.3 Revise / update revenue requirement findings based on City feedback.

Task 2 Work Products:

- Revenue requirements analysis and model in Excel spreadsheet.
- Participation in review meeting with City (and Parametrix) staff.

Task 3: Documentation and Presentation

Task three includes presenting findings to the applicable City Council subcommittee and the full Council, and writing a technical memorandum summarizing findings.

- 3.1 Write a draft technical memorandum summarizing study findings and recommendations. Include a comparison of storm and surface water rates in surrounding jurisdictions.
- 3.2 Prepare for and meet with the applicable City Council subcommittee and the full Council up to two (2) times in support of findings.

3.3 Prepare a final technical memorandum, incorporating revisions based on City staff and Council comments. The final product shall be prepared and delivered in both hard copy (up to ten copies) and .PDF formats.

Task 3 Work Products:

- Draft technical memorandum
- Participation in Council subcommittee and Council meetings
- Final report

BUDGET

We propose to perform the task plan described above for no more than \$23,640. A detailed budget spreadsheet is provided below.

Task ¹	Hourly Rate	Project				Total Hours	Total Budget
		Principal \$ 270	Manager \$ 185	Consultant \$ 145	Support \$ 85		
Task 1: Data Collection & Review							
1.1 Data collection & review (1)		4	4	8	0	16	\$ 2,980
Task 2: Revenue Requirements Update							
2.1 Project revenue requirements		2	4	40	0	46	\$ 7,080
2.2 Review meeting (1)		4	4	8	0	16	\$ 2,980
2.3 Update analysis		1	2	4	0	7	\$ 1,220
Task 3: Documentation & Presentation							
3.1 Write draft technical memorandum		2	4	16	0	22	\$ 3,600
3.2 Meet with Council (2)		8	8	4	2	22	\$ 4,390
3.3 Finalize technical memorandum		1	2	4	2	9	\$ 1,390
Total		22	28	84	4	138	\$ 23,640

¹ Number of meetings noted in parentheses.

Task	SubTask	SubTask	Description	Labor Dollars	Burdened Rates:	Labor Hours	Sr Engineer	Sr Consultant	Regional Division Manager	Designer IV	Sr Engineer	Sr Graphic Designer	Planner IV	Sr Project Control Specialist	Publications Supervisor	Project Accountant
01			SWCP Update	\$110,895.74	572	264	60	78	56	16	16	16	26	24	20	\$102.51
01	01		Task Management & QA/QC	\$11,405.76	60	8	4	20	16					24		12
01	02		Assemble 2015 to 2019 Data	\$6,112.72	32			8	16							
01	03		Capital Improvement Plan Update	\$10,424.80	56			16	40							
01	04		SWCP Status and Recommendation Memo	\$69,288.06	360	232	56	10		16			26		20	
01	04	0401	SWCP Status & Recommendations	\$32,368.12	166	108	22	10		8			8		10	
01	04	0402	Interdisciplinary Team Mtg	\$4,488.32	22	16	6									
01	04	0403	Annual Report Questions	\$16,298.80	84	56	16			4			8			
01	04	0404	Current Planning Report	\$16,132.82	88	52	12			4			10		10	
01	06		Council Committee Update	\$13,664.40	64	24		24				16				

Subconsultants

Financial Consulting Solutions Gp.	\$23,640.00
Subconsultants Total:	\$23,640.00

Other Direct Expenses

Mileage - \$0.575/mile	\$1,000.00
Other Direct Expenses Total:	\$1,000.00

Project Total

\$135,535.74

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: US DOJ Justice Assistance Grants –
FY18 & 19 MOU revisions

ATTACHMENTS:

1. Revised FY 2018 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Memorandum of Understanding
2. Revised FY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program Memorandum of Understanding

FOR AGENDA OF: June 11, 2020

DEPT. OF ORIGIN: Police

DATE SUBMITTED: June 3, 2020

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal TG
- ☒ Finance *Erin Lane Wilson*
- ☐ Courts
- ☒ Police /s/ Mark Couey

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Michael Hoo*

Purpose and Recommendation:

The purpose of this agenda item is to approve the revised MOUs from the US Department of Justice, Justice Assistance Grants for federal fiscal years 2018 and 2019. This will accept an increase for these two grant awards by \$2,232 combined.

Suggested Motion

MOTION: “I move to approve the revised Memorandum of Understandings for fiscal years 2018 and 2019 US Department of Justice, Justice Assistance Grants, and authorize the City Manager to sign the agreements substantially in the form as attached.”

Background: Additional Department of Justice funds have become available for eligible law enforcement agencies in the region. This amount represents approximately a 10% increase in these previously approved grants.

Discussion: By approving this motion, the City will receive the additional funds.

Alternatives: Council could decline these additional funds.

Financial Impact: Approval of the MOU's would provide for an additional \$2,232 of funding for the police department to be used in accordance with the previously approved grants.

Recommendation/Conclusion: Police Administration, Finance and City Administration recommend approving the revision of existing MOUs to receive this increase in funds.

Memorandum of Understanding -Contract

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2018 Local Solicitation

Executed by

City of Seattle

Department Authorized Representative: Faye Landskov

610 5th Avenue

PO Box 34986

Seattle, WA 98124-4986

and

City of Des Moines, hereinafter referred to as "Subrecipient"

JAG Grant Manager: Assistant Chief Mark Couey

401 5th Ave, Ste 810

Seattle, WA 98104

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

City of Des Moines

City of Seattle

Michael Matthias, City Manager

Mark R. Baird, Chief Operating Officer
Seattle Police Department

Date: _____

Date: _____

Authorized by: *Edward Byrne Memorial Justice Assistance Grant (JAG) Program*

WHEREAS, the Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, the JAG Program supports all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives; and

WHEREAS, the United States Congress authorized \$681,367 in the Justice Assistance Grant (JAG) Program for jurisdictions in King County; and

WHEREAS, 11 jurisdictions in King County were required to apply for a JAG Program award with a single, joint application; and

WHEREAS, the City of Seattle ("City"), as the identified Fiscal Agent, had DOJ submit the joint application to the Bureau of Justice Assistance on Aug 22, 2018 to request JAG Program funds; and

WHEREAS, based on the City's successful application, the Bureau of Justice Assistance has awarded \$681,367 to the City from these JAG Program funds; and

WHEREAS, pursuant to the terms of the grant whereby the City, as the identified Fiscal Agent for this award, is to distribute grant funds to co-applicants, the City intends to transfer some of the JAG funds it receives to those co-applicants; and

WHEREAS, the City is not obligated to continue or maintain grant funding levels for the JAG Program once grant funds have lapsed; and

WHEREAS, Subrecipients of JAG funds from the City should not anticipate the City will assume responsibility for any program costs funded by JAG once JAG funds are spent;

NOW THEREFORE, the parties hereto agree as follows:

This Interagency Agreement contains seven Articles:

ARTICLE I: TERM OF AGREEMENT:

The term of this Interagency Agreement shall be in effect from the date it is executed, until September 30, 2021 unless terminated earlier pursuant to the provisions hereof.

ARTICLE II: DESCRIPTION OF SERVICES

The services to be performed under this Agreement shall be conducted for the stated purposes of the Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a.) The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement; prosecution and court programs; prevention and education programs; corrections and community corrections; drug treatment and enforcement; crime victim and witness initiatives; and planning, evaluation, and technology improvement programs.

ARTICLE III: SPECIAL CONDITIONS

1. Funds are provided by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance solely for the purpose of furthering the stated objectives of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The Subrecipient shall use the funds to perform tasks as described in the Scope of Work portion of this Agreement.
2. The Subrecipient acknowledges that because this Agreement involves federal funding, the period of performance described herein will likely begin prior to the City's receipt of appropriated federal funds. The Subrecipient agrees that it will not hold the City or the Department of Justice liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to the City's receipt and distribution of federal funds. In the event that the Department of Justice requires the City to repay awarded funds for failure to comply with Special Conditions 41-47 listed in Attachment A, the Subrecipient will repay the City any funds it received under this Agreement that the City is required to repay to the federal government. Subrecipient further acknowledges and agrees that the City may reject federal funds if it is required to comply with Special Conditions 41-47 as a prerequisite for receiving these funds. Subrecipient will not pursue the City for such funds but may be able to pursue the federal government.
3. This contract is funded with federal grant funds under CFDA 16.738. The grant is FY 2018 Justice Assistance Grant Program Award # 2018-DJ-BX-0200. All federal financial and grant management rules and regulations must be adhered to in the execution of this contract. Exhibit Attachment A is a copy of the federal award documents. All

special conditions stated in the award documents apply to the execution of this contract. All Subrecipients are assumed to have read, understood, and accepted the Award as binding.

4. The Subrecipient acknowledges that all allocations and use of funds under this agreement will be in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2018 Local Solicitation. Allocation and use of grant funding must be coordinated with the goals and objectives included in the Local Solicitation. All Subrecipients are assumed to have read, understood, and accepted the Local Solicitation as binding.
5. Subrecipient agrees to obtain a valid DUNS profile and create an active registration with the Central Contractor Registration (CCR) database no later than the due date of the Subrecipient's first quarterly report after a subaward is made.
6. The Subrecipient shall comply with all applicable laws, regulations, and program guidance. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2017 award from the Office of Justice Programs (OJP).
7. The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements.
 - a. Non-Federal entities that expend \$750,000 or more in one fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Office of Management and Budget (OMB) Circular A-133- Audits of States, Local Governments, and non-Profit Organizations. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
 - b. Subrecipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS), as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying the Washington State Auditor's Office and requesting an audit.
 - c. The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-recipients also maintain auditable records.
 - d. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report submitted to the Seattle Police Department. The Subrecipient

must respond to requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The City reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

- e. If applicable, once any single audit has been completed, the Subrecipient must send a full copy of the audit to the City and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Subrecipient must send the audit and the letter no later than nine months after the end of the Subrecipient's fiscal year(s) to:

Faye Landskov, JAG Program Manager
Seattle Police Department
610 5th Avenue
PO Box 34986
Seattle, WA 98124-4986
206-733-9163

- f. In addition to sending a copy of the audit, the Subrecipient must include a corrective action plan for any audit findings and a copy of the management letter if one was received. The Subrecipient shall include the above audit requirements in any subcontracts.
- g. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requirements, including, but not limited to, the provision of any information required for assessment or evaluation of activities within this agreement, and for compliance BJA reporting requirements.
- h. Suspension and Debarment: The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in transactions by any Federal department or agency. By signing and submitting this Agreement, the Subrecipient is providing the signed certification set out below. The certification this clause is a material representation of fact upon which reliance was placed when this transaction was entered into.

If it is later determined that the Subrecipient rendered an erroneous certification, the Federal Government and City may pursue available remedies, including termination and/or debarment. The Subrecipient shall provide immediate written notice to the City if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The Subrecipient agrees by signing this Agreement that it shall not enter into any covered transaction with a person or subcontractor who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in this covered transaction, unless authorized in writing by the City. The Subrecipient shall include the requirement in this section in any subcontracts.

ARTICLE IV: SCOPE OF WORK

The Scope of Work of this Agreement and the time schedule for completion of such work is as described in **Attachment B: JAG Budget Worksheet**, as approved by BJA. Attachment B is attached to and made part of this agreement.

The work shall, at all times, be subject to the City's general review and approval. The Subrecipient shall confer with the City periodically during the progress of the Work, and shall prepare and present such information and materials (e.g. a detailed outline of completed work) as may be pertinent, necessary, or requested by the City or BJA to determine the adequacy of the Work or Subrecipient's progress.

ARTICLE V: PAYMENT

1. Compensation

The Subrecipient shall be reimbursed on an actual cost basis. Compensation under this Agreement cannot exceed \$12,284.

The Subrecipient shall incur authorized allowable expenses in accordance with the Project Budget, as detailed in Attachment B.

The Subrecipient may request additional reimbursement up to the amount of interest accrued on their portion of the grant award. The City will provide quarterly statements to the Subrecipient, once the interest balance accrued equals at least \$1,000.

Reimbursements will not be made for interest accrued that is less than \$1,000.

Reimbursements can be requested, up to the total amount of interest accrued, after the initial quarterly statement has been sent, to perform tasks in accordance with the Project Budget, as detailed in Attachment B.

No travel or subsistence costs, including lodging and meals, reimbursed with federal funds may exceed federal maximum rates, which can be found at: <http://www.gsa.gov>.

2. Manner of Payment

The Subrecipient shall submit reimbursement requests not more than monthly, and at least quarterly. After the first quarter, monthly submission is preferred.

Requests are due no later than 30 days after the end of the period in which the work was performed. Reimbursement request forms are provided. Substitute forms are acceptable.

With each reimbursement request, the Subrecipient shall submit:

- Detailed spreadsheet of expenditures by task and related financial documents (timesheets, invoices)

- These documents and invoices must be kept on file by the Subrecipient and be made available upon request by the City or to state or federal auditors, for at least six years after the closure of the grant.

Reimbursement will not be processed without accompanying documentation for the corresponding costs. Once the above conditions are met, payment shall be made by the City to the Subrecipient.

Submit invoicing to	Submit Documentation to
Fiscal Accounts Payable Seattle Police Department 610 5 th Avenue PO Box 34986 Seattle, WA 98124-4986 SPDAP@seattle.gov	Faye Landskov, JAG Program Manager Seattle Police Department 610 5 th Avenue PO Box 34986 Seattle, WA 98124-4986 206-733-9163

Article VI. COOPERATION IN MONITORING AND EVALUATION.

1. SPD Responsibilities:

SPD shall monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of Approved Services performed under this Agreement. SPD has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. SPD may require Subrecipient to take corrective action if deficiencies are found. SPD will not monitor Subrecipient's adherence to Special Conditions 41-47 in the Grant Award and Special Conditions documents.

2. Subrecipient Responsibilities.

- a. Subrecipient shall permit SPD to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- b. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of SPD, DOJ, the U.S. Government Accountability Office or the Comptroller General of the United States and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

ARTICLE VII: AMENDMENTS

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

Memorandum of Understanding -Contract

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2019 Local Solicitation

Executed by

City of Seattle

Department Authorized Representative: Faye Landskov

610 5th Avenue

PO Box 34986

Seattle, WA 98124-4986

and

City of Des Moines, hereinafter referred to as “Subrecipient”

JAG Grant Manager: Assistant Chief Mark Couey

401 5th Ave, Ste 810

Seattle, WA 98104

IN WITNESS WHEREOF, the parties have executed this Agreement by having their representatives affix their signatures below.

City of Des Moines

City of Seattle

Michael Matthias, City Manager

Mark R. Baird, Chief Operating Officer
Seattle Police Department

Date: _____

Date: _____

Authorized by: *Edward Byrne Memorial Justice Assistance Grant (JAG) Program*

WHEREAS, the Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions; and

WHEREAS, the JAG Program supports all components of the criminal justice system, from multi-jurisdictional drug and gang task forces to crime prevention and domestic violence programs, courts, corrections, treatment, and justice information sharing initiatives; and

WHEREAS, the United States Congress authorized \$672,410 in the Justice Assistance Grant (JAG) Program for jurisdictions in King County; and

WHEREAS, 11 jurisdictions in King County were required to apply for a JAG Program award with a single, joint application and 9 did; and

WHEREAS, the City of Seattle ("City"), as the identified Fiscal Agent, had DOJ submit the joint application to the Bureau of Justice Assistance on Aug 22, 2019 to request JAG Program funds; and

WHEREAS, based on the City's successful application, the Bureau of Justice Assistance has awarded \$672,410 to the City from these JAG Program funds; and

WHEREAS, pursuant to the terms of the grant whereby the City, as the identified Fiscal Agent for this award, is to distribute grant funds to co-applicants, the City intends to transfer some of the JAG funds it receives to those co-applicants; and

WHEREAS, the City is not obligated to continue or maintain grant funding levels for the JAG Program once grant funds have lapsed; and

WHEREAS, Subrecipients of JAG funds from the City should not anticipate the City will assume responsibility for any program costs funded by JAG once JAG funds are spent;

NOW THEREFORE, the parties hereto agree as follows:

This Interagency Agreement contains seven Articles:

ARTICLE I: TERM OF AGREEMENT:

The term of this Interagency Agreement shall be in effect from the date it is executed, until September 30, 2022 unless terminated earlier pursuant to the provisions hereof.

ARTICLE II: DESCRIPTION OF SERVICES

The services to be performed under this Agreement shall be conducted for the stated purposes of the Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)). The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement; prosecution and court programs; prevention and education programs; corrections and community corrections; drug treatment and enforcement; crime victim and witness initiatives; and planning, evaluation, and technology improvement programs.

ARTICLE III: SPECIAL CONDITIONS

1. Funds are provided by the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance solely for the purpose of furthering the stated objectives of the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. The Subrecipient shall use the funds to perform tasks as described in the Scope of Work portion of this Agreement.
2. The Subrecipient acknowledges that because this Agreement involves federal funding, the period of performance described herein will likely begin prior to the City's receipt of appropriated federal funds. The Subrecipient agrees that it will not hold the City or the Department of Justice liable for any damages, claim for reimbursement, or any type of payment whatsoever for services performed under this Agreement prior to the City's receipt and distribution of federal funds. In the event that the Department of Justice requires the City to repay awarded funds for failure to comply with Special Conditions 41-47 listed in Attachment A, the Subrecipient will repay the City any funds it received under this Agreement that the City is required to repay to the federal government. Subrecipient further acknowledges and agrees that the City may reject federal funds if it is required to comply with Special Conditions 31-41 as a prerequisite for receiving these funds. Subrecipient will not pursue the City for such funds but may be able to pursue the federal government.
3. This contract is funded with federal grant funds under CFDA 16.738. The grant is FY 2019 Justice Assistance Grant Program Award # 2019-DJ-BX-0906. All federal financial and grant management rules and regulations must be adhered to in the execution of this contract. Exhibit Attachment A is a copy of the federal award documents. All

special conditions stated in the award documents apply to the execution of this contract. All Subrecipients are assumed to have read, understood, and accepted the Award as binding.

