

AGENDA

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

January 14, 2016 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

Item 1: ADVISORY COMMITTEE MEMBER RECOGNITION

ADMINISTRATION REPORT

Item 1: VILLAGE CONCEPTS: DONATION TO DES MOINES LEGACY FOUNDATION
FOR SENIOR SERVICES

CONSENT AGENDA

Page 1 Item 1: APPROVAL OF MINUTES
Motion is to approve minutes from the December 10, 2015 regular City Council meeting.

Page 5 Item 2: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfer included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#145267-145590	\$1,201,770.14
Electronic Wire Transfers	#638-653	\$ 517,027.44
Payroll Checks	#18739-18748	\$ 6,204.06
Payroll Direct Deposit	#510001-510156	\$ 289,348.85
Payroll Checks	#18749-18751	\$ 5,897.85
Payroll Direct Deposit	#10001-10172	\$ 301,870.69
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$2,322,119.03

Page 7 Item 3: HUMAN SERVICES ADVISORY COMMITTEE APPOINTMENTS
Motion is to confirm the Mayoral appointments of Ms. Judi Armer, Ms. Charlotte Edman and Mr. Chad Harper to two year terms on the Human Services Advisory Committee, effective immediately and expiring on December 31, 2017.

Page 13 Item 4: DRAFT RESOLUTION NO. 15-198 SETTING A PUBLIC HEARING TO CONSIDER AMENDMENTS TO ADULT ENTERTAINMENT ZONING
Motion is to adopt Draft Resolution No. 15-198 setting a public hearing date on February 25, 2016 to consider Draft Ordinance No. 15-198 amending the adult entertainment zoning requirements found in DMMC 18.16.030 and DMMC 18.52.010(B).

Page 39 Item 5: PARKS AND RIGHT OF WAY LANDSCAPE MAINTENANCE CONTRACT WITH NORTHWEST LANDSCAPE SERVICES (NLS)
Motion is to approve the revised Goods and Services Contract for Landscape Maintenance Services with Northwest Landscape Services for a maximum annual contract amount of \$146,798.22 (including sales tax), which includes \$112,272.52 for the base bid and \$865.68 for bid alternate 2, \$4,328.40 for bid alternate 3, \$865.68 for bid alternate 4, \$8,568.99 for bid alternate 6, \$7,161.04 for bid alternate 7, contract sales tax of \$12,735.91 and authorize the City Manager to sign said Contract substantially in the form as submitted.

OLD BUSINESS

Page 131 Item 1: LOCAL GOVERNMENT 101, PART 1: THE COUNCIL-MANAGER FORM OF GOVERNMENT
Staff Presentation: City Attorney Pat Bosmans

NEW BUSINESS

Page 169 Item 1: LOCAL GOVERNMENTAL 101, PART 2: OPEN PUBLIC MEETINGS ACT & PUBLIC RECORDS
Staff Presentation: City Attorney Pat Bosmans

NEXT MEETING DATE

January 21, 2016 Regular City Council Meeting

ADJOURNMENT

MINUTES

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

December 10, 2015 – 7:00 p.m.

CALL TO ORDER

Mayor Kaplan called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Musser.

ROLL CALL

Council present: Mayor Dave Kaplan; Mayor Pro Tem Matt Pina; Councilmembers Melissa Musser, Bob Sheckler and Vic Pennington.

Councilmembers Jeremy Nutting and Luisa Bangs were absent.

Direction/Action

Motion made by Councilmember Sheckler to excuse Councilmembers Nutting and Bangs; seconded by Councilmember Musser.

The motion passed 5-0.

Staff present: Assistant City Manager Michael Matthias; Assistant City Attorney Tim George; Planning, Building and Public Works Director Dan Brewer; Police Chief George Delgado; Engineering Services Manager Brandon Carver; Parks, Recreation and Senior Services Director Patrice Thorell; Marina Maintenance Manager Scott Wilkins; City Clerk Bonnie Wilkins.

CORRESPONDENCE

There were no correspondences.

Mayor Kaplan mentioned to the public that the Utility Tax item has been removed from any 2015 Agenda.

COMMENTS FROM THE PUBLIC

- William Weidlich, 20129 4th Avenue S; Water and sewer rates and speeding on 4th Avenue S.
- Kevin Isherwood; Redondo Beach Drive; Enjoyed the Study Session Council held on December 3, 2015.
- Sheila Brush; Shop and support stores in Redondo Square.
- Rick Johnson, 28624 Redondo Beach Drive; Inquires if there is communication on the Woodmont Recovery Center prior to October, 2014.
- Bill Linscott, 22335 6th Avenue S; Marina and Marina Development meeting on January 27, 2016.
- Michelle O'Dell, S 222nd Street; Asked Council to adopt the Parks, Recreation & Senior Services Master Plan.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Pennington

- Attended Tree Lighting ceremony.
- Public Safety & Transportation Committee Meeting:
 - Metro Transit and long range plans.
 - Connectivity between East/West Communities.
 - Increase access to Park & Rides.
 - Traffic safety study.
- Finance & Economic Development Committee Meeting
- Thanked everyone for attending.

Councilmember Sheckler

- Attended last meeting of the year for SCORE:
 - Doing exceedingly well.
 - New replacement next year:
 - Suggest Councilmember Bangs.
 - Will volunteer time to help new representative.

Mayor Pro Tem Pina

- Attended the Tree Lighting ceremony:
 - The biggest attendance.
- Finance & Economic Development Committee Meeting:
 - Focus on finances.
 - Looked at a number of options.
 - A lot of economic development happening:
 - 3-5 years to generate revenue.
 - Request to consider rezone of area on Pacific Highway:
 - Taking results and discussing them in January.
- Sound Side Alliance.

Councilmember Musser

- 2016 Parks, Recreation & Senior Services Master Plan:
 - Thanked all volunteers, City staff and community partners who were involved.
- Old computers being refurbished and given to those in need by Vince Thyng from North Hill.

PRESIDING OFFICER'S REPORT

- North Hill Elementary School was given the 2015 School of Distinction Award.
- Received thank you letter from Luke Rucks, Central Washington University.
 - Sports Summit January 8th at Central Washington University at Highline Campus.
- Soundside Alliance Outlook Breakfast.
- Comcast Franchise Agreement with City of Seattle.

ADMINISTRATION REPORT

- Workforce summit.
- Positive step in Transportation infrastructure:
 - Planning, Building and Public Works Director Dan Brewer:
 - Advertised S 216th Street Project (24th to Pacific Highway S)
 - Bids opened in early January.
 - Construction to start in early March.

CONSENT AGENDA

- Item 1: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfer included in the attached list and further described as follows:
- | | | |
|--|----------------|----------------|
| Total A/P Checks/Vouchers | #145035-145266 | \$ 641,505.35 |
| Electronic Wire Transfers | #625-637 | \$1,284,824.65 |
| Payroll Checks | #18731-18735 | \$ 3,924.16 |
| Payroll Direct Deposit | #470001-470152 | \$ 284,403.74 |
| Payroll Checks | #18736-18738 | \$ 5,820.84 |
| Payroll Direct Deposit | #490001-490158 | \$ 319,638.84 |
| Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: | | \$2,540,117.58 |
- Item 2: CONSULTANT CONTRACT AMENDMENT: TRANSPORTATION PROJECT MANAGER – LEONARD D. MADSEN
Motion is to approve Amendment #10 to the Contract with Leonard D. Madsen, continuing professional project management services for the Transportation Gateway Project from January 1 through December 31, 2016 not to exceed \$40,000, and authorize the City Manager to sign the contract amendment substantially in the form submitted.
- Item 3: CONSULTANT CONTRACT AMENDMENT – GRANT FREDRICKS
Motion is to approve Amendment/Addendum 4 to the Contract with Grant Fredricks, continuing professional consulting services through December 31, 2016 with a total not to exceed \$50,000 for 2016 services, and authorize the City Manager to sign the contract amendment substantially in the form submitted.
- Item 4: MAYORAL RE-APPOINTMENTS TO THE SENIOR SERVICES ADVISORY COMMITTEE
Motion is to confirm the Mayoral re-appointments of Dr. Barbara Reid and Jeanne Serrill to a two-year term on the City of Des Moines Senior Services Advisory Committee effective January 1, 2016 and expiring on December 31, 2017.
- Item 5: ONE TIME REVENUES – PHASED IN EXPENDITURE REQUIREMENTS
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 15-199 on first reading.

Motion 2 is to enact Draft Ordinance No. 15-199 amending DMMC 3.100.020 to allow for the waiver of DMMC provisions regarding the phasing in and expenditure of one-time revenues for the calendar year 2016.
- Item 6: TRANSPORTATION GATEWAY PROJECT S 216TH STREET SEGMENT 1-A; SUPPLEMENT AGREEMENT FOR ADDITIONAL ROW SERVICES
Motion is to approve Supplement #14 with KPG Consulting Engineers, Inc. for additional right of way services necessary for South 216th Street Improvements, Segment 1-A (24th Avenue South to Pacific Highway South) in the amount of \$29,935.77, bringing the total Agreement amount for the Transportation Gateway Project to \$3,975,641.02, and further authorize the City Manager to sign the contract supplement substantially in the form as submitted.

- Item 7: 2016 INTERGOVERNMENTAL POLICIES AND POSITIONS
Motion is to adopt the Intergovernmental Policies and Positions as amended by the City Council at the November 19, 2015 Council meeting.

Direction/Action

Motion made by Mayor Pro Tem Pina to approve the Consent Agenda; seconded by Councilmember Musser.
The motion passed 5-0.

Mayor Kaplan took Old Business Items out of order.

OLD BUSINESS

- Item 2: 2016 CITY COUNCIL VISION, MISSION STATEMENT, GOALS AND STRATEGIC OBJECTIVES

Direction/Action

Motion made by Councilmember Sheckler to adopt the Vision, Mission Statement, Goals and Strategic Objectives for 2016 as amended by the City Council at the November 14, 2015 Council goal setting retreat; seconded by Councilmember Musser.
The motion passed 5-0.

- Item 1: 2016 DES MOINES PARKS, RECREATION AND SENIOR SERVICES MASTER PLAN

Staff Presentation: Parks, Recreation & Senior Services Director
Patrice Thorell

Direction/Action

Motion made by Councilmember Musser to adopt Draft Resolution No. 15-192 approving the Parks, Recreation and Senior Services Master Plan for the City of Des Moines for the years 2016 through 2021, and to docket the Goals, Policies and Implementation Strategies identified in Chapter 5 for inclusion in the next update to the Des Moines 2035 Comprehensive Plan as Chapter 6: Parks, Recreation and Open Space Element; seconded by Mayor Pro Tem Pina.
The motion passed 5-0.

NEXT MEETING DATE

December 17, 2015 Regular City Council Meeting

ADJOURNMENT

Motion made by Councilmember Sheckler to adjourn; seconded by Mayor Pro Tem Pina.
The motion passed 5-0.

The meeting was adjourned at 8:30 p.m.

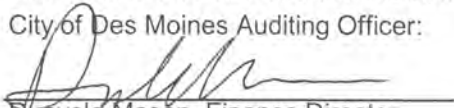
Respectfully Submitted,
Bonnie Wilkins, CMC
City Clerk

CITY OF DES MOINES
Voucher Certification Approval
14-Jan-16
Auditing Officer Certification

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

As of **Jan 14, 2016** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the attached list and further described as follows:

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


Danyele Mason, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	145267 ✓	145590	1,201,770.14 ✓
Electronic Wire Transfers	638 ✓	653	517,027.44 ✓
Total claims paid			1,718,797.58
Payroll Vouchers			
Payroll Checks	18739 ✓	18748	6,204.06
Direct Deposit	510001 ✓	510156	289,348.85
Payroll Checks	18749 ✓	18751	5,897.85
Direct Deposit	10001 ✓	10172	301,870.69
Payroll Checks	-		
Direct Deposit	-		
Total Paychecks/Direct Deposits paid			603,321.45
Total checks and wires for A/P & Payroll			2,322,119.03

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

Mayoral Appointments to the Human Services Advisory Committee

ATTACHMENTS:

Human Services Advisory Committee Applications

FOR AGENDA OF: January 14, 2016

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

DATE SUBMITTED: November 30, 2015

CLEARANCES:

☒ Legal 

☐ Finance _____

☐ Marina _____

☒ Parks, Recreation & Senior Services 

☐ Planning, Building & Public Works _____

☐ Police _____

☐ Courts _____

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

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

Suggested Motion

"I move to confirm the Mayoral appointment of Ms. Judi Armer, Ms. Charlotte Edman, and Mr. Chad Harper to two year terms on the Human Services Advisory Committee, effective immediately and expiring on December 31, 2017.

Background

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

Discussion

Ms. Judi Armer, Ms. Charlotte Edman and Mr. Chad Harper are seeking appointments to the committee to fill three vacancies by three committee members who completed two full terms.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

Des Moines Administration recommends the Mayoral appointment of Ms. Judi Armer, Ms. Charlotte Edman and Mr. Chad Harper to two year terms on the Human Services Advisory Committee.



CITY OF DES MOINES
APPLICATION FOR APPOINTEE OFFICE
21630 11th Avenue South
Des Moines, WA 98198

Recvd.

9/24/15

Please Check

NAME: Chad Harper
ADDRESS: 21420 14th Ave S
CITY/ZIP: Des Moines WA 98198
PHONE: Home 206-541-0312 Work _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 1 year
REGISTERED VOTER? Yes
E-MAIL ADDRESS: chad.harper@me.com

- ☐ Civil Service Commission
☐ Library Board
☒ Human Services
☐ Senior Services
☐ Arts Commission
☐ Marina Beach Park

EMPLOYMENT SUMMARY LAST FIVE YEARS: Currently a filing specialist at a law firm. I have worked on political campaigns and for elected officials

Are you related to anyone presently employed by the City or a member of a City Board? No.
If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? No if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? I am passionate about making sure the needs of our most vulnerable residents are met. As someone who grew up in a low-income household, I know how important these programs are & how they impact people.

2. What problems, programs or improvements are you most interested in? I'm most interested in making sure that the city is spending tax dollars wisely and that programs are achieving their desired goals.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously. None.



CITY OF DES MOINES
APPLICATION FOR APPOINTIVE OFFICE

21630 11th Avenue South
Des Moines, WA 98198

Recvd. PW

RECEIVED

AUG 31 2011

CITY OF DES MOINES
CITY CLERK

Please Check

NAME: Charlotte Edman
ADDRESS: 19813 5th Ave S.
CITY, ZIP: Des Moines WA 98148
PHONE: Home 206 824 6636 Work _____
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 48 yr
Email address: Charlotteedman@MSN.COM
REGISTERED VOTER? Yes.

- ☐ Civil Service Commission
☐ Planning Agency
☐ Library Board
☒ Human Services
☐ Senior Services
☐ Arts Commission

EMPLOYMENT SUMMARY LAST FIVE YEARS: University WA, Reg Nurse
working in Employee Health (medical care & screening for
UW employees) and Immunization Clinic (serving the
public, students, employees)

Are you related to anyone presently employed by the City or a member of a City Board? No
If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? No If so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? Able to
consider and act upon fair choices to benefit
the citizens of Des Moines. I am familiar with
many programs for the underserved and believe I
could help to make good choices.

2. What problems, programs or improvements are you most interest in? Children - both education and health
programs to benefit underserved and those
programs "close to home" that need some
funding.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously. _____



CITY OF DES MOINES
APPLICATION FOR APPOINTEE OFFICE
 21630 11th Avenue South
 Des Moines, WA 98198

Recvd. **RECEIVED**

AUG 27 2011

CITY OF DES MOINES
CITY CLERK
 Please Check

NAME: JUDI M. ARMER
 ADDRESS: 25812 14TH LN S
 CITY/ZIP: DES MOINES 98198
 PHONE: Home (206) 412-3213 Work _____
 LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 10yr
 REGISTERED VOTER? Yes
 E-MAIL ADDRESS: JUDIARMER@HOTMAIL.COM

- ☐ Civil Service Commission
☐ Library Board
☒ Human Services
☐ Senior Services
☐ Arts Commission
☐ Marina Beach Park

EMPLOYMENT SUMMARY LAST FIVE YEARS: WORKED AS A SOCIAL WORKER
AT JUDSON PARK LAST 10yr WAS IN CHARGE OF LONG
TERM CARE & DEMENTIA RESIDENTS

Are you related to anyone presently employed by the City or a member of a City Board? No
 If yes, explain: _____

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? No if so, please describe: _____

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute? I REALLY
LOVE LIVING IN DES MOINES & WOULD LIKE TO
SEE WHAT I CAN DO TO MAKE DES MOINES A
GREAT PLACE FOR ALL THAT LIVE HERE. PLUS
I WOULD LIKE TO SEE MORE BUSINESS HERE.

2. What problems, programs or improvements are you most interest in? WHAT MAKES DES MOINES RUN? HOW CAN
WE AS REGULAR CITIZENS HELP OUR COMMITTEE
SERVE OUR COMMUNITY.

3. Please list any Des Moines elective/appointive offices you have run/applied for previously. _____

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Resolution No. 15-198 setting a public hearing to consider amendments to Adult Entertainment Zoning

FOR AGENDA OF: January 14, 2016

DEPT. OF ORIGIN: Legal

ATTACHMENTS:

DATE SUBMITTED: January 6, 2016

1. Draft Resolution No. 15-198
2. Draft Ordinance No. 15-198
3. Map showing current zoning
4. Map showing proposed zoning
5. Map showing zoning with increased distance disqualifiers

CLEARANCES:

- ☒ Legal DSB
- ☐ Finance N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Planning, Building & Public Works DSB
- ☐ Police N/A
- ☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to establish a public hearing date for the City Council to consider Draft Ordinance No. 15-198 which amends the adult entertainment zoning requirements found in DMMC 18.160.030 and DMMC 18.52.010(B). The City Council can establish the public hearing date by passing the following motion:

Suggested Motion

Motion: "I move to adopt Draft Resolution No. 15-198 setting a public hearing date on February 25, 2016 to consider Draft Ordinance No. 15-198 amending the adult entertainment zoning requirements found in DMMC 18.16.030 and DMMC 18.52.010(B).

Background

The last time the City Council amended the adult entertainment zoning regulations in Des Moines was in the year 2000. In order to adequately address the various impacts to public health, safety, morals and general welfare that adult uses present, it is important to review the zoning regulations and make amendments as needed based on the realities of 2016.

Regulations related to adult uses must be carefully considered in light of federal and state constitutional guarantees regarding freedom of expression. Regulations imposed on sexually oriented businesses have been challenged in the courts over many years. The result of these challenges is a body of court decisions that conclude that local governments may impose reasonable time, place, and manner regulations on adult businesses as long as a substantial public interest in regulating the use (in a way that does not suppress speech) is demonstrated, and as long as reasonable alternative locations are provided for the use. While local governments cannot totally ban sexually oriented businesses, location and licensing restrictions may be imposed since the courts recognize that communities are entitled to protect themselves against the "secondary effects" of such businesses.

The legislative record supporting adoption of an ordinance containing new or more stringent adult use regulations may come under judicial scrutiny and it is therefore important to adequately establish that record. At the public hearing studies will be provided demonstrating the secondary effects of adult uses on surrounding properties as well as the impact the current adult use businesses have had on the City.

Discussion

Currently inconsistencies exist between chapter 18.160 DMMC (Adult Entertainment Facility Zoning) and the commercial use table found in DMMC 18.52.010(B).

The specific chapter relating to adult entertainment facilities allows adult uses in all commercial zones of the City, as long as those uses are not within 1000 feet of a residential zone, a school, a day care, a church, a public facility, or another adult use. This chapter also specifically permits adult uses in the Pacific Ridge Commercial Zone so long as the properties obtain access exclusively from Pacific Highway and are not within 500 feet of another adult use.

According to the commercial use table found in DMMC 18.52.010(B), adult uses are limited to the Pacific Ridge Commercial Zone and the Highline Commercial Zone but must be further than 500 feet from churches, schools, day care centers, public facilities, and other adult uses.

Draft Ordinance No. 15-198 addresses these conflicts by limiting adult uses only to the Pacific Ridge Commercial Zone for properties with direct access off Pacific Highway and eliminates the inconsistencies between distance requirements. The Draft Ordinance as written would limit adult uses to the Pacific Ridge Commercial Zone as long as the property obtained its sole access from Pacific Highway and as long as the property is at least 500 feet from the property line of a church, school, day care center, public facility, and at least 1,000 feet from the property line of another adult use.

As it relates to the Pacific Ridge Commercial Zone, the attached maps demonstrate the current zoning (attachment 3), the proposed zoning under Draft Ordinance 15-198 (attachment 4), and the zoning if the distance for all disqualifying sites was increased to 1000 feet (attachment 5). By adopting attachment 4 or 5, all adult uses will be confined to the Pacific Ridge Commercial Zone.

Alternatives

The City Council may:

1. Adopt the Draft Resolution as written or with amendments or
2. Decline to adopt the Draft Resolution and do not set a date for a public hearing.

Financial Impact

None.

Recommendation or Conclusion

Legal recommends adopting the Draft Resolution as written.

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CITY ATTORNEY'S FIRST DRAFT 10/26/2015

DRAFT RESOLUTION NO. 15-198

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider Draft Ordinance No. 15-198 which updates and amends DMMC 18.160.030 entitled "Adult entertainment facilities prohibited in certain areas" to provide consistency in the Zoning Code, updates the Commercial Zone Primary Use Table, and increases the distance required between adult entertainment facilities.

WHEREAS, the City Council is considering updating DMMC 18.160.030 relating to adult entertainment facilities prohibited in certain areas, and

WHEREAS, amendments to specific uses in Title 18 require amendments to the corresponding use tables, and

WHEREAS, a public hearing is necessary to receive public comment regarding this proposal, and

WHEREAS, a public hearing is required for adoption of an ordinance which amends a portion of the Zoning Code; now therefore,

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

The matter of amendments to DMMC 18.160.030, *Adult entertainment facilities prohibited in certain areas*, and the Commercial Zone Primary Use Table found in chapter 18.52, is set for a public hearing before the City Council on Thursday, February 25, 2016, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, Suite B, Des Moines, Washington.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2016 and signed in authentication thereof this ____ day of _____, 2016.

M A Y O R

APPROVED AS TO FORM:

City Attorney

Resolution No. ____
Page 2 of ____

ATTEST:

City Clerk

1/7/16 3:52 PM

CITY ATTORNEY'S FIRST DRAFT 11/16/2015

DRAFT ORDINANCE NO. 15-198

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to adult entertainment facilities, amending DMMC 18.160.030 and DMMC 18.52.010B, Commercial Zone Primary Uses Chart and Footnotes 46 and 78, to update and provide consistency in the Zoning Code, and increasing the distance required between adult entertainment facilities from 500 feet to 1,000 feet.

