



**CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, AUGUST 12, 2025**

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

<https://us06web.zoom.us/j/86445005146>

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. 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."

- 4 - 11 a. Approval of an Interlocal Agreement with Enumclaw Jail Services - Dan Yourkoski, Police Chief
- 12 - 13 b. Resolution No. 1022 Proclaiming the City Council's Support of the City Employee Wellness Fund - Dan Yourkoski, Police Chief
- 14 - 45 c. Meeting Minutes dated June 25th 2024, September 24th 2024, October 8th 2024, October 22nd 2024, November 12th 2024, December 10th 2024, and July 22nd 2025.

- 46 - 55 d. Claims and Payroll Voucher Summary and Detail AP Claims Check 64775 through 64823, EFT 04/15/25 through EFT 07/30/25, AP Claims Check 64832 through 64861, in the amount of \$224,842.65 And Payroll Check 64759 through 64774, Payroll QTR 1 EFT LNI, PFML, LTC, Payroll QTR 2 EFT LNI, PFML, LTC, Payroll Check 64824 through 64831, Payroll Check 64862 through 64863, in the amount of \$396,905.20

VI. REPORT OF OFFICERS

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

VII. NEW BUSINESS

- 56 - 69 a. Approval of a Contract with Haley & Aldrich, Inc. for Stormwater Planning Assistance - Jessie Medrow, Stormwater Coordinator
- 70 - 77 b. Award the abatement and demolition contract for the property located at 17522 13th Ave SW - Ken Courter, Public Works Director
- 78 - 82 c. Approval of the Transportation Improvement Board Grant Applications - Ken Courter, Public Works Director
- 83 - 87 d. Ordinance No. 1078 Amending Chapter 4.02.040 of the Normandy Park Municipal Code to modify the Business License Threshold Amount for Businesses Outside Limits - Amy Arrington, City Manager
- 88 - 93 e. Ordinance No. 1079 Amending Chapter 10.48 of the Normandy Park Municipal Code to adopt additional regulations regarding utilities on City Right-of-Way - Ken Courter, Public Works Director
- 94 - 99 f. Ordinance No. 1080 Regarding Motorized Scooters and Bikes Operated by Minors in the City of Normandy Park - Dan Yourkoski, Police Chief
- 100 - 168 g. Acceptance of the City Hall Building Evaluation - Ken Courter, Public Works Director
- 169 - 171 h. Proclamation Regarding Homelessness Policy in the City of Normandy Park - Eric Zimmerman, Mayor

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

IX. EXECUTIVE SESSION

"I move to go into Executive Session for 30 minutes for the purpose of discussion with legal counsel about legal risks of current or proposed action pursuant to RCW 42.30.110(1)(i), and there will be no further business."

X. ADJOURN

Requested Council Action: M/S to adjourn by 10:00 p.m. per NPMC 2.02.020(a). The next City Council Study Session is scheduled for August 26, 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: August 12, 2025

Agenda Category: Consent Agenda

Agenda Bill #: 1255

SUBJECT: Enumclaw City Jail Contract Interlocal Agreement (ILA).

ATTACHMENT(S):

1. Interlocal Agreement

PRESENTED BY: Amy Arrington, City Manager

RECOMMENDED BY: Dan Yourkoski, Chief of Police

REVIEWED BY: City Manager and City Attorney

STAFF EXPLANATION:

This ILA provides an alternative to some of our more expensive local jail contracts. This facility would be used for long-term commitments (more than 20 days) who no longer have any court appearances. This alternative would give us another facility with bed space for female inmates, which can be exceptionally challenging to find.

FISCAL IMPACT AND POTENTIAL BENEFITS OR CONSEQUENCES:

Approving the ILA will allow the City of Normandy Park to realize cost savings on our long-term inmate commitments by placing them in a facility less expensive than current options. There is no cost to Normandy Park except when our inmates are physically housed by Enumclaw. This provides us with another option in today's challenging confinement environment. Per the ILA, the cost for inmates shall be \$140 per day, per bed/inmate, effective beginning August 1st, 2025, through December 31st, 2026.

COUNCIL OPTIONS:

1. Authorize signing of the Interlocal Agreement.
2. Refer to staff for further review.
3. Take no action.

RECOMMENDED MOTION:

"I move to authorize City Manager Arrington to sign the Interlocal Agreement as presented with the City of Enumclaw for jail services."

INTERLOCAL AGREEMENT BETWEEN THE CITY OF ENUMCLAW, WASHINGTON
AND THE CITY OF NORMANDY PARK, WASHINGTON

FOR THE HOUSING OF INMATES IN THE ENUMCLAW CITY JAIL

THIS INTERLOCAL AGREEMENT is dated effective this 1st day of August, 2025 by and between the City of Normandy Park, Washington, a Municipal Corporation, and the City of Enumclaw, Washington, a Municipal Corporation, each party having been duly organized and now existing under the laws of the State of Washington.

WITNESSETH:

WHEREAS, the Chief of Police for the City of Enumclaw (hereinafter "Enumclaw") is authorized by law to have charge and custody of the City of Enumclaw Jail (hereinafter "Enumclaw Jail"); and

WHEREAS, the City Manager for the City of Normandy Park (hereinafter "City of Normandy Park") is authorized by law to have charge and custody of City of Normandy Park prisoners or inmates; and

WHEREAS, City of Normandy Park wishes to designate the Enumclaw Jail as a place of confinement for the incarceration of one or more inmates lawfully committed to its custody; and

WHEREAS, Enumclaw desires to accept and keep in its custody such inmate(s) in the Enumclaw Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, RCW 39.34.08 and other Washington law, as amended, authorizes any city to enter into an interlocal agreement to permit another city to perform any governmental service, activity or undertaking which either city is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into the Agreement as authorized and provided for by RCW 39.34.080 and other Washington law, as amended;

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration, the parties hereto agree as follows:

1. JAIL AVAILABILITY

Enumclaw agrees to house City of Normandy Park inmates on a "first come, first served" or "space available" basis.

2. COMPENSATION

(a) Rates. The cost of Enumclaw's care of all City of Normandy Park inmates herein shall be \$140.00 per day, per bed/inmate, effective beginning August 1st, 2025, through December 31st, 2026. The parties agree that Enumclaw will not charge a separate booking fee in addition to such rates.

(b) Billing and payment. Enumclaw agrees to provide City of Normandy Park with an itemized bill listing all names of inmates who are housed, the case/citation number, the number of days housed (including the date of booking and date of release), and the dollar amount due for each. Enumclaw agrees to provide said bill by the 10th of each month. City of Normandy Park agrees to make payment to Enumclaw within thirty (30) days of receipt of such bill for the amount billed for the previous calendar month.

3. DURATION OF INMATE STAY/TYPES OF INMATES

At the time a person is presented to the Enumclaw Jail for booking by a City of Normandy Park officer, the Enumclaw corrections staff will determine whether the suspect and/or prisoner will be accepted for booking. Enumclaw reserves the right, in its sole discretion, to not accept persons injured, extremely ill, or exhibiting behavior that presents an obvious danger to the staff or other inmates. In the event a prisoner is not accepted for booking, Enumclaw shall provide written notice (email is acceptable) to the City of Normandy Park Jail Coordinator indicating why the booking was declined.

(a) Duration of Inmate Stay. The parties agree that the maximum length of stay per inmate, including pre-and post-trial, may not exceed 365 consecutive calendar days per misdemeanor sentence.

(b) Types of Inmates accepted by Enumclaw Jail. City of Normandy Park may not book violent felons into the Enumclaw Jail. "Violent felon" is defined as any person being held for suspicion, warrant, or arrest for any felony crime against a person. City of Normandy Park may book nonviolent felons for a one-night stay provided the City of Normandy Park transports any such nonviolent felons the following day to another jail facility.

(c) Collection of insurance information. Enumclaw agrees to collect medical insurance information from inmates when they are booked into the Enumclaw Jail pursuant to RCW 70.48.130.

4. RIGHT OF INSPECTION

City of Normandy Park shall have the right to inspect, at all reasonable times, all of the Enumclaw Jail in which City of Normandy Park's inmates are confined in order to determine if such jail maintains standards of confinement acceptable to City of Normandy Park and that such inmates therein are treated equally regardless of race, religion, color, creed or national origin; provided, however, that Enumclaw shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

5. FURLOUGHS, PASSES, AND WORK RELEASE

Enumclaw agrees that no early releases or alternatives to incarceration, including furloughs, passes, work crews, electronic home detention, or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court. Provided, Enumclaw shall be under no obligation to allow furloughs, passes, work crews, electronic home detention or work release.

6. INMATE ACCOUNTS AND VALUABLES

(a) Enumclaw shall establish and maintain an account for each inmate received from City of Normandy Park and shall credit to such account all money which is received and shall make disbursements, debiting such accounts in accurate amounts for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. At either the termination of this Agreement, the inmate's death, or return to either City of Normandy Park or indefinite release to the court, the inmate's money shall be transferred to the inmate's account in care of City of Normandy Park. Upon release from incarceration, Enumclaw shall return any remaining money to the prisoner.

(b) Enumclaw shall receive and store property for City of Normandy Park inmates. The property shall fit in a property bag such as a paper grocery bag or small clear plastic bag.

7. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Enumclaw to confine the inmate or inmates; to provide treatment, including the furnishing of subsistence and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Enumclaw, or any of its agents, to provide treatment, facilities or programs for any inmates confined pursuant to

this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement, or which are not otherwise required by law.

8. MEDICAL SERVICES

(a) Inmates from City of Normandy Park shall receive and Enumclaw shall arrange for such medical, psychiatric and dental treatment as may be necessary to safeguard their health while housed in the Enumclaw Jail and shall notify City of Normandy Park prior to any consultation for non-emergency outside services. Except for in-house routine minor medical services that can be treated by Enumclaw Jail staff, City of Normandy Park shall pay directly or reimburse Enumclaw for all costs associated with the delivery of any medical, psychiatric and/or dental services provided to City of Normandy Park inmates; provided that City of Normandy Park has the option to remove inmates, if at City of Normandy Park's discretion, it believes that another jail would be more appropriate for addressing the inmate's medical needs.

(b) Enumclaw shall keep adequate records of all such services and said records shall be available for City of Normandy Park's review at its request.

(c) Except in emergencies, City of Normandy Park will be notified by contacting the City of Normandy Park Police Department, Sergeant Shawn Hayes, at (206) 248-8282 (office) or (206) 484-3284 (cell) during duty and non-duty hours prior to the inmate's transfer to the hospital. Nothing herein shall preclude City of Normandy Park from retaking the ill or injured inmate(s). Any emergency medical, psychiatric, or dental services shall be reported to City of Normandy Park as soon as time permits.

(d) If inmates held on City of Normandy Park charges are transported to a local hospital facility, the short-term security of said inmates shall be the responsibility of the City of Enumclaw. Short term security is defined as less than three (3) hours.

9. DISCIPLINE

Enumclaw shall have physical control over and power to execute disciplinary authority over all City of Normandy Park inmates. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by the Laws of the State of Washington.

10. RECORDS AND REPORTS

Enumclaw shall keep all necessary and pertinent records concerning City of Normandy Park inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in the Enumclaw Jail, City of Normandy Park shall upon request be entitled to receive and be furnished with copies of any report or record associated with said inmate(s) incarceration.

11. REMOVAL FROM THE JAIL

A City of Normandy Park inmate legally confined in the Enumclaw Jail shall not be removed there from by any person without written authorization from City of Normandy Park or by order of any court having jurisdiction. Enumclaw agrees that no early releases or alternatives to incarceration, including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate for medical, dental, psychiatric treatment or other catastrophic condition presenting an imminent danger to the safety of the inmate or to other inmates or Enumclaw Jail personnel. In the event of any such emergency removal, Enumclaw shall inform City of Normandy Park of the whereabouts of the inmate or inmates so removed, at the earliest practicable time, and shall exercise all reasonable care for the safekeeping and custody of such inmate or inmates.

12. ESCAPES

In the event any City of Normandy Park inmate shall escape from Enumclaw's custody, Enumclaw will use all reasonable means to recapture the inmate. The escape shall be reported immediately to City of Normandy Park. Enumclaw shall have the primary responsibility for and authority to file escape charges and direct the pursuit and retaking of the inmate or inmates within its own jurisdiction. Any cost in connections

therewith shall be chargeable to and borne by Enumclaw; however, Enumclaw shall not be required to expend unreasonable amounts to pursue and return inmates from other states or other countries.

13. DEATH OF AN INMATE

(a) In the event of the death of a City of Normandy Park inmate, the King County Coroner shall be notified. City of Normandy Park shall receive copies of any records made at or in connection with such notification.

(b) Enumclaw shall immediately notify City of Normandy Park of the death of a City of Normandy Park inmate, furnish information as requested and follow the instructions of City of Normandy Park with regards to the disposition of the body. The body shall not be released except on written order of the appropriate officials of City of Normandy Park. Written notice pertaining to the release shall be provided within three weekdays of receipt by City of Normandy Park of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by City of Normandy Park. With City of Normandy Park's consent, Enumclaw may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by City of Normandy Park. The provisions of this paragraph shall govern only the relations between or among the parties hereto and shall not affect the liability of any relative or other person for the disposition of the deceased or for any expenses connected therewith.

(c) City of Normandy Park shall receive a certified copy of the death certificate for any of its inmates who have died while in Enumclaw's custody.

14. REMOVING OF INMATES

Upon request from Enumclaw, City of Normandy Park shall, at its expense, remove any City of Normandy Park inmate not meeting the intake criteria outlined in part 3 above, within (4) hours after receipt of such request. In the event the confinement of any City of Normandy Park inmate is terminated for any reason, City of Normandy Park shall, at its expense, retake such inmate from the Enumclaw Jail. In the event Enumclaw requests a prisoner be removed, Enumclaw shall provide written notice (email is acceptable) to the City of Normandy Park Jail Coordinator indicating why Enumclaw requested removal of the Inmate.

15. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Washington shall govern in any matter relating to an inmate(s) confined pursuant to the Agreement.

16. DURATION

This Agreement shall enter into full force and effect from June 1, 2018 and renew automatically annually, subject to earlier termination as provided by Section 17 herein. Nothing in the Agreement shall be construed to require City of Normandy Park to house inmates in the Enumclaw Jail continuously.

17. TERMINATION

(a) By either party. This Agreement may be terminated by written notice from either party to the office of financial management and the other party delivered by regular mail to the contact person identified herein, provided that termination shall become effective ninety (90) working days after receipt of such notice. City of Normandy Park agrees to remove any inmate(s) from the Enumclaw Jail by the close of said ninety (90) day notice period. Notice shall state the grounds for termination and the specific plan for accommodating the affected inmates.

(b) By City of Normandy Park due to lack of funding. The obligation of City of Normandy Park to pay Enumclaw under the provision of this Agreement beyond the close of the current fiscal year (December 31, 2026) is expressly made contingent upon the appropriation, budgeting availability of sufficient funds by City of Normandy Park. In the event that such funds are not budgeted, appropriated or otherwise made available for the purpose of payment under this Agreement at any time after December 31, 2026, then City of Normandy Park shall have the option of terminating the Agreement upon written notice to Enumclaw as provided in subsection

17(a), except that all services provided to that point shall be compensated at the agreed rate. The termination of this Agreement for this reason will not cause any penalty to be charged to City of Normandy Park.

(c) In the event of termination of this Agreement for any reason, City of Normandy Park shall compensate Enumclaw for prisoners housed by Enumclaw after notice of such termination until City of Normandy Park retakes its inmates. Compensation shall be paid in the same manner and at the same rates set forth under Section 2, just as if this agreement had not been terminated.

18. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

City of Enumclaw: Enumclaw Police Department
1705 Wells Street
Enumclaw, Washington 98022

Contact Person: Tim Floyd, Chief of Police

City of Sample: Normandy Park Police Department
801 SW 174th Street
Normandy Park, Washington 98166

Contact Person: Dan Yourkoski, Chief of Police

19. HOLD HARMLESS AND INDEMNIFICATION

Enumclaw will assume the liability for the custody and care of City of Normandy Park prisoners once they are in the custody of Enumclaw. Enumclaw shall defend, indemnify and hold City of Normandy Park, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with Enumclaw’s performance of this Agreement to the extent that said claims, injuries, damages, losses or suits, including reasonable attorney fees, are caused by or result from the wrongful actions of Enumclaw.

Enumclaw will assume no liability for the custody and care of City of Normandy Park prisoners when they are not in the custody of Enumclaw. City of Normandy Park shall defend, indemnify and hold Enumclaw, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including reasonable attorney fees, arising out of or in connection with City of Normandy Park’s performance of this Agreement to the extent that said claims, injuries, damages, losses or suits, including reasonable attorney fees, are caused by or result from the wrongful actions of City of Normandy Park. In addition, City of Normandy Park shall defend, indemnify and hold Enumclaw harmless for any and all claims, injuries, damages, losses or suits, including reasonable attorney fees, arising out of or in connection with any and all allegations of false arrest or false imprisonment.

It is further specifically and expressly understood that the indemnification provided herein constitutes the parties' 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.

20. INSURANCE REQUIREMENTS

(a) Each party agrees to provide the other with evidence of insurance coverage, in the form of a certificate of insurance coverage from a solvent insurance provider and/or a letter confirming coverage from a solvent insurance pool, which is sufficient to address the insurance and indemnification obligations set forth in this Agreement;

(b) Each party shall obtain and maintain throughout the term of this agreement coverage in the minimum liability limits of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) in the

aggregate for its liability exposures, including commercial general liability, errors and omissions, automobile liability and police professional liability. Liability coverage shall be provided on an occurrence basis.

(c) The coverage evidenced in Section 20(b) may not be sufficient to cover all liability losses and related claim settlement expenses. Evidence of these limits of coverage does not relieve the City of Enumclaw from liability for losses and settlement expenses greater than these limits.

21. MISCELLANEOUS

(a) City of Normandy Park prisoners incarcerated in the Enumclaw Jail pursuant to this Agreement shall be transported to Enumclaw by and at the expense of City of Normandy Park and shall be returned, if necessary, to City of Normandy Park by City of Normandy Park personnel and at City of Normandy Park's expense. Enumclaw is not responsible for transportation of City of Normandy Park prisoners under this Agreement and shall be reimbursed by City of Normandy Park for any actual expenses incurred in transport of an inmate if, in fact, transportation of an inmate by Enumclaw becomes necessary.

(b) A copy of this agreement, once executed, will be filed with King County and Pierce County, as required by RCW 39.34.040.

(c) This Agreement replaces and supersedes all prior agreements between the Parties relating to jail services.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties hereto. Either party may request amendments to this Agreement. Proposed amendments which are mutually agreed upon shall be incorporated by written amendment hereto.

23. ATTORNEY'S FEES Each party shall be responsible for its own attorney and legal fees in any legal proceeding brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement.

24. SEVERABILITY

If, for any reason, any part, term or provision of this Agreement is held by a court of competent jurisdiction to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

CITY OF NORMANDY PARK

CITY OF ENUMCLAW

Amy Arrington, City Manager

Chris Searcy, City Administrator

Dan Yourkoski, Chief of Police

Tim Floyd, Chief of Police

ATTEST:

ATTEST:

Erin Smith, City Clerk

Jessica Rose, City Clerk

Approved as to Form:

Approved as to Form:

Heidi Greenwood, City Attorney

Brett Vinson, City Attorney



Normandy Park City Council Meeting

Meeting Date: August 12, 2025

Agenda Category: Consent

Agenda Bill #: 1253

SUBJECT: Resolution No. 1022 Proclaiming the City Council's support of the City Employee Wellness Program.

ATTACHMENT(S):

1. Resolution No. 1022

PRESENTED BY: Dan Yourkoski, Police Chief

RECOMMENDED BY: Dan Yourkoski, Police Chief

REVIEWED BY: City Manager

STAFF EXPLANATION:

This resolution reaffirms the City Council's commitment to the city's employee wellness program, as it has previously on at least two other occasions.

FISCAL CONSIDERATIONS:

This resolution, in conjunction with other criteria provided by WCIA, allows the city to save up to 2 percent in insurance costs.

COUNCIL OPTIONS:

1. Adopt Resolution No. 1022 as presented.
2. Adopt Resolution No. 1022 with specified changes.
3. Refer to staff for further review.
4. Take no action.

RECOMMENDED MOTION:

"I move to approve Resolution No. 1022 as presented."

**CITY OF NORMANDY PARK
RESOLUTION NO. 1022**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORMANDY PARK, WASHINGTON, REAFFIRMING THEIR SUPPORT OF THE CITY EMPLOYEE WELLNESS PROGRAM.

WHEREAS, the City Council desires to reaffirm Resolution 976 dated July 13th, 2021, Resolution 921 dated September 12, 2017, and Resolution 821, dated November 10, 2009.

WHEREAS, the City Council of Normandy Park recognizes that employee health is related to lifestyle choices and many illnesses and injuries can be prevented by positive individual health practices; and

WHEREAS, the City Council of Normandy Park recognizes that improvements to employee health are achievable through active workplace health promotions, programs, and activities; and

WHEREAS, the City Council of Normandy Park further recognizes this program increases participants' awareness of healthy lifestyles and well-being by providing activities, materials, and information to help motivate participants to maintain or make positive health behavior choices; and

WHEREAS, the City Council of Normandy Park supports the Employee Wellness Program, which aims to prevent illnesses and injuries, promote healthy lifestyle choices, improve morale, reduce absenteeism, lower healthcare costs, and enhance productivity and performance. This resolution, in conjunction with other criteria provided by WCIA, allows the City to save up to 2 percent on insurance costs.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORMANDY PARK, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

The City Council expresses support of the City of Normandy Park Wellness Program.
PASSED BY THE CITY COUNCIL OF THE CITY OF NORMANDY PARK, WASHINGTON, THIS 12TH DAY OF August 2025, and SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 12TH DAY OF August 2025.

Eric Zimmerman, Mayor

Erin Smith, City Clerk

I. Call To Order

Mayor Eric Zimmerman called the Normandy Park City Council Study Session meeting to order on Tuesday, June 25, 2024, at 7:00 PM.

II. Roll Call

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

Council Member Jack Lamanna was not present.

Motion Councilmember McEvoy moved to excuse Councilmember Jack Lamanna. The motion was seconded by Deputy Mayor Hohimer. After brief discussion about whether excusals were necessary for Study Sessions, the motion passed 6-0.

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

III. Review The Agenda Items For The Upcoming Meeting (No Action Was Taken On These Items)

Mayor Zimmerman noted that the agenda items for this study session were not related to the upcoming regular city council meeting, but rather informational and educational items that would likely be on future agendas.

The Council discussed canceling the July 9th regular city council meeting due to lack of agenda items.

Motion Deputy Mayor Hohimer moved to cancel the July 9th regular city council meeting. The motion was seconded by Councilmember West.

The motion passed 5-1 with an abstention from Councilmember McEvoy.

Mayor Zimmerman encouraged Councilmembers to instead attend the July 17th Parks Commission meeting at 7 PM to discuss a potential sports court project.

IV. Council Item

a. Councilmember Bishoff introduced the topic of term limits for City Council positions in Normandy Park. He suggested considering limits of 2-3 terms (8-12 years total) to encourage new people and fresh ideas on the council. Bishoff noted this was not targeted at any current members but was a philosophical question about governance.

Several Councilmembers expressed concerns about term limits:

- Councilmember McEvoy argued they were unnecessary for volunteer positions and would lose valuable institutional knowledge.

- Councilmember West felt it should be up to voters to decide, not an artificial barrier, and that it could discourage dedicated volunteers.
- Deputy Mayor Hohimer appreciated discussing the topic but felt the current system was working well without term limits.
- Mayor Zimmerman raised concerns about potential "bad actors" taking office if experienced members were term-limited out.

Councilmember Healey saw potential value in term limits to encourage new participation but suggested a compromise of requiring members to take one term off before running again.

After extensive discussion, there was not enough support to move forward with proposing term limits at this time. Mayor Zimmerman suggested individual Councilmembers could explore the topic further with staff if interested.

b. Mayor Eric Zimmerman and Police Chief Dan Yourkoski presented an overview of Normandy Park's Comprehensive Emergency Management Plan (CEMP). Key points included:

- The plan is due for state review in 2026, not 2024 as previously thought.
- Municipal code chapter 2.36 outlines emergency management requirements and authority.
- The city has adopted the National Incident Management System for potential reimbursements.
- Councilmembers were encouraged to take online Incident Command System (ICS) training courses.
- The CEMP needs various updates, including current census data and facility information.

Police Chief Yourkoski emphasized the importance of being prepared before emergencies occur. Councilmembers discussed the value of in-person training simulations and potentially creating "roll kits" with key procedures for council roles during emergencies.

c. Discuss The Recent Change To Vehicle Pursuits: What Will The Impact Be To Normandy Park, And What Are We Asking Of Our Officers? What Is The Nature Of Policies In Nearby Jurisdictions, And Will Variances Matter For Us? - Eric Zimmerman, Mayor

Police Chief Yourkoski outlined recent changes to state law regarding police vehicle pursuits:

- As of June 6th, police can now pursue any law violation, reversing previous restrictions.
- Normandy Park is taking a conservative approach, proposing to allow pursuits only for felonies, not minor traffic infractions.
- Supervisors will have discretion to authorize pursuits outside normal policy if the need outweighs public risk.
- The department's limited number of patrol vehicles is a factor in the conservative policy.

- Officers receive annual emergency vehicle operation training.

Police Chief Yourkoski noted that the policy change is already impacting driver behavior, with more people pulling over when signaled. He emphasized the department will monitor the impacts and can adjust the policy as needed.

d. Mayor Eric Zimmerman and Police Chief Yourkoski discussed the upcoming Johnson V Grants Pass Ruling, and the potential for impact To Normandy Park and nearby municipalities. Police Chief Yourkoski reported that the ruling on the Grants Pass case regarding homelessness policies has not yet been issued. He did not anticipate major direct impacts on Normandy Park but noted it could significantly affect nearby cities like Burien.

Mayor Zimmerman discussed potential legislative responses:

- A local state representative plans to introduce legislation codifying the previous Ninth Circuit ruling if the Supreme Court rules in favor of cities.
- Normandy Park may join other cities in the legislative district to meet with state lawmakers and oppose this potential legislation.
- The Sound Cities Alliance is working to develop a municipal policy framework as an alternative approach.