4. The Subrecipient acknowledges that all allocations and use of funds under this agreement will be in accordance with the Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2019 Local Solicitation. Allocation and use of grant funding must be coordinated with the goals and objectives included in the Local Solicitation. All Subrecipients are assumed to have read, understood, and accepted the Local Solicitation as binding.
5. Subrecipient agrees to obtain a valid DUNS profile and create an active registration with the Central Contractor Registration (CCR) database no later than the due date of the Subrecipient's first quarterly report after a subaward is made.
6. The Subrecipient shall comply with all applicable laws, regulations, and program guidance. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by the Department of Justice (DOJ) in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this 2017 award from the Office of Justice Programs (OJP).
7. The Subrecipient must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements.
 - a. Non-Federal entities that expend \$750,000 or more in one fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Office of Management and Budget (OMB) Circular A-133- Audits of States, Local Governments, and non-Profit Organizations. Non-federal entities that spend less than \$750,000 a year in federal awards are exempt from federal audit requirements for that year, except as noted in Circular No. A-133, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
 - b. Subrecipients required to have an audit must ensure the audit is performed in accordance with Generally Accepted Auditing Standards (GAAS), as found in the Government Auditing Standards (the Revised Yellow Book) developed by the Comptroller General and the OMB Compliance Supplement. The Subrecipient has the responsibility of notifying the Washington State Auditor's Office and requesting an audit.
 - c. The Subrecipient shall maintain auditable records and accounts so as to facilitate the audit requirement and shall ensure that any sub-recipients also maintain auditable records.
 - d. The Subrecipient is responsible for any audit exceptions incurred by its own organization or that of its subcontractors. Responses to any unresolved management findings and disallowed or questioned costs shall be included with the audit report submitted to the Seattle Police Department. The Subrecipient

must respond to requests for information or corrective action concerning audit issues or findings within 30 days of the date of request. The City reserves the right to recover from the Subrecipient all disallowed costs resulting from the audit.

- e. If applicable, once any single audit has been completed, the Subrecipient must send a full copy of the audit to the City and a letter stating there were no findings, or if there were findings, the letter should provide a list of the findings. The Subrecipient must send the audit and the letter no later than nine months after the end of the Subrecipient's fiscal year(s) to:

Faye Landskov, JAG Program Manager
Seattle Police Department
610 5th Avenue
PO Box 34986
Seattle, WA 98124-4986
206-733-9163

- f. In addition to sending a copy of the audit, the Subrecipient must include a corrective action plan for any audit findings and a copy of the management letter if one was received. The Subrecipient shall include the above audit requirements in any subcontracts.
- g. The Subrecipient agrees to cooperate with any assessments, national evaluation efforts, or information or data collection requirements, including, but not limited to, the provision of any information required for assessment or evaluation of activities within this agreement, and for compliance BJA reporting requirements.
- h. Suspension and Debarment: The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in transactions by any Federal department or agency. By signing and submitting this Agreement, the Subrecipient is providing the signed certification set out below. The certification this clause is a material representation of fact upon which reliance was placed when this transaction was entered into.

If it is later determined that the Subrecipient rendered an erroneous certification, the Federal Government and City may pursue available remedies, including termination and/or debarment. The Subrecipient shall provide immediate written notice to the City if at any time the Subrecipient learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The Subrecipient agrees by signing this Agreement that it shall not enter into any covered transaction with a person or subcontractor who is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in this covered transaction, unless authorized in writing by the City. The Subrecipient shall include the requirement in this section in any subcontracts.

ARTICLE IV: SCOPE OF WORK

The Scope of Work of this Agreement and the time schedule for completion of such work is as described in **Attachment B: JAG Budget Worksheet**, as approved by BJA. Attachment B is attached to and made part of this agreement.

The work shall, at all times, be subject to the City's general review and approval. The Subrecipient shall confer with the City periodically during the progress of the Work, and shall prepare and present such information and materials (e.g. a detailed outline of completed work) as may be pertinent, necessary, or requested by the City or BJA to determine the adequacy of the Work or Subrecipient's progress.

ARTICLE V: PAYMENT

1. Compensation

The Subrecipient shall be reimbursed on an actual cost basis. Compensation under this Agreement cannot exceed \$13,342.

The Subrecipient shall incur authorized allowable expenses in accordance with the Project Budget, as detailed in Attachment B.

The Subrecipient may request additional reimbursement up to the amount of interest accrued on their portion of the grant award. The City will provide quarterly statements to the Subrecipient, once the interest balance accrued equals at least \$1,000.

Reimbursements will not be made for interest accrued that is less than \$1,000.

Reimbursements can be requested, up to the total amount of interest accrued, after the initial quarterly statement has been sent, to perform tasks in accordance with the Project Budget, as detailed in Attachment B.

No travel or subsistence costs, including lodging and meals, reimbursed with federal funds may exceed federal maximum rates, which can be found at: <http://www.gsa.gov>.

2. Manner of Payment

The Subrecipient shall submit reimbursement requests not more than monthly, and at least quarterly. After the first quarter, monthly submission is preferred.

Requests are due no later than 30 days after the end of the period in which the work was performed. Reimbursement request forms are provided. Substitute forms are acceptable.

With each reimbursement request, the Subrecipient shall submit:

- Detailed spreadsheet of expenditures by task and related financial documents (timesheets, invoices)

- These documents and invoices must be kept on file by the Subrecipient and be made available upon request by the City or to state or federal auditors, for at least six years after the closure of the grant.

Reimbursement will not be processed without accompanying documentation for the corresponding costs. Once the above conditions are met, payment shall be made by the City to the Subrecipient.

Submit invoicing to	Submit Documentation to
Fiscal Accounts Payable Seattle Police Department 610 5 th Avenue PO Box 34986 Seattle, WA 98124-4986 SPDAP@seattle.gov	Faye Landskov, JAG Program Manager Seattle Police Department 610 5 th Avenue PO Box 34986 Seattle, WA 98124-4986 206-733-9163

Article VI. COOPERATION IN MONITORING AND EVALUATION.

1. SPD Responsibilities:

SPD shall monitor, evaluate and provide guidance and direction to Subrecipient in the conduct of Approved Services performed under this Agreement. SPD has the responsibility to determine whether Subrecipient has spent funds in accordance with applicable laws, regulations, including the federal audit requirements and agreements and shall monitor the activities of Subrecipient to ensure that Subrecipient has met such requirements. SPD may require Subrecipient to take corrective action if deficiencies are found. SPD will not monitor Subrecipient's adherence to Special Conditions 31 - 41 in the Grant Award and Special Conditions documents.

2. Subrecipient Responsibilities.

- a. Subrecipient shall permit SPD to carry out monitoring and evaluation activities, including any performance measurement system required by applicable law, regulation, funding sources guidelines or by the terms and conditions of the applicable Notice of Prime Award, and Subrecipient agrees to ensure, to the greatest extent possible, the cooperation of its agents, employees and board members in such monitoring and evaluation efforts. This provision shall survive the expiration or termination of this Agreement.
- b. Subrecipient shall cooperate fully with any reviews or audits of the activities under this Agreement by authorized representatives of SPD, DOJ, the U.S. Government Accountability Office or the Comptroller General of the United States and Subrecipient agrees to ensure to the extent possible the cooperation of its agents, employees and board members in any such reviews and audits. This provision shall survive the expiration or termination of this Agreement.

ARTICLE VII: AMENDMENTS

No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, by mutual agreement.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Ordinance No. 20-032 relating to business licenses and amending DMMC 5.04.020, 5.04.030 and 5.04.040.

ATTACHMENTS:

1. Draft Ordinance No. 20-032

FOR AGENDA OF: June 11, 2020

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: June 4, 2020

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/ TG

☒ Finance *Catherine W...*

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *Michael...*

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider Draft Ordinance No. 20-032 relating to business licenses and amending DMMC 5.04.020, 5.04.030 and 5.04.040.

Suggested Motion

First Motion: “I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 20-032 on first reading.”

Second Motion: “I move to enact Draft Ordinance No. 20-032 authorizing an amendment to the DMMC 5.040.020, 5.04.030 and 5.04.040 to allow amendments to business license fees and penalties.”

Background

In 2018, the City of Des Moines adopted new general business licensing requirements from EHB 2005 (RCW 35.90) to comply with the state uniform model ordinance. Aside from the model ordinance

provisions, cities and towns may adopt any other business license provisions as they see fit, including, but not limited to:

- Fees and thresholds (provided that they comply with the model ordinance)
- Approval process and conditions
- License terms and expiration dates
- Penalties
- Suspension, revocation, and appeals
- Exemptions (again, provided that they comply with the model ordinance)

At the May 28, 2020 City Council meeting, City Council approved a Resolution entering into an Interlocal Agreement with the Washington Multi-City Business License and Tax Portal Agency (FileLocal). The City will start using the FileLocal, a web application gateway (“Portal”), to administer business licensing and tax collection. The Finance Department has recognized the need to amend the municipal code as it relates to general business licensing. The changes are to ensure that our city code is compatible with the new online tax and licensing system, FileLocal. Below is a summary of the key changes.

- Amendment to DMMC 5.04.020 and 5.04.030 to reflect the change in responsibility for processing and managing the business license process from the City Clerk to the Finance Director;
- The DMMC currently provides that business license fees are set by a resolution of the City Council, but late fees are set by ordinance, codified at DMMC 5.04.040. The Draft Resolution would also have late fees set by Resolution for consistency and easier administration. Staff will be bringing forward a Draft Resolution to set new business license fees and late fees later on this agenda to be consistent with parameters allowed within the FileLocal system and a new opportunity provided by the system to change the structure of the late penalties.

Alternatives

The City Council may:

1. Approve the Draft Ordinance No. 20-032 relating to business licenses and amending DMMC 5.04.020, 5.04.030 and 5.04.040.
2. Decline to approve the Draft Ordinance. If the City chooses not to approve these changes the FileLocal implementation will be difficult with the code in its current format.

Financial Impact

The changes proposed in the Draft Ordinance reflect a minor internal shift of responsibility and a change to the manner in which the Council sets rates. The financial impact of these changes will be negligible.

Recommendation

Staff recommends the City Council enact Draft Ordinance No. 20-032.

CITY ATTORNEY'S FIRST DRAFT 6/3/2020**DRAFT ORDINANCE NO. 20-032**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to business licenses and amending DMMC 5.04.020, 5.04.030, and 5.04.040.

WHEREAS, the Legislature has given code cities the authority under RCW 35A.82.020 to license, regulate, and make inspection in regard to all places and kinds of business, production, commerce, entertainment, exhibition, and upon all occupations, trades and professions and any other lawful activity, and to impose excises for regulation or revenue of the same, and

WHEREAS, this authority granted by the Legislature is subject to limitations imposed from time to time by the Legislature, and

WHEREAS, the Des Moines City Council has provided for general business licenses and imposition of fees for obtaining such license, codified at chapter 5.04 DMMC, and

WHEREAS, in 2017 the Legislature passed Engrossed House Bill 2005 which required Washington cities to partner with the Washington State Department of Revenue ("Department of Revenue") to utilize the Washington State Business Licensing System ("BLS") before January 1, 2022, or with FileLocal by July 1, 2020 to issue business licenses, and

WHEREAS, the City Council of the City of Des Moines enacted Resolution No. 1413 on May 28, 2020, approving an Interlocal Agreement to join FileLocal as a principal city for business licensing and collection of Business and Occupation tax, and

WHEREAS, joining FileLocal provides the opportunity to make minor changes to the Des Moines Municipal Code to more effectively administer business licenses, and

WHEREAS, the Finance Director or the Finance Director's designee is best positioned and best suited to administer business licenses, and

WHEREAS, the process for setting late penalties for business licenses should be consistent with the process for setting business license fees by Resolution of the City Council, and

WHEREAS, it is appropriate to change the date for the late penalty be changed from February 15th to the last day of January to more easily interface with FileLocal, and

WHEREAS, the City Council finds that it is in the best interest of the public health, safety, and welfare to make the following amendments to the City business licensing code; now therefore,

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

Sec. 1. DMMC 5.04.020 and section 2 of Ordinance No. 39 as amended by section 1(A) of Ordinance No. 460 as amended by section 1 of Ordinance No. 863 as amended by section 6 of Ordinance No. 993 as amended by section 2 of Ordinance No. 1354 as amended by Section 2 of Ordinance No. 1706 are each amended to read as followed:

License or license registration required - Transfer prohibited.

(1) It is unlawful for a person to engage in business within the city without first having secured a license to do so, or continue to engage in business after such license or license registration is revoked. Each business location shall be deemed a separate business.

(2) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 and who does not maintain a place of business within the city shall submit a business license registration to the Finance Director ~~City Clerk~~ or the ~~City Clerk~~ Finance Director's designee at no cost, in lieu of obtaining a business license under this chapter. An approved business license registration submitted under this subsection shall fulfill the requirement to secure a business license set forth in subsection (1) of this section. The dollar threshold in this subsection does not apply to regulatory license requirements or activities that require a specialized permit.

(3) A license issued under this chapter is valid only for operation of the specific business for which application is made and is not transferable to any other person.

(4) Each day that a person engages in business without a valid business license or license registration constitutes a separate offense and may be punished as such; except a person that assumes operation of a business that has a current valid license is allowed 30 days to make application for a business license in the name of the new operator, but only if there is no change in the nature or type of business conducted, location, or use of the business premises and there are no existing violations of federal, state, or local law.

Sec. 2. DMMC 5.04.030 and section 3 of Ordinance No. 39 as amended by section 1(A) of Ordinance No. 454 as amended by section 1(B) of Ordinance No. 460 as amended by section 1 of Ordinance No. 556 as amended by section 1 of Ordinance No. 678 as amended by section 35 of Ordinance No. 770 as amended by section 3 of Ordinance No. 1354 as amended by Section 3 of Ordinance No. 1706 are each amended to read as followed:

Licenses - Fees - Appeal.

(1) Applications for licenses or license registrations shall be made to the ~~City Clerk~~ Finance Director or the ~~City Clerk~~ Finance Director's designee on such forms as he or she may direct. All home occupations shall be licensed as a business. All applications for business licenses shall be accompanied by a license fee set by resolution of the City Council. No fee shall be required for business license registrations. The ~~city clerk~~ Finance Director shall present all applications for licenses or license registrations to the City Manager for investigation. No license or license registration shall be granted to any person, firm, or corporation whom the City Manager finds:

(a) Will be engaging in a business which violates any federal or State law or City ordinance;

(b) Has had a similar license revoked or has operated without any required license(s) in any jurisdiction within a one-year period prior to the date of making application for a license under this chapter; or

(c) Is using or occupying the real property of the business in violation of the provisions of Title 14 DMMC or all

amendments thereto or in violation of City provisions regarding nuisances.

(2) Any appeal from a denial of issuance of such license or license registration shall be taken to the hearing examiner within 10 days of such denial in accordance with the provisions of the hearing examiner code.

Sec. 3. DMMC 5.04.040 and section 4 of Ordinance No. 39 as amended by section 1 of Ordinance No. 1086 as amended by Section 5 of Ordinance No. 1354 are each amended to read as follows:

Issuance - Late Penalty.

A license or license registration issued under this chapter is granted for the calendar year of issuance, and shall be renewed on or before ~~February 15th~~ the last day of January of the year following its date of issuance. ~~If a license or license registration is not renewed by February 15th, a new application must be made, accompanied by an additional fee of 100 percent of the fee payable upon an original application under this chapter. Failure to pay the license fee when due and payable shall result in a penalty set by resolution of the City Council.~~ All other applications for renewals are accompanied by the same ~~fee as provided for an original application~~ fee set by resolution of the City Council.

Sec. 4. Severability - Construction.

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

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

Sec. 5. 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 June, 2020 and signed in authentication thereof this ___ day of June, 2020.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing to consider Draft Ordinance 19-112 relating to code clean-up items to correct omissions, errors, and inconsistencies and to clarify City Council intent.

ATTACHMENTS:

1. Draft Ordinance No. 19-112 Amending chapters 18.01, 18.15, 18.20, 18.30, 18.52, 18.60, 18.190, 18.200, 18.210, and 18.250 DMMC.

FOR AGENDA OF: June 11, 2020

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: March 5, 2020

CLEARANCES:

- [X] Community Development *JMC*
 [] Marina _____
 [] Parks, Recreation & Senior Services _____
 [X] Public Works *PWC*

CHIEF OPERATIONS OFFICER: *DSB*

- [X] Legal *TO*
 [] Finance _____
 [] Courts _____
 [] Police _____

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

Purpose and Recommendation

The purpose of this Agenda Item is for the City Council to hold a public hearing for the consideration of Draft Ordinance No. 19-112 (Attachment 1) that would amend chapters 18.01, 18.15, 18.20, 18.30, 18.52, 18.60, 18.190, 18.200, 18.210, and 18.250 Des Moines Municipal Code (DMMC) to correct omissions, errors, and inconsistencies and to clarify City Council intent.