WHEREAS, the Des Moines City Council is committed to protecting the general welfare of the City through the enforcement of laws prohibiting obscenity, indecency, and sexual offenses while preserving constitutionally protected forms of expression, and

WHEREAS, the City Council finds that adult entertainment, activity, retail or use requires special supervision from the public safety agencies in order to protect and preserve the health, safety, and welfare of the patrons and employees of said businesses as well as the citizens of the City, and

WHEREAS, the City Council finds that concerns about crime and public sexual activity generated and/or occurring within or nearby the adult entertainment, activity, retail, or use are legitimate, substantial, and compelling concerns of the City which demand reasonable regulation, and

WHEREAS, the City Council finds that adult entertainment, activity, retail, or use, due to their nature, have secondary adverse impacts upon the health, safety, and welfare of the citizenry through increases in crime and opportunity for spread of sexually transmitted diseases, and

WHEREAS, there is convincing documented evidence that adult entertainment, activity, retail, or use have a detrimental effect on both the existing businesses around them and the surrounding residential and commercial areas adjacent to them, causing increased crime, the downgrading of quality of life and property values and the spread of urban blight. Reasonable regulation of the location of these facilities will provide for the protection of the community, protect residents, patron, and employees from the adverse secondary effects of such retail facilities, and

Ordinance No. ____
Page 2 of 13

WHEREAS, the City recognizes that adult entertainment, activity, retail, or use, due to their very nature, have serious objectionable operational characteristics, particularly when located in close proximity to residential neighborhoods, day care centers, religious facilities, public parks, libraries, schools, and other adult entertainment, activity, retail, or use, thereby having a deleterious impact upon the quality of life in the surrounding areas. It has been acknowledged by courts and communities across the nation that state and local governmental entities have a special concern in regulating the operation of such businesses under their jurisdiction to ensure the adverse secondary effects of the uses are minimized, and

WHEREAS, this Ordinance is intended to protect the general public health, safety, and welfare of the citizenry of the City through the regulation of the location of adult entertainment, activity, retail, or use. The regulations set forth herein are intended to control health, safety, and welfare issues, the decline in neighborhood conditions in and around adult retail uses, and to isolate dangerous and unlawful conduct associated with these facilities, and

WHEREAS, it is not the intent of this Ordinance to suppress any speech activities protected by the First Amendment to the United States Constitution, or Article 1, Section 5 of the Washington State Constitution, but to enact content neutral legislation which addresses the negative secondary impacts of adult entertainment, activity, retail, or use, and

WHEREAS, it is not the intent of the City Council to condone or legitimize the distribution of obscene material, and the City Council recognizes that state and federal law prohibits the distribution of obscene materials, and

WHEREAS, a public hearing is required for enacting an Ordinance to amend Title 18 DMMC commonly referred to as the Zoning Code, and

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

Ordinance No. ____
Page 3 of 13

WHEREAS, an expedited review was granted by the Washington State Department of Commerce on _____, and

WHEREAS, the City Council set the date for the public hearing on Draft Ordinance No. 15-198 by Resolution No. XXXX, fixing the public hearing for _____, and

WHEREAS, notice of the public hearing was issued on _____ in accordance with the DMMC, and

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

WHEREAS, the City Council finds that the amendments contained in this Ordinance are appropriate and necessary for the preservation of the public health, safety, and welfare; now therefore,

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

Sec. 1. DMMC 18.160.030 and section 354 of Ordinance No. 1591 are amended to read as follows:

Adult entertainment facilities prohibited in certain areas.

~~_____ (1) Adult entertainment facilities as defined in this Title are prohibited:~~

~~_____ (a) Within 3,000 feet of any Residential Zone or any single-family or multiple-family residential use;~~

~~_____ (b) Within 1,000 feet of any public or private elementary or secondary school;~~

~~_____ (c) Within 1,000 feet of any day care center for children, nursery, or preschool;~~

Ordinance No. _____
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~~_____ (d) Within 1,000 feet of any church or other facility or institution used primarily for religious purposes;~~

~~_____ (e) Within 1,000 feet of any public park or public facility open to families, including post offices, City Hall, and medical clinics; and~~

~~_____ (f) Within 1,000 feet of any other adult retail use.~~

~~As used herein, the distances shall mean the straight-line distance between the edge or corner of the property on which the adult retail use is located to the nearest edge or corner of the property of another adult retail use or any of the sensitive uses set forth above.~~

~~_____ (2) Exception. Adult entertainment facilities, as defined in this Title, shall only be permitted within the PR-C Zone south of South 216th Street:~~

(a) So long as such uses are located within a building that fronts Pacific Highway South and obtains its access exclusively from such highway; and

(b) So long as such uses are located no less than 500 feet from the property lines of churches, common schools, day care centers, and public facilities, and one thousand (1,000) feet from any other adult entertainment or adult retail use. As used herein, the distances shall mean the straight-line distance between the edge or corner of the property on which the adult retail use is located to the nearest edge or corner of the property of the disqualifying site.

Sec. 2. DMMC 18.52.010B, Commercial Zone Primary Uses Chart and Footnotes 46 and 78, and section 133 of Ordinance No. 1591 as amended by section 12 of Ordinance No. 1601 as

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amended by section 8 of Ordinance No. 1618-A are each amended to read as follows:

TABLE 18.52.010B

COMMERCIAL ZONE PRIMARY USES

Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C	W-C
Accessory buildings and uses (as described in the applicable zone)	P	P	P	P	P	P	P	P	P
Admin, support services	P/L _[3]		P	P/L _[16]	P/L _[22]		P	P	P
Adult family homes				P	P		P	P	P
Adult entertainment facilities							P/L _[46] (13)		
Adult theaters						P/L _[33]	P/L _[43] (78)		
Amusement and recreational services				P/L _[16]	P/L _[22]				P/L _[68]
Amusement parks	CUP	CUP	CUP	CUP		CUP	CUP	CUP	CUP
Animal or veterinary services			P	P	P	P	P	P	P
Antenna system (one)	P/L _[6]								
Animal grooming	P/L _[3]		P	P	P		P	P	P
Antenna systems (not accessory)	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Apparel and accessories stores	P/L _[1]		P	P	P	P	P	P	P
Arrangement of passenger transportation	P/L _[3]			P	P		P	P	P
Art galleries	P			P	P		P	P	P
Art, glassware manufacturing			P	P	P				P
Art, ornamental ware				P	P				P
Arts, entertainment, and recreation facilities				P/L _[16]	P/L _[22]		P	P	P
Auction houses or stores				P	P	P/L _[41]	P		P
Automobile, body, paint, interior and/or glass repair				P/L _[18]	P/L _[25]		P/L _[48]		P/L _[70]

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Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C	W-C
Automobile, detail shop				P/L _[18]	P/L _[25]		P/L _[48]		P/L _[70]
Automobile, maintenance and repair				P/L _[18]	P/L _[25]	P	P/L _[48]		P/L _[70]
Automobile, parking	P/L _[5]		P	P/L _[16] [20]	P/L _[22]	P	P	P/L _[54]	P/L _[72]
Automobile, sales						P	P/L _[43]		
Automobile, service stations				P/L _[18]	P/L _[25]	P/L _[36]	P/L _[48]		P/L _[70]
Automobile, trailer sales						P	P		
Automotive equipment, rental and leasing				P	P	P	P	P/L _[53]	P
Bakeries, manufacturing and retail sales	P/L _[1]		P			P		P/L _[55]	P/L _[73]
Ballparks	CUP	CUP	CUP	CUP	CUP	CUP	CUP		CUP
Banks				P	P		P	P	P
Barber, beauty and hairstyling shops	P/L _[3]			P	P		P	P	P
Bed and breakfast facilities				P	P		P	P	P
Boats, building and repairing (less than 48 feet)						P	P		
Boats, repair/sale						P	P		
Boat moorage	P/L _[3]					P/L _[42]			
Botanical and zoological gardens				P	P		P		P
Bookbinding			P			P		P	P
Booster stations	UUP	UUP	UUP	UUP		UUP	UUP	UUP	UUP
Boxing and wrestling arenas	CUP	CUP	CUP	CUP		CUP	CUP	CUP	CUP
Building materials and garden equipment supply	P/L _[1]		P	P	P	P/L _[28]	P		P
Car washes				P/L _[18]	P/L _[25]	P			P/L _[70]
Carpentry and cabinet shops	P/L _[1] [2]		P	P	P	P	P		P
Casino hotels and motels				P	P		P	P	P
Cemeteries	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Ceramics, manufacture						P/L _[29]			
Columbariums, crematories, mausoleums with permitted cemeteries	CUP	CUP	CUP	CUP		CUP	CUP		CUP

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Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C	W-C
Commercial and industrial machinery and equipment, rental and leasing			P			P	P		
Community care facilities				P	P		P	P	P/L _[74]
Community gardens				P	P				P
Community housing services				P/L _[80]	P/L _[80]				P/L _[80]
Confectionery, manufacture			P			P		P/L _[56]	P/L _[73]
Contractors, general	P/L _[3]		P/L _[14]			P	P	P	P
Convention facilities			P	P	P	P		P	P
Correctional institutions			P						
Couriers and messengers	P/L _[3]		P				P	P	P
Data processing, business and record storage	P/L _[3]		P	P	P	P	P	P	P
Day care centers and mini- day care providers	CUP	CUP	CUP	CUP	CUP		CUP	CUP	CUP
Death care services	P/L _[3]		P	P	P	P/L _[42]	P		P
Distribution centers, home deliveries			P			P			
Drive-in or drive-through facilities	P			P/L _[18]	P/L _[25]		P		P/L _[70]
Dry cleaning and laundering services	P/L _[3]		P	P	P	P	P	P	P
Educational services		P	P/L _[7]	P	P/L _[27]	P/L _[37]	P	P	P
Electric power generation, biomass			P/L _[12]						
Electrical appliances and supplies, retail sales, wholesale trade and repairs						P			
Equipment rental and leasing			P	P/L _[16]	P/L _[22]	P	P		P/L _[68]
Fairgrounds and rodeos	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Family day care providers					P/L _[80]		P/L _[80]	P/L _[80]	P/L _[80]
Financial and insurance services			P	P	P		P	P	P
Fish hatcheries and preserves					P				
Fix-it shops			P	P	P	P	P		P
Food, frozen or cold storage			P	P	P	P			P

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Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C	W-C
lockers									
Food stores	P/L _[1]		P	P	P		P	P	P
Footwear and leather goods repair	P		P	P	P	P	P	P	P
Foreign trade			P/L _[13]						
Fraternal organizations/societies		P	P/L _[7]	P	P		P	P	P
Fuel dealers, other							P		
Furniture, home furnishings and equipment, sales	P/L _[1] [2]		P	P	P	P	P	P	P
Furniture, repair	P/L _[2] [3]		P	P	P	P	P	P	P
Gambling, amusement, and recreation industries			P/L _[7]	P/L _[16]	P/L _[22]		P	P	P
Garages, public						P/L _[30]			
General merchandise stores	P/L _[1]		P/L _[9]	P/L _[15]	P/L _[21]		P	P	P
Glass, edging, beveling, silvering			P			P/L _[31]			
Glass, stained glass studios	P					P			
Golf courses, with accessory driving ranges, clubhouses and pitch and putt				P	P	CUP	P		P
Golf driving ranges	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Hardware store	P/L _[1]		P	P		P	P	P	P
Health care and social services			P/L _[81]	P/L _[81]	P		P/L _[81]	P/L _[81]	P/L _[74] [81]
Heating oil dealers							P		
Horticultural and landscaping services			P	P	P				P
Horticultural nurseries	UUP	UUP	UUP	UUP		P	UUP		UUP
Hospitals (except mental and alcoholic)				P	P	P	P	P	P
Hospitals (mental and alcoholic)	CUP	CUP	CUP	CUP		CUP	CUP	CUP	P/L _[74]
Hotels				P	P	P/L _[40]	P/L _[47]	P	P
Information establishments						P	P	P	P
Internet service providers			P				P	P	P
Job printing, newspapers,						P		P	

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Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C	W-C
lithography, and publishing									
Kennels, commercial			P	P	P		P	P/L _[57]	P
Labor camps (transient)	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Laboratories			P	P	P	CUP	P	P	P
Laboratories (incl. medical, dental, or photographic)			P/L	P	P	P	P	P	P
Laundry, industrial			P				P		
Legal services	P/L _[3]		P	P	P	P	P	P	P
Libraries (public)	P			P	P		P	P	P
Light manufacturing, fabrication, and assembly			P/L _[8]						
Limousine/taxi service							P		
Machine shop			P			P/L _[32]			
Management of companies and enterprises	P/L _[3]		P	P	P		P	P	P
Manufactured home sales							P		
Marijuana producer/processor, recreational			P/L _[79]	P/L _[79]		P/L _[79]		P/L _[79]	P/L _[79]
Marijuana retailer, recreational				P/L _[79]		P/L _[79]		P/L _[79]	P/L _[79]
Marinas					P/L _[24]				
Mixed use	UUP	UUP	UUP	UUP	P/L _[26]	UUP	P/L _[50]	P/L _[58]	
Motels				P	P	P/L _[40]	P/L _[47]		P
Motion picture services	P/L _[3]			P	P		P	P	P
Museums	P		P/L _[7]	P	P		P	P	P
Nursing homes (PR-R- Nursing care facility; IC- Nursing and residential care facility)				P	P		P		
Offices, business and professional	P/L _[3]		P		P/L _[26]	P	P	P	P
Open air theaters	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Parcel service delivery	P/L _[3]		P			P	P/L _[51]		
Parole or probation offices			P	P	P		P		P
Pawnshop			P	P	P	P	P		P

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Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C	W-C
Personal and business services	P/L _[3]		P/L _[7]	P/L _[16]	P/L _[22]		P	P	P/L _[68]
Pet boarding			P	P	P		P	P/L _[59]	P
Pet shop	P/L _[1]			P	P	P/L _[33]	P	P	P
Photocopying and duplicating services	P/L _[1] _[3]		P	P	P		P	P	P
Photo finishing	P/L _[1]		P	P	P	P	P	P	P
Planned unit development	P								
Postal service	P		P	P	P		P		P
Professional, scientific, technical services	P/L _[3]		P	P	P		P	P	P
Professional offices, medical, dental	P/L _[3]		P	P	P		P	P	P
Public administration facilities	P		P	P/L _[17]	P/L _[23]		P/L _[49]	P/L _[60]	P/L _[69]
Public facilities	P		P/L _[10]	P	P		P	P	P
Public utility facilities	P/L _[4]		P/L _[10]		P	P/L _[34]	P/L _[52]	P/L _[61]	
Publishing, telecommunications, Internet service providers, data processing services	P/L _[3]		P	P	P	P	P	P	P
Race tracks, drag strips, motorcycles hills and Go-Kart tracks	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Real estate renting and leasing	P/L _[3]		P	P	P	P	P	P	P
Recreational facilities – commercial	CUP	CUP	CUP	CUP	CUP	P	CUP		CUP
Recreational vehicles, sales and storage						P	P		
Religious grant writing, civic and professional organizations	P/L _[3]	P	P/L _[7]	P	P	P	P	P	P
Repair services	P/L _[2] _[3]		P/L _[7]	P/L _[16] _[18]	P/L _[22] _[25]		P		P/L _[68] _[70]
Repossession services	P/L _[3]		P	P	P				P
Restaurants	P		P/L _[9]	P	P	P	P	P	P
Retail services and trade	P/L _[1]		P/L _[7]	P/L _[15] _[19]	P/L _[21]	P	P/L _[43]	P	P/L _[67]
Retirement housing		P		P	P		P	P	

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Use is: P: Permitted P/L: Permitted, but with special limitations CUP: Conditional use review required UUP: Unclassified use review required	N-C	I-C	B-P	C-C	D-C	H-C	PR-C	T-C	W-C
Reupholster	P		P	P/L _[19]	P	P	P	P	P/L _[71]
Saws and filing shops			P			P			
Sewage treatment plants	UUP	UUP	UUP	UUP		UUP	UUP		UUP
Signs, manufacturing						P			
Self-storage/mini-warehouse leasing			P				P/L _[44]	P/L _[62]	
Services to buildings and dwellings	P/L _[3]		P	P	P		P		P
Services, miscellaneous	P/L _[3]		P/L _[7]	P/L _[16] [18]	P/L _[22]		P/L _[45] [48]	P/L _[63]	P/L _[68] [70]
Spectator sports	CUP		CUP	P	P		P		P
Stadiums	CUP	CUP	CUP	CUP		CUP	CUP		CUP
Supermarkets	P/L _[1]		P	P	P		P	P	P
Taverns and cocktail lounges	P/L _[1]		P	P	P	P/L _[38]	P	P/L _[64]	P/L _[75]
Telecommunication facilities	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP
Telephone exchanges						P			
Tire sales and service	P/L _[3]						P		
Theaters				P	P	P/L _[35]	P	P/L _[65]	P/L _[76]
Towing operations						UUP			
Transportation and wholesale trade			P/L _[11]						
Water transportation					CUP				
Welding repair	P/L _[2] _[3] [82]		P	P/L _[16] [82]	P/L _[82]	P	P		P/L _[68] [82]
Wholesale business			P			P		P/L _[66]	P/L _[77]
Wholesale trade and distribution of groceries				CUP					CUP

46. Arts, Entertainment, and Recreation. This regulation applies to all parts of Table 18.52.010B that have a [46]. Adult entertainment facilities ~~and adult motion picture theaters~~ are prohibited north of South 216th Street and within 500 feet of the property lines of churches, common schools, day care centers, and public facilities, and within 1000 feet of any ~~or~~ other adult entertainment facilities ~~or adult motion picture theaters~~. ~~Adult entertainment facilities are subject to the additional standards of chapters 9.46 and 18.160 DMG.~~

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~~18. Adult Entertainment Facilities. This regulation applies to all parts of Table 18.52.0100 that have a "18+." Adult Entertainment Facilities are subject to the additional standards of chapters 5.15 and 18.16.~~

NEW SECTION. Sec. 3. Severability - Construction.

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

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

NEW SECTION. Sec. 4. Effective date. This Ordinance shall take effect and be in full force thirty (30) days after its final passage by the Des Moines City Council in accordance with law.

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 2015 and signed in authentication thereof this ____ day of _____, 2015.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

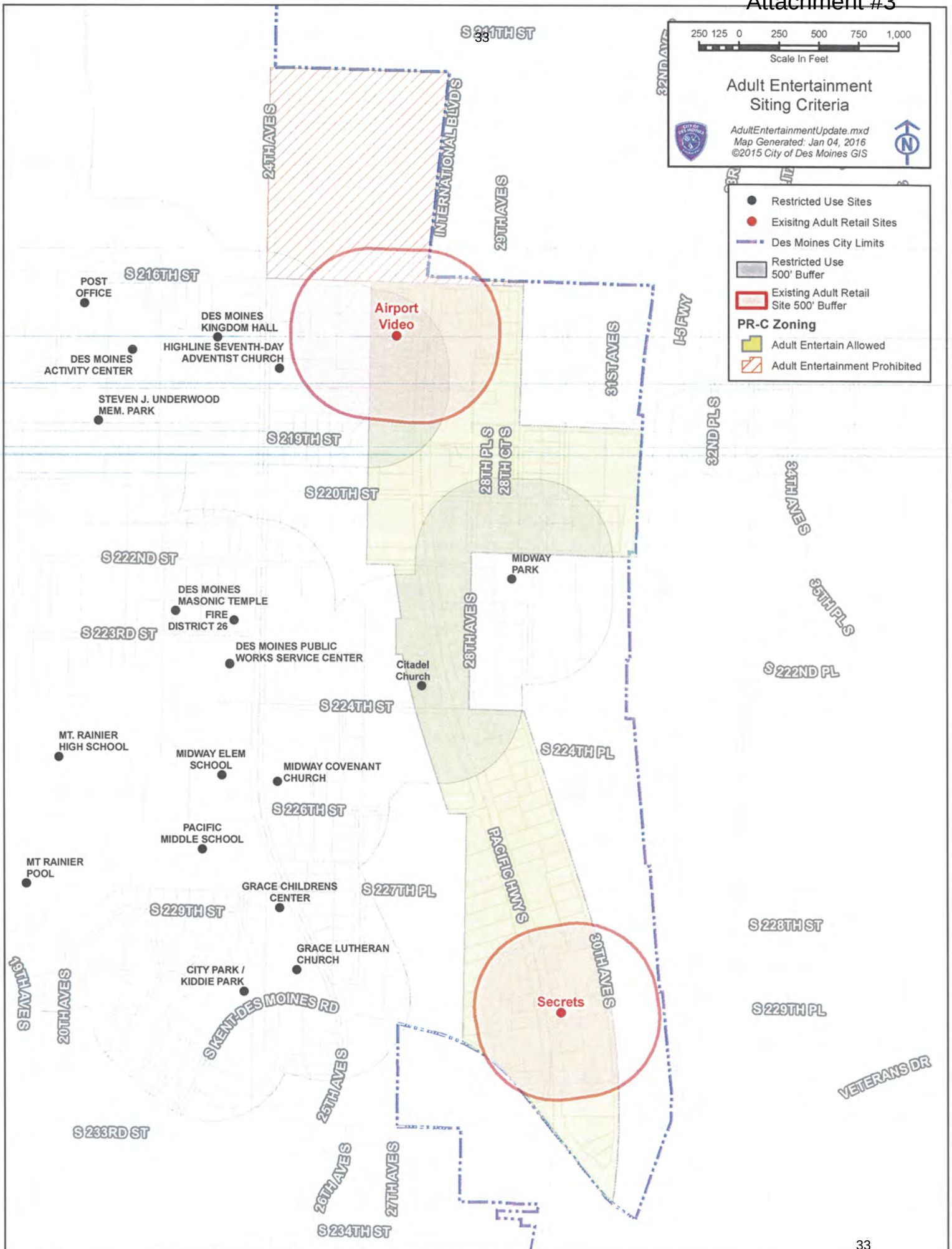
 City Clerk

Ordinance No. ____
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Published: _____

Effective Date: _____

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Parks and Right of Way Landscape
Maintenance Contract w/ Northwest
Landscape Services (NLS)

AGENDA OF: January 14, 2016

DEPT. OF ORIGIN: Planning, Building & Public
Works

ATTACHMENTS:

DATE SUBMITTED: January 7, 2016

1. 2016-2018 Parks and Right-of-Way
Landscape Maintenance Contract
2. November 12, 2015 Council Agenda
(without attachments)
3. Draft Change Order #1

CLEARANCES:

- ☒ Legal *TS*
- ☒ Finance *DM*
- ☐ Marina *N/A*
- ☒ Parks, Recreation & Senior Services
- ☒ Planning, Building & Public Works *DSB*
- ☐ Police *N/A*

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

Purpose and Recommendation:

The purpose of this agenda item is for the Council to approve the corrected maximum contract amount for the Goods and Services Contract with Northwest Landscape Services (Attachment 1) for Parks and Right-of-Way Landscape Maintenance Services that was previously approved by the Council on November 12, 2015. At that time there was an error in the maximum contract amount, as the amount did not include sales tax. Once the contract is executed, an administrative change order will be processed to reflect the 2016 budget decisions regarding Landscape maintenance frequencies. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to approve the revised Goods and Services Contract for Landscape Maintenance Services with Northwest Landscape Services for a maximum annual contract amount of \$146,798.22 (including sales tax), which includes \$112,272.52 for the base bid, and \$865.68 for bid alternate 2, \$4,328.40 for bid alternate 3, \$865.68 for bid alternate 4, \$8,568.99 for bid alternate 6, \$7,161.04 for bid alternate 7, contract sales tax of \$12,735.91, and authorize the City Manager to sign said Contract substantially in the form as submitted."

