



**CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 10, 2024**

**AT CITY HALL - 801 SW 174TH ST
CITY COUNCIL CHAMBERS AND
REMOTELY USING ZOOM:**

<https://us06web.zoom.us/j/85645055633>

Page

I. CALL TO ORDER & FLAG SALUTE 7:00 p.m.

II. ROLL CALL

III. APPROVAL OF THE AGENDA

IV. PUBLIC COMMENT - Please limit comment to 3 minutes

- a. Instructions for In-Person at the meeting: Please complete a comment form and turn it into the City Clerk prior to the meeting.
- b. Instructions for Online (Zoom): Use the Raise Hand feature during the public comments portion of the meeting.

V. CONSENT AGENDA

(Routine items will be enacted in one motion unless removed by a Councilmember)

"I move to approve the Consent Agenda as presented."

- 3 - 9 a. Renewal of the expired Sustainable Airport Master Plan (SAMP) Interlocal Agreement (ILA) - Nicholas Matz, Community Development Director
- 10 - 26 b. Solid Waste Management Contract Approval with Bin There Consulting - Ken Courter, Public Works Director
- 27 - 33 c. Approval of the Transportation Improvement Board (TIB) Grant for the overlay of a portion of Marine View Drive - Ken Courter, Public Works Director

- 34 - 65 d. Meeting Minutes dated October 24th, 2023, October 30, 2023, November 14th, 2023, November 28th, 2023, January 9th, 2024, and January 23rd, 2024, October 8th, 2024
- 66 - 71 e. Claims Check 63916 through 63939, Claims Check 63940 through 63969, Claims Check 63978 through 64007, in the amount of \$521,460.67 And Payroll Check 63970 through 63977, in the amount of \$137,243.69

VI. REPORT OF OFFICERS

- a. Mayor's Report
- b. Councilmember & Council Committee Reports
- c. City Manager's Report

VII. NEW BUSINESS

- 72 - 92 a. Approval of a contract with G&O for Stormwater Improvements at SW 166th & 3rd Avenue SW - Ken Courter, Public Works Director
- 93 - 94 b. Approval of the City of Normandy Park 2025 Legislative Agenda - Amy Arrington, City Manager
- 95 c. Discussion of Proposed Sports Court - Amy Arrington, City Manager

VIII. PUBLIC COMMENT - Please limit comment to 3 minutes (see above)

IX. ADJOURN

Requested Council Action: M/S to adjourn by 10:00 p.m. per NPMC 2.02.020(a). The next Regular Meeting is scheduled for January 14, 2025, at 7:00 p.m.

Note: The order of agenda items are suggested. The actual time the City Council discusses an item may or may not be in the order listed.



Normandy Park City Council Meeting

Meeting Date: December 10, 2024

Agenda Category: Consent

Agenda Bill #: 1166

SUBJECT: Renewal of the expired Sustainable Airport Master Plan (SAMP) Interlocal Agreement (ILA).

ATTACHMENTS:

1. Draft Interlocal Agreement 2024 for SAMP-cities

PRESENTED BY: Nicholas K. Matz AICP, Community Development Director

REVIEWED BY: Community Development Director, City Attorney and City Manager

STAFF EXPLANATION

The City of Normandy Park participates in the four-city Sustainable Airport Master Plan (SAMP) staff-level working group. SAMP-cities was formed by an interlocal agreement (ILA) adopted in March 2018 by member cities Normandy Park, Des Moines, Burien, and SeaTac. The purpose of the ILA is for the cities to establish and operate a process for review, analysis, and responding to the environmental process, impacts, and concerns related to SEA's SAMP.

Normandy Park has been an active participant in the four-city review of the Port of Seattle's SEA SAMP, which includes near term projects (NTP) being planned by the Port. Since 2018, consultants have been engaged and paid for legal and environmental analysis as the Port has rolled out various iterations of the SAMP's environmental analysis. Now, with the current iteration of the draft National Environmental Policy Act (NEPA) Environmental Assessment (EA) for SAMP out for comment, the SAMP-cities working group discovered that the ILA has lapsed. This draft ILA amendment would revise the *Duration* section of the ILA to reflect a sunset provision only at the completion of the SAMP environmental review process.

FISCAL CONSIDERATION:

The SAMP-cities ILA is funded by population-proportionate share, with Normandy Park anteing up originally for 5.6% of the initial funding cost, or \$9,800. All four member cities pay proportionate shares with Des Moines staff acting as the project manager and Burien staff managing the money. Member city councils will periodically be asked to continue to fund SAMP-cities, in conformance with the ILA

POLICY CONSIDERATIONS

The recently adopted Periodic Update *Normandy Park 2044* includes a new policy in the Economic Development (StART) and Land Use Elements (SAMP) addressing the relationship between the growth of SEA and Normandy Park.

COUNCIL OPTIONS:

1. Direct the City Manager to enter into a renewed SAMP ILA.
2. Take no action.

RECOMMENDED MOTION:

“I move to direct City Manager Arrington to enter into a renewed SAMP ILA.”

**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~~ 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; 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 the completion of the SAMP environmental review process, anticipated to be completed by December 31, 2027. 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 ____ day of November 2024.

CITY OF BURIEN

CITY OF DES MOINES

Adolfo Bailon, City Manager

Katherine Caffrey, City Manager

APPROVED AS TO FORM

APPROVED AS TO FORM

Garmon Newsom II, City Attorney

Matt Hutchins, Interim City Attorney

CITY OF NORMANDY PARK

Amy Arrington, City Manager

APPROVED AS TO FORM

Kari Sand, City Attorney

CITY OF SEATAC

Kyle Moore, Interim City Manager

APPROVED AS TO FORM

Mary Mirante Bartolo, City Attorney



Normandy Park City Council Meeting

Meeting Date: December 10, 2024

Agenda Category: Consent

Agenda Bill #: 1163

SUBJECT: Solid Waste Management Contract Approval with Bin There Consulting.

ATTACHMENT(S):

1. 1163-01 Contract 5694

PRESENTED BY: Ken Courter, Public Works Director

RECOMMENDED BY: Ken Courter, Public Works Director

REVIEWED BY: City Manager, Finance, and City Attorney

STAFF EXPLANATION:

The City has contracted with Bin There Consulting for solid waste contract management for the past 2 years. With limited staff resources, many details of the City's Franchise agreement with Waste Management historically have not been consistently monitored. Staff is requesting additional resources to assist with Waste Management contract compliance in the form of consultant services.

POLICY CONSIDERATIONS:

The City has a policy of providing excellent service to the residents of Normandy Park. Solid waste management is an essential aspect of a healthy and thriving community. Ensuring our service providers are performing at the agreed-upon level of service within our franchise agreement should be a priority for the City.

FISCAL IMPACT:

If approved, this consulting contract will be funded from the General Fund. The City currently imposes a 6% Franchise fee on Solid Waste that generates approximately \$90,000 annually for the General Fund. Additionally, the City has imposed approximately \$50,000 in performance fees over the last 18 months. Staff recommends a two-year contract at \$15,000 annually, not exceeding \$30,000.

COUNCIL OPTIONS:

1. Approve the contract with Bin There Consulting as presented.
2. Approve the contract with Bin There Consulting with specified changes.
3. Refer to staff for further review.

4. Take no action.

RECOMMENDED MOTION:

"I move to authorize City Manager Arrington to sign the contract with Bin There Consulting as presented."



Normandy Park
Est. 1953

Professional Service Agreement
Contract Title: Bin There Consulting
Contract #: 5694

This agreement “AGREEMENT” made and entered into on this 10th day of December, 2024, by and between the **City of Normandy Park**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the “CITY”, and Bin There Consulting of 10509 32nd St E, Edgewood WA 98372, (206) 713-1411, hereinafter referred to as the “CONSULTANT”.

Consultant Business: Bin There Consulting
 Consultant Address: 10509 32nd ST E, Edgewood WA 98372
 Consultant Phone: 206-713-1411
 Consultant Fax: -
 Contact Name: Jeanette Jurgensen
 Consultant E-mail: Jeanette@BinThereConsulting.com
 Federal Employee ID No.: 87-3540159
 Authorized City Representative for this contract: Ken Courter

WHEREAS, CONSULTANT represents and warrants that it is available, experienced and qualified with specific expertise to provide solid waste contract management services, and

WHEREAS, the CITY desires to engage the CONSULTANT to provide solid waste contract management and review;

NOW, THEREFORE, the CITY and CONSULTANT mutually agree as follows:

1. Retention of CONSULTANT. The CITY retains the CONSULTANT to provide the services in “Exhibit A – Scope of Work” (the “WORK”). Any inconsistency between this Agreement and the WORK shall be resolved in favor of this AGREEMENT. The CONSULTANT shall perform the WORK according to the terms and conditions of this AGREEMENT.

The CITY may revise the WORK and the compensation only by a written Change Order signed by the authorized CITY representative that shall become a part of this AGREEMENT.

The project manager(s) of the WORK shall be Jeanette Jurgensen, Business Owner. The project manager(s) shall not be replaced without the prior written consent of the CITY.

Work shall commence January 1, 2025 and shall be completed no later than December 31, 2026, unless the completion date is extended in writing by the CITY.

2. Compensation.

A. The total compensation to be paid to CONSULTANT, including all services and expenses, shall not exceed the amounts shown on Exhibit B and C, which shall be full compensation for the WORK.

- B. The CONSULTANT shall be paid in such amounts and in such manner as described in Exhibit B.
- C. CONSULTANT shall be reimbursed for Eligible Expenses actually incurred. "ELIGIBLE EXPENSES" means those types and amounts of expenses listed in Exhibit A or those expenses that are approved for reimbursement by the CITY in writing before the expense is incurred.

3. Term of Contract.

- A. The term of this contract shall be 2 years through December 31, 2026.
- B. At the end of each 2 year period, this contract may be renewed for another 2 year period by executing an addendum. Such renewal shall require approval by the CITY Council.

4. Request for Payment.

- A. Not more than once every thirty (30) days the CONSULTANT shall file its request for payment, accompanied by evidence satisfactory to the CITY justifying the request for payment, including a report of WORK accomplished and tasks completed, and an itemization of ELIGIBLE EXPENSES with copies of receipts and invoices.
- B. All requests for payment should be sent to:

City of Normandy Park
Attn: Accounts Payable
801 SW 174th Street
Normandy Park, WA 98166

5. WORK Product. The CONSULTANT shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the CITY, the information is found to be unacceptable, CONSULTANT, at its expense, shall expeditiously correct such unacceptable WORK. If CONSULTANT fails to correct unacceptable work, the CITY may withhold from any payment due an amount that the CITY reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and tangible property created in furtherance of the WORK, and any intellectual property in such documents, are property of the CITY and may be used by the CITY for any purpose; provided that re-use without CONSULTANT's permission shall be at the CITY's sole risk.

6. Termination of Contract. CITY may terminate this AGREEMENT at any time, with or without cause, by giving written notice ("NOTICE") to the CONSULTANT of such termination and specifying the effective date ("TERMINATION DATE"). The NOTICE shall be sent to the address set forth above by any method reasonably believed to provide CONSULTANT actual notice in a timely manner. The CONSULTANT shall notify the CITY of any change in address. Upon receipt of the NOTICE, the CONSULTANT shall acknowledge receipt to the CITY in writing and immediately commence to end the WORK in a reasonable and orderly manner. If the agreement is terminated by the CITY as provided herein and not for CONSULTANT's material breach, the CONSULTANT shall be paid or reimbursed for WORK satisfactorily accomplished and completed and ELIGIBLE EXPENSES incurred up to the TERMINATION DATE, less all payments previously made; provided that work performed after date of the NOTICE is reasonably necessary to terminate the WORK in an orderly manner.

Notwithstanding the above, the CONSULTANT shall not be relieved of its duty under paragraph 8 or liability to the CITY for damages sustained by the CITY, its officers, employees and agents by virtue of any breach of this AGREEMENT by the CONSULTANT for the purpose of set off until such time as the exact amount of damages due the CITY for the CONSULTANT is determined.

7. Assignment of CONTRACT– Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the WORK without prior written consent of the CITY.

8. Indemnification/Hold Harmless. CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONSULTANT in performance of this AGREEMENT, except for injuries and damages caused by the sole negligence of the CITY.

Should a court of competent jurisdiction determine that this AGREEMENT is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this AGREEMENT.

9. Insurance

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

No Limitation

CONSULTANT's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

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

C. Other Insurance Provision

The CONSULTANT's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respects the CITY. Any Insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANTS's insurance and shall not contribute with it.

D. Acceptability of Insurers

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

E. Verification of Coverage

CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

F. Notice of Cancellation

The CONSULTANT shall provide the CITY with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance

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

10. Independent Contractor. The CONSULTANT shall at all times be an independent contractor and not an employee of the CITY and shall not be entitled to compensation or benefits of any kind except as specifically provided herein. The CONSULTANT shall be subject to the CITY's control and direction as to results to the accomplished, but not as the details and means by which the results are accomplished. The CONSULTANT shall be responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by the CONSULTANT shall not acquire any rights or status regarding the CITY.

11. Employment. The CONSULTANT warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right either to terminate this AGREEMENT without liability or to deduct from the AGREEMENT price or consideration or to otherwise recover, the full amount of such consideration.

12. Audits and Inspections. The CONSULTANT shall make available to the City during normal business hours and as the CITY deems necessary for audit and copying all of the CONSULTANT's records and documents with respect to matters covered by this AGREEMENT.

13. City of Normandy Park Business License. The CONSULTANT shall obtain a CITY of Normandy Park business license before performing any WORK.

14. Compliance with Federal, State and Local Laws. The CONSULTANT shall comply with and obey all Federal, State and Local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the WORK.

A. Title VI of the Civil rights Act of 1964 and the Civil Rights Restoration Action of 1987.

The CONSULTANT assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil rights Act of 1964, and the Civil Rights Restoration Action of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [8.557] March 22, 1988.) In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 Code of Federal Regulation 21.

The CONSULTANT Scope of WORK shall note any Minority and Women's Business Participation in this AGREEMENT and on all invoices.

B. Nondiscrimination.

In the performance of this AGREEMENT, the CONSULTANT will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age, sexual orientation, religion, veteran's status, or the presence of any sensory, mental or physical handicap or any other basis prohibited by applicable Federal, State, or local law; provided that the prohibition against discrimination in employment is because of the particular work involved. The CONSULTANT shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and such action with

respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

The CONSULTANT will not discriminate against any recipient of any services, or benefits provided for in this AGREEMENT on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

If any assignment and/or subcontracting has been authorized by CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONSULTANT shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

15. Waiver. Any waiver by the CONSULTANT or the CITY of the breach of any provision of this AGREEMENT by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

16. Complete AGREEMENT. This AGREEMENT contains the complete and integrated understanding and AGREEMENT between the parties and supersedes any understanding, AGREEMENT or negotiation whether oral or written not set forth herein.

17. Modification of AGREEMENT. This AGREEMENT may be modified by a Change Order as provided in paragraph 1, or by a written addendum that is signed by authorized representatives of the CITY and the CONSULTANT.

18. Severability. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the AGREEMENT shall remain in full force and effect.

19. Notices.

A. Notices to the City of Normandy Park shall be sent to the following address:

City of Normandy Park
Attn: Ken Courter
801 SW 174th Street
Normandy Park, WA 98166

B. Notices to the Consultant shall be sent to the following address:

Bin There Consulting
10509 32nd ST E
Edgewood, WA 98372

20. Venue. This AGREEMENT shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this AGREEMENT as of the date first above written.

<p>CITY OF NORMANDY PARK, WASHINGTON</p> <p>By: _____ Amy Arrington, City Manager</p> <p>Date: _____</p>	<p><i>Corporation</i></p> <p>By: _____ Jeanette Jurgensen, Owner</p> <p>Date: _____</p>
<p>ATTEST:</p> <p>By: _____ Erin Smith, City Clerk</p> <p>Date: _____</p>	
<p>APPROVED AS TO FORM:</p> <p>By: _____ Heidi Greenwood , City Attorney</p> <p>Date: _____</p>	

SOLID WASTE COLLECTION CONTRACT REVIEW & MANAGEMENT PROPOSAL



10509 32nd St E, Edgewood, WA 98372 ▪ 206-713-1411 ▪ Jeanette@BinThereConsulting.com

November 6, 2024

Ken Courter
Public Works Director
City of Normandy Park
kcourter@normandyparkwa.gov

Dear Mr. Courter,

Thank you for the opportunity to continue to provide consultant services related to the on-going management of your Comprehensive Garbage, Recyclables, and Compostables Collection Services Contract with Waste Management.

It has been a pleasure to assist the City with resolving on-going hauler issues and bringing the contract into compliance. We have made considerable progress over the last year and a half, and look forward to continuing this work to ensure the City, Council, and community feel satisfied with the current implementation of the solid waste collection contract.

Attached is the scope of work for on-going contract management as well as on-call technical assistance with 2025 pricing. The on-going contract management has three levels of assistance outlined with the approximate hours associated with each. I am happy to provide service at the level preferred by the City.