Suggested Motion

Motion 1: “I move to suspend Rule 26(a) in order to enact Draft Ordinance 19-112 on first reading.”

Motion 2: “I move to enact Draft Ordinance No. 19-112 amending chapters 18.01, 18.15, 18.20, 18.30, 18.52, 18.60, 18.190, 18.200, 18.210, and 18.250 DMMC to correct omissions, errors, and inconsistencies and to clarify City Council intent.”

Background

The Community Development Department keeps an on-going list of small DMMC code maintenance issues and potential changes to Title 18, and periodically brings these to the City Council for consideration. Some of these issues were items that were unintentionally omitted when the development regulations were re-codified by Ordinance 1591 in 2014 or where inconsistencies between code sections were inadvertently created by Ordinance 1591 or when other Title 18 ordinances were passed. In some cases the change would clarify the City Council's intent. In other cases State law has changed necessitating a change in the DMMC.

Discussion

The proposed ordinance amends the Des Moines Municipal Code Chapters 18.01, 18.15, 18.20, 18.30, 18.52, 18.60, 18.190, 18.200, 18.210, and 18.250 DMMC to correct omissions, errors, and inconsistencies, and to clarify City Council intent. These amendments are summarized as follows:

Section 1 adds a definition originally contained in the DMMC before Title 18 was re-codified. It was thought at the time that these definitions had a common and generally understood meaning, but some definitions contained language necessary for application of related code sections.

Section 2 adds Title 16 DMMC to the code sections subject to chapter 18.15 DMMC, Nonconforming Buildings and Uses. This was an inadvertent omission when codes pertaining to environmentally critical areas were moved from Title 18 to Title 16 DMMC.

Section 3 corrects the project approval type classification for modifications of parking provisions, modification of landscaping requirements, environmentally critical area development exceptions and exemptions from shoreline substantial development permits for consistency with previous codes changes.

Section 4 adds language identical to Type II and Type III land use actions clarifying that a notice of application is required. An error in the code citation for the appeal process is corrected.

Section 5 corrects the code citation for the appeal process for a Type V land use action.

Section 6 corrects the code citation for the appeal process for a Type VI land use action.

Section 7 removes the requirement to set the date for the public hearing by motion for textual changes to zoning code or area-wide rezones. This is not required by State law.

Section 8 adds language to DMMC 18.52.010A Residential Use Chart, Footnote [15] pertaining to townhouse development, to direct readers to the applicable design requirement code sections.

Section 9 removes footnote [26] pertaining to mixed use from Offices, business and professional in the Commercial Use Chart in DMMC 18.52.010B.

Section 10 corrects the lot threshold for a subdivision for consistency with chapter 17.10 DMMC.

Section 11 provides additional clarification on the intent to limit fire or parapet walls to the minimum required for compliance with the building code when extending beyond the maximum height limit.

Section 12 provides additional clarification for calculating allowable signage in the Downtown Commercial Zone.

Section 13 adds language to DMMC 18.210.170 regarding driveway surfaces for consistency with the City's adopted drainage standards.

Section 14 corrects the list of zones in which a state-licensed marijuana retailer may operate to reflect changes to the City's zoning map. No changes to the applicable areas are proposed.

Alternatives

The City Council may:

1. Enact the proposed Draft Ordinance No. 19-112 as written.
2. Enact Draft Ordinance No. 19-112 with amendments
3. Pass enactment of Draft Ordinance No. 19-112 to a second reading.
4. Decline to enact Draft Ordinance 19-112.

Financial Impact

There will be no fiscal impact to the City related to these changes.

Recommendation

Administration and staff recommend enactment of Draft Ordinance No. 19-112.

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CITY ATTORNEY'S FIRST DRAFT 03/12/2020**DRAFT ORDINANCE NO. 19-112**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the Zoning Code and City land use and development regulations, and amending chapters 18.01, 18.15, 18.20, 18.30, 18.52, 18.60, 18.190, 18.200, 18.210, and 18.250 DMMC to correct omissions, errors, and inconsistencies and to clarify City Council intent.

WHEREAS, by June 30, 2015 and every eight years thereafter, RCW 36.70A.130(1) requires the City of Des Moines to take legislative action to review and, if needed, revise its development regulations. Nothing precludes the City from doing so earlier per RCW 36.70A.130(6), and

WHEREAS, the Chief Strategic Officer, acting as the SEPA responsible official, reviewed this proposed non-project action and determined that the proposed textual code amendments result in no substantive changes respecting use or modification of the environment and are therefore categorically exempt from threshold determination and EIS requirements in accordance with WAC 197-11-800 (19) (b) and chapter 16.05 DMMC, and

WHEREAS, the City Council set the date for the public hearing by motion on February 13, 2020, fixing the public hearing for March 12, 2020 as required by DMMC 18.30.070, and

WHEREAS, the textual code amendments proposed in this Draft Ordinance were provided to the Department of Commerce as required by RCW 36.70A.106, and

WHEREAS, notice of the public hearing was issued on February 26, 2020 in accordance with the DMMC, and

WHEREAS, a public hearing was held on March 12, 2020 where all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the Title 18 DMMC amendments contained in this Ordinance comply with the

requirements of chapter 36.70A RCW and are appropriate and necessary; now therefore,

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

Sec. 1. DMMC 18.01.050, *Definitions*, and section 5 of Ordinance No. 1591 as amended by section 1 of Ordinance No. 1628 as amended by section 1 of Ordinance No. 1655 as amended by section 3 of Ordinance No. 1661 as amended by section 3 of Ordinance No. 1669 as amended by section 15 of Ordinance No. 1671 as amended by section 1 of Ordinance No. 1697 as amended by section 3 of Ordinance No. 1714 as amended by section 2 of Ordinance No. 1719, shall be amended to add the following definition:

Garage, private. "Private garage" means an accessory building or an accessory portion of the main building, enclosed on not less than three sides and designed or used only for the shelter or storage of vehicles owned or operated only by the occupants of the main building or buildings.

Sec. 2. DMMC 18.15.020, *Nonconforming Buildings and Uses, Application*, and section 38 of Ordinance No. 1591 as amended by section 3 of Ordinance No. 1655 as amended by section 1 of Ordinance No. 1695, are amended to read as follows:

18.15.020 Application.

(1) The foregoing regulations set forth in this Title and Title 16 DMMC shall be subject to the general provisions, conditions, and exceptions contained in this chapter.

(2) The provisions of this chapter shall apply to buildings, structures, land, and uses which become nonconforming as a result of the application of this Title and Title 16 DMMC to them, from classification or reclassification of the property

under this Title or any subsequent amendments thereto, or from governmental acquisition of property for right-of-way expansion or essential public facility construction. If a use originally authorized by a variance, conditional use permit, or other valid use permit prior to August 3, 1964, is located within a zone in which such use is not permitted by the terms of this Title, such use shall be a nonconforming use. Uses validly established prior to August 3, 1964, shall not be deemed nonconforming only because of failure to secure a conditional use permit required under this Title.

(3) If a building, structure or land becomes nonconforming solely because of governmental acquisition of a portion of the property for an essential public transportation facility, the property shall be a legal nonconforming lot and the building, structure or use may continue.

Sec. 3. DMMC 18.20.080, and those parts of section 58 of Ordinance No. 1591 as amended by section 2 of Ordinance No. 1628, as amended by section 6 of Ordinance No. 1655 shown below, are each amended to read as follows:

18.20.080 Project review.

(1) Specific types of project approval are categorized as is set forth in 18.20.080A Project Review Chart below.

18.20.080A Project Review Chart

	Decision Maker	Applicable Code Section
Type I - Administrative land use decisions made without legal requirement for public comment	Planning, Building and Public Works Director	DMMC 18.20.150 and 18.20.160
...		

18.20.080A Project Review Chart

	Decision Maker	Applicable Code Section
Modification of same	Planning, Building and Public Works Director	DMMC 18.195.420
Exemptions from shoreline substantial development permit	Planning, Building and Public Works Director	DMMC 16.20.010
Environmentally critical area development exception	Planning, Building and Public Works Director	DMMC 16.10.300
Modification of parking provisions	City Manager	DMMC 18.210.070
Type II - Administrative land use decisions made after legally required opportunity for public comment	Planning, Building and Public Works Director	DMMC 18.20.170
...		
Exemptions from shoreline substantial development permit	Planning, Building and Public Works Director	DMMC 16.20.010
Environmentally critical area development exception	Planning, Building and Public Works Director	DMMC 16.10.300
Modification of landscaping requirement(s)	Planning, Building and Public Works Director	DMMC 18.195.420

18.20.080A Project Review Chart

	Decision Maker	Applicable Code Section
Type III - Quasi-judicial and other decisions by the Hearing Examiner made after legally required opportunity for public comment	Hearing Examiner	DMMC 18.20.180
...		
Modification of parking provisions by Hearing Examiner	Hearing Examiner	DMMC 18.210.070

Sec. 4. DMMC 18.20.190, *Review process for Type IV land use action*, and section 69 of Ordinance No. 1591, shall be amended to read as follows:

18.20.190 Review process for Type IV land use action.

A notice of application is required for a Type IV action.

(1) Upon conclusion of the 15-day comment period and any applicable SEPA appeal period, the City Council may approve, approve with conditions, or deny a Type IV land use action upon compliance with the procedural requirements of chapter 18.240 DMMC, Hearing Examiner.

(2) The City Council's decision regarding a Type IV land use action is appealable to the Superior Court of Washington for King County as specified by DMMC ~~18.20.280~~ 18.20.290 (appeal from decision of the City Council).

Sec. 5. DMMC 18.20.200, *Review process for Type V land use action*, and section 70 of Ordinance No. 1591, shall be amended to read as follows:

18.20.200 Review process for Type V land use action.

(1) The City Council may approve with conditions, or deny a Type V land use action without public notice other than the notice requirements for public meetings.

(2) The decision of the City Council shall be effective on the date final action is taken during a public meeting. If no other effective date is identified in the City Council action, or as otherwise provided by law.

(3) The City Council's decision regarding a Type V land use action is appealable to the Superior Court of Washington for King County as specified by DMMC ~~18.20.280~~ 18.20.290 (appeal from decision of the City Council).

Sec. 6. DMMC 18.20.210, *Review process for Type VI land use action*, and section 71 of Ordinance No. 1591, shall be amended to read as follows:

18.20.210 Review process for Type VI land use action.

(1) For textual code amendments, the Planning, Building and Public Works Director may schedule a public hearing before the City Council as provided in DMMC 18.30.100.

(2) Upon conclusion of the 15-day comment period, the City Council may approve, approve with conditions, or deny a Type VI land use action upon compliance with the procedural requirements of chapter 18.30 DMMC. Amendments to the Zoning Code, Map and Planned Unit Developments.

(2) Except for matters subject to review by the Central Puget Sound Growth Management Hearings Board as provided by RCW 36.70A.280 as presently constituted or as may be subsequently amended, the City Council's decision regarding a Type VI land use action is appealable to the Superior Court of Washington for King County as specified by DMMC ~~18.20.280~~ 18.20.290 (appeal from decision of the City Council).

Sec. 7. DMMC 18.30.100, *Textual changes to zoning code or area-wide rezones*, and section 104 of Ordinance No. 1591, shall be amended to read as follows:

18.30.100 Textual changes to zoning code or area-wide rezones.

Amendments to this Title that constitute a textual change or an area-wide rezone are made in the following manner:

(1) As used in this section, unless the context or subject matter clearly requires otherwise, "textual change" means a change or amendment to this Title except:

(a) Amendments changing the zone of a particular parcel of property (commonly known as a rezone); or

(b) Actions relating to adoption or amendment to the Comprehensive Plan.

(2) No textual change is made without at least one public hearing before the City Council.

(3) ~~The City Council shall set a date for the public hearing by motion.~~ Notice of the public hearing shall generally conform with DMMC 17.45.070, Notice. Continued

hearings may be held at the discretion of the City Council but no additional notice is required.

Sec. 8. DMMC 18.52.010A, and those parts of the Residential Use Chart and Limitation 15, and section 132 of Ordinance No. 1591 as amended by section 7 of Ordinance No. 1655 as amended by section 2 of Ordinance No. 1697, shall be amended to read as follows:

Use is: P: Permitted	SFR	RA- 3600	RM- 2400	RM- 1800	RM- 900	RM- 900A	RM- 900B	R-SE	R- SR> 3500 0	R-SR< 35000	PR-R
P/L: Permitted but with special limit- ations											
CUP: Condition al use review required											
UUP: Unclassif ied use review required											
Townhouse development		P/L _[15]	P/L _[15]	P/L _[15]	P/L _[15]						

15. Townhouse Development. This regulation applies to all parts of Table 18.52.010A that have a [15].

Townhouse developments shall be permitted in the RA-3,600 Zone and Multifamily Zones as noted in the table above with no more than one townhouse dwelling per lot. Townhouse developments shall comply with DMMC 18.60.070, General site design requirements, and DMMC 18.60.080, General building design requirements.

Sec. 9. DMMC 18.52.010B, and those parts of the Commercial Use Chart, and section 133 of Ordinance No. 1591 as amended by section 12 of Ordinance No. 1601 as amended by section 8 of Ordinance 1618-A as amended by section 2 of Ordinance No. 1644 as amended by section 1 of Ordinance No. 1645 as amended by section 8 of Ordinance No. 1655 as amended by section 4 of Ordinance No. 1656 as amended by section 2 of Ordinance No. 1661 as amended by section 2 of Ordinance No. 1669 as amended by section 1 of Ordinance No. 1672 as amended by section 3 of Ordinance No. 1697 as amended by section 1 of Ordinance No. 1701 as amended by section 2 of Ordinance No. 1714 as amended by section 1 of Ordinance No. 1719, shall be amended to read as follows:

Use is: P: Permitted	NC	I-C	B-P	C-C	D-C	H-C	PR-C	T-C	W-C
P/L: Permitted, but with special limitations									
CUP: Conditional use review required									
UUP: Unclassified use review required									

Offices, business and profession al	P/L[3]	P/L[6 .1]	P		P/L[26]	P	P	P	P
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Sec. 10. DMMC 18.60.050, *Application and review process for townhouse developments*, and section 152 of Ordinance No. 1591 shall be amended to read as follows:

18.60.050 Application and review process for townhouse developments.

(1) A subdivision or short subdivision shall be required for all townhouse developments so that individual townhouse dwellings are located on separate lots.

(2) Townhouse developments containing nine or fewer lots shall comply with the applicable provisions of this Title and chapter 17.05 DMMC, Short Subdivisions, or chapter 17.15 DMMC, Modified Subdivisions and Short Subdivisions.

(3) Townhouse developments containing five ten or more lots shall comply with the applicable provisions of this Title and chapter 17.10 DMMC, Subdivisions, or chapter 17.05 DMMC, Short Subdivisions, or chapter 18.230 DMMC, Planned Unit Developments.

(4) In addition to the application materials specified by chapter 17.40 DMMC, Miscellaneous Provisions, applications for townhouse developments shall include the following:

(a) Site plan depicting site and lot boundaries, abutting streets, interior public and private streets, and off-street parking areas, sidewalks, open spaces, recreation facilities, solid waste collection areas, drainage systems, and building locations and setbacks.

(b) Landscaping plan.

(c) Typical building elevations including the exterior architectural design features and materials.

(d) Proposed topography indicated by contours at two-foot intervals. If the proposed townhouse development has slopes that exceed 15

percent, five-foot contour intervals may be used in those areas.

Sec. 11. DMMC 18.190.070, *Height of structures and roof structures*, and section 387 of Ordinance No. 1591, shall be amended to read as follows:

18.190.070 Height of structures and roof structures.

Penthouses or roof structures for the housing of elevators, stairways, tanks, ventilating fans, or similar equipment required to operate and maintain the building, ~~fire or parapet walls~~ fire walls, parapet walls and guards not taller than the minimum required for compliance with the Washington State Building Code, skylights, flagpoles, chimneys, smokestacks, church steeples and belfries, utility line towers and poles, and similar structures may be erected above the height limits of this Title; provided, however, no penthouse or roof structure or any other space above the height limit prescribed for the zone in which the building or structure is located shall be allowed for the purpose of providing additional floor space; provided further, that rooftop gardens and patios are not classified as additional floor space for the purpose of this section.

Sec. 12. DMMC 18.200.310, *Marina District*, and section 491 of Ordinance No. 1591, shall be amended to read as follows:

18.200.310 Marina District.

The following signs are permitted on commercially zoned properties within the Marina District as established by the Des Moines Comprehensive Plan:

(1) Each public commercial parking lot may have one sign per street frontage not exceeding 24 square feet in sign area.

(2) Reader board signs and changeable message center signs are permitted as per the requirements established in DMMC 18.200.230.

(3) Projecting signs may not project further than six feet from the surface of the building. A right-of-way use permit shall be required for signs projecting over the public right-of-way.

(4) Freestanding signs may not exceed 15 feet in height as measured from the sidewalk grade, and shall not be located on or above, nor project over the public right-of-way.

(5) No more than one freestanding sign is permitted for properties with less than 300 feet of street frontage. Multiple business properties or multi-building complexes with over 300 feet of street frontage and more than one vehicular access are allowed one additional freestanding sign; provided, that the total allowable sign area is not exceeded and the signs are over 100 feet apart.