Background:

Over the past few years there have been grounds and landscape maintenance improvements that have added to the general scope of work for the City's Parks operations and maintenance staff such as; 16th Avenue South sidewalk improvements, Pacific Highway South median and sidewalk landscaping, Steven J. Underwood Park, the Field House project and the recently completed projects on South 216th Street, 24th Ave South and the Gateway Detention Pond. Each of these improvements bring additional landscape maintenance requirements. With recent increases in landscape maintenance needs and budget-driven decreases in parks maintenance staffing and resource levels, a deficit has been created in terms of in-house capacity to maintain all of the City's landscaping to acceptable and safe levels.

In an effort to reduce ongoing maintenance costs, in 2011 the City requested bids for contracted landscape maintenance services. Northwest Landscape Services (NLS) was the successful low bidder at that time. On June 23, 2011, the Council approved the Contract for a period of 6 months in order to evaluate the overall impact and effectiveness providing these services through private contract resources. As part of the 2012 budget process, the Contract was extended for an additional 12 months (through 2012), and other on-going parks maintenance resources were reduced and/or eliminated due to General Fund budget limitations.

Regardless of the staffing reductions, landscaping at City parks and streetscapes must be maintained to acceptable community and safety standards. Based on the experience with NLS, staff believes that landscape maintenance needs at City parks and Right-of-Ways can continue to be met in an efficient and economical manner through the joint efforts of both in-house maintenance staff and contracted services.

Discussion:

The original contract was awarded to Northwest Landscape Services in 2011. Since the original contract award, the City Council has approved 3 extensions, one in 2012, again for 2013-2014 and the final one for 2015. At this time, staff felt it was in the best interest of the City to once again open up the contract to the competitive bid process. The bid for the proposed contract was advertised on October 6th and the bid opening held on October 22nd. Three bids were received and Northwest Landscape Services was the apparent low bidder, with a base bid of \$112,272.52.

The base bid includes 16 park locations, 8 streetscape and planter strip locations, and includes up to 200 hours of additional services as needed. The bid also included 7 other locations as bid alternates, which the City can consider including into the contract. Based on the favorable bid prices, staff is recommending that five of the seven Bid Alternates be included in the contract. Those locations include:

- Location #2) - 253rd Street Detention Pond
- Location #3) - Gateway Detention Pond
- Location #4) - The Arbors Detention Pond
- Location #6) – Dr. Shirley Gordon Park and Location
- Location #7) - Redondo Parking Lot

All of the specific locations and bid alternates are included in Attachment 1.

Council originally approved this contract at the November 12, 2015 Council meeting. However, the total annual contract amount approved did not include the required sales tax. The vendor has pointed this out to staff, and the required sales tax amount of \$12,735.91 has been included, bringing the total annual contract amount to \$146,798.22.

When the 2016 budget was adopted by Council on December 17, 2015; it included cost saving service reduction cuts to the NLS landscape contract. Once the new contracts have been signed, and are in-place; staff will negotiate change order #1 to the contract with NLS to implement those directed cost saving service reductions. A draft of this change order is included as Attachment 3.

Financial Impact:

The proposed 2016 Parks Operations Budget includes \$122,000.00 for contracted landscape maintenance services. Therefore, there are sufficient funds to cover the base bid price (\$112,272.52), and bid alternate location #6 – Dr. Shirley Gordon Park for an additional amount of \$8,568.99, bringing the total to \$120,841.51.

Staff is also recommending including bid alternate locations 2, 3, and 4 which are all storm water detention facilities. The total for these three locations is \$6,059.76. The costs for these services would be billed to the SWM Maintenance Professional Services line item 450.200.040.531.20.41.00.

Staff is also recommending including bid alternate location 7 for \$7,161.04, which would be funded from the Redondo Marina area fund.

Alternatives:

Council could choose to contract only the base bid without adding the recommended bid alternates. This is not recommended by staff. New projects, work programs, inspections and staffing levels are requiring more time for existing staff resources.

Council could select a different set of bid alternate locations to include in the contract.

Council could choose not to approve the contract. There would be several impacts with such a decision. First, the City's parks maintenance division would be required to perform all of this work with a limited number of staff which would not only negatively affect the appearance of the City's landscaped assets but would also reduce the time available for other necessary maintenance operations, and support to the City's recreational programs and tasks that need to be completed. Second, in order to provide the services to minimally acceptable standards, the Parks staffing levels would need to be increased at a minimum of 1 FTE position and adding additional seasonal positions.

Recommendation:

Staff recommends that the City Council approve the proposed motion.

Concurrence

The Legal, Finance, Parks, and Planning, Building and Public Works Departments concur.

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GOODS & SERVICES CONTRACT

between the City of Des Moines and

Northwest Landscape Services

THIS CONTRACT is made by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Northwest Landscape Services organized under the laws of the State of Washington, King County, located and doing business at Northwest Landscape Services, PO Box 864, Woodinville WA 98072, 425.481.0919, Contact: Jared Moody (hereinafter the "Vendor").

CONTRACT

I DESCRIPTION OF WORK.

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

"2016 – 2018 Parks & Right-of-Way Landscape Maintenance" as described in Exhibits "A" and "B" and the NLS bid proposal submitted October 22, 2015 (incorporated into, and attached). The duration of this contract shall be thirty-six (36) months, commencing on January 1, 2016, and ending on December 31, 2018.

Vendor acknowledges and understands that it is not the City's exclusive provider of these goods, materials, or services and that the City maintains its unqualified right to obtain these goods, materials, and services through other sources.

All work shall be accomplished in a workmanlike manner and shall be in conformance with the following documents which are by reference incorporated herein and made part thereof:

- (i) The Standard Specifications of the Washington State Department of Transportation (WSDOT) (current edition);
- (ii) Shall perform any change in the work in accord with the Contract Documents.

II. TIME OF COMPLETION. Upon the effective date of this Contract, Vendor shall commence work on January 1, 2016, and complete the work and provide all goods, materials, and services by December 31, 2018. This Contract shall include a satisfactory performance extension (at no additional bid pricing increase to the City) of thirty-six (36) months. The City will notify the Vendor in writing a minimum of thirty (30) days in advance of the contract termination date of the intent to extend the contract thirty-six (36) months based upon satisfactory performance.

III. COMPENSATION. The City shall pay the Vendor an annual amount not to exceed **\$146,798.22**, which includes all applicable Washington State Sales Tax, for the goods, materials, and services contemplated in this Contract. The City shall pay the Vendor the following amounts according to the following schedule:

The Vendor shall invoice the City monthly for the services rendered at all locations per requirements contained in Exhibits "A" and "B" and the NLS bid proposal submitted October 22, 2015. The Scope of Work for this contract includes bid items 1,2,3 (all locations) and bid item 4 locations 2,3,4,6 & 7.

If the City objects to all or any portion of an invoice, it shall notify Vendor and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

- A. Defective or Unauthorized Work. The City reserves its right to withhold payment from Vendor for any defective or unauthorized goods, materials or services. If Vendor is unable, for any reason, to complete any part of this Contract, the City may obtain the goods, materials or services from other sources, and Vendor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct these additional costs incurred to complete this Contract with other sources, from any and all amounts due or to become due the Vendor.
- B. Final Payment: Waiver of Claims. VENDOR'S ACCEPTANCE OF FINAL PAYMENT SHALL CONSTITUTE A WAIVER OF CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY VENDOR AS UNSETTLED AT THE TIME REQUEST FOR FINAL PAYMENT IS MADE.

IV. PREVAILING WAGES. Vendor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Vendor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Vendor shall pay prevailing wages in effect on the date the bid is accepted or executed by Vendor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the City by Vendor. It shall be the responsibility of Vendor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

The State of Washington prevailing wage rates applicable for this goods and services project, which is located in King County, may be found at the following website address of the Department of Labor and Industries: <https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>. Based on the bid submittal deadline for this project, the applicable effective date for prevailing wages for this project is 10/22/2015. A copy of the applicable prevailing wage rates are also available at the office of the Owner, located at 2255 South 223rd Street, Des Moines, WA, 98198.

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

VI. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract.

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

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

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

deemed to have been waived by the Vendor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

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

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

A. Notice of Claim. Provide a signed written notice of claim that provides the following information:

1. The date of the Vendor's claim;
2. The nature and circumstances that caused the claim;
3. The provisions in this Contract that support the claim;
4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
5. An analysis of the progress schedule showing the schedule change or disruption if the Vendor is asserting a schedule change or disruption.

B. Records. The Vendor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Vendor's records needed for evaluating the protest. The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

C. Vendor's Duty to Complete Protested Work. In spite of any claim, the Vendor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.

D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Vendor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Vendor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

IX. LIMITATION OF ACTIONS. VENDOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR VENDOR'S ABILITY TO FILE THAT SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

X WARRANTY. This Contract is subject to all warranty provisions established under the Uniform Commercial Code, Title 62A, Revised Code of Washington. Vendor warrants goods are merchantable, are fit for the particular purpose for which they were obtained, and will perform in accordance with their specifications and Vendor's representations to City. The Vendor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any part of the goods are repaired, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Vendor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Vendor does not accomplish the corrections within a reasonable time as determined by the City, the City may complete the corrections and the Vendor shall pay all costs incurred by the City in order to accomplish the correction.

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

XII. INDEMNIFICATION. The Vendor 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 in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

XIII. INSURANCE. The Vendor shall procure and maintain for the duration of the Contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with products and materials supplied to the City. Vendor shall obtain insurance of the type described below:

No Limitation. Vendor's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Vendor 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

Vendor shall obtain insurance of the type described below:

Commercial General Liability insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 and shall cover products liability. The City shall be named as an insured under the Vendor's Commercial General Liability insurance policy using ISO Additional Insured-Vendors Endorsement CG 20 15 or a substitute endorsement providing equivalent coverage.

B. Minimum Amounts of Insurance

Vendor shall maintain the following insurance limits:

Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$1,000,000 general aggregate and a \$2,000,000 products liability aggregate limit.

C. Other Insurance Provisions. The Vendor's Commercial General Liability insurance policy or policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Vendor'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

Vendor 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 Vendor before goods, materials or supplies will be accepted by the City.

F. Notice of Cancellation. The Vendor 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 Vendor 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 Vendor 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 Vendor from the City.

XIV. WORK PERFORMED AT VENDOR'S RISK. Vendor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Vendor's own risk, and Vendor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

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

XVI. MISCELLANEOUS PROVISIONS.

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

relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Washington, If the parties are unable to settle any dispute, difference or claim arising from the parties' performance of this Contract, then the following shall be the means for resolving the dispute:

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.
2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XII of this Contract.

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

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

assignment shall be made without additional written consent.

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

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

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

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

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

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

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

VENDOR: By: _____ <i>(signature)</i> Print Name: _____ Its _____ <i>(Title)</i> DATE: _____	CITY OF DES MOINES: By: _____ <i>(signature)</i> Print Name: <u>Anthony A. Piasecki</u> Its _____ City Manager <i>(Title)</i> DATE: _____ Approved as to form: _____ City Attorney DATE: _____
NOTICES TO BE SENT TO: VENDOR: Jared Moody Northwest Landscape Services PO Box 864 Woodinville WA 98072 425.481.0919 (telephone) 425.485.9601 (facsimile)	NOTICES TO BE SENT TO: CITY OF DES MOINES: John Blackburn City of Des Moines 2255 South 223rd Street Des Moines WA 98198 (206) 870-6559 (telephone) (206) 870-6596 (facsimile)

At the direction of the Des Moines
City Council taken at an open public
Meeting on _____.

EXHIBIT “A” – SCOPE AND SCHEDULE OF WORK

Exhibit A

SCOPE/SCHEDULE OF WORK

Annual Maintenance Schedule / Bid Item #1 Parks and Facilities List

(Includes all Sixteen (16) Parks/Facilities locations)

- **Mowing, Line trim, Edging, Litter pickup** – Weekly March thru October. Twice in February and November
- **Turf Fertilization** – 3 times yearly March, June, September
- **Turf Herbicide Application** – 2 times yearly April, September

PLANTER BEDS

- **Pruning** - Shrubs, Plants, ground cover 4 times yearly March, July, October or as needed to maintain a uniform appearance
- **Weeding** – All beds 4 times yearly February, July, October or as needed to maintain a weed free appearance
- **Pre-Emergent herbicide Application** – Applied to all beds 2 times yearly February and October

HARD SURFACES

- **Sweeping/Blowing** – All surfaces sidewalks, patios, curbs weekly March thru October
- **Weeds** – All hard surfaces to be kept weed free

LEAF REMOVAL

- **Leaf and Windfall Debris** – Weekly October thru November. Twice a month December thru February

PARK AND FACILITIES LANDSCAPES (Locations)

LOCATION:	NAME:	ADDRESS:
1.	Big Catch Plaza	21800 Marine View Dr (Plaza, Boat, S 216th)
2.	City Hall	21630 11 th Ave S
3.	Public Works Engineering	21650 11 th Ave S (Includes lower parking lot)
4.	Police Department	21900 11 th Ave S
5.	Field House	1000 S 222nd St
6.	South Marina Park	S 227 th & Dock St (Includes islands on S 227 th St)

7.	Beach Park	22030 Cliff Ave S
8.	Overlook 1	S 223 rd and 5 th Ave S
9.	Overlook 2	22200 5 th Ave S
10.	Watertower Park	20802 5 th Ave S
11.	Westwood Park	6 th Ave S and S 192 nd St
12.	Midway Park	2900 S 221 st St
13.	Wooton Park	S 283 rd St & Redondo Beach Drive
14.	Cecil Powell Park	S 250 th & 13 th Place S
15.	City Park (Retention)	Kent-Des Moines Road & 22 nd Place S
16.	City Park	S 230 th Street & 21 st Ave S

Annual Maintenance Schedule / Bid Item #2 Streetscapes, Medians & Planter Strips

(Includes all eight (8) Streetscapes, Medians and Planter Strip locations)

- Pruning, Weeding, Litter pickup – 4 times yearly February, May, August, November
- Leaf and Windfall Debris – Biweekly October, November, 1 time December
- Pre-Emergent Herbicide Application – Applied to all beds 2 times yearly February and October

STREETSCAPES, MEDIANS & PLANTER STRIPS (Locations)

LOCATION:	NAME:	ADDRESS:
1.	16 th Avenue S	Center Medians and Sidewalk Planters – from S 272 nd St to S 260 th St
2.	Pacific Highway S	Center Medians and Sidewalk Planters – from S 216 th St to Kent-Des Moines Road
3.	Marine View Drive	Sidewalk Planters – from S 216 th to S 227 th St
4.	7 th Avenue S	S 227 th St to Marine View Drive
5.	S 216 th Street	Sidewalk Planters – from 18 th Ave S to 24 th Ave S
6.	S 216 th Street	Island and Planters - 11 th Ave S to Marine View Dr
7.	24 th Ave S	Center Medians and Sidewalk Planters – from S 216 th to S 208 th St
8.	S 240 th Street	Planter beds on the north side of 240 th from 26 th Pl S to 20 th Ave S

Annual Maintenance Schedule / Bid Item # 4 Bid Alternates

SURFACE WATER DETENTION POND (Locations)

(Includes all four (4) Detention pond locations)

Line trim and Litter pickup – once per month March thru October

LOCATION:	NAME:	ADDRESS:
1.	S 234 th St Pond	S 234 th St and 23 rd Pl S
2.	S 253 rd St Pond	16 th Ave S and S 253 rd St
3.	Gateway Pond	18 th Ave S and S 216 th St
4.	S 216 th St Pond	S 216 th St and 12 th Ave S

Annual Maintenance Schedule / Bid Item #4 Parks and Facilities List Bid Alternates

(Includes two (2) Parks/Facilities locations)

- **Mowing, Line trim, Edging, Litter pickup** – Weekly March thru October. Twice in February and November
- **Turf Fertilization** – 3 times yearly March, June, September
- **Turf Herbicide Application** – 2 times yearly April, September

PLANTER BEDS

- **Pruning** - Shrubs, Plants, ground cover 4 times yearly March, July, October or as needed to maintain a uniform appearance
- **Weeding** – All beds 4 times yearly February, July, October or as needed to maintain a weed free appearance
- **Pre-Emergent herbicide Application** – Applied to all beds 2 times yearly February and October

HARD SURFACES

- **Sweeping/Blowing** – All surfaces sidewalks, patios, curbs weekly March thru October
- **Weeds** – All hard surfaces to be kept weed free

LEAF REMOVAL

- **Leaf and Windfall Debris** - Weekly October thru November. Twice a month December thru February

LOCATION:	NAME:	ADDRESS:
5.	Parkside Park	2518 S 244 th St
6.	Dr Shirley Gordon Park	2194 S 262 nd Ct

Annual Maintenance Schedule / Bid Item #4 Streetscapes, Medians & Planter Strips

Bid Alternate

(Includes one (1) Streetscapes, Medians and Planter Strip location)

- Pruning, Weeding, Litter pickup – 4 times yearly February, May, August, November
- Leaf and Windfall Debris – Biweekly October, November, 1 time December
- Pre-Emergent Herbicide Application – Applied to all beds 2 times yearly February and October

LOCATION	NAME	ADDRESS
7	Redondo Parking Lot	28280 Redondo Beach Dr

EXHIBIT “B” – Technical Requirements

Exhibit "B" – Technical Requirements

A. Definitions

1. Owners, Public Works Department, City and/or City of Des Moines and their authorized representatives shall be understood to mean one and the same.
2. Contract Administrator shall be the City of Des Moines Parks Maintenance Division's duly authorized representative.
3. Approved means approved by the Owner or the Contract Administrator.
4. Approved equal or equivalent, as hereinafter used, shall mean a material or method of equal to, or better than the required materials or methods as approved by the City.
5. As shown shall mean as shown on the Contract drawings, maps or details.
6. Specifications shall mean these specifications, the "Maintenance Specifications" and all addenda thereto.
7. Grounds maintenance and landscape maintenance means the work and provisions described by the Maintenance/Labor Agreement and all addenda thereto.
8. Native Trees shall mean those trees which are indigenous or natural to the site.
9. Ornamental Trees shall mean those trees which are not indigenous or natural to the site, and are located as part of the designed landscape.

B. Maintenance Specifications

1. The Contractor will furnish all labor, tools, specialized equipment, materials, supervision, transportation, and disposal of waste material generated by the work to perform landscape maintenance services as described within this "Exhibit A" with frequencies specified within the Monthly Maintenance Schedules of "Exhibit A."
2. All field work shall be performed under the supervision of a qualified horticulturist. Operators will be licensed for all functions, including pesticide, fertilizer, and herbicide application, and flagging card when required.
3. The Contractor will ensure that employees comply with all applicable City of Des Moines and Washington State regulations and practices with respect to work performed for the City.
4. Any Contractor having employees working on or near a street shall comply with the City of Des Moines, Washington State regulations and the current Manual on Uniform Traffic Control Devices pertaining to safety equipment, warning signs and traffic control. The following regulations must be observed:
 - a. Workers must wear reflective safety vests at all times.

- b. Trucks, trailers and work areas must be coned at all times. Minimum cone height is 28-inch cones with reflective tape.
- c. Traffic warning signs must be positioned on the Right-of-Way to forewarn traffic of workers in the area. Minimum sign size is 36-inches square with 5-inch (5") black letters on an orange background. A "WORKERS AHEAD" sign is sufficient if landscape work can be confined to one side of the street behind the curb. "WORKERS AHEAD" signs should be displayed from both directions if operations encroach on the center median or center median and both sides of the street.

If the landscape operation dictates that a lane be closed of multi-laned streets, the signing should be as follows and per the current Manual on Uniform Traffic Control Devices:

- a. "WORKERS AHEAD"
- b. "RIGHT/LEFT LANE CLOSED AHEAD"
- c. Lane reduction symbol
- d. Sequential arrow signs
- e. Cones/barricades as required

These safety regulations are mandated by the State Department of Labor and Industries and are subject to change. Failure to comply with proper safety procedures may result in contract cancellation.

No lanes shall be closed without first providing notice to and receiving the approval of the City's Public Works Department.

- 5. The Contractor personnel will conduct themselves on site in a professional manner at all times.
- 6. The Contract Administrator will inspect work performed by the Contractor on a regular basis. In the event of work performance deficiencies, the Contract Administrator will notify the Contractor. Notification may be verbal or written.

The City may choose to:

- a. Collect liquidated damages as described in paragraph 1.4 of the Maintenance/Labor agreement (Attachment 1);
 - b. Withhold payment;
 - c. Require the Contractor to rectify the deficiency within 48 hours.
- 7. The Contractor shall submit, on the Friday before the next scheduled work week, a completed weekly work schedule showing the work that is to be done the following week as set forth in the Annual Maintenance Scheduled (Work/Inspection Schedule attached).
 - 8. Equipment work such as mowing, edging and blowing are done at this site shall not commence before 7:00 am on weekdays and shall not continue after 7:00

pm (weekend work not allowed without prior approval) and it is advisable that work being performed on or adjacent to primary or major arterial roads be performed during non-peak traffic times.

9. Report any damage to, or potential hazards, involving City property immediately to the City of Des Moines Public Works Department, telephone 206.870.6559. After hours emergencies should be reported to the Police/Fire Communications Center, telephone 911.
10. Hazardous conditions shall be immediately remedied or secured to prevent further damage and/or protect public from injury. It is the Contractor's responsibility to provide close supervision of maintenance operations and management of the site.
11. Incidents, altercations or accidents involving the public, Contractor employees or City employees shall be reported to the Contract Administrator in a timely manner. The Contract Administrator, at his or her discretion, may require a written report from the Contractor describing the incident or accident.
12. Any damage to City structures or plant material due to Contractor negligence will be remedied by the Contractor, at his or her expense, in a timely manner,

C. Turf

1. Turf areas to be mowed include all park lawns, medians, utility strips from curb to sidewalk, and outside edge of sidewalk equal to 24" width unless otherwise specified. All turf shall be mowed to a height of 2 inches. Collection of grass clippings is required only to prevent grass clumps from being left on the turf.
2. All turf around posts, poles, fences, trees, and other obstructions shall be sprayed (4" width maximum) with a vegetation eliminator (to be approved by Contract Administrator) and as specified in the Annual Maintenance Schedules. Vegetation elimination includes any vegetation encroaching on sidewalks, curbs, walkways, or into the street.
3. Turf around shrubs shall be trimmed as specified in the Annual Maintenance Schedules. Trimming shall include any vegetations encroaching on sidewalks, walkways, or curbs.
4. All turf areas shall be edged at all parks, sidewalks, walkways, planter beds, curbs and medians on a schedule specified in the Annual Maintenance Schedules. Edging also include tree pits. Extreme caution should be used to prevent chipping of concrete structures by edging equipment.
5. All turf areas shall be fertilized with an approved fertilizer on a schedule specified in the Annual Maintenance Schedules. Total application of turf fertilizer shall be applied at the rate of four pounds of nitrogen per 1,000 square feet of turf per year. The spring fertilizer shall be "25-3-10" with 70% slow release (polyon coating) plus 5% non-staining iron or approved equal. The fall

fertilizer shall be a 22-2-22 with 70% slow release (polyon coating) or approved equal. Contractor is responsible to ensure 100% coverage.

6. All turf areas shall receive an approved broadleaf herbicide (approved by Contract Administrator) on a schedule specified in the Annual Maintenance Schedules, Contractor is responsible to ensure 100% coverage.
7. All clippings and debris shall be removed and disposed of at Contractor's expense.