Please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink that reads "Jeanette Jurgensen". The signature is written in a cursive style.

Jeanette Jurgensen
Owner

2025 SOLID WASTE COLLECTION CONTRACT MANAGEMENT & TECHNICAL ASSISTANCE SCOPE

PROJECT NAME: Solid Waste Collection Contract Management and Technical Assistance

TASKS: The consultant shall provide the City with on-going solid waste collection contract management to ensure regular monitoring and contract compliance. There are multiple levels of contract management available to best fit the City’s needs.

CONTRACT MANAGEMENT TASKS	PREMIUM	STANDARD	BASIC
Review reports, customer complaints, and contract performance metrics. Work with hauler to resolve issues.	x	x	x
Regularly meet with solid waste hauler to discuss outstanding, current, and upcoming matters related to the collection contract.	x	x	x
Review and approve annual rate increases and annual comprehensive service mailers to each sector.	x	x	x
Research and answer contract-related questions for staff.	x	x	x
Draft Council documents (staff reports, agenda bills, presentations) related to solid waste.	x	x	
Issue performance fees to hauler as needed to ensure compliance with contract violations.	x	x	
Mediate any unresolved issues between hauler and customers to ensure satisfaction.	x	x	
Assist with inclement weather planning including coordinating drop-off sites, plow schedule, and recovery.	x	x	
Co-develop, review, and approve annual solid waste education and outreach plan with solid waste hauler. Review and approve all printed material and communications developed by the solid waste hauler. Coordinate messaging with City’s Communications Department.	x		
Coordinate with solid waste hauler for service disruption communications related to weather, labor strikes, disaster/emergencies, or other issues. Provide Public Works and Communications staff with morning and evening summary during service disruptions.	x		
Review customer solid waste invoices to ensure correct rates, fees, and taxes are charged.	x		
Assist City in evaluating municipal garbage, recycling, and compostable collection under the contract.	x		
Attend Council meetings and present on solid waste issues.	x		
Monthly Cost & Estimated Hours	\$3,000 ~21 Hrs	\$2,000 ~14 Hrs	\$1,000 ~7 Hrs

On-call technical assistance related to the solid waste collection contract beyond the selected contract management level is available upon request at an hourly rate plus any expenses. This may include tasks such as solid waste planning, code changes, contract amendments, in-depth collection contract review, and in-person container/truck/equipment checks.

EXCLUDED TASKS: This scope is focused solely on the management of the solid waste collection contract. Non solid waste-related work, direct education/outreach, and legislative work are not included in this scope.

DELIVERABLES: The consultant shall provide the applicable deliverables at the on-going contract management level selected above. The consultant shall provide technical assistance reports, memos, or updates as requested by City staff for any on-call technical assistance support.

PROGRESS REPORTS: The consultant shall provide minimum monthly updates, or more frequently upon request by City staff. Progress reports may be provided in regularly scheduled meetings, emails, and/or in another method as requested by City staff.

TIMELINE: This annual contract is for services through December 31, 2025.

WORK LOCATION: All meetings and services shall be performed remotely. The consultant shall attend in-person Council meetings if requested by the City.

COMPENSATION: The consultant's compensation for on-going contract management shall be billed at a flat rate per month for all tasks listed above at the service level selected by the City. This is the consultant's sole compensation, including travel and all other expenses. The consultant shall bill the City quarterly.

The consultant's compensation for on-call technical support shall be billed at an hourly rate of \$171.22 per hour, either quarterly or at the end of a specific task. Pre-approved mileage expenses shall be billed at the standard federal rate. Any direct expenses shall be pre-approved.



Jeanette Jurgensen is the owner of Bin There Consulting and Epicenter Services. She has 14 years of solid waste and recycling experience in a government setting and 2 years as an independent solid waste consultant for governments. She specializes in solid waste collection contract procurements, negotiations, management, and compliance. She does not work for private companies to ensure that she best represents local governments and ratepayers and eliminates any conflicts of interest.

PROFESSIONAL EXPERIENCE

Owner Bin There Consulting 2021 - Present

- ◆ Provide on-going management of solid waste collection contracts to ensure hauler compliance. Regularly meet with hauler, monitor reports, ensure resolution to customer complaints, review rate increases and educational materials, coordinate communications between hauler and city, and provide regular updates to staff and elected officials.
- ◆ Provide solid waste and recycling grant management including developing scopes, applying for grants, Council approval, budget monitoring, and reporting.
- ◆ Brainstorm with government agencies to create custom solutions to overall recycling strategies, outreach and education, recycling events, or other grant-funded projects.

Owner Epicenter Services 2023 - Present
Solid Waste Collection Contract Consultant Epicenter Services 2021 - 2023

- ◆ Work with cities on each step of the solid waste collection contract negotiations and competitive procurements process. Customize document set to meet city’s objectives, technical assistance during proposal evaluation and scoring, rate analysis, contract finalization, and council documents.
- ◆ Work with local cities and haulers to negotiate rate adjustment mechanisms and contract amendments to implement the King County rate restructure with the Fixed Annual Charge.
- ◆ Review solid waste collection contracts and provide suggestions for negotiation with current hauler to meet city and/or county goals.

Solid Waste & Recycling Project Manager City of Federal Way 2007 - 2021

- ◆ Developed and implemented educational programs a variety of sustainable topics for 100,000 residents and 2,500 businesses in one of the most diverse areas in Washington State.
- ◆ Utilized creative approaches to increase multi-family recycling participation, rate, and tonnage. Increased number of participating complexes from <60% to 100% and nearly tripled the recycling rate from 5% to 14%.
- ◆ Created and implemented residential recycling contest resulting in increased recycling knowledge by 78% and behavior change by 72%, reported by three years of participants.
- ◆ Coordinated semi-annual recycling events where 1,000 residents drop off 75 tons of material to be reused or recycled per event.

CERTIFICATIONS

Women's Business Enterprise

Washington State OMWBE

2022

PROFESSIONAL ASSOCIATIONS, BOARDS & COMMITTEES

Washington State Recycling Association

2007 - Present

South King Tool Library Board

2015 - 2023

City of Edgewood Economic Development Advisory Board

2013 -16

EDUCATION

Bachelor of Science – Chemistry

Western Washington University

2003

Bachelor of Arts – Economics

Western Washington University

2003

AWARDS

Government Agency Recycler of the Year

Washington State Recycling Association

2016

Public Works Award of Excellence

City of Federal Way

2013

Individual Recycler of the Year

Washington State Recycling Association

2012

Executive Director's Award

Washington State Recycling Association

2010

Exhibit B – Compensation

The City shall pay the Consultant a fixed sum of one thousand dollars (\$1,000.00) per month. Additional requested hours over 8 per month will be billed at one hundred seventy-one dollars and twenty two cents (\$171.22) per hour. Total annual billing shall not exceed fifteen thousand dollars (\$15,000.00).

Exhibit C – Reimbursable Expenses

No reimbursable expenses are authorized.



Normandy Park City Council Meeting

Meeting Date: December 10, 2024

Agenda Category: Consent

Agenda Bill #: 1167

SUBJECT: Approval of the Transportation Improvement Board (TIB) Grant for the overlay of a portion of Marine View Drive.

ATTACHMENT(S):

1. 1167-01 Award Notification and
2. 1167-02 Grant Agreement

PRESENTED BY: Ken Courter, Public Works Director

RECOMMENDED BY: Ken Courter, Public Works Director

REVIEWED BY: City Manager, Finance, and City Attorney

STAFF EXPLANATION:

The City has applied for and been awarded a grant from TIB to overlay Marine View Drive between SW 197th St and Edgecliff Drive SW. This project will also include the construction of 4 ADA ramps, minor Stormwater improvements, and reconstruction of approximately 200 LF of sidewalk.

POLICY CONSIDERATIONS:

This project is part of our Transportation Improvement Plan, complies with federal ADA requirements, and will ensure our road, pedestrian, and storm systems remain operational.

FISCAL IMPACT:

Project costs are estimated at \$360,000. The TIB grant will fund 85% of the project, with the remaining 15% being funded through REET (320) and Storm (402).

COUNCIL OPTIONS:

1. Approve the contract with TIB as presented.
2. Approve the contract with TIB with specified changes.
3. Refer to staff for further review.
4. Take no action.

RECOMMENDED MOTION:

"I move to authorize City Manager Arrington to approve the contract with TIB as presented."



Washington State Transportation Improvement Board

TIB Members

Chair
Councilmember Sam Low
Snohomish County

Vice Chair
Mayor Hilda González
City of Granger

Susan Carter
Hopelink

Kent Cash
Port of Vancouver

Barbara Chamberlain
WSDOT

Dongho Chang
WSDOT

Scott Chesney
Spokane County

Vicky Clarke
Cascade Bicycle Club & Washington
Bikes

Nick Covey
Link Transit

Andrew Denham
Town of Twisp

Stephanie Forman
Forman Consulting

Preston Frederickson
City of Walla Walla

Commissioner Al French
Spokane County

Commissioner Scott Hutsell
Lincoln County

Councilmember Jon Pascal
City of Kirkland

Les Reardanz
Whatcom Transportation Authority

Mayor Kim Roscoe
City of Fife

Maria Thomas
Office of Financial Management

John Vicente
City of Kenmore

Jennifer Walker
Thurston County

Jane Wall
County Road Administration Board

November 22, 2024

Amy Arrington
City Manager
City of Normandy Park
801 SW 174th Street
Normandy Park, WA 98166

Dear Amy Arrington:

Congratulations! The Transportation Improvement Board (TIB) is pleased to announce the selection of your project, Marine View Drive Overlay, SW 197th St to Edgecliff Dr SW, TIB project number 3-P-112(009)-1.

TIB is awarding 84.9889% of approved eligible project costs with a maximum grant of \$358,700.

Before any work is permitted on this project, you must complete and email the following items to your TIB engineer:

- Verify the information on the attached Project Funding Status Form and revise, if necessary. Sign and email a copy.
- Sign and email one copy of the Fuel Tax Grant Distribution Agreement.

You may only incur reimbursable expenses after you receive approval from TIB. **This project must advertise for bids no later than May 1 and construction activities shall start no later than July 1 of the year of scheduled construction, unless TIB provides an extension in writing.**

In accordance with RCW 47.26.084, you must certify full funding by November 22, 2025, or the grant may be terminated. Grants may also be rescinded due to unreasonable project delays as described in WAC 479-05-211.

If you have questions, please contact Greg Armstrong, TIB Project Engineer, at GregA@TIB.wa.gov.

Sincerely,

Ashley Probart
Executive Director

Enclosures

Ashley Probart
Executive Director

P.O. Box 40901
Olympia, WA 98504-0901
Phone: 360-586-1140
www.tib.wa.gov

City of Normandy Park
3-P-112(009)-1
Marine View Drive Overlay
SW 197th St to Edgecliff Dr SW

STATE OF WASHINGTON
TRANSPORTATION IMPROVEMENT BOARD
AND
City of Normandy Park
AGREEMENT

THIS GRANT AGREEMENT (hereinafter "Agreement") for the Marine View Drive Overlay, SW 197th St to Edgecliff Dr SW (hereinafter "Project") is entered into by the WASHINGTON STATE TRANSPORTATION IMPROVEMENT BOARD (hereinafter "TIB") and City of Normandy Park, a political subdivision of the State of Washington (hereinafter "RECIPIENT").

1.0 PURPOSE

For the project specified above, TIB shall pay 84.9889 percent of approved eligible project costs up to the amount of \$358,700, pursuant to terms contained in the RECIPIENT'S Grant Application, supporting documentation, chapter 47.26 RCW and/or chapter 47.04 RCW, title 479 WAC, and the terms and conditions listed below.

2.0 SCOPE AND BUDGET

The Project Scope and Budget are initially described in RECIPIENT'S Grant Application and incorporated by reference into this Agreement. Scope and Budget will be further developed and refined, but not substantially altered during the Design, Bid Authorization and Construction Phases. Any material alterations to the original Project Scope or Budget as initially described in the Grant Application must be authorized by TIB in advance by written amendment.

3.0 PROJECT DOCUMENTATION

TIB requires RECIPIENT to make reasonable progress and submit timely Project documentation as applicable throughout the Project. Upon RECIPIENT'S submission of each Project document to TIB, the terms contained in the document will be incorporated by reference into the Agreement. Required documents include, but are not limited to the following:

- a) Project Funding Status Form
- b) Bid Authorization Form with plans and engineers estimate
- c) Award Updated Cost Estimate
- d) Bid Tabulations
- e) Contract Completion Updated Cost Estimate with final summary of quantities
- f) Project Accounting History

4.0 BILLING AND PAYMENT

The local agency shall submit progress billings as project costs are incurred to enable TIB to maintain accurate budgeting and fund management. Payment requests may be submitted as

often as the RECIPIENT deems necessary, but shall be submitted at least quarterly if billable amounts are greater than \$50,000. If progress billings are not submitted, large payments may be delayed or scheduled in a payment plan.

5.0 TERM OF AGREEMENT

This Agreement shall be effective upon execution by TIB and shall continue through closeout of the grant or until terminated as provided herein, but shall not exceed 10 years unless amended by the Parties.

6.0 AMENDMENTS

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

7.0 ASSIGNMENT

The RECIPIENT shall not assign or transfer its rights, benefits, or obligations under this Agreement without the prior written consent of TIB. The RECIPIENT is deemed to consent to assignment of this Agreement by TIB to a successor entity. Such consent shall not constitute a waiver of the RECIPIENT's other rights under this Agreement.

8.0 GOVERNANCE & VENUE

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

9.0 DEFAULT AND TERMINATION

9.1 NON-COMPLIANCE

- a) In the event TIB determines, in its sole discretion, the RECIPIENT has failed to comply with the terms and conditions of this Agreement, TIB shall notify the RECIPIENT, in writing, of the non-compliance.
- b) In response to the notice, RECIPIENT shall provide a written response within 10 business days of receipt of TIB's notice of non-compliance, which should include either a detailed plan to correct the non-compliance, a request to amend the Project, or a denial accompanied by supporting details.
- c) TIB will provide 30 days for RECIPIENT to make reasonable progress toward compliance pursuant to its plan to correct or implement its amendment to the Project.
- d) Should RECIPIENT dispute non-compliance, TIB will investigate the dispute and may withhold further payments or prohibit the RECIPIENT from incurring additional reimbursable costs during the investigation.

9.2 DEFAULT

RECIPIENT may be considered in default if TIB determines, in its sole discretion, that:

- a) RECIPIENT is not making reasonable progress toward correction and compliance.
- b) TIB denies the RECIPIENT's request to amend the Project.
- c) After investigation TIB confirms RECIPIENT'S non-compliance.

TIB reserves the right to order RECIPIENT to immediately stop work on the Project and TIB may stop Project payments until the requested corrections have been made or the Agreement has been terminated.

9.3 TERMINATION

- a) In the event of default by the RECIPIENT as determined pursuant to Section 9.2, TIB shall serve RECIPIENT with a written notice of termination of this Agreement, which shall be served in person, by email or by certified letter. Upon service of notice of termination, the RECIPIENT shall immediately stop work and/or take such action as may be directed by TIB.
- b) In the event of default and/or termination by either PARTY, the RECIPIENT may be liable for damages as authorized by law including, but not limited to, repayment of grant funds.
- c) The rights and remedies of TIB provided in the AGREEMENT are not exclusive and are in addition to any other rights and remedies provided by law.

9.4 TERMINATION FOR NECESSITY

TIB may, with ten (10) days written notice, terminate this Agreement, in whole or in part, because funds are no longer available for the purpose of meeting TIB's obligations. If this Agreement is so terminated, TIB shall be liable only for payment required under this Agreement for performance rendered or costs incurred prior to the effective date of termination.

10.0 USE OF TIB GRANT FUNDS

TIB grant funds come from Motor Vehicle Fuel Tax revenue and other revenue sources. Any use of these funds for anything other than highway or roadway system improvements is prohibited and shall subject the RECIPIENT to the terms, conditions and remedies set forth in Section 9. If Right of Way is purchased using TIB funds, and some or all of the Right of Way is subsequently sold, proceeds from the sale must be deposited into the RECIPIENT's motor vehicle fund and used for a motor vehicle purpose.

11.0 INCREASE OR DECREASE IN TIB GRANT FUNDS

At Bid Award and Contract Completion, RECIPIENT may request an increase in the maximum payable TIB funds for the specific project. Requests must be made in writing and will be considered by TIB and awarded at the sole discretion of TIB. All increase requests must be made pursuant to WAC 479-05-202 and/or WAC 479-01-060 and/or WAC 479-10-575. If an increase is denied, the recipient shall be liable for all costs incurred in excess of the maximum amount payable by TIB. In the event that final costs related to the specific project are less than the initial grant award, TIB funds will be decreased and/or refunded to TIB in a manner that maintains the intended ratio between TIB funds and total project costs, as described in Section 1.0 of this Agreement.