(6) Each single business property is permitted a total sign area not to exceed two square feet per lineal foot of street frontage, up to a maximum of 200 square feet. Freestanding signs may not exceed 50 square feet.

(7) Each multiple business property or multi-building complex is permitted one freestanding sign not to exceed one square foot per lineal foot of street frontage up to a maximum of 100 square feet. Each business within shall be permitted a wall sign not to exceed one square foot per lineal foot of tenant street frontage; provided, however, that each

business must be guaranteed a minimum of at least 24 square feet regardless of tenant street frontage.

(8) Gasoline price signs shall not be located in, nor project over, the public right-of-way, and shall not be handwritten. Such signs may be freestanding or attached to canopy columns. The area of the price sign shall not count towards the allowed total wall or freestanding signage.

(9) Temporary signs shall be permitted as provided in DMMC 18.200.070.

Sec. 13. DMMC 18.210.170, *Surface*, and section 521 of Ordinance No. 1591, shall be amended to read as follows:

18.210.170 Surface.

(1) The surface of any required off-street parking or loading facility and accessory accessways (driveways) shall be paved with asphalt or concrete to a standard comparable to the standard for the public street providing access thereto and shall be graded and drained as to dispose of all surface water, but shall not drain across sidewalks. Modifications for wheel strip driveways and permeable pavements pursuant to the City's adopted drainage standards may be considered.

(2) Paved parking areas except in Single-Family Zones shall use paint or similar devices to delineate car stalls and direction of traffic.

(3) Pedestrian walks, used for the use of foot traffic only, shall be curbed or raised six inches above the lot surface. All pedestrian walks shall be conspicuously delineated.

(4) Wheel stops shall be required to protect landscaping and to prevent vehicles from striking

buildings, overhanging walkways, property lines, or other limits of a parking facility. Wheel stops shall be installed a minimum of two feet from the end of parking stalls, except in Single-Family Residential Zones.

Sec. 14. DMMC 18.250.070, *Recreational marijuana regulations for retailers*, and section 651 of Ordinance No. 1591 as amended by section 18 of Ordinance No. 1601, shall be amended to read as follows:

18.250.070 Recreational marijuana regulations for retailers.

State-licensed marijuana retailers may locate in the City pursuant to the following restrictions:

(1) Marijuana retailers must comply with all requirements of chapter 69.50 RCW, chapter 314-55 WAC, and other applicable Washington laws.

(2) Persons may conduct business within the City as a state-licensed marijuana retailer if located within the Transit Community (T-C), ~~Highway Commercial (H-C) and Community Commercial (C-C)~~ and Woodmont Commercial (W-C) Zones generally located along Pacific Highway South south of Kent-Des Moines Road.

(3) Marijuana retailers shall not locate in a building in which nonconforming retail uses have been established in any location or zone other than those referenced in subsection (2) of this section.

(4) Marijuana retailers shall not operate as an accessory to a primary use or as a home occupation.

Sec. 15. Severability - Construction.

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

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

Sec. 16. Effective date. This Ordinance shall take effect and be in full force five (5) days after its final approval by the Des Moines City Council in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of _____ and signed in authentication thereof this ____ day of _____, 2020.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Business License Fee Schedule,
effective July 1, 2020

FOR AGENDA OF: June 11, 2020

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: June 4, 2020

CLEARANCES:

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

ATTACHMENTS:

1. Draft Resolution No. 20-033
2. Proposed Business License Fee Schedule
3. Existing Business License Fee Schedule

CHIEF OPERATIONS OFFICER: _____

☒ Legal /s/ TG

☒ Finance *Catharine W. Moore*

☐ Courts _____

☐ Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *Michael D. ...*

Purpose and Recommendation

The purpose of this agenda item is for the City Council to consider Draft Resolution No. 20-033, which proposes to revise business license fees effective July 1, 2020.

Suggested Motion

First Motion: “I move to adopt Draft Resolution No. 20-033 revising the business license registration fee schedule.”

Background

The City of Des Moines requires a business license for local businesses and businesses from outside the City who are engaging in business within the City. Business licenses provide critical information allowing the City to track business activity occurring in the City, to be able to identify the registered owners of a business, and to allow for tracking of B&O tax and sales tax attributable to businesses assuring the City receives appropriate revenue from business activity. Business licenses can also help provide an understanding of the economic activity occurring in the City based on the number and types of businesses engaged in specific

activities, for example the number of restaurants or construction companies, etc. The current business license fee table is provided as Attachment 3.

As we streamline the business license process and implement the payment portal (FileLocal) for the payment of business licenses and B&O tax filings it is necessary to standardize and update the City's business license fees.

Discussion

Draft Resolution No. 20-033 proposes a change to commercial business license fees to provide a discount for businesses that are physically located within the City. Currently, the City charges \$100 for a standard commercial business license. The proposed change to the fee schedule would charge an annual fee of \$75 for businesses physically located inside the City of Des Moines, and an annual fee of \$100 for businesses not physically located inside the City of Des Moines. Additionally, this license fee would be based on when the business started, the fee for a "Full" year applies only if the business started before July 1st and the fee for a "Half" year fee applies if the business started after July 1st.

Staff is also proposing a change to the fee charged for the Rental of Real Property to promote equity among property owners. The current schedule charges \$75 for single family and \$200 for multi-unit rentals. Someone renting a duplex pays the same fee as someone renting a larger apartment complex. It is staff's recommendation to apply a tiered approach for charges on multi-unit rentals based on the number of rental units. The proposed tiered structure is:

1 to 10 units	Fee is \$100
11 to 30 units	Fee is \$200
31 to 99 units	Fee is \$350
100 or more units	Fee is \$500

Staff is additionally recommending the fee schedule be amended to include penalties set for late payment on business license registration and renewals. This will reduce the penalty from a 100% penalty on the license fee when 45 days late and requiring a new application to a flat dollar amount of \$25 when 30 days late, \$50 when 60 days late and \$100 when 90 days late.

Staff is also proposing the elimination of the discount rate for 1st time licenses. The cost of administering this discount and the customization to program the portal is prohibitive.

The following table is a breakdown of the 2019 business licenses by type:

Licenses

In City Commercial - 234
 Out of City Commercial - 1020
 Home Occupation - 108
 Family Daycare - 7
 Adult Family Home - 35
 Multi-Unit Rental - 122
 Single Unit Rental - 259
 Solicitor - 13
 Mobile Vendor - 0
 Stationary Vendor - 1

Special Licenses

Cabaret – 2

Adult Entertainment - 2

Amusement Devices - 0

Secondhand Dealer - 1

Alternatives

The City Council may:

1. Adopt the proposed Draft Resolution.
2. Adopt the proposed Draft Resolution with amendments.
3. Decline to adopt the Draft Resolution and leave Business License Fee's the same. This option will increase the cost to implement the payment portal (FileLocal).

Financial Impact

The proposed revisions to the business license fee schedule may result in a slight decrease in revenue in 2020, with an estimated amount of \$5,000.

Recommendation

Staff recommends the City Council enact Draft Resolution No. 20-033.

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CITY ATTORNEY'S FIRST DRAFT, 6/4/2020**DRAFT RESOLUTION NO. 20-033**

A RESOLUTION OF THE CITY OF DES MOINES, WASHINGTON, updating business license registration fees under Title 5 DMMC, and superseding Resolution No. 1343.

WHEREAS, the City Council finds that the essential purposes of establishing business licenses are to regulate businesses in the City of Des Moines, provide business license enforcement, and provide funds for appropriate municipal expenditures to improve the business climate in the City of Des Moines, and

WHEREAS, the Des Moines City Council establishes fees for business licenses by resolution pursuant to DMMC 5.04.030(1), and

WHEREAS, the City Council wishes to assess business license fees based on the costs of administering the business license ordinance, standardize business license fees and to support businesses located within the City of Des Moines; now therefore,

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

Sec. 1. The findings expressed in the recitals to this Resolution are hereby affirmed by the City Council, supporting the acts taken herein.

Sec. 2. Effective July 1, 2020, except for businesses engaged in the rental of real property, the commercial business license registration fees under Chapter 5.04 DMMC for businesses located inside the City of Des Moines shall be \$75.00 per year.

Sec. 3. Effective July 1, 2020, the commercial business license registration fees under Chapter 5.04 DMMC for businesses engaging in business within the City of Des Moines but not physically located in the City shall be \$100.00 per year.

Sec. 4. Effective July 1, 2020, the commercial business license registration fees under Chapter 5.04 DMMC for businesses engaged in the rental of real property inside the City of Des Moines shall be as follows:

1 to 10 units	Fee is \$100.00
11 to 30 units	Fee is \$200.00

Resolution No. ____
Page 2 of 3

31 to 99 units	Fee is \$350.00
100 or more units	Fee is \$500.00

Sec. 5. Effective July 1, 2020, the commercial business license registration fee under Chapter 5.04 DMMC for the first year of a business obtaining a license in the City after June 30 of that first year shall be one half of the applicable business license fee as provided in Section 2, 3, or 4 of this Resolution.

Sec. 6. Effective July 1, 2020, the penalty for late payment on business license registration and renewals under Chapter 5.04 DMMC shall be as follows:

30 days late	Penalty is \$25.00
60 days late	Penalty is \$50.00
90 days late	Penalty is \$100.00

Sec. 7. Section 9 of Resolution 1343 is hereby repealed.

Sec. 8. Any portions of Resolution No. 1343 that are inconsistent with the terms and intent of this Resolution are hereby superseded.

PASSED BY the City Council of the City of Des Moines, Washington this ____ day of June, 2020 and signed in authentication thereof this ____ day of June, 2020.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

Resolution No. ____
Page 3 of 3

City Clerk

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**CITY OF DES MOINES -
BUSINESS LICENSE FEE SCHEDULE**



	Type	Fees	Notes
1.	General Business License:		
	a. Commercial License, business physically located inside the City of Des Moines	\$75	
	b. Commercial License, business not physically located inside the City of Des Moines	\$100	
	c. Home Occupation	\$75	
	d. Family Daycare	\$75	
	e. Adult Family Home	\$75	
	f. Rental of Real Property:		
	1 to 10 units	\$100	
	11 to 30 units	\$200	
	31 to 99 units	\$350	
	100 or more units	\$500	
	g. Mobile Vendor	\$100	
	h. Stationary Vendor	\$100	
	Solicitor	\$100 - one to five / \$20 for each after 5	
2.	Special License Endorsements: <i>requires commercial business license also</i>		
	a. Special Occasion Cabaret (Operation less than 30 days in any 12 month period)	\$5 per day	Only valid for specific days listed on application
	b. Solicitor	\$100 - one to five / \$20 for each after 5	
	c. Adult Entertainment Premises	\$750 application fee	
	d. Adult Entertainment Premises Manager	\$200 per manager application fee	
	e. Adult Entertainer	\$200 per entertainer application fee	
	f. Panoram Premises	\$100 application fee	
	g. Panoram Device	\$50 per device application fee	
	h. Panoram Operator's License	\$725 per operator application fee	
	i. Cabaret (per entertainer) - Requires an Unclassified Use permit in all zones except Pacific Ridge	\$150 – one \$325 – more than one \$40 – for 3 months - one \$85 – for 3 months - more than one	
	j. Cabaret Admission Charge Tax	\$.25 per ticket	
	k. Secondhand Dealer	\$100	
	l. Pawn Broker/Pawn Shop - Requires Secondhand Dealer endorsement also	\$300	
	m. Cardroom	\$250 per table	
	n. Massage Parlor	\$500 \$85 – Masseuse License	

**CITY OF DES MOINES -
BUSINESS LICENSE FEE SCHEDULE**


Type	Fees	Notes
Commercial License	\$100	
Home Occupation	\$75	
Family Daycare	\$75	
Adult Family Home	\$75	
Rental of Real Property	\$200 – multi-unit \$75 – single unit	
Mobile Vendor	\$100	
Stationary Vendor	\$100	
Solicitor	\$100 – one to five / \$20 for each after 5	
Special License Endorsements : requires commercial business license also		
Special Occasion Cabaret (Operation less than 30 days in any 12 month period)	\$5 per day	Only valid for specific days listed on application
Adult Entertainment Premises	\$750 application fee	
Adult Entertainment Premises Manager	\$200 per manager application fee	
Adult Entertainer	\$200 per entertainer application fee	
Panoram Premises	\$100 application fee	
Panoram Device	\$50 per device application fee	
Panoram Operator's License	\$725 per operator application fee	
Cabaret (per entertainer) - Requires an Unclassified Use permit in all zones except Pacific Ridge	\$150 – one \$325 – more than one \$40 – for 3 months - one \$85 – for 3 months - more than one	
Cabaret Admission Charge Tax	\$.25 per ticket	
Secondhand Dealer	\$100	
Pawn Broker/Pawn Shop - Requires Secondhand Dealer endorsement also	\$300	
Cardroom	\$250 per table	
Massage Parlor	\$500 \$85 – Masseuse License	

*** Notes:**

- 1) **\$25 First-time License Discount:** \$75 for In-City Commercial License Fee, and \$50 Home Occupation, Family Daycare, and Adult Family Home Occupation Fee.
- 2) All annual licenses that expire 12/31 are half price during the months of October through December.
- 3) Massage businesses that gain customers through medical practitioner's referrals apply for a regular commercial business license or home occupation.


 Michael Matthias, City Manager

 12-10-2012
 Date

Effective for the License Year 2017 per Council Resolution 1343.

**CITY OF DES MOINES -
AMUSEMENT DEVICE FEE SCHEDULE**



Number of Devices on Premises	Fee
First Four	\$30.00 each
Each Additional	\$50.00 each

*** Notes:**

- 1) Amusement Device Fees are in addition to other applicable Business License Fees.

Michael Matthias

Michael Matthias, City Manager

9-28-2016

Date

Fee established per DMMC 5.28.060 and effective for the License Year 2017.

From: Matt Pina
Sent: Thursday, June 4, 2020 1:03 PM
To: Michael Matthias
Cc: Vic Pennington; Bonnie Wilkins
Subject: Fwd: Announcing St. Anne Hospital
Attachments: Introducing St. Anne Hospital 6.3.2020 City of Des Moines.pdf

FYI that Highline Hospital is changing it's name to St. Anne.

----- Forwarded message -----

From: "Reindel, Dena" <dreindel@highlinemedical.org>
Date: Jun 4, 2020 11:46 AM
Subject: Announcing St. Anne Hospital
To: Matt Pina <mpina@desmoineswa.gov>, Traci Buxton <TBuxton@desmoineswa.gov>, JC Harris <jcharris@desmoineswa.gov>, Anthony Martinelli <amartinelli@desmoineswa.gov>, Matt Mahoney <MMahoney@desmoineswa.gov>, Luisa Bangs <LBangs@desmoineswa.gov>, Jeremy Nutting <JNutting@desmoineswa.gov>
Cc:

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

Dear Mayor Pina & City of Des Moines Councilmembers,

I am personally reaching out to community leaders regarding this announcement for Highline Medical Center as per attached.

We are so grateful to you for your leadership and dedicated, selfless service provided by you and the City of Des Moines City Council.

Best regards,
Russ

Russell J. Woolley
Chief Operating Officer

CHI Franciscan Health, Highline Medical Center
16251 Sylvester Rd SW Seattle, WA 98166
Office: 206.431.5237 RussellWoolley@CHIFranciscan.org



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6/4/2020

Dear Honorable Mayor Matt Pina and City of Des Moines Councilmembers,

I am excited to announce Highline Medical Center has changed its name to St. Anne Hospital as of June 2nd, 2020. The Highline Medical Center Board thoughtfully considered this change and are proud of our shared values of reverence, compassion, and inclusion that lead to the highest quality and safest care in the region. While no services will change, the new name will support our efforts to continue advancing exceptional quality, safety and patient experience.

The name St. Anne Hospital better aligns and integrates our system helping us achieve the goal of being one CHI Franciscan. Adopting Saint in our hospital names enhances clarity and recognition of facilities within the CHI Franciscan family throughout the region and underscores that we operate as one cohesive system. Using consistent branding and naming conventions regardless of location, ensures consumers are aware of our expert caregivers, innovative services, and access points in all of the communities we serve.

St. Anne means grace. She is the patron saint of mothers, grandmothers, women in labor and educators. As the mother of Mary and grandmother of Jesus, St. Anne symbolizes motherly protection and a protector from storms. More than 60 years ago, Burien celebrated the opening of the first and only hospital in the community, which to this day continues to be an essential partner by providing high-quality care and serving those in need. St. Anne Hospital will continue its proud tradition of healing by delivering compassionate care to the diverse south King County community. St. Anne will continue to be known for exceptional birth care, as the facility delivers 800 babies per year and is consistently recognized for having among the highest quality outcomes throughout the state in addition to patient experience scores in the 99th percentile.

I'd like to personally thank you for your support and service to our community. Please do not hesitate to reach out if you have any questions. We are excited to take this next step in our journey and look forward to partnering with you to improve the health and well-being of our community.

Sincerely,

Russell J. Woolley

Administrator/Chief Operating Officer
St. Anne Hospital

RECEIVED

JUL 08 2020

CITY OF DES MOINES
CITY CLERK

DEAR MAYOR PINA,

My name is Johannes Quilitz and I am a homeowner on North Hill, in Des Moines, WA.

I am writing this letter as a way to take some kind of action in support of black Americans in the wake of the current protests going on across our country AND the world since the death of George Floyd in Minneapolis.