D. Trees, Shrubs and Ground Cover Beds

1. Beds and median areas shall be kept in weed free condition. All beds shall be weeded by mechanical and/or chemical means. The City reserves the right to limit the use of specific herbicides and/or applications of said herbicides. Herbicide shall be used only with the approval of the Contract Administrator.
2. Any damage done to desirable plant material due to Contractor negligence or misuse of pesticides will be remedied by the Contractor, at his or her expense, in a timely manner.
3. Ground cover shall be edged at all sidewalks, curbs and medians.
4. Vegetations/ground covers shall be trimmed to prevent encroachment into streets, sidewalks, trails, walkways, maintained areas, shrubs and trees.
5. Vegetation shall be trimmed to prevent the limitation of sightlines along trails and/or streets. Vertical pedestrian and trail clearance is **eight to 12 feet** (8' – 12') and horizontal clearance is approximately one foot beyond the outside sidewalk edge. Horizontal clearance may vary depending on style of construction, obstructions and property boundaries.
6. Shrubs shall be trimmed or sheared on all sides to maintain desired shape and function as needed to provide a neat, trim appearance. This includes all shrubs in the median islands.
7. Trees shall be pruned to remove singular broken branches or perform minor clearance pruning. Minimum clearance height for tree branches is fourteen (14') feet above the paved surface of the street and seven (7') feet over the surface of the public sidewalk or pedestrian way.
8. The City will perform all annual tree pruning.
9. Singular branches which are hanging below the overall tree canopy and are in impediment to pedestrian traffic or maintenance activities may be pruned back to the first lateral.
10. Trees which require minor clearance pruning shall be pruned to the closest lateral or, if such pruning will result in stubbing the branch, prune branch flush with tree trunk.

11. The Contractor shall be responsible for notifying the Contract Administrator of any significant tree hazards including, but not limited to: dead native and ornamental trees, broken limbs, disease and insect infestations.
12. Ornamental trees without tree wells are to be vegetation free 6 to 12 inches from tree base. All tree grates to be inspected and damage reported to the City of Des Moines Public Works Department, telephone number 206.870.6559.
13. Beds/medians may receive an approved pre-emergent herbicide on a schedule specified in the Annual Maintenance Schedule and in accordance with the manufacturer's recommendations.
14. Any damage to desirable plant material due to Contractor negligence or misuse of pesticides will be remedied by Contractor, at his or her expense, in a timely manner.
15. All vegetation and debris shall be removed and disposed of at Contractor's expense.

E. Hard Surfaces

1. Sidewalks, curbs and other hard surfaces shall be kept free of leaves, litter and debris on an as-needed basis. The use of power blowers is acceptable, **however, accumulations of debris must be removed from the site and legally disposed of and not blown onto adjacent property or onto adjacent street surfaces.** This work shall be considered incidental to other work items.
2. All vegetation in sidewalks, curbs and other hard surfaces shall receive an approved (by Contract Administrator) vegetation eliminator application and be removed.

F. Other Surfaces

1. All litter, leaves and debris shall be removed from turf, beds and hard surface areas. Litter shall be removed from the site for disposal by the Contractor.
2. Windfall branches, leaves and debris shall be removed from all right-of-way areas for disposal by the Contractor. Wind fallen trees are not included in this contract.

G. Additional Maintenance Labor

1. Additional work may be requested in writing from the City, limited to a total of two hundred (200) hours per contract year reimbursed on an hourly basis. Hourly work rates includes all cost for materials, labor and equipment for work described in Sections C ("Turf"), D ("Trees, Shrubs and Ground Cover Beds"), E ("Hard Surfaces") and F ("other Surfaces"). Hours will be reimbursed beginning from the time arrived at the worksite.

ANNUAL LANDSCAPE, STREETSCAPE MAINTENANCE BID		
Bid Item #1	PARKS AND FACILITIES LANDSCAPES	Location Totals
Location #1	Big Catch Plaza - 21800 Marine View Dr	\$ 2,160.47
Location #2	City Hall - 21630 11 th Ave S	\$ 2,059.58
Location #3	Public Works Engineering - 21650 11 th Ave S	\$ 1,467.61
Location #4	Police Department - 21900 11 th Ave S	\$ 2,560.65
Location #5	Fieldhouse - 1000 S 220 th St	\$ 9,004.84
Location #6	South Marina Park - 227 th & Dock St	\$ 1,539.74
Location #7	Beach Park - 22030 Cliff Ave S	\$ 1,908.14
Location #8	Overlook 1 - 223 rd St & 5 th Ave S	\$ 1,158.36
Location #9	Overlook 2 - 22200 5 th Ave S	\$ 2,582.70
Location #10	Watertower Park - 20802 5 th Ave S	\$ 4,765.20
Location #11	Westwood Park - 6 th Ave S & 193 St	\$ 2,927.50
Location #12	Midway Park - 2900 S 221 st St	\$ 8,617.65
Location #13	Wooton Park - 283 rd & Redondo Beach Dr	\$ 5,824.92
Location #14	Cecil Powell Park - 250 th & 13 th Place S	\$ 2,944.52
Location #15	City Park (Retention) - 22 nd & Kent Des Moines Rd	\$ 1,342.59
Location #16	City Park - S 230 th St & 21 st Ave S	\$ 2,955.68
Bid Item #1 Subtotal		\$61,020.76
Bid Item #2	STREETSCAPE, MEDIANS AND PLANTER STRIPS	Location Totals
Location #1	16 th Avenue S	\$ 5,336.24
Location #2	Pacific Highway south	\$12,842.32
Location #3	Marine View Drive	\$ 5,836.82
Location #4	7 th Avenue South	\$ 5,503.54
Location #5	216 th Avenue South, 18 th to 24 th	\$ 4,483.34
Location #6	216 th Avenue South 11 th to Marine view Dr	\$ 1,217.96
Location #7	24 th Avenue south	\$ 4,547.08
Location #8	S 240 th Street (20 th Ave S to 26 th Place S)	\$ 4,270.46
Bid Item #2 Subtotal		\$44,037.76
Bid Item #3	Extra Labor Hours	
#1	Additional 200 on-call work hours	Subtotal \$ 7,214.00
BID GRAND TOTAL TO INCLUDE ITEMS 1, 2, AND 3		\$112,272.52
Bid Alternates		
Bid Item #4		Location Totals
Location #1	S 234 th Street Detention Pond – S 234 th St & 23 rd Pl S	\$ 4,905.52
Location #2	S 253 rd St Detention Pond – 16 th Ave S & S 253 rd St	\$ 865.68
Location #3	Gateway Pond – 18 th Ave S & S 216 th St	\$ 4,328.40
Location #4	Arbors Pond – S 216 th St & 12 th Ave S	\$ 865.68
Location #5	Parkside Park – 2518 S 244 th St	\$ 7,428.94
Location #6	Dr. Shirley Gordon Park – 2194 S 262 nd Ct	\$ 8,568.99
Location #7	Redondo Parking Lot – 28280 Redondo Beach Dr	\$ 7,161.04

Bid Item No.	Parks and Facilities Location #1	Unit Price	Times per year	Annual Subtotal
	Big Catch Plaza 21800 Marine View Drive			
1	Mowing, Line trim, Edging, Litter pickup	\$ 25.33	39	\$ 987.76
2	Turf Fertilization	\$ 6.10	3	\$ 18.31
3	Turf Herbicide Application	\$ 6.94	2	\$ 13.88
4	Pruning Shrubs, Plants, Ground Cover	\$ 60.42	4	\$ 241.70
5	Weeding Planter Beds	\$ 62.39	4	\$ 249.54
6	Pre-emergent Herbicide Application	\$ 7.41	2	\$ 14.82
7	Hard Surface Sweeping, Blowing, Weed control	\$ 10.07	39	\$ 392.76
8	Leaf and Windfall Debris	\$ 17.26	14	\$ 241.70
Location Total				2,160.47
				\$

*See attached map for site details. Big Catch Plaza includes the Plaza at the SW corner, the boat area at the NW corner and the sculpture area at the eastside of Marine View Drive.

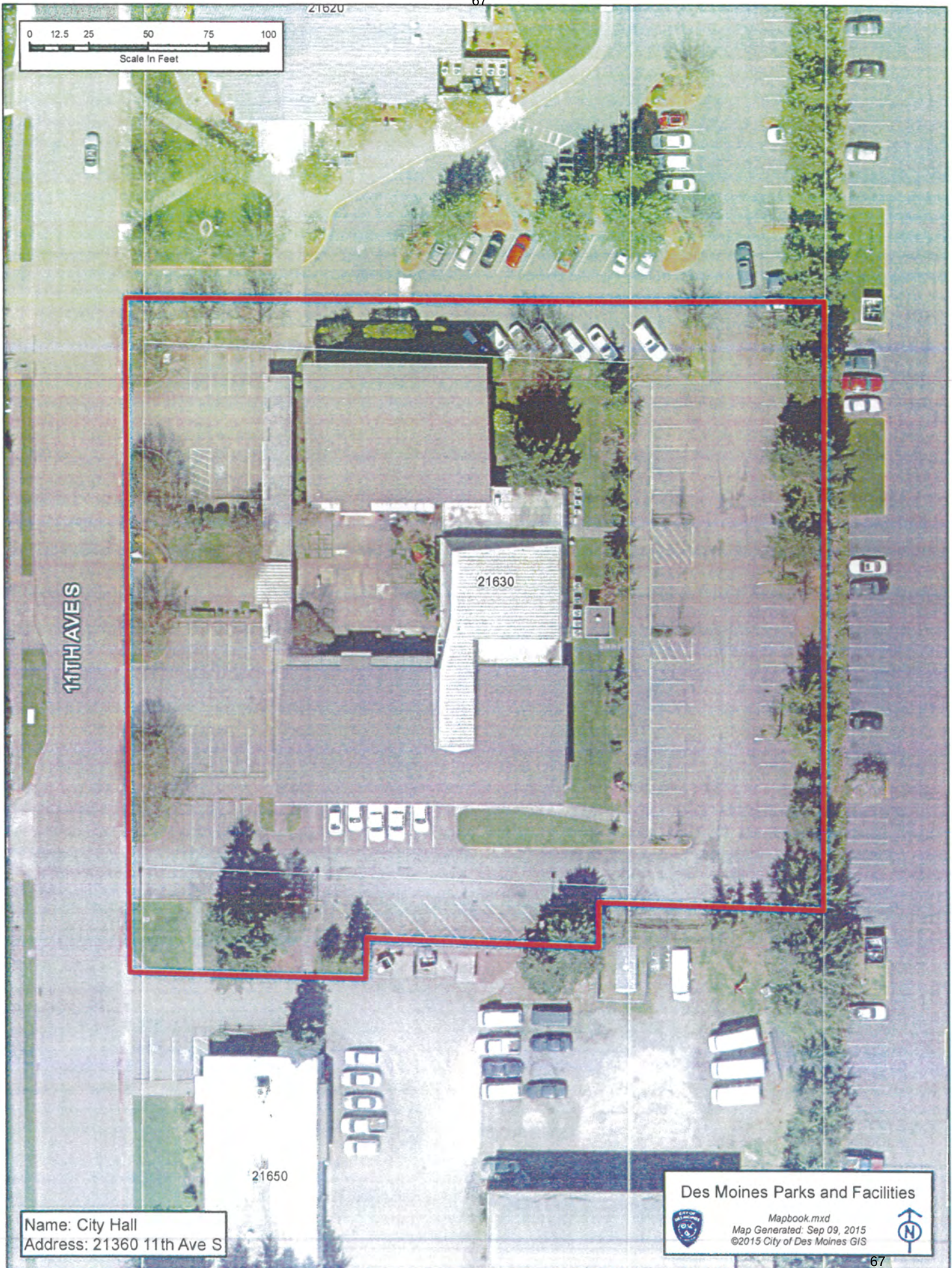
NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



Bid Item No.	Parks and Facilities Location #2 City Hall 21630 11 th Ave S	Unit Price	Times per year	Annual Subtotal
1	Mowing, Line trim, Edging, Litter pickup	\$ 8.26	39	\$ 322.21
2	Turf Fertilization	\$ 1.99	3	\$ 5.97
3	Turf Herbicide Application	\$ 2.26	2	\$ 4.53
4	Pruning Shrubs, Plants, Ground Cover	\$ 114.36	4	\$ 457.46
5	Weeding Planter Beds	\$ 52.62	4	\$ 210.48
6	Pre-emergent Herbicide Application	\$ 6.25	2	\$ 12.50
7	Hard Surface Sweeping, Blowing, Weed control	\$ 20.97	39	\$ 817.71
8	Leaf and Windfall Debris	\$ 16.34	14	\$ 228.73
Location Total				\$2,059.58

*See attached map for site details. Includes back and side parking lots, but does not include the court yard Flower pots.

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



Name: City Hall
Address: 21360 11th Ave S

Des Moines Parks and Facilities



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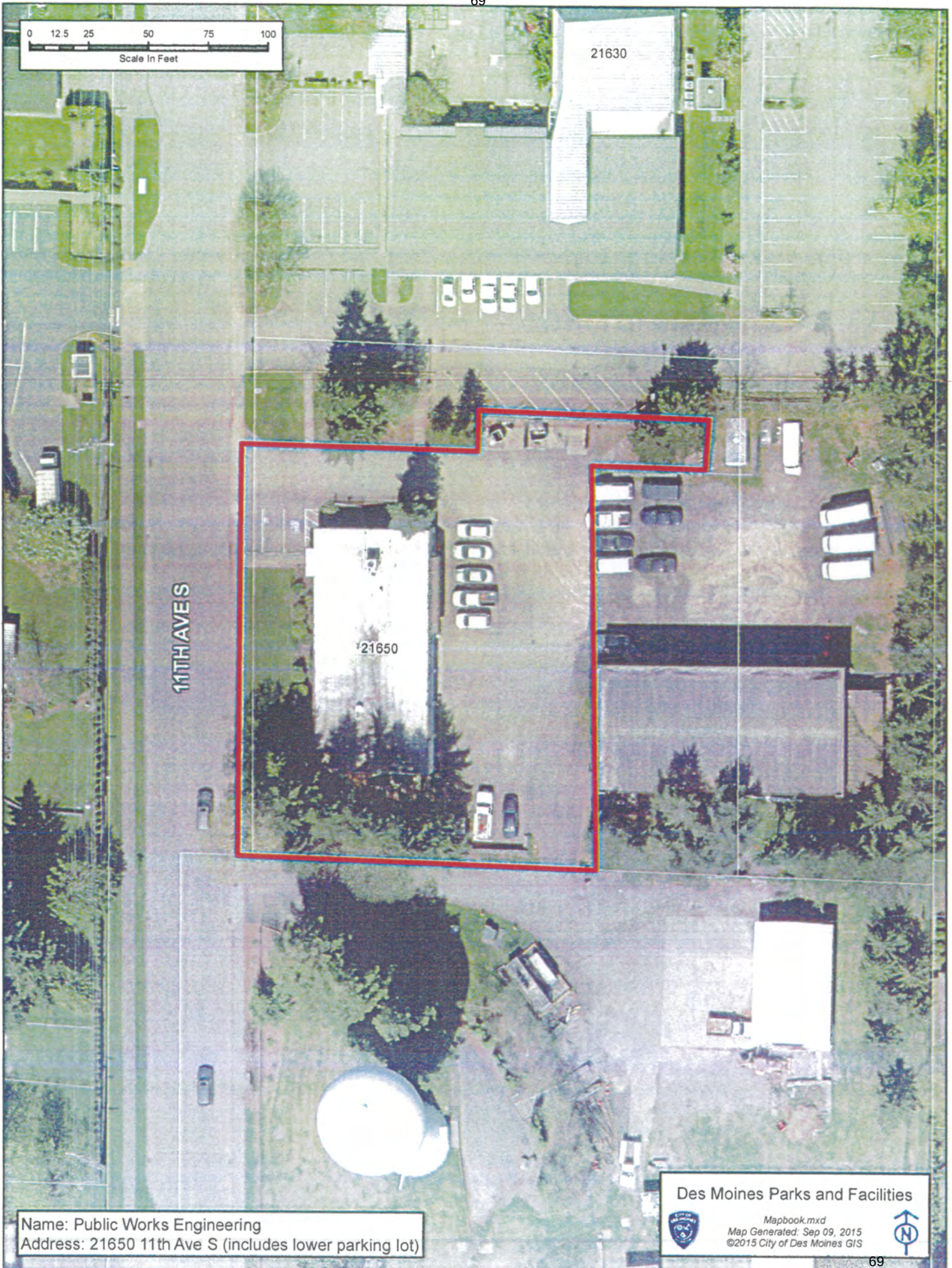
68

Bid Item No.	Parks and Facilities Location #3		Unit Price	Times per year	Annual Subtotal
	Public Works Engineering 21650 11 th Ave S				
1	Mowing, Line trim, Edging, Litter pickup	\$ 12.56	39	\$ 489.77	
2	Turf Fertilization	\$ 1.73	3	\$ 5.20	
3	Turf Herbicide Application	\$ 1.97	2	\$ 3.94	
4	Pruning Shrubs, Plants, Ground Cover	\$ 57.33	4	\$ 229.32	
5	Weeding Planter Beds	\$ 32.43	4	\$ 129.70	
6	Pre- emergent Herbicide Application	\$ 3.85	2	\$ 7.71	
7	Hard Surface Sweeping, Blowing, Weed control	\$ 9.56	39	\$ 372.65	
8	Leaf and Windfall Debris	\$ 16.38	14	\$ 229.32	
Location Total				\$ 1,467.61	

15

*See attached map for site details. Includes lower rear asphalt parking lot and dumpster area. Bid does not include the Flower pots at the front entrance.

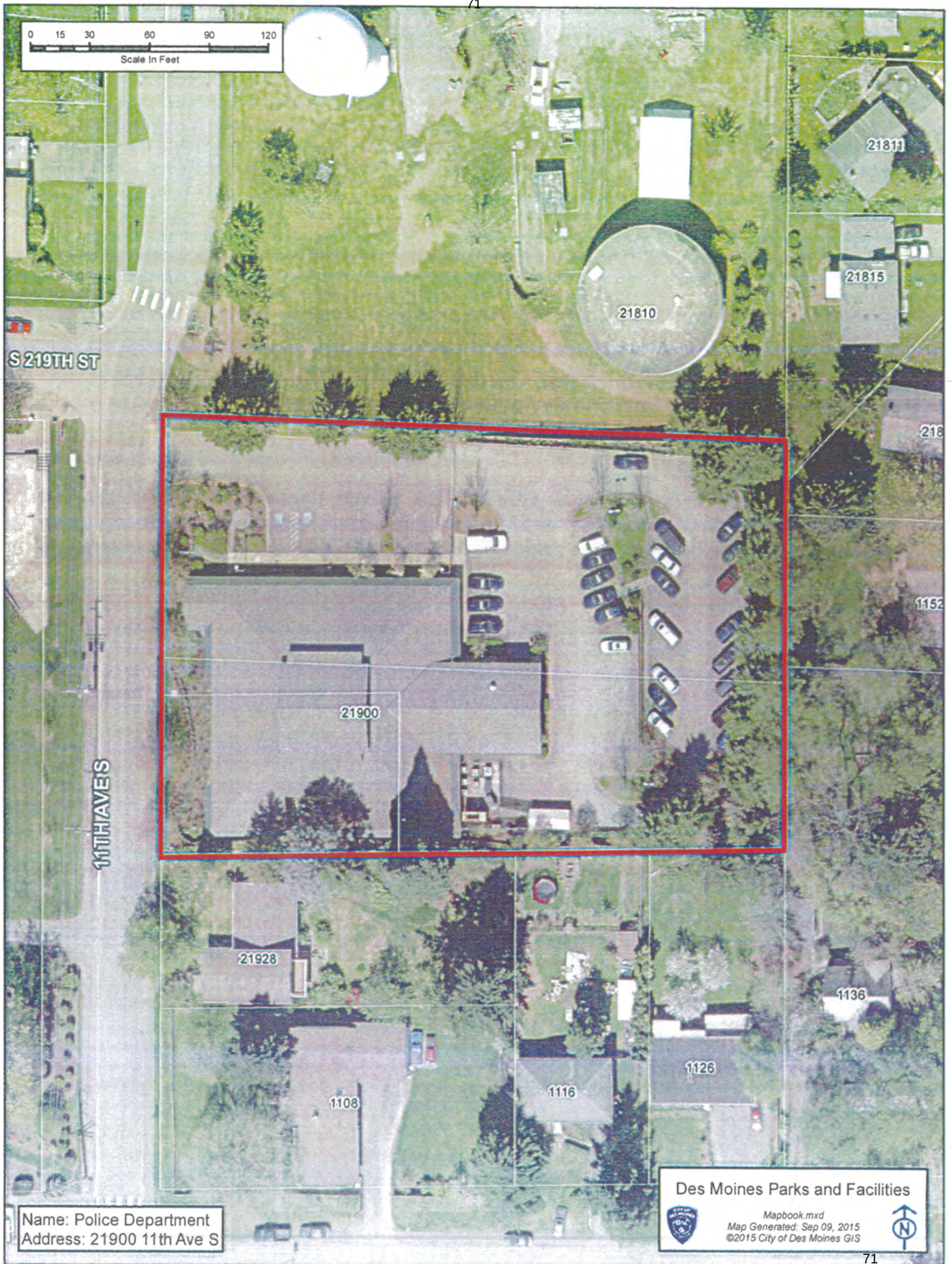
NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



Bid Item No.	Parks and Facilities Location #4		Unit Price	Times per year	Annual Subtotal
	Police Department 21900 11 th Ave S				
1	Mowing, Line trim, Edging, Litter pickup		\$ 6.32	39	\$ 246.56
2	Turf Fertilization		\$ 0.87	3	\$ 2.62
3	Turf Herbicide Application		\$ 0.99	2	\$ 1.98
4	Pruning Shrubs, Plants, Ground Cover		\$ 47.98	4	\$ 191.92
5	Weeding Planter Beds		\$ 127.42	4	\$ 509.68
6	Pre- emergent Herbicide Application		\$ 15.14	2	\$ 30.28
7	Hard Surface Sweeping, Blowing, Weed control		\$ 34.55	39	\$ 1,347.30
8	Leaf and Windfall Debris		\$ 16.45	14	\$ 230.31
Location Total					\$ 2,560.65

*See attached map for site details. Includes rear parking lot.

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.