12.0 INDEPENDENT CAPACITY

The RECIPIENT shall be deemed an independent contractor for all purposes and the employees of the RECIPIENT or any of its contractors, subcontractors, and employees thereof shall not in any manner be deemed employees of TIB.

13.0 INDEMNIFICATION AND HOLD HARMLESS

The PARTIES agree to the following:

Each of the PARTIES, shall protect, defend, indemnify, and save harmless the other PARTY, its officers, officials, employees, and agents, while acting within the scope of their employment as such, from any and all costs, claims, judgment, and/or awards of damages, arising out of, or in any way resulting from, that PARTY's own negligent acts or omissions which may arise in connection with its performance under this Agreement. No PARTY will be required to indemnify, defend, or save harmless the other PARTY if the claim, suit, or action for injuries, death, or damages is caused by the sole negligence of the other PARTY. Where such claims, suits, or actions result from the concurrent negligence of the PARTIES, the indemnity provisions provided herein shall be valid and enforceable only to the extent of a PARTY's own negligence. Each of the PARTIES agrees that its obligations under this subparagraph extend to any claim, demand and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each of the PARTIES, by mutual negotiation, hereby waives, with respect to the other PARTY only, any immunity that would otherwise be available to it against such claims under the Industrial Insurance provision of Title 51 RCW. In any action to enforce the provisions of the Section, the prevailing PARTY shall be entitled to recover its reasonable attorney's fees and costs incurred from the other PARTY. The obligations of this Section shall survive termination of this Agreement.

14.0 DISPUTE RESOLUTION

- a) The PARTIES shall make good faith efforts to quickly and collaboratively resolve any dispute arising under or in connection with this AGREEMENT. The dispute resolution process outlined in this Section applies to disputes arising under or in connection with the terms of this AGREEMENT.
- b) Informal Resolution. The PARTIES shall use their best efforts to resolve disputes promptly and at the lowest organizational level.
- c) In the event that the PARTIES are unable to resolve the dispute, the PARTIES shall submit the matter to non-binding mediation facilitated by a mutually agreed upon mediator. The PARTIES shall share equally in the cost of the mediator.
- d) Each PARTY agrees to compromise to the fullest extent possible in resolving the dispute in order to avoid delays or additional incurred cost to the Project.
- e) The PARTIES agree that they shall have no right to seek relief in a court of law until and unless the Dispute Resolution process has been exhausted.

15.0 ENTIRE AGREEMENT

This Agreement, together with the RECIPIENT'S Grant Application, the provisions of chapter 47.26 Revised Code of Washington and/or 47.04 Revised Code of Washington, the provisions of title 479 Washington Administrative Code, and TIB Policies, constitutes the entire agreement between the PARTIES and supersedes all previous written or oral agreements between the PARTIES.

16.0 RECORDS MAINTENANCE

The RECIPIENT shall maintain books, records, documents, data and other evidence relating to this Agreement and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. RECIPIENT shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Agreement shall be subject at all reasonable times to inspection, review or audit by TIB personnel duly authorized by TIB, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

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

Approved as to Form
Attorney General

By:

Signature on file

Guy Bowman
Assistant Attorney General

Lead Agency

Transportation Improvement Board

Chief Executive Officer Date

Executive Director Date

Print Name

Print Name

I. CALL TO ORDER & FLAG SALUTE

Councilmember Bishoff called the meeting to order at 7:04 p.m. followed by the Pledge of Allegiance.

II. ROLL CALL

Present: Councilmember Eric Zimmerman, Councilmember Mike Bishoff, Councilmember Jack Lamanna, Councilmember Sheri Healey
Absent: Mayor Sue-Ann Hohimer, Deputy Mayor Susan West, and Councilmember Shawn McEvoy

Staff: City Manager Amy Arrington, Police Chief Dan Yourkoski, Parks and Recreation Manager Aimee Lloyd, Finance Consultant Diane Marcotte, Finance Director Kari Kurtz, Community Development Director Nicholas Matz, Public Works Director Ken Courter, and City Clerk Erin Smith.

III. REVIEW THE AGENDA ITEMS FOR THE UPCOMING REGULAR MEETING ON November 14, 2023 (no action will be taken)

- a. City Manager Amy Arrington informed that Diane Brissenden will do a Normandy Park Preschool Presentation. This presentation will provide an update on the Preschool Program and will be provided at the council meeting on November 14th. The council will also discuss Preschool fees in December.
- b. Community Development Director Nicholas Matz discussed the contract renewal with G&O. Nicholas informed that the renewal of the G&O contract is to capture 2024 billable rates and if there are any personnel changes. Council requested that any differences in rates are discussed at the regular city council meeting.
- c. City Manager Amy Arrington discussed the upcoming newspaper bid. Amy informed that every year, the council needs to designate the paper used for public notices. She informed that the bidding process will be opening soon for the newspaper bid. City Clerk Erin will present the options for approval to officially designate the chosen newspaper.
- d. Councilmember Mike Bishoff informed that the city council will reappoint Raymond Street to the Arts Commission.
- e. City Manager Amy Arrington provided an update on the Preschool fee for the 2024/2025 school year. Discussion ensued around a proposed 2% increase which would still result in \$3,000 over the expense rate, which could fund improvements like those suggested by the Parents Association. Normandy Park residents receive a slight registration preference but only for a short window. The discussion involved who qualifies as a Normandy Park resident and concerns over subsidization for non-resident attendees. Enrollment by Normandy Park residents has seen a slight increase, although overall participation appears lower. Costs are mainly increasing due to personnel expenses, with concerns about whether current tuition covers all

costs. The program operates at about 88% enrollment currently, but the three-year-old class is struggling with lower numbers. There was an ongoing conversation about whether to subsidize the program and its value as a city service. The overall sentiment was that the current service should continue, and the tuition is considered relatively low compared to other options.

- f. Finance Consultant Diane Marcotte informed that the property tax levy and revenue source Resolution #1004 will need to be approved by the council for the fiscal year 2024, projected to increase revenue by about \$153,000 due to a 104% levy lid lift. A public hearing on property taxes and revenue is required. The resolution must be approved by November 30, with an anticipated presentation on November 14th. If significant changes occur, a new resolution may be needed.
- g. Finance Consultant Diane Marcotte announced that the Biennial Budget Amendment Ordinance #1060 for 2023 and 2024 will be discussed at the upcoming council meeting. One significant change involves reappropriating funds for the police department, which was unable to order vehicles this year due to availability issues. These funds will be moved into 2024 to facilitate spending. Additionally, various small adjustments to the general fund and capital funds will be presented to the council.
- h. City Manager Amy Arrington discussed the upcoming annual legislative agenda approval that will be discussed at the November meeting, aiming for approval by year-end. Amy highlighted Sound Cities Association's efforts to align with the city's priorities. Amy informed the current draft on page 39 resembles the previous version but omits a paragraph on public safety, which was removed after consultation with the Chief Dan Yourkoski. Councilmembers were encouraged to provide feedback or suggest additions while keeping the document concise, ideally one page.
- i. City Manager Amy Arrington informed about the Memorandum of Understanding (MoU) for a partnership with the Highline Heritage Museum and nearby organizations. The MoU allows resource allocation per guidelines and includes an advisory board. The city attorney expressed concerns, noting it resembled a formal contract. The Highline Heritage Museum group is open to revising the document before resubmission.
- j. City Manager Amy Arrington discussed the ongoing negotiations for the purchase of a town center property and emphasized the need for voter support. She mentioned that an ordinance is being prepared for the February 13th ballot, with readings scheduled for November 14th and December 12th. If approved, this ordinance will be submitted to King County's Election Office. The importance of clear ballot language was highlighted during the discussion. Council members noted the necessity of staff support, strategic planning for funding, and effective communication with the public as the city considers moving forward with the bond proposal. The focus of the conversation was on how to effectively communicate the benefits of a new city hall to alleviate tax fatigue among residents. Councilmembers stressed the positive impact that the project would have on quality of life and city services. They proposed that the

city conduct a mailed survey to gauge public support prior to placing a bond issue on the ballot. It was acknowledged that time is limited for bond approval. The council plans to further discuss the survey proposal at their next meeting.

- k. Community Development Director Nicholas Matz discussed the Ratification of Countywide Planning Policies amendments (KCC Ord 19660) Resolution #1005. Nicholas discussed the ratification of countywide planning policies focused on housing needs. Recent amendments from the Affordable Housing Committee aim to improve housing affordability and establish targets through 2044, along with an accountability framework that includes monitoring requirements. He informed the amendments shift from general housing targets to specific ones for affordable housing based on income groups, particularly those below 80% of the area median income. The Affordable Housing Committee will monitor subregional housing needs and recommend changes. The Countywide Planning Policies (CPPs) are a framework for growth management in King County, requiring ratification by a majority of city and county governments. Jurisdictions must take legislative action on ratification by November 30th, with a deadline of November 14th.
- l. Chief Dan Yourkoski informed that there is a fee change to the Sunnyside Jail contract that will be included in the upcoming city council agenda. The daily rates will increase from \$60 to \$63. This facility is utilized for long-term commitments.

IV. GOAL DISCUSSION ITEMS

- a. City Manager Amy Aarrington informed about changes made to the Quality Service Measurement Survey based on a previous meeting, highlighting that it has been revised to function more like a report card. They added an introductory paragraph and moved the overall quality of services section to the front while minimizing communication-related questions. The survey aims to fit into a two-page spread for City Scene, which will be released in early January 2024. It will be distributed electronically with a QR code for better resident engagement. Amy requested feedback on the changes and notes that there is still time for council input before finalizing the document. Council suggested removing communication questions for simplicity, noting that respondents may feel overwhelmed by surveys. The council proposed sending the survey at the beginning of the year to avoid the holiday rush and align it with announcements for better engagement.

V. STAFF ITEMS

- a. City Manager Amy Aarrington discussed revisiting study sessions, which were introduced as a new concept in March. The group acknowledges that they ran out of time previously and currently have few council members present. They agree that it may be beneficial to postpone a decision until more people can participate, emphasizing the importance of wider input. The conversation also touched on the opportunity for staff to advocate for an earlier start time. Ultimately, they decided

to keep the discussion of study sessions on the agenda and move it to another study session for further discussion.

VI. COUNCIL ITEMS

- a. Councilmember Eric Zimmerman discussed fireworks and noted a significant increase in firework usage during celebrations in Normandy Park over the past five years. Eric informed that a survey by The Cove found that 70% of respondents supported a fireworks ban, Eric suggested that the council should survey residents to gauge their opinions on fireworks. If a majority oppose their legality, the council may need to act; if opinions are split, they might maintain current regulations. Eric recommended that city staff develop a method to assess public sentiment on the issue. The council decided to discuss this topic further at a future city council meeting.
- b. City Manager Amy Arrington announced that more information about acquiring an electronic sign is ongoing and more information will be provided soon. Ken connected with a Washington vendor, but the price is estimated to be between \$50,000 and \$70,000. The preferred location is on First Avenue, south of the current sign. Council consensus is required to proceed, along with budget amendments for 2024. Clarity on the sign's messaging is important to avoid any disconnect between staff and the council. A design option from the vendor was also presented. Council expressed concerns about potential vandalism to a prominent sign and its associated costs for the city. They also question if this is the best solution to the problem or if more cost-effective alternatives exist.

VII. ADJOURN- Meeting adjourned at 8:58.

Sue-Ann, Mayor

Erin Smith, City Clerk

I. CALL TO ORDER & FLAG SALUTE

Mayor Sue-Ann Hohimer called the meeting to order at 7:03 pm followed by the Pledge of Allegiance.

II. ROLL CALL

Present: Mayor Sue-Ann Hohimer and Deputy Mayor Susan West, and Councilmember Shawn McEvoy, Councilmember Mike Bishoff, Councilmember Sheri Healey, Councilmember Jack Lamanna and Councilmember Eric Zimmerman.

Staff: City Manager Amy Arrington, Police Chief Dan Yourkoski (remote), Finance Kari Kurtz (remote), Community Development Director Nicholas Matz, Parks & Recreation Manager Aimee Lloyd, Public Works Director Ken Courter and City Clerk Erin Smith.

III. APPROVAL OF THE AGENDA

Motion by Deputy Mayor West to approve the agenda as presented, second by Councilmember McEvoy. The motion carried 7 – 0.

IV. WORKSHOP and COMMUNITY ENGAGEMENT DISCUSSION - PROPOSED CITY HALL PROJECT

- a. City Manager Amy Arrington and the council presented a review of the First Avenue Site to the residents of Normandy Park. During the meeting they reviewed a potential purchase of a building on First Avenue for the new City Hall and Police Department.
 - The city is considering purchasing a building on First Avenue for a new City Hall and Police Department.
 - The current offer for the building is \$8.3 million, with a counterproposal of \$8.7 million.
 - The city plans to honor Auntie’s Playhouse’s existing five-year lease while acquiring the building, which includes secure parking for police.
 - Architectural plans were developed based on community input.
 - Discussions with Normandy Park residents occurred regarding property purchase negotiations.
 - Emphasis on transparency and public engagement in the decision-making process.
 - The council highlighted past communication challenges and the need for clear decision criteria on budget and location.
 - Some council members cited deficiencies in the current City Hall as a reason for the new building.
 - Residents expressed concerns about high initial project costs and potential bond proposal.
 - A suggestion was made to consider city-owned properties for development.
 - Overall focus on community feedback to guide future actions and align with public expectations.
 - Discussion on a potential retail development project in Normandy Park.

City of Normandy Park City Council
Special Meeting - City Council Chambers
October 30, 2023

- Emphasis on community benefits, particularly for safety and police presence on First Avenue.
- Need for a cohesive plan detailing benefits and costs to gain public support for a bond.
- Importance of not affecting essential city services with project funding.
- Councilmembers expressed support and considered options for moving forward.
- Clarification needed on buyer's agency agreement and property market status.
- The council focused on gathering information and generating community excitement for the proposal.
- Residents raised concerns about increasing taxes and property values; residents worried that taxes are not likely to decrease.
- Residents stressed the need for effective communication from the city to the public.
- Importance of in-person conversations over mass mailers to build trust and transparency.
- Residents expressed feeling rushed to propose a bond measure for February.
- Need for careful planning regarding market conditions and property usage.
- Necessity of achieving 60% voter approval for the bond, referencing past voting trends.
- Residents requested the city engage with the community and ensure financial proposals have adequate support.
- Discussion about a potential bond for purchasing property on First Avenue.
- Emphasis on the importance of community input before decisions are made.
- Concerns about the proposed timeline, particularly the February deadline.
- Advocacy for more time to evaluate options.
- Need for a unified facility for police, administration, and recreation, based on community studies.
- Residents urged caution regarding investment in the current building and high property price.
- Encouragement for broader community participation in the decision-making process.
- Residents expressed the need to consider the community's demographics, noting that many residents are retirees with financial worries.
- A resident expressed frustration with the slow decision-making process regarding city hall options over the past decade.
- Another resident called for a practical solution that addresses the community's needs.
- They clarify that the current situation isn't a sudden opportunity but rather the result of ongoing discussions and circumstances.

b. Review of City Hall Park Site. Suggestions for potential uses for the building included:

- The council discussed repurposing the current city hall building, potentially relocating administrative offices and the police department.
- The goal was to create a community-oriented space that fosters a sense of community and safety.
- Concerns raised about rising crime rates and challenges facing retail on First Avenue.
- A resident suggested that the old city hall could be used as a community hub focusing on nature and security

City of Normandy Park City Council
Special Meeting - City Council Chambers
October 30, 2023

- Highlighted the importance of maintaining a vibrant atmosphere in Normandy Park.
 - Staff reported that the building's aging infrastructure and the high costs of retrofitting are concerning issues.
 - The discussion focuses on the future of the City Hall Park building and community concerns.
 - Residents were particularly interested in what will happen to the existing structure.
 - Suggestions include transforming the site into a recreational facility with open-air basketball and pickleball courts.
 - The necessity of a management office on-site is acknowledged, but there is a preference to avoid costly full-scale building projects.
 - Emphasis was on engaging the community and gathering ideas for the park's development.
 - The group considers the timing of discussions and proposes further meetings to delve into these topics.
 - Staff provided clarification about differences between the current building and past structures that were removed.
- c. Discussion on direction and how to proceed:
- Continued outreach to ensure residents feel informed and connected to local developments.
 - There was a push for professional help in negotiating a better price for the building.
 - Some councilmembers felt the approach was rushed and expressed the need for solid cost estimates before negotiations began.
 - Concerns were raised about understanding additional costs like renovations and permitting before moving forward.
 - Emphasis was placed on aligning decisions with residents' desires.
 - The process aimed to generate discussion on various options and establish a clearer set of figures for negotiations.
 - Discussing verification of estimates for construction, build-out, and furnishing costs.
 - The council suggested hiring a broker to negotiate a lower property purchase price (assessed value: \$6.5 million).
 - The council aimed to create a comprehensive cost package for voter presentation. Which would include information informing that the previous bond proposal was \$15 million for a \$25 million project: now considering \$7.5 million for a new police station and improvements.
 - Plan to utilize \$3.5 million from a building fund and \$2 million from a strategic fund to support costs.
 - Keep bond amount reasonable without affecting city services and gauge community viability.
 - Meeting scheduled for November 6th at 6:30 to discuss property future and possible February special election.
 - Proposal for the broker to operate exclusively on behalf of the city.