In an effort to do something, ANYTHING helpful, I began searching for information online about the City of Des Moines police body camera policy. Please correct me if I'm wrong, but it doesn't seem that there is policy.

If not, is this something being discussed? What is your personal position on the use of worn cameras by police officers? What ideas are being discussed to make sure that this never happens in Des Moines? For example, are our officers trained to de-escalate situations?

I am just in research mode as I mentioned, so please understand that I am not making any presumptions and I am in no way an expert or an activist. My conscience will simply not allow me to just sympathize with folks any longer. I am writing to you today so that you know that people in our community care about these issues and want to see an end to the days of police using excessive force unless absolutely necessary and only if warned in advance.

I'd like to close by saying I did find Sheriff Thomas's letter in response to the death of George Floyd. I thought it was well written, showed empathy and didn't try to deflect responsibility away from law enforcement. I agree whole-heartedly with his words that "these actions were not consistent with basic human decency". We need basic human decency now more than ever, and we need real leadership.

Thank you for your time and I hope to receive your replies to my questions as soon as you are able to send them.

SINCERELY,

JOHANNES QUILITZ


Bonnie Wilkins

From: Rochelle Sems
Sent: Wednesday, June 3, 2020 10:00 AM
To: Bonnie Wilkins
Subject: FW: E.A.T.S Contribution

Hi Bonnie,

Good for you getting away!

Pat is sending a check, below is his statement to be heard at the next available meeting- if acceptable?

Thank you.

Rochelle

From: Pat Nardo <pamate974@gmail.com>
Sent: Wednesday, June 3, 2020 9:36 AM
To: Rochelle Sems <RSems@desmoineswa.gov>; atbwilkins@desmoineswa.gov
Subject: Re: E.A.T.S Contribution

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

Thank you, Rochelle, for your prompt response and I am preparing the check as I type here. To save time in coordination, please find my address to a council meeting next on June 11th.

Meeting of City Council, May 28, 2020

To a Formidable Councilman

It is difficult to believe, one councilman's lighthearted description of how he ignored the currently designated social distancing directive in the midst of the most vulnerable of us at the Des Moines Activity Center. Subsequent to being reprimanded by one attentive senior, he adds to the predicament by advocating for additional picnic tables, which would only magnify the potential overcrowding at this facility.

This apprentice councilman follows his gaffe with a motion to council to add unwarranted redundancy to the responsibilities of our highly proficient and productive city manager, (Mr. Michael Matthias), in the form of weekly reports of his performance and activities. Does he wish to know what our city manager has for breakfast too?

My evaluation, as I observed him speaking, was, "here is a total lack of proper management practices coupled with the purest form of micromanagement." Finally, the rejection by the council majority supported my assessment. As a voter and strong supporter of our city government, I do not believe our city management is an adjunct to the Salvation Army. So instead of asking you to give something, I invite you to accept our contribution of \$500.00 to be applied to your (E.A.T.S) meals for seniors and veterans program.

Respectfully, Pat and Marianne Nardo

On Wed, Jun 3, 2020 at 8:59 AM Rochelle Sems <RSems@desmoineswa.gov> wrote:

Good morning Pat,

On behalf of the City, we are so grateful for this contribution. It is so appreciated and serves those most deserving!

On to logistics, You can submit a CC payment. Our planning department is in office on Thursdays so that is a possibility. Or if still willing to pay by check, it would be made out to City Of Des Moines with the memo reflecting E.A.T.S as the designation.

As far as you prepared text, we will proudly share that on record. Bonnie will be away on a trip but will return and be present for the June 25th Council meeting and read in person. Otherwise if preferred earlier, Taria can read for the June 11th council meeting (subject to approval.)

Please let me know your preferences!

Thank you again for your generous support!

Kindly,

Rochelle Sems

Management Analyst

City of Des Moines

206-870-6514

rsems@desmoineswa.gov

From: Pat Nardo <pamate974@gmail.com>

Sent: Tuesday, June 2, 2020 10:16:28 PM

To: Rochelle Sems

Subject: E.A.T.S Contribution

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

Dear Rochelle Ems;

In a conversation with Michal Matthias this afternoon I agreed to donate an initial sum of \$500.00 to your E.A.T.S program. I also wish to coordinate this with a correspondence to be read at council through Bonnie Wilkins. My text is already prepared and is about 1.5 minutes of reading aloud. It will, of course, need to be approved for presentation to the council.

May I contribute by Credit, if so let me know soon, otherwise tell me how to address the check and it will be done alternatively by mail. The check will be "Pay to_ E.A.T.S" unless you specify otherwise.

Awaiting your reply,

Pat and Marianne Nardo

PS I do prefer electronic payment if possible. I will coordinate this with Bonnie also.

From: Jason Bliss <jason@waterlandarcade.com>
Sent: Saturday, May 30, 2020 9:48 AM
To: _CityCouncil
Subject: Small business grant

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

Saw Anthony's post this morning about the Sequim grant model for small businesses and I believe this is a great idea for Des Moines. A grant of 7500-15000 would go a long way for my business and I'm sure others our size. In addition to weathering another month of closure, these funds would enable us to afford the required safety equipment for our employees and customers when we reopen. Sanitation stations, masks, cleaning equipment, partitions, and labor for increased frequency of deep cleaning. This will be quite a burden on local businesses already about to be all out of money as it is.

Thank you for considering this,
Jason Bliss,
Owner, Waterland Arcade

Bonnie Wilkins

From: hsoutback <sprogerville@earthlink.net>
Sent: Saturday, May 30, 2020 5:45 PM
To: _CityCouncil
Subject: Request for your consideration please

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Dear Council,

I would like to suggest that you consider a Small Business Rapid Relief Program for our small businesses.

I know the owners of Tuscany at Des Moines Creek and while they appreciate the EATS program and other things that have been offered to them, they are extremely in a struggle mode.

They are a pillar of our community, offering meetings, hosting events, and being a center for our community to meet up, gather and support each other.

They and other businesses in Des Moines are likely to disappear, unless our city offers them the kind of help that other cities like Sequim are offering their businesses.

I hate to see our downtown become a place filled with closed businesses. How can that help any of our city's goals?

Thank you for your consideration,

Betsy Sproger

Bonnie Wilkins

From: Jerry Buxton <jbuxtonaviator59@gmail.com>
Sent: Sunday, May 31, 2020 11:36 PM
To: _CityCouncil
Subject: Address to city council

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

To City Council of Des Moines.

I have lived in Des Moines city 32 years. Body cameras are needed for police. Only truth and evidence can make wrong rights. I ask to the law to require them. Doesn not matter the cost as its the right thing.

Jerry

Bonnie Wilkins

From: Diana Cambronero <cambronero.diana@gmail.com>
Sent: Sunday, May 31, 2020 1:28 PM
To: _CityCouncil
Subject: Body cameras

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

Hello City Council,

I am a citizen of Des Moines, and would like to see all the members of the Des Moines Police Dept, wearing body cameras, not just for their protection, but for ours as well.

Thank you,

Diana Cambronero

Bonnie Wilkins

From: Terrence Almquist <natureboytfa@gmail.com>
Sent: Sunday, June 7, 2020 5:02 PM
To: _CityCouncil
Subject: Fwd: Implementation of Police Body Camera Program in Des Moines

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

Begin forwarded message:

From: Terrence Almquist <natureboytfa@gmail.com>
Subject: Fwd: Implementation of Police Body Camera Program in Des Moines
Date: June 7, 2020 at 1:13:23 PM PDT
To: natureboytfa@yahoo.com

Begin forwarded message:

From: Terrence Almquist <natureboytfa@gmail.com>
Subject: Implementation of Police Body Camera Program in Des Moines
Date: June 7, 2020 at 10:56:33 AM PDT
To: "AMartinelli@desmoineswa.gov" <AMartinelli@DesMoinesWa.gov>

June 7, 2020

Terry Almquist
Des Moines, Wa 98198

Dear City of Des Moines Councilmembers:

I am writing in support of implementation of a Police Body Camera Program in Des Moines. As Chief Thomas is well aware, study after study has been conducted, (hundreds of studies), and there are pros and cons from the public and police perspectives. Kent, Tukwila, and Seattle use various forms of body cameras locally, with others including Tacoma considering them. Kent Mayor Dana Ralph has successfully launched a body camera program and says "it's a transparency tool and protection for our officers." Police body cameras instill trust in the community while increasing transparency. Police reform is being proposed and will happen, make no mistake about it, at the Federal, State, and Municipal level soon. The burden is on the police, not the citizens.

The murder of George Floyd, with the life being sucked out him by 3 police officers, with a knee on the neck of George for nearly 9 minutes pleading "I can't breath" while other officers standing nearby watching, not intervening has ignited the need for police reform, and addressing the culture of the blue wall. Bad cops are bad for good cops, and do nothing for the profession. Incident after incident of police misconduct, horrific police brutality, and murder has been exposed by the power of Video. It is what it is, this is not a new problem. This unacceptable police behavior is being exposed because more police departments are implementing body camera programs for their officers, and the majority of the public has a cell phone.

The startup costs can be significant, including hardware, storage, and monitoring costs. The initial startup costs might be offset by grants or partnerships with the federal and state governments, with future legislation on the horizon, which is being proposed. Kent pays for a significant portion of its program through their "red light camera" program. Des Moines has the luxury of having the most "prolific red light camera" in the region along with 4 others, generating revenue in excess of \$1.7 million dollars annually. In addition we have additional revenue being generated by "school zone" cameras, and revenue from citations and infractions.

The time has come for City Staff to "do their homework" and address racism, police misconduct, and brutality, while protecting officers and preserving citizens rights. While there are civil liberty concerns, hundreds of departments are successfully using body camera programs. The time to act is now, proclamations and declarations do nothing without action, just more empty words. Des Moines can do better in addressing a more diverse workforce, ensuring a greater percentage of future hires include Black Individuals on City staff and Street Police Officers. Human life has no price, I really do not see how you cannot implement a Body Camera Program unless the Values of the City are Misaligned.

Respectfully,

Terry Almquist

Bonnie Wilkins

From: Katie Bliss <katiesun@hotmail.com>
Sent: Sunday, May 31, 2020 2:49 PM
To: _CityCouncil
Cc: Jason Bliss
Subject: Please mandate police officers to wear bodycams

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To Whom It May Concern:

In light of current events, and in the interest of the safety of our police department and our citizens, I absolutely support and recommend the mandating of body cams to be used by police officers whenever they are on duty. It would be a small price to pay to make sure that lives are protected, and I believe it would go a long way in ensuring that police officers are mindful of their actions and responses, as well as the citizens knowing they are being filmed and are held accountable for their actions and responses. Please let me know if you have any questions or if I can do anything else to further this request.

Thanks,
Katie

Bonnie Wilkins

From: Kaylene Moon <gkmoon24@aol.com>
Sent: Wednesday, June 3, 2020 8:26 PM
To: Bonnie Wilkins
Subject: Fwd: Senior concerns

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Oh Boinnie I do hope I finally got this right !! Can you Please be sure my message gets sent to the City Council and City Manager ? Maybe without all this screw ups. Kaylene

-----Original Message-----

From: Kaylene Moon <gkmoon24@aol.com>
To: Bwilkins2desmoineswa.gov@aol.com <Bwilkins2desmoineswa.gov@aol.com>
Sent: Wed, Jun 3, 2020 8:19 pm
Subject: Fwd: Senior concerns

Bonnie I had the wrong address for you. !! sorry , Can you see that my e-mail reaches the council and City Manager ? Thank You Kaylene Moon

-----Original Message-----

From: Kaylene Moon <gkmoon24@aol.com>
To: Bwilkins@desmoineswa.gov <Bwilkins@desmoineswa.gov>
Cc: Kaylene Moon <gkmoon24@aol.com>; jrc441@comcast.net <jrc441@comcast.net>
Sent: Tue, Jun 2, 2020 12:26 pm
Subject: Senior concerns

Good morning , I realize there is uncertainty everywhere , but as a concerned Senior citizen I need to ask about the thinking from all of you at this time as it relates to our special "working" Senior Center.

I'm wondering what thoughts ideas or plans might be under consideration by the council as ways to be supportive and sustain some of their necessary functions? Will an acting Director be named? Will input be asked of seniors /or citizens. ?

Perhaps, as many in our world now I'm looking for answers and plans that seem to offer assistance. Hoping to hear from you about your views.

Thank you for your efforts especially now.

Oh The EATS program is receiving a good response. Thanks !! Let's all keep working to find solutions and creative ways to handle some of the enormous problems in our lives and the community .

Sincerely, Kaylene Moon Senior Citizen and Advisory council Member

Taria Keane

From: Yoshiko Matsui <spark.matsui@gmail.com>
Sent: Wednesday, June 10, 2020 1:45 PM
To: Taria Keane
Subject: Valley SWAT proposal

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Hello,

My name is Yoshiko Grace Matsui and I am a resident of the North Hill neighborhood. In the midst of national outrage over the death of George Floyd at the hands of Minneapolis Police, it's incredulous that Des Moines City Council will consider increasing police spending by joining Valley SWAT. I urge the City Council to reject the proposal.

In addition, the information offered in the Council packet does not provide enough transparency. Here are just a few of my questions that are not addressed in the Council packet.

- What does the \$20,000 expense constitute? Is that a membership cost? Is it one time or annually?
- The Interlocal states that Des Moines Police must contribute 5 officers and a Sergeant to the VSWAT. What is the required time commitment? Will we, as residents, be paying OT or labor costs for police actions in other jurisdictions? On average, how much does that cost each agency annually to police outside of their jurisdictions? You cannot make the argument that this is a money savings without providing better estimates for costs.
- How are VSWAT members trained? Are they trained to use tear gas and chokeholds?
- How many VSWAT related incidents have occurred that resulted in violence has compared to using police officers who are not on SWAT? Where is the data on what VSWAT does each year and what the results are?

I believe that it is false to say that increased spending on armored vehicles, chemical agents such as tear gas or pepper spray, and other special weapons and advanced tactics increase the safety of our communities. This is an escalation of violence and I ask you not to fund it.

Thank you,
Yoshiko Grace Matsui

Dear Des Moines City Council,

RE: Item 5 on Agenda for June 11th meeting, INTERLOCAL AGREEMENT – VALLEY SPECIAL WEAPONS AND TACTICS TEAM

I find it misguided and tone-deaf that the City of Des Moines is considering investing \$20,000 to join Valley SWAT. Americans in cities all over the US are protesting against racial bias in policing after decades of unfair and unjust treatment and the city is considering investing more money into this system? It is well documented that police institutions are racially biased and when you fund militarized police, communities are not safer.

The City of Des Moines needs to prioritize equity and justice in its own systems, laws, and budgets before investing any more resources into Law Enforcement. Please consider using this \$20,000 to hire a consultant to look at how the City of Des Moines is contributing to systemic racism.

Sile Grace Matsui

Resident of Des Moines, WA (North Hill)

Taria Keane

From: Catherine Barashkoff <cat.barashkoff@comcast.net>
Sent: Thursday, June 11, 2020 8:21 AM
To: Taria Keane
Cc: cat.barashkoff@comcast.net
Subject: Oppose Valley SWAT proposal

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

My name is Catherine Barashkoff and I am a Des Moines resident. I urge the city council to reject the proposal to join the Valley SWAT. In this moment of national evaluation of how police officers/departments should be interacting with their citizenry it is clear to me that an increased spending on armored vehicles, use of chemical agents (tear gas and pepper spray) and special weapons and advanced tactics of SWAT is NOT what we want to see in the streets of Des Moines.

There are a number of public safety models that focus on less militarized officer training and studies with evidence that support **militarized policing—neither reduces crime** nor enhances **public safety**.
<https://www.princeton.edu/news/2018/08/21/militarization-police-fails-enhance-safety-may-harm-police-reputation>.

Thank you,
Catherine Barashkoff

Taria Keane

From: William Schadt <wcschadt@gmail.com>
Sent: Thursday, June 11, 2020 10:25 AM
To: _CityCouncil
Subject: police matters

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

I am a resident of Des Moines and am writing to express some concerns related to our city's police department in light of the recent police use of deadly force incidents in other cities and the protests they have sparked.

First, I hope that our city has a strong civilian oversight of our police department, especially in matters of how/when police officers use deadly force. Are there policies and laws in place that ensure that civilians are investigating police use of force incidents and not just our own police department or another nearby police department?

Second, I believe that police unions have too much power to protect their officers when they use violence inappropriately against people they encounter in their work. I hope that union contracts negotiated between our city and a police union are such that citizens are protected against abusive officers who use of force may be unjustified.

I know that these are complicated issues with many factors that influence them. I'm writing to let you know that I am concerned about these matters and would welcome any information you can provide me about how our city government operates in relation to our police department.

Sincerely,

Bill Schadt

Taria Keane

From: bjeantee <bjeantee@comcast.net>
Sent: Thursday, June 11, 2020 3:13 PM
To: Taria Keane
Subject: Public Comment for June 11, 2020 City Council Meeting

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

Please consider allowing Officer Boehmer to purchase his K9 partner Daric back. Daric does not deserve to be pulled from his life partner, he has done nothing to deserve this harsh punishment, I am sure he is confused and sad, wondering why he can't be with the only handler he had loved and bonded with. This whole issue is just wrong and not right.

Thank you.