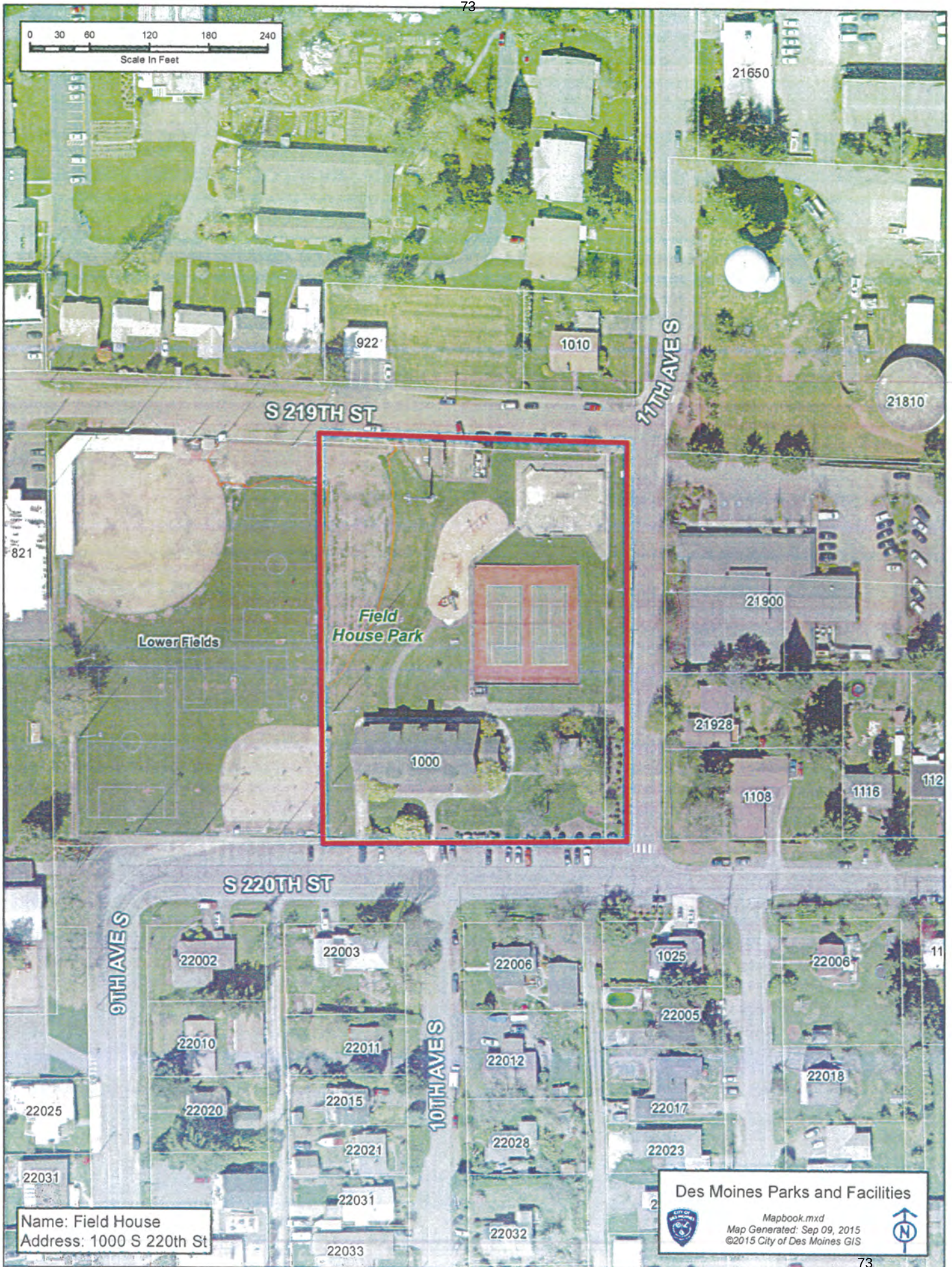


Bid Item No. 1	<u>Parks and Facilities Location #5</u>	Unit Price	Times per year	Annual Subtotal
	Des Moines Fieldhouse 1000 S 220 th St			
1	Mowing, Line trim, Edging, Litter pickup	\$ 192.19	39	\$ 7,495.26
2	Turf Fertilization	\$ 26.52	3	\$ 79.56
3	Turf Herbicide Application	\$ 30.16	2	\$ 60.32
4	Pruning Shrubs, Plants, Ground Cover	\$ 69.45	4	\$ 277.79
5	Weeding Planter Beds	\$ 91.92	4	\$ 367.67
6	Pre- emergent Herbicide Application	\$ 10.92	2	\$ 21.84
7	Hard Surface Sweeping, Blowing, Weed control	\$ 11.91	39	\$ 464.30
8	Leaf and Windfall Debris	\$ 17.01	14	\$ 238.10

9,004.84
Location Total \$

**See attached map for site details. Bid to include the hillside and upper are around the Fieldhouse Tennis Courts and Play area. Lower Baseball fields to be maintained by the City.*

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.

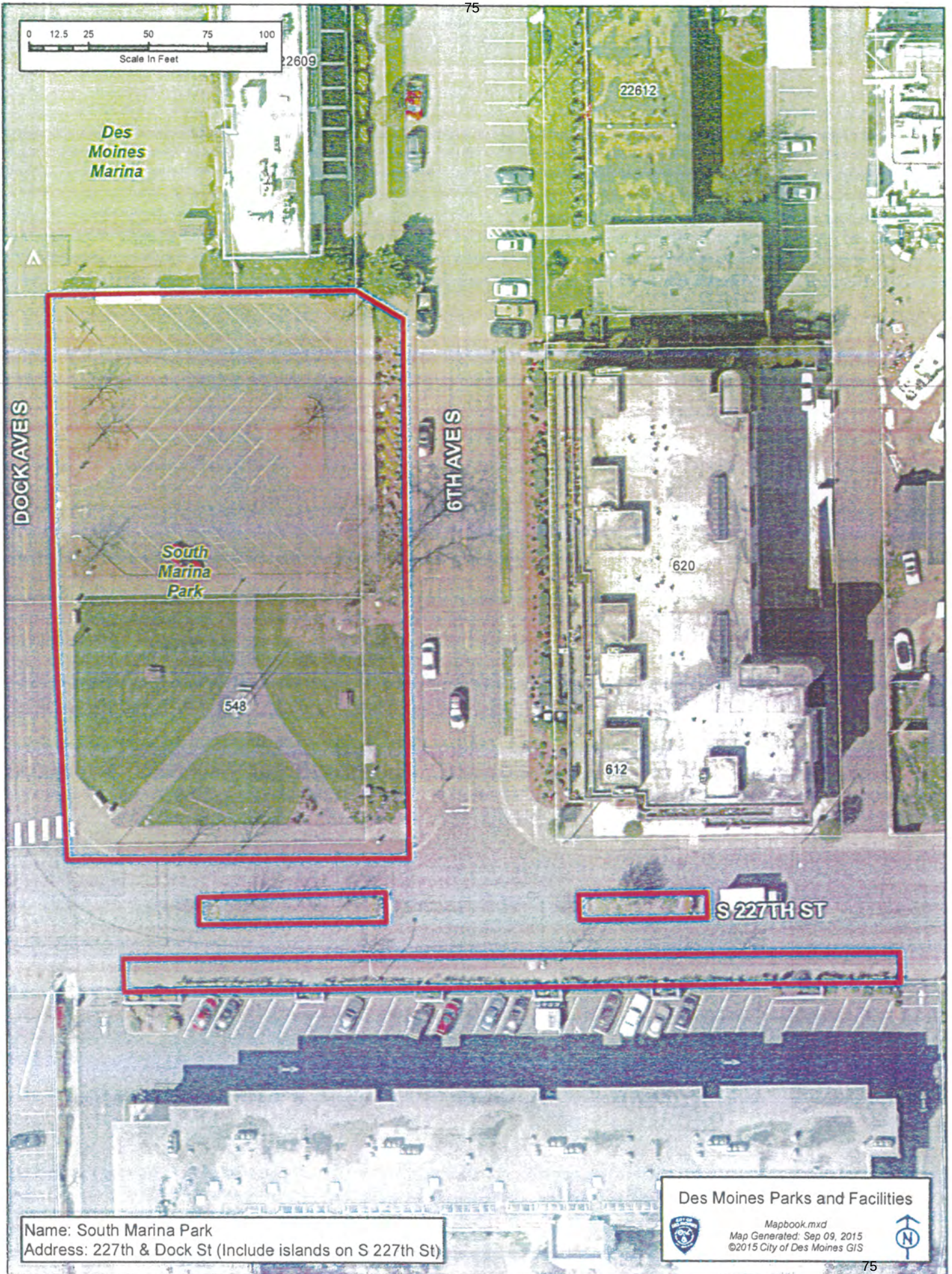


Bid Item No. 1	Parks and Facilities Location #6 South Marina Park 227 th and Dock St	Unit Price	Times per year	Annual Subtotal
1	Mowing, Line trim, Edging, Litter pickup	\$ 12.52	39	\$ 488.40
2	Turf Fertilization	\$ 1.73	3	\$ 5.18
3	Turf Herbicide Application	\$ 1.97	2	\$ 3.93
4	Pruning Shrubs, Plants, Ground Cover	\$ 76.23	4	\$ 304.91
5	Weeding Planter Beds	\$ 32.34	4	\$ 129.34
6	Pre- emergent Herbicide Application	\$ 3.84	2	\$ 7.68
7	Hard Surface Sweeping, Blowing, Weed control	\$ 9.53	39	\$ 371.61
8	Leaf and Windfall Debris	\$ 16.33	14	\$ 228.68

Location Total \$ 1,539.74

**See attached map for site details. Bid to include the center islands and the parking strip along the south side of 227th.*

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.

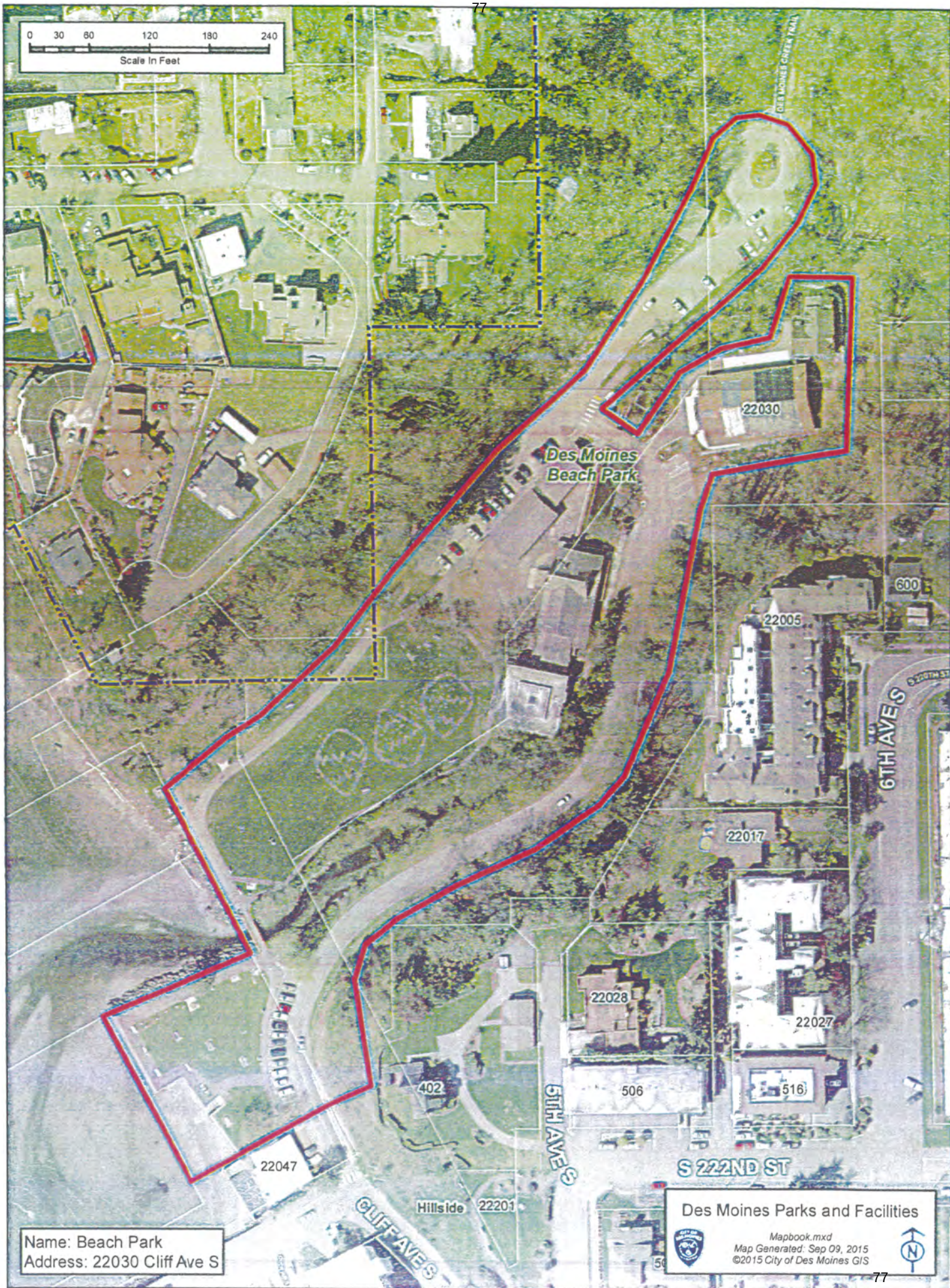


Bid Item No. 1	Parks and Facilities Location #7 Beach Park 22030 Cliff Ave S	Unit Price	Times per year	Annual Subtotal
1	Mowing, Line trim, Edging, Litter pickup	\$ 159.55	39	\$ 6,222.30
2	Turf Fertilization	\$ 49.49	3	\$ 148.46
3	Turf Herbicide Application	\$ 56.28	2	\$ 112.57
4	Pruning Shrubs, Plants, Ground Cover	\$ 84.29	4	\$ 337.16
5	Weeding Planter Beds	\$ 32.63	4	\$ 130.54
6	Pre-emergent Herbicide Application	\$ 3.88	2	\$ 7.75
7	Hard Surface Sweeping, Blowing, Weed control	\$ 42.14	39	\$ 1,643.63
8	Leaf and Windfall Debris	\$ 36.12	14	\$ 505.73

Location Total \$ 9,108.14

*See attached map for site details. Bid does not include the Des Moines Creek Trail.

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



78

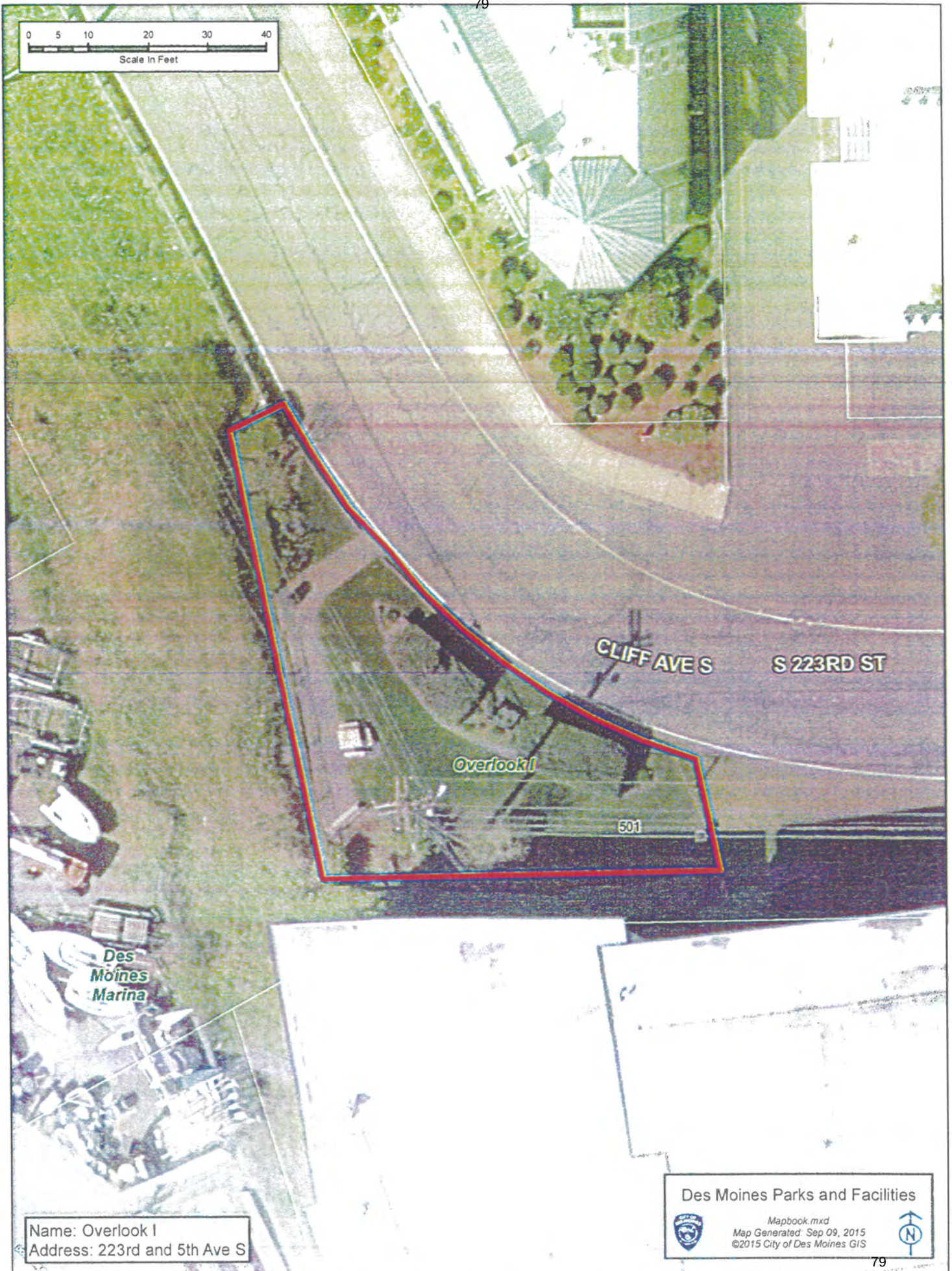
Bid Item No.	Parks and Facilities Location #8		Unit Price	Times per year	Annual Subtotal
	Overlook 1 223 rd St and 5 th Ave S				
1	Mowing, Line trim, Edging, Litter pickup		\$ 2.43	39	\$ 94.85
2	Turf Fertilization		\$ 0.34	3	\$ 1.01
3	Turf Herbicide Application		\$ 0.38	2	\$ 0.76
4	Pruning Shrubs, Plants, Ground Cover		\$ 91.37	4	\$ 365.48
5	Weeding Planter Beds		\$ 4.92	4	\$ 19.69
6	Pre- emergent Herbicide Application		\$ 0.58	2	\$ 1.17
7	Hard Surface Sweeping, Blowing, Weed control		\$ 11.70	39	\$ 456.12
8	Leaf and Windfall Debris		\$ 15.66	14	\$ 219.29

25

Location Total \$ 1,158.36

*See attached map for site details.

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



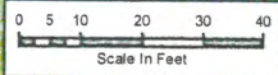
80

Bid Item No.	Parks and Facilities Location #9		Unit Price	Times per year	Annual Subtotal
	Overlook 2 22200 5 th Ave S				
1	Mowing, Line trim, Edging, Litter pickup	\$	23.94	39	\$ 933.64
2	Turf Fertilization	\$	6.49	3	\$ 19.48
3	Turf Herbicide Application	\$	7.38	2	\$ 14.77
4	Pruning Shrubs, Plants, Ground Cover	\$	39.28	4	\$ 157.14
5	Weeding Planter Beds	\$	31.11	4	\$ 124.43
6	Pre-emergent Herbicide Application	\$	3.70	2	\$ 7.39
7	Hard Surface Sweeping, Blowing, Weed control	\$	9.82	39	\$ 383.02
8	Leaf and Windfall Debris	\$	33.67	14	\$ 471.41
9	Hillside line trimming	\$	94.28	5	\$ 471.41
Location Total					\$ 2,582.70

27

*See attached map for site details. In addition to the above items the Bid includes Line Trimming the hillside to the west 5 times during the growing season.

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



Overlook II

22201

Hillside

5TH AVE S

CLIFF AVE S

22211

Des
Moines
Marina

DOCK A

Des Moines Parks and Facilities



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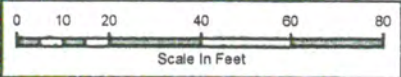
Name: Overlook II
Address: 22201 5th Ave S (Line trimming west hillside 4 times)

Bid Item No. 1	Parks and Facilities Location #10	Unit Price	Times per year	Annual Subtotal
	Watertower Park 20802 5 th Ave S			
1	Mowing, Line trim, Edging, Litter pickup	\$ 79.65	39	\$ 3,106.25
2	Turf Fertilization	\$ 19.70	3	\$ 59.10
3	Turf Herbicide Application	\$ 22.41	2	\$ 44.81
4	Pruning Shrubs, Plants, Ground Cover	\$ 61.30	4	\$ 245.19
5	Weeding Planter Beds	\$ 34.26	4	\$ 137.03
6	Pre- emergent Herbicide Application	\$ 4.07	2	\$ 8.14
7	Hard Surface Sweeping, Blowing, Weed control	\$ 20.43	39	\$ 796.88
8	Leaf and Windfall Debris	\$ 26.27	14	\$ 367.79

Location Total \$ 4,765.20

*See attached map for site details.