- A councilmember suggested structuring broker compensation, so it increases with lower sale prices.
- Original agreement stated the property owner would pay the broker a specific percentage.
- The new language aims to better align the interests of both the city and the broker.
- Importance of establishing clear price targets for effective negotiation.
- The council discussed property negotiation and broker commissions.
- The council was concerned about high commission rates (8.7%).

V. NEW BUSINESS

a. Approval of Buyers Agreement - Amy Arrington, City Manager

Requested Action: M/S to approve a Buyers Agreement to assist with purchase of property on First Avenue, discussion and vote.

The council did not vote on the New Business item and has directed City Manager Amy Arrington to present a revised buyer's agreement and plan at the next special council meeting on November 6th.

VI. ADJOURN

Motion by Councilmember McEvoy to adjourn the meeting, second by Deputy Mayor West.
Motion carried 7 – 0.

The meeting adjourned at 9:42 pm.

Sue-Ann Hohimer, Mayor

Erin Smith, City Clerk

I. CALL TO ORDER & FLAG SALUTE

Mayor Hohimer called the meeting to order at 7:03 PM followed by the Pledge of Allegiance.

II. ROLL CALL

Present: Mayor Sue-Ann Hohimer, Councilmember Mike Bishoff, Councilmember Shawn McEvoy, Councilmember Sheri Healey, and Councilmember Eric Zimmerman
Absent: Deputy Mayor Susan West and Councilmember Jack Lamanna

Motion by Councilmember McEvoy to excuse Deputy Mayor Susan West and Councilmember Jack Lamanna, second by Councilmember Healey. The motion carried 5 - 0.

Staff: City Manager Amy Arrington, City Attorney Heidi Greenwood, Police Chief Dan Yourkoski (remote), Parks and Recreation Manager Aimee Lloyd (remote), Public Works Director Ken Courter, City Clerk Erin Smith.

III. APPROVAL OF THE AGENDA

Motion by Councilmember Healey to approve the agenda as presented, second by Councilmember Zimmerman. The motion carried 5 – 0.

IV. PRESENTATIONS

- a. Senator Karen Keiser from the Washington State Senate presented on the Pre-session Legislation. Senator Keiser informed that the recent budget includes investments in housing (\$1 billion), public schools (\$2.9 billion), and behavioral health (\$1.2 billion) without any tax increases. Public safety remains a concern, especially with rising organized retail crime, prompting the establishment of a \$2.9 million task force. Efforts to enhance small business security are ongoing. A new gross misdemeanor approach for drug possession focuses on treatment rather than felony charges. The state is working to provide resources for local governments to improve safety and attract police officers amid a shortage, with increased regional training programs.
- b. Preschool Director Diane Brissenden presented the upcoming school year for the Preschool. She outlined the history and status of a preschool founded in 1991. Although the preschool experienced challenges, including relocation and a drop in enrollment due to Covid-19, it rebounded in 2022-2023 with increased enrollment. The parents association is now active again, led by President Kayla Rojas, and focuses on fundraising efforts like a Wreath fundraiser. Diane informed that the preschool emphasizes play as a vital component of learning, featuring various engaging learning centers for children.

V. PUBLIC COMMENT

One public comment was received. A retired Normandy Park resident raised concerns about rising property taxes, having paid \$14,750 in 2022, with her home's assessment increasing by \$100,000. Living on a fixed income, she worries about seniors being taxed out of their homes and the financial burden of escalating taxes despite enjoying her community.

VI. PUBLIC HEARING

Mayor Hohimer opened the public hearing at 7:58

Finance Consultant Diane Marcotte lead the public hearing for the 2024 property tax levy. Last year's levy was \$3,792,690, and a voter-approved lid lift increases the rate to 4%. The estimated revenue for 2024 is \$152,488, resulting in a projected levy of just over \$3.9 million. New construction is expected to contribute \$13,100 in property taxes, with total construction exceeding \$8 million and estimated refunds at \$10,000. Consequently, the total levy for 2024 will be approximately \$3,968,000.

One public comment was received from a Normandy Park resident.

Asking whether the funds are for hiring more police staff or just for maintaining current levels and supporting other public services.

Councilmembers addressed the question, and highlighted the reliance on property taxes for basic services while trying to avoid new taxes. They noted the city's budget is just a small part of residents' tax bills. The council informed they are seeking alternative revenue sources and recognize the financial struggles of residents while working to balance service levels with budget constraints.

Mayor Hohimer closed the public hearing at 8:11 PM.

Mayor Hohimer opened the public hearing for Ordinance No 1060 amending the 2023-2024 budget at 8:11 PM.

Finance Consultant Diane Marcotte discussed the budget amendment for 2023 and 2024. In 2023, sales tax revenue will increase by \$125,000, and interest income will help fund a \$60,000 Laserfiche project and \$52,000 for employee cash outs. Park-related activities will receive an additional \$44,000, with a transfer of \$68,000 to the equipment replacement fund.

For 2024, property tax is expected to rise by \$158,000, while sales tax and interest income will increase by \$100,000 and \$75,000, respectively. The parks department will receive \$129,000 in reimbursements, and insurance costs will rise by \$50,000 due to market challenges. A surplus of \$59,000 from the ARPA fund will support police-related activities, and a transfer of \$68,000 will be made to the Capital Equipment Fund for technology upgrades. An equipment replacement program is also proposed to secure necessary funding for tech improvements.

No public comments received.

Mayor Hohimer closed the public hearing at 8:23 PM.

VII. CONSENT ITEMS

- a. Gray & Osborne Development Review Nicholas Matz, Community Development Director
- b. Annual Newspaper Bid Resolution No. 1012 – Erin Smith, City Clerk
- c. Sunnyside Jail Contract – Dan Yourkoski, Police Chief
- d. Claims and Payroll Voucher Approvals - Claims Checks 62381 through 62427, Checks 62428 through 62456, Checks 62475 through 62515. Checks 62531 through 62561, Checks 62582 through 62606, Checks 62607 through 62633, in the amount of \$532,413.18 And Payroll Checks 62457 through 62474, Checks 62516 through 62530, Checks 62562 through 62581, In the amount of \$541,944.02
- e. Meeting Minutes dated March 28, 2023, and April 11, 2023

Motion by Councilmember Healey to approve the consent agenda as presented, second by Councilmember Zimmerman. The motion carried 5 - 0.

VIII. REPORT OF OFFICERS

Mayor's Report – Mayor Hohimer congratulated council members on their unopposed election and noted a successful resident meeting on public safety with over 100 attendees. The discussion included plans for 12 opportunity zones in Normandy Park for community initiatives. The public issues committee meeting was canceled due to lack of quorum. The mayor also reminded everyone about Winterfest on December 2nd, from 4 to 7 PM at Town Center.

Councilmember & Regional Committee Reports – Councilmember McEvoy informed that the finance committee expressed satisfaction with the new finance director and is optimistic about the future. Winter Fest will be on December 2nd from 4 to 7 PM, featuring Santa at 5:35 PM and a tree lighting at 5:30 PM, held at a new location by the clean.

Councilmember Bishoff reported on the recent South King Housing and Homelessness Partners meeting he attended.

City Manager's Report – City Manager Amy Arrington emphasized the importance of economic development and reminded everyone about the Seattle Southside Chamber's annual business awards gala this Friday. She thanked the council and the public for their engagement in meetings regarding the proposed City Hall project, which is still under consideration. The staff will present renovation scenarios for the City Hall and City Hall Park at an upcoming Study Session to gather feedback and involve the public. She informed that further discussions will take place on November 28th.

IX. NEW BUSINESS

- a. Kari Kurtz Finance Director and Finance Consultant Diane Marcotte discussed Resolution No. 1004 property tax levy and revenue source.

Motion by Councilmember McEvoy, "I move to approve Resolution No. 1004 setting the property tax levy," second by Councilmember Healey. The motion carried 5 - 0.

- b. Kari Kurtz Finance Director and Finance Consultant Diane Marcotte discussed Ordinance No. 1060 Biennial Budget 2023-2024. Diane informed that tonight is the first reading of a budget amendment ordinance, which requires two readings. Additional information is in the packet for council review, and questions can be directed to either the Finance Director Kari Kurtz or Diane Marcotte.

Motion by Councilmember McEvoy, "I move to schedule Ordinance No. 1060 for a second reading," second by Councilmember Healey. The motion carried 5 - 0.

- c. Community Development Director Nicholas Matz discussed the ratification of countywide planning policies amendment Resolution No. 1005. These amendments aim to establish a framework for equitable affordable housing, align with the 2021 Growth Management Act, and enhance housing options in areas with limited affordability. Jurisdictions must ratify the amendments by November 30th to ensure consistent land use planning across the county, with specific population representation requirements for the ratification process.
 - Councilmember Bishoff suggested deferring action on the resolution to hold a workshop for deeper discussion.
 - Concerns about the November 30th ratification deadline and potential risks of not being ratified.
 - The city attorney indicated no action defaults to approval unless actively rejected.
 - Discussions focused on racial policies and implications of House Bill 1220.
 - A proposal for a local policy to avoid labeling past actions as racist was made.
 - There was a collective decision to develop a carefully worded statement regarding their stance on these issues for future reference.
 - For now, they will proceed with ratification since the decisions are already established.
 - Plans to improve engagement and approach to these issues in the future are discussed.
 - Emphasis on inclusiveness, unity, and avoiding judgmental language towards past and current policies.
 - Commitment to neutrality to align with voter expectations.

Motion by Councilmember Zimmerman, "I move to adopt Resolution No. 1005 as presented," second by Councilmember McEvoy. The motion carried 5 - 0.

- d. Parks and Recreation Manager Aimee Lloyd discussed the reappointment of Raymond Street to the Arts Commission.

Motion by Councilmember Bishoff, "I move to reappoint Raymond Street to the Arts Commission," second by Councilmember McEvoy. The motion carried 5 - 0.

- e. City Manager Amy Arrington informed about the 2024-2025 School Year Preschool Fee Update. Amy discussed the preschool program's fee structure, and informed that the preschool currently operates at a loss. Proposed rate increases of no increase, 2%, and 4.5% will be presented in December. Factors include teacher salary costs and enrollment projections (100% and 85%). While full enrollment might negate the need for an increase, a conservative 2% raise is suggested to stay competitive and address potential shortfalls. Amy asked for direction on this before next month's review.
 - Council agree to discuss this matter further in an upcoming study session.

- f. City Manager Amy Arrington discussed the City of Normandy Park 2024 Legislative Agenda. Amy informed that each year, we develop a legislative agenda to share with regional partners, state representatives, and the public to communicate the council's priorities. The draft agenda on page 141 includes familiar elements, except for a new paragraph added under public safety, reflecting a request made during the last meeting.
 - Discussion of the City of Normandy Park's 2024 legislative agenda.
 - New addition to the agenda focuses on public safety.
 - Council is asked to approve the legislative agenda if deemed acceptable.

Motion by Councilmember Healey, "I move to approve the 2024 legislative agenda as presented," second by Councilmember McEvoy. The motion carried 5 - 0.

- g. City Manager Amy Arrington discussed Ordinance No. 1061 to authorize submitting to the city's qualified electors a proposition to approve the issuance of a bond for the construction of a new civic center. The city plans to buy a building for a new city hall and police station, with community space. Additional funding is needed, and the city aims to pursue a voter-approved bond, with an ordinance prepared for the February 13th election. She informed that paperwork must be submitted by December 15th, and the final decision will be made in December.
 - Council agreed to delay proceedings until April to meet paperwork deadlines.
 - Councilmember McEvoy stressed the need to address past issues, including the old bond and recreation center.
 - Council emphasized that voter reassurance is necessary for support of new projects.
 - Plans to discuss these matters further in an upcoming study session.

X. PUBLIC COMMENT

No public comment received.

XI. Executive Session

Motion Mayor Hohimer “I move to go into executive session for 30 minutes for the purpose of discussing the selection of site or acquisition of real estate under RCW 42.30.010(1)(b), and there will be no further business.”

Entered in executive session at 9:40 PM

Councilmember Jack Lamanna joined the executive session at 9:45 PM

Executive session extended 30 minutes.

Councilmember Eric Zimmerman left the executive session at 10:25 PM

No action was taken during the executive session.

XII. ADJOURN

Meeting adjourned from executive session at 10:40 PM.

Sue-Ann, Mayor

Erin Smith, City Clerk

I. CALL TO ORDER & FLAG SALUTE

Deputy Mayor Susan West called the meeting to order at 7:04 pm followed by the Pledge of Allegiance.

II. ROLL CALL

Present: Deputy Mayor Susan West, and Councilmember Shawn McEvoy.
Councilmember Eric Zimmerman, Councilmember Sheri Healey, Councilmember Jack Lamanna and Mayor Sue-Ann Hohimer
Absent: Councilmember Mike Bishoff

Motion by Councilmember McEvoy to excuse Councilmember Mike Bishoff, second by Councilmember Lamanna. Motion carried 6 - 0.

Staff: City Manager Amy Arrington, Police Chief Dan Yourkoski, Community Development Director Nicholas Matz, Parks & Recreation Manager Aimee Lloyd, Stormwater Coordinator Jessie Medrow and City Clerk Erin Smith and City Clerk Brooks Wall.

III. REVIEW THE AGENDA ITEMS FOR THE UPCOMING REGULAR MEETING - December 12, 2023 (No action will be taken on these items)

- a. Police Chief Dan Yourkoski informed will be swearing in one of our newest Officer Garrett Gredell.
- b. Police Chief Dan Yourkoski informed that they will present the Normandy Park Officer Memorabilia display on December 12th.
- c. Park and Recreation Manager Aimee Lloyd informed that Chris Overdorf from SCJ Alliance will be presenting at the next council meeting. She informed he will discuss where the PROST Plan is at and what is happening and the next steps at that time.
- d. Community Development Director Nicholas Matz informed that the BHC Contract is up for renewal and will be on the consent agenda for December 12th. Nicholas informed the council that the city is requesting a one-year extension of our contract with BHC. At the upcoming meeting, the city will present data on BHC's performance, invoices, and additional details as outlined in the fiscal considerations section.
- e. Stormwater Coordinator Jessie Medrow informed that WRIA 9 Miller Walker ILA will be on the consent agenda for December 12th. Jessie informed that the renewal of an interlocal agreement between Normandy Park, the Port of Seattle, and the Basin Stewards, which includes technical assistance for homeowners, outreach efforts, ivy removal coordination, and hosting the community salmon investigation program annually.
- f. City Manager Amy Arrington discussed Resolution No. 1009 regarding the annual fee schedule update. She informed that the details of the annual fee schedule adjustments

aimed at covering costs. Changes affected preschool and community development fees due to a new inspection provider, along with park and recreation fees. The discussion addressed adjustments to building permit fees for greater transparency and alignment with service costs. Fees were reviewed, with some adjustments.

- g. Stormwater Coordinator Jessie Medrow discussed WRIA 9 Cooperative Watershed Management Grant. She informed the council that the city secured a \$150,000 grant from King County to expand Salmon View Park, covering appraisal, demolition, and site stabilization. Additional contracts for property acquisition will be proposed in January.
- h. Stormwater Coordinator Jessie Medrow informed that the Bin There contract is up for renewal and the city is seeking to renew the contract to pursue compliance with Waste Management contract.
- i. City Clerk Brooks Wall provided a purchase proposal for a records management software system (Laserfiche) and consulting services for implementation (CDI). She informed this is aimed at organizing City Hall and improving the city's efficiency.
- j. Stormwater Coordinator Jessie Medrow informed the council about the G&O contract amendment for projects for 2024 overlay. In September, the council approved a contract with Rain Osborne for 2024 stormwater improvements needed before the King County road paving. After recent rain events, two more locations have been identified for additional design work. On Snake Hill, new homeowners are willing to grant an easement for improvements after the previous owner declined. At 168th Place, an undersized pipe was identified during a storm, leading to further evaluations. Jessie informed that the contract's cost will increase from \$64,000 to \$97,000 for 2024 improvements, as noted on page 100 of the amendment agreement. Additional site work was also mentioned.
- k. City Manager Amy Arrington discussed the second reading of Ordinance No. 1060 2023-2024 Budget Amendment. Amy informed that Diane Marcotte presented the changes during the previous city council meeting, and the final reading is on December 12th.