Bonnie Taylor

Sent from my Verizon, Samsung Galaxy smartphone

Taria Keane

From: Beverly Walker <missbeverlyann@gmail.com>
Sent: Thursday, June 11, 2020 3:17 PM
To: Taria Keane
Subject: July 11, 2020 Counsel Meeting

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

I am writing in regard to Daric K9 Officer and his separation from his handler Officer Boeham. I have been watching this tragedy unfold for weeks now. The longer this drags on the longer to reverse the situation will not happen. The mentality of just ignore the public. They will tire and go away just sickens me. If Officer B was such a terrible cop he would of been fired. Were corrections needed to take place? Certainly. Retraining never hurts. But to go on the "recommendation" that his dog be removed is cruel to say the least. I just shake my head at this one and don't see how each and everyone of you sleep at night. Apparently you have no feelings! Am sure each and everyone of you has done something wrong. A correction was hopefully done but NOT a punishment. Why are you punishing Daric and Officer B. Please take a moment to look at yourself in the mirror and ask yourself if your decision was the best for OUR city.

Thank you.

Beverly Walker
2309 S Pinebrook Lane
Des Moines, WA.

Taria Keane

From: Jessica Vick <jessicavick74@gmail.com>
Sent: Thursday, June 11, 2020 3:20 PM
To: _CityCouncil; Taria Keane; Ken Thomas; Tonya Seaberry
Subject: In Consideration of Officer Boehmer and Daric - Public Comment
Attachments: 2020-06-11 Vick Ltr to Council.pdf

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

Please see the attached letter and materials for tonight's Council packet.

Thank you,
Jessica Vick
Des Moines, WA Resident

June 11, 2020

Des Moines City Counsel
City of Des Moines, WA
21630 11th Avenue S, Suite A
Des Moines, WA 98198
Via Deputy City Clerk: tkeane@desmoineswa.gov
citycouncil@desmoineswa.gov

Chief Ken Thomas
Des Moines Police Department
21900 11th Ave. S.
Des Moines, WA 98198
kthomas@desmoineswa.gov

Tonya Seaberry
Community Service Officer
Des Moines Police Department
21900 11th Ave. S.
Des Moines, WA 98198
tseaberry@desmoineswa.gov

Dear City Council, Chief Thomas and Officer Seaberry,

I am writing to follow up to my statement given on May 28, 2020 (Chief Thomas and Officer Seaberry, in case you have not seen it, it is enclosed for your review).

To further document my concerns about the situation, I am providing you with a copy of a published study, for your own edification: Jamieson, La Toya J et al. "You Are Not My Handler! Impact of Changing Handlers on Dogs' Behaviours and Detection Performance." *Animals: an open access journal from MDPI* vol. 8,10 176. 9 Oct. 2018, doi:10.3390/ani8100176.

I also enclose a story from 253 Lifestyle Magazine, "Police dogs don't work for money. They work purely for love" by Lori Pacchiano.

June 15-21 is National Men's Health Week. I am again asking you to consider the health and wellness of Officer Michael Boehmer, along with Daric. We have had no reports to the community about the new K-9 officer, how Daric is doing, if they are patrolling, how things are going? Nothing. Silence. I know Officer Boehmer is devastated, what is being done about that?

The silence is absolutely a reflection on the City and the Department, and it is not a good look, especially given the current climate.

I am again asking for transparency.

Sincerely,

Jessica Vick
Des Moines, WA Resident since 2008
Encl.

Article

You Are Not My Handler! Impact of Changing Handlers on Dogs' Behaviours and Detection Performance

La Toya J. Jamieson *, Greg S. Baxter and Peter J. Murray

School of Agriculture and Food Sciences, Wildlife Science Unit, The University of Queensland, Gatton Campus, Warrego Highway, Gatton 4343, Australia; gregbaxter36@gmail.com (G.S.B.); peter.murray@uq.edu.au (P.J.M.)

* Correspondence: la.jamieson@uqconnect.edu.au

Received: 4 September 2018; Accepted: 5 October 2018; Published: 9 October 2018



Simple Summary: Detection dogs and their handlers must be a bonded team. Changing a dog's handler, which occurs in certain organisations or through change of ownership, may generate team conflict and reduce detection performance. Through testing dogs at detection tasks with a familiar and unfamiliar handler, we found that dogs scored higher for detection accuracy with their familiar handler. The dogs were also less distracted with their familiar handler. These results suggest that changing a dog's handler influences both their detection accuracy and behaviours. This may impact how working dogs are managed and their welfare.

Abstract: Dog-handler relationships can directly impact team success. Changing a dog's handler may therefore compromise detection performance. However, there are currently few studies which support this. This research explored the performance and behavioural impact of changing a dog's handler. Nine dogs trained at scent detection were accuracy tested with a familiar and unfamiliar handler. Both handlers were female with similar dog handling experience. The dogs were tested along brick lines containing target, non-target, and control samples. Testing was separated into four sessions, with each session having 36 samples. The dogs' accuracy scores were then calculated and testing footage behaviour coded. The dogs had significantly higher sensitivity ($p = 0.045$) and negative predictive value (NPV) ($p = 0.041$) scores when handled by the familiar handler. With the unfamiliar handler the dogs performed more stress-related behaviours, and were distracted for a higher proportion of time ($p = 0.012$). Time spent distracted was negatively correlated to detection performance (correlation = -0.923 , $p < 0.001$). With the unfamiliar handler the dogs' performance did not improve throughout testing ($p = 0.553$). This research demonstrates how these dogs' detection performances were impacted by changing handlers. Future research is required to determine if professional dog-handler teams are impacted similarly.

Keywords: dogs; dog handler; detection performance; behaviour

1. Introduction

Domestic dogs (*Canis lupus familiaris*) and humans are closely bonded, with humans often replacing their dog's conspecifics as their main social partner [1]. Due to this close relationship, dogs have been successful working partners with humans for centuries. Interactions between handlers and their animals, such as dogs and their handlers, influence their welfare and task performance [2–6]. There has been much research on working dogs' abilities, but further research is needed on factors impacting their success, such as the dog's handler and their relationship [7–9].

Dogs have been used by humans for detection work, which can include narcotics and wildlife detection [10,11]. Whilst a significant focus has been given to the detection dog, their handler and the

dog-handler relationship has a strong influence on their working performance [6,9,12–14]. Handlers must be able to recognise their dog's subtle working behaviours and assist them [15,16]. Failure to recognise these subtleties typically results in false negatives, where target samples are missed [16]. Dogs may also trust human cues over their own olfactory senses [17]. These findings demonstrate the importance of the handler on the dog's performance and how easily they can impact their detection performance.

Dogs respond and behave differently to different people, depending on how familiar they are to each other [18,19]. For example, dogs demonstrate more 'redirected behaviours', including playing with inanimate objects and sniffing/licking the floor, and 'appeasement gestures', including blinking, averted head, and looking elsewhere, when interacting with a familiar person [18]. Dogs will also typically respond quicker to the person they have a closer relationship with [20]. Hence, it has been postulated that the ideal system for explosives detection is a single dog and single handler team [21]. However, research has typically focused on determining the importance of the dog handler's experience, rather than the dog-handler relationship [22].

Whilst some studies have demonstrated the abilities of dogs to work with multiple handlers [23,24], no study directly compares dogs' detection performances with an unfamiliar and familiar handler [8]. An unfortunate occurrence in the working dog community is the reluctance to share information [25]. It is therefore difficult to postulate how many working dogs experience a change of handler. Situations where this occurs include when dogs are trained and then sold to dog handlers; or when working dogs are owned by organisations or government agencies and are therefore used by multiple handlers. Belgian military dog teams, for example, are considered fully operational after a two-week settling in period with a new handler [26]. This transition period is relatively short considering it has been reported that these dogs are occasionally left in their kennels without handler interaction (excluding routine kennel cleaning and food distribution) for up to five consecutive days [27]. Changing working dog handlers may increase inconsistency or negatively affect the dog-handler bond, which is likely to generate conflict and compromise the team's performance [1,28]. In circumstances where the dog's role is potentially lifesaving (e.g., explosives detection), a compromised team can be catastrophic.

This preliminary study therefore aimed to compare dogs' detection performances and behaviours when handled by a familiar and unfamiliar handler. These dogs weren't operational working dogs, however, they had received extensive training at scent detection specifically for this research. The training principles used mimic professional detection dog training, and the dogs' detection accuracy was rigorously assessed. We hypothesised that: (1) the dogs would have higher mean accuracy scores with the familiar handler than the unfamiliar handler; and (2) the dogs would perform more stress-related behaviours, and be more distracted, when handled by the unfamiliar handler.

2. Materials and Methods

2.1. Research Dogs

Nine dogs extensively trained in scent detection work were used in this project (Table 1). These dogs were sourced from dog breeders, private owners, and an adoption centre. This research is part of a larger breed comparison training project where three dog breeds were used—Border Collies, Labrador Retrievers, and Greyhounds. After a literature review [29], Border Collies were selected as they are perceived to have the most suitable behavioural and physical traits for detection work, whilst Greyhounds were perceived to have the least. Labrador Retrievers were selected as they are one of the most commonly used breeds for detection work. These dogs were not professional detection dogs; however, they had received three months detection training, five days per week, before testing. This training used operant conditioning, with a significant focus on positive reinforcement, e.g., Reference [30], to make the dogs associate their target scent with their reward (food). This training mimicked how professional working dogs are trained and is therefore comparable. Once the dogs were consistently making this association, non-target samples were included in the samples presented

to improve their odour discrimination ability. The dogs' training used a similar sample layout as described in Section 2.3. These dogs were only tested if they achieved a high level of detection proficiency in training. Three dogs were therefore not included in this study as they did not reach this level of detection proficiency. Prior to testing, the dogs' behaviours were assessed using the Match-Up II Shelter Dog Rehoming Program/Behavior Evaluation [31]. From this assessment the dogs' behaviour scores for 'Friendliness', 'Fearfulness', 'Excitability', 'Aggressiveness', 'Playfulness', and 'Trainability' were calculated. These scores were based on the dogs' performance and frequency of related behaviours (e.g., sniffing, licking, or nudging a person were related to their 'Friendliness' score). Three behaviour assessment sub-tests were not completed as they weren't relevant to this study. Adjustments were therefore made to the behaviour assessment totals. This research had the University of Queensland's Animal Ethics Committee approval (approval number: SAFS/454/16) to house, train, and accuracy test all involved dogs.

Table 1. Detection dogs used during this project. Due to their extended training time, these nine dogs were separated into three groups: March–June (Group 1), June–September (Group 2), and September–November 2017 (Group 3).

Group	Dog	Sex	Neuter Status	Age (Years)	Breed
1	1	Male	De-sexed	6	Border Collie
1	2	Female	Entire	2	Border Collie
1	3	Female	Entire	2.5	Labrador Retriever
2	4	Female	Entire	4	Border Collie
2	5	Male	Entire	2	Labrador Retriever
2	6	Female	Entire	2	Labrador Retriever
3	7	Male	Entire	4	Border Collie
3	8	Female	Entire	5	Labrador Retriever
3	9	Female	Entire	3.5	Greyhound

2.2. Dog Handlers

Both dog handlers were female, of similar height and build, with similar dog handling experience. Neither handlers were professional dog trainers/handlers, however, both had previously been instructed in dog training, either their own or other dogs, for several years. Handler 1 was the dogs' trainer throughout this project. Handler 2 was introduced to the dogs on the first day of testing. Prior to testing, Handler 2 was sent information on each dog. This included basic information about the dogs, their personality, and tips on handling them (Appendix A). The morning of the first testing session, Handler 2 was also instructed by Handler 1 on how to handle each dog. Handler 2 had several practise runs along a mock test line-up with the dogs, whilst being instructed by Handler 1, for approximately 30 min. It was presumed in a real-world setting that a professional detection dog would not be transferred to another handler without this information being provided and this guidance given.

2.3. Testing Layout

Accuracy tests were completed to measure each dog's detection performance with both handlers. These tests were completed outdoors in a paddock used for grazing cattle, but none were present during testing. Tests were completed outdoors to better mimic the detection requirements of operational detection dogs. Clay house bricks (33 × 8 × 12 cm) with eight holes in each were laid out at a measured distance along a straight line. Each line comprised 18 bricks, which were separated into three groups of six. Each brick in a group was 2 m apart and there was 5 m between each group of six bricks. Target, non-target, and control samples were presented in the holes of these bricks. The target sample was Bengal tiger (*Panthera tigris tigris*) scat, and the non-targets were cow (*Bos taurus*) and Brush-tailed phascogale (*Phascogale tapoatafa*) scat. These samples were collected from captive facilities and a rural property, and were stored at −20 °C in a freezer. All samples were contained in 5 mL plastic vials

which, for storage and transport, had a screw cap. Control bricks and control samples were used in all brick lines, with the control samples being a brick with an open, but empty, vial. Of the 18 bricks, two were targets, nine were non-targets, four were controls, and three were empty bricks. The samples were randomly allocated to bricks, with eight brick lines being constructed over two testing days. The handlers did not know the order of the samples during testing. All dogs were tested along the same two brick lines in each session, with their testing order randomised.

Care was taken to minimise the likelihood of cross-contamination between the samples. Each species' samples were only placed in their own specific bricks. Prior to testing these bricks were sterilised in boiling water, sun dried, and placed into new 50 L plastic storage tubs for storage and transportation. Labelled gloves, specific to each species, were worn when handling the samples or their bricks. The target and non-target samples were stored, transported, and handled separately, by separate field assistants.

2.4. Testing Procedures

Prior to the dogs' training, their testing order was randomly drawn. Five dogs (Dogs 1, 3, 6, 7, and 9) were tested firstly with Handler 1, whilst four dogs (Dogs 2, 4, 5, and 8) were tested firstly with Handler 2. After the first tests were complete (four sessions with each handler), the dogs had a rest day before being tested with the other handler. All tests therefore took four days to complete, with two testing sessions per day (morning and afternoon). Wind conditions, air temperature, and humidity levels were collected from the Australian Government's Bureau of Meteorology weather station near to the testing site (Appendix B).

During testing, the other handler and dogs were a minimum of 50 m away from the team being tested, down wind and out of sight. The dog and handler team would walk along the brick line, with the handler repeating the cue 'find'. A recording observer, who followed the dog team at approximately 5 m distance, was responsible for recording their indications and informing the handler if the indication was correct. The handlers were unknowing of the sample order. A person followed the recording observer at a 10 m distance from the dog-handler team and filmed all testing. The dogs indicated by sitting and facing the handler, or by stopping and turning to face the handler at the target brick. The dogs were rewarded with food and verbal praise. The dogs were not rewarded if they falsely indicated. To account for the changing and unpredictable wind conditions during testing, the dogs were allowed up to three attempts at each brick line. If the dogs did not locate the target by the third attempt the test ceased. By testing conclusion, each dog and handler team had been tested with 144 samples during four test sessions.

2.5. Behaviour Coding

All tests were recorded using a GoPro Hero4 silver camera. The dogs' behaviours were analysed and coded using Behavioral Observation Research Interactive Software (BORIS, [32]). Continuous behavior sampling was completed. Stress-related behaviours were the main behaviours coded, which measured both their occurrence, frequency, and duration. Behaviours coded were lip licking, tail lowering, ears pinned back, yawning, whining, jumping, and shaking off [33]. Behaviours were removed from future analyses if less than 50% of the dogs performed the behaviours at least once (e.g., whining). The proportion of time the dogs spent 'distracted' or 'scenting' was also calculated. 'Distracted' was defined as when the dog was ignoring the handler's commands in order to smell or view other stimuli. 'Scenting' was defined as when the dogs were actively scenting/smelling along the brick line. At the conclusion of behaviour coding, time budgets were created.

2.6. Data Analyses

From the dogs' positive, negative, and false indications, their sensitivity, specificity, positive predictive values (PPV), and negative predictive values (NPV) were calculated. Sensitivity is a dog's ability to locate their target and specificity is their ability to identify and not indicate to a non-target [34].

These are commonly used measurements of a detection dog's accuracy [35]. A dog's PPV assesses the correct proportion of their target-present indications and NPV assesses the correct proportion of their target-absent indications [34]. General linear models were constructed to determine any relationships between the environmental conditions (wind speed, air temperature, and humidity) and the dogs' performance. Statistical significance was set at <0.05 . Spearman correlations were completed to determine the relationship between the dogs' ages and their accuracy scores. Spearman correlation was used as the data was not linear. Two-sample *t*-tests were completed to determine if there was a significant difference between the dogs' performances with Handler 1 and Handler 2. General linear models were constructed to determine the impact of the training group and the testing session on the dogs' performances. Two-sample *t*-tests were completed to determine the difference between the dogs' behaviours when handled by the different handlers. Pearson correlations were completed to determine the relationship between the proportions of time spent 'distracted' and 'scenting' and the dogs' performances.

3. Results

The dogs ($n = 9$) had significantly higher sensitivity ($p = 0.045$) and NPV scores ($p = 0.041$) with Handler 1 (Table 2). When the dogs were with Handler 1 they also had higher mean PPV scores than when they were with Handler 2 (80.9 and 53.5, respectively), however this was not statistically significant ($p = 0.114$). There was no significant difference between the dogs' specificity scores between the handlers ($n = 2$). Of the nine dogs, three did not work for Handler 2, as demonstrated by their sensitivity and PPV scores of zero (Table 2).

Table 2. Sensitivity, specificity, PPV and NPV scores with Handler 1 and Handler 2. Mean scores and standard deviations (SD) are also provided. Dogs 4, 5, and 8 did not work for Handler 2 as demonstrated by their scores of zero for sensitivity and PPV.