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



S 208TH ST

5TH AVE S

6TH AVE S

Water
Tower
Park

505

20826

20825

Name: Watertower Park
Address: 505 S 208th St

Des Moines Parks and Facilities



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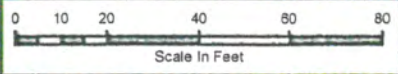


Bid Item No. 1	Parks and Facilities Location #11	Unit Price	Times per year	Annual Subtotal
	Westwood Park 6 th Ave and 192nd St			
1	Mowing, Line trim, Edging, Litter pickup	\$ 16.73	39	\$ 652.42
2	Turf Fertilization	\$ 2.31	3	\$ 6.93
3	Turf Herbicide Application	\$ 2.63	2	\$ 5.25
4	Pruning Shrubs, Plants, Ground Cover	\$ 111.73	4	\$ 446.90
5	Weeding Planter Beds	\$ 23.57	4	\$ 94.29
6	Pre- emergent Herbicide Application	\$ 2.80	2	\$ 5.60
7	Hard Surface Sweeping, Blowing, Weed control	\$ 26.81	39	\$ 1,045.75
8	Leaf and Windfall Debris	\$ 47.88	14	\$ 670.36

Location Total \$ 2,927.50

**See attached map for site details.*

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



S 192ND PL

6TH AVES S

Westwood
Park

19213

601

605

609

613

600

606

610

614

S 193RD PL

Name: Westwood Park
Address: 19213 6th Ave S

Des Moines Parks and Facilities



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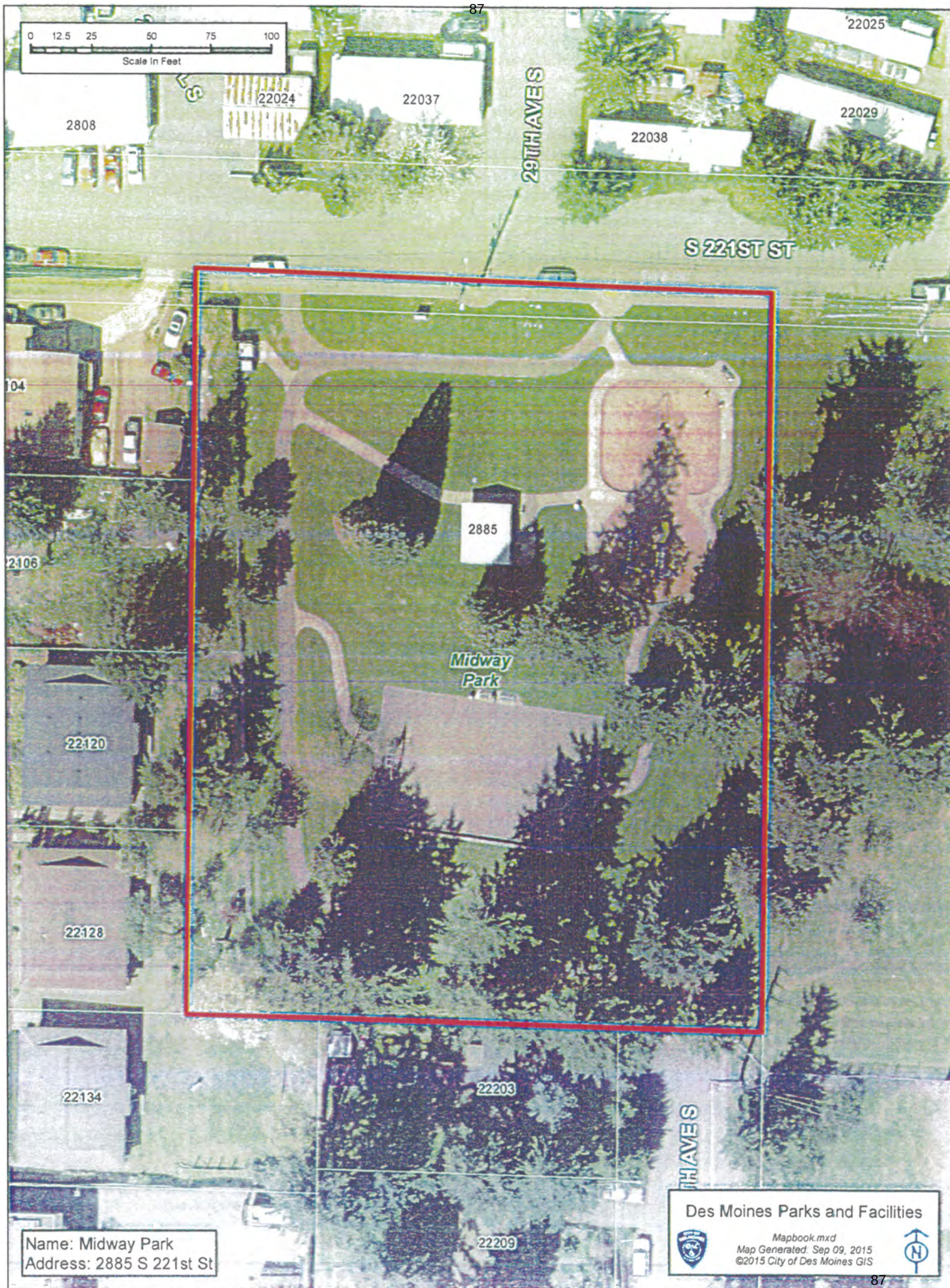


Bid Item No. 1	Parks and Facilities Location #12	Unit Price	Times per year	Annual Subtotal
	Midway Park 2900 S 221 st S			
1	Mowing, Line trim, Edging, Litter pickup	\$ 181.32	39	\$ 7,071.49
2	Turf Fertilization	\$ 89.53	3	\$ 268.58
3	Turf Herbicide Application	\$ 101.82	2	\$ 203.64
4	Pruning Shrubs, Plants, Ground Cover	\$ 47.56	4	\$ 190.23
5	Weeding Planter Beds	\$ 30.10	4	\$ 120.40
6	Pre-emergent Herbicide Application	\$ 3.58	2	\$ 7.15
7	Hard Surface Sweeping, Blowing, Weed control	\$ 4.76	39	\$ 185.47
8	Leaf and Windfall Debris	\$ 40.76	14	\$ 570.69

Location Total \$ 8,617.65

**See attached map for site details. Bid is for the area around the Play structure Basketball Court and Gazebo. Check map for the Parks east border.*

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



Bid Item No.	Parks and Facilities Location #13 Wooton Park 283 rd St and Redondo Beach Drive	Unit Price	Times per year	Annual Subtotal
1	Mowing, Line trim, Edging, Litter pickup	\$ 97.63	39	\$ 3,807.59
2	Turf Fertilization	\$ 34.18	3	\$ 102.55
3	Turf Herbicide Application	\$ 38.88	2	\$ 77.75
4	Pruning Shrubs, Plants, Ground Cover	\$ 42.97	4	\$ 171.89
5	Weeding Planter Beds	\$ 73.50	4	\$ 293.99
6	Pre- emergent Herbicide Application	\$ 8.73	2	\$ 17.46
7	Hard Surface Sweeping, Blowing, Weed control	\$ 21.49	39	\$ 837.99
8	Leaf and Windfall Debris	\$ 36.83	14	\$ 515.68

Location Total \$ 5,824.92

*See attached map for site details. Bid to include gravel walkway area at the east side of the Park.

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



Name: Wooton Park
Address: S 283rd St & Redondo Way S

Des Moines Parks and Facilities

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90

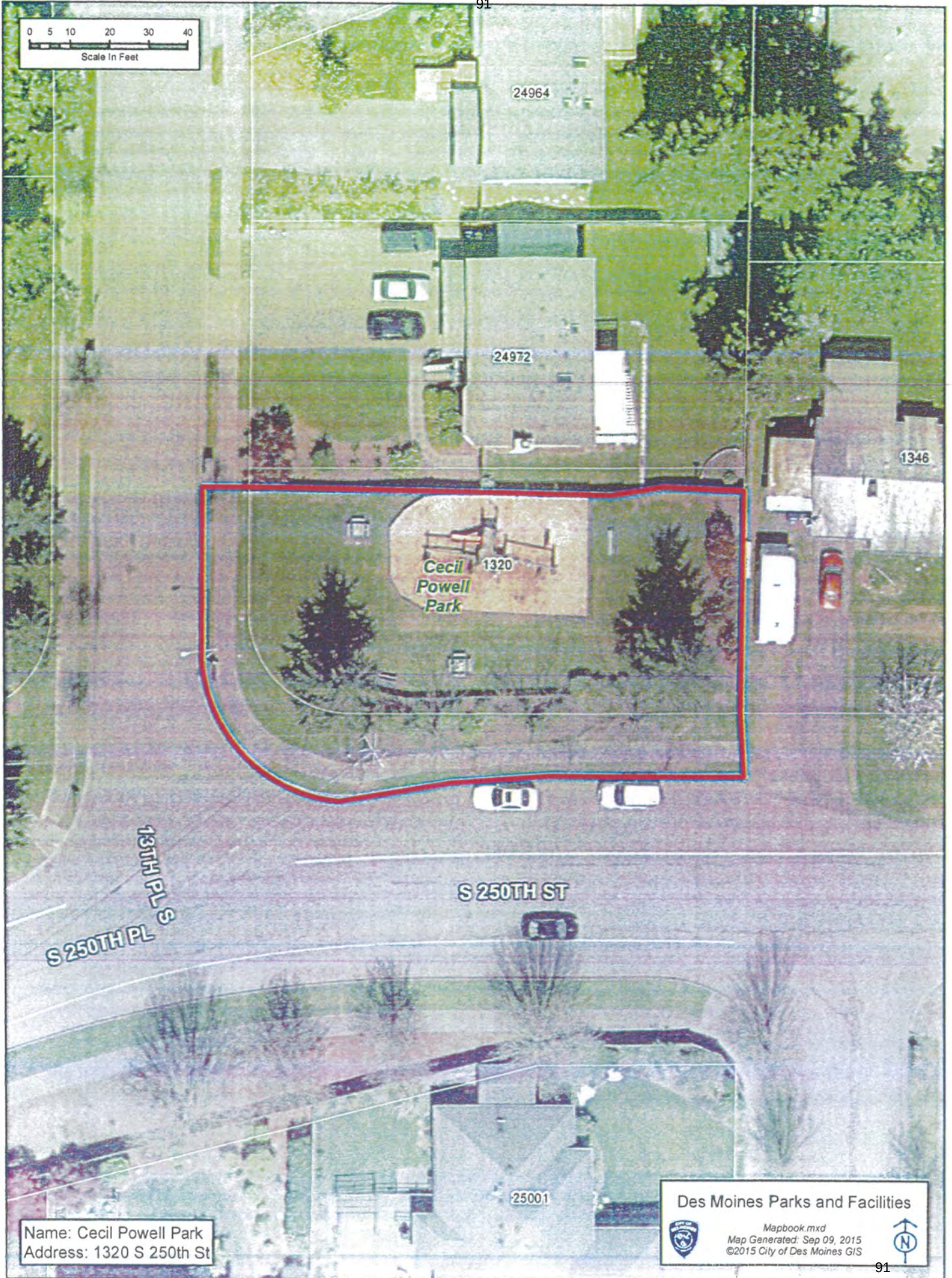
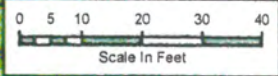
Bid Item No.	Parks and Facilities Location #14		Unit Price	Times per year	Annual Subtotal
	Cecil Powell Park 250 th and 13 th Pl S				
1	Mowing, Line trim, Edging, Litter pickup		\$ 21.52	39	\$ 839.44
2	Turf Fertilization		\$ 2.97	3	\$ 8.91
3	Turf Herbicide Application		\$ 3.38	2	\$ 6.76
4	Pruning Shrubs, Plants, Ground Cover		\$ 18.74	4	\$ 74.98
5	Weeding Planter Beds		\$ 24.23	4	\$ 96.93
6	Pre- emergent Herbicide Application		\$ 2.88	2	\$ 5.76
7	Hard Surface Sweeping, Blowing, Weed control		\$ 37.49	39	\$ 1,462.09
8	Leaf and Windfall Debris		\$ 32.13	14	\$ 449.87

37

Location Total \$ 2,944.74

*See attached map for site details.

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



Name: Cecil Powell Park
Address: 1320 S 250th St

Des Moines Parks and Facilities

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32

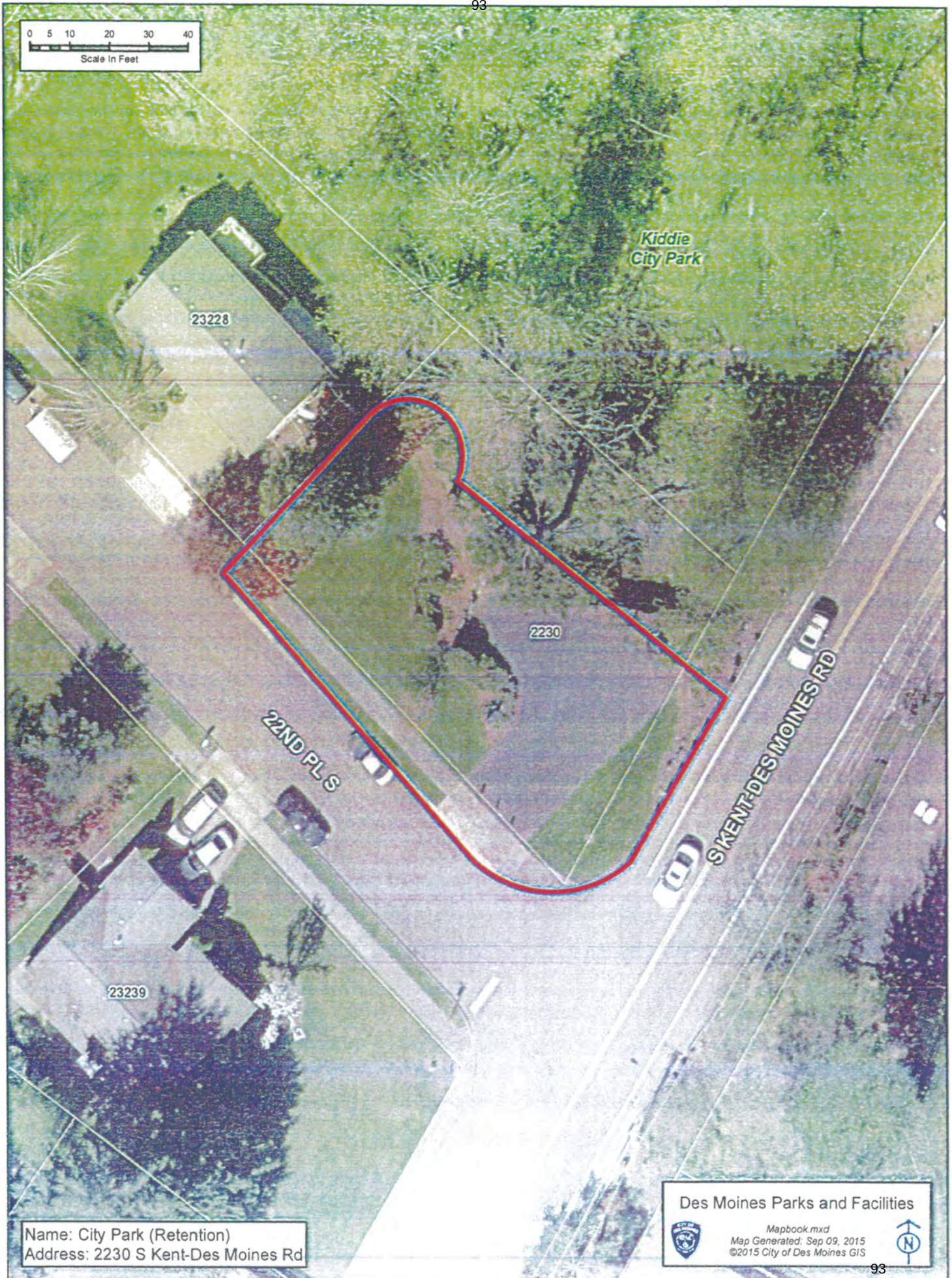
Bid Item No.	Parks and Facilities Location #15		Unit Price	Times per year	Annual Subtotal
	City Park (Retention) Kent Des Moines Rd and 22 nd Pl				
1	Mowing, Line trim, Edging, Litter pickup		\$ 9.88	39	\$ 385.18
2	Turf Fertilization		\$ 1.36	3	\$ 4.09
3	Turf Herbicide Application		\$ 1.55	2	\$ 3.10
4	Pruning Shrubs, Plants, Ground Cover		\$ 75.15	4	\$ 300.58
5	Weeding Planter Beds		\$ 13.66	4	\$ 54.65
6	Pre- emergent Herbicide Application		\$ 1.62	2	\$ 3.25
7	Hard Surface Sweeping, Blowing, Weed control		\$ 9.39	39	\$ 366.33
8	Leaf and Windfall Debris		\$ 16.10	14	\$ 225.44

39

Location Total \$ 1,342.61

*See attached map for site details.

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



34

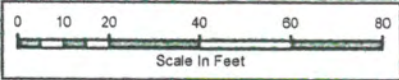
41

Bid Item No.	<u>Parks and Facilities Location #16</u>	Unit Price	Times per year	Annual Subtotal
1	City Park S 230 th St and 21 st Ave S			
1	Mowing, Line trim, Edging, Litter pickup	\$ 45.95	39	\$ 1,792.05
2	Turf Fertilization	\$ 12.46	3	\$ 37.39
3	Turf Herbicide Application	\$ 14.17	2	\$ 28.35
4	Pruning Shrubs, Plants, Ground Cover	\$ 40.82	4	\$ 163.28
5	Weeding Planter Beds	\$ 10.99	4	\$ 43.98
6	Pre- emergent Herbicide Application	\$ 1.31	2	\$ 2.61
7	Hard Surface Sweeping, Blowing, Weed control	\$ 10.21	39	\$ 398.00
8	Leaf and Windfall Debris	\$ 34.99	14	\$ 489.84

Location Total \$ 2,955.50

*See attached map for site details.

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



S 230TH ST

21ST AVE S

2107

23020

Kiddie
City Park

23026

23220

Name: City Park
Address: S 230th St & 21st Ave S

Des Moines Parks and Facilities



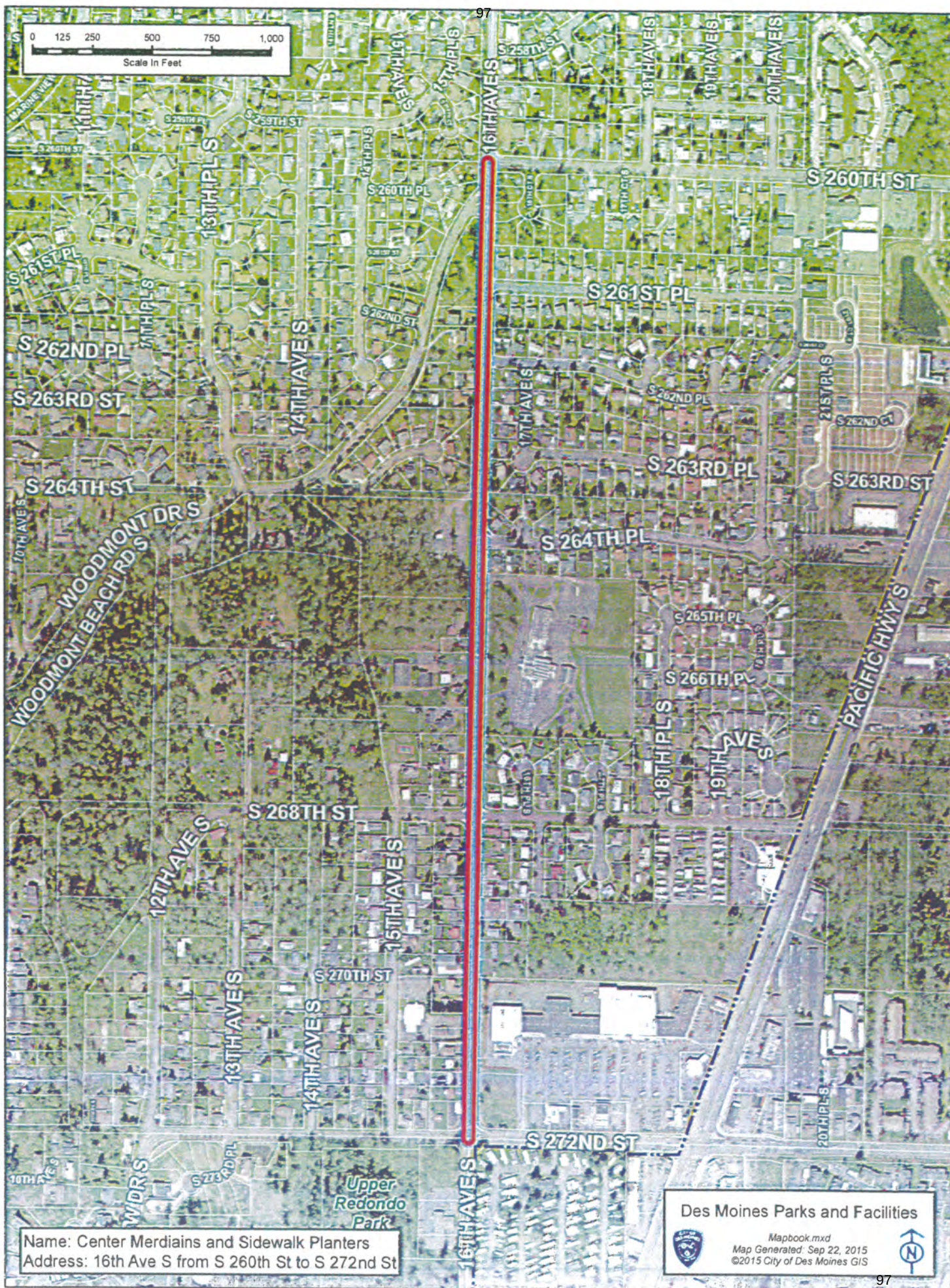
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	Streetscapes, Medians, Planter Strips				
	Location #1				
Bid Item No. 2	16 th Avenue South 272 nd St to S 260 th		Unit Price	Times per year	Annual Subtotal
1	Pruning, Weeding, Litter Pickup		\$ 915.00	4	\$ 3,660.00
2	Leaf and Windfall Debris Pickup		\$ 267.15	6	\$ 1,602.88
3	Pre-emergent Herbicide Applications		\$ 36.67	2	\$ 73.34
Location Total			\$ 5,336.22		

*See attached map for site details. Bid to include Center Medians and Sidewalks Planters from S 272nd St to 260th St and the guardrail are at the NW corner of 16th and 260th.

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



Bid Item No. 2	<u>Streetscapes, Medians, Planter Strips</u> <u>Location #2</u>	Unit Price	Times per year	Annual Subtotal
	Pacific Highway South S 216th St to Kent-Des Moines Road			
1	Pruning, Weeding, Litter Pickup	\$ 1,852.87	4	\$ 7,411.47
2	Leaf and Windfall Debris Pickup	\$ 861.67	6	\$ 5,170.00
3	Pre-emergent Herbicide Applications	\$ 130.41	2	\$ 260.82

Location Total \$12,842.29

**See attached map for site details. Center Medians and Sidewalk Planters from 216th to Kent Des Moines Road. Bid also includes the east and west corner planter islands at Pacific Highway and Kent Des Moines Rd.*

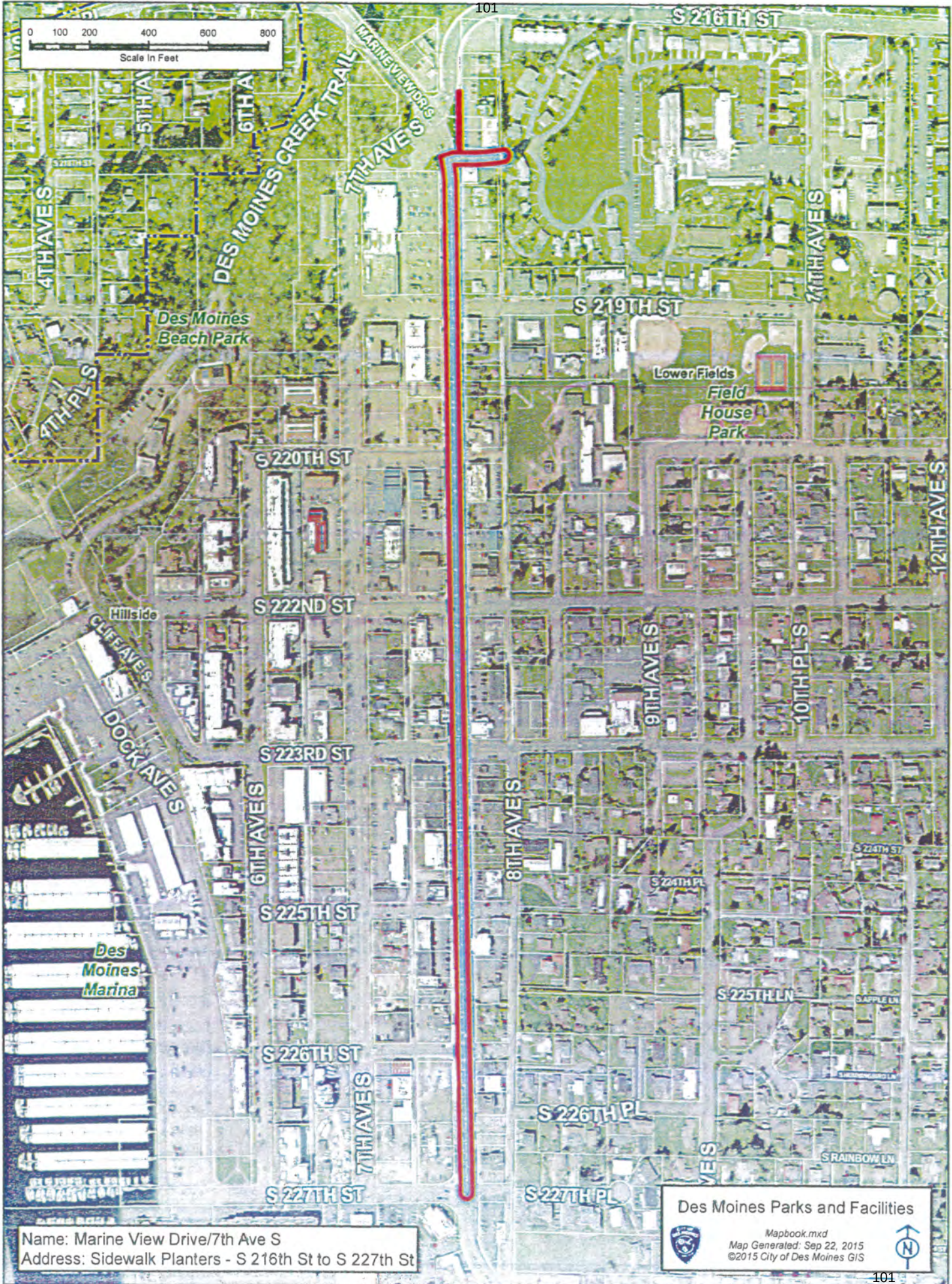
NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



Bid Item No.	<u>Streetscapes, Medians, Planter Strips</u>	Unit Price	Times per year	Annual Subtotal
	<u>Location #3</u>			
2	Marine View Drive S 216th to S 227th St			
1	Pruning, Weeding, Litter Pickup	\$ 793.18	4	\$ 3,172.71
2	Leaf and Windfall Debris Pickup	\$ 440.12	6	\$ 2,640.73
3	Pre-emergent Herbicide Applications	\$ 11.69	2	\$ 23.38
Location Total				\$ 5,836.82

**See attached map for site details. Bid includes all planters beds on Marine View, along the south side of 218th from Marine View Drive to the entrance of Westley Homes; and all corner beds at the intersections along Marine View Drive.*

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, but an estimated annual amount that may or may not be fulfilled.