IV. GOAL DISCUSSION ITEM

- a. City Manager Amy Arrington discussed the Town Hall Project/City Hall Park. Amy informed that at a recent city council workshop, plans for the city hall park project were discussed. Residents wanted information on potential outcomes if a bond is approved. The focus was on creating public spaces in the new town hall, including a versatile council chamber, a community area, and a reading room. The council discussion addressed the layout and future opportunities in the adjoining area of the new potential town hall building, while also reviewing a list of potential recreational activities developed by the Parks Commission. They highlighted the importance of surveying community interests to determine desired recreational offerings. The council discussion focused on logistics and options for programming in new and existing spaces, noting current limitations due to meeting usage. There was interest in designated areas for gardening

and art classes, along with a preference for hiring external instructors to maintain city control. The addition of a catering kitchen for events. Amy then discussed City Hall Park where the current City Hall building is located. Amy provided two options for City Hall Park: demolishing a building to create a sports area with better parking or keeping the building and adding a smaller sports facility. There's also an idea to use the building for a preschool program, all while considering budget constraints. Council discussed an indoor play area for young children and the expansion of programs at the Town Center. They expressed concerns about noise from a proposed pickleball court, suggesting soundproofing measures. Support for the project exists, but noise management is essential. One councilmember recalled a past proposal for a 7,000 square foot recreation center for \$4 million and questions why plans have shifted to a more expensive option. They advocate for a simpler facility that offers year-round activities and revenue potential. The discussion revolved around the planning and budgeting for a new city hall park, with a potential budget of \$1 to \$3 million sourced from a \$7.5 million bond. The conversation highlights the need to consider various costs, including renovations, permitting, and outfitting for amenities like a pickleball court and climbing wall. There was a proposal to keep part of an existing building while also adding a new recreation center gym, which could provide additional facilities like a stage and preschool area. However, keeping the old building would lead to ongoing maintenance costs, raising the need to consider staffing and management based on the final decision regarding the building's use.

V. STAFF ITEMS

- a. Police Chief Dan Yourkoski provided a public safety update. Chief informed that Garrett Strand will soon finish training, with Garrett Gredell completing his by the end of February and Malcolm Lee will be graduating on January 23rd, finishing around mid-April. The department will be fully staffed then, allowing for the return of motorcycle patrols. Three new vehicles have been ordered for delivery in 2024 amid ongoing shortages. He provided an update on crime rate in the city has been mixed this year, with decreases in burglaries and vehicle thefts but increases in auto thefts and assaults. Recent months have seen a rise in high-profile crimes linked to statewide trends of auto theft and juvenile violence. Local police face staffing shortages, impacting effectiveness, but the addition of more officers is expected to improve safety and productivity. Officers are increasingly issuing speeding tickets, especially on First Avenue, where extreme speeds have been noted.
- b. City Manager Amy Arrington discussed the Precinct Map for the City of Normandy Park. Amy informed that the council will review a precinct map of Normandy Park on December 12th to use for community organization. The map aims to help residents form block watch groups, referred to as "zones." Despite concerns about boundaries, the focus is on encouraging neighbor cooperation. Approval from the council is anticipated.

VI. COUNCIL ITEMS

- a. Mayor Sue-Ann Hohimer discussed security cameras. The council discussed installing security cameras in Normandy Park to deter crime while safeguarding privacy. There's a push for a camera network in South King County. Police Chief Yourkoski sought council support for partnerships with local retailers to install cameras, motivated by recent crime incidents. The council determined that further policy discussions are necessary as the initiative progresses.
- b. City Manager Amy Arrington requested that the council hold off on the electronic sign project until after a bond vote for the town center. They suggested the sign should primarily display city events and partnered nonprofits' activities, and they plan to discuss this further in the April study session.

VII. COUNCIL UPDATE

Mayor Sue-Ann Hohimer provided an update that staff organized a successful economic development tour for the Southside, led by the Soundside Alliance and the Chamber. The tour highlighted local amenities, ending at the Highline Heritage Museum. Councilmember McEvoy informed that the Winterfest event is happening on December 2nd with a tree lighting ceremony is scheduled. Deputy Mayor West informed that on the event day from 10:30 AM to 12:30 PM at QFC, Santa and carolers will be in Manhattan Village, along with fun kids' activities. In the evening, Winterfest at Town Center will feature many booths with arts and crafts, waffle sticks, and thousands of free toys and items.

VIII. ADJOURN

Motion by Councilmember Healey to adjourn the meeting, second by Councilmember McEvoy. Motion carried 6 - 0.

The meeting adjourned at 9:30 pm.

Sue-Ann Hohimer, Mayor

Erin Smith, City Clerk

CALL TO ORDER & FLAG SALUTE

Mayor Sue-Ann Hohimer called the meeting to order at 7:00 pm followed by the Pledge of Allegiance.

ROLL CALL

Present: Mayor Sue-Ann Hohimer, Deputy Mayor Susan West, and Councilmember Shawn McEvoy, Councilmembers Eric Zimmerman, Councilmember Jack Lamanna, and Councilmember Sheri Healey, Councilmember Mike Bishoff

Staff: City Manager Amy Arrington, Police Chief Dan Yourkoski, Community Development Director Nicholas Matz, Parks & Recreation Manager Aimee Lloyd, Stormwater Coordinator Jessie Medrow, Public Works Director Ken Courter and City Clerk Brooks Wall.

OATH OF OFFICE - HONORABLE LAUREL GIBSON

The following Councilmembers were given the Oath of Office by the Honorable Judge Laurel Gibson.

Sheri Healy - Position #1
Shawn McEvoy - Position #3
Jack Lamanna - Position #5
Sue-Ann Hohimer - Position #7

APPOINTMENT OF MAYOR AND DEPUTY MAYOR

The City Council selected Eric Zimmerman to be Mayor and Sue-Ann Hohimer to be the Deputy Mayor.

APPROVAL OF THE AGENDA

Motion by Councilmember Susan West “I move to approve the agenda as written.” second by Councilmember Healey. The motion carried 7 – 0.

REPORT OF OFFICERS

- a. Mayor’s Report – None received.
- b. City Manager’s Report – City Manager Amy Arrington informed that the city is hosting a reception for artist John Morrell on Thursday from 7 to 9 PM, open to the public. Christmas tree pickup through Waste Management will be available again on January 23rd. A Doodle Poll for the city council retreat will be sent out, with discussions planned for January 23rd. Residents are advised to prepare for a severe weather event this weekend and can check the website for snow route information.

- c. Councilmember, Regional & Council Committee Reports – Deputy Mayor Hohimer encouraged Mayor Zimmerman to proclaim January 13th as Korean American Day. She informed that a public ceremony would be held at the Highline Performing Arts Center to celebrate Korean Americans.

PUBLIC COMMENT

No public comment was received.

CONSENT AGENDA

- a. Colibri Northwest Publishing Agreement (City Scene Magazine) - Aimee Lloyd, Parks and Recreation Manager
- b. Request to Surplus Public Works Equipment - Ken Courter, Public Works Director
- c. Normandy Park United Church of Christ NPUCC Preschool Lease Agreement - Amy Arrington, City Manager
- d. Approval of Claim Checks #62706 through #62755, and #62772 through #62815, in the amount of \$277,776.35 and Payroll Checks #62756 through #62771 in the amount of \$148,320.58.

Motion by Deputy Mayor Hohimer “I move to approve the agenda.” second by Councilmember Healey. The motion carried 7 – 0.

CONTINUED BUSINESS

No continued business items.

NEW BUSINESS

- a. Stormwater Coordinator Jessie Medrow informed about the King County Parks Capital and Open Space Grant. She informed that in February, the city applied for a \$400,000 grant to purchase the Miller Creek Hall property, which will match funding for the Conservation Futures Grant with King County Parks and Open Space.

Motion by Councilmember McEvoy “I move to authorize the City Manager Arrington to execute the King County Parks Capital and Open Space Grant Agreement as presented,” second by Councilmember West. Motion carried 7 – 0.

- b. City Manager Amy Arrington presented the reappointment of Moira Bradshaw to StART Regional Committee. Amy informed that the StART Committee, which unites airport communities to address airport impacts on residents. Ms. Bradshaw is recommended for reappointment for another two-year term, following a staff vetting process.

Motion by Councilmember Healey “I move to reappoint Moira Bradshaw to the StART Committee for 2024 and 2025,” second by Deputy Mayor Sue-Ann Hohimer. Motion carried 7 – 0.

- c. Public Works Director Ken Courter informed about the King County Conservation Futures Grant Award Acceptance and ILA Amendment. Ken outlined three amendments related to a February grant from King County Conservation Futures. The first reallocates funds for the already acquired Strayer property. The second reduces the match requirement from 50% to 25% and allows for site stabilization alongside property acquisition. The third allocates \$600,000 for the acquisition of the Hall property.

Motion by Councilmember Healey “I move to authorize the City Manager Arrington to execute the interlocal agreement amendments with King County Conservation Futures Grant Award as presented,” second by Deputy Mayor Sue-Ann Hohimer. Motion carried 7 – 0.

- d. Public Works Director Ken Courter presented the TIB Contract Amendment for 1st Ave Sidewalk Project. Ken informed that the council authorized the city to repair and install sidewalks on First Avenue, which were mostly funded by a TIB grant with a 20% city match. Due to additional requirements from WSCOT, the original budget is insufficient, leading to a request for an extra \$224,000. TIB has tentatively agreed to add \$150,000. The city will present an updated project in Olympia later this month, and if approved, construction could start in early spring. A contract amendment for \$224,628.50 is also being requested.

Motion by Councilmember West “I move to authorize City Manager Authorize City manager Arrington to execute the consultant agreement as presented,” second by Councilmember McEvoy. Motion carried 7 – 0.

- a. City Manager Amy Arrington presented the 2024 City of Normandy Park Council and Regional Committee Assignments. The following councilmembers were appointed to the following regional committees:
 - Highline Committee – Delegate Councilmember Jack Lamanna and Councilmember Sheri Healey as alternate.
 - Metro Solid Waste Management Committee – Delegate Councilmember Sheri Healey
 - Puget Sound Regional Council (PSRC) – Delegate Councilmember Jack Lamanna and Alternate Councilmember Susan West
 - WRIA 9 – Delegate Councilmember Mike Bishoff. Alternate Deputy Mayor Hohimer. Staff Jessie Medrow
 - Sound Cities Association Public Issues Committee (SCA PIC) – Delegate Mayor Eric Zimmerman. Alternate Deputy Mayor Sue-Ann Hohimer
 - South King County Housing and Homelessness – Delegate Mayor Eric Zimmerman. Alternate Councilmember Susan West

- Southside Alliance – Delegate Councilmember Susan West. Alternate Deputy Mayor Sue-Ann Hohimer
- King County-Cities Climate Collaboration (K4C) – Delegate Councilmember Jack Lamanna. Alternate Deputy Mayor Hohimer
- Capital Facilities Advisory Committee (CFAC) & Oversight Committee – Delegate Deputy Mayor Sue-Ann Hohimer. Mayor Zimmerman directed City Manager Amy Arrington to clarify whether a council member and a resident can both participate in discussions about the future of schools, or if only one can be appointed.
- South County Transportation Board (SCATBd) - Delegate City Manager Amy Arrington.

City Manager Amy Arrington explained and provided an outline of the structure and assignments of six committees. She noted that with only three members per committee, some council members may not be able to participate in full committee assignments. Staff recommended expanding the Education Committee and potentially transforming it into a Community Engagement and Education Committee. This new committee would focus on involving citizens of all ages in educational initiatives and community activities, such as developing a Block Watch program. Amy encouraged feedback on this proposed direction before discussing committee assignments further.

- A councilmember proposed disbanding the Education Committee due to overlap with communication efforts.
- There was a strong community interest in school board elections.
- Clarification on the roles of the Communications Committee and a proposed Community Relations Committee.
- Another councilmember agreed and proposed discussing the issue further in the next study session for consensus.

The following are the City Council Committees for 2024:

Finance Committee:

- Councilmembers Healey, McEvoy and Bishoff.

City Manager Committee:

- Deputy Mayor Hohimer, Councilmembers Bishoff and West

Communications Committee:

- Councilmembers Healey, West and McEvoy

Economic Development Committee:

- Councilmembers Lamanna, McEvoy and Bishoff

Community Experience and Engagement Committee:

- Deputy Mayor Hohimer and Councilmembers Lamanna and West

City of Normandy Park City Council
Regular Meeting - City Council Chambers
January 9th, 2023

Motion by Deputy Mayor Hohimer “I move to approve the 2024 City of Normandy Park committee assignments,” second by Councilmember McEvoy. Motion carried 7 – 0.

PUBLIC COMMENT

No public comment was received.

ADJOURN

Motion by Deputy Mayor Hohimer to adjourn the meeting, second by Councilmember Healey. Motion carried 7 – 0.

The meeting adjourned at 9:02 pm.

Eric Zimmerman, Mayor

Erin Smith, City Clerk

I. CALL TO ORDER & FLAG SALUTE

Mayor Zimmerman called the meeting to order at 7:00 pm followed by the Pledge of Allegiance.

II. ROLL CALL

Present: Mayor Eric Zimmerman, Deputy Mayor Sue-Ann Hohimer, Councilmember Susan West, Councilmember Shawn McEvoy, Councilmember Eric Zimmerman, Councilmember Sheri Healey.

Absent: Councilmember Mike Bishoff

Motion by Councilmember McEvoy to excuse Councilmember Mike Bishoff, second by Councilmember West. Motion carried 6 - 0.

Staff: City Manager Amy Arrington, Police Chief Dan Yourkoski, Community Development Director Nicholas Matz, Parks & Recreation Manager Aimee Lloyd, Public Works Director Ken Courter and City Clerk Erin Smith.

III. REVIEW THE AGENDA ITEMS FOR THE UPCOMING REGULAR MEETING - February 13th, 2024 (no action will be taken on these items)

- a. City Manager Amy Arrington informed that on February 13th, 2024, Chief Dan Yourkoski will perform a ceremonial oath for Officer Malcolm Lee.
- b. Community Development Director Nicholas Matz provided an update on 2024 Comprehensive Plan and Development Regulations. Nicholas explained that the Planning Commission and community are preparing for a late February 2024 joint session to discuss a docket of policy amendments and development regulations. This docket follows a review of existing policies and legislative mandates, primarily focusing on the environmental and housing elements. The Commission is working on policy language, including updates for climate issues like sea level rise and housing mandates from House Bills, such as allowing two units per lot. Specific code changes must be completed by June 2025, with clear recommendations outlined for implementation.
 - The planning commission is developing policy and regulatory recommendations for economic development tools, with flexibility in scheduling.
 - Proposed amendments will address housing and ADUs, focusing on understanding financial implications.
 - Funding is secured through grants, including the K4C grant.
 - Collaboration with builders aims to assess costs and ensure practical solutions for property owners.
 - Efforts are being made to create affordable housing options and engage local religious organizations for support in meeting affordability targets.
 - Discussion on implementing accessory dwelling units (ADUs) in the community.
 - Challenges include market acceptance and affordability of ADUs.
 - Examples from Canada and Renton where template ADUs were underused.

- Emphasized the need to adhere to existing dimensional requirements (setbacks, height limits) to protect visual impact and the environment.
 - Planning commission studied ADUs' effects on lot sizes and green space preservation.
- c. City Manager Amy Arrington announced that the PROST Plan's first public hearing and initial reading had been postponed. The Parks Commission and staff are currently refining the plan, which will influence decisions for the next six years and provide a framework for the next 20 years. To allow for a comprehensive review by both the public and the City Council, the finalization of the plan has been rescheduled for the City Council meeting in March.
- d. City Manager Amy Arrington asked for council approval to partner with the Highline Heritage Museum, which was seeking support from local governmental agencies. The agreement is non-committal, allowing for potential future financial contributions without specific commitments now. It includes an automatic renewal and a 90-day withdrawal option. Amy asked for the council's support so Mayor Zimmerman can attend the signing ceremony next week.

Motion by Councilmember West “I move to approve the memorandum of understanding, MOE, with the Highline Heritage Museum,” second by Deputy Mayor Hohimer. The motion carried 6 – 0.

IV. COUNCIL ITEMS

- a. City Manager Amy Arrington informed that in a recent meeting, it was proposed to discuss allocating about \$75,000 for an electronic sign on February 13th, with funding likely coming from reserves. Concerns were raised about placing the sign at its current preferred location due to visibility issues and conflicts with a nearby property. An alternative location suggested was City Hall Park.

Additionally, staff introduced the option of pedestrian-focused electronic kiosks, with City Hall and Mar Vista as potential sites. There may be grant opportunities from T-Mobile to help with funding for these kiosks.

- Discussion about electronic informational signs, similar to those in shopping centers.
- Concerns over maintenance issues with touch screens outdoors.
- Suggestion to consider this idea during the upcoming budget-setting process for prioritization.
- Hesitation to proceed without Councilmember Bishoff’s input, who has a strong vision for the signs.
- Proposal to postpone further discussions until Mike can attend while gathering cost information on kiosks.