The Council expressed support for the Mayor and City Manager to represent Normandy Park in these discussions. They emphasized the importance of being proactive in developing a coalition and municipal approach before the next legislative session.

Police Chief Yourkoski provided additional updates:

- Ted Boe is now the police chief of Des Moines.
- Preliminary crime statistics show a nearly 13% decrease in Normandy Park for 2023, better than surrounding communities.
- The city is moving forward with installing Flock cameras at key locations to help prevent crime.

V. Adjournment

Motion Deputy Mayor Hohimer moved to adjourn the meeting. The motion was seconded by Councilmember Healey.

The motion passed 6-0. Meeting adjourned at 9:01 PM.

Eric Zimmerman, Mayor

Erin Smith, City Clerk

I. Call To Order & Flag Salute At 7:00 P.M.

Mayor Eric Zimmerman called the meeting to order, and Chief Dan Yourkoski led the flag salute.

II. Roll Call

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

Absent: Councilmember Mike Bischoff.

Motion Councilmember West made a motion to excuse Councilmember Bishoff and was seconded by Councilmember Healey. The motion carried 6-0.

Staff Present: City Manager Amy Arrington, Police Chief Dan Yorkoski, Public Works Director Ken Courter, Community Development Director Nicholas Matz, and City Clerk Erin Smith.

III. Approval Of The Agenda

City Manager Amy Arrington requested the addition of two items to the agenda: SmartGov contract renewal and a new contract for Placer.ai.

Motion Deputy Mayor Hohimer made a motion and was seconded by Councilmember McEvoy to approve the agenda as amended, adding these items as G and H under the New Business section. The motion carried 6-0.

IV. New Business

a. Award Of Abatement Demolition Contract With Skycorp LTD To Demolish Property At 17622 12th Ave SW

Ken Courter, Public Works Director, presented the bid results for the Salmon View Park demolition project. He reported that out of 9 bids received, 6 were responsive. The engineer's estimate was approximately \$80,000, and the recommended proposal from Skycorp Ltd. came in at \$68,544. Ken reminded the Council that this project is fully funded through a Cooperative Watershed Management grant from King County.

Motion was made by Councilmember Healey, "I move to authorize City Manager Arrington to sign the abatement and demolition contract with Skycorp Ltd as presented." Councilmember McEvoy seconded the motion. The motion carried 6-0.

b. Ordinance No. 1067 Stormwater Rate Adjustment

Ken Courter explained that the ordinance before the council was to adjust stormwater rates for 2025 and 2026 by 3% per year to keep up with CPI adjustments. He noted that in 2023 and 2024, the council had approved significant rate adjustments to catch up with where the rates should be, including strategic reserves and equipment replacement funds.

Motion Councilmember Healey, "I move to adopt Ordinance No. 1067 as presented in review second reading." Councilmember West seconded the motion.

During discussion, Councilmember McEvoy raised concerns about unintended consequences of the stormwater utility fee on small, non-buildable lots. He noted that some property owners were seeing significant increases in their fees compared to their property taxes. Public Works Director Ken Courter acknowledged these concerns and mentioned that this specific issue would be addressed under agenda item 8a.

After discussion the motion carried with 6-0.

V. Review Of Agenda Items

Mayor Eric Zimmerman informed that City Manager Amy Arrington requested to add two items to the agenda. A motion was made to approve adding two additional items to the agenda. Item G SmartGov Contract Renewal and Item H Pacer AI Contract

Motion by Deputy Mayor Hohimer, "I move to amend the review of the agenda to include items G and Item H." Seconded by Councilmember Shawn McEvoy. The motion passed 6-0.

a. City Manager Arrington presented the contract renewal for 575 Inc., highlighting the successful partnership and the company's role in website management and creative services. She noted that the cost for services would remain the same for the upcoming year at \$17,500. Council members asked questions about the contract duration, total cost, and any additional fees for services outside the basic website management.

b. Project Acceptance Of 2023 Storm And Sidewalk Projects

Public Works Director Ken Courter discussed the project acceptance of 2023 storm and sidewalk projects and addressed Ordinance No. 1067 2nd reading amending the Normandy Park Municipal Code Chapter 13.28 to adjust the stormwater fees. He explained that the 2023 projects, including the sidewalk on First Avenue, had been completed. He requested council acceptance of the project as completed to allow for closing out with agencies and releasing the contractor's retention. Councilmembers inquired about the final cost, which Ken estimated to be around \$735,000, noting there were some cost overruns due to various issues.

c. Ordinance No. 1067 Amending Normandy Park Municipal Code Chapter 13.28 Adjusting Stormwater Utility Fees 2nd Reading. This item was discussed under item b.

d. Chief Dan explained Ordinance No. 1068 repeals and replaces the current Normandy Park Municipal Code Section 7.32.060 amending Chapter 7.32 Fireworks 2nd reading. He informed that the only change in this ordinance was to the penalty structure. The first offense in a 2-year period would result in a \$250 fine, the second offense a \$500 fine, and only on the third offense within a 2-year period would it become a misdemeanor. Councilmembers discussed enforcement challenges and the potential impact on park usage.

e. Public Works Ken Courter explained during a second reading of Ordinance No. 1069 would add a new section 10.48.015 to the Normandy Park Municipal Code to exempt the city from obtaining right-of-way permits for work within the right-of-way. He noted that necessary documents and insurance are already handled through contracts.

f. Development Director Nicholas Matz, explained that Ordinance No. 1070 would repeal Title 11 and adopt the RCW standards for local improvements. He noted that this change was prompted by recent experiences with a petition for guardrail installation and the realization that the current code needed updating.

g. Community Development Director Nicholas Matz presented the three-year renewal contract for SmartGov, now owned by Granicus. He explained that after exploring other options, staff found SmartGov to be the best fit for Normandy Park's needs. The contract renewal would be approximately \$58,000 over the three-year period.

h. Community Development Director Nicholas Matz introduced Placer.ai as a new software subscription and dashboard that collects and reports on economic data. He explained that this tool would help answer questions brought by the Economic Development Committee about the state of economic development in the city. The proposed contract was for two years at \$17,000 per year.

VI. Goal Update

a. City Manager Arrington presented a new format tracking and updating council on the work being done towards goals established in April. She proposed that for future Study Sessions, staff would update the document and include it in the packet for council review. She encouraged councilmembers to bring questions, comments, and concerns about any items moving slowly or needing more attention.

VII. Staff Item

a. Public Works Director Ken Courter reported improvements in Waste Management's contract compliance, including better call center statistics and vehicle age compliance. He then presented six areas where staff or Waste Management proposed amending the contract:

- Inclement weather requirements
- Monthly reporting of tipping fee costs
- Disposal of garbage outside King County's network
- Rate modification calculation
- Use of performance fees collected
- Short-term rental regulations

Councilmembers discussed these proposed changes and their potential impacts.

b. Community Development Director Nicholas Matz presented the draft development regulations implementing policies for the Normandy Park 2044 Periodic Update. He outlined nine amendments, seven of which were mandated by the state. Key points included:

- Allowing duplex development
- Accessory dwelling units (ADU's)
- Naturally occurring affordable housing
- Innovative development tools
- Religious organization redevelopment

- Aligning definitions for household and family with state laws
- Implementing SB 5290 (permit timelines)
- Updating SEPA implementation
- Revising short-term rental regulations

Councilmembers asked questions and expressed concerns about various aspects of the proposed changes, particularly regarding potential impacts on the community's character and environment.

Council Item

a. City Manager Amy Arrington and Public Works Director Ken Courter presented the current stormwater rate structure and discussed potential changes to address concerns raised by council members, particularly regarding small, non-buildable lots. They explained the challenges of making exemptions or changes to the rate structure, including the cost and time required for studies and implementation through King County's billing system.

Councilmembers debated various options, including lot line adjustments, creating a new rate category for small lots, or conducting a comprehensive review of all city fees and taxes. The Council agreed to have staff conduct a preliminary review of fee structures across all departments and report back at the next Study Session.

b. City Manager Arrington presented the Parks Commission's recommendation for a sports court at City Hall Park, north of City Hall. She outlined several undetermined items for Council discussion, including the project budget, whether the sports court should be covered or uncovered, and potential alternative locations.

Councilmembers expressed various opinions on the location, cost, and design of the proposed sports court. Some supported a covered sports court for year-round use, while others preferred an uncovered sports court to reserve funds for other projects. The Council also discussed the possibility of improving existing basketball courts and the potential for future development of a cultural or civic center on the site.

The Council agreed that more time was needed to consider all options and potential impacts before making a decision.

VIII. Adjourn

Motion by Councilmember McEvoy moved to adjourn the meeting and Councilmember West seconded the motion. Motion passed 6-0. The meeting was adjourned at 9:58 PM.

Eric Zimmerman, Mayor

Erin Smith, City Clerk

I. Call to Order & Flag Salute

Mayor Eric Zimmerman called the City Council regular meeting to order on Tuesday, October 8, 2024, at 7:00 pm. Chief Dan Yourkoski led the flag salute.

II. Roll Call

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

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

III. Approval of the Agenda

Motion Councilmember West moved to approve the agenda as presented. Councilmember McEvoy seconded the motion. The motion passed 7-0.

IV. Public Comment

Annika Hartwell, The President of the Normandy Park Organic Farmers Market requested a dedicated line item in the 2025 city budget. She highlighted the market's achievements, such as obtaining a Washington State liquor license and EBT approval, while emphasizing its contributions to the local economy and community. She asked for financial support for operations, infrastructure, and outreach, estimating the request to be about a quarter of the total budget.

V. Consent Agenda

Motion Councilmember West moved to approve the consent agenda as presented. Deputy Mayor Hohimer seconded the motion. The motion passed 7-0.

VI. Report of Officers

a. Mayor's Report

Mayor Zimmerman reported that he had participated in a call with South County mayors earlier that day. He mentioned that several items were being worked on within that group but suggested discussing those in a separate format or study session.

b. Councilmember & Council Committee Reports

City Manager Amy Arrington provided an update on the joint Finance and Economic Development Committee (EDC) meeting. The committees focused on discussing alternative revenue sources, with the most viable option being related to the cell tower in Normandy Park. Community Development was working with a consultant on potential code changes to encourage and support increased cell support infrastructure. Arrington mentioned that the committees were also preparing for the

upcoming town hall meeting on November 13th, which would focus on services and revenues.

Deputy Mayor Hohimer reported on her attendance at the mayor's roundtable event hosted by the chamber in conjunction with Tukwila, Sea Tac, Des Moines, Burien, and Normandy Park. She emphasized the importance of Normandy Park as an integral part of the Highline community and its role in supporting the region's "live, work, and play" ecosystem. Hohimer also mentioned upcoming discussions related to FIFA 2026 and America's 250th anniversary celebration in 2026.

Councilmember McEvoy reported on his attendance at the Highline Forum. He discussed upcoming projects at the airport and their potential impacts on surrounding communities. McEvoy highlighted the importance of informing Normandy Park residents about upcoming community nights where they could voice their concerns about these projects.

c. **City Manager's Report**

City Manager Arrington discussed a proposed contract amendment with Waste Management regarding performance fees. She explained that the proposal would return the collected performance fees to Waste Management in exchange for a rate adjustment for all residents in 2025. Arrington noted that this would result in a small savings of about \$25 per year for each household.

City Manager Arrington also brought up the need to schedule a goal retreat session for the City Council in January 2025. She suggested potential dates and asked for feedback on using a facilitator for the session.

Lastly, City Manager Arrington thanked Parks and Recreation Manager Aimee Lloyd, the commission, and the City Council for their support of the successful Autumn Art Fest held the previous Sunday at the Cove.

VII. Continued Business

- a. Chief Dan Yourkoski presented Ordinance No. 1068 amending the Normandy Park Municipal Code Chapter 7.32, explaining that it would change the penalties for fireworks violations from an immediate misdemeanor to a tiered infraction approach over two years. The first offense would result in a \$250 fine, the second offense a \$500 fine, and the third offense within a two-year period would become a misdemeanor.

Motion by Councilmember McEvoy, "I move to approve Ordinance 1068 as presented." Councilmember West seconded the motion.

During discussion, councilmembers expressed support for the ordinance, noting it would give officers more capability to respond reasonably to illegal fireworks activity. They also emphasized the importance of advertising these changes well in advance of the July 4th holiday.

The motion passed 6-0.

- b. Public Works Director Ken Courter presented Ordinance No. 1069 adding a new section to the Normandy Park Municipal Code to exempt the city from obtaining right-of-way permits. He explained that it would add an exemption to the right-of-way permit code for city projects or contractors doing work for the

city. He stated that this would streamline processes and save time and money by reducing redundant work within departments.

Motion by Deputy Mayor Hohimer, “I move to adopt Ordinance number 1069 as presented.” Councilmember Healey seconded the motion.

During discussion, councilmembers sought clarification on how this would affect work done by other entities on behalf of the city and whether it would impact the permit process for utility companies. Courter confirmed that the exemption would apply to work done under the direction of the city but not to utilities or franchisees.

The motion passed unanimously.

- d. Public Works Director Ken Courter presented Ordinance No. 1067 amending the Normandy Park Municipal Code Chapter 13.28 adjusting stormwater utility fees. He explained this ordinance would include a 3% increase in stormwater rates for 2025 and 2026. He explained that this increase was in line with the comprehensive plan adopted a few years ago and aimed to keep up with CPI and outstanding capital improvement projects.

Motion by Deputy Mayor Hohimer, “I move to adopt Ordinance number 1067 as presented.” Councilmember Healey seconded the motion.

During discussion, Councilmember Bischoff expressed concerns about the fairness of the current stormwater fee structure, particularly for properties with shared driveways. Other councilmembers and staff emphasized that this ordinance was separate from the ongoing discussion about potential adjustments to the fee structure for specific properties.

The motion passed with 6-1 abstention from Councilmember McEvoy.

VIII. New Business

- a. Public Works Director Ken Courter presented Ordinance No. 1070 amending Title 11 to repeal local improvement requirements. He explained that the current code, adopted in 1962, was outdated and that the city was already bound by state RCW requirements for local improvement districts.

Motion by Councilmember Healey, “I move to adopt Ordinance number 1070 as presented and waive the second reading.” Deputy Mayor Hohimer seconded the motion.

During discussion, councilmembers sought clarification on how this change would affect residents' ability to petition for improvements. The city attorney explained that while the local improvement district process would still exist under state law, the ordinance would not change the council's ability to consider and respond to resident petitions for improvements.

The motion passed unanimously 7-0.

- b. Parks and Recreation Manager Aimee Lloyd presented the reappointment of Lawrence Peryer to the Arts Commission for a three-year term from 2025 to 2027. Lloyd highlighted Peryer's contributions to Music in the Park and various events organized by the Arts Commission.

Motion by Deputy Mayor Hohimer, “I move to confirm the Arts Commission reappointment of Lawrence Peryer as presented.” Councilmember McEvoy seconded the motion.

The motion passed 7-0.

- c. Parks and Recreation Manager Aimee Lloyd presented the reappointment of Samantha Pabon to Position 2 on the Arts Commission for a three-year term from 2025 to 2027. Lloyd noted Pabon's contributions to new events such as Autumn Art Fest and Solstice Soiree.

Motion by Deputy Mayor Hohimer “I move to confirm the Arts Commission appointment of Samantha Pabon to position 2.” Councilmember Healey seconded the motion. The motion passed 7-0.

IX. Public Comment

There were no public comments during this period.

X. Adjourn

Motion by Councilmember McEvoy moved to adjourn. Deputy Mayor Hohimer seconded the motion. The motion to adjourn passed 7-0. The meeting was adjourned at 8:09 pm.

Eric Zimmerman, Mayor

Erin Smith, City Clerk

I. Call to Order

Mayor Eric Zimmerman called the Normandy Park City Council Study Session to order at 7:05 pm on October 22, 2024.

II. Roll Call

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

Staff Present: City Manager Amy Arrington, Public Works Ken Courter, Finance Consultant Diane Marcotte, Parks and Recreation Manager Aimee Lloyd and City Clerk Erin Smith.

III. Review of the Agenda Items for the Upcoming Regular Meeting - November 12, 2024, no action was taken on these items.

a. Presentation - Port of Seattle Presenting on the Sustainable Airport Master Plan

City Manager Amy Arrington informed the Council that the Port of Seattle would be presenting on the Sustainable Airport Master Plan (SAMP) at the upcoming regular meeting. She mentioned that the Port was visiting all city councils to provide information and conduct public outreach during their public comment period. Arrington noted that while the Port had set a close date for comments, many cities were requesting an extension.

Deputy Mayor Hohimer inquired about the North Park, to which it was confirmed that the park would be kept. There was a brief discussion about who would be in charge of managing the park, with Arrington noting that SeaTac Airport did not want to manage it, and SeaTac City was unsure about the shifting responsibilities.

b. Consent - Adopting Right of Way Policy

Ken Courter, Public Works Director, presented the proposed Right-of-Way Policy. He explained that the policy aimed to clarify how the city interprets the code and manages maintenance work within the right of way. Courter emphasized that the policy outlined guidelines for staff to determine when encumbrances would be considered an immediate or urgent threat to public safety.

Councilmember Bishoff expressed concerns about the snow removal requirement for property owners, particularly for seniors with long frontages. Ken acknowledged that snow removal was a requirement for abutting property owners but noted that enforcement was not aggressive.

The council discussed potential liability issues and the challenges of maintaining sidewalks during snowfall.

Councilmember McEvoy raised concerns about the language regarding "immediate danger" and sought clarification on the threshold for staff intervention. Ken provided examples of what would be considered immediate and emergent public safety concerns.

The council agreed to keep the policy on the consent agenda but requested further discussion on the snow removal aspect in the future.

c. New Business - Waste Management Contract

Ken Courter presented the proposed amendments to the Waste Management contract. He outlined several key changes, including:

- An inclement weather pause allowing the city to adjust schedules and potentially switch to recycling pickup instead of yard waste during weather events.
- Clarification that Waste Management is required to dispose of all garbage within the King County disposal system.
- The addition of a performance fee for disposal outside the network.
- Changes to monthly reporting requirements.
- The addition of an annual bulk waste pickup for residential customers.
- The ability for the city to buy down rates using collected performance fees.

The Council discussed the proposed changes, with some members expressing concern about using performance fees to buy down rates.

The council reached a consensus to use the performance fees to fund the waste management consultant and allocate any remaining funds to the general fund or specific city projects.

d. New Business - Annual Legislative Agenda Approval

Amy Arrington presented the draft legislative agenda for 2025. The council discussed various items on the agenda, including:

- Transportation improvements for First Avenue
- Behavioral health resources
- The potential addition of a regional airport location item

Councilmember Bischoff suggested providing more specific details for the transportation item, including cost estimates and project scope. The Council debated the inclusion of the behavioral health resources item, with some members arguing for its importance and others suggesting it be removed or condensed.

The Council agreed to refine the transportation item, consider adding an airport-related item, and potentially condense the behavioral health resources section. They also discussed the possibility of including education-related items in future legislative agendas.

e. Resolution No. 1016 Annual Newspaper Bid will be on the consent agenda at the regular meeting.

f. King County Jail Contract will be on the consent agenda at the regular meeting.

g. Project Acceptance of 2023 Storm and Sidewalk Projects will be on the consent agenda at the regular meeting.

h. Project Acceptance of 2024 Storm and Sidewalk Projects will be on the consent agenda at the regular meeting.

- i. ILA Miller Walker Creeks Basin Stewardship and Monitoring Coordination will be on the consent agenda at the regular meeting.
- j. ILA Stormfest will be on the consent agenda at the regular meeting.
- k. LDC Development Services Department Contract Extension will be on the consent agenda at the regular meeting.
- l. BHC Contract Extension will be on the consent agenda.
- m. Hailey-Aldrich Development Services Contract Extension will be on the consent agenda at the regular meeting.
- n. Public Hearing & Approval of Ordinance No. 1075 2023-2024 Budget Amendment 1st Reading
- o. Public Hearing & Approval of Ordinance No. 1076 2025-2026 Biennial Budget 1st Reading
- p. Resolution No. 1015 Property Tax Levy will be on new business at the regular meeting.
- q. Ordinance No. 1066 Development Regulations Implementing the Normandy Park 2044 Periodic Update 1st Reading will be on new business at the regular meeting.
- r. Ordinance No. 1071 Affordable Housing will be on new business at the regular meeting.
- s. Ordinance No. 1072 Timeline Permit Review will be on new business at the regular meeting.
- t. Ordinance No. 1073 SEPA Rules will be on new business at the regular meeting.
- u. Ordinance No. 1074 STR Economic Development will be on new business at the regular meeting.

IV. Staff Items

a. Discussion of the Budget

City Manager Amy Arrington and Finance Consultant Diane Marcotte presented an overview of the proposed 2025-2026 biennial budget. Key points included:

- The total budget for 2025 is \$13,870,000 and for 2026 is \$15,770,000.
- The budget approach focused on maintaining current services with some adjustments and new programs.
- Establishment of a \$4 million building replacement fund.
- Maintenance of the strategic reserve.
- Inclusion of cost-of-living increases for employees and adjustments for healthcare costs.
- Continuation of the community grant program at \$12,000.
- Increased recreation opportunities through the MPD.
- Funding for four studies: city hall lifespan, Marvista master plan, stormwater fees service study, and a fee study for pumps.

The Council discussed various aspects of the budget, including investment income, employee benefits, and potential future challenges such as the levy lid lift renewal in 2029 and the impact on the MPD budget.

b. Discussion of City-Wide Fee Structure

Ken Courter presented proposed changes to the stormwater fee structure. The main recommendations included:

- Removing the minimum 1 Equivalent Residential Unit (ERU) charge for non-single family developed properties.
- Rounding ERU calculations to the nearest half, with anything under a quarter ERU being exempt.
- Reducing the lot line adjustment fee to \$100 for 2025.

The council discussed the proposed changes and their potential impact on property owners. They agreed to move forward with drafting an ordinance to revise the rate structure, with implementation planned for January 2026.

V. Goal Update

a. City of Normandy Park Goal Update

b. Discussion of Sports Court

Amy Arrington presented the staff's interpretation of the Council's previous discussions on the sports court project. The proposed plan included:

- Construction of two uncovered courts on the north side of city hall.
- Improvements to the basketball court and additional parking on the south end.
- An estimated budget of \$350,000 to \$400,000 for the project.

The Council debated whether the sports courts should be covered or uncovered, with some councilmembers advocating for a covered structure and others supporting the uncovered option recommended by the Parks Commission. After discussion, the majority of the Council agreed to move forward with the uncovered option as recommended by the Parks Commission.

The Council requested that staff prepare a detailed proposal with cost estimates for the next meeting, so they could take a formal vote on the project.

VI. Adjourn

Motion Councilmember McEvoy made the motion to adjourn, and it was seconded by Deputy Mayor Hohimer. The motion passed 7-0.

The meeting was adjourned at 9:58 pm.

Eric Zimmerman, Mayor

Erin Smith, City Clerk

I. Call to Order

Mayor Eric Zimmerman called the Normandy Park City Council meeting to order at 7:00 PM on Tuesday, November 12, 2024.

II. Roll Call

Present: Mayor Eric Zimmerman, Deputy Mayor Sue-Ann Hohimer, Councilmember Sheri Healey, Councilmember Sean McEvoy, Councilmember Jack Lamanna, Councilmember Susan West

Absent: Councilmember Mike Bischoff

Motion Councilmember McEvoy moved to excuse Councilmember Bischoff's absence. Deputy Mayor Hohimer seconded. The motion passed 6-0.

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

III. Approval of the Agenda

Motion Deputy Mayor Hohimer moved to approve the agenda. Councilmember West seconded. The motion passed 6-0.

Mayor Zimmerman noted that there was a possibility of canceling the December City Council meeting if certain motions were passed on the first reading without a second reading. He introduced this as a conversational topic for the council to consider.

Deputy Mayor Hohimer requested that the council make a verbal note if there was something that would normally get a second reading but wouldn't in this case.

IV. Presentation

a. Port of Seattle presenting the Sustainable Airport Master Plan

Dave Kaplan, Local Government Relations Manager for the Port of Seattle, presented an update on the Sustainable Airport Master Plan (SAMP) for Seattle-Tacoma International Airport. He discussed the following key points:

- The Federal Aviation Administration (FAA) released the draft environmental assessment for SAMP on October 21st.
- The airport is experiencing strong growth, with passenger numbers expected to exceed 52 million this year.
- The master plan includes 31 projects to accommodate future demand within the existing three-runway configuration.
- The environmental review process is underway, with public comments being accepted until December 13th (extended by 8 days).
- Four public meetings are scheduled for community input.

Councilmember McEvoy inquired about plans for a fourth runway and alternative airport sites. Kaplan confirmed there were no plans for a fourth runway and explained that the state legislature was responsible for exploring alternative sites.

Mayor Zimmerman asked about the growth plan and how much was driven by the mandate to serve demand versus the Port commissioners' vision. Kaplan explained that the Century Agenda drives the port's focus and that they are trying to meet the projected demand while considering the region's unique needs.

V. Public Comment

There were no public comments during this period.

VI. Public Hearings

a. Public Hearing of Ordinance No. 1075 approving the 2023-2024 Budget Amendment 1st Reading

Diane Marcotte, Finance Consultant, presented the 2023-2024 budget amendment. She explained that this was a cleanup of the 2023-2024 budget and highlighted the following points:

- A one-time transfer of \$130,000 from the general fund to the equipment rental fund to address a shortfall.
- Moving some audit costs from 2023 to 2024 due to an extended audit process.
- Closing out an old debt service fund and moving the remaining \$19,000 to the building reserve fund.
- Adding a previously unbudgeted project in the capital improvement fund with \$470,000 in grant revenue and a total project cost of \$700,000.

There were no public comments on this item.

b. Public Hearing of Ordinance No. 1076 approving the 2025-2026 Biennial Budget 1st Reading

Diane Marcotte presented the 2025-2026 biennial budget. She highlighted the following points:

- The budget was reviewed by the Citizen Budget Advisory Group and the Finance Committee.
- The total appropriations for 2025 are \$13,870,000 and for 2026 are \$15,777,000.
- The general fund is the largest financial operation of the city, with property tax and sales tax being the largest revenue sources.
- Public safety operations comprise the largest expenditure in the general fund.
- The budget includes several major projects, including a \$4 million reserve for a potential new city hall and a \$1 million budget for a sports court project.