Name: Marine View Drive/7th Ave S
Address: Sidewalk Planters - S 216th St to S 227th St

Des Moines Parks and Facilities

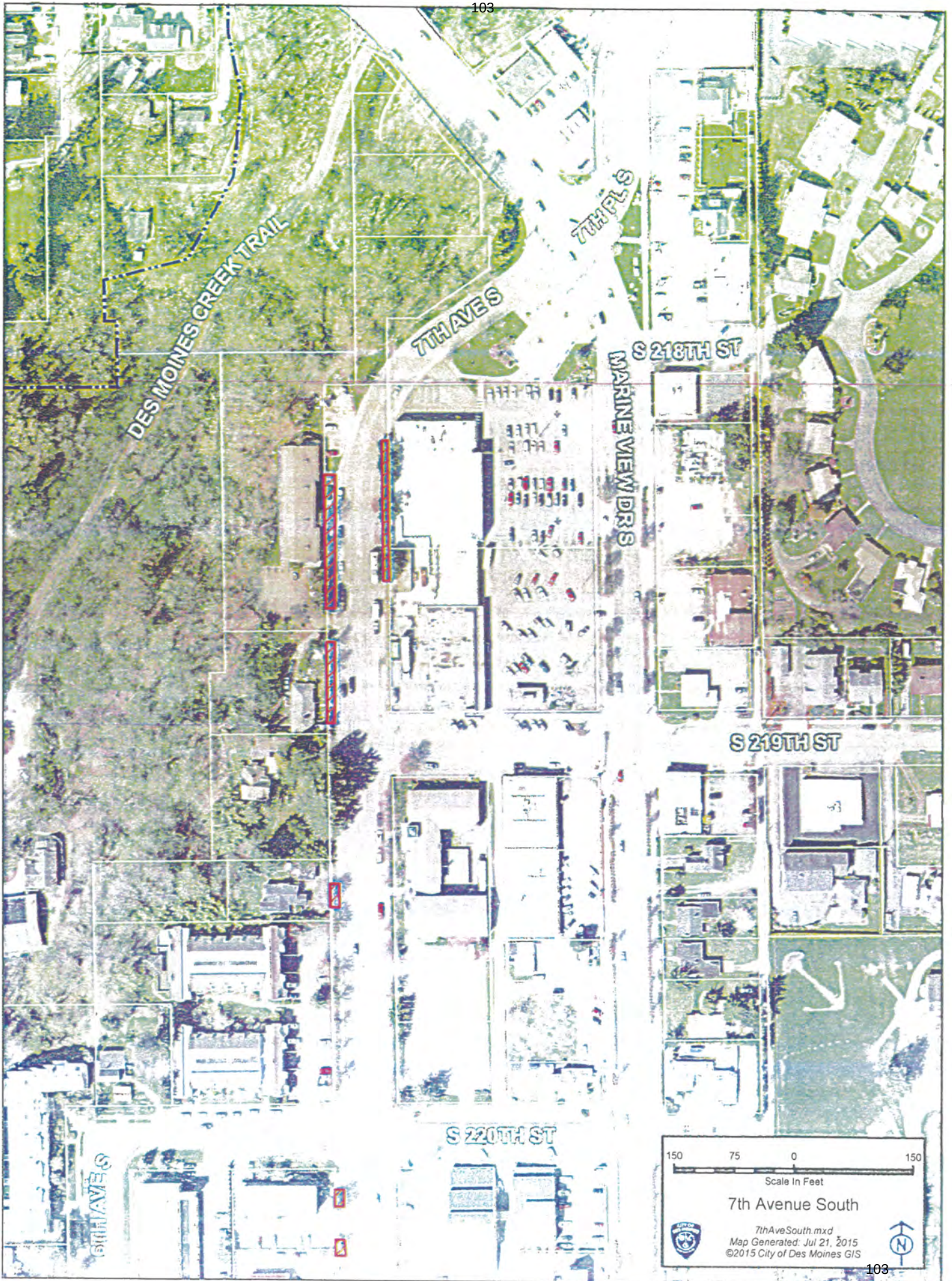
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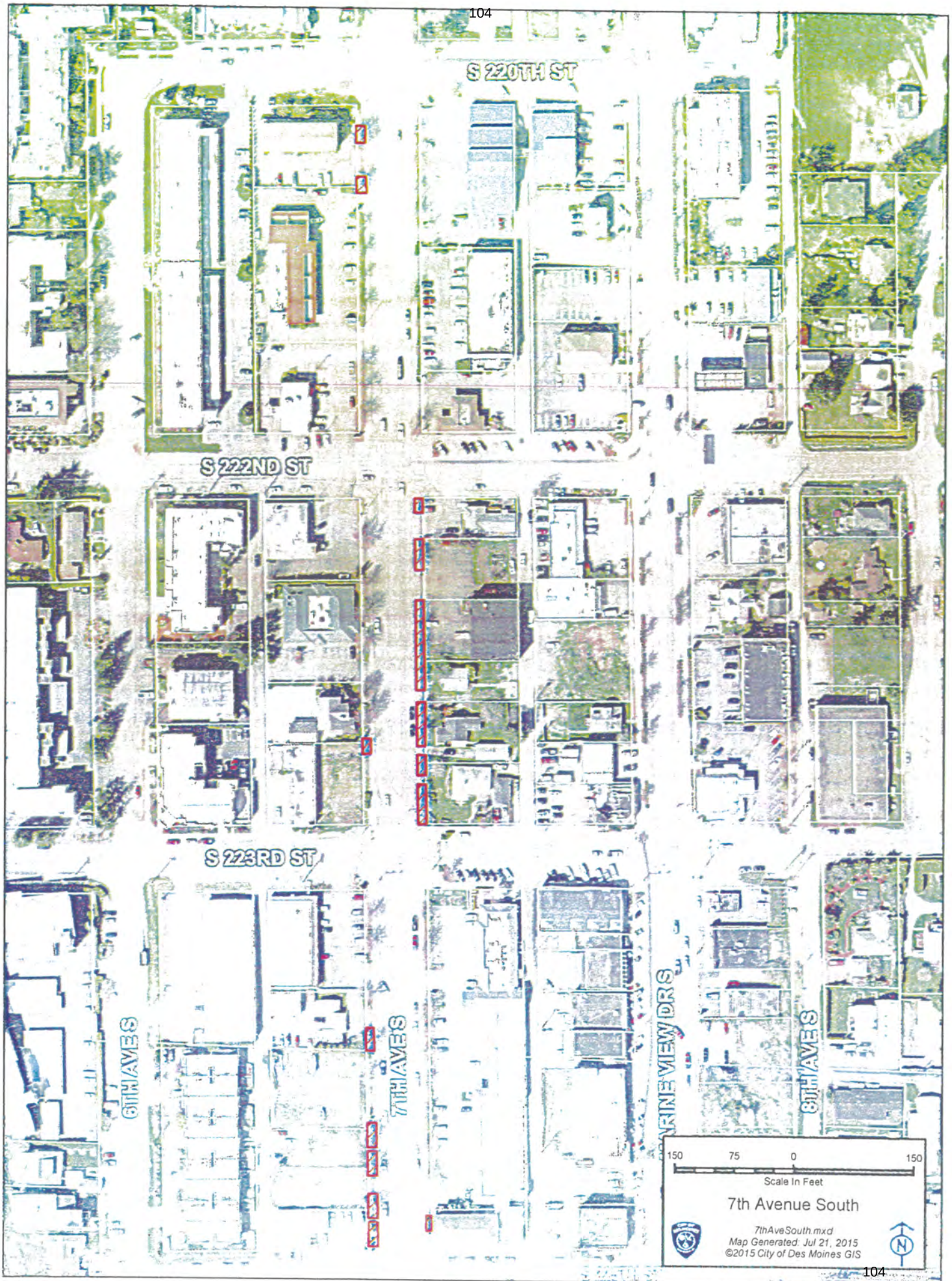


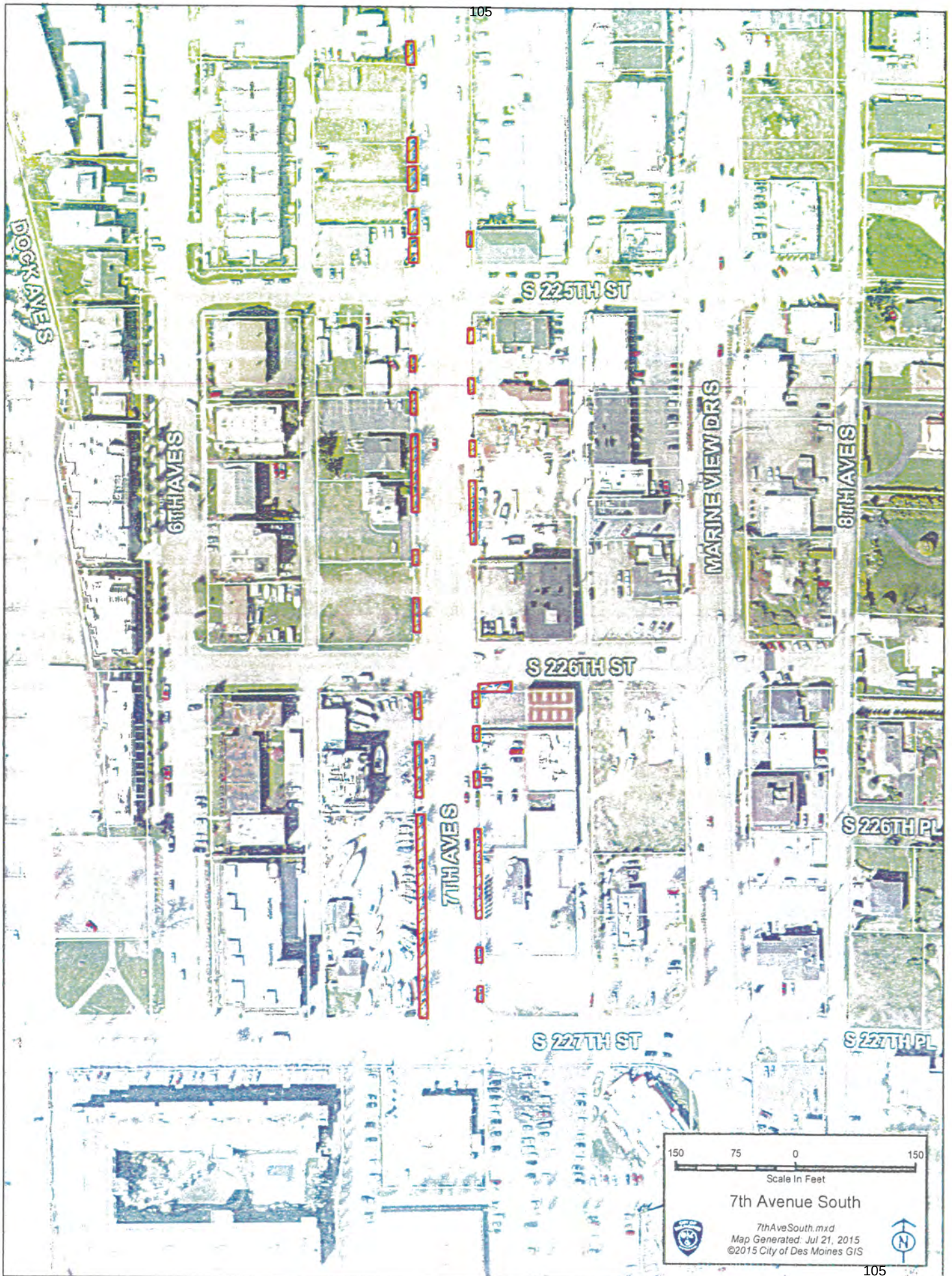
Bid Item No.	Streetscapes, Medians, Planter Strips	Unit Price	Times per year	Annual Subtotal
	Location #4			
2	7 th Avenue South S216th to S227th St			
1	Pruning, Weeding, Litter Pickup	\$ 767.30	4	\$ 3,069.20
2	Leaf and Windfall Debris Pickup	\$ 402.54	6	\$ 2,415.25
3	Pre-emergent Herbicide Applications	\$ 9.55	2	\$ 19.09
Location Total				\$ 5,503.55

*See attached map for site details. The red marked areas are the areas that will be bid on. Bid also includes all corner beds at the intersections along 7th Avenue.

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.







100

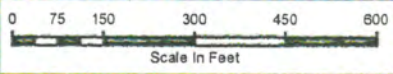
53

Bid Item No.	<u>Streetscapes, Medians, Planter Strips</u> <u>Location #5</u>	Unit Price	Times per year	Annual Subtotal
2	S 216th 18 th Ave S to 24 th Ave S			
1	Pruning, Weeding, Litter Pickup	\$ 782.03	4	\$ 3,128.10
3	Leaf and Windfall Debris Pickup	\$ 221.61	6	\$ 1,329.69
3	Pre-emergent Herbicide Applications	\$ 12.78	2	\$ 25.57

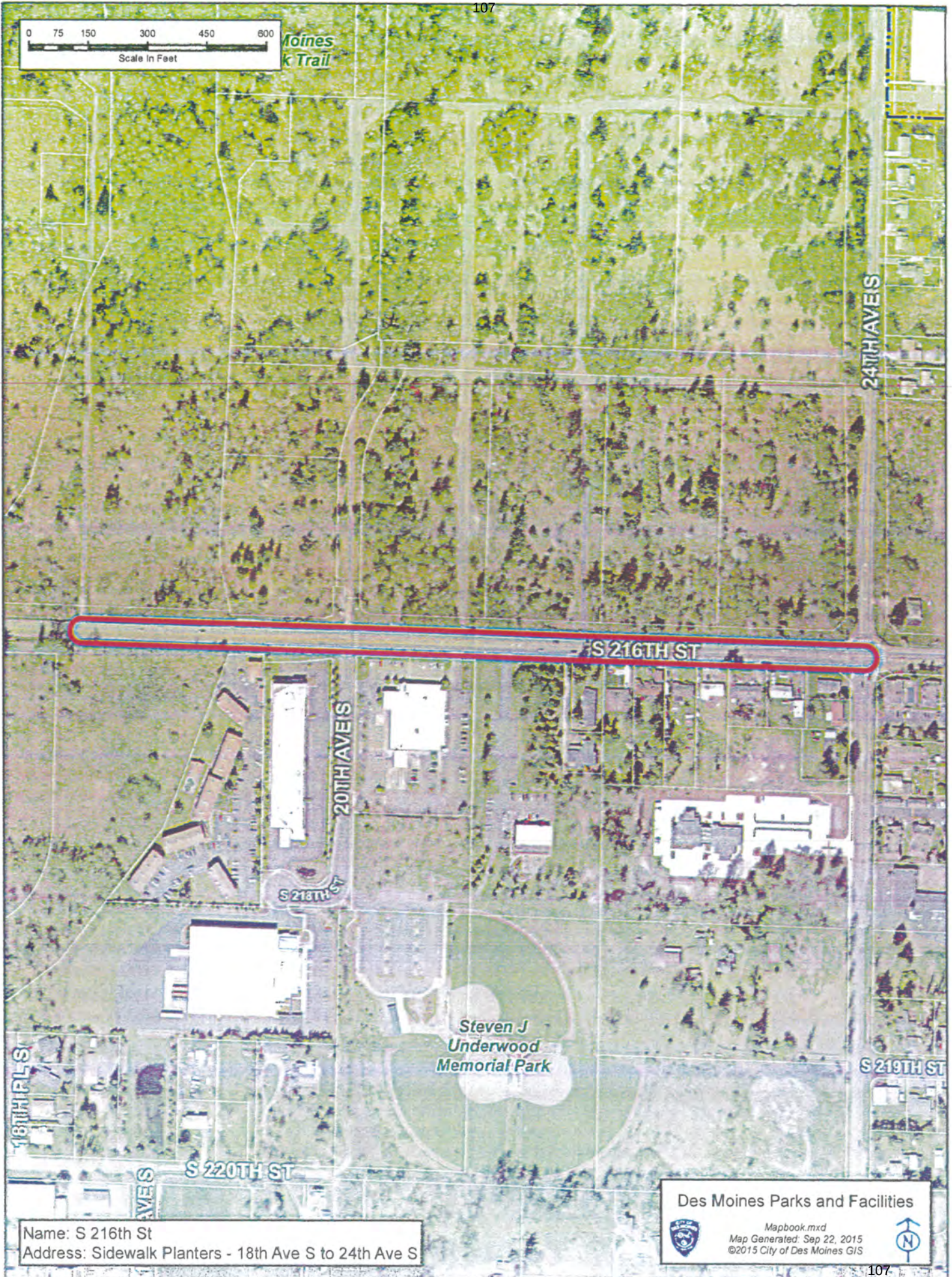
Location Total \$ 4,483.36

**See attached map for site details. Bid includes the planters on 216th from 18th Ave to 24th Ave.*

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



Moines
k Trail



Name: S 216th St
Address: Sidewalk Planters - 18th Ave S to 24th Ave S

Des Moines Parks and Facilities

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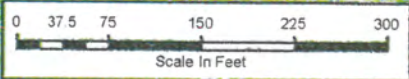
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Bid Item No. 2	<u>Streetscapes, Medians, Planter Strips</u> <u>Location #6</u>	Unit Price	Times per year	Annual Subtotal
	S 216th 11 th Ave S to Marine View Drive			
1	Pruning, Weeding, Litter Pickup	\$ 129.70	4	\$ 518.78
3	Leaf and Windfall Debris Pickup	\$ 113.97	6	\$ 683.81
3	Pre-emergent Herbicide Applications	\$ 7.67	2	\$ 15.35

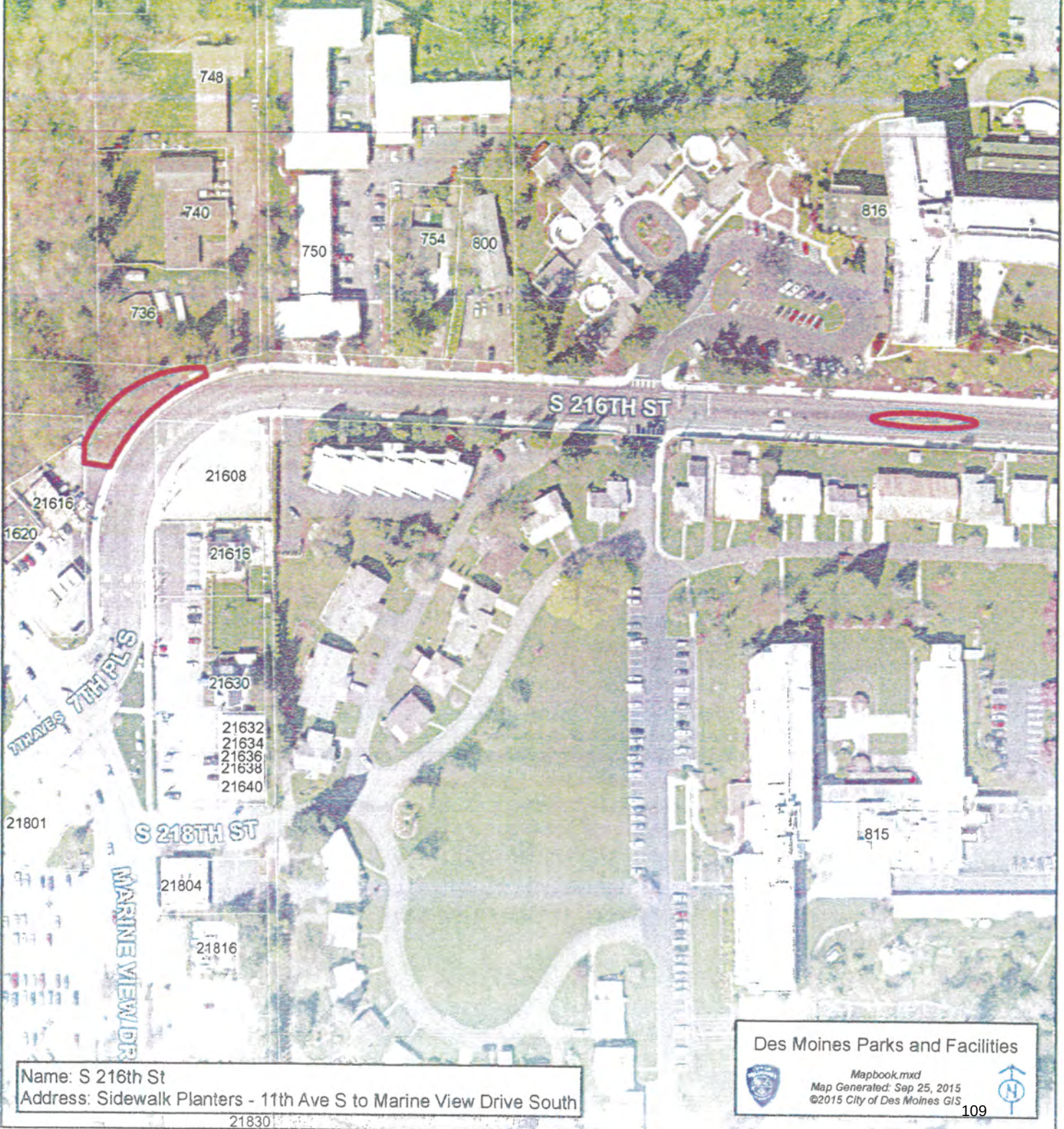
Location Total \$ 1,217.94

**See attached map for site details. Bid includes the planter inland just south of 11th Ave and the planter bed above the wall on the corner just before the Marine View Dr intersection.*