- Concerns regarding the size, aesthetics, and location of the signs need to be addressed before the next meeting.
 - Overall interest in the idea but a desire for more information and input before decisions are made.
 - Discussion on setting goals and priorities for council communication strategies.
 - Importance of integrating goal-setting with ongoing projects.
 - TV channel development remains incomplete despite significant investment.
 - Need to prioritize projects, including exploring grant opportunities and kiosk information.
- b. Mayor Eric Zimmerman discussed the issue of fireworks in Normandy Park.
- Discussion centered on fireworks during the Fourth of July, especially illegal ones.
 - Illegal fireworks created noise and concerns in the community.
 - Councilmembers suggest clearer regulations and public education about firework dangers.
 - Ground fireworks are noted as potentially risky despite seeming harmless.
 - Discussion of fireworks regulations and safety concerns in the city during 4th of July.
 - Neighboring cities have banned fireworks, leading to increased noise complaints.
 - Previous issues were attributed to poor management of gatherings, particularly underage drinking.
 - Nonprofit sells legal fireworks in Normandy Park, with Fire Marshal oversight.
 - Council suggested focusing on education about responsible fireworks use instead of changing laws.
 - Proposal for community engagement activities to promote safety and cooperation among neighbors.
 - Plan to communicate local activities to prevent chaos from previous years' celebrations.
- c. City Manager Amy Arrington discussed the new city council committee the Community Experience and Engagement Committee that came out of the previous city council meeting on January 9th, 2024.
- Amy informed that the new committee (Sue-Ann, Susan, Jack) proposed renaming itself to "Community Experience and Engagement."
 - Focus on improving two-way communication between the city and residents.
 - Plans to organize town hall meetings on important topics (e.g., public safety).
 - Recent Town Hall attracted 130 attendees, indicating strong community interest.
 - Aims to enhance civic participation and address community challenges effectively.
 - Committee members explained how this committee would differ from the Communications Committee focuses on one-way information dissemination (e.g., City Scene magazine, council meetings).
 - Aims to establish two-way dialogue with community members to encourage engagement and participation.

- The committee informed that their goal is to empower residents by giving them a voice and involving them in local governance.
 - Fosters community trust, accountability, and transparency.
 - This committee offers a proactive approach through encouraging relationship-building to prevent issues before they escalate, rather than reacting to problems.
 - The committee is seeking to reignite community engagement lost during COVID through educational opportunities and discussions.
 - Council asked the Community Experience and Engagement Committee to refine its scope and recommend initial activities.
 - Emphasis was on aligning with the Communication Committee's work.
- d. City Manager Amy Arrington led the discussion of City Goals for the upcoming City Council Retreat.
- Discussion involved trying to schedule a goal-setting meeting for February 23rd.
 - Some members are unavailable.
 - Reflected on challenges from the 2023 goal-setting process.
 - Council agreed that more time was needed to define and prioritize goals.
 - Emphasis on having a substantive meeting.
 - Concern about rushing the process and lacking meaningful objectives.
 - Agreement on a slower approach to have preliminary discussions on priorities, including addressing the future of a building.
 - Start the process soon, ideally by the end of the year.
 - Preparation needed for the following year.
 - Loss of momentum due to focus on the new city hall.
 - Facilitator would relieve pressure on individuals and maintain focus.
 - Council consensus that past goals have been too numerous and unfocused.
 - Need to narrow down to three specific goals and create actionable plans.
 - Reflection on strategic goals from 2016 with a consistent theme identified.
 - Importance of a meeting date that accommodates all council members.
 - Council supported hiring a facilitator to guide the goal setting process.
 - Two-pronged approach suggested: addressing immediate and long-term goals.

V. ADJOURN

Motion by Councilmember West to adjourn the meeting, second by Councilmember Healey.
Motion carried 6 - 0.

The meeting adjourned at 9:02 pm.

Eric Zimmerman, Mayor

City of Normandy Park City Council
Study Session - City Council Chambers
January 23, 2024

Erin Smith, City Clerk

I. CALL TO ORDER & FLAG SALUTE

Mayor Zimmerman called the meeting to order at 7:00 p.m. followed by the Pledge of Allegiance.

II. ROLL CALL

Present: Mayor Eric Zimmerman, Deputy Mayor Sue-Ann Hohimer, Councilmember Sheri Healey, Councilmember Shawn McEvoy, Councilmember Mike Bishoff, Councilmember Jack Lamanna and Councilmember Susan West

Staff: City Manager Amy Arrington, City Attorney Kari Sand (remote), Police Chief Dan Yourkoski (remote), Parks and Recreation Manager Aimee Lloyd (remote), Public Works Director Ken Courter, and City Clerk Erin Smith.

III. APPROVAL OF THE AGENDA

Motion by Councilmember West to approve the agenda as presented, second by Councilmember Healey. The motion carried 7 – 0.

IV. PUBLIC COMMENT

Annaka Hartwell provided a public comment regarding the Normandy Park Farmers Market and provided a handout to the council.

I. APPROVAL OF THE CONSENT AGENDA

- a. Approval of a three-year contract extension for electronic permitting software subscriptions (SmartGov) and associated maintenance contract (Granicus) - Nicholas Matz, Community Development Director
- b. Contract agreement for a geolocating digital software (Place.ai) subscription and dashboard that collects and reports on economic data analysis - Nicholas Matz, Community Development Director
- c. Renewal of the Contract with 575, Inc for Website Maintenance & Creative Services - Amy Arrington, City Manager

- d. Approval of Meeting Minutes dated August 13th, September 10th and Amended Meeting minutes February 13th.
- e. Approval of Claims Check 63719 - 63752, Claims Check 63753 - 63771, Claims Check 63780 - 63819, in the amount of \$508,069.36 and Payroll Check 63772 - 63779, in the amount of \$144,457.63

Motion by Councilmember West to approve the consent agenda as presented, second by Councilmember Hohimer. The motion carried 7 – 0.

V. REPORT OF OFFICERS

- a. Mayor's Report - Mayor Eric Zimmerman informed that he had nothing to report. Then Informed that he had a call with South City Mayors, and they discussed topics he would like to bring up at a future Study Session.
- b. Councilmember & Council Committee Reports – Councilmember McEvoy informed that the council, along with the Economic Development Committee and the Finance Committee, are exploring alternative revenue sources and improving cell service infrastructure in Normandy Park while preparing for a Town Hall presentation on budget and services scheduled for November 13th. Deputy Mayor Hohimer informed that her participation in the Mayor's Roundtable which underscored Normandy Park's role as a residential hub in the Highline region and its collaborative relationships with neighboring cities for shopping, working, and upcoming events like FIFA 2026. Councilmember Lamanna attended the Highline forum and reported concerns from Normandy Park and Des Moines regarding airport impacts on air quality and tree loss.
- c. City Manager's Report – City Manager Amy Arrington informed of a proposed contract amendment with Waste Management due to performance issues. It suggests returning collected performance fees in exchange for a rate adjustment for garbage services in 2025, saving residents about \$25 per household. However, this could lead to a higher rate increase in 2026. Amy informed the council that more information will be provided to the council regarding this issue at the next meeting. Amy discussed the proposed goal-setting retreat for the city council, suggesting January 11th or 25th as potential dates. She mentioned that January 4th is too soon, and January 20th is a holiday. However, the council did not reach a consensus on a date. Amy stated that she would create a Doodle poll and reach out to the council with the suggested retreat dates. Finally, Amy thanked staff and the city Council for the successful Autumn Art Fest.

VI. CONTINUED BUSINESS

- a. Chief Dan Yourkoski discussed Ordinance No. 1068 Amending Normandy Park Municipal Code Chapter 7.32 to change penalties for violations related to fireworks. Chief informed the new penalties for fireworks offenses include a \$250 fine for the first offense,

a \$500 fine for the second, and a misdemeanor for the third offense within two years. This tiered approach aims to improve enforcement without necessitating force for first-time violations. Brief discussion from council supported the passing and promoting the initiative, they highlighted that advertising it before July 4th could help reduce fireworks-related issues and anticipated support for this effort.

Motion by Councilmember McEvoy to approve Ordinance No. 1068 Amending Normandy Park Municipal Code as presented, second by Councilmember West. The motion carried 7 – 0.

- b. Public Works Director Ken Courter discussed Ordinance No. 1069 adding a new section 10.48.015 to the Normandy Park Municipal Code to exempt the city from obtaining Right-of-Way permits. Ken proposed an exemption to the right of way permit code for city projects and contractors to minimize redundant work, streamline processes, and save time and money while still meeting required benchmarks. Discussion from the council addressed whether county paving work is exempt when done under city direction, which it was confirmed to be. They discussed the inclusion of right-of-way permit requirements in contract documents and clarified that utility companies must obtain permits, while services normally performed by the city and contracted out are exempt.

Motion by Deputy Mayor Hohimer to adopt Ordinance No. 1069 as presented, second by Councilmember Healey. The motion carried 7 – 0.

- c. Public Works Director Ken Courter discussed Ordinance No. 1067 Amending Normandy Park Municipal Code Chapter 13.28 Adjusting Stormwater Utility Fees. Ken informed that a 3% increase in stormwater rates for 2025 and 2026 is proposed to align with the comprehensive plan, addressing CPI, capital projects, strategic reserves, and daily operations. Council discussed potential exemptions from stormwater fees but decided against singling out any one category for changes. Instead, they agreed to have staff review stormwater fees alongside all other taxes and fees to identify areas for improvement and ensure fairness. The discussion on stormwater utility fees highlighted differing views among council members. One member opposed the increase from \$26 to nearly \$800, arguing it unfairly burdens residents compared to other fees. They expressed willingness to discuss adjustments in the upcoming Study Session and engage with affected residents. Another member supported raising the fees to maintain the city's system but noted the current fee structure's inequities. They stressed the need for clearer communication about affected residents and mentioned that the council directed staff to explore potential adjustments.

Motion by Councilmember Hohimer, "I move to adopt Ordinance No. 1067 as presented," second by Councilmember Healey. The motion carried 6 – 1 abstention.

VII. NEW BUSINESS

- a. Public Works Director Ken Courter discussed Ordinance No. 1070 Amending Title 11 to Repeal Local Improvement Requirements. Ken informed that Ordinance 1070 aims to repeal the outdated Title 11 of the municipal code, established in 1962, and instead adopt the relevant sections of the Revised Code of Washington (RCW) for local improvement districts, addressing recent deficiencies highlighted by residents' requests.

Motion by Councilmember Healey, "I move to adopt Ordinance No. 1070 and waive second reading," Second by Deputy Mayor Hohimer. The motion carried 7 - 0.

- b. Parks and Recreation Manager Aimee Lloyd discussed Arts Commission reappointment of Lawrence Peryer who has been serving on the Arts Commission since 2021. His reappointment will run from 2025 to 2027.

Deputy Mayor Hohimer, "I move to confirm the Arts Commission reappointment of Lawrence Peryer as presented," second by Councilmember McEvoy. The motion carried 7 – 0.

- c. Parks and Recreation Manager Aimee Lloyd discussed the reappointment of Samantha Pabon who has been serving on the Arts Commission since July 2021 in position two. She has contributed to events like the Autumn Art Fest and Solstice Soiree and is eager to continue her work. Her reappointment is for a three-year term starting in 2025-2027.

Motion by Deputy Mayor Hohimer, "I moved to confirm the Arts Commission appointment of Samantha Pabon to position two," second by Councilmember Healey. The motion carried 7 – 0.

VIII. PUBLIC COMMENT

No public comment received.

IX. Adjourn

Motion to Adjourn by McEvoy second by Deputy Mayor Sue-Ann Hohimer.

Meeting adjourned at 8:12 PM.

Eric Zimmerman, Mayor

Erin Smith, City Clerk

**December 12, 2024
City Council Meeting**

**Recommended Motion To Approve The Consent
Agenda and Vouchers**

I move to approve the Consent Agenda to include:

Claims Check 63916 through 63939,
Claims Check 63940 through 63969,
Claims Check 63978 through 64007,
in the amount of \$521,460.67

And

Payroll Check 63970 through 63977,
in the amount of \$137,243.69

Shawn McEvoy

Date

Mike Bishoff

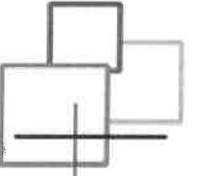
Date

Sheri Healey

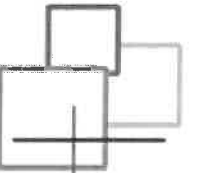
Date

Register

Fiscal: 2024
 Deposit Period: 2024 - November 2024
 Check Period: 2024 - November 2024 - 1st Period



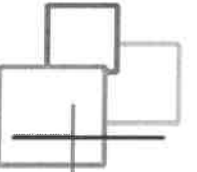
Number	Name	Print Date	Clearing Date	Amount
Key Bank	479681144990			
63916	Reed Trucking & Excavating, Inc	11/5/2024		\$15,728.50
63917	Reed Trucking & Excavating, Inc	11/8/2024		\$37,819.17
63918	575 Inc.	11/8/2024		\$109.00
63919	AT&T Wireless Service C	11/8/2024		\$531.93
63920	Bhc Consultants	11/8/2024		\$8,958.02
63921	Colibri Northwest LLC, c/o Peter M Phillips	11/8/2024		\$1,482.73
63922	Corporate Payment Systems	11/8/2024		\$14,837.41
63923	Corvalan, Alfredo R	11/8/2024		\$114.00
63924	Environmental Systems Research Institute, Inc	11/8/2024		\$2,471.79
63925	GoTo Communications Inc.	11/8/2024		\$1,421.43
63926	Grace Lutheran Church	11/8/2024		\$600.00
63927	Gray & Osborne, Inc.	11/8/2024		\$17,538.43
63928	Honey Bucket	11/8/2024		\$301.50
63929	Jaime Van Doughty	11/8/2024		\$220.00
63930	Land Development Consultants, Inc.	11/8/2024		\$2,535.25
63931	Mountain Mist	11/8/2024		\$59.02
63932	PacWest Machinery	11/8/2024		\$393.48
63933	Pape Machinery	11/8/2024		\$205.38
63934	PetroCard, Inc.	11/8/2024		\$1,971.30
63935	Point and Pay, LLC	11/8/2024		\$25.00
63936	Print Place LLC	11/8/2024		\$152.08
63937	Puguet Sound Energy	11/8/2024		\$212.01
63938	Randies Sand & Gravel, Inc.	11/8/2024		\$123.82
63939	Sabina Alderman	11/8/2024		\$100.00
	Total			\$107,911.25
	Total			\$107,911.25
	Grand Total			\$107,911.25



Register

Fiscal: 2024
 Deposit Period: 2024 - November 2024
 Check Period: 2024 - November 2024 - 2nd Period

Number	Name	Print Date	Clearing Date	Amount
Key Bank	479681144990			
63940	911 Supply, Inc	11/14/2024		\$166.42
63941	Ace Hardware & Paint of Normandy Park	11/14/2024		\$83.27
63942	Alpine Products Inc	11/14/2024		\$215.09
63943	Burien Bark LLC-A	11/14/2024		\$202.76
63944	Car Wash Enterprises, Inc.	11/14/2024		\$234.00
63945	City of Seattle	11/14/2024		\$779.40
63946	City of SunnySide	11/14/2024		\$1,860.00
63947	Durn Lumber Inc.	11/14/2024		\$56.78
63948	Earthcorps	11/14/2024		\$11,981.74
63949	Brissenden, Diane	11/14/2024		\$90.85
63950	Galls Parent Holding, LLC.	11/14/2024		\$20.93
63951	Grainger	11/14/2024		\$114.67
63952	Honey Bucket	11/14/2024		\$584.45
63953	KCDA Purchasing Cooperative	11/14/2024		\$121.65
63954	King County Finance	11/14/2024		\$2,789.92
63955	Kustom Signals Inc	11/14/2024		\$1,691.48
63956	Marcotte Consulting	11/14/2024		\$16,170.00
63957	Navia Benefit Solutions	11/14/2024		\$200.00
63958	O'Reilly Automotive, Inc	11/14/2024		\$208.79
63959	Proforce Law Enforcement	11/14/2024		\$125.55
63960	Public Safety Testing Inc	11/14/2024		\$60.00
63961	Puget Sound Energy	11/14/2024		\$2,730.69
63962	Seattle Times	11/14/2024		\$1,185.00
63963	SECURITAS TECHNOLOGY CORPORATION	11/14/2024		\$152.08
63964	Sound Oil Company	11/14/2024		\$1,088.21
63965	Southwest Suburban Sewer District	11/14/2024		\$432.50
63966	Systems for Public Safety Inc	11/14/2024		\$837.31
63967	T-Mobile	11/14/2024		\$692.94
63968	Utilities Underground Location Center	11/14/2024		\$48.84
63969	WA ST Patrol	11/14/2024		\$26.50
	Total			\$44,951.82
	Total			\$44,951.82
	Grand Total			\$44,951.82

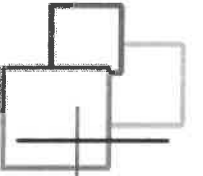


Register

Fiscal: 2024
 Deposit Period: 2024 - November 2024
 Check Period: 2024 - November 2024 - 2nd Period