There were no public comments on this item.

c. Public Hearing of Resolution No. 1015 approving the 2025 Property Tax Levy

Diane Marcotte presented the 2025 property tax levy resolution. She explained the following:

- The city is required to hold a public hearing on property taxes and revenue sources at the start of a new biennium.
- The 2025 levy includes a 4% increase as a result of the levy lid lift.
- The total levy for 2025 is estimated at \$4,100,000.
- The levy rate is calculated at approximately 1.5071 per \$1,000 of assessed valuation.
- New construction added about \$8.1 million to the tax base, which will be taxed at the previous year's rate.

There were no public comments on this item.

VII. Consent Agenda

- a. Interlocal King County Jail Contract Approved.
- b. Project Acceptance for the 2023 Storm and Sidewalk Projects Approved.
- c. Project Acceptance for the 2024 Storm and Sidewalk Projects Approved.
- d. Miller and Walker Creek Basin Stewardship and Monitoring Coordination 2025 Technical Services Agreement with King County, City of Normandy Park, City of Burien, and City of SeaTac Approved
- e. Interlocal Agreement (ILA) with the Cities of Burien, Des Moines, SeaTac and King County for Stormfest Approved.
- f. Robert Half Agency for the Finance Director Position Payment Authorized.
- g. LDC Development Services Department Contract Extension Approved
- h. Contract Extension for BHC Consultants, LLC's Professional Services Agreement (PSA) for Permit On Call Full Services Approved.
- i. Hailey-Aldrich Development Services Contract Extension Approved.
- j. Resolution No. 1016 approving the Annual Newspaper Bid from Seattle Times Approved.
- k. Claims and Payroll Voucher Summary and Detail - Claims Check 63833 through 63841, Claims Check 63842 through 63866, Claims Check 63875 through 63904, in the amount of \$259,370.80 and Payroll Check 63820 through 63832, Payroll Check 63867 through 63874, Payroll Check 63905 through 63915, in the amount of \$524,061.50.

Motion Deputy Mayor Hohimer moved to approve the consent agenda.
Councilmember West seconded. The motion passed 6-0.

VIII. Report of Officers

a. Mayor's Report

Mayor Zimmerman had nothing to report.

b. Councilmember & Council Committee Reports

Councilmember West invited everyone to Normandy Park Winterfest on Saturday, December 7th. She described two events: one at Manhattan Village from 10:30 AM to 12:30 PM, and another at Normandy Park Town Center from 4:00 PM to 7:00 PM. The events will include Santa's arrival, school choirs, a tree lighting ceremony, free toys, and various mascots.

Deputy Mayor Hohimer announced a town hall meeting scheduled for the following night at 7:00 PM at city hall. She explained that this was an opportunity for the community to discuss the city's finances and future.

Councilmember McEvoy reported on the Finance Committee's work, recommending the passage of three ordinances without a second reading: the 2023-2024 budget amendment, the 2025-2026 biennial budget, and the property tax levy.

Councilmember West and Councilmember McEvoy discussed plans to enhance the city's communication budget for professional videos showcasing city programs and events.

Councilmember Lamanna provided an update from the Highline Forum, mentioning the recent cyber-attack at the Port of Seattle and its impact on the SAMP comment period.

c. City Manager's Report

City Manager Amy Arrington reminded the council that the November and December study sessions had been canceled due to proximity to holidays. She encouraged the council to consider waiving second readings on ordinances to potentially shorten the December 10th meeting, if held.

IX. New Business

a. Approval of the Waste Management Contract third Amendment

Ken Courter, Public Works Director, presented the third contract amendment with Waste Management. The amendment addresses eight areas, including:

- Inclement weather procedures
- Clarification on garbage disposal
- Allowance for one free bulk item per year for single-family residences
- Reduction in monthly reporting requirements
- Rate adjustment procedures
- Addition of a performance fee for disposal outside the King County network
- Modifications to rate adjustment calculations

Motion by Deputy Mayor Hohimer, "I move to authorize City Manager Arrington to approve the third contract amendment with Waste Management as presented." Councilmember Lamanna seconded. The motion passed 6-0.

b. Ordinance No. 1066 approving the Normandy Park 2044 Periodic Update 1st Reading

Nicholas Matz, Community Development Director, presented the Normandy Park 2044 periodic update. He explained that the policy document aims to sustain and protect what makes the community unique while being responsive to state legislation mandates. Matz highlighted the following points:

- The plan accommodates 153 housing units over the next 20 years.
- The planning commission played a crucial role in developing the policy.
- Various state agencies reviewed and provided comments on the plan.
- The plan addresses issues such as climate resilience, economic development, and parks and recreation.

Motion by Councilmember McEvoy, "I move to waive the second reading and adopting Ordinance number 1066 as presented." Deputy Mayor seconded. The motion passed 6-0.

c. First reading of Ordinance Numbers 1071, 1072, 1073, and 1074 regarding Developmental Regulations, in anticipation of policy implementation in Normandy Park 2044

Nicholas Matz presented four ordinances related to developmental regulations:

- Ordinance 1071: Affordable Housing
- Ordinance 1072: Timeline Permit Review
- Ordinance 1073: SEPA Rules
- Ordinance 1074: Short Term Rentals

Nicholas explained that these ordinances implement the policies set forth in the Normandy Park 2044 plan. He provided details on each ordinance and how they align with the city's goals and state requirements.

The council discussed and voted on each ordinance separately:

Motion by Deputy Mayor Hohimer, "I move to approve Ordinance number 1071 and waive the second reading." Councilmember McEvoy seconded. The motion passed 6-0.

Motion by Deputy Mayor Hohimer, "I move to approve Ordinance number 1072 and waive the second reading." Councilmember McEvoy seconded. The motion passed 6-0.

Motion by Deputy Mayor Hohimer, "I move to approve Ordinance number 1073 regarding SEPA rules and waive the second reading." Councilmember Healey seconded. The motion passed 6-0.

Motion by Deputy Mayor Hohimer, “I move to approve ordinance number 1074 regarding streamlining short term rentals and waive the second reading.” Councilmember Healey seconded. The motion passed 6-0.

Mayor Eric Zimmerman left the meeting at 8:30 pm.

d. Ordinance No. 1075 approving the 2023-2024 Budget Amendment 1st Reading

Motion by Councilmember West, “I move to approve Ordinance number 1075 and waive the second reading.” Councilmember McEvoy seconded. The motion passed 5-0.

e. Ordinance No. 1076 approving the 2025-2026 Biennial Budget 1st Reading

Councilmember West proposed adding \$10,000 to the 2025 budget and \$10,000 to the 2026 budget for communication enhancements, specifically for professional videos showcasing city programs and events.

Motion by Councilmember McEvoy, “I move to increase appropriations in the General Fund by \$10,000 for 2025 and 2026, respectively, with revised appropriations of \$13,886,000 for 2025 and \$15,783,100 for 2026.” Councilmember West seconded. The motion passed 5-0

Resolution No. 1015 approving the 2025 Property Tax Levy

Motion by Councilmember West, “I move to approve Resolution 1015 setting the 2025 property tax levy.” Councilmember Healey seconded. The motion passed 5-0.

f. Approval of a Right-of-Way Maintenance Policy for the City of Normandy Park

Ken Courter presented a policy to memorialize how the city handles right-of-way maintenance, focusing on immediate and urgent public safety concerns. The policy outlines procedures for addressing issues such as vegetation encroachment and sight distance problems.

Motion by Councilmember Lamanna, “I move to adopt the right-of-way maintenance policy as presented.” Councilmember Healey seconded. The motion passed 5-0.

Ordinance No. 1077 Amending Normandy Park Municipal Code Chapter 13.28 by adjusting Stormwater Rate Structure

Ken Courter presented an ordinance to change the stormwater rate structure for smaller parcels. The changes include:

- Removing the minimum 1 ERU charge for very small impervious surfaces.
- Allowing some parcels to be exempt from stormwater fees.
- Implementation starting January 1, 2026, to allow time for King County to adjust their systems.

Motion by Councilmember West, “I move to adopt ordinance number 1077 as presented and waive the second reading.” Councilmember Lamanna seconded. The motion passed with a vote of 4-1, with one abstention from Councilmember McEvoy due to a conflict of interest.

g. Approval of the Gray & Osborne Contract for Design of the upcoming 2025 Projects

Ken Courter presented a contract with Gray & Osborne for the design of upcoming 2025 projects, including:

- Repaving the public works shop asphalt
- Paving of Marine View Park parking lot
- Design of two outdoor pickleball courts and improvements to a basketball court

The council discussed concerns about the pickleball courts and their potential impact on nearby residents. After deliberation, the council decided to proceed with the contract while directing staff to engage with affected residents before finalizing the pickleball court plans.

Motion by Councilmember Healey, “I move to authorize City Manager Arrington to approve the G&O contract for 2025 projects as presented.” Councilmember Lamanna seconded. The motion passed with a 3-2 vote.

h. Approval of the Long-Term Property Acquisition and Trail Improvement Plan

Ken Courter presented a long-term property acquisition and trail improvement plan, focusing on environmental aspects, park expansions, and low bank beach access. The plan includes:

- Identifying properties for potential acquisition, particularly in the south end of the city.
- Seeking grant funding through the Conservation Futures Tax (CFT) program.
- Proposing the formation of a committee to oversee the trail program.

Motion by Councilmember McEvoy, “I move to authorize City Manager Arrington to execute the program as presented.” Councilmember West seconded. The motion passed 5-0.

X. Public Comment

Two members of the public provided comments:

- Janie Mark expressed concerns about the proposed pickleball courts, citing noise issues and potential impacts on residents and city employees.
- Craig Daly pointed out a typo in the waste management agreement and suggested the council reconsider its process for fast-tracking decisions, advocating for more public involvement.

XI. Adjournment

Motion Councilmember West moved to adjourn. Councilmember McEvoy seconded.
The motion passed 5-0.

The meeting was adjourned at 10:05 pm.

Eric Zimmerman, Mayor

Erin Smith, City Clerk

I. Call to Order & Flag Salute

Mayor Eric Zimmerman called the meeting to order at 7:00 p.m. and led the flag salute.

II. Roll Call

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

Absent: Councilmember Mike Bishoff.

Mayor Zimmerman informed that Councilmember Bishoff informed he would be a few minutes late.

Motion Councilmember McEvoy moved to excuse Councilmember Bischoff. Councilmember West seconded the motion. The motion carried 6-0.

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

III. Approval of the Agenda

Mayor Zimmerman opened the floor for comments on the agenda. Councilmember Rust requested to pull the renewal of the Sustainable Airport Master Plan (SAMP) item out of the consent agenda. Councilmember Lamanna requested to move the discussion of the proposed sports court to after the public comment period.

Motion by Deputy Mayor Hohimer, "I move to approve the agenda with the following amendments: 1) Move item C from new business (discussion of proposed sports court) to the end of public comment, and 2) Move the SAMP item from the consent agenda to follow the sports court discussion." Councilmember McEvoy seconded the motion. The motion carried 6-0.

Councilmember Bishoff arrived at the meeting at 7:07 pm.

IV. Public Comment - Please Limit Comment to 3 Minutes

a. Instructions for In-Person at the Meeting

b. Instructions for Online (Zoom)

Mayor Zimmerman opened the public comment period. Several residents provided comments, primarily focused on the proposed sports court:

- Brian Russell expressed strong opposition to the proposed sports court, citing concerns about noise, impact on property values, and violation of city codes. He requested the council not move forward with further discussion, planning, or expenses related to the court.
- Ken O'Donnell, a mechanical engineer, shared concerns about the noise levels of pickleball, comparing it to industrial noise that requires mitigation measures.

- Lee Fenster, who lives near the park, expressed concerns about the noise impact and suggested improving existing facilities instead of adding a pickleball court.
- Alexa Didasco raised concerns about the impact of noise on pets and asked which councilmembers were in favor of the pickleball court.
- Sam Russell, representing younger residents, expressed opposition to the court and suggested alternative uses for the park that would benefit families and children.

Due to the high interest in the topic, the council agreed to extend the speaking time for Brian Russell, allowing him to provide more detailed comments on the proposed sports court.

V. New Business

a. Discussion of Proposed Sports Court

City Manager Amy Arrington provided background on the proposed sports court project, which originated from the PROS (Parks, Recreation, and Open Space) plan survey. She detailed the outreach efforts made to gather public feedback, including letters to households within 1000 feet of City Hall Park, flyers to adjacent households, and a drop-in meeting with residents.

Amy reported mixed feedback from residents, with concerns primarily focused on noise impact, lighting, and the effect on adjacent properties. She mentioned that staff had looked into potential mitigation measures, such as noise-canceling panels and limiting hours of operation.

Councilmembers expressed various opinions:

- Councilmember West strongly opposed the pickleball court, citing concerns about negatively impacting residents' quality of life.
- Councilmember Healey suggested separating the basketball court renovation from the pickleball court proposal and tabling the latter for further discussion with the Parks Commission.
- Councilmember McEvoy opposed the open pickleball court and suggested considering an enclosed recreational facility that could accommodate multiple sports.
- Councilmember Lamanna acknowledged the need for amenities but expressed concern about the impact on nearby residents.
- Deputy Mayor Hohimer emphasized the importance of enhancing residents' quality of life but noted that the feedback indicated a preference for maintaining the park's simplicity and quietness.

Motion by Councilmember Healey, "I move to end the design contract with G&O to exclude the improvements on the north side of the park the proposed pickleball court." Councilmember McEvoy seconded the motion. The motion carried 6-0.

Councilmember Mike Bishoff left the meeting at 7:28 pm.

b. Renewal of the Expired Sustainable Airport Master Plan (SAMP) Interlocal Agreement

Nicholas Matz, Community Development Director, presented the renewal of the Sustainable Airport Master Plan (SAMP) Interlocal Agreement between Normandy Park, Burien, Des Moines, and SeaTac. He explained that the purpose of the ILA is to establish a process for reviewing and responding to environmental impacts related to SeaTac Airport's master plan.

Nicholas highlighted that the current focus is on addressing the environmental analysis processes for potential impacts of near-term projects at the airport. He mentioned that the cities are preparing a technical report to address concerns about environmental health, noise, air quality, and transportation impacts.

Councilmembers asked questions about the ongoing engagement and information sharing process. He assured that the city would continue to receive updates and participate in discussions as the environmental review processes move forward.

Motion by Councilmember Lamanna, "I move to direct City Manager Arrington to enter into a renewed SAMP ILA." Councilmember Healey seconded the motion. The motion carried 6-0.

Consent Agenda

Motion Councilmember West moved to approve the consent agenda. Councilmember Healey seconded. The motion carried 6-0.

Report of Officers

a. Mayor's Report

Mayor Zimmerman provided an extensive report on his activities throughout the year, focusing on his efforts to leverage the mayoral title for the benefit of Normandy Park. He highlighted:

- Cultivating relationships with legislative bodies at federal, state, and county levels.
- Gaining early access to policy ideas and draft legislation.
- Developing media relationships to highlight important issues.
- Working with the caucus of mayors in South County to create a collective action group.
- Seeking a seat on the county's committee on law, safety, and criminal justice for 2025.
- Exploring grant opportunities for parks, green spaces, and culvert maintenance.

The Mayor emphasized that these efforts were aimed at increasing Normandy Park's influence and securing benefits for the city.

b. Councilmember & Council Committee Reports

Councilmember West provided an update on Winterfest, highlighting its success in bringing joy to the community and showcasing local businesses and organizations.

Councilmember Healey reported on a visit to Solstice Senior Living, noting their interest in collaborating with the city on senior services and activities.

Deputy Mayor Hohimer mentioned upcoming events including the Solstice Soiree and a menorah lighting ceremony. She also discussed ongoing preparations for the 2026 FIFA World Cup and America's 250th anniversary celebrations.

Councilmember Lamanna suggested that Normandy Park host a future Highline Forum meeting to highlight city issues and achievements.

Councilmember McEvoy acknowledged the contributions of Nicholas Matz, the outgoing Community Development Director, praising his professionalism and impact on the city.

c. City Manager's Report

City Manager Amy Arrington reported on recent grant awards, including a substantial three-year grant from 4Culture to support the Art Commission, and a Transportation Improvement Board (TIB) grant for the Marine View Drive improvement project.

c. Approval of a Contract with G&O for Stormwater Improvements at SW 166th & 3rd Avenue SW

Ken Courter, Public Works Director, presented a proposal for a design contract with G&O for stormwater improvements in the Bonnybrook neighborhood. He explained that this project is required under the city's NPDES permit and would address failing infrastructure in the area.

Ken noted that completing the design by mid-summer would position the city to apply for ecology grants for the construction phase.

Motion by Councilmember McEvoy, "I move to authorize City Manager Arrington to approve the G&O contract for the stormwater improvement project as presented." Councilmember West seconded the motion. The motion carried 6-0.

b. Approval of the City of Normandy Park 2025 Legislative Agenda

City Manager Arrington presented the 2025 Legislative Agenda for approval. She highlighted that language related to airport concerns had been added to the environmental section as discussed in a previous study session.

Council members discussed the specifics of the agenda, including whether to include dollar amounts for certain projects and whether the language regarding juvenile crime was strong enough.

Motion by Councilmember Healey, "I move to approve the 2025 legislative agenda as presented." Councilmember West seconded the motion. The motion carried 6-0.

Public Comment - Please Limit Comment to 3 Minutes

Two public comments were received.

Craig Daly addressed the council regarding the pickleball court issue and the importance of considering both younger and older generations when making decisions about recreational facilities. He reminded the council that the public is closely observing their actions.

Lee Fenster commented on Councilmember Bischoff's earlier departure from the meeting and commented on being criticized for lacking awareness on certain issues.

VI. Adjournment

Motion Councilmember McEvoy moved to adjourn the meeting. Councilmember West seconded the motion. The motion carried 6-0. The meeting adjourned at 9:22 PM.

Eric Zimmerman, Mayor

Erin Smith, City Clerk

I. Call to Order

Mayor Eric Zimmerman called to order the City Council Study Session of the Normandy Park City Council on Tuesday, July 22, 2025, at 7:00 PM.

II. Roll Call

Present: Mayor Eric Zimmerman, Deputy Mayor Sue-Ann Hohimer, Councilmember Sheri Healey, Councilmember Jack Lamanna

Absent: Councilmember Susan West, Councilmember Shawn McEvoy, Councilmember Mike Bishop

Staff Present: City Manager Amy Arrington, Police Chief Dan Yourkoski, Stormwater Coordinator Jessie Medrow, City Clerk Erin Smith

III. Approval of the Agenda

City Manager Arrington noted there would be an additional item for the August 12th meeting that was not on the current agenda.

Motion by Deputy Mayor Hohimer, "I move to approve tonight's agenda, making the adjustment to calling it a Study Session and noting one more item will be added to the August 12th meeting." Seconded by Councilmember Healey. Motion carried 4-0.

IV. Review of Items for the Upcoming Meeting - August 12, 2025

- a. Police Chief Dan Yourkoski informed about Resolution No. 1022 AWC Wellness Program

Chief Yourkoski explained this was the fourth time this resolution has come before Council. The AWC wellness program reduces the city's insurance bill by 60 percent when requirements are met, including Council passing a resolution in support of the program.

- b. Chief Dan Yourkoski informed about the Proposed new Ordinance regarding Motorized Scooters and E-bikes

Chief Yourkoski also discussed a new proposed ordinance related to motorized scooters and e-bikes. The COPS committee met the previous week and suggested an ordinance that would allow 12–15-year-olds to ride with restrictions: prohibiting Class 3 e-bikes, requiring one rider per scooter/e-bike, helmets, headlamps and reflectors in darkness, safe riding practices, yielding to pedestrians, and restricting street riding to roads with speed limits of 25 mph or less. For riders under 12, an adult must be present. Violations could result in confiscation with items only returnable to parents/guardians.

The plan is to bring this to the August council meeting as an emergency resolution to waive the second reading, as there would only be 2-3 weeks left of summer. Educational classes would be scheduled starting in January.

c. Stormwater Coordinator Jessie Medrow Reviewed the Local Road Safety Plan

Jessie reported they have a draft form of the local road safety plan from GNO. Staff is finalizing a few items before presenting the final draft at the August meeting, when Council will be asked to authorize implementation of the plan, including prioritized safety areas and incorporating recommendations into future capital projects.

d. Stormwater Coordinator Jessie Medrow informed Approve Transportation Improvement Board Grant Applications

Jessie explained that this year they want to increase the city's match from 15% to 25% to be more competitive for the grants, which is why it will require Council approval at the August meeting.

e. City Manager Amy Arrington and Stormwater Coordinator Jessie Medrow informed about the City Hall Life Cycle Study Results

Amy and Jessie informed that the city will present a draft form of the city hall evaluation at the August meeting. They hope to have it accepted by Council so they can pursue Department of Commerce grants opening at the end of August. City Manager Arrington added that while the plan is not yet complete, the building is not in terrible shape, though there are some recommended improvements.

f. Stormwater Coordinator Jessie Medrow Requested Approval of a Contract with Haley & Aldrich, Inc. for Stormwater Planning

Jessie explained this contract would use remaining grant money from Department of Commerce to have Haley & Aldrich conduct a deep dive into the city's tree canopy and make recommendations for tree retention goals and policies. This would focus on city-owned trees but take a holistic approach by examining what other cities have done to meet stormwater permit requirements.

g. Stormwater Coordinator Jessie Medrow Recommendation of Award for the Abatement and Demolition Contract for the Property Located at 17522 13th Ave

Jessie reported they have grant funding for abatement and demolition of structures on this property. The project is currently out for bid with an opening on July 31st. Based on the results, they will have a recommendation to award at the August 12th meeting. This is part of the long-term vision to create a Walker Sequoia Trail with a salmon viewing area and connections to the Miller Creek Trail.

h. City Manager Amy Arrington Informed that the City is Requesting Approval of a Contract for the Marvista Park Design and Cost Estimate

City Manager Arrington explained they would hire G&O to develop real plans and estimated construction costs based on the input received during the council field trip to Marvista Park in May. The project to go out to bid. The plan would incorporate a phased approach, with phase one including landscaping, foundational elements, and a food truck pad with appropriate power outlets. Future phases could include additional parking and potentially a multipurpose community building.

Council discussed the process for moving forward with the plan, noting that staff would develop the plan based on thematic guidance from Council, with the Parks Commission's input.

V. Staff Item

a. City Manager Amy Arrington Lead a Discussion of Future City Projects

City Manager Arrington presented potential projects for consideration, noting that due to smart financial decisions, the city has approximately \$5 million in available non-designated general fund revenue for projects. Additionally, she suggested the possibility of councilmanic debt supported by REET funds, which could generate another \$5 million.

Projects for consideration included:

- Marvista Park improvements (estimated \$1.5 million)
- A multipurpose community room
- City Hall improvements (critical needs: \$340,000; recommended improvements including LED lighting, HVAC system, skylights, interior/exterior updates: about \$2 million)
- Transportation Improvement Program (TIP) projects
- Sylvester sidewalk (very expensive but needed)
- Culvert projects (facing challenges getting federal funding)
- Local Road Safety Plan implementations
- Long-term property acquisition for environmental preservation
- Other projects like sidewalks, public beach access, and Salmon View Park

Council discussed focusing on thematic improvements that solve multiple problems and align with the city's identity and values. There was particular interest in improving city hall's exterior appearance, making park spaces more welcoming, and possibly incorporating salmon-themed educational features that celebrate the city's natural heritage.

VI. Council Item

a. Mayor Eric Zimmerman Lead a Discussion Regarding Staff Appreciation

Mayor Zimmerman expressed concern that the Council does not adequately recognize the work and contributions of city staff. He suggested establishing a more formalized approach to staff appreciation to ensure employees feel valued.

Council discussed creating a staff spotlight program to regularly recognize employees' accomplishments, possibly featuring different departments each month in council meetings and/or the Weekly Newsletter. They agreed it was important to develop a consistent recognition system and organizational culture of appreciation.

b. Mayor Zimmerman Lead a Discussion of Countywide Homelessness Response

Mayor Zimmerman discussed his extensive work on homelessness policy at the regional level. He noted that he has been working with economists, who have challenged the prevailing "Housing First" approach with research showing homelessness is primarily an income problem stemming from mental illness and substance abuse, not simply a housing affordability issue.

Mayor Zimmerman suggested that Council formalize Normandy Park's role as a policy convener on this issue through a proclamation, which would clarify why city officials are involved in these regional discussions. Council agreed this would provide appropriate cover and align with their strategic goal of expanding regional influence.

VII. Adjourn

Motion to adjourn was made by Councilmember Healey, seconded by Deputy Mayor Hohimer. Motion carried 4-0.

The meeting adjourned at 8:59 p.m. The next Regular Meeting is scheduled for August 12, 2025, at 7:00 p.m.