Dog	Handler	Sensitivity	Specificity	PPV	NPV
1	1	100	95.3	72.7	100
	2	100	99.2	94.1	100
2	1	100	100	100	100
	2	50	97.7	72.7	94
3	1	100	95.3	72.7	100
	2	100	100	100	99.2
4	1	93.8	100	100	99.2
	2	0	98.4	0	88.7
5	1	37.5	97.7	66.7	92.6
	2	0	100	0	88.9
6	1	100	100	100	100
	2	100	99.2	94.1	100
7	1	68.8	92.2	52.4	96
	2	18.8	96.1	37.5	90.4
8	1	75	96.8	75	96.8
	2	0	99.2	0	88.8
9	1	93.8	98.4	88.2	99.2
	2	62.5	98.4	83.3	95.5
Mean	1	85.4	97.3	80.8	98.2
	2	47.9	98.6	53.5	93.9
SD	1	21.4	2.6	17.1	2.5
	2	44.8	1.2	44.1	4.9

The dogs also behaved differently with the two handlers. The dogs had their ‘tails lowered’ ($p = 0.035$) and were ‘distracted’ ($p = 0.012$) significantly more when handled by Handler 2. The proportion of time the dogs spent ‘distracted’ was significantly higher with Handler 2 ($p = 0.012$), which significantly affected their sensitivity ($p = 0.004$), PPV ($p = 0.010$), and NPV scores ($p = 0.005$). The proportion of time spent ‘distracted’ had a strong relationship with the dogs’ sensitivity (correlation = -0.923 , $p < 0.001$; Figure 1), PPV (correlation = -0.846 , $p < 0.001$), and NPV (correlation = -0.925 , $p < 0.001$) scores.

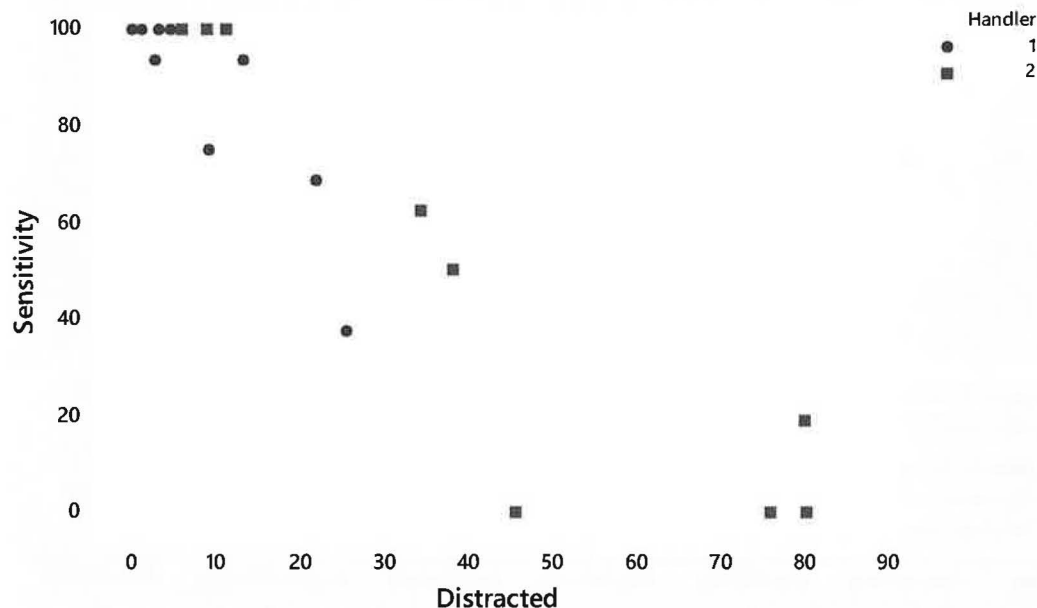


Figure 1. Strongly correlated negative relationship between the proportion of time (%) spent ‘distracted’ and the dogs’ sensitivity scores with Handler 1 and 2. The dogs’ breeds are also included.

The dogs spent a significantly higher proportion of their time ‘scenting’ ($p = 0.022$) with Handler 1, which significantly influenced the dogs’ sensitivity ($p < 0.001$; Figure 2), PPV ($p = 0.003$), and NPV ($p < 0.001$) scores. Proportion of time spent ‘scenting’ was strongly correlated to the dogs’ sensitivity (Pearson correlation = 0.897 ; $p < 0.001$).

The dogs’ sensitivity significantly improved during the testing sessions when handled by Handler 1 ($p = 0.017$). The dogs’ sensitivity did not improve through the testing sessions with Handler 2 ($p = 0.553$), and there was a very weak relationship between testing session and sensitivity (Pearson correlation = 0.029 ; $p = 0.867$). There was a weak relationship between the dogs’ age and their sensitivity (Spearman correlation = 0.099 , $p = 0.697$), specificity (Spearman correlation = -0.383 , $p = 0.117$), PPV (Spearman correlation = -0.209 , $p = 0.406$), and NPV scores (Spearman correlation = -0.056 , $p = 0.825$). There was no significant difference between the three testing groups, based on the dogs’ sensitivity ($p = 0.088$), specificity ($p = 0.409$), PPV ($p = 0.157$), and NPV ($p = 0.080$) scores. The dogs’ detection performance was also not significantly impacted by the environmental conditions (wind speed, $p = 0.185$; air temperature, $p = 0.835$; or humidity, $p = 0.641$).

There were evident differences between the dogs’ behaviour assessment scores (Table 3). There were also few apparent similarities between the dogs who worked well for both handlers.

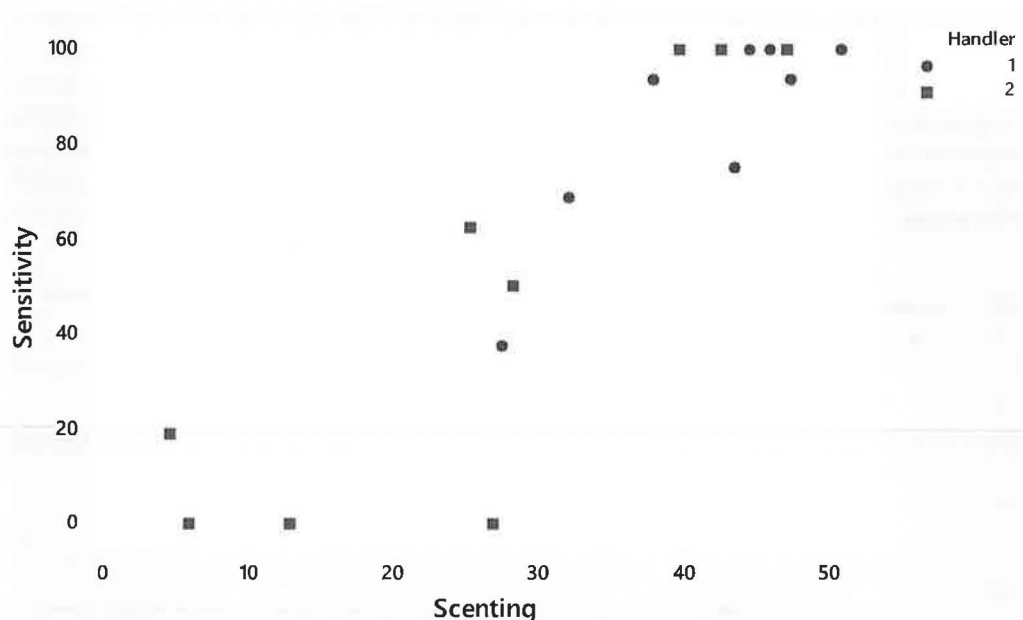


Figure 2. Strongly correlated relationship between the proportion of time (%) spent ‘scenting’ and the dogs’ sensitivity scores with Handler 1 and 2.

Table 3. The dogs’ behaviour assessment scores for Friendliness (score/23), Excitability (score/23), Playfulness (score/17), Fearfulness (score/24), Aggressiveness (score/24), and Trainability (score/15). The dogs who performed well for both handlers are in bold.

Dog	Friendliness	Excitability	Playfulness	Fearfulness	Aggressiveness	Trainability
1	14	6	0	6	2	12
2	9	1	1	2	0	15
3	23	14	8	2	0	15
4	5	1	1	3	0	9
5	20	7	7	5	0	9
6	17	2	1	6	0	8
7	20	9	5	1	0	12
8	18	6	7	3	0	8
9	19	1	8	2	0	5
Mean	16.1	5.2	4.2	3.3	0.2	10.3

4. Discussion

The variation between the dogs’ detection performances with Handler 1 and Handler 2 was significant. The dogs had significantly lower accuracy scores when handled by Handler 2. Whilst the dogs continued to improve throughout their testing with Handler 1, there was no improvement with Handler 2. Due to the physical and dog handling experience similarities between the handlers, it can be assumed that this variation was at least in part influenced by Handler 1’s familiarity with the dogs. Familiarity may however, not be the only influential factor. As a result of training the dogs, it can be presumed that Handler 1 was also strongly bonded with the dogs, and they with her. This bond and frequent contact have previously been correlated with higher team performance [9,36]. As proposed by Horn et al. [20], familiarity may not be as influential as a strong dog-handler relationship on the dog’s performance or learning ability. This may also be the reason for the dogs’ lack of improvement with Handler 2. The fact that three of the nine dogs also refused to work for Handler 2 further supports this. The lack of improvement with Handler 2 is concerning for professional working dogs that are transferred between handlers. This is especially true when the transition period has time restrictions

(e.g., two weeks until a detection team is fully operational [26]). It is likely that within a certain time the dogs would become familiar and eventually bond with Handler 2. However, there is no knowing the time this would take or the level of impact this would have on their performance. This acclimatisation time would also likely vary depending on the personalities of both the dogs and handlers. This requires further research.

There were little similarities between the dogs who performed well with both handlers. Of these three dogs, one was a male Border Collie and two were female Labrador Retrievers. We are not suggesting this was breed related, although further research is warranted. There were no consistent similarities in their behaviour scores. The only similarity between these dogs is their high scores with Handler 1. This indicates that perhaps dogs who are high performers will transfer more easily to a new handler. This was not consistent with all the dogs however, as there were other high performing dogs (Dog 2 and 4) who performed very poorly for Handler 2. A larger sample size may be needed to highlight the characteristics of dogs that can adjust more quickly to new handlers, and this should be researched further.

Along with their differences in performance, the dogs also behaved differently with the two handlers. With Handler 2 the dogs demonstrated more stress-related behaviours and were significantly more ‘distracted’. The dogs’ lack of focus with an unfamiliar handler has been replicated in other studies [20,37]. The dogs also spent less time ‘scenting’ with Handler 2, which was influential on the dogs’ performances. The dogs’ specificity scores were likely not impacted by their time spent ‘distracted’ or ‘scenting’ as they could achieve a score of 100 even if they weren’t scenting, simply by never indicating. This is demonstrated by Dogs 4, 5, and 8 all having sensitivity scores of 0 (meaning they never indicated to a target), but having specificity scores of 98.4, 100, and 99.2, respectively. This highlights the importance of not evaluating dogs’ detection performances based solely on one calculation.

This study was limited by a small sample size. Due to the extended time commitment and resources needed to kennel and train the dogs, this could not be avoided. Even with this small sample size, the impact of the dog handler and the dog-handler relationship was clearly evident. This impact may not be as significant if professional working dogs and handlers were used, and this should be explored further. It is likely, however, that even professional working dogs are impacted by a change of handler, whether through their behaviours, and therefore their welfare, or working performance.

5. Conclusions

This study has demonstrated the behavioural and performance impact of changing a dog’s handler. Our results may therefore not only have implications for detection dogs, but all dogs required to work closely with humans (e.g., assistance and herding dogs). Whilst each dog was impacted differently by this change, collectively the dogs responded negatively to the change of handler. It is unclear how long it would take for the dogs to adjust to a new handler and the best ways to manage this transition should be researched further. Whilst this research had a small sample size and only demonstrates how these specific dogs were affected by changing these specific handlers, our results and their possible outcomes are still significant and are further supported by the literature. This research highlights that whilst dogs are an incredible working partner for humans, they are not simple minded, easily transferable machines, and should not be managed as such.

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Conflicts of Interest: The authors declare no conflict of interest.

Appendix A

Below is an example of the information provided to Handler 2 about one of the dogs she handled. This level of detail was provided for the description of all nine dogs. This information was provided a minimum of one week prior to training and in this time Handler 2 was able to ask any necessary questions.

General information

Jasper is a 6-year-old Border Collie who has learnt detection work incredibly quickly. He is very eager to learn and please, however, he is quite timid around people. I have introduced him to most of the project volunteers during training and whilst he isn't overly happy around them, he typically isn't distracted by them when working. When he is working he is a very different dog—very energetic and enthusiastic. Jasper does have a beautiful nature, but please remember he is sensitive.

Handling tips

Jasper is simple to handle and once he is on task he is very focused. He rarely falsely indicates and has almost never missed a target in training. His only quirk is that on occasion he gets too excited to work—he jumps up-and-down in front of you when walking along the bricks (containing the samples). Simply say in a low tone, “Jasper, find” and do a sweeping motion with your hand along the brick line. I typically try to use a soothing, encouraging tone of voice with him, and do not raise my voice around him. Even though it is tempting, Jasper does not really enjoy being patted and it sometimes causes him stress if strangers try to pat him (his ears go back, he freezes or turns his head and lip licks). As a result, if you notice Jasper is becoming anxious try talking to him softly and possibly distance yourself from him. He may alternatively move and sit behind you if scared or intimidated by something/someone. If you are concerned he is becoming too overwhelmed being handled by yourself please let me know. I do not believe, however, that this is likely.

Appendix B

Table A1. Mean environmental conditions experienced on testing days.

Group	Day	Session	Windspeed (km/h)	Air Temperature (°C)	Air Humidity (%)
1	1	1	15	14.1	52
		2	14.5	18.6	63
	2	1	9.5	22.9	33
		2	13	19.2	41
	3	1	10	12.5	70
		2	14.5	17.2	58
	4	1	9.5	22	40
		2	7.5	17.3	52
2	1	1	11	22.9	52
		2	28	31	21
	2	1	19	20.1	22
		2	26	26.2	15
	3	1	7	16.2	57
		2	11	24.4	30
	4	1	6	18	54
		2	13	27.4	18
3	1	1	12	25	60
		2	21.5	29.2	45
	2	1	14	25.7	55
		2	14	30.4	42
	3	1	15	26.2	60
		2	17	30.3	44
	4	1	17	24.6	73
		2	22	23.2	81

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Thank you for the opportunity to voice my concerns regarding the situation involving Officer Michael Boehmer and his K-9 Partner, Daric. This situation hits close to home for many Des Moines residents as Officer Boehmer has been a prominent part of our community throughout his time with DMPD. It is not lost on me the value that Daric brings to DMPD, however, Daric is not a piece of equipment, he's not a commodity, he's a living, breathing animal, with a heart and a soul. Anyone who has ever seen Daric and Officer Boehmer together instantly understands their bond and connection and dedication to each other. It is not uncommon for police dogs and their handlers to become family and that is what Daric and Officer Boehmer are.

I have been a faithful volunteer in our community for many years now, through sports, PTA, farmers market, my church and until recently with the Des Moines Police Foundation. I am very aware of the effects good police officers can have on a community, the kind of officers that get to know citizens, invest and participate in communities, that allow people to see behind the curtain and see the human side of policing. The kind of police officer that Michael Boehmer is and the kind of officer we should be seeing more of in the news.

I've read Chief's statement, I've read the King County investigation findings and recommendations. I'm here tonight because despite those things, I feel this situation has been completely mishandled, from top to bottom, and I'm asking for accountability. It seems our City leadership as just decided to align with Chief and not give any thought to Officer Boehmer or Daric's wellbeing. If that is not the case, I'm asking for transparency between the City and the Community on this issue, which we have not received.

I'm very concerned about the wellbeing of Officer Boehmer since being stripped of his K-9 duties and losing Daric three weeks ago today. I do not appreciate that every time I ask whether his wellbeing is being addressed, someone points me to Chief's statement or the KCSO findings or ignores me altogether. No one has explained why Daric could not remain with Officer Boehmer while a new officer was hired. After a week's stay in a kennel, Daric was just handed over to a new officer like you would a gun or a uniform.

There was no transition period, no opportunity for resolution, no discussion, nothing. Instead, Officer Boehmer has been drug through the mud, publicly humiliated and silenced, unable to speak to the situation or defend himself at all. Why can he not share his side of the story without the threat of further discipline?

This situation will not just go away if you ignore it, it can't be brushed under the rug, you can't devalue it because you don't feel it's important enough or worth your time. Officer Boehmer and Daric deserve more than that. They put their lives on the line for us every day, to remove this dog who serves our community so well, from the only family he's ever known is nothing less than tragic, no matter how talented and valuable he is to the police department. That is not a message I want to be a part of sending as a community and I'm here tonight to ask that you look at the human side of this issue and reverse the decision to remove Daric from Officer Boehmer. Daric deserves a home. Officer Boehmer is Daric's home.