Number	Name	Print Date	Clearing Date	Amount
Key Bank	479681144990			
Check				
63970	Inglin, Jennifer	11/20/2024		\$630.45
63971	Levy, Fletcher A	11/20/2024		\$819.80
63972	Lievero, John	11/20/2024		\$3,806.57
63973	AWC Employee Benefit Trust	11/20/2024		\$302.84
63974	Lincoln National Life Insurance	11/20/2024		\$76.00
63975	MissionSquare #100249 - 401A	11/20/2024		\$1,072.44
63976	MissionSquare #300333 - 457 Plan	11/20/2024		\$1,450.00
63977	Teamsters Local Union No. 763	11/20/2024		\$565.00
2024 11-20 Direct Deposit	Payroll Vendor	11/20/2024		\$79,158.72
EFT DRS 11.20.2024	DRS	11/20/2024		\$17,250.56
EFT IRS 11.20.2024	941 Taxes	11/20/2024		\$32,111.31
	Total			\$137,243.69
	Total			\$137,243.69
	Grand Total			\$137,243.69

Register



Fiscal: 2024
 Deposit Period: 2024 - December 2024, 2024 - November 2024, 2024 - September 2024
 Check Period: 2024 - December 2024 - 1st Period, 2024 - November 2024 - 3rd Period, 2024 - September 2024 - 2nd Period
 Bank Accounts: Bank of America - 000077739704, Bank of America - 77150316, Bank of America - 9777061, Concourse - TVI - 5EQ946985,
 Key Bank - 479681144990, LGIP - 12345, MPD Key Bank - , MPD LGIP - 12345, Petty Cash - 11111111, Wells Fargo - 4818-4307
 Register Types: Check, Deposit, Warrant
 Show Outstanding: All
 System Types: Financials
 Outstanding Date: 12/2/2024 10:34:53 AM
 Show Details: Hide

Number	Name	Print Date	Clearing Date	Amount
Key Bank	479681144990			
Check				
63978	The Friends of Normandy Park Foundation	11/27/2024		\$5,000.00
63979	EHM Washington LLC	11/27/2024		\$4,463.75
63980	Adobe Inc	12/2/2024		\$7,050.24
63981	AT&T Wireless Service C	12/2/2024		\$531.93
63982	Car Wash Enterprises, Inc.	12/2/2024		\$48.00
63983	City of Des Moines	12/2/2024		\$8,892.35
63984	Comcast	12/2/2024		\$11.26
63985	EHM Washington LLC	12/2/2024		\$2,305.90
63986	First Citizens Bank	12/2/2024		\$1,190.14
63987	Granicus LLC	12/2/2024		\$20,501.70
63988	Gray & Osborne, Inc.	12/2/2024		\$34,969.27
63989	J.P. Cooke Company	12/2/2024		\$104.95
63990	Jaime Van Doughty	12/2/2024		\$220.00
63991	KCDA Purchasing Cooperative	12/2/2024		\$219.89
63992	King County Finance	12/2/2024		\$243,755.58
63993	King County Water District No.49	12/2/2024		\$1,019.77
63994	Level 3 Communications, LLC, A Lummen Technology Company	12/2/2024		\$191.76
63995	Locke Systems, Inc.	12/2/2024		\$6,316.81
63996	Ogden Murphy Wallace, PLLC	12/2/2024		\$11,825.50
63997	Orchestra of Flight	12/2/2024		\$1,000.00
63998	Oregon Rifleworks LLC	12/2/2024		\$1,976.28
63999	PetroCard, Inc.	12/2/2024		\$1,637.78
64000	Point and Pay, LLC	12/2/2024		\$25.00
64001	Puget Sound Energy	12/2/2024		\$5,123.67
64002	SCORE	12/2/2024		\$4,594.98
64003	South Sound Nature School	12/2/2024		\$700.00
64004	Stewart MacNichols Hammell, Inc., P.S.	12/2/2024		\$3,500.00
64005	US Coast Guard Flotilla 25	12/2/2024		\$100.00
64006	US Postal Services (CMRS-FP)	12/2/2024		\$695.14

Number: 64007 Name: WA ST Auditors Office Print Date: 12/2/2024 Clearing Date: Amount:

Total \$368,597.60
Total 479681144990 \$368,597.60
Grand Total \$368,597.60

Printed by AD\lchang on 12/2/2024 11:26:07 AM

City of Normandy Park - Register

Page 2 of 2



Normandy Park City Council Meeting

Meeting Date: December 10, 2024

Agenda Category: New Business

Agenda Bill #: 1162

SUBJECT: Approval of a contract with G&O for Stormwater Improvements at SW 166th & 3rd Avenue SW.

ATTACHMENT(S):

1. G&O Contract
2. Exhibit A Scope
3. Exhibit B Cost Estimate

PRESENTED BY: Ken Courter, Public Works Director

RECOMMENDED BY: Ken Courter, Public Works Director

REVIEWED BY: City Manager and City Attorney

STAFF EXPLANATION:

Staff desires to enter a contract with G&O for design services for a Stormwater Improvement Project located at SW 166th and 3rd Ave SW. This project will include designing and bidding plans for a new stormwater facility to accommodate stormwater runoff in the Bonnie Wood neighborhood. Completion of this project will fulfill one of our NPDES requirements during this permit cycle. Staff intends to apply for grant funding in 2025 through the Department of Ecology for construction funding. This site was selected specifically because of the lack of Stormwater infrastructure in the area. The area is also prone to flooding during heavy rain and is within the Miller Creek drainage basin.

FISCAL IMPACT AND POTENTIAL BENEFITS OR CONSEQUENCES:

The cost estimate for the design of this project is \$75,146. Project design costs will be funded through the Stormwater Utility (402).

COUNCIL OPTIONS:

1. Approve the Project contract as presented.
2. Approve the Project contract with amendments.
3. Take no action.

RECOMMENDED MOTION:

“I move to authorize City Manager Arrington to approve the G&O Contract for the Stormwater Improvement project as presented. “



Normandy Park
Est. 1953

Professional Service Agreement
Contract Title: 166th Street and 3rd
Ave Water Quality Improvements
Contract #: 5693

This agreement “AGREEMENT” made and entered into on this ____ day of November, 2024, by and between the **City of Normandy Park**, a municipal corporation under the laws of the State of Washington, hereinafter referred to as the “CITY”, and Gray & Osborne, Inc. of 1130 Rainier Avenue South, Suite 300, Seattle, WA 98144, (206) 284-0860, hereinafter referred to as the “CONSULTANT”.

Consultant Business: Gray & Osborne, Inc.
 Consultant Address: 1130 Rainier Avenue South, Suite 300,
 Seattle, WA 98144
 Consultant Phone: (206) 284-0860
 Consultant Fax: (206) 283-3206
 Contact Name: Kerri Sidebottom
 Consultant E-mail: ksidebottom@g-o.com
 Federal Employee ID No.: 91-0890718
 Authorized City Representative for
 this contract: Ken Courter

WHEREAS, CONSULTANT represents and warrants that it is available, experienced and qualified with specific expertise to provide [insert type of service(s)] services, and

WHEREAS, the CITY desires to engage the CONSULTANT to provide engineering design services;

NOW, THEREFORE, the CITY and CONSULTANT mutually agree as follows:

1. Retention of CONSULTANT. The CITY retains the CONSULTANT to provide the services in “Exhibit A – Scope of Work” (the “WORK”). Any inconsistency between this Agreement and the WORK shall be resolved in favor of this AGREEMENT. The CONSULTANT shall perform the WORK according to the terms and conditions of this AGREEMENT.

The CITY may revise the WORK and the compensation only by a written Change Order signed by the authorized CITY representative that shall become a part of this AGREEMENT.

The project manager(s) of the WORK shall be Tani Stafford, PE. The project manager(s) shall not be replaced without the prior written consent of the CITY.

Work shall commence November 17, 2024 and shall be completed no later than December 31, 2025, unless the completion date is extended in writing by the CITY.

2. Compensation.

A. The total compensation to be paid to CONSULTANT, including all services and expenses, shall not exceed the amounts shown on Exhibit B and C, which shall be full compensation for the WORK.

B. The CONSULTANT shall be paid in such amounts and in such manner as described in Exhibit B.

C. CONSULTANT shall be reimbursed for Eligible Expenses actually incurred. "ELIGIBLE EXPENSES" means those types and amounts of expenses listed in Exhibit C or those expenses that are approved for reimbursement by the CITY in writing before the expense is incurred.

3. Term of Contract.

A. The term of this contract shall be 13 months through December 31, 2025.

B. At the end of each year period, this contract may be renewed for another year period by executing an addendum. Such renewal shall require approval by the CITY Council.

4. Request for Payment.

A. Not more than once every thirty (30) days the CONSULTANT shall file its request for payment, accompanied by evidence satisfactory to the CITY justifying the request for payment, including a report of WORK accomplished and tasks completed, and an itemization of ELIGIBLE EXPENSES with copies of receipts and invoices.

B. All requests for payment should be sent to:

City of Normandy Park
Attn: Accounts Payable
801 SW 174th Street
Normandy Park, WA 98166

5. WORK Product. The CONSULTANT shall submit all reports and other documents specified in Exhibit A according to the schedule established in Exhibit A. If, after review by the CITY, the information is found to be unacceptable, CONSULTANT, at its expense, shall expeditiously correct such unacceptable WORK. If CONSULTANT fails to correct unacceptable work, the CITY may withhold from any payment due an amount that the CITY reasonably believes will equal the cost of correcting the work.

All reports, drawings, plans, specifications, and tangible property created in furtherance of the WORK, and any intellectual property in such documents, are property of the CITY and may be used by the CITY for any purpose; provided that re-use without CONSULTANT's permission shall be at the CITY's sole risk.

6. Termination of Contract. CITY may terminate this AGREEMENT at any time, with or without cause, by giving written notice ("NOTICE") to the CONSULTANT of such termination and specifying the effective date ("TERMINATION DATE"). The NOTICE shall be sent to the address set forth above by any method reasonably believed to provide CONSULTANT actual notice in a timely manner. The CONSULTANT shall notify the CITY of any change in address. Upon receipt of the NOTICE, the CONSULTANT shall acknowledge receipt to the CITY in writing and immediately commence to end the WORK in a reasonable and orderly manner. If the agreement is terminated by the CITY as provided herein and not for CONSULTANT's material breach, the CONSULTANT shall be paid or reimbursed for WORK satisfactorily accomplished and completed and ELIGIBLE EXPENSES incurred up to the TERMINATION DATE, less all payments previously made; provided that work performed after date of the NOTICE is reasonably necessary to terminate the WORK in an orderly manner.

Notwithstanding the above, the CONSULTANT shall not be relieved of its duty under paragraph 8 or liability to the CITY for damages sustained by the CITY, its officers, employees and agents by virtue of any breach of this AGREEMENT by the CONSULTANT for the purpose of set off until such time as the exact amount of damages due the CITY for the CONSULTANT is determined.

7. Assignment of CONTRACT- Subcontractors. Consultant shall not assign this contract or sub-contract or assign any of the WORK without prior written consent of the CITY.

8. Indemnification/Hold Harmless. CONSULTANT shall defend, indemnify and hold the CITY, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the CONSULTANT in performance of this AGREEMENT, except for injuries and damages caused by the sole negligence of the CITY.

Should a court of competent jurisdiction determine that this AGREEMENT is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the CONSULTANT and the CITY, its officers, officials, employees, and volunteers, the CONSULTANT's liability, including the duty and cost to defend, hereunder shall be only to the extent of the CONSULTANT's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the CONSULTANT's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this AGREEMENT.

9. Insurance

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

No Limitation

CONSULTANT's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the CONSULTANT to the coverage provided by such insurance, or otherwise limit the CITY's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

CONSULTANT shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

B. Minimum Amounts of Insurance

CONSULTANT shall maintain the following insurance limits:

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

C. Other Insurance Provision

The CONSULTANT's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respects the CITY. Any Insurance, self-insurance, or insurance pool coverage maintained by the CITY shall be excess of the CONSULTANTS's insurance and shall not contribute with it.

D. Acceptability of Insurers

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

E. Verification of Coverage

CONSULTANT shall furnish the CITY with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the CONSULTANT before commencement of the work.

F. Notice of Cancellation

The CONSULTANT shall provide the CITY with written notice of any policy cancellation, within two business days of their receipt of such notice.

G. Failure to Maintain Insurance

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

10. Independent Contractor. The CONSULTANT shall at all times be an independent contractor and not an employee of the CITY and shall not be entitled to compensation or benefits of any kind except as specifically provided herein. The CONSULTANT shall be subject to the CITY's control and direction as to results to the accomplished, but not as the details and means by which the results are accomplished. The CONSULTANT shall be responsible for complying with all obligations of an employer imposed under federal or state law. Personnel employed by the CONSULTANT shall not acquire any rights or status regarding the CITY.

11. Employment. The CONSULTANT warrants that it did not employ or retain any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this AGREEMENT or pay or agree to pay any such company or person any consideration, contingent upon or resulting from the award or making of this AGREEMENT. For breach or violation of this warranty, the CITY shall have the right either to terminate this AGREEMENT without liability or to deduct from the AGREEMENT price or consideration or to otherwise recover, the full amount of such consideration.

12. Audits and Inspections. The CONSULTANT shall make available to the City during normal business hours and as the CITY deems necessary for audit and copying all of the CONSULTANT's records and documents with respect to matters covered by this AGREEMENT.

13. City of Normandy Park Business License. The CONSULTANT shall obtain a CITY of Normandy Park business license before performing any WORK.

14. Compliance with Federal, State and Local Laws. The CONSULTANT shall comply with and obey all Federal, State and Local laws, regulations, and ordinances applicable to the operation of its business and to its performance of the WORK.

A. Title VI of the Civil rights Act of 1964 and the Civil Rights Restoration Action of 1987.

The CONSULTANT assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil rights Act of 1964, and the Civil Rights Restoration Action of 1987 (P.L. 100.259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Recipient further assures every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

The Civil Rights Restoration Act of 1987, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors/consultants, whether such programs and activities are federally assisted or not (Public Law 100259 [8.557] March 22, 1988.) In the event the Recipient distributes federal aid funds to a sub-recipient, the Recipient will include Title VI language in all written agreements and will monitor for compliance.

The Recipient is responsible for initiating and monitoring Title VI activities, preparing reports and other responsibilities as required by 23 Code of Federal Regulations (CFR) 200 and 49 Code of Federal Regulation 21.

The CONSULTANT Scope of WORK shall note any Minority and Women's Business Participation in this AGREEMENT and on all invoices.

B. Nondiscrimination.

In the performance of this AGREEMENT, the CONSULTANT will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age, sexual orientation, religion, veteran's status, or the presence of any sensory, mental or physical handicap or any other basis prohibited by applicable Federal, State, or local law; provided that the prohibition against discrimination in employment is because of the particular work involved. The CONSULTANT shall ensure that applicants are employed, and that employees are treated during employment without discrimination because of their race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to: employment, upgrading, demotion or transfers, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and such action with respect to this

Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

The CONSULTANT will not discriminate against any recipient of any services, or benefits provided for in this AGREEMENT of the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap.

If any assignment and/or subcontracting has been authorized by CITY, said assignment or subcontract shall include appropriate safeguards against discrimination. The CONSULTANT shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

15. Waiver. Any waiver by the CONSULTANT or the CITY of the breach of any provision of this AGREEMENT by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.

16. Complete AGREEMENT. This AGREEMENT contains the complete and integrated understanding and AGREEMENT between the parties and supersedes any understanding, AGREEMENT or negotiation whether oral or written not set forth herein.

17. Modification of AGREEMENT. This AGREEMENT may be modified by a Change Order as provided in paragraph 1, or by a written addendum that is signed by authorized representatives of the CITY and the CONSULTANT.

18. Severability. If any part of this AGREEMENT is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, the remainder of the AGREEMENT shall remain in full force and effect.

19. Notices.

A. Notices to the City of Normandy Park shall be sent to the following address:

City of Normandy Park
Attn:
801 SW 174th Street
Normandy Park, WA 98166

B. Notices to the Consultant shall be sent to the following address:

Gray & Osborne, Inc.
1130 Rainier Avenue South, Suite 300
Seattle, WA 98144

20. Venue. This AGREEMENT shall be governed by the law of the State of Washington and venue for any lawsuit arising out of this Agreement shall be in King County.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this AGREEMENT as of the date first above written.