Eric Zimmerman, Mayor

Erin Smith, City Clerk

**August 12, 2025
City Council Meeting**

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

I move to approve the Consent Agenda to include:

AP Claims Check 64775 through 64823,
EFT 04/15/25 through EFT 07/30/25,
AP Claims Check 64832 through 64861,
in the amount of \$224,842.65

And

Payroll Check 64759 through 64774,
Payroll QTR 1 EFT LNI, PFML, LTC,
Payroll QTR 2 EFT LNI, PFML, LTC,
Payroll Check 64824 through 64831,
Payroll Check 64862 through 64863,
in the amount of \$396,905.20

Shawn McEvoy

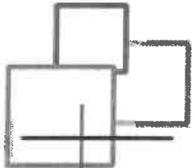
Date

Mike Bishoff

Date

Sheri Healey

Date

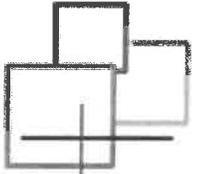


Register

Fiscal: 2025
Deposit Period: 2025 - July 2025
Check Period: 2025 - July 2025 - 1st Period

Number	Name	Print Date	Clearing Date	Amount
Key Bank	479681144990			
64759	Allred, Elijah M	7/3/2025		\$1,535.64
64760	Inglin, Jennifer	7/3/2025		\$788.15
64761	Lievero, John	7/3/2025		\$3,071.53
64762	Marek, Riley	7/3/2025		\$1,239.15
64763	Neer, Jake	7/3/2025		\$1,348.60
64764	Stebbins, Emma L	7/3/2025		\$1,135.86
64765	Torres-Vasquez, Lesley	7/3/2025		\$407.12
64766	Vast, Asher	7/3/2025		\$1,287.02
64767	AWC Employee Benefit Trust	7/3/2025		\$39,821.48
64768	HRA VEBA Trust Contributions	7/3/2025		\$5,378.00
64769	Lincoln National Life Insurance	7/3/2025		\$73.50
64770	MissionSquare #100249 - 401A	7/3/2025		\$1,132.19
64771	MissionSquare #300333 - 457 Plan	7/3/2025		\$3,164.68
64772	Navia Benefit Solutions	7/3/2025		\$1,415.44
64773	Normandy Park Police Guild	7/3/2025		\$572.00
64774	Teamsters Local Union No. 763	7/3/2025		\$505.75
	Payroll Vendor	7/3/2025		\$77,411.93
	DRS	7/3/2025		\$17,552.72
	941 Taxes	7/8/2025		\$34,592.38
	Total			\$192,433.14
	Total			\$192,433.14
	Grand Total			\$192,433.14

2025 07-03 Direct Deposit
EFT DRS 07.03.2025
EFT IRS 07.03.2025

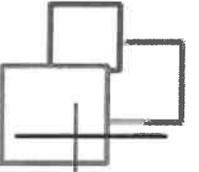


Register

Fiscal: 2025
Deposit Period: 2025 - July 2025
Check Period: 2025 - July 2025 - 1st Period

Number	Name	Print Date	Clearing Date	Amount
Key Bank	479681144990			
64775	911 Supply, Inc	7/10/2025		\$141.21
64776	Anzanga Marimba Ensemble	7/10/2025		\$1,000.00
64777	AramSCO	7/10/2025		\$3,148.77
64778	AT&T Wireless Service C	7/10/2025		\$571.98
64779	Averhealth	7/10/2025		\$78.60
64780	Bin There Consulting, LLC	7/10/2025		\$3,000.00
64781	Brian S. Lane	7/10/2025		\$400.00
64782	Car Wash Enterprises, Inc.	7/10/2025		\$84.00
64783	Chicago Title Insurance Company	7/10/2025		\$386.23
64784	Code Publishing CO Inc	7/10/2025		\$1,246.59
64785	Comcast	7/10/2025		\$11.22
64786	Dunn Lumber Inc.	7/10/2025		\$206.32
64787	Dysfunction Junction Bluegrass Band	7/10/2025		\$850.00
64788	Brissenden, Diane	7/10/2025		\$491.27
64789	GoTo Communications Inc.	7/10/2025		\$1,423.92
64790	Gray & Osborne, Inc.	7/10/2025		\$28,702.55
64791	Gregory Scott Williamson	7/10/2025		\$1,920.00
64792	Haley & Aldrich Inc, Hart Crowser a division of Haley & Aldrich	7/10/2025		\$788.00
64793	Hamline University	7/10/2025		\$440.72
64794	Honey Bucket	7/10/2025		\$301.50
64795	Japan Creative Arts, LLC	7/10/2025		\$1,800.00
64796	KCDA Purchasing Cooperative	7/10/2025		\$196.57
64797	L.N. Curtis & Sons	7/10/2025		\$1,392.88
64798	LEPS-PSS, PLLC, Public Safety Psychological Services	7/10/2025		\$450.00
64799	Les Schwab Tire Center	7/10/2025		\$491.67
64800	Level 3 Communications, LLC, A Lumen Technology Company	7/10/2025		\$191.76
64801	Mark Lutwak	7/10/2025		\$1,500.00
64802	Michael Powers Music	7/10/2025		\$850.00
64803	Navia Benefit Solutions	7/10/2025		\$100.00
64804	Norcom 911	7/10/2025		\$520.20
64805	Pape Machinery	7/10/2025		\$32.59
64806	PetroCard, Inc.	7/10/2025		\$2,327.33
64807	Point and Pay, LLC	7/10/2025		\$25.00

Number	Name	Print Date	Clearing Date	Amount
64808	Print Place LLC	7/10/2025		\$184.03
64809	Puget Sound Energy	7/10/2025		\$5,858.47
64810	Seattle Shakespeare Company	7/10/2025		\$2,000.00
64811	Seattle Times	7/10/2025		\$132.50
64812	SECURITAS TECHNOLOGY CORPORATION	7/10/2025		\$282.27
64813	Stewart MacNichols Hammell, Inc., P.S.	7/10/2025		\$9,850.00
64814	Storm Lake Growers, Inc.	7/10/2025		\$1,575.88
64815	Sunbelt Rentals Inc.	7/10/2025		\$16.86
64816	The Fab Shop, LLC	7/10/2025		\$4,492.95
64817	Timothy R Kennedy	7/10/2025		\$1,250.00
64818	T-Mobile	7/10/2025		\$714.86
64819	U-INC	7/10/2025		\$2,750.59
64820	Utilities Underground Location Center	7/10/2025		\$44.55
64821	Vision Municipal Solutions	7/10/2025		\$1,000.00
64822	WA Association of Sheriffs & Police Chiefs	7/10/2025		\$900.00
64823	Zumar Industries, Inc	7/10/2025		\$4,383.99
	Total			\$90,507.83
	Total		Check	\$90,507.83
	Grand Total		47968144990	\$90,507.83



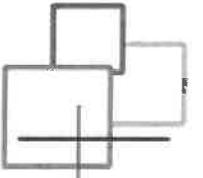
Register

Fiscal: 2025

Deposit Period: 2025 - June 2025, 2025 - May 2025, 2025 - April 2025, 2025 - March 2025

Check Period: 2025 - June 2025 - 4th Period, 2025 - June 2025 - 3rd Period, 2025 - June 2025 - 2nd Period, 2025 - June 2025 - 1st Period, 2025 - May 2025 - 4th Period, 2025 - May 2025 - 3rd Period, 2025 - May 2025 - 2nd Period, 2025 - May 2025 - 1st Period, 2025 - April 2025 - 4th Period, 2025 - April 2025 - 3rd Period, 2025 - April 2025 - 2nd Period, 2025 - April 2025 - 1st Period, 2025 - March 2025 - 5th Period, 2025 - March 2025 - 4th Period, 2025 - March 2025 - 3rd Period, 2025 - March 2025 - 2nd Period, 2025 - March 2025 - 1st Period

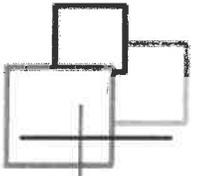
Number	Name	Print Date	Clearing Date	Amount
Key Bank	479681144990			
Check				
EFT Payment 05/15/2025 5:00:18 PM - 1	Corporate Payment Systems	5/15/2025		\$9,326.74
EFT Payment 4/15/2025 2:00:34 PM - 1	Corporate Payment Systems	4/15/2025		\$9,464.01
EFT Payment 6/15/2025 3:01:00 PM - 1	Corporate Payment Systems	6/15/2025		\$10,224.00
	Total		Check	\$29,014.75
	Total		479681144990	\$29,014.75
	Grand Total			\$29,014.75



Register

Fiscal: 2025
Deposit Period: 2025 - July 2025
Check Period: 2025 - July 2025 - 2nd Period

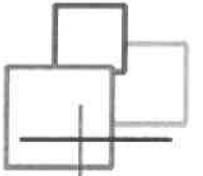
Number	Name	Print Date	Clearing Date	Amount
Key Bank	479681144990			
Check				
64824	AWC Employee Benefit Trust	7/18/2025		\$350.22
64825	Lincoln National Life Insurance	7/18/2025		\$73.50
64826	MissionSquare #100249 - 401A	7/18/2025		\$848.94
64827	MissionSquare #300333 - 457 Plan	7/18/2025		\$3,164.68
64828	Teamsters Local Union No. 763	7/18/2025		\$567.50
64829	Allred, Elijah M	7/18/2025		\$806.40
64830	Lievero, John	7/18/2025		\$3,537.81
64831	Neer, Jake	7/18/2025		\$1,057.53
EFT DRS 07.18.2025	DRS	7/18/2025		\$15,282.65
EFT IRS 07.18.2025	941 Taxes	7/18/2025		\$35,483.84
July 18th 2025	Payroll Vendor	7/18/2025		\$84,049.85
	Total			\$145,222.92
	Total			\$145,222.92
	Grand Total			\$145,222.92



Register

Fiscal: 2025
Deposit Period: 2025 - July 2025
Check Period: 2025 - July 2025 - 2nd Period

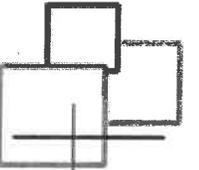
Number	Name	Print Date	Clearing Date	Amount
Key Bank	479681144990			
Check				
64832	Ace Hardware & Paint of Normandy Park	7/24/2025		\$58.47
64833	Bhc Consultants	7/24/2025		\$23,716.54
64834	City of Des Moines	7/24/2025		\$12,040.78
64835	City of Seattle	7/24/2025		\$786.00
64836	City of SunnySide	7/24/2025		\$1,653.75
64837	Colibri Northwest LLC, c/o Peter M Phillips	7/24/2025		\$2,447.60
64838	Comcast	7/24/2025		\$11.22
64839	dba Tacoma Trophy	7/24/2025		\$146.84
64840	Dell Inc	7/24/2025		\$5,880.52
64841	EHM Washington LLC	7/24/2025		\$1,496.00
64842	Lloyd, Aimee	7/24/2025		\$26.25
64843	First Citizens Bank	7/24/2025		\$1,190.14
64844	Haley & Aldrich Inc, Hart Crowser a division of Haley & Aldrich	7/24/2025		\$526.50
64845	Honey Bucket	7/24/2025		\$1,403.90
64846	Horizon Distributors, Inc.	7/24/2025		\$1,864.18
64847	King County Finance	7/24/2025		\$864.03
64848	King County Treasury	7/24/2025		\$197.40
64849	King County Water District No.49	7/24/2025		\$2,276.00
64850	Locke Systems, Inc.	7/24/2025		\$12,176.74
64851	Masons Supply Company	7/24/2025		\$282.27
64852	Pacific Office Automation	7/24/2025		\$355.63
64853	Pape Machinery	7/24/2025		\$547.87
64854	PetroCard, Inc.	7/24/2025		\$1,863.98
64855	Public Safety Testing, Inc.	7/24/2025		\$829.00
64856	Puget Sound Emergency Radio Network Operator	7/24/2025		\$2,990.52
64857	SCORE	7/24/2025		\$10,177.65
64858	SHRED-IT USA, LLC	7/24/2025		\$22.39
64859	Southwest Suburban Sewer District	7/24/2025		\$636.00
64860	WA ST Patrol	7/24/2025		\$60.00
64861	WA ST Treasurer	7/24/2025		\$84.50
EFT Payment 7/3/2025 4:55:03 PM - 1	Corporate Payment Systems	7/15/2025		\$11,477.43
Total				\$98,090.10
Total				\$98,090.10
Grand Total				\$98,090.10



Register

Fiscal: 2025
Deposit Period: 2025 - July 2025
Check Period: 2025 - July 2025 - 3rd Period

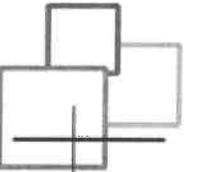
Number	Name	Print Date	Clearing Date	Amount
Key Bank	47968144990			
Check	Corporate Payment Systems			
EFT Payment 7/30/2025 9:26:54 AM - 1		7/30/2025		\$7,229.97
		Total	Check	\$7,229.97
		Grand Total	47968144990	\$7,229.97
				\$7,229.97



Register

Fiscal: 2025
Deposit Period: 2025 - March 2025
Check Period: 2025 - March 2025 - 2nd Period

Number	Name	Print Date	Clearing Date	Amount
Key Bank	47968144990			
Check				
64862	Unemployment	7/25/2025		\$5,514.86
EFT LNI QTR 1 2025	Dept of Labor & Industry	3/31/2025		\$14,271.19
EFT LTC QTR 1 2025	Employment Security Department - WA	3/31/2025		\$3,670.12
EFT PFML QTR 1 2025	Cares Fund C			
	Employment Security Department - PFML B	3/31/2025		\$4,884.35
	Total		Check	\$28,340.52
	Grand Total		47968144990	\$28,340.52
				\$28,340.52



Register

Fiscal: 2025
 Deposit Period: 2025 - June 2025
 Check Period: 2025 - June 2025 - 2nd Period

Number	Name	Print Date	Clearing Date	Amount
Key Bank	479681144990			
Check	Unemployment	7/25/2025		\$6,349.67
64863	Dept of Labor & Industry	6/30/2025		\$14,957.68
EFT LNI QTR2 2025	Employment Security Department - WA	6/30/2025		\$4,012.10
EFT LTC QTR2 2025	Cares Fund C			
EFT PFML QTR2 2025	Employment Security Department - PFML B	6/30/2025		\$5,589.17
	Total		Check	\$30,908.62
	Total		479681144990	\$30,908.62
	Grand Total			\$30,908.62



Normandy Park City Council Meeting

Meeting Date: August 12, 2025

Agenda Category: New Business

Agenda Bill #: 1236

SUBJECT: Approval of a contract with Haley & Aldrich, Inc. for Stormwater Planning Assistance.

ATTACHMENT(S):

1. Haley & Aldrich, Inc. Contract 5700, Exhibit A – Scope, Exhibit B – Budget and Fee Schedule

PRESENTED BY: Jessie Medrow, Stormwater Coordinator

RECOMMENDED BY: Amy Arrington, City Manager

REVIEWED BY: City Manager and City Attorney

STAFF EXPLANATION:

This contract with Haley & Aldrich, Inc. is for stormwater planning services. In March of 2025, the city applied for the *Salmon recovery through Local Planning Grant* through the Washington State Department of Commerce. The city has been recommended for an award, and Haley & Aldrich, Inc. will assist with several of the grant funded tasks under this agreement, including:

- Review and development of tree retention and protection goals and policies
- Grant administration and public engagement assistance

FISCAL IMPACT AND POTENTIAL BENEFITS OR CONSEQUENCES:

The budget for this contract is not to exceed \$18,000 and will be funded through the grant. These tasks will also meet several of the Department of Ecology's Municipal Stormwater Permit requirements outlined in the 2024-2029 permit term.

COUNCIL OPTIONS:

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

RECOMMENDED MOTION:

"I move to authorize City Manager Arrington to approve the Haley & Aldrich, Inc. Contract for stormwater planning assistance as presented. "



Normandy Park
Est. 1953

Professional Service Agreement
Contract Title: Salmon Recovery
Through Local Planning – Haley &
Aldrich, Inc.
Contract #: 5700

This agreement “AGREEMENT” made and entered into on this 8th day of July, 2025, 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 Haley & Aldrich, Inc., 70 Blanchard Rd, Suite 204, Burlington, MA 01803, 617-886-7400, hereinafter referred to as the “CONSULTANT”.

Consultant Business: Haley & Aldrich, Inc.
Consultant Address: 70 Blanchard Rd, Suite 204, Burlington,
MA 01803
Consultant Phone: 617-886-7400, 206-324-9530
Consultant Fax: 206-283-3206
Contact Name: Jim Shannon – Senior Biologist
Consultant E-mail: jshannon@haleyaldrich.com
Federal Employee ID No.: 04-2295689
Authorized City Representative for Ken Courter
this contract:

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 [insert type of service(s)];

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 [insert name(s) and title(s)]. The project manager(s) shall not be replaced without the prior written consent of the CITY.

Work shall commence [insert date] and shall be completed no later than [insert date], 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 [insert length of term] years through [insert date].

B. At the end of each [insert length of term] period, this contract may be renewed for another [insert length of term] 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

-OR- emailed to:

finance@normandyparkwa.gov

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:

John Bingham (email preferred)
3131 Elliot Ave, Suite 600
Seattle, WA 98121

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: _____ Typed/Printed Name: Its <u>Haley & Aldrich, Inc.</u></p> <p>Date: <u>August 5, 2025</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

Work to be performed, including requirements that the consultant perform the services in accordance with the conditions established in the Agreement. Haley & Aldrich will assist the City in fulfilling the requirements of the Salmon Recovery through Local Planning grant as it relates to updating the tree retention and protection policy in the Normandy Park municipal code.

- Haley & Aldrich will provide expertise and support Normandy Park (City) staff to revise the tree retention policy of the Normandy Park code (Table 1).

Table 1. Deliverables, Scope, and Fee		
Deliverable	Scope	Fee
Deliverable 1: Project plan for grant funds	Develop the project plan as it relates to the tree retention and protection policy update.	\$2,000
Deliverable 2: Public engagement plan	Develop the public engagement plan as it relates to the tree retention and protection policy update.	\$2,000
Deliverable 3: Draft LID code revision	<i>Not applicable. To be done by Gray & Osborne and City staff.</i>	\$0
Deliverable 4: Draft updated Small Project Drainage Requirements and Technical Guidance Manual	<i>Not applicable. To be done by Gray & Osborne and City staff.</i>	\$0
Deliverable 5: Draft code/policies for tree retention and protection	Develop the draft code/policies update for tree retention and protection with input from City staff.	\$9,000
Deliverable 6: Interim progress report	Provide input to the interim progress report for tree retention and protection policy with input from City staff.	\$2,000

Table 1. Deliverables, Scope, and Fee		
Deliverable	Scope	Fee
Deliverable 7: Draft Ordinance adopting LID code revision, updated Small Project Drainage Requirements and Technical Guidance Manual, and tree retention policy.	Develop the draft tree retention and protection policy with input from City staff.	\$2,000
Deliverable 8: Memo summarizing completion of deliverables	Provide input to the summarizing memo related to tree retention policy.	\$1,000
Total Fee		\$18,000
<p>Notes: See Exhibit B for rates</p>		

EXHIBIT B - FEES FOR SERVICES

Fees for services will be based on the time worked on the project by staff personnel plus reimbursable expenses. The fee will be computed as follows.

1. Labor related fees will be computed based on personnel billing rates in effect at the time the services are performed. Personnel billing rates are subject to revision on, or about, 1 January and 1 July of each year. The hourly rates are fully inclusive of fringe benefits, burden, and fee. Current rates are provided in the table below.

<i>Classification</i>	<i>Hourly Rate</i>
<i>Project Support</i>	<i>\$122</i>
<i>Technician</i>	<i>\$125</i>
<i>Project Technician</i>	<i>\$135</i>
<i>Senior Technician</i>	<i>\$145</i>
<i>Project Controls</i>	<i>\$147</i>
<i>Staff Professional 1</i>	<i>\$158</i>
<i>Staff Professional 2</i>	<i>\$177</i>
<i>Project Professional</i>	<i>\$197</i>
<i>Technical Specialist</i>	<i>\$205</i>
<i>Project Manager / Senior Technical Specialist</i>	<i>\$225</i>
<i>Senior Project Manager / Technical Expert</i>	<i>\$265</i>
<i>Program Manager / Senior Technical Expert</i>	<i>\$339</i>
<i>Principal</i>	<i>\$360</i>
<i>Senior Principal</i>	<i>\$395</i>

2. Pre-trial conferences, depositions, and expert testimony will be billed at one and one-half (1.5) times the rates quoted above.
3. Second and Third Shift, Weekend, and Holiday hours will be billed at \$40/hour premium. Second and Third Shifts are those starting between 4 PM and 4 AM.
4. Field visits will be billed at 4-hour minimum; night shifts will be billed at 8-hour minimum. Cancellation of scheduled night shift within 24 hours will be charged the full 8 hours.
5. Direct non-salary expenses will be billed at our cost plus fifteen (15) percent, except for employee vehicle use which will be billed at IRS allowed mileage rates.
6. General project-related expenses such as mobile phone expenses (including mobile app fees); in-house reproduction; printing costs for reports, drawings, and other project records; mail and overnight document delivery; and long-term electronic and paper document storage will be billed as a general communication fee at a rate of four (4) percent of the labor charges.
7. Subcontractors will be billed at our cost plus fifteen (15) percent.
8. Equipment and laboratory testing will be billed at rates listed in the attached Equipment and Laboratory Rate Schedules, as applicable.

EQUIPMENT RATE SCHEDULE

AIR MONITORING EQUIPMENT	Daily	Weekly	Monthly
<i>Drager/Rae Sampling Kit (tubes not included)</i>	\$10	\$40	\$120
<i>Dust Monitor</i>	\$100	\$400	\$1,200
<i>Four-Gas Meter</i>	\$43	\$172	\$516
<i>Photoionization Detector - 10.6 or 11.7 eV</i>	\$70	\$280	\$840
FIELD TESTING	Daily	Weekly	Monthly
<i>Double Ring Infiltrometer</i>	\$250	---	---
<i>Field Supplies</i>	\$28	\$112	\$448
<i>Guelph Permeameter</i>	\$150	---	---
<i>Inclinometer Readings</i>	\$250	---	---
<i>Sand Cone Field Density Kit</i>	\$75	\$225	\$725
<i>pH Meter</i>	\$15	\$60	\$180
<i>Pile Load Testing (per test)</i>	\$1,500	---	---
<i>Plate Load Tester (per day)</i>	\$50	---	---
<i>Pit Box Test (per day)</i>	\$400	---	---
<i>Slug Test Kit (per day)</i>	\$350	---	---
<i>Wood Pile Load Testing (per test)</i>	\$250	---	---
SAMPLING EQUIPMENT	Daily	Weekly	Monthly
<i>Groundwater Sampling Bundle with Bladder Pump</i>	\$315	\$1,000	\$3,000
<i>Groundwater Sampling Bundle with Peristaltic Pump</i>	\$250	\$750	\$2,100
<i>Groundwater Sampling Bundle with Grundfos Pump</i>	\$350	\$1,100	\$3,100
<i>Rotohammer Drill</i>	\$100	\$400	---
<i>Soil Sampling or Tank Pull Equipment Bundle</i>	\$150	\$350	\$1,050
<i>Soil Vapor Sampling Bundle</i>	\$400	\$1,400	\$2,600
<i>Turbidity Meter</i>	\$20	\$80	\$240
<i>YSI Meter with Flow Cell</i>	\$100	\$400	\$1,200
WATER LEVEL METERS AND INTERFACE PROBES	Daily	Weekly	Monthly
<i>Barologger</i>	\$10	\$40	\$120
<i>Levelogger</i>	\$25	\$100	\$300
<i>Oil/Water Interface Probe</i>	\$50	\$200	\$600
<i>Water Level Indicator</i>	\$20	\$80	\$240
GEOTECHNICAL INSTRUMENTATION	Daily	Weekly	Monthly
<i>Cone Penetrometer</i>	\$15	\$60	\$180
<i>Crack Monitors - Electronic Datalogger</i>	---	\$120	\$360
<i>Dynamic Cone Penetrometer</i>	\$150	---	---
<i>Electronic Readout Box</i>	\$25	\$100	\$300
<i>Geokon LC-2 Single Channel Logger</i>	---	\$80	\$240
<i>Geokon - CR 800 Vibrating Wire Datalogger with Modem</i>	---	\$100	\$300
<i>Geokon GK 401 Vibrating Wire Readout Box</i>	\$50	\$100	\$300
<i>In-Place Inclinometer Rental</i>	---	---	\$1,250
<i>Modem</i>	---	---	\$250
<i>Nuclear Density Gauge</i>	\$100	\$300	\$900

EQUIPMENT RATE SCHEDULE (continued)

GEOTECHNICAL INSTRUMENTATION (continued)	Daily	Weekly	Monthly
Power System - Battery	\$5	\$20	\$60
Power System - Solar	\$15	\$60	\$180
Seismograph - Manual	\$75	\$225	\$725
Seismograph - Remote Units	\$100	\$275	\$825
Tiltmeter	---	\$150	\$450
Vibration and Sound Monitoring Station	\$125	\$325	\$925
VDV Web Service	---	---	\$200
UAS DATA ACQUISITION & PROCESSING	Daily	Weekly	Monthly
UAS Digital Imagery Equipment	---	\$200	\$800
UAS Digital Imagery w/Ground Control Package (UAS + GNSS)	---	\$300	\$1,200
UAS Hyperspectral Equipment	---	\$300	\$1,200
UAS Hyperspectral w/Ground Control Package (UAS w/HS + GNSS)	---	\$400	\$1,600
LIDAR SCANNING & PROCESSING	Daily	Weekly	Monthly
LiDAR Scanning Equipment (Terrestrial & Aerial)	\$400	\$1,600	---
LiDAR Equipment w/Ground Control Package (LiDAR + GNSS)	\$500	\$2,000	---
MISCELLANEOUS	Daily	Weekly	Monthly
Camera - Digital	\$10		
Decontamination Kit (each)	\$50	---	---
Field Truck (including fuel)	\$150	\$600	\$2,100
Generator	\$50	\$200	\$600
GeoTech Sample Jars 16 oz. (per box)	\$10	---	---
GPS Unit	\$150	\$600	\$1,800
Harness with Restraint Lanyard	\$40	\$160	\$480
Motorola CP200d Radio (pair)	---	\$35	\$140
Personal Protective Equipment - Level C (per person)	\$45	---	---
R/V Catalyst - 26 Ft Sampling Vessel	\$600	---	---
Research Nets	\$60	---	---
Sampling Tubing (roll)	\$20	---	---
Saximeter II	\$35	\$140	\$420
Sound Level Meter	\$50	\$200	\$600
Tool Trailer	\$300	---	---

LABORATORY RATE SCHEDULE

SOIL CLASSIFICATION AND INDEX TESTS	Unit Price
<i>Atterberg Limits - 1 Point</i>	\$125
<i>Atterberg Limits - 3 Point</i>	\$180
<i>Grain Size - Hydrometer and Sieve Analysis</i>	\$300
<i>Grain Size - 200 Wash</i>	\$100
<i>Grain Size- Sieve Analysis (Standard Sample)</i>	\$125
<i>Grain Size - Sieve Analysis (Bulk Sample)</i>	\$150
<i>Grain Size - Hydrometer</i>	\$175
<i>Water Content</i>	\$25
<i>Organic Content</i>	\$75
<i>Specific Gravity</i>	\$125
<i>Visual Classification</i>	\$15
SOIL MOISTURE-DENSITY TESTS	Unit Price
<i>Bulk Density</i>	\$100
<i>California Bearing Ratio (CBR)</i>	\$650
<i>Proctor - 1 Point</i>	\$120
<i>Proctor - 4 Point</i>	\$250
<i>Proctor - 4 Point (Cohesive Soil)</i>	\$300
SOIL CONSOLIDATION AND STRENGTH TESTS	Unit Price
<i>Consolidation - Constant Rate of Strain (CRS)</i>	\$650
<i>Consolidation - Incremental</i>	\$500
<i>Unconfined Compression</i>	\$100
<i>Direct Simple Shear (DSS)</i>	\$300
<i>Cyclic Direct Simple Shear (CDSS)</i>	\$650
<i>Triaxial Compression - Isotropic Consolidation</i>	\$500
<i>Triaxial Compression - Ko/anisotropic Consolidation</i>	\$800
<i>Triaxial Compression - Unconsolidated</i>	\$300
SURCHARGE RATES	Unit Price
<i>Atterberg Limits Dry Prep</i>	\$15
<i>Atterberg Limits Organic Classification</i>	\$40
<i>Sample Preparation</i>	\$120
<i>Triaxial High Pressure (over 100 psi)</i>	\$100
<i>Tube Cut (per cut)</i>	\$25
<i>Tube Extrusion</i>	\$100

Additional H&A Laboratory analyses, pricing, and rush rates available upon request.