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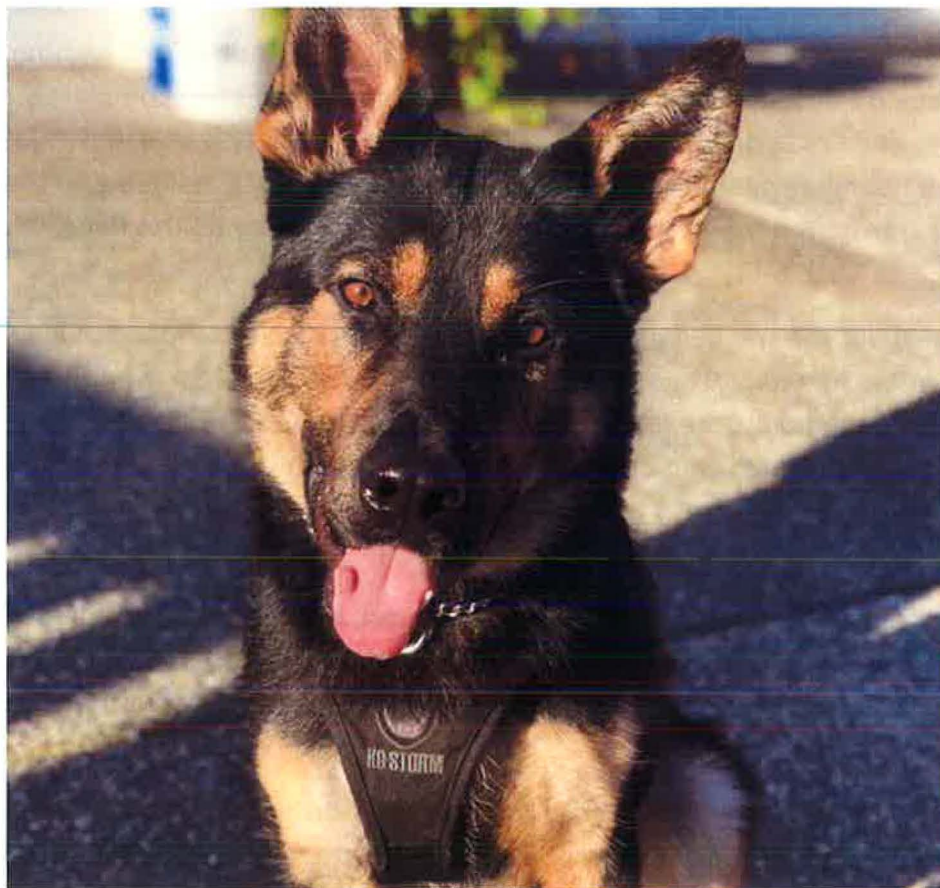
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2 days ago · 7 min read



Police dogs don't work for money. They work purely for love.

By Lori Pacchiano



While the waiting list is long to become a Police Officer in the Specialty K9 UNIT, the dogs themselves do not sign up for the highly coveted positions and the ones who are selected are impeccable animals, physically and mentally built for the work they do. Since dogs do not apply or sign up for the job, don't we owe them something in return?

The life of a canine officer is admirable. These extraordinary dogs have a duty to protect and serve that surpasses the easy life of just getting to be a regular housedog. The responsibility of a K9 dog is serious and they are often the ones being placed in danger as they work to

~~trained to trust and intended to be a partnership for life~~

You may wonder what a police dogs' drive is to serve in situations that put their lives at risk and it comes down to one thing; the bond they share with their handlers. The relationship is mutual. I can't think of one officer who wouldn't be willing to protect his dog. They have a connection that is unbreakable and together they are a unified team who learns to read each other's unspoken language. In fact, when the K9 unit is deployed on a task, the K9 Police Officer is focused on following and reading the dog, while an additional officer accompanies the team to be their eyes and ears as an attentive lookout for the duo.

When the Des-Moines Police Department in Washington State introduced a new canine into the unit, they relied on the expertise and instincts of a Specialty Canine Unit Officer and his 5 years of canine experience to do the following:

- Select the dog from a group of dogs available
- Pick up the dog when he arrived at Sea-Tac Airport
- Name the dog, "Darlle" (Gaelic & Irish, meaning "strong or oak hearted")
- Create a place in his home for the dog to live as a member of his family
- Hand feeding every meal to Darlle (his whole life) in order to develop trust between the dog and handler
- Design his vehicle to be outfitted for a canine
- Teach Darlle to track and capture suspects
- Trained Darlle with a set of commands, created specifically for Darlle to be delivered solely by Officer Boehmer
- Established veterinary and boarding care as a new client for his dog
- If Darlle ever needed to see the doctor, Officer Boehmer himself made the appointment, brought him to the veterinarian, described his symptoms, accepted treatment from the veterinarian, gave the veterinarian permission, and delivered any medicine or treatments required like any dog owner.
(It wasn't like dropping off a patrol car that needed to be fixed)
- Made all equipment purchases to get the K9 program functional
- Had to integrate a newly established K9 Unit with existing K9 Units throughout the area

Its doesn't really sound like Officer Boehmer, walked over to a kennel inside the department and leashed up his "ready to go" tracking dog.

The duties departments expectation from Specialty K9 Handlers rely on an emotional relationship between a human being and his animal.

Canine officers often spend 24 hours a day with their dogs. Their relationship is on a totally different level. Their bond must be so strong that their dog is willing to do its job without considering the consequences. Consider that many dogs who are pets, without K9 officer responsibilities, will not jump in a swimming pool, will not come when they are called. (My own dog often gets into fights with the rubber spring doorstoppers attached to the walls in our home.) Yet these unbelievable dogs are willing to face death with a level of commitment that is reflected specifically in the relationship they share with their handler.

And while these K9's are totally motivated to do their jobs and please their handlers, there is often no place they would rather be than riding around in the car with their head resting on their partners' hand. It is the love for their officer that creates the trust needed when a dog is told to track and capture a suspect, and also the love for their officer that is needed when performing a bite that we as civilians seriously rely on, and lastly and most importantly,

Officer Boehmer's family is deeply worried about his mental state as he navigates through processing the incident that caused him to lose his dog Daric (who wasn't even involved). And they are also worried about his duty to continue to work in the department with the dog he loves so much and has invested so much into. Members of the community have created a petition to help Officer Boehmer be reunited with Daric.

Is it fair to punish Daric?

Does it seem fair to use a dog, normally intended to be partnered for life, in a disciplinary process of a situation that didn't involve him?

Imagine Daric, a highly trained tracking dog, who arrives at work each day. Daric's expertise is the ability to detect, recognize and follow a specific scent. Possessing heightened olfactory abilities, Daric is able to detect, track and locate the source of certain odors. They say a human will smell chocolate chip cookies baking but Daric can smell the individual ingredients. Daric is motivated to work through the bond with his handler.

Remember, Police Dogs don't work for money, they work purely for love.

The connection is trained. The Police department needs Daric to be devoted to his handler, part love and part learned. Daric's number one motivation is to please his handler so he has a hyper-focused desire to obey his commands. Now imagine each day, Daric arrives at the department and he can smell Officer Boehmer.

He can smell him. He loves him.

Daric is no longer allowed to engage with him or play with him but Daric can smell that he is still there. It seems like that could create some frustration for a dog, who may have a desire to find his handler but not be allowed to search for him. Or if Daric becomes confused on a call because he sees Officer Boehmer, his original trainer, now putting Daric in a potentially precarious situation, making him more vulnerable as a police dog, putting his life and others at risk?

Officer Boehmer solely created all of Daric's commands. This is very important otherwise a suspect could start giving a dog orders that would interfere with and prevent them from tracking and capturing. This is specifically why trust is necessary, as important as it is that Daric captures it is even more important that he releases a suspect when commanded. A dog's bite can be deadly. In addition, police dogs are taught to use their own discretion only when their K9 Officer is in danger. This seems like a lot for a dog to learn and for Daric to re-learn.

Daric is a living being who has given himself to the police department, at what point do we take his feelings into consideration? Can't the department work harder to keep dogs with their handlers rather than making the dogs well-being the priority?

Do Dogs have feelings the proof is in the science

<https://www.puppyleaks.com/studies-on-dog-emotions/>

This story has invited so many questions about the rights of dogs

France classified dogs as living beings in 2014

For hundreds of years they have been given the same legal status as a table or a chair, or for that matter a patrol car but now animals will finally be classed as living beings after a

beings-centuries-siumming-personal-property-means-wealthy-Parisienne-leave-fortunes-them.html

Daric is currently placed with a new handler, without a transition that allowed the dog to become acclimated, without the trust of the current handler helping to make the introduction or even share the customized commands with the new K9 Officer. Daric could have really benefitted from that support by the department. It will take hundreds and hundreds of hours for the new handler to retrain Daric, To gain the trust of Daric. Why not just take the offer to let the new officer get a dog and start this process with a fresh start and let Daric be with the person who has been loving him, caring for him and working with him.

~~The solution that was offered to the department:~~

Officer Boehmer has offered to pay \$10,000, which would allow the department to purchase a brand new dog that would have the opportunity to create a fresh start with the canine officer that will be taking over the position.

~~Would the city of Des Moines be left without a canine officer?~~

Police Departments in King County work to assist each other, it is customary departments often rely on canine units on duty of police departments in surrounding cities.

The department now has an equipped vehicle for a K9, they are set up with the other K9 Units and are more prepared now than when Officer Boehmer entered the department.

We need to consider, that while Police Dogs are willing to serve by making the ultimate sacrifice, we hope they should never have to grieve the loss of their trusted living handler. We are instilling a bond for our selfish purposes required in the line of duty that we need to honor above everything else. When we train a dog to make his human number one, highest priority and sole purpose for doing his job, it is then our turn to return the favor by keeping him with that human in the short time they are alive on this planet.

~~The Des Moines Police Department Release this matter is posted at the link below:~~

~~http://www.desmoineswa.gov/DocumentCenter/View/5018/Press-Release---K9-5132020-Final?fbclid=IwAR2lqUJf9RETGjkf1T0UIRfnfR25g6ViN4HrzTw_5Nj2onGvRopggLLjM0~~



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43.

NOISE ORDINANCE SIGNS POSTED ON BEACH DRIVE
 PARKING LOT (BOAT LAUNCH) HAVE ORD. # ON
 SIGN ALONG WITH CODE & BOLD NUMBERS FINE
 \$150 or what EVER "PLEASE" NOT ON NEW SIGNS
 POST. "EXISTING POST" ONLY

NOISE ORDINANCE - ON EXISTING POLES

11. Mike Edinger
2. Elisabeth Jones
3. SNIRLEY BERRY
4. Pat Stream
5. Carol Stream
6. Marian Miller - ~~Marian Miller~~
COLLEEN COSGROVE
7. Carla Jackson
8. Sim DeRosa
9. Janie DeRosa
10. ~~Todd Foster~~
11. Ron Galliano
12. Tina Galliano
13. ~~Tina Galliano~~ MANHOLE COVERS
14. Tom & Sue Gideon
15. Henry Kerr
16. A. Diane Tucker
17. Theresa Stewart
18. Tom & Kay Storhoff
19. ~~Todd Foster~~ Todd Foster
20. Chase L. Potts
21. Richard Owens
22. Larry Dault MANHOLE COVERS

First Quarter 2020 Finance Report

- First Quarter 2020 was consistent with budget projections, which is 25% of the City's budget
- Uncertainty still exists on the economic impacts of COVID-19, just now starting to get hard data on specific impacts
- 2nd Quarter 2020 will start to reflect the impacts of the "Stay Home Stay Healthy" be the first indication of economic impacts

Sales Tax Data

MARCH 2020 (January Sales)

SALES TAX CATEGORY	2019 YTD	2020 YTD	YTD % Diff
Construction	\$ 390,063	\$ 263,958	-32.3%
Manufacturing	\$ 12,389	\$ 14,136	14.1%
Transportation & Warehousing	\$ 2,456	\$ 2,297	-6.5%
Wholesale Trade	\$ 29,547	\$ 35,079	18.7%
Automotive	\$ 32,411	\$ 33,306	2.8%
Retail Trade	\$ 213,082	\$ 249,516	17.1%
Services	\$ 239,567	\$ 251,303	4.9%
Miscellaneous	\$ 35,662	\$ 18,357	-48.5%
Grand Total	\$ 955,177	\$ 867,952	-9.1%

MAY 2020 (March Sales)

SALES TAX CATEGORY	2019 YTD	2020 YTD	YTD % Diff
Construction	\$ 646,133	\$ 405,407	-37.3%
Manufacturing	\$ 21,656	\$ 23,617	9.1%
Transportation & Warehousing	\$ 5,673	\$ 3,581	-36.9%
Wholesale Trade	\$ 48,022	\$ 55,740	16.1%
Automotive	\$ 49,231	\$ 52,310	6.3%
Retail Trade	\$ 344,502	\$ 391,703	13.7%
Services	\$ 387,312	\$ 374,500	-3.3%
Miscellaneous	\$ 59,391	\$ 34,463	-42.0%
Grand Total	\$ 1,561,920	\$ 1,341,321	-14.1%

- King County Economic and Revenue Forecast Presentation to Puget Sound Finance Officers Association
 - Tax Year 2020 (brackets denote negative percentages):
 - (30.02%) Annual Growth in King County Taxable Sales Forecast
 - (27.73%) Annual Growth in King County Local & Optional Sales Tax Forecast
- City of Des Moines has made a number of expenditure adjustments steps to respond to the impacts of COVID-19
- Questions?

PUBLIC HEARING: DRAFT ORDINANCE 19-112 TITLE 18 DMMC CODE CLEAN-UP

Laura Techico, Principal Planner

March 12, 2020

Background



- Items necessary to correct inconsistencies or clarify intent.
- Minor code amendments

Clarifications/Consistency

- Return the definition of “private garage” inadvertently omitted during the 2014 repeal/replace of Title 18 DMMC.
- DMMC 18.15.020 – Nonconforming Buildings and Uses updated to correct code citations
- DMMC 18.20.080 Project Review Chart, updated for consistency with previous text amendments
- DMMC 18.20 Review process for land use actions - clarification and correction of code citations
- DMMC 18.52.010A, Residential Use Chart - clarification that townhouses must comply with applicable design standards

Clarifications/Consistency

- DMMC 18.60.050, Application and review process for townhouse developments – consistency with short plat regulations
- DMMC 18.190.070, Height of structures and roof structures. Clarify the allowance for fire walls, parapet walls and guards
- DMMC 18.200.310, Signs - Marina District. Clarify language
- DMMC 18.210.170, Loading Areas and Off-Street Parking – Surface – consistency with drainage regulations
- DMMC 18.250.070, Recreational marijuana regulations for retailers - update to reflect changes to Zoning Map. No changes to geographic boundaries proposed. Names of zones changed, code was not updated to reflect updated zone terminology.
- DMMC 18.52.010B, Commercial Use Chart - remove limitation pertaining to mixed use from “Office” use

Minor Amendments

- DMMC 18.30.100 Textual changes to zoning code or area-wide rezones – simplify the process for setting the hearing date consistent with state law.

Suggested Motions

- **Motion 1:** “I move to suspend Rule 26(a) in order to enact Draft Ordinance No 19-112 on first reading.”
- **Motion 2:** “I move to enact Draft Ordinance No. 19-112 amending chapters 18.01, 18.15, 18.20, 18.30, 18.52, 18.60, 18.190, 18.200, 18.210, and 18.250 DMMC to correct omissions, errors, and inconsistencies and to clarify City Council intent.”

City business license fees

- Many cities charge a flat or tiered fee for general business licenses. Fees are designed to recover the administrative costs of registering the business
- Changes proposed to be effective July 1, 2020
- City of Des Moines also imposes additional regulatory licenses and fees – No changes proposed to these licenses and fees at this time

Update to Business License Fee Schedule

- Standardize business license fees for FileLocal implementation
- Initial general business license fee:
 - Business physically located inside the City of Des Moines - \$75
 - Business physically located outside the City of Des Moines - \$100
- Renewals:
 - Business physically located inside the City of Des Moines - \$75
 - Business physically located outside the City of Des Moines - \$100
 - Rental of Real Property – change to tiered fee based on number of units

Update to Business License Fee Schedule (continued)

- Pro-rate general business license fee – if a business starts after July 1st the fee will be 50% (“Half Year Fee”)
- Change penalty for late filing of business license – Flat dollar amount of \$25 when 30 days late, \$50 when 60 days late and \$100 when 90 days late
- Eliminate the discount rate for 1st time licenses – unable to accommodate this discount in the FileLocal program

Business License Fee Schedule – General Business License

General Business License:

a. Commercial License, business physically located inside the City of Des Moines	\$75
b. Commercial License, business not physically located inside the City of Des Moines	\$100
c. Home Occupation	\$75
d. Family Daycare	\$75
e. Adult Family Home	\$75
f. Rental of Real Property:	
Initial license fee	\$75
Renewal fee:	
1 to 10 units	\$100
11 to 30 units	\$200
31 to 99 units	\$350
100 or more units	\$500
g. Solicitor	\$100 - one to five / \$20 for each after 5

SUGGESTED MOTION

“ I MOVE TO AMEND SECTIONS 2 AND 4 OF DRAFT RESOLUTION 20-033 TO SPECIFY THAT INITIAL FIRST TIME REGISTRATION FEES FOR BUSINESSES ENGAGED IN THE RENTAL OF REAL PROPERTY IN THE CITY ARE \$75.”

AND

“ I MOVE TO ADOPT DRAFT RESOLUTION NO. 20-033, REVISING THE BUSINESS LICENSE REGISTRATION FEE SCHEDULE, AS AMENDED.”