<p>CITY OF NORMANDY PARK, WASHINGTON</p> <p>By: _____ Amy Arrington, City Manager</p> <p>Date: _____</p>	<p><i>Gray & Osborne Inc.</i></p> <p>By:  Michael B. Johnson Its President</p> <p>Date: <u>10/31/24</u></p>
<p>ATTEST:</p> <p>By: _____ Erin Smith, City Clerk</p> <p>Date: _____</p>	
<p>APPROVED AS TO FORM:</p> <p>By: _____ Heidi Greenwood , City Attorney</p> <p>Date: _____</p>	

EXHIBIT A

SCOPE OF WORK

CITY OF NORMANDY PARK 166TH STREET AND 3RD AVENUE WATER QUALITY IMPROVEMENTS

PROJECT UNDERSTANDING

The City of Normandy Park is seeking professional services to assist with the planning, permitting, and design related to stormwater improvements between 164th and 166th Streets along 3rd Avenue South, to the west of 1st Avenue South. The existing road drainage system collects road and surface runoff from the immediate vicinity and does not currently provide water quality treatment prior to piped discharges into Miller Creek. The conveyance system is limited, with only a few inlets conveying water to one outfall pipe at the corner of 164th Street and 3rd Avenue. Drainage at the corner of 166th Street and 3rd Avenue as well as along 3rd Avenue is currently not collected and is assumed to runoff to the west toward Miller Creek. There is one dry well along 166th Street to the east of 3rd Avenue, with piped inlets from roadside ditches, but its function is limited.

This project includes the design for improved surface drainage, installation of two stormwater treatment filter systems, and installation of a new outfall to Miller Creek.

The scope for the project as a whole will include the following:

DESIGN

Task 1 – Project Management and Oversight

Objective: Provide overall project management and oversight of the project work by the Principal-in-Charge and senior staff members.

A. Provide overall project management and oversight services, to include:

- Procure sufficient staff resources to dedicate to the project.
- Prepare and execute subconsultant contracts.
- Manage subconsultant work.
- Manage and control project budget and schedule.
- Manage and provide monthly progress reports and invoices.

Task 2 – Surveying

Objective: Define the limits of the existing rights-of-way, property line, and easements in the project corridors prior to design. Obtain vertical and horizontal control necessary for design of the project, obtain pertinent topographical information to include identifying existing and obvious utilities, and pertinent topographical features to facilitate design of the project. Survey services to include:

A. Right-of-Way and Easement Research

Acquire and utilize readily available records of survey, plat maps, assessor maps, etc., from the County Courthouse (Auditor’s Office) along the project corridors as required for establishing the existing rights-of-way and easements along the project alignment. This work will include:

- a. Identify current rights-of-way along the proposed alignment.
- b. Overlay the rights-of-way and current property easements on a plan view of the project corridor.

B. Topographic Survey

- a. Establish vertical and horizontal control on the City-adopted datum for survey and mapping at a scale of not more than 1 inch = 20 feet (horizontal) and 1 inch = 5 feet (vertical). Vertical control will be suitable for establishing 2-foot contour intervals and to support the design and construction included in this scope of work.
- b. Acquire supplemental topographical survey of the site (within and adjacent to the project corridor) to include establishing surface grades, pavement edges, visually obvious utilities (including utility poles, hydrants, valves, etc.), buildings, fences, major trees and significant landscaping, sidewalks, etc., in sufficient detail to support an adequate level of design.

Task 3 – Utility Data Acquisition

Objective: Acquire record drawings and/or as-built information from the City or utility purveyors as necessary that depict services in the project corridor.

- A. Review data provided by the City and incorporate into project design as may be applicable.
- B. Provide written requests for all utility purveyors known to provide utility service in the project area.

- C. Review data provided by utility purveyors and incorporate into project design as may be applicable.
- D. The City will be asked to locate and mark existing utilities prior to project survey. This information will be picked up by our survey crew and incorporated into the project base map.

Task 4 – Geotechnical Investigation and Report

Conduct field explorations to determine design recommendations to support the proposed utility improvements and asphalt repair as well as establishing character of subsurface material. This task will culminate in the preparation of a final Geotechnical Report in City-approved format. Services to include:

- A. Perform a geotechnical analysis (PanGEO, Inc. – geotechnical subconsultant) to determine existing subsurface conditions. A total of up to 2 test borings (up to 20 feet deep) will be reviewed and analyzed in and along the project corridor. The City will provide 1-CALL service.
- B. Laboratory Testing – Conduct appropriate laboratory tests on selected samples in accordance with appropriate American Society for Testing and Materials (ASTM) methods. Natural moisture content and grain size distribution tests will be conducted on soil samples. Other laboratory tests will be performed on an as-needed basis, based on the types of soils encountered.
- C. Engineering Analyses – Perform engineering analyses to address geotechnical engineering issues that may be associated with the project improvements. These include the foundation design for new buried City-owned utilities, backfill requirements, dewatering, and subgrade preparation requirements for pavement and sidewalks.
- D. Report – PanGEO will prepare a draft report which will be submitted to the City by G&O. The draft report will summarize the results of the geotechnical study and include a site map with approximate test pit locations, description of surface and subsurface conditions (soil types and groundwater levels), existing pavement thickness, design parameters, and earthwork recommendations. G&O will submit one copy of the draft report to the City for its review. Our subconsultant, PanGEO, will revise the draft report to address review comments provided by the City and/or G&O. G&O will submit three copies of the signed and stamped final report to the City.

NOTE: The geotechnical work is for geotechnical evaluation of physical soil properties only. Evaluation of contaminated materials such as soils, fill, and groundwater are specifically excluded from this task.

Task 5 – Environmental Process

Acquire the various environmental approvals and environmental clearances necessary to facilitate construction of the project. Services to include:

- A. Review the need for a shoreline permit from the City. We will prepare the critical areas land use permit and submit plans and paperwork as required by the City.

Task 6 – Permitting

Provide support required to obtain permits necessary to facilitate construction of the project. Services to include:

- A. Prepare and submit for grading and right-of-way permits from the City as necessary.
- B. Prepare traffic control plans as necessary for work in major intersections and streets.
- C. Prepare SEPA permit for City submittal.
- D. Prepare HPA permit and coordinate with WDFW.
- E. It is assumed that the new outfall can be installed above the ordinary high water mark (OHWM) and that there are no sensitive areas or wetlands in the vicinity. It is also assumed that no Army Corps of Engineers permit or Ecology permit is required.

Task 7 – 50 Percent Design

Prepare project drawings, specifications, and cost estimates of the water main improvements representing a 50 percent design effort for City review and comment. Specifications will be prepared in WSDOT format. Design will be limited to the preferred alignment developed through the 50 percent design effort. Services to include:

- A. Plans

Prepare preliminary construction plans in City -approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

B. Specifications (Draft)

Prepare draft project specifications in WSDOT format referencing the *2025 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City -approved proposal, contract, and bonding documents.

C. Quantities and Cost Estimates

Calculate bid quantities and prepare construction cost estimates.

D. Review Meeting

Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 8 – 90 Percent Design

Prepare project drawings, specifications, and cost estimates of the utility improvements representing a 90 percent design effort for City review and comment. Services to include:

A. Plans

Prepare construction plans in City-approved format to include title sheet, legend, location and vicinity maps, plan and profile sheets, special notes, special details, etc.

B. Specifications

Prepare project specifications in WSDOT format referencing the *2025 Standard Specifications for Road, Bridges and Municipal Construction*. Specifications to include City-approved proposal, contract, and bonding documents.

C. Quantities and Cost Estimates

Calculate bid quantities and prepare construction cost estimates.

D. Review Meeting

Meet with City staff as may be required to review project status and solicit concerns/comments.

Task 9 – Final Design

Prepare final design drawings and specifications for use as bid documents suitable for bidding, award, and construction of the project. Specifications will be prepared in WSDOT format, meeting minimum City and WSDOT requirements, adhering to City codes and state guidelines where and when applicable. Plans shall be prepared in City-approved format to include plan and profile sheets and special details. Services to include:

A. Final Plans

Prepare final bid/construction plans in City-approved format to include title sheet, legend, vicinity and location map, plan and profile sheets, special notes, special details, etc.

B. Specifications (Final)

Prepare final specifications in WSDOT format to include proposal, contract, bonding documents, and technical specifications.

C. Quantities and Cost Estimates

Prepare final quantity takeoff and construction-level construction cost estimate.

Task 10 – Quality Assurance/Quality Control

Oversee two, in-house, quality assurance/quality control (QA/QC) meetings at G&O's office during the course of the design project. The meetings will include senior project staff, selected design team members, and City staff (as required and/or desired). Meetings are to take place at the following levels:

A. 50 Percent Design (defined more fully in Task 7).

B. 90 Percent Design (defined more fully in Task 8).

Ensure incorporation of relevant recommendations and suggestions into bid/construction documents resulting from QA/QC reviews.

SCHEDULE

Contract Approved.....	January 2025
Data Acquisition	February 2025
Survey	February 2025
50 Percent Design	May 2025
City Review	June 2025
90 Percent Design	August 2025
City Review	September 2025

BUDGET

The maximum amount payable to the Engineer for completion of work associated with this scope of work provided in the attached Exhibit. This amount will not be exceeded without prior written authorization of the City.

PROJECT ASSUMPTIONS REGARDING CITY RESPONSIBILITIES

This scope of work and the resulting maximum amount payable is based on the following assumptions as required for the development of the project. See also item assumptions noted in the aforementioned tasks. Changes in these assumptions and responsibilities may cause a change in scope of the services being offered and result in a corresponding adjustment of the contract price.

1. This scope of work assumes that the City will provide overall coordination and approval of the project, including timely (3 weeks) review of all submittals.
2. This scope of work assumes that the City will provide Gray & Osborne with record drawings of existing utility infrastructure along the project alignment as may be available and/or pertinent to the project, upon request.
3. The City will serve as the primary point of contact and coordination with property owners if needed.
4. No bidding assistance or construction management services are provided in this scope.
5. No critical areas review is included in this scope. It is assumed that the new outfall can be installed above the ordinary high water mark (OHWM) and that there are no sensitive areas or wetlands in the vicinity. It is also assumed that no Army Corps of Engineers permit or Ecology permit is required.

EXHIBIT B

**ENGINEERING SERVICES
SCOPE AND ESTIMATED COST**

CITY OF NORMANDY PARK - 166TH STREET AND 3RD AVENUE WATER QUALITY IMPROVEMENTS

Tasks	Principal Hours	Project Manager Hours	Project Engineer Hours	Environmental Tech./ Specialist Hours	AutoCAD/ GIS Tech./ Eng. Intern Hours	Professional Land Surveyor Hours	Field Survey (2 Person) Hours
1 Project Management and Oversight	6	12					
2 Surveying		1	4		8	8	32
3 Utility Data Acquisition			2		1		
4 Geotechnical Investigation and Report	1	1	1				
5 Environmental Process		4	6	8	1		
6 Permitting		2	8	12	4		
7 50 Percent Design	4	24	48		32		
8 90 Percent Design	2	8	24		16		
9 Final Design	2	8	12		8	1	
10 Quality Assurance/Quality Control	8	6	6	2			
Hour Estimate:	23	66	111	22	70	9	32
Fully Burdened Billing Rate Range:*	\$165 to \$265	\$148 to \$265	\$130 to \$200	\$100 to \$185	\$65 to \$180	\$125 to \$208	\$200 to \$315
Estimated Fully Burdened Billing Rate:*	\$220	\$200	\$165	\$160	\$130	\$200	\$300
Fully Burdened Labor Cost:	\$5,060	\$13,200	\$18,315	\$3,520	\$9,100	\$1,800	\$9,600

Total Fully Burdened Labor Cost:	\$ 60,595
Direct Non-Salary Cost:	
Mileage & Expenses (Mileage @ current IRS rate)	\$ 70
Printing	\$ 200
Subconsultant:	
PanGEO, Inc.	\$ 12,983
Subconsultant Overhead (10%)	\$ 1,298
TOTAL ESTIMATED COST:	\$ 75,146

* Actual labor cost will be based on each employee's actual rate. Estimated rates are for determining total estimated cost only. Fully burdened billing rates include direct salary cost, overhead, and profit.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners Design Professionals Insurance Services, LLC 3697 Mt. Diablo Blvd, Suite 230 Lafayette CA 94549 License#: 6003745	CONTACT NAME: Allison Barga PHONE (A/C No. Ext): 360-626-2007 E-MAIL ADDRESS: allison.barga@assuredpartners.com	FAX (A/C, No): 360-626-2007													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: The Travelers Indemnity Company of Connecticut</td> <td>25682</td> </tr> <tr> <td>INSURER B: Travelers Property Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Indemnity Company of Connecticut	25682	INSURER B: Travelers Property Casualty Company of America	25674	INSURER C: Travelers Casualty and Surety Company	19038	INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: The Travelers Indemnity Company of Connecticut	25682														
INSURER B: Travelers Property Casualty Company of America	25674														
INSURER C: Travelers Casualty and Surety Company	19038														
INSURER D:															
INSURER E:															
INSURER F:															


COVERAGES **CERTIFICATE NUMBER:** 792316432 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> OCP/XCU/BFPD <input checked="" type="checkbox"/> Separation Instds GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6808N74449A	9/10/2024	9/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA8P536892	9/10/2024	9/10/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP8N747012	9/10/2024	9/10/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			6808N74449A	9/10/2024	9/10/2025	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER WA Stop Gap E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab: Claims Made Pollution Liab: Occurrence Form			105339819	9/10/2024	9/10/2025	\$1,000,000 Per Claim \$1,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Umbrella Policy is follow form to its underlying Policies: General Liability/Auto Liability/Employers Liability.
 Re: 166th Street and 3rd Ave Water Quality Improvements.
 City of Normandy Park is an additional insured per the attached. General Liability is Primary/Non-Contributory per the attached. 30 days Notice of Cancellation per the attached.

CERTIFICATE HOLDER**CANCELLATION**

City of Normandy Park Attn: Accounts Payable 801 SW 174th Street Normandy Park WA 98166	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent

required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph e. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement

between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.



Normandy Park City Council Meeting

Meeting Date: December 10, 2024

Agenda Category: New Business

Agenda Bill #: 1168

SUBJECT: Approval of the City of Normandy Park 2025 Legislative Agenda

ATTACHMENT(S):

- Draft 2025 Legislative Agenda

PRESENTED BY: Amy Arrington, City Manager

REVIEWED BY: City Manager and Staff

STAFF EXPLANATION:

Working with other legislative bodies and expressing the city's priorities helps move the city's goals forward. Therefore, the City Council approves a Legislative Agenda each year to express its priorities for the upcoming year.

FISCAL CONSIDERATIONS:

There is no direct or expected impact in 2025 on the City of Normandy Park biennial budget.

OPTIONS:

1. Approve the Proposed Legislative Agenda as presented.
2. Refer to staff for additional revisions.
3. Take no action.

RECOMMENDED MOTION:

"I move to approve the 2025 Legislative Agenda as presented."

City of Normandy Park Legislative Agenda 2025 - Draft

Adopted by the City Council XXX



Normandy Park
Est. 1953

PUBLIC SAFETY

Provide more resources and tools to cities and towns to address public safety and criminal justice challenges. Help cities hire new officers by covering 100% of the cost of attending the Basic Law Enforcement Academy (BLEA) and continue to expand existing—and create new—regional BLEA academies. Increase support for public safety and the overall criminal justice system with additional funding for the Municipal Criminal Justice Assistance Account and enhanced local funding tools like the public safety sales tax. Increase programs to reduce juvenile crime and provide more juvenile behavioral health treatment and correctional capacity. Continue to support our officers and other first responders with wellness and injury prevention programs.

REVISE PROPERTY TAX CAP

Revise the arbitrary 1% property tax cap that has been in place for more than 20 years. Adopt a new cap tied to inflation and population growth factors, with a limit not to exceed 3%. This will allow local elected officials the option to adjust the local property tax rate to serve our communities better and keep up with the costs of providing basic services like police, fire, streets, and valued community amenities like parks.

BEHAVIORAL HEALTH RESOURCES

Greater access to the entire continuum of behavioral health services and substance use disorder (SUD) treatment for adults and juveniles, including crisis treatment, inpatient, intensive outpatient, and ongoing behavioral and mental health treatment and SUD treatment. This includes, but is not limited to, support to improve workforce and staffing issues at community treatment centers, and additional state funding for establishing and expanding treatment facilities.

ENVIRONMENTAL

Support core salmon recovery programs within the Capital Budget. Support state funding to repair and replace fish-blocking locally owned culverts.

Address the environmental impact of the SeaTac International Airport by making tangible progress toward identifying additional regional airport capacity in the next three years, sustain existing State programs to enhance air quality, maintain and expand the Sustainable Aviation Fuel (SAF) production and use in Washington,

TRANSPORTATION

Normandy Park asks for support as the SR 509 Completion Project moves forward. Improvements are needed to this section of roadway in Normandy Park as it transitions to a safe and effective local multi-modal roadway. Improvements should focus on safety and mobility.



Normandy Park City Council Meeting

Meeting Date: December 10, 2024

Agenda Category: New Business

Agenda Bill #: 1169

SUBJECT: Discussion of the Proposed Sports Courts.

ATTACHMENT(S):

- None

PRESENTED BY: Amy Arrington, City Manager

REVIEWED BY: City Manager and Staff

STAFF EXPLANATION:

At its November meeting, the City Council approved the design work for the projects planned for 2025. Part of this approval included the design of three sports courts at City Hall Park. During the discussion, the City Council requested that staff contact residents for input on the proposed project.

Staff would like to update the City Council on the feedback received. Afterward, residents were invited to the meeting to share their thoughts with the City Council.