Normandy Park City Council Meeting

Meeting Date: August 12, 2025

Agenda Category: New Business

Agenda Bill #: 1240

SUBJECT: Award the abatement and demolition contract for the property located at 17522 13th Ave SW.

ATTACHMENT(S):

1. Abatement and Demolition Contract

PRESENTED BY: Ken Courter, Public Works Director

REVIEWED BY: City Manager & City Attorney

STAFF EXPLANATION:

In 2025, the City purchased a single-family residence located at 17522 13th Ave SW. This parcel will eventually be utilized as part of the Walker and Sequoia Creek Culvert replacement project and the Salmon View Park project. The property acquisition was funded through King County Conservation Futures and King County Park Capital and Open Space Grants. Under the grant agreements with King County, the city is required to return the property to open space within two years after purchase. This contract will abate onsite asbestos and lead, demolish all structures onsite, and allow for landscape restoration as temporary site stabilization until additional funding is secured to improve floodplain and riparian areas onsite.

The City put the project out to bid in early July with a bid opening on July 31st. We had four responsive bidders, with the lowest responsive bid at \$109,979.60 with Woodland Industries.

FISCAL CONSIDERATIONS:

The total contract cost is \$109,979.60. This project is being funded through a King County WRIA 9 Cooperative Watershed Management Grant. This grant was awarded to the City in 2024 with a total grant amount not to exceed \$150,000. Grant funds will be sufficient to cover all costs associated with the abatement and demolition, including construction, consulting, and staff administration time.

COUNCIL OPTIONS:

1. Authorize the City Manager to sign a contract with Woodland Industries to abate and demolish the structures at 17522 13th Ave SW.
2. Authorize the contract with specified changes.
3. Take no action.

RECOMMENDED MOTION:

"I authorize City Manager Arrington to enter into the Abatement and Demolition contract with Woodland Industries as presented."



August 4, 2025

Mr. Ken Courter
Public Works Director
City of Normandy Park
801 SW 174th Street
Normandy Park, Washington 98166

SUBJECT: REVIEW OF BIDS – 17522 13TH AVENUE SW DEMOLITION
CITY OF NORMANDY PARK, KING COUNTY, WASHINGTON
G&O #25479.00

Dear Mr. Courter:

On June 31, 2025, the City of Normandy Park received five responsive bids for the 17522 13th Avenue SW Demolition; however, one was officially withdrawn, and one was a non-responsive bid. The remaining responsive bids ranged from \$109,979.60 to \$158,538.13. The Engineer’s Estimate was \$74,936.00. Each proposal was checked for correctness of extensions of the prices per unit and the total price. No corrections were made. We have provided a bid summary with this letter. The bidders and their respective bid amounts, including sales tax where applicable, are as follows.

	Engineer’s Estimate	\$74,936.00
1.	Woodland Industries (Puyallup, Washington)	\$109,979.60
2.	3 Kings Environmental, Inc. (Battle Ground, Washington)	\$146,566.00
3.	Rivers Edge Environmental Services, Inc. (Enumclaw, Washington)	\$151,728.54
4.	NW Construction General Contracting, Inc. (Battle Ground, Washington)	\$158,538.13

The lowest responsive bidder, Woodland Industries of Puyallup, Washington, is currently a Washington State registered and licensed Contractor and appears to have the relevant qualifications and experience to successfully perform the work the project will require. To our knowledge, the lowest bidder has not claimed bid error and no formal bidding protests have been recorded. In accordance with RCW 39.04, we have verified the lowest bidder, Woodland Industries of Puyallup, Washington, has met the responsibility criteria. The Mandatory Bidder Responsibility Checklist, including documentation, is attached for the City’s file. We have also reviewed the Supplemental Bidder Criteria



Mr. Ken Courter
August 4, 2025
Page 2

information submitted by Woodland Industries and they appear to meet the requirements of the Supplemental Bidder Responsibility Criteria.

Based on our evaluation, we recommend that the project be awarded to the lowest responsive, responsible bidder:

Woodland Industries
10715 66th Avenue East
Puyallup, Washington 98373

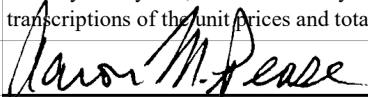
Please contact us if you have any questions and/or require additional information.

Sincerely,

GRAY & OSBORNE, INC.


Aaron M. Pease, P.E.

AMP/sr
Encl.

BIDDER		ENGINEER'S ESTIMATE		WOODLAND INDUSTRIES		3 KINGS ENVIRONMENTAL, INC.		RIVERS EDGE ENNVIRONMENTAL SERVICES, INC.		NW CONSTRUCTION GENERAL CONTRACTING, INC.		
BIDDER ADDRESS				10715 66th Avenue East Puyallup, WA 98373 922,693-00		P.O. Box 280 Battle Ground, WA 98604 877,928-01		2011 Garrett Street Enumclaw, WA 98022 499,970-06		22317 NE 72nd Avenue Battle Ground, WA 98604 814,651-00		
WASHINGTON STATE WORKMAN'S COMP. ACCT. NO.				WOODLIG033JD		3KINEI036K3		RIVEREE855DT		NWCONGC0840A		
WASHINGTON STATE CONTRACTOR'S REG. NUMBER				5% BID BOND		5% BID BOND		5% BID BOND		5% BID BOND		
BID BOND OR OTHER GOOD FAITH TOKEN												
NO.	ITEM	QUANTITY	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	Mobilization and Demobilization	1 LS	\$2,000.00	\$2,000.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$5,140.87	\$5,140.87	\$5,000.00	\$5,000.00
2	Minor Change	1 CALC	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
3	Hazardous Materials Demolition	1 LS	\$30,000.00	\$30,000.00	\$52,800.00	\$52,800.00	\$65,000.00	\$65,000.00	\$41,976.00	\$41,976.00	\$69,300.00	\$69,300.00
4	Building Demolition	1 LS	\$30,000.00	\$30,000.00	\$35,000.00	\$35,000.00	\$48,000.00	\$48,000.00	\$79,907.83	\$79,907.83	\$64,064.00	\$64,064.00
5	Site Restoration	1 LS	\$3,000.00	\$3,000.00	\$4,000.00	\$4,000.00	\$9,000.00	\$9,000.00	\$7,660.00	\$7,660.00	\$2,500.00	\$2,500.00
	Subtotal			\$68,000.00		\$99,800.00		\$133,000.00		\$137,684.70		\$143,864.00
	Sales Tax @ 10.2%			\$6,936.00		\$10,179.60		\$13,566.00		\$14,043.84		\$14,674.13
	TOTAL CONSTRUCTION COST			\$74,936.00		\$109,979.60		\$146,566.00		\$151,728.54		\$158,538.13
Sealed bids were opened at the City of Normandy Park, 801 SW 174th Street, Normandy Park, Washington 98166 on Thursday, July 31, 2025, at 10:00 a.m. (local time).												
I hereby certify that, to the best of my knowledge, the above tabulations are true and correct transcriptions of the unit prices and total amounts bid.												
 AARON PEASE, P.E.												

Mandatory Bidder Responsibility Checklist

The following checklist will be used in documenting that a Bidder meets the mandatory responsibility criteria. The Engineer should print a copy of documentation from the appropriate website to include with this checklist in the contract file.

General Information							
Owner/Project Name: City of Normandy Park / 17522 13 th Ave SW Demolition	Project Number: G&O - 25479						
Bidder's Business Name: Woodland Industries	Bid Submittal Deadline: 10:00am July 31 st 2025						
Contractor Registration							
https://secure.lni.wa.gov/verify/							
License Number: WOODLIG033JD	Status: Active: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
Effective Date (must be effective on or before Bid Submittal Deadline): 04/04/1997	Expiration Date: 03/08/2026						
Current UBI Number							
https://secure.lni.wa.gov/verify/							
UBI Number: 601-739-741	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>						
Industrial Insurance Coverage/Worker Compensation							
https://secure.lni.wa.gov/verify/							
Account Number: 922,693-00	Account Current: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>						
Employment Security Department Number							
Employment Security Department Number: 88729800-2							
<ul style="list-style-type: none"> • Has Bidder provided account number on the Bid Form? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> • And/or have you asked the Bidder for documentation from Employment Security Department on account number? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> 							
State Excise Tax Registration Number							
https://secure.lni.wa.gov/verify/							
Tax Registration Number: 601-739-741	Account: Open <input checked="" type="checkbox"/> Closed <input type="checkbox"/>						
Certification of Compliance with Wage Payment Statutes Clause Signed							
(See Proposal for Required Clause or Signed Certification Form) (Not Applicable) Yes <input type="checkbox"/> No <input type="checkbox"/>							
Not Disqualified from Bidding							
https://secure.lni.wa.gov/debarandstrike/ContractorDebarList.aspx							
Is the Bidder listed on the "Contractors Not Allowed to Bid" list of the Department of Labor and Industries? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
Public Works Requirements Training							
https://secure.lni.wa.gov/verify/							
Contractor: <table style="margin-left: 20px; border: none;"> <tr> <td>Is Exempt from this Requirement</td> <td><input checked="" type="checkbox"/></td> </tr> <tr> <td>Has Completed Training</td> <td><input type="checkbox"/></td> </tr> <tr> <td>Has Not Completed Training</td> <td><input type="checkbox"/></td> </tr> </table>		Is Exempt from this Requirement	<input checked="" type="checkbox"/>	Has Completed Training	<input type="checkbox"/>	Has Not Completed Training	<input type="checkbox"/>
Is Exempt from this Requirement	<input checked="" type="checkbox"/>						
Has Completed Training	<input type="checkbox"/>						
Has Not Completed Training	<input type="checkbox"/>						
Excluded Parties Listing System (Federal Funded Projects)							
https://www.sam.gov/							
Does the Bidder have an Active Exclusion? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>							
Checked by:							
Name: William Gillard	Date: 08/04/2025						

Contractors

WOODLAND INDUSTRIES GN CON INC

Owner or tradesperson

Principals
 ROGERS, R LEE, PRESIDENT

GROFF, MICHAEL R
 (End: 03/08/2010)

10715 66TH AVE E
 PUYALLUP, WA 98373
 253-770-9663
 PIERCE County

Doing business as

WOODLAND INDUSTRIES GN CON INC

WA UBI No.
601 739 741

Business type
Corporation

Registration

Verify the contractor's active registration / license / certification (depending on trade) and any past violations.

Construction Contractor

Active
Meets current requirements.

License specialties

GENERAL

License no.
WOODLIG033JD
 Effective — expiration
04/04/1997 — 03/08/2026

L&I Contractor Registration:

1-800-647-0982 - Email: ContReg@Lni.wa.gov

Bond

Ohio Cas Ins Co \$12,000.00

Bond account no.
47K007154

Received by L&I
03/21/2022

Effective date
03/14/2022
 Expiration date
Until Canceled

Bond history

Insurance

Scottsdale Ins Co \$1,000,000.00

Policy no.
VRS0008009

Received by L&I
02/28/2025

Effective date
03/04/2025
 Expiration date
03/04/2026

Insurance history

Savings

No savings accounts during the previous 6 year period.

Lawsuits against the bond or savings

Cause no.
24-2-07398-7
 Complaint filed by

MELISSA HORTON AND CALVIN HORTON[Open](#)Complaint against bond(s) or savings
47K007154Complaint date
03/26/2025Complaint amount
\$0.00**L&I Tax debts****No L&I tax debts are recorded for this contractor license during the previous 6 year period, but some debts may be recorded by other agencies.****License Violations****No license violations during the previous 6 year period.****Certifications & Endorsements****OMWBE Certifications**

Small Business Enterprise (SBE)

Apprentice Training AgentNo active Washington registered apprentices exist for this business. Washington allows the use of apprentices registered with Oregon or Montana. Contact the [Oregon Bureau of Labor & Industries](#) or [Montana Department of Labor & Industry](#) to verify if this business has apprentices.**Workers' Comp**

Do you know if the business has employees? If so, verify the business is up-to-date on workers' comp premiums.

L&I Account ID
922,693-00**Account is current.**

Doing business as

WOODLAND INDUSTRIES GENERAL CO

Estimated workers reported

Quarter 2 of Year 2025 "7 to 10 Workers"

Workers' Comp Account Contact

T0 / MICHELE GARRETT (360) 902-4620 - Email: GAMI235@lni.wa.gov**Public Works Requirements**

Verify the contractor is eligible to perform work on public works projects.

Required Training– Effective July 1, 2019
Exempt from this requirement.**Contractor Strikes****No strikes have been issued against this contractor.****Contractors not allowed to bid****No debarments have been issued against this contractor.****Workplace Safety & Health**

Check for any past safety and health violations found on jobsites this business was responsible for.

Inspection results date
11/29/2023[Violations](#)Inspection no.
317976048Location
**2501 N. Washington St.
Tacoma, WA 98406**



Normandy Park City Council Meeting

Meeting Date: August 12, 2025

Agenda Category: New Business

Agenda Bill #: 1248

SUBJECT: Approval of the Transportation Improvement Board Grant Applications.

ATTACHMENT(S):

1. 4th Ave SW & Normandy Road Vicinity Map
2. 2nd Ave Complete Streets Map & Cross section
3. Normandy Drive project Map

PRESENTED BY: Ken Courter, Public Works Director

REVIEWED BY: City Manager & City Attorney

STAFF EXPLANATION:

Transportation Improvement Board (TIB) grant applications are due August 15th, and staff is planning to apply for three separate TIB grants. The list of proposed projects includes:

- 4th Ave SW & Normandy RD intersection improvements.
- 2nd Ave SW between Wilson and Walker Parks - sidewalk and parking improvements.
- Normandy Drive SW overlay – 1st Ave SW to Marine View Drive.

As part of the grant requirements, TIB requires a local match of 15%. Agencies are eligible for preference points if they commit to an additional match of up to 25%. Staff is recommending that the City apply for the three proposed projects and commit to a 25% match for two of those projects.

FISCAL CONSIDERATIONS:

Staff recommendation is to apply for the following TIB Grants:

1. 4th Ave SW & Normandy Rd intersection improvements: Total Project Cost \$1,307,800 – Required Match \$196,170 – Recommended Match \$326,950.
2. 2nd Ave SW – Complete Streets: Total Project Cost \$983,400 – Required Match \$147,680 – Recommended Match \$245,850.
3. Normandy Drive Overlay – 1st Ave to Marine View Drive: Total Project Cost is \$578,005 – Required Match is \$86,705. The City grants applications for the Arterial Preservation Program have been successful in the past, so staff is recommending that the City commit to the required 15% match for this project.

Match requirements for these projects will be funded through REET fund.

COUNCIL OPTIONS:

1. Authorize City Manager Arrington to proceed with TIB grant applications as presented.
2. Authorize City Manager Arrington to proceed with TIB grant applications with specified changes.
3. Take no action.

RECOMMENDED MOTION:

"I authorize City Manager Arrington to proceed with TIB grant applications as recommended."



Walker Preserve



SW 168th St

PROJECT AREA

2nd Ave SW

2nd Ave SW

2nd Ave SW

SW 171st Pl

SW 171st St

SW 171st St

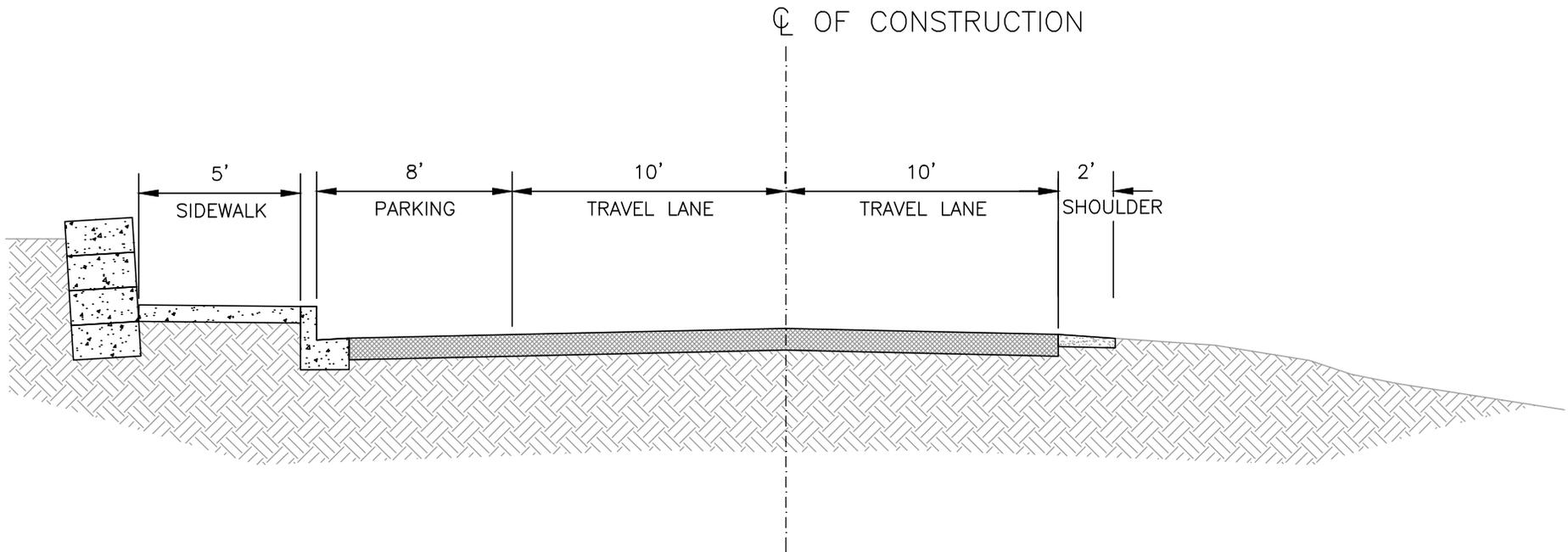


Grace M. and TA Wilson Park

1st Ave S

1st Ave S

City of Normandy Park
2nd Ave SW Complete
Streets
Vicinity Map



2ND AVE SW
(SW 171ST PL TO WALKER PRESERVE)
TYPICAL CROSS-SECTION

NOT TO SCALE

CITY OF NORMANDY PARK

2ND AVE SW
 COMPLETE STREETS
 TYPICAL SECTION



Gray & Osborne, Inc.
 CONSULTING ENGINEERS



Normandy Park City Council Meeting

Meeting Date: August 12, 2025

Agenda Category: New Business

Agenda Bill #: 1247

SUBJECT: Approval of Ordinance No. 1078 amending the Normandy Park Municipal Code to modify the business license threshold amount for businesses outside the City limits.

ATTACHMENT(S):

- Ordinance No. 1078

PRESENTED BY: Amy Arrington, City Manager

REVIEWED BY: City Clerk, City Manager & City Attorney

STAFF EXPLANATION:

Washington State has made changes to the required business license threshold for businesses located outside the city limits, and the City's municipal code needs to be updated.

Currently, any person or business located outside of the city limits whose annual value of products, sales, or gross income in Normandy Park is equal to or less than \$2,000 shall be exempt from the general business license requirements. The State has updated its business model for cities to follow, and the main change in the update would make a one-time increase to a higher threshold of \$4,000 for out-of-city businesses from the current \$2,000 threshold, effective January 1, 2026. Other changes include:

- Every four years thereafter, the threshold would have an automatic periodic increase based on cumulative inflation.
- The rates of inflation would be calculated using the Consumer Price Index-U (CPI-U) Western for June of each year, compared to the previous year for the previous four years.
- The rate of inflation would be calculated as zero in any year in which inflation was negative and capped at 5% per year or 20% over four years if inflation exceeded those amounts.
- To make the threshold easier to administer, the cumulative inflation amount would be rounded to the nearest \$100.

COUNCIL OPTIONS:

1. Approve Ordinance No. 1078 as presented.
2. Approve Ordinance No. 1078 with amendments.
3. Take no action.

RECOMMENDED MOTION:

"I move to approve Ordinance No. 1078 as presented."

**CITY OF NORMANDY PARK
NORMANDY PARK, WASHINGTON**

ORDINANCE NO. 1078

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
NORMANDY PARK, WASHINGTON, AMENDING NORMANDY
PARK MUNICIPAL CODE SECTION 4.02.040 TO MODIFY THE
BUSINESS LICENSE THRESHOLD AMOUNT; PROVIDING FOR
SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, the City of Normandy Park requires a general business license for businesses operating in the City and partners with the Washington State Department of Revenue Business Licensing Service to issue those licenses; and

WHEREAS, RCW 35.90.080 requires cities that partner with Washington Department of Revenue for general business licenses to adopt the business license model ordinance; and

WHEREAS, the model ordinance workgroup updated the definitions in the model ordinance as allowed by RCW 35.90.080(1)(c); and

WHEREAS, the changes in the model ordinance must be adopted by cities with the same effective date of January 1, 2026; and

WHEREAS, the model ordinance increased minimum gross receipt threshold for out-of-city businesses to \$4000; and

WHEREAS, the model ordinance also added a periodic increase of the minimum threshold based on a consumer price index with a maximum of 5% per year; and

WHEREAS; the City of Normandy Park must adopt the changes by mid-October to comply with the January 1, 2026 effective date;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORMANDY PARK, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Findings. The foregoing recitals are hereby adopted as Findings of Fact in support of this Ordinance.

Section 2. Amendment to NPMC Section 4.02.040. NPMC Section 4.02.040 is hereby amended as follows:

4.02.040 Businesses located outside city limits.

(1) Unless otherwise exempt in subsection (2) of this section or elsewhere in this chapter, this chapter covers and applies to any business located outside the city that engages in some business activity inside the city limits of the city of Normandy Park.

(2) To the extent set forth in this subsection, the following persons and businesses shall be exempt from the license requirements as outlined in this chapter:

(a) Any person or business whose annual value of products, gross proceeds of sales, or gross income of the business in the city is equal to or less than \$2,000 and who does not maintain a place of business within the city shall be exempt from the general business license requirements in this chapter. The chapter does not apply to regulatory license requirements or activities that require a specialized permit.

Beginning January 1, 2026, the threshold amount is \$4000. The threshold amount will be adjusted every forty-eight months on January 1, by an amount equal to the increase in the Consumer Price Index (“CPI”) for “West Urban, All Urban Consumers” (CPI-U) for each 12-month period ending on June 30 as published by the United States Department of Labor Bureau of Labor Statistics or successor agency. To calculate this adjustment, the current rate will be multiplied by one plus the cumulative four-year (forty-eight months) CPI increase using each 12-month period ending on June 30 of each prior year and rounded to the nearest \$100. However, if any of the annual CPI increases are more than five (5) percent, a five (5) percent increase will be used in computing the annual basis and if any of the annual CPI decreased during the forty-eight-month period, a zero (0) percent increase will be used in computing the annual basis.

Section 3. Corrections. The City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 4. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 5. Effective Date. This ordinance shall take effect January 1, 2026, after passage and publication of an approved summary thereof consisting of the title.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORMANDY PARK,
WASHINGTON, at a Regular Meeting thereof this _____ day of _____,
2025.

CITY OF NORMANDY PARK

ATTEST/AUTHENTICATED

Erin Smith, City Clerk

APPROVED AS TO FORM:

Heidi Greenwood, City Attorney
Ogden Murphy Wallace, PLLC

<u>Vote</u>	Zimmerman	Hohimer	Lamanna	West	Healey	McEvoy	Bishoff
Ayes:							
Nays:							
Abstentions:							
Absent:							

Passed by the City Council:

Date of Publication:



Normandy Park City Council Meeting

Meeting Date: August 12, 2025

Agenda Category: New Business

Agenda Bill #: 1257

SUBJECT: Ordinance No. 1079 amending Chapter 10.48 of the Normandy Park Municipal Code to adopt additional regulations regarding utilities on city right-of-way – 1st Reading

ATTACHMENT(S):

1. Ordinance No. 1079

PRESENTED BY: Ken Courter, Public Works Director

RECOMMENDED BY: City Manager and City Attorney

REVIEWED BY: City Attorney, City Manager, and Public Works Department

STAFF EXPLANATION:

The current Right-of-Way code lacks adequate enforcement tools to hold utility providers accountable for restoration requirements. Staff is proposing to adopt new code that would allow the City to fine utility providers when permit conditions and road standards are not met.

There are two specific requirements that are not met on a regular basis. Telephone pole replacements, old poles are being left standing for years in some cases. Standards require old poles to be removed within 180 days of the new pole installation. Road standards also require asphalt patching to be completed within 30 days of the completion of groundwork. We regularly see asphalt repairs take many months.

The proposed code will allow staff to put utilities on notice when standards are not met, followed by fines if necessary. Similar code has been adopted in the City of Kenmore with great success thus far.

Staff recommends waiving the 2nd reading for this ordinance to facilitate ongoing franchise negotiations with AT&T and Astound.

FINANCIAL IMPACT:

The proposed code will give staff the tools to more efficiently manage the right-of-way. This code is not intended to be a revenue source.

COUNCIL OPTIONS:

1. Adopt Ordinance #1079 as presented.
2. Adopt Ordinance No. 1079 with amendments.
3. Take no action

RECOMMENDED MOTION:

"I move to waive the second reading and adopt Ordinance No. 1079 as presented ."

**CITY OF NORMANDY PARK
ORDINANCE NO. 1079**

AN ORDINANCE OF THE CITY COUNCIL OF THIS CITY OF NORMANDY PARK, WASHINGTON, AMENDING CHAPTER 10.48 OF THE NORMANDY PARK MUNICIPAL CODE (NPMC) TO ADOPT ADDITIONAL REGULATIONS REGARDING UTILITIES ON CITY RIGHT-OF-WAY; PROVIDING FOR SEVERABILITY; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Normandy Park Municipal Code (“NPMC”) Title 10 establishes regulations regarding streets and sidewalks; and

WHEREAS, NPMC Chapter 10.48 sets forth regulations regarding work and facilities in the public right-of-way; and

WHEREAS, City staff have proposed the adoption of additional regulations regarding when utilities in the public right-of-way need to relocate as well as insurance and restoration requirements for such utilities; and

WHEREAS, City Council has reviewed the proposed code amendments set forth herein at a duly noticed public meeting on August 12, 2025; and

WHEREAS, after considering the proposed code amendments prepared by City Staff, and the public comments received (if any), the City Council desires to adopt the code amendments as set forth herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORMANDY PARK, WASHINGTON, DOES ORDAIN AS FOLLOWS:

Section 1. Amend NPMC Section 10.48.120. Section 10.48.120 of the Normandy Park Municipal code is hereby amended to read as follows:

10.48.120 Insurance and hold harmless agreement required.

When required by the city manager or his designee, a certificate of liability insurance shall be submitted to the city prior to permit issuance, in the amount of ~~\$1,000,000 commercial general liability coverage per occurrence and \$2,000,000 aggregate~~ to be determined by the City based on the nature and amount of risk involved. The City of Normandy Park shall be named as additional insured. ~~The minimum insurance coverage may be increased administratively based on the nature and amount of risk involved.~~ All applicants shall hold the city harmless for all damages occurring from their work and shall be required to sign a hold harmless agreement that is included in the application form.

Section 2. Amend NPMC Chapter 10.48. Chapter 10.48 of the Normandy Park Municipal code is hereby amended by the addition of the following new sections:

10.48.140 Restoration.

(1) Upon completion of any construction, maintenance, repair or replacement work, all persons shall promptly repair any and all public and private property improvements, fixtures, structures and facilities in the public ways, other ways or city property or otherwise damaged during the course of construction, installation, maintenance, repair or replacement, restoring the same as nearly as practicable to its condition before the start of construction, installation, maintenance, repair or replacement. All restoration must be completed before the expiration of the right-of-way permit authorizing the underlying work, and/or as required by Normandy Park Road Design and Construction Standards, whichever is sooner, unless another date is agreed to by the public works director. All survey monuments disturbed or displaced shall be referenced and replaced as required by Chapter 332-120 WAC. The referencing and replacement of survey monuments shall be performed by a licensed land surveyor. The public works director shall have final approval of the completeness of all restoration work and all persons shall warrant said restoration work for a period of two years.

(2) Failure to restore the public right-of-way as required by this section shall be enforced by the City by issuance of daily fines per NPMC 10.48.160(3).

10.48.150 Relocations.

(1) Any person or entity with facilities in the public right-of-way shall be responsible, at no expense to the City, to repair, remove or relocate all existing facilities within the right-of-way if such installation, repair, removal, or relocation is required by the City for any purpose, including, but not limited to, conflicts with a City project, City maintenance and operation, public safety, scenic beauty, utility-driven relocations or replacements.

(a) Facilities shall be relocated as directed by the City that conflict with City projects, as determined by the public works director. The utility shall relocate its facilities within 120 calendar days from written notice by the City to relocate. Facilities shall be relocated in the time frame required under this section. The 120 days shall not be extended for any reason unless provided for in a written agreement. Failure to relocate facilities as required by this section shall be enforced by the City by issuance of daily fines per NPMC 10.48.160(4).

(b) In the event of a pole relocation or replacement, all utilities attached to the original pole shall relocate to the new pole within 30 calendar days of the notification to relocate (“utility-driven project”). The utility pole owner shall be responsible for the coordination of and providing notice to any third-party utilities for the relocation of their respective facilities. The City may provide the 30-day relocation notice at the public works director’s discretion. Failure to relocate facilities as required by this section shall be enforced by the City by issuance of daily fines per NPMC 10.48.160(5).

10.48.160 Enforcement.

The city manager or designee is authorized to enforce the provisions of this chapter, the ordinances codified in it, and any rules and regulations adopted hereunder pursuant to the following:

(1) Activities performed in the right-of-way without a permit shall be fined \$1,000 per day per each occurrence;

(2) Lane/road closures that occur outside of the permitted closure hours or without prior approval from the city manager or designee shall be fined \$500.00 per day, per permit for each day a violation occurs. Repeat occurrences may result in revocation of the permit.

(3) Where restoration is required per NPMC 10.48.140, failure to timely restore the right-of-way shall be subject to a daily penalty of \$250 per day per each individual location not restored.

(4) Where a relocation is required for a City project per NPMC 10.48.150, daily penalties shall be determined by the City and shall include the daily financial impacts to the City project including but not limited to the total daily impact cost to the contractor, daily engineering and daily inspection services needed as determined by the City, and City staff cost (including overhead) as a result of a utility's failure to meet the City's relocation requirements.

(5) Where a facility relocation is required for a utility driven project per NPMC 10.48.150, and the utility fails to timely relocate, daily penalties in the amount of \$500.00 per day per each individual location as a result of not relocating as required by this chapter.

Section 3. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by state or federal law or regulation, such decision or preemption shall not affect the validity of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Corrections. The City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state, or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 5. Effective Date. This ordinance shall take effect and be in full force five (5) days from its passage and publication as required by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORMANDY PARK,
WASHINGTON, at a regular meeting thereof this ___ day of _____, 2025.

APPROVED BY THE MAYOR this ___ day of _____, 2025.

Eric Zimmerman, Mayor

ATTEST/AUTHENTICATED:

Erin Smith, City Clerk

APPROVED AS TO FORM:

Heidi Greenwood, City Attorney
Ogden Murphy Wallace, PLLC



Normandy Park City Council Meeting

Meeting Date: August 12, 2025

Agenda Category: New Business

Agenda Bill #: 1257

SUBJECT: Ordinance No. 1080 adding a new Chapter 8.100 to the Normandy Park Municipal Code regarding motorized personal transportation devices – 1st Reading

ATTACHMENT(S):

1. Ordinance No. 1080
2. Ordinance No. 1080: Exhibit A

PRESENTED BY: Dan Yourkoski, Police Chief

RECOMMENDED BY: Dan Yourkoski, Police Chief

REVIEWED BY: City Attorney, City Manager, and Police Chief

STAFF EXPLANATION:

With the increased prevalence of motorized scooters and electric bicycles throughout our community, along with concerns expressed by motorists about the actions of the riders of said vehicles, it has become necessary to regulate such behavior. Current State law prohibits these types of vehicles from being ridden by anyone under 16 years of age. This ordinance legalizes it while placing requirements and conditions in order to do so legally.

The Police Department intends to have a significant education outreach effort related to the passing of this ordinance so all of our citizens can traverse the community safely.

COUNCIL OPTIONS:

1. Adopt Ordinance #1080 as presented.
2. Adopt Ordinance No. 1080 with amendments.
3. Take no action

RECOMMENDED MOTION:

1. "I move to adopt Ordinance No. 1080 as presented and waive the second reading."
2. "I move to move Ordinance No. 1080 to a second reading."

**CITY OF NORMANDY PARK
NORMANDY PARK, WASHINGTON**

ORDINANCE NO.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
NORMANDY PARK, WASHINGTON, ADDING A NEW CHAPTER
8.100 TO THE NORMANDY PARK MUNICIPAL CODE
REGARDING MOTORIZED PERSONAL TRANSPORTATION
DEVICES; PROVIDING FOR SEVERABILITY; AND
ESTABLISHING AN EFFECTIVE DATE.**

WHEREAS, personal transportation devices, such as electric scooters, ebikes, and motorized skateboards are increasing in popularity; and

WHEREAS, the city desires to ensure that the use of personal transportation devices, particularly by children, is done safely and consistently with other city street uses and users;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NORMANDY PARK, WASHINGTON, HEREBY ORDAINS AS FOLLOWS:

Section 1. Amendment to NPMC Chapter 8.100. A new chapter 8.100 Personal Transportation Devices is added to the Normandy Park Municipal Code in same form as Exhibit A.

Section 2. Corrections. The City Clerk and the code reviser are authorized to make necessary corrections to this ordinance, including the correction of clerical errors; references to other local, state or federal laws, codes, rules, or regulations; or ordinance numbering and section/subsection numbering.

Section 3. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance or its application to any person or situation should be held to be invalid or unconstitutional for any reason by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to any other person or situation.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days from its passage and publication as required by law.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF NORMANDY PARK,
WASHINGTON, at a Regular Meeting thereof this _____ day of _____,
2025.

CITY OF NORMANDY PARK

ATTEST/AUTHENTICATED

Erin Smith, City Clerk

APPROVED AS TO FORM:

Heidi Greenwood, City Attorney
Ogden Murphy Wallace, PLLC

Vote	Zimmerman	Hohimer	Lamanna	West	Healey	McEvoy	Bishoff
Ayes:							
Nays:							
Abstentions:							
Absent:							

Passed by the City Council:

Date of Publication:

Exhibit A

Chapter 8.100

MOTORIZED PERSONAL TRANSPORTATION DEVICES

Sections:

- 8.100.010 Definitions.
- 8.100.020 Duty to obey rules of the road.
- 8.100.030 Requirements for persons under age 16 operating motorized personal transportation devices.
- 8.100.040 Requirement for persons under the age of 13 operating motorized personal transportation devices.
- 8.100.050 Impounding motorized personal transportation devices

8.100.010 Definitions.

The following definitions are applicable in this Chapter unless the context otherwise requires:

1. “Approved bicycle helmet” means a head covering designed for safety that meets or exceeds the required safety standards adopted by the U.S. Consumer Product Safety Commission (CPSC) 15 USCS 6004, or Z-00.4 set by the American National Standards Institute (ANSI), the Snell Foundation, the American Society for Testing and Materials (ASTM), or such subsequent nationally recognized standard for helmet performance as may be adopted by the City of Normandy Park. The helmet shall be equipped with a neck or chin strap that shall be securely fastened while the motorized personal transportation device is in motion.
2. “Approved motorcycle helmet” means a protective covering for the head consisting of a hard outer shell, padding adjacent to and inside the outer shell, and a neck or chin strap type retention system, with a label required by the Federal Consumer Product Safety Commission as adopted by the Code of Federal Regulations, 16 CFR Section 1203.
3. “Electric-assisted bicycle,” “class 1 electric-assisted bicycle,” “class 2 electric-assisted bicycle,” and “class 3 electric-assisted bicycle” shall have the meanings as set forth in RCW 46.04.169 as now adopted or hereafter amended.
4. “Motorized foot scooter” is defined as set forth in RCW 46.04.336, as now adopted or hereafter amended.
5. “Motorized personal transportation device” shall be a motorized device for personal transportation deemed to include motorized foot scooters, motorized skateboards, pocket motorcycles, class 1, class 2, and class 3 electric-assisted bicycles, and all other similar devices, but shall exclude motorized wheelchairs, motor driven cycles, mopeds, motorcycles, and electronic personal assistive mobility devices.
6. “Motorized skateboard” means every device with a platform on which the rider or operator balances, the platform having two or more sets of wheels beneath it, propelled by an attached or auxiliary electric or gasoline motor.

7. “Sidewalk” for purposes of Chapter 8.100 NPMC only is defined as set forth in RCW 46.04.540 as now adopted or hereafter amended.

8. “Street,” for the purposes of Chapter 8.100 NPMC only, means the entire width between the curb boundary lines—including any designated bike lanes and the shoulder—of every way publicly maintained in the City of Normandy Park when any part thereof is open to the use of the public for purposes of vehicular travel or parking. Street does not include the sidewalk or unimproved parts of a right-of-way other than the shoulder.

8.100.020 Duty to obey rules of the road.

Any person operating a motorized personal transportation device on a street shall obey all rules of the road applicable to motor vehicles, as well as the commands of official traffic control signals, signs, and other control devices applicable to motor vehicles, unless otherwise directed by a law enforcement official or their designee. Every person operating a motorized personal transportation device on a street is granted all of the rights and is subject to all of the duties and responsibilities applicable to the driver of a motor vehicle pursuant to Chapter 308-330 WAC, except WAC 308-330-500 through 308-330-540 relating to bicycle licensing, as adopted or hereafter amended, and except as to those provisions thereof which by their very nature can have no application.

8.100.030 Requirements for persons under age 16 operating motorized personal transportation devices.

The following restrictions apply to all persons under the age of 16 operating motorized personal transportation devices:

1. Passengers – Towing. Only one person shall occupy a motorized personal transportation device at one time. An operator of a motorized personal transportation device shall not transport passengers or tow other devices or persons behind a motorized personal transportation device.
2. Helmet Required. Any person operating a motorized personal transportation device upon any sidewalk, street, alley or other public place in the city shall wear an approved bicycle helmet or approved motorcycle helmet designed for safety on their head and shall have the neck or chin strap of the helmet fastened securely while the motorized personal transportation device is in motion or operation.
3. Lighting Required.
 - a. All motorized personal transportation devices, when in use on any sidewalk, street, alley, or other public area during times of darkness, shall be equipped with a functioning lamp on the front that shall emit a white light visible from a distance of at least 500 feet to the front.
 - b. All motorized personal transportation devices, when in use on any sidewalk, street, alley or other public area during times of darkness, shall be equipped with a functioning red reflector on the rear of the motorized personal transportation device, of a type approved by the Washington State Patrol, that is visible from all distances up to 600 feet to the rear when directly in front of lawful lower beams of the head lamps on a motor vehicle. A lamp that emits a red light visible from a distance of 500 feet to the rear may be used in addition to the

red reflector. A light-emitting diode (LED) flashing taillight that is visible from a distance of 500 feet to the rear may likewise be used in addition to the red reflector.

4. Class 3 Electric Assisted Bicycles. Class 3 Electric Assisted Bicycles may not be operated on any sidewalk, street, alley, or other public place in the city.
5. Motorized personal transportation devices may only be operated on streets with a maximum speed limit of 25 miles per hour or less and operators must ride on the furthest right-side of the pavement or shoulder.
6. Motorized personal transportation devices may not be operated on streets or on sidewalks adjacent to streets with a maximum speed limit of 35 miles per hour or more.
7. Motorized personal transportation devices must be operated in a safe manner and at a speed that is appropriate for the conditions.
8. When operating a motorized personal transportation device on a sidewalk, operators must yield to pedestrians and vehicles crossing the sidewalk such as at a driveway curb cut.

8.100.040 Requirement for persons under the age of 12 operating motorized personal transportation devices.

In addition to the requirements in section 8.100.030 NPMC, a person under the age of 12 may only operate a motorized personal transportation device on public sidewalk, street, alley, or other public place when supervised by a responsible adult.

8.100.050 Impounding of motorized personal transportation devices

Any commissioned officer of the Normandy Park Police Department may impound a motorized personal transportation device when operated by persons under the age of 16 in violation of this Chapter. Any motorized personal transportation device impounded pursuant to this Chapter will be released only to the parent or guardian of the owner if the owner is under the age or 16 or to the owner if the owner is over the age of 16. Impounded motorized personal transportation devices that are not claimed within thirty days are subject to forfeiture.



Normandy Park City Council Meeting

Meeting Date: August 12, 2025

Agenda Category: New Business

Agenda Bill #: 1241

SUBJECT: Acceptance of the City Hall Building Evaluation.

ATTACHMENT(S):

- The Executive Summary of the report.

PRESENTED BY: Ken Courter, Public Works Director

RECOMMENDED BY: Ken Courter, Public Works Director

REVIEWED BY: City Manager

STAFF EXPLANATION:

The City entered into a contract with G&O, the City's engineer, for an evaluation of City Hall. This project evaluated the exterior, interior, structural, and seismic conditions, HVAC, plumbing, and electrical engineering. An energy audit was also conducted as a prerequisite to future energy improvement grant applications.

The evaluation is complete, and staff would like to review the results with the City Council. The report includes observations, considerations, recommendations, and costs.

FISCAL IMPACT AND POTENTIAL BENEFITS OR CONSEQUENCES:

The final report categorized improvements into critical (short and long term), necessary, and recommended. This process will give the City some flexibility for future improvements if needed.

COUNCIL OPTIONS:

1. Accept the report as presented.
2. Refer to staff for further review.
3. Take no action.

RECOMMENDED MOTION:

"I move to accept the City Hall building evaluation as presented. "

CITY OF NORMANDY PARK
KING COUNTY WASHINGTON



Normandy Park
Est. 1953

CITY HALL ASSESSMENT

G&O #25452
JULY 2025



Gray & Osborne, Inc.
CONSULTING ENGINEERS

CITY OF NORMANDY PARK
KING COUNTY WASHINGTON



Normandy Park
Est. 1953

CITY HALL ASSESSMENT



G&O #25452
JULY 2025



Gray & Osborne, Inc.
CONSULTING ENGINEERS

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APPENDICES

- Appendix A – Photographic Support
- Appendix B – Structural Tier 1 Tables
- Appendix C – FSi Engineers ASHRAE Level 2 Energy Audit

INTRODUCTION

The City of Normandy Park (City) contracted Gray & Osborne, Inc. to conduct a facility condition assessment for the City Hall located at 801 SW 174th Street. Aiding Gray and Osborne in this assessment is FSi Engineers who will provide an ASHRAE Level 2 Energy Audit, which is provided in Appendix C. The City Hall currently houses a reception area in the central corridor vestibule, Council Chambers for city hall meetings, offices and meeting spaces for City Hall employees, and break rooms in the front-facing half of the building. In the rear of the building is the Normandy Park Police Department, which is secure and includes offices, equipment rooms, locker rooms, and holding cells.

The City Hall building is approximately 150' x 82' (~10,800 square feet) and is aligned north-south. The Boiler Building to the north-east houses the main electrical gear for the City Hall and previously housed a boiler that supplied this building and the demolished Recreation Center. The water meter and water connection are on the south side of the building. Two below-slab utility corridors extend down the east and west sides of the building to distribute the water and electrical supplies. The heating and cooling for the building is provided by split-systems with the air-handling units above the ceiling and ducted out, and the heat pumps placed along the west side of the building.

The roof of the City Hall is a membrane system over sheathing and insulation which is supported by a main beam and columns running north-south through the building with rafters running east-west. City staff note that the roof membrane has been replaced within the last 10 years.

The City is planning how to best meet the City's needs regarding the various uses this facility provides and is currently considering the feasibility of maintaining, repairing and upgrading this facility. This assessment of the conditions focused on the following main concerns regarding the facility:

- General building condition
- Seismic resistance
- Plastic skylight panels condition
- Electrical systems condition
- HVAC system (fans, air distribution)
- Energy efficiency, per FSi Engineers (HVAC, plumbing, lighting)

This condition assessment report will identify all observations gathered during a site survey, outline levels of recommended improvements and provide cost estimates for the improvements.

METHODOLOGY

Record drawings of the facility were provided from a 1989 remodel of the space where it was changed from a school into the current City Hall and Police Department. The facility assessment survey occurred onsite during the morning of April 29, 2025, and was performed by Aaron Pease, P.E. (architectural, plumbing, mechanical), Alex Quinn, S.E. (structural), and Jason Newquist, P.E. (electrical), all from Gray & Osborne, Inc., and Micheal Kledzik and Neil Leitz from FSi Engineers.

The goal of the site survey was to observe and note the condition of all visible interior and exterior surfaces and equipment, including within the accessible attic space, the roof, and the adjacent mechanical building. Items within the adjacent mechanical building were only reviewed as they relate to the City Hall building. The City provided ladders and equipment as required to access the spaces viewed during the site visit.

The sections that follow will provide descriptions of the observations and deficiencies that were found during the site survey, along with corresponding recommendations to address the deficiencies. Each deficiency will be categorized into one of four categories, as follows:

- Critical – These deficiencies are representative of code violations, safety hazards, items of work required to return defective equipment to operation, or items of work necessary to stop rapid deterioration of a building element. Critical deficiencies are further categorized into the following:

Critical (Short Term) – Work on these items should be implemented as soon as possible, but no later than 1 to 2 months.

Critical (Long Term) – Work on these items, which would typically include extended contracting, planning, and design phases, should be initiated within 1 to 2 months or as soon as possible, in order to minimize the risks associated with delaying improvements. For example, the seismic deficiencies identified by the evaluation carry a substantial risk to the occupants of the building in the event of a significant earthquake until the deficiencies are addressed.

- Necessary – These deficiencies are items that are not yet Critical but could become Critical if not addressed, or items that could lead to advanced deterioration and additional cost if deferred longer. Work on these items should be implemented no later than 6 to 12 months.

- Recommended – These deficiencies are items that represent a sensible improvement to the facility but are not necessarily required for the basic functions of the facility. Work on these items is at the discretion of the City.

Photographic support of selected key observations are referenced as “Plate #” throughout this report and are included within Appendix A.

EXTERIOR ARCHITECTURAL OBSERVATIONS AND CONSIDERATIONS

WALLS

The north side of the building is the main entrance of the building with a retrofitted awning over the double doors. The exterior is wood siding and brick veneer with several windows. The white paint on the wood siding, and blue paint on the wood trim and sheet metal (roof flashing and downspouts) is flaking and fading (Plate 1), which can be seen most significantly on the beams of the awnings (Plate 2). The siding, veneer, roof flashing, and windows have also become stained, weathered, and dirty with age. These general conditions can be seen on all exterior walls, and the entire building should be power washed and repainted, including the top of all awnings. The north side of the building also has a small landscaping strip in front of the office windows for screening, however the trees and shrubs have overgrown and are now contacting the side of the building (Plate 3). In general, landscaping should be maintained to remain clear of building elements by 12 to 16 inches. Lastly, there are aesthetic issues with HVAC and electrical systems (Plate 4). There are three existing louvers on the north wall, with two of them currently inactive, and there are several wires above the awning and on the roof flashing that have become tangled or are unsecured. The unused louvers (the small exhaust louver above the library lockers and the large intake louver above the awning) should be removed and infilled with insulation and framing, and covered by the appropriate siding, while the louver in use should either be repainted or replaced. The wires should be assessed for function and resecured to the building.

The south side of the building is in a similar condition to the north side (Plate 5), with flaking and fading paint on the wood siding, blue trim, brick veneer, awning, roof flashing, downspouts, and exterior door, and should be power washed and repainted. There are also electrical issues with loose and unsecured wires to the antenna above the awning (Plate 6), and an open junction box in the lower west corner of the wall (Plate 7).

The east and west sides of the building are mostly wood siding with blue trim, and small sections of brick veneer. Similarly, these exterior walls should be power washed and repainted, including the windows and doors.

The north and west sides of the building have adjacent asphalt pavement. On the north side the pavement is cracking and rising, likely due to a tree root (Plate 8). This asphalt is a trip hazard and should be removed and replaced along with whatever is causing the problem below. On the west side there are weeds growing between the pavement and the building, and moss growing on top of the pavement (Plate 9). This growth should be eliminated to avoid damage to the base of the wall and a slipping hazard. On the west side of the building it appears that the main storm drains are blocked, and the overflow drains are draining into small landscaping strips (Plate 10). The water is pooling, indicating it has been like this for a long time and eroding the soil. The primary storm drains should be cleared, and the overflow drains should have splash blocks beneath.

DOORS AND WINDOWS

The exterior windows are generally in good condition. The windows are double-glazed and seal well in most cases, though frames where the seal has failed should be replaced and frames that are heavily oxidized should be cleaned with an industrial cleaner specific to anodized aluminum (Plate 11).

The main entrance door appears to be a retrofitted aluminum door with glazing in the door itself and a lite, set in a wooden frame. The door does look weathered with some denting and scratches at the base, along with some built-up organic debris at the underside of the awning. This space should be power washed. The framing and surrounding siding appears to be in good condition, with power washing and repainting being suitable.

The main doors around the building also look weathered with the paint fading (Plate 12), however the door hardware works well, including the extra security in the Police Department section of the building. One notable issue was that most of the thresholds and door sweeps at the base of the doors have been damaged causing a poor weather seal (Plate 13), which can be seen in the Manager's office where organic debris have built up along the interior corners, and in the hallways where daylight is shining through under the bottom of the doors. This hardware should be replaced after the doors are repainted.

ROOF, SKYLIGHTS AND SOFFITS

The roof is also in good condition, and a new membrane has recently been installed (Plate 14). There is some lichen built up along the seams of the roof and a large amount of organic debris that gathers from the nearby trees in the park, especially on the roof of the awning and in the gutters on the east and west sides of the building (Plate 15). These can be dealt with by regular inspections and cleaning, but the leaves and sticks are clogging nearly every single storm drain (Plate 16), and the overflow drains are draining most of the rainwater onto the footpath and landscaping strips, so inspections should be done regularly. There is also some patching that has a buildup of lichen and could be a weak point in the membrane for moisture to enter the building (Plate 17). These patches should be inspected, and repaired if they are found to be deteriorated.

The building includes three large corrugated plexi-glass skylights above the central corridor vestibule. These are a thin plastic material that is not suitable for this application, set in metal framework on a curb with wooden supports inside (Plate 18) – the metal framework on the roof can be seen to be separated from the plastic on the outside edges. These skylights appear to have been installed when the building was remodeled and are outdated and not insulated, causing significant heat loss in the wintertime and heat gain in the summertime. City staff also note these skylights frequently require maintenance. It is recommended that all three skylights are removed, and replaced with modern, thermally-broken skylights to reduce energy losses and maintenance needs. This work may require a structural retrofit because the roof loading is noted to be at capacity (see Structural section below). During replacement, there should be an investigation into any potential water damage in the roof caused by moisture penetrating the skylights.

The underside of the exterior soffits have been patched with white boards that have predrilled holes to allow for attic venting (Plate 19). This board, the original soffit, and the original insect screen should be removed and replaced for consistency on both sides of the building. The overflow roof drains are also unaesthetic and would be replaced along with the new soffit board.

INTERIOR ARCHITECTURAL OBSERVATIONS AND CONSIDERATIONS

CEILINGS

Most of the interior ceilings are acoustical ceiling tiles. The tiles and the supporting grid are generally in good condition in most spaces, though tiles that are regularly removed for access to equipment above the ceiling are clearly damaged (Plate 20) and there are also several tiles with water stains (Plate 21). Broken grid, broken tiles, and water-stained tiles should be replaced, as well as the source of the moisture being investigated. The main entrance tile is a different, smaller style which shows more wear and tear than the larger tiles (Plate 22) and should be replaced with a new ACT.

The main vestibule down the center of the building has a painted wooden ceiling with exposed painted beams and is also in good condition (Plate 23). There is some natural wear and tear showing, and the ceiling should be repainted and freshened up. The skylights have some unpainted wooden supports that should be painted and are clearly dirty on top so they should be thoroughly cleaned (Plate 24), though ideally this entire system will be removed with the skylight replacement.

The corridors all have painted GWB ceilings (Plate 25). These are also in good condition, though similarly can be freshened up with new paint.

Above the ceilings throughout the building there appears to be a layer of wooden board covering unknown insulation installed under the roof, and in some places, it can be seen that this insulation has deteriorated (Plate 26). Access to observe the existing insulation is very difficult from the inside, but this could be occurring throughout the building and contributing to energy losses. As part of a future reroof, the insulation should be exposed from above and investigated, and replaced where it is in poor condition to meet current codes.

WALLS

A majority of the walls inside are painted GWB and are also in good condition with some signs of typical wear and tear, though there is some mismatching color around the Reception window (Plate 27). The walls can be repainted for aesthetics in conjunction with the ceilings.

The main Men's and Women's bathrooms have short CMU walls, tile backsplashes, and colored dividers. Again, all these walls are in good condition and repainting the CMU would also be for aesthetics.

Though the dividers are in good condition, they do appear outdated and could be entirely replaced in the locker rooms and bathrooms to add a more modern feel, and provide added privacy and access.

FLOORING

The main entrance lobby and hallway, the Council Chambers, and offices in the front and back of the building are all carpeted with a commercial carpet tile system, making it simple to replace individual damaged tiles as a maintenance practice, though it is in relatively good condition. There are signs of wear and tear in the Police Department offices and hallways (Plate 28), likely due to the heavier footwear, and these tiles should be replaced by new carpet or a heavier duty material.

The bathrooms, locker rooms, storage rooms, lunch room, and some hallways with exterior doors have linoleum tile flooring, which is in varying condition levels. In the lunch room and hallways, which are high traffic areas, there are some damaged tiles and there is grime collecting in the seams (Plate 29). These are small spaces, so the tiles here should be replaced with more durable flooring. The remaining linoleum flooring has some mismatching tiles, likely maintenance replacements (Plate 30), which could also be replaced for consistency and aesthetics.

There is a possibility the existing floor tiles and/or the mastic adhesive are asbestos containing materials. Prior to any remodel project, a full hazardous materials survey will need to be completed to ensure materials can be removed and disposed of properly.

DOORS AND WINDOWS

Interior doors are showing signs of wear and tear, especially in high traffic areas like the Council Chambers. The paint on the doors and frames is chipping (Plate 31), and in some cases there are dents, scratches, or wood chunks chipped off (Plate 32). The hardware appears to be working well in general, so replacing or painting the doors and frames while keeping original hardware is reasonable. There were some locations where doors and hardware should be replaced, most notably the Council Chamber double doors which caught on the carpet (Plate 33), and the exterior door to the Police Department holding cell hallway which has a broken door closer (Plate 34).

The interior windows appear to be in good condition in the main Vestibule and the office spaces. There is no cracked or broken glazing, though, the frames should be painted to cover any scuff marks or flaking.

COUNTERTOP SPACE AND CASEWORK

The main breakroom in the building contains a countertop with a sink and casework above and below. The cupboards and drawers appeared to work well, and the countertop and sink were in good condition with no obvious signs of water damage or issues (Plate 35).

There is also another countertop and casework assembly in the City Manager's office at the northwest corner of the building. This also appears to be in good working order with no apparent issues (Plate 36).

Similarly, to most of the building the countertops and casework are outdated and could be remodeled.

BOILER BUILDING OBSERVATIONS AND CONSIDERATIONS

The Boiler Building is an external structure to the northeast of the City Hall building. It houses electrical equipment and the current diesel generator; however, this is being replaced by an exterior natural gas generator. The building has several trees surrounding it that are contacting the exterior walls and roof, and there are vines growing on the exterior walls and lichen buildup on the roof (Plate 37). These trees should be trimmed back to maintain a separation of 12 to 16 inches from the building, and the vines and lichen should be removed.

The CMU walls and roof of the Boiler Building appear to be in good condition, though could be repainted for aesthetics, particularly the exterior walls and roof. The ceiling shows signs of deterioration with flaking paint and exposed wood that is susceptible to rotting (Plate 38) and could be entirely replaced or patched and painted. Once the existing generator is removed, it is recommended to close and restore all exterior openings such as the generator louvers and the chimney that served the old boiler system (Plate 39).

STRUCTURAL AND SEISMIC OBSERVATIONS AND CONSIDERATIONS

OVERVIEW OF EXISTING STRUCTURAL SYSTEMS

Review of record drawings shows the building is constructed of 2 x 6 wood stud shear walls on all sides of the building. The perimeter shear walls are shown to be bearing on a continuous strip footing. On the north and south walls there is a brick masonry veneer on the outside face of the building. Only the exterior walls provide structural support, as indicated by the record drawings. On the interior of the building, there are two rows of columns supporting the roof, each column on an isolated spread footing. The columns are shown to be spaced at approximately 10'-8" on center along the length of the building. The columns are covered by wood fascia on all sides.

The gable roof is supported by glulam beams, approximately 17-3/4" x 5-1/4", bearing on the east/west walls and the interior columns. The beam spacing matches the column spacing. Along the ridge of the roof there are skylights supported by wood stringers. Record drawings from the 1989 remodel note on the structural roof plan that the existing roof is at design maximum, and that additional roof loading is not permitted.

CONDITION OF STRUCTURAL SYSTEMS

Structural systems were observed to be in generally good condition. The wood columns and beams did not appear to have significant splitting or deterioration. Steel connections for wood framing members did not exhibit noticeable corrosion. Wood framing for the skylight supports also appeared to be in good condition, no moisture damage was observed. On the south end of the building there is a wood framed awning supported by steel columns. These columns were slightly rusted, but there is no significant structural concern. There is also a wood-framed awning on the north end of the building, which appears to be in good condition.

Tier 1 Preliminary Seismic Evaluation – Approach

After collecting information regarding the structural systems during the site visit, Gray & Osborne performed a Tier 1 preliminary seismic evaluation of the City Hall for the Immediate Occupancy performance level in accordance with ASCE 41-17 Seismic Evaluation and Retrofit of Existing Buildings. The City Hall Building is designated as Risk Category IV due to the presence of emergency services within the building. In accordance with the Tier 1 evaluation procedure, structures designated Risk Category IV are to be evaluated for the Immediate Occupancy performance level. Immediate Occupancy buildings are expected to remain safe to occupy after a seismic event and essentially retain their pre-earthquake strength and stiffness. Note that the Immediate Occupancy level used by the Tier 1 checklist evaluates the building for seismic parameters that are only approximately 60 percent of those used by current building code for new buildings.

The Tier 1 preliminary evaluation is intended as a quick check to identify potential deficiencies in a building based on performance of similar buildings in past earthquakes. It includes reviewing the entire building against multiple checklists that address the seismic resiliency of the structure. The checklists reviewed for this building include:

- Immediate Occupancy Basic Configuration Checklist
- Immediate Occupancy Checklist for Building Type W2
- Position Retention Nonstructural Checklist

Each item in the checklists is marked “Compliant,” “Noncompliant,” “Unknown,” or “Not Applicable.” Items marked as compliant are acceptable and meet the requirements of the Tier 1 checklist. Items marked noncompliant represent likely seismic deficiencies. The full scope of the deficiency cannot be known until a more thorough structural analysis is performed, but the item has historically been associated with failure during an earthquake. Items marked as unknown identify issues that require further investigation and could potentially contain deficiencies. In general, these items could not be verified during the site visit due to lack of access, and include categories such as hold-downs, light fixtures, partitions, glazing, parapets, and piping. All unknown items can be found in the Structural Tier 1 Tables in Appendix B.

Tier 1 Preliminary Seismic Evaluation – Results

Beginning with the Basic Configuration checklist, this checklist is intended to verify that the structural components were designed and constructed following generally accepted design methods. Using notes gathered from the site inspection and available record drawings, compliance for most items on the Basic Configuration checklist were able to be determined. Most items for the Basic Configuration checklist were found to be compliant and the remaining items are not applicable to the City Hall structure.

A total of two Immediate Occupancy checklists were completed for seismic events, one in either principal direction of the structure. Meaning, two Immediate Occupancy checklists were completed first assessing seismic forces acting in the lengthwise direction of the building, and another with forces acting perpendicular to the length. For the Immediate Occupancy checklist with forces acting in the lengthwise direction of the structure, no deficiencies were found. However, for the checklist assessing a seismic event perpendicular to the length, it was found that the shear walls are overstressed. This will be discussed further in the next section.

For the Immediate Occupancy checklists, a few items were unable to be confirmed due to poor readability of the record drawings and obstructed items during the site visit. Checklist items in both principal directions were found to be generally compliant, and several items were found to be not applicable to the City Hall structure.

Tier 1 Preliminary Seismic Evaluation – Deficiencies

The Tier 1 checklist evaluation has identified one structural deficiency and a number of non-structural deficiencies in the building. A summary each deficiency and the hazard they present is listed below.

Shear Wall Stress – The only structural deficiency identified by the Tier 1 evaluation was an overstressed shear wall at the north end of the building. Shear walls transmit lateral seismic loads in the building to the foundation to be resolved. Shear wall failure can lead to a significant loss of lateral strength and stiffness of a building, potentially resulting in a substantial failure. However, it should be noted that the capacity of the shear wall in the Tier 1 evaluation exceeds the assumed loading by less than 10 percent. Also, worth noting, the same shear wall is in compliance with a lower level of performance, passing the same check for the Collapse Prevention Structural Performance Level. The Collapse Prevention Structural Performance level is defined as “Post earthquake damage state in which a structure has damaged components and continues to support gravity loads but retains no margin against collapse.” This means that although the shear wall is unsatisfactory for the Immediate Occupancy Performance Level, the walls are not anticipated to cause catastrophic failure of the structure.

Fire Suppression Piping – The building is not equipped with a fire suppression system. This poses a significant threat to the structure and its occupants in the event of an earthquake.

Overhead Glazing – The overhead skylight glazing is not laminated or strengthened. During a seismic event, skylight glazing may fall injuring occupants or obstructing exit routes.

Fall-Prone Contents – The storage room contains several rows of shelving that stores boxes of files greater than 20 pounds higher than 4'-0" above the floor. During a seismic event, heavy items may fall injuring occupants or obstructing exit routes.

Suspended Ceiling – Much of the building is furnished with suspended ceiling panels (Plate 40). This ceiling system did not appear to have bracing to prevent excessive displacement and deformation of the panel grid supports. During a seismic event, ceiling panels may fall injuring occupants or obstructing exit routes.

Weep Holes – The north and south ends of the building are clad in brick masonry veneer (Plate 41). Weep holes in the veneer were not observed during the field investigation. Absence of weep holes may allow moisture to accumulate between the veneer and the structural wall, leading to deterioration of the wood structural wall.

Liquefaction – Upon review of the geotechnical report for a nearby site for the “Proposed Civic Center” provided by PanGEO, Inc. (dated June 2020), liquefaction is found to be a risk during a seismic event. Liquefaction occurs when the pore water

pressure develops enough to cause effectively zero inter-granular stresses in the soil. This causes the soil particles to behave like a viscous fluid and may cause bearing pressure failure and settlement of the foundation.

The detailed results of the Tier 1 checklists are included in Appendix B at the end of the report. Table 1 below provides a brief summary of the checklist results.

TABLE 1

Results Summary of Tier 1 Checklists

	C	NC	UN	NA
Basic Configuration Checklist	8	7	0	5
Tier 1 Structural System Checklist (East-West)	12	0	1	11
Tier 1 Structural System Checklist (North-South)	11	1	1	11
Nonstructural Checklist	8	5	10	58
Total	39	9	12	85

Legend: C: Compliant; NC: Noncompliant; UN: Unknown; NA: Not Applicable

It is possible that additional deficiencies exist within the items marked “Unknown.” Most of these items could not be verified during the site visit without destructive investigation. It is expected that none of the items marked “Unknown” pose a significant threat to building occupant safety if deemed “Noncompliant.”

Recommended Seismic Improvements

Shear Wall Stress – In order to provide adequate lateral support to the north end of the building, shear wall strengthening may be required. According to the record drawings, plywood sheathing was installed on the exterior side of the wall framing. One option to address this deficiency is to install additional plywood sheathing to the interior side of the wall framing. This would involve removing all interior wall finishes to expose the structural wall framing in order to install the new plywood sheathing.

Fire Suppression Piping – In order to address this deficiency, a new fire suppression system would need to be installed in the building. The system would conform to seismic bracing requirements of NFPA-13. Installation would involve substantial disruption of finishes and may require modification of structural members to accommodate the piping.

Overhead Glazing – Skylight glazing and framing should be removed in its entirety and replaced with a complete system.

Fall-Prone Contents – Items greater than 20 pounds should be relocated to the lower shelving levels, and the shelving should be braced.

Suspended Ceiling – Ceiling panel grid may be braced by installing angled wire braces from the ceiling system up to structural framing and possibly reinforcing the ceiling panel support framing.

Weep Holes – Small diameter holes can be drilled through the brick veneer at regular intervals to allow airflow which will help prevent moisture buildup.

Liquefaction – Liquefaction risks are typically addressed in new construction using deep foundation systems such as piles. For the existing structure, addressing the liquefaction risk would come at extraordinary cost and effort. Retrofitting the structure with a deep foundation system is a cost-intensive solution where the benefits likely do not justify the cost. Additional investigation can be provided if requested by the City.

The improvements described above would provide an Immediate Occupancy level of performance for seismic parameters that are approximately 60 percent of those used by the current building code for new construction.

Other items could pose a risk to the structure during an earthquake that were not able to be evaluated during the site investigation. The only unknown structural item was condition of hold-down anchors at the ends of the shear walls. It was not able to be verified from the record drawings and site visit if the shear walls are adequately secured to the foundation by hold-down anchors. In a design level seismic event, the lack of anchors may cause uplift of the shear walls causing damage. Unknown nonstructural items can be found in the Appendix B checklists.

In general, the results of the Tier 1 evaluation suggest that the building is not expected to experience substantial structural failure in the event of an earthquake. Regarding liquefaction potential, this may be further investigated by a geotechnical engineer. A geotechnical investigation would provide insight to the potential settlement that could occur during a seismic event. Damage to the building would be inconsequential for small settlements (around one inch) but there may be risk of substantial damage if larger differential settlement occurs. It is recommended that additional evaluation of the unknown items and the potential shear wall deficiency be performed prior to implementation of improvements in order to better understand the deficiencies.

HVAC OBSERVATIONS AND CONSIDERATIONS

Please see FSi Engineers ASHRAE Level 2 Energy Audit in Appendix C for information regarding existing and proposed heating and cooling systems.

Existing air handler (AH-4) has a louver in the north end gable, though it appears that only half of the louver is being used and the other half has a slightly open damper on it (Plate 42). This is essentially a hole in an exterior wall that is allowing hot or cold outside air through the building envelope and directly into the conditioned space. This louver should be resized and the unneeded open area should be sealed.

The supply diffusers and return grilles for the air handler units in the ceiling appear to be in reasonably good condition and well maintained, and the same can be said for most of the insulated duct work above the ceiling (Plate 43). These appear to have been modernized, and possibly installed with the Reception Office mini-split and the supply duct added in the Office space to improve distribution (Plate 44). These diffusers could be replaced if new ceilings are installed, but could also be cleaned and reinstalled. The sidewall diffusers and grilles are also in reasonable condition, though they do appear more dated and could be replaced for an aesthetic improvement, especially if walls will be painted.

Each bathroom, locker room, storage room, and holding cell is exhausted by an exhaust grille with a fan above the ceiling and rooftop hoods. Again, all exhaust fan grilles appear to be in good working condition, however they do not match other diffusers and grilles around the building and could be replaced for consistency (Plate 45). Most of the fans appeared to be working correctly apart from an unused fan in the Storage Room near the entrance of the building, and the PD Women's Locker room exhaust fan. The unused Storage Room fan should be removed and the opening in the roof should be sealed to maintain the envelope and continuous insulation (Plate 46). We believe the Women's locker exhaust fan was not working due to the wet area around the hood on the roof (Plate 47)– all other fans were surrounded by dry roof because of the airflow. This may have been because the fan is tied to the occupation sensing lighting controls and the room is used less frequently, however this should be investigated and confirmed.

PLUMBING OBSERVATIONS AND CONSIDERATIONS

Please see FSi Engineers ASHRAE Level 2 Energy Audit in Appendix C for information regarding existing and proposed water heating systems.

The water into the building enters from the south, and a recent project installed a new valve box with DCVA and pressure reducing valve. This project also replaced piping in the under-slab utility chases and upgraded the hot water heater, added a recirculation pump, and replaced a short portion of the supply piping. It was evident with some informal faucet testing that the water flow and water pressure was good, and the wait for hot water was short with the recirculation line.

Though the plumbing fixtures that were tested worked well, they are outdated and could be replaced, this was most notable in the locker room showers (Plate 48). Updating fixtures will improve the aesthetics of the kitchen, bathrooms, and locker rooms, and lower the flow rates of the fixtures leading to less water usage.

Lastly, it is recommended that the faucets and basins of the mop sink (Plate 49) and service sink (Plate 50) found in the Janitors Closets and Storage Rooms, respectively, should be replaced as these sinks have a buildup of dirt and grime accumulated over years.

ELECTRICAL OBSERVATIONS AND CONSIDERATIONS

OCCUPANCY

Observations

Two holding cells were observed in the police portion of the building. Labeling on the cells indicate no more than one person shall be allowed in an individual holding cell.

We include for future reference, that should the facility be reconfigured in the future to hold more people, the International Building Code section 308.4 requires additional life safety measures when more than 5 individuals are being held.

No changes are necessary or recommended at this time.

TELECOMMUNICATIONS

Existing Data

Telephone utility cabling enters the Boiler Building by an overhead service from the utility pole adjacent to the building and terminates on a primary protector unit. This unit appears to be non-functional. All connections inside the boiler building appear to be left over and no longer serve any function.

The mast on the top of the Boiler Building appears to still be in use as an intermediate support for communications connections from the utility pole to the antenna mast at the north end of the building.

A separate antenna array is located at the south end of the building with no physical connection to surrounding services.

Various telecom jacks run from the building to the punchdown terminations adjacent to the fiber entrance and original to the building (Plate 51). Note that punchdown terminations can be legacy 2 wire phone lines or multiple wire network cabling such as CAT 5e.

Additional distribution and network racks were observed in the City Hall server room, and in the Police Department area. It is unclear how these systems are interconnected.

Observations

The physical connection between the telecommunications grounding system and the building grounding electrode system was not observed in the field.

Fiber optic cables were observed in the City Hall telecommunications space of the electrical, which is the physical media capable of the highest speeds from outside providers. Basic service to the building appears to be as modern as it can be.

Critical

There are no critical issues seen with the current systems

Necessary

An audit of used services and how they connect to the outside world needs to be performed to identify critical telecom devices.

The existing physical connection between the telecommunications grounding system; which includes building grounding electrode system is likely not installed however required by the NEC. Provide a dedicated bonding conductor between the grounded service equipment and the telecommunications grounding system.

Recommended

Demolish all unused equipment and unused connections. This includes unused antennas and support masts.

Replace punchdown blocks with RJ-45 termination panels to facilitate interconnections. Use that opportunity to label connections and jacks at each end, both the telecommunications area and the jacks distributed through the offices.

Coordinate the revisions and documentation with the City's IT group to create a comprehensive networking diagram for the entire facility.

ELECTRICAL

Existing Data

The electrical utility is Puget Sound Energy (PSE). Overhead power comes to a pole mounted transformer bank adjacent to the "boiler building". A 208/120-volts, 3-phase, 4 wire secondary runs down the pole in conduit and enters the distribution in the boiler building from below grade.

The electrical service disconnect switch is located within the main electrical switchgear lineup with three 600A, 250V rated fuses (Plate 52). While the lineup is the original 1960s vintage, the PSE meter has been updated to current PSE standards. The grounding electrode conductor and service entrance bonding connection could not be observed in the field.

The switchgear contains a fused 200A, 3-phase, 208/120V feeder to the EVC panel in the same room. There is a fused 200A, single phase, feeder to the restrooms for the park, and there are several smaller 20A single phase circuit breakers that appear to be associated with park lighting, boiler building heater loads, and irrigation, although the circuit schedule is not up to date. All of the items in this paragraph are not connected to any source of emergency backup power.

Connected directly to the bus of the switchgear is a connection to an automatic transfer switch (ATS). Based on the LNI inspection sticker we assume this ATS was installed in 1992. Internal the ATS are two 400A circuit breakers. One for the utility side, one for the generator side. The output of the ATS goes to another standalone 400A rated disconnect before continuing to City Hall. We were unable to verify what is in the interior of this disconnect.

Power into City Hall comes into a single main breaker at the bottom of “Panel B.” We were unable to verify the size of the main breaker; however, the panelboard’s nameplate lists a maximum rating of 250A. Panel B feeds two other panels, one on each side (Plate 53).

Observations

The switchgear is original to the boiler building and in poor condition. The equipment is well past its useful service life. The ATS is in good physical condition, however, the technology used for switching is outdated and the breakers are approaching their end of life. Panel EVC for electric vehicle charging is in good condition and should have many more years of use. The exterior of the disconnect for City Hall is in good physical condition. All of these panels are lacking Arc-Flash hazard warning markings.

The outside service entrance conductors near the overhead utility transformers were noted to be in decent shape with no observed signs of deterioration of the conductor insulation.

Within City Hall it has become apparent that the number of circuits required has exceeded the capacity of Panel B. A 100A, three phase, branch circuit breaker feeds 100A rated “Panel BA” directly left of panel B. Even this appears to have been insufficient as a second 100A, three phase, branch breaker feeds a 100A rated 1992 installed “Panel BB.” Panel BB has 6 unused spaces remaining.

Critical

The switchgear is required to have Arc-Flash hazard warning markings to inform qualified persons of potential electric shock hazards. Electrical equipment likely to require examination, adjustment, servicing or maintenance while energized require Arc-Flash Hazard warning markings by the NEC. The NEC also requires the available fault current to be posted at the main breaker in the switchgear.

The circuit directory for the integral panelboard appears to be out of date which is a violation of NEC which requires every circuit and circuit modification to be legibly identified as to its clear and specific purpose or use.

The main switchgear's enclosure is in poor condition. The bottom portion of the enclosure is severely corroded in places due to possible water infiltration. Inspection of the interior of the main electrical switchgear should be done immediately to ensure the equipment/connections are not corroded.

Further investigate the existing connection between the grounding electrode conductors and the grounding electrode within the main switchgear with power de-energized and the exterior cover removed. Ensure the existing switchgear metal enclosure is bonded on both sides.

Necessary

Further investigate the disconnect for city hall located in the boiler building to determine the interior conditions and remaining lifespan.

Recommended

Replace the switchgear in the boiler building with new equipment in a dedicated, climate controlled, electrical room.

Have a contractor perform a load study. It is not possible to tell how heavily loaded the electrical system is from a site visit or instantaneous reading. In order to determine the system loads a demand meter(s) will need to be attached and left in place for at least 30 days for the study to be compliant with the methods of the NEC. Note that the NEC defines the electrical load as the peak demand (current draw) in a 15-minute window of time, when monitored continuously for 30 days.

Peak loading should be performed at the following locations:

1. Main breaker in the boiler building switchgear.
2. Main breaker of panel B in City Hall.
3. The main lugs of panel BA in City Hall.
4. The main lugs of panel BB in City Hall.

Have a contractor perform a complete arc flash and coordination study. While available fault current must be listed at the switchgear further investigation and a study are required to properly calculate the available fault current at each panel in the system. These available fault current values are used to determine the severity of potential exposure, specific Arc-Flash labeling requirements per NFPA 70E (Standard for Electrical Safety in the Workplace) and selecting personal protective equipment. In conjunction with the

fault study, it is recommended that the hired contractor also perform a selective coordination study as much of the information needed for fault currents overlaps with selective coordination. Selective coordination ensures that when a fault occurs the

correct circuit breaker trips, or fuse blows. For example, without selective coordination it is possible that a fault on the EV charging system could trip the circuit breaker feeding City Hall.

Plan to replace the ATS in the boiler building within the next 5 years if this was not done as part of the recent generator replacement project.

Plan to replace all panelboards in City Hall in the next 10 to 15 years for normal lifespan. At that time, it is recommended that they be condensed into fewer panels.

FIRE ALARM SYSTEMS

Existing Data

Several fire extinguishers were seen distributed throughout the space. No master fire alarm system was observed. We were unable to identify any objects as smoke detectors.

Observations

It was noted that not all spaces may satisfy coverages required by current codes.

The power source of the fire alarm system (FACP) was observed as circuit 27 in Panel BA. But the location of the panel it is connected too was not recorded in the site visit and may not exist currently.

Exit lighting was missing from several exterior doors. Fixtures did not appear to have battery backup.

Critical

Consult the Fire Marshal of King County Fire District #2, serving Normandy Park, for high level requirements for the building based on its occupancy(s). Engage an external fire protection service to design and implement code required system.

Fire codes require exit lighting to be green or red lettering; existing lighting signs were observed to be white (included within LED lighting upgrade).

Necessary

Verify exit lighting is at sufficient levels and provided with code compliant emergency backup (included within LED lighting upgrade).

Verify all fire extinguishers have been serviced within the recommended time frame. This information should be found tagged on the extinguisher's directly.

RECOMMENDATIONS AND COSTS

The above sections represent the observations and recommendations resulting from the site survey. The tables within this section illustrate the criticality categories that each recommendation has been classified as, and include typical planning level construction costs. These costs are based on typical values and square foot costs from estimating guides, such as RSMeans, and from Gray & Osborne project experience on similar types of jobs. General assumptions have been made to generate these costs. Prior to undertaking construction of specific items, costs should be verified during the planning and design phases of those items.

Please note that these costs are based on the current level of usage of the facility and the building elements needed to address the functional deficits noted in this report. They do not include the significant upgrades that would be necessary to change the overall building appearance or use.

The costs outlined below are also not intended to represent complete, individual project costs. For some of the work, it will be prudent to proceed with multiple items that are either within proximity to each other or where some items will inherently affect other items of work.

TABLE 2

Critical (Short-Term) Item List with Costs

No.	Item Description	Estimated Cost
H-1	Repair Women's Locker Exhaust Fan	\$2,500.00
E-1	Arc Flash and Coordination Study	\$5,000.00
E-2	Fire Protection System Evaluation	\$5,000.00
Total Estimated Cost		\$12,500.00

TABLE 3

Critical (Long-Term) Item List with Costs

No.	Item Description	Estimated Cost
Ex-1	Repair Northside Asphalt Sidewalk (Trip Hazard)	\$7,500.00
Ex-2	Replace Skylights	\$61,500.00
S-1	Shear Wall Retrofit	\$30,000.00
S-2	Fire Protection System	\$150,000.00
S-3	Ceiling Bracing	\$5,000.00
Total Estimated Cost		\$254,000.00

TABLE 4

Necessary Item List with Costs

No.	Item Description	Estimated Cost
Ex-1	Pressure Wash, Surface Prep, and Repaint Exterior Walls and Trim	\$33,200.00
Ex-2	Clear Landscaping Off Walls and Soffit and Away from Building	\$5,000.00
Ex-3	Pressure Wash and Weed Westside Asphalt Sidewalk	\$2,500.00
Ex-4	Repair and Repaint Exterior Doors and Frames (10 Total)	\$14,000.00
Ex-5	Clean Roofing, Gutters, and Drain Scuppers	\$10,200.00
E-1	Telecommunications Audit	\$5,000.00
E-2	Fire Extinguisher Servicing	\$1,000.00
Total Estimated Cost		\$70,900.00

TABLE 5

Recommended Item List with Costs

No.	Item Description	Estimated Cost
Ex-1	Clean and Restore Anodized Aluminum Window Frames (~33 Total)	\$10,000.00
Ex-2	Replace Windows and Frames (~4 Total)	\$7,900
Ex-3	Replace Eastside and Westside Soffits	\$16,000.00
I-1	Hazardous Materials Survey	\$5,000.00
I-2	Replace Ceiling Tiles and Repair Grid	\$53,500.00
I-3	Repaint Wood Ceiling	\$9,500.00
I-4	Repaint GWB Ceiling	\$1,500.00
I-5	New Roof Insulation (as part of Future Reroof)	\$85,700.00
I-6	Repaint Interior Walls	\$56,500.00
I-7	Replace Carpet Floor Tiles in Offices and Council Chambers	\$8,600.00

TABLE 5 – (continued)**Recommended Item List with Costs**

No.	Item Description	Estimated Cost
I-8	Replace Carpet Floor Tiles in Police Department	\$45,500.00
I-9	Replace Linoleum Floor Tiles (Hazardous Material)	\$46,400.00
I-10	Repair and Repaint Interior Doors and Frames	\$11,800.00
I-11	New Partitions in Locker Rooms	\$10,000.00
I-12	New Partitions in Public Bathrooms	\$10,000.00
I-13	New Countertop and Casework in Breakroom	\$20,600.00
I-14	New Countertop and Casework in City Manager's Office	\$5,600.00
B-1	Remove Louvers and Exhaust Flue, Infill CMU at Boiler Building	\$9,500.00
S-1	Weep Holes	\$3,000.00
H-1	Replace Damper on Louver at North End of the Building	\$8,500.00
H-2	Demolish Unused Fan and Patch Roof	\$2,800.00
P-1	Replace Service Sink, Mop Sinks, and Shower Fixtures	\$8,200.00
EEM-1	LED Lighting	\$200,000.00
EEM-3	Replacement HVAC Systems (DOAS and VRF)	\$812,000.00
EEM-4	Heat Pump Water Heater	\$6,000.00
E-1	Telecommunications Audit	\$5,000.00
E-2	Load Study at Four Locations	\$3,500.00
E-3	Replace Switchboard and Boiler Building Distribution	\$200,000.00
E-4	Replace ATS	\$25,000.00
E-5	Replace Panelboards	\$40,000.00
Total Estimated Cost		\$1,727,600.00

APPENDIX A

PHOTOGRAPHIC SUPPORT



Plate 1 - Typical Exterior Wood Siding



Plate 2 - Underside of Main Entrance Awning



Plate 3 - Shrubs and Trees Growing Against Building



Plate 4 - Overall View of South Side of the Building



Plate 5 - Chipped Paint on Exterior Wall



Plate 6 - North Awning and Antenna



Plate 7 - Damaged Electrical Junction Box



Plate 8 - Cracking and Uneven Asphalt Pavement



Plate 9 - Weeds Growing Through Cracks in Asphalt



Plate 10 - Water Pooling in Landscape Strips



Plate 11 - Typical Exterior Window



Plate 12 - Weathered Exterior Door



Plate 13 - Exterior Door with Damaged Threshold



Plate 14 - Overall View of the Roof



Plate 15 - Organic Debris Build Up on Awning



Plate 16 - Roof Drains Full of Organic Debris



Plate 17 - Lichen Growing Around Roof Patches



Plate 18 - Exterior View of Skylights



Plate 19 - Exterior Soffits



Plate 20 - Damaged Tiles and Grids Below Equipment



Plate 21 - Ceiling Tile in Council Chambers



Plate 22 - Ceiling Tile in Main Entrance



Plate 23 - Entrance Vestibule Ceiling



Plate 24 - Inside View of Skylights and Unpainted Frame

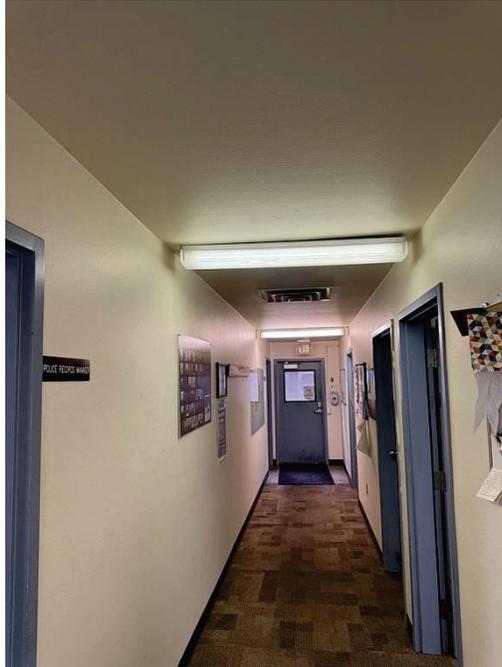


Plate 25 - Corridor GWB Ceilings



Plate 26 - Deteriorating Roof Insulation Above Plywood



Plate 27 - Different Color Paint Around Reception Office Window



Plate 28 - Worn Down Carpet Tiles in Police Department



Plate 29 - Lunch Room Floor



Plate 30 - Mismatching Linoleum Floor Tiles



Plate 31 - Wear and Tear on Doors and Frames



Plate 32 - Wear and Tear on Doors and Frames



Plate 33 - Council Chambers Double Doors Catching on Carpet



Plate 34 - Broken Door Closer in Police Department Corridor



Plate 35 - Breakroom Countertop and Casework



Plate 36 - Office Manager's Meeting Room Countertop and Casework



Plate 37 - Trees and Vines Behind Boiler Room

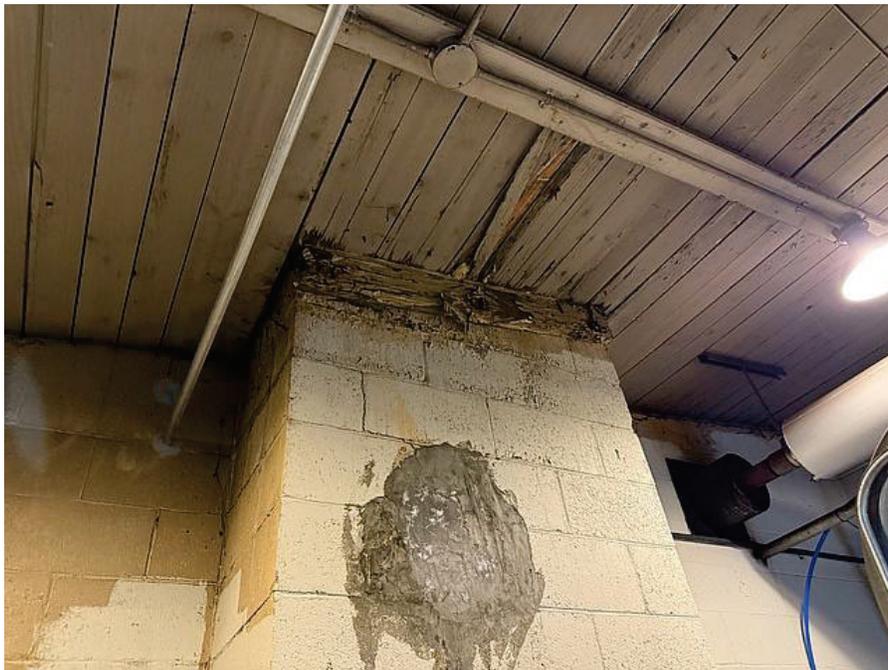


Plate 38 - Boiler Deteriorating Wooden Ceiling



Plate 39 - Boiler Room Chimney, and Generator Louver and Exhaust



Plate 40 - Unbraced Suspended Ceiling Panels



Plate 41 - Masonry Veneer with No Weep Holes



Plate 42 – Partially Used Existing Louver with Open Damper



Plate 43 – Ductwork Above the Ceiling



Plate 44 – Retrofitted Supply Duct in Office Space



Plate 45 – Outdated Exhaust Grille



Plate 46 – Unused Fan in Storage Room



Plate 47 – Women’s Locker Room Exhaust Fan Hood



Plate 48 – Locker Room Shower and Fixtures



Plate 49 – Janitor Closet Mop Sink



Plate 50 – Storage Room Service Sink



Plate 51 - City Hall Telecommunications in Storage Room



Plate 52 - Main Switchgear and ATS in Boiler Building



Plate 53 - City Hall Panel B in Storage Room

APPENDIX B

STRUCTURAL TIER 1 TABLES

Tier 1 Basic Configuration Checklist

Immediate Occupancy Basic Configuration Checklist (High Seismicity) - ASCE 41-17 Tab. 17-3							
Status	Building System	Check:	Compliant	Noncompliant	Unknown	Not Applicable	
Low Seismicity	General	LOAD PATH	X				
		ADJACENT BUILDINGS	X				
		MEZZANINES				X	
	Building Configuration	WEAK STORY					X
		SOFT STORY					X
		VERTICAL IRREGULARITIES	X				
		GEOMETRY	X				
	MASS					X	
	TORSION	X					
Moderate Seismicity	Geologic Site Hazards	LIQUEFACTION		X			
		SLOPE FAILURE	X				
		SURFACE FAULT RUPTURE	X				
High Seismicity	Foundation Configuration	OVERTURNING	X				
		TIES BETWEEN FOUNDATION ELEMENTS					X

Total Count	8	1	0	5
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**Tier 1 Structural System Checklist (North-South) Direction
Life Safety Performance Level**

Immediate Occupancy Checklist for Building Type W2 (High Seismicity) - ASCE 41-17 Tab. 17-7 (N/S Seismic Direction)					
Building System	Check:	Compliant	Noncompliant	Unknown	Not Applicable
SEISMIC FORCE RESISTING SYSTEM	REDUNDANCY	X			
	SHEAR STRESS CHECK	X			
	STUCCO SHEAR WALLS				X
	GYPSON WALLBOARD OR PLASTER SHEAR WALLS				X
	NARROW WOOD SHEAR WALLS	X			
	NARROW WOOD SHEAR WALLS (MODERATE/HIGH SEISMICITY)	X			
	WALLS CONNECTED THROUGH FLOORS				X
	HILLSIDE SITE				X
	CRIPPLE WALLS				X
	OPENINGS				X
	HOLD DOWN-ANCHORS				X
CONNECTIONS	WOOD POSTS	X			
	WOOD SILLS	X			
	GIRDER-COLUMN CONNECTION	X			
	WOOD SILL BOLTS	X			
FOUNDATION SYSTEM	DEEP FOUNDATION				X
	SLOPING SITES				X

**Immediate Occupancy Checklist for Building Type W2 (High Seismicity) - ASCE 41-17 Tab. 17-7
(N/S Seismic Direction)**

Building System	Check:	Compliant	Noncompliant	Unknown	Not Applicable
DIAPHRAGMS	DIAPRAGHM CONTINUITY	X			
	ROOF CHORD CONTINUITY	X			
	DIAPHRAGM REINFORCEMENT AT OPENINGS				X
	STRAIGHT SHEATING				X
	SPANS	X			
	DIAGONALLY SHEATHED AND UNBLOCKED DAPHRAGMS				X
	OTHER DIAPHRAGMS	X			

Total Count	12	0	1	11
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**1Tier 1 Structural System Checklist (East-West Direction)
Life Safety Performance Level**

Immediate Occupancy Checklist for Building Type W2 (High Seismicity) - ASCE 41-17 Tab. 17-7 (N/S Seismic Direction)					
Building System	Check:	Compliant	Noncompliant	Unknown	Not Applicable
SEISMIC FORCE RESISTING SYSTEM	REDUNDANCY	X			
	SHEAR STRESS CHECK		X		
	STUCCO SHEAR WALLS				X
	GYPSUM WALLBOARD OR PLASTER SHEAR WALLS				X
	NARROW WOOD SHEAR WALLS	X			
	NARROW WOOD SHEAR WALLS (MODERATE/HIGH SEISMICITY)	X			
	WALLS CONNECTED THROUGH FLOORS				X
	HILLSIDE SITE				X
	CRIPPLE WALLS				X
	OPENINGS				X
	HOLD DOWN-ANCHORS				X
CONNECTIONS	WOOD POSTS	X			
	WOOD SILLS	X			
	GIRDER-COLUMN CONNECTION	X			
	WOOD SILL BOLTS	X			

Immediate Occupancy Checklist for Building Type W2 (High Seismicity) - ASCE 41-17 Tab. 17-7 (N/S Seismic Direction)

Building System	Check:	Compliant	Noncompliant	Unknown	Not Applicable
FOUNDATION SYSTEM	DEEP FOUNDATION				X
	SLOPING SITES				X
DIAPHRAGMS	DIAPHRAGM CONTINUITY	X			
	ROOF CHORD CONTINUITY	X			
	DIAPHRAGM REINFORCEMENT AT OPENINGS				X
	STRAIGHT SHEATING				X
	SPANS	X			
	DIAGONALLY SHEATHED AND UNBLOCKED DAPHRAGMS				X
	OTHER DIAPHRAGMS	X			

Total Count	11	1	1	11
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**Life Safety Nonstructural Checklist (High Seismicity)
(Only items required for Life Safety Performance Level are included in checklist)**

Position Retention Nonstructural Checklist (High Seismicity) - ASCE 41-17 Tab. 17-38		Not Applicable	Notes			
Status	Check:	Compliant	Noncompliant	Unknown	Not Applicable	Notes
Life Safety System	Fire Suppression Piping		X			Building does not have a fire suppression system.
	Flexible Couplings		X			Building does not have a fire suppression system.
	Emergency Power	X				Emergency power will be supplied by an exterior generator.
	Stair and Smoke Ducts				X	No stairs, single-story building.
	Sprinkler Ceiling Clearance		X			Building does not have a fire suppression system.
Hazardous Materials	Emergency Lighting			X		Unable to verify emergency lighting.
	Hazardous Material Equipment				X	No hazardous material storage on site.
	Hazardous Material Storage				X	No hazardous material storage on site.
	Hazardous Material Distribution				X	No hazardous material storage on site.
	Shutoff Valves				X	No hazardous material storage on site.

Position Retention Nonstructural Checklist (High Seismicity) - ASCE 41-17 Tab. 17-38						
Status	Check:	Compliant	Noncompliant	Unknown	Not Applicable	Notes
Partitions	Flexible Couplings				X	No hazardous material storage on site.
	Piping or Ducts Crossing Seismic Joints				X	No hazardous material storage on site.
	Unreinforced Masonry				X	No unreinforced masonry partitions present.
	Heavy Partitions Supported by Ceilings				X	No masonry or hollow clay tile partitions present.
	Drift				X	No rigid cementitious partitions present.
	Light Partitions			X		Unable to verify if partitions are supported at the top.
	Structural Separations				X	Building does not have structural separations.
	Tops				X	Unable to verify if partitions are supported at the top.

Position Retention Nonstructural Checklist (High Seismicity) - ASCE 41-17 Tab. 17-38						
Status	Check:	Compliant	Noncompliant	Unknown	Not Applicable	Notes
Ceilings	Suspended Lath and Plaster				X	Ceiling type not applicable.
	Suspended Gypsum Board		X			Seismic resisting attachments are not present.
	Integrated Ceilings				X	Ceiling type not applicable.
	Edge Clearance				X	Ceiling type not applicable.
	Continuity Across Structure Joints	X				There are no structural joints to be crossed.
	Edge Support				X	Ceiling type not applicable.
	Seismic Joints				X	No continuous ceiling areas greater than 2500 ft ² .
Light Fixtures	Independent Support	X				Light fixtures appear properly supported.
	Pendant Supports	X				Pendant fixtures appear properly supported.
	Lens Covers			X		Unable to verify if lens covers on light fixtures are attached with safety devices.

Position Retention Nonstructural Checklist (High Seismicity) - ASCE 41-17 Tab. 17-38						
Status	Check:	Compliant	Noncompliant	Unknown	Not Applicable	Notes
Cladding and Glazing	Cladding Anchors				X	Cladding weighing more than 10 psf is not present.
	Cladding Isolation				X	No steel or concrete moment frames.
	Multi-Story Panels				X	No multi-story panels.
	Threaded Rods				X	Threaded rod connections not present.
	Panel Connections				X	No cladding attachments.
	Bearing Connections				X	No cladding attachments.
	Inserts				X	No cladding attachments.
	Overhead Glazing		X			Skylights panels are not laminated or strengthened.
	Ties			X		Unable to confirm corrosion resistance or spacing of ties.
Masonry Veneer	Shelf Angles				X	Single story.

Position Retention Nonstructural Checklist (High Seismicity) - ASCE 41-17 Tab. 17-38						
Status	Check:	Compliant	Noncompliant	Unknown	Not Applicable	Notes
	Weakened Planes			X		Cannot confirm connection to adjacent weakened planes.
	Unreinforced Masonry Backup	X				There is no unreinforced masonry backup.
	Stud Tracks				X	Cold formed steel stud not present.
	Anchorage				X	No concrete or masonry backup.
	Weep Holes		X			Weep holes do not appear to be present.
	Openings				X	Areas with brick veneer do not have openings.
	URM Parapets or Cornices				X	No unreinforced masonry parapets or cornices.
	Canopies			X		Canopy anchorage spacing unknown.
	Concrete Parapets				X	No concrete parapet.
	Appendages				X	No cornices, parapets, signs, or ornamentation.
Parapets, Cornices, Ornamentation, and Appendages						

Position Retention Nonstructural Checklist (High Seismicity) - ASCE 41-17 Tab. 17-38						
Status	Check:	Compliant	Noncompliant	Unknown	Not Applicable	Notes
Chimneys	URM Chimneys				X	No chimney.
	Anchorage				X	No chimney.
Stairs	Stair Enclosures				X	Single story, no stairs.
	Stair Details				X	Single story, no stairs.
Contents and Furnishings	Industrial Storage Racks				X	Does not appear there are storage racks exceeding 12'-0" height.
	Tall Narrow Contents	X				Does not appear there are contents greater than 6'-0".
	Fall-Prone Contents		X			File boxes on shelving stored more than 4'-0" above floor.
	Access Floors				X	No access floors.
	Equipment on Access				X	No access floors.
	Suspended Contents					X

Position Retention Nonstructural Checklist (High Seismicity) - ASCE 41-17 Tab. 17-38						
Status	Check:	Compliant	Noncompliant	Unknown	Not Applicable	Notes
Mechanical and Electrical Equipment	Fall-Prone Equipment				X	It does not seem that there is equipment prone to falling.
	In-Line Equipment				X	It does not appear that there is in-line equipment greater than 75 lbs.
	Tall Narrow Equipment				X	Mechanical equipment does not exceed 6' tall.
	Mechanical Doors				X	Unable to verify drift tolerances of doors.
	Suspended Equipment				X	Suspended equipment is not present.
	Vibration Isolators				X	Not present.
	Heavy Equipment				X	Heavy equipment does not appear present.
	Electrical Equipment	X				Electrical equipment appears to be anchored to the structure.
	Conduit Couplings				X	It does not appear that there is conduit greater than 2 1/2" diameter.

Position Retention Nonstructural Checklist (High Seismicity) - ASCE 41-17 Tab. 17-38						
Status	Check:	Compliant	Noncompliant	Unknown	Not Applicable	Notes
Piping	Flexible Couplings			X		Majority of piping runs in crawlspace around building foundation, unable to verify fittings.
	Fluid and Gas Piping			X		Majority of piping runs in crawlspace around building foundation, unable to verify bracing.
	C-Clamps			X		Majority of piping runs in crawlspace around building foundation, unable to verify supports.
Ducts	Piping Crossing Seismic Joints				X	It does not seem that there are pipes crossing seismic joints
	Duct Bracing				X	It does not appear that the existing ducts are larger than 28" diameter.
	Duct Support	X				Ducts are supported by threaded rods.
Elevators	Ducts Crossing Seismic Joints				X	No seismic joints to cross.
	Retainer Guards				X	No Elevator
	Retainer Plate				X	No Elevator
	Elevator Equipment				X	No Elevator

Position Retention Nonstructural Checklist (High Seismicity) - ASCE 41-17 Tab. 17-38						
Status	Check:	Compliant	Noncompliant	Unknown	Not Applicable	Notes
	Seismic Switch				X	No Elevator
	Shaft Walls				X	No Elevator
	Counterweight Rails				X	No Elevator
	Brackets				X	No Elevator
	Spreader Bracket				X	No Elevator
	Go-Slow Elevators				X	No Elevator



Normandy Park City Council Meeting

Meeting Date: August 12, 2025

Agenda Category: New Business

Agenda Bill #: 1258

SUBJECT: Proclamation - Declaring a public policy emphasis related to the Regional Homelessness Crisis.

ATTACHMENT:

1. Proposed Proclamation

PRESENTED BY: Amy Arrington, City Manager

RECOMMENDED BY: City Council

REVIEWED BY: City Manager

STAFF EXPLANATION:

At the July Study Session, the City Council discussed the Regional Homelessness Crisis. After the discussion, the City Council expressed its interest in creating a policy statement that represents the City Council's shared values regarding the homelessness crisis. Mayor Zimmerman has drafted a proposed proclamation that, if approved, will represent a shared policy vision on this topic. It is now being presented for consideration.

COUNCIL OPTIONS:

1. Adopt the Proclamation as presented.
2. Adopt the Proclamation with amendments.
3. Take no action.

RECOMMENDED MOTION:

"I move to adopt the Proclamation declaring a public policy emphasis related to the Regional Homelessness Crisis."



Proclamation

A PROCLAMATION DECLARING A PUBLIC POLICY EMPHASIS RELATED TO THE REGIONAL HOMELESSNESS CRISIS

WHEREAS, the Normandy Park City Council recognizes that every person has a right to pursue and experience wellbeing; and

WHEREAS, The wellbeing of vulnerable people throughout our state is at risk through complex root causes, including deprivation, behavioral health disorders, substance abuse disorders, and life shocks; and

WHEREAS, Homelessness is frequently a visible symptom of these vulnerabilities existing in combination; and

WHEREAS, A homelessness crisis exists in Washington State and has been amplified by an overly enabling legal and policy environment; and

WHEREAS, Public funding and legislation focusing on housing affordability has been overemphasized in comparison to root-directed vocational, behavioral health, and substance abuse programs, and this has worsened the crisis; and

WHEREAS, The disturbed wellbeing leading to homelessness is not solved by reducing the visibility of vulnerable people through subsidized shelter and housing; and

WHEREAS, Solutions to homelessness are found by addressing the holistic root causes which exist beyond housing; and

WHEREAS, The “Housing First” strategy has not been successful in addressing the root causes of homelessness; and

WHEREAS, Public policy must build on high quality national evidence and not show unfounded favor to homegrown studies and ideological sentiment.

NOW, THEREFORE, the City of Normandy Park City Council declares a public policy emphasis area of “Regional Homelessness Crisis Response.” The Council declares itself a:

Regional convener of policy discussion and evidence review among elected officials and policymakers.

The Council considers itself responsible for promoting acceptance and policy expression of effective homelessness crisis response strategies, as described in this proclamation and refreshed as needed by the council majority, through actions compatible with councilmember activity articulated in RCW, NPMC, and the Washington state constitution

PASSED BY THE CITY COUNCIL ON THE 12TH DAY OF AUGUST, 2025; AND SIGNED IN AUTHENTICATION OF ITS PASSAGE ON THE 12TH DAY OF AUGUST, 2025.

Eric Zimmerman, Mayor

Attest: _____
Erin Smith, City Clerk