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



DES MOINES CREEK
Des Moines
Creek Trail



Name: S 216th St
Address: Sidewalk Planters - 11th Ave S to Marine View Drive South

Des Moines Parks and Facilities



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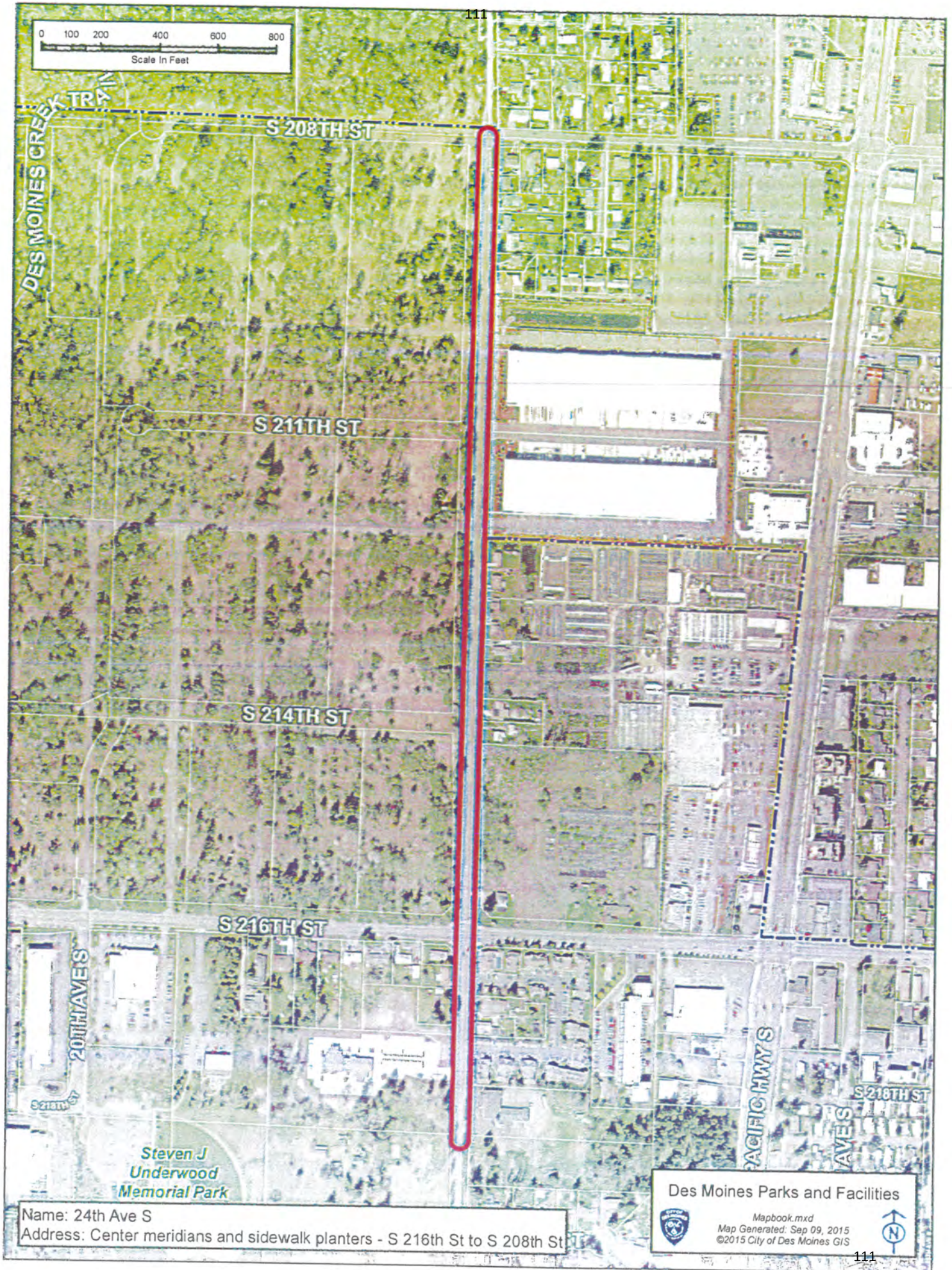
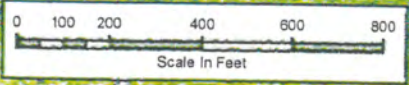


109

Bid Item No.	<u>Streetscapes, Medians, Planter Strips</u>		Unit Price	Times per year	Annual Subtotal
	<u>Location #7</u>				
2	24 th Ave S 1 Block South of S 216 th Ave to S208th St				
1	Pruning, Weeding, Litter Pickup		\$ 866.70	4	\$ 3,466.80
2	Leaf and Windfall Debris Pickup		\$ 160.23	6	\$ 961.41
3	Pre-emergent Herbicide Applications		\$ 59.45	2	\$ 118.91
Location Total					\$ 4,547.11

*See attached map for site details. Bid includes all Center Medians and Sidewalk Planters from 1 block south of S 216th to S 208th St.

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



Name: 24th Ave S
Address: Center meridians and sidewalk planters - S 216th St to S 208th St

Des Moines Parks and Facilities

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The City of Des Moines logo is on the left, and a north arrow pointing upwards is on the right.

Bid Item No.	<u>Streetscapes, Medians, Planter Strips</u>	Unit Price	Times per year	Annual Subtotal
	<u>Location #8</u>			
2	S 240 th St 26 Pl S to 20 th Ave			
1	Pruning, Weeding, Litter Pickup	\$ 722.59	4	\$ 2,890.35
2	Leaf and Windfall Debris Pickup	\$ 224.06	6	\$ 1,344.35
3	Pre-emergent Herbicide Applications	\$ 17.87	2	\$ 35.74
Location Total				\$ 4,270.45

*See attached map for site details. Bid includes the Planter beds & Laurel Hedges along the north side of 240th from 26th Pl S to 20th Ave S.

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



Name: S 240th St
Address: Sidewalk Planters - 20th Ave S to 26th Pl S

Des Moines Parks and Facilities

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Item No. 3	<u>Extra Labor Hours</u>	Hourly Price	Number of Hours	Annual Subtotal
1	Hours for additional on-call work at the Parks or Streetscapes (As requested in writing from the City)	\$ 36.07	200	\$ 7,214.00
				7,214.00
				Total \$

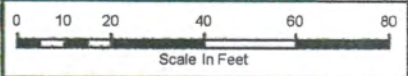
NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.

		115		64
Bid Item No.	<u>Bid Alternate</u> <u>Surface Water Detention Pond</u> <u>Location #2</u>	Unit Price	Times per year	Annual Subtotal
4	253 rd Detention Pond 16 th Ave S & S 253 rd St			
1	Line Trim, Litter Pickup	\$ 108.21	8	\$ 865.68

Location Total \$ 865.68

**See attached map for site details. Bid includes line trimming all areas to the water line inside the fenced pond and at this site includes the area outside the fence to the guardrail and a 4 foot path along the north side of the pond.*

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



Saltwater State Park

16TH AVE S

S 253RD PL

1606

1603

Name: Stormwater Pond
Address: 16th Ave S and S 253rd Pl

Des Moines Parks and Facilities



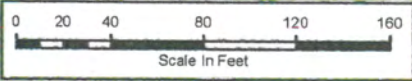
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Bid Item No.	Bid Alternate <u>Surface Water Detention Pond</u> Location #3 Gateway Pond 18 th Ave S & S 216 th St	Unit Price	Times per year	Annual Subtotal
1	Line Trim, Litter Pickup	\$ 541.05	8	\$ 4,328.40
Location Total				\$ 4,328.40

**See attached map for site details. This view is an outdated map. The red line indicates the fence line of the pond. Bid includes line trimming the top and side hill areas inside the fenced pond. The bottom flat areas of do not need to be maintained. Outside area will be maintained by the City.*

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



1800

S 216TH ST

1855

1857

1835

Name: Stormwater Pond
Address: S 216th St and 18th Ave S

Des Moines Parks and Facilities



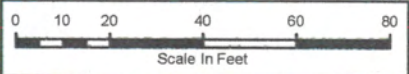
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Bid Item No. 4	<u>Bid Alternate</u>	Unit Price	Times per year	Annual Subtotal
	<u>Surface Water Detention Pond</u>			
	<u>Location #4</u>			
	Arbors Pond S 216 th St & 12 th Ave S			
1	Line Trim, Litter Pickup	\$ 108.21	8	\$ 865.68
Location Total				\$ 865.68

*See attached map for site details. Bid includes line trimming all areas to the water line inside the fenced pond.

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



Name: Arborgs Pond
Address: S 216th St and 12th Ave S

Des Moines Parks and Facilities

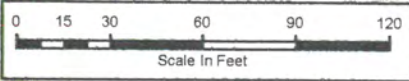
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Bid Item No. 4	Bid Alternate Parks and Facilities Location #6 Dr Shirley Gordon Park 2194 S 262 nd Ct	Unit Price	Times per year	Annual Subtotal
1	Mowing, Line trim, Edging, Litter pickup	\$ 53.68	39	\$ 2,093.46
2	Turf Fertilization	\$ 7.41	3	\$ 22.22
3	Turf Herbicide Application	\$ 8.42	2	\$ 16.85
4	Pruning Shrubs, Plants, Ground Cover	\$ 562.76	4	\$ 2,251.05
5	Weeding Planter Beds	\$ 111.15	4	\$ 444.61
6	Pre- emergent Herbicide Application	\$ 13.21	2	\$ 26.41
7	Hard Surface Sweeping, Blowing, Weed control	\$ 37.52	39	\$ 1,463.18
8	Leaf and Windfall Debris	\$ 160.79	14	\$ 2,251.05
Location Total				\$ 8,568.83

**See attached map for site details. This view is an out dated map. The red line indicates the border of the park. For bidding this location refer to Exhibit A Parks and Facilities maintenance schedule.*

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



S 261ST CT

21ST CT

Dr Shirley B Gordon Park

S 262ND CT

Name: Dr Shirley B Gordon Park
Address: 2194 S 262nd Ct

Des Moines Parks and Facilities



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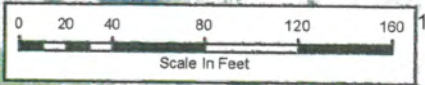


Bid Item No. 4	<u>Bid Alternates</u> <u>Streetscapes, Medians & Planter strips</u> <u>Location #7</u>	Unit Price	Times per year	Annual Subtotal
	Redondo Beach Parking Lot 28280 Redondo Beach Dr			
1	Pruning, Weeding, Litter Pickup	\$ 1,029.14	4	\$ 4,116.54
2	Leaf and Windfall Debris Pickup	\$ 479.31	6	\$ 2,875.88
3	Pre-emergent Herbicide Applications	\$ 84.31	2	\$ 168.62

Location Total \$ 7,161.04

**See attached map for site details. For bidding this location refer to Exhibit A Streetscape, Medians and Planter Strip maintenance schedule. Bid includes all planter beds in and around the outside of the parking lot.*

NOTES: 1) Refer to Exhibit A for Scope and Schedule of work. 2) Total Contract Bid amount is NOT a guarantee of services, But an estimated annual amount that may or may not be fulfilled.



Name: Redondo Beach Park
Address: 28280 Redondo Beach Park Dr S

Des Moines Parks and Facilities

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Parks and Right of Way Landscape
Maintenance Contract w/ Northwest
Landscape Services (NLS)

AGENDA OF: November 12, 2015

DEPT. OF ORIGIN: Planning, Building & Public
Works

ATTACHMENTS:

DATE SUBMITTED: November 4, 2015

1. 2016-2018 Parks and Right-of-Way
Landscape Maintenance Contract

CLEARANCES:

- ☒ Legal 
- ☒ Finance 
- ☐ Marina N/A
- ☒ Parks, Recreation & Senior Services
- ☒ Planning, Building & Public Works 
- ☐ Police N/A

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** 

Purpose and Recommendation:

The purpose of this agenda item is for the Council to approve the Goods and Services Contract with Northwest Landscape Services (Attachment 1) for Parks and Right-of-Way Landscape Maintenance Services. The term of the Contract is for thirty six (36) months from January 1, 2016 through December 31, 2018 with the potential for a satisfactory performance extension (at no additional bid price increase to the City) of an additional thirty six (36) months. The Contract provides for landscape services at specific locations, including 16 parks and City facilities, and 8 streetscapes and planter strips. Staff is also recommending approval for 5 of the bid alternates. The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to approve the Goods and Services Contract for Landscape Maintenance Services with Northwest Landscape Services for a maximum annual contract amount of \$134,062.31, which includes \$112,272.52 for the base bid, and \$865.68 for bid alternate 2, \$4,328.40 for bid alternate 3, \$865.68 for bid alternate 4, \$8,568.99 for bid alternate 6, and \$7,161.04 for bid alternate 7, and authorize the City Manager to sign said Contract substantially in the form as submitted."

Background:

Over the past few years there have been grounds and landscape maintenance improvements that have added to the general scope of work for the City's Parks operations and maintenance staff such as; 16th Avenue South sidewalk improvements, Pacific Highway South median and sidewalk landscaping, Steven J. Underwood Park, the Field House project and the recently completed projects on South 216th Street, 24th Ave South and the Gateway Detention Pond. Each of these improvements bring additional landscape maintenance requirements. With recent increases in landscape maintenance needs and budget-driven decreases in parks maintenance staffing and resource levels, a deficit has been created in terms of in-house capacity to maintain all of the City's landscaping to acceptable and safe levels.

In an effort to reduce ongoing maintenance costs, in 2011 the City requested bids for contracted landscape maintenance services. Northwest Landscape Services (NLS) was the successful low bidder at that time. On June 23, 2011, the Council approved the Contract for a period of 6 months in order to evaluate the overall impact and effectiveness providing these services through private contract resources. As part of the 2012 budget process, the Contract was extended for an additional 12 months (through 2012), and other on-going parks maintenance resources were reduced and/or eliminated due to General Fund budget limitations.

Regardless of the staffing reductions, landscaping at City parks and streetscapes must be maintained to acceptable community and safety standards. Based on the experience with NLS, staff believes that landscape maintenance needs at City parks and Right-of-Ways can continue to be met in an efficient and economical manner through the joint efforts of both in-house maintenance staff and contracted services.

Discussion:

The original contract was awarded to Northwest Landscape Services in 2011. Since the original contract award, the City Council has approved 3 extensions, one in 2012, again for 2013-2014 and the final one for 2015. At this time, staff felt it was in the best interest of the City to once again open up the contract to the competitive bid process. The bid for the proposed contract was advertised on October 6th and the bid opening held on October 22nd. Three bids were received and Northwest Landscape Services was the apparent low bidder, with a base bid of \$112,272.52.

The base bid include 16 park locations, 8 streetscape and planter strip locations, and includes up to 200 hours of additional services as needed. The bid also included 7 other locations as bid alternates, which the City can consider including into the contract. Based on the favorable bid prices, staff is recommending that five of the seven Bid Alternates be included in the contract. Those locations include:

- Location #2) - 253rd Street Detention Pond
- Location #3) - Gateway Detention Pond
- Location #4) - The Arbors Detention Pond
- Location #6) - Dr. Shirley Gordon Park and Location
- Location #7) - Redondo Parking Lot

All of the specific locations and bid alternates are included in Attachment I.

Financial Impact:

The proposed 2016 Parks Operations Budget includes \$122,000.00 for contracted landscape maintenance services. Therefore, there are sufficient funds to cover the base bid price (\$112,272.52), and bid alternate location #6 – Dr. Shirley Gordon Park for an additional amount of \$8,568.99, bringing the total to \$120,841.51.

Staff is also recommending including bid alternate locations 2, 3, and 4 which are all storm water detention facilities. The total for these three locations is \$6,059.76. The costs for these services would be billed to the SWM Maintenance Professional Services line item 450.200.040.531.20.41.00.

Staff is also recommending including bid alternate location 7 for \$7,161.04, which would be funded from the Redondo Marina area fund.

Alternatives:

Council could choose to contract only the base bid without adding the recommended bid alternates. This is not recommended by staff. New projects, work programs, inspections and staffing levels are requiring more time for existing staff resources.

Council could select a different set of bid alternate locations to include in the contract.

Council could choose not to approve the contract. There would be several impacts with such a decision. First, the City's parks maintenance division would be required to perform all of this work with a limited number of staff which would not only negatively affect the appearance of the City's landscaped assets but would also reduce the time available for other necessary maintenance operations, and support to the City's recreational programs and tasks that need to be completed. Second, in order to provide the services to minimally acceptable standards, the Parks staffing levels would need to be increased at a minimum of 1 FTE position and adding additional seasonal positions.

Recommendation:

Staff recommends that the City Council approve the proposed motion.

Concurrence

The Legal, Finance, Parks, and Planning, Building and Public Works Departments concur.

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Change Order

Date: 01/07/2016

Page 1 of 1

Contract Title: 2016-2018 Parks and Right-of-Way Landscape Maintenance

Change Order Number: 1

Prime Contractor: Northwest Landscape Services (NLS)

☒ Requested by Project Manager under the terms of Section 1-04.4 of the Standard Specifications

☐ Change proposed by Contractor

Brief Description of Requested Change:

- 1) Mowing Frequency Reduction (Bid Item 1, Locations 1-16) -- Reduce the number of mowings per year from 39 to 26; Annual credit of \$8,151.60.
- 2) Hard Surface Sweeping, Blowing, Weed Control (Bid Item 1-7, Locations 1-16) -- Delete service entirely; Annual credit of \$7,561.58.

Justification of Cost:

Requested service reductions are directed by the City Council in an effort to balance the 2016 budget.

All work, materials, equipment, and measurements shall be in accordance with the current contract provisions and with the provisions of the Standard Specifications and Special Provisions for the type of construction involved unless stated otherwise in this document.

Original Annual Contract Amount: \$146,798.22

Current Annual Contract Amount: \$146,798.22

Contract Time Added: 0 Days

Estimated Net Change This Order: (\$15,713.18)

Estimated Annual Contract Total After Change: \$131,085.04

☒ Approval Requested	☐ Approval Granted
Contractor	Planning, Building and Public Works Director
Date	Date

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Government 101 – The Council –
Manager Form of Government

FOR AGENDA OF: January 14, 2016

DEPT. OF ORIGIN: Legal

ATTACHMENTS:

DATE SUBMITTED: January 8, 2016

1. Government 101 – The Council-Manager
Form of Government
2. Des Moines City Council Rules of
Procedure – Legal Authority
3. New Attorney General Opinion on Binding
future Local Government Legislative
Bodies

CLEARANCES:

- ☒ Legal SB
- ☐ Economic Development N/A
- ☐ Finance N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☐ Planning, Building & Public Works N/A
- ☐ Police N/A
- ☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL 

Purpose and Recommendation

The purpose of this Agenda Item is to provide Council and the public an introduction to the nature of the Council-Manager Form of Government and what is, and where we find, the authority to act.

The Powerpoint and the *Des Moines City Council Rules of Procedure – Legal Authority* are intended as a resource for Council and public. We will follow this discussion with a similar discussion on Public Records and the Open Public Meetings Act.

If there are other issues the Council would like more information on, please let us know and we will address them at a future meeting.

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GOVERNMENT 101

The Council-Manager Form of Government

Presented by Pat Bosmans

City Attorney

1

The Des Moines Municipal Code

- Generally cities look to four sources of law for guidance. The Revised Code of Washington (RCW) is the state law and the intent of statutes are often expressed in the Washington Administrative Code (WAC).
- The Des Moines Municipal Code (DMMC) is the laws for the our City and those ordinances have the same effect as state statutes – with some exception.
- The third area is the Council's own Rules of Procedure (Rules)
- The fourth area “case law” – the interpretation of law as pronounced by the courts of appeal and the state or U.S. Supreme Court.

Form of Government

- DMMC 1.12.010
- There is adopted for the city the classification of non-chartered code city, governed by the provisions of chapters 35A.02 and 35A.13 RCW.

Powers of the City Council

- **RCW 35A.11.010**
- **Rights, powers, and privileges.**
 - Each city governed under this optional municipal code, whether charter or noncharter, shall be entitled "City of " (naming it), and by such name shall have perpetual succession; may sue and be sued in all courts and proceedings; use a corporate seal approved by its legislative body; and, by and through its legislative body, such municipality may contract and be contracted with; may purchase, lease, receive, or otherwise acquire real and personal property of every kind, and use, enjoy, hold, lease, control, convey or otherwise dispose of it for the common benefit.

RCW 35A.11.020

Powers vested in legislative bodies of noncharter and charter code cities.

The legislative body of each code city shall have power to organize and regulate its internal affairs within the provisions of this title and its charter, if any; and to define the functions, powers, and duties of its officers and employees; within the limitations imposed by vested rights, to fix the compensation and working conditions of such officers and employees and establish and maintain civil service, or merit systems, retirement and pension systems not in conflict with the provisions of this title or of existing charter provisions until changed by the people...

Such body may adopt and enforce ordinances of all kinds relating to and regulating its local or municipal affairs and appropriate to the good government of the city, and may impose penalties of fine not exceeding five thousand dollars or imprisonment for any term not exceeding one year, or both, for the violation of such ordinances, constituting a misdemeanor or gross misdemeanor as provided therein. However, the punishment for any criminal ordinance shall be the same as the punishment provided in state law for the same crime. Such a body alternatively may provide that violation of such ordinances constitutes a civil violation subject to monetary penalty, but no act which is a state crime may be made a civil violation.

RCW 35A.11.020 (continued).

The legislative body of each code city shall have all powers possible for a city or town to have under the Constitution of this state, and not specifically denied to code cities by law. By way of illustration and not in limitation, such powers may be exercised in regard to the acquisition, sale, ownership, improvement, maintenance, protection, restoration, regulation, use, leasing, disposition, vacation, abandonment or beautification of public ways, real property of all kinds, waterways, structures, or any other improvement or use of real or personal property, in regard to all aspects of collective bargaining as provided for and subject to the provisions of chapter [41.56](#) RCW, as now or hereafter amended, and in the rendering of local social, cultural, recreational, educational, governmental, or corporate services, including operating and supplying of utilities and municipal services commonly or conveniently rendered by cities or towns.

RCW 35A.11.020 (continued).

In addition and not in limitation, the legislative body of each code city shall have any authority ever given to any class of municipality or to all municipalities of this state before or after the enactment of this title, such authority to be exercised in the manner provided, if any, by the granting statute, when not in conflict with this title. *Within constitutional limitations, legislative bodies of code cities shall have within their territorial limits all powers of taxation for local purposes except those which are expressly preempted by the state as provided in RCW 66.08.120, 82.36.440, 48.14.020, and 48.14.080.*

City Manager

- DMMC 2.04.010 – Duties
- The powers and duties of the city manager, appointed by the city council during such period that the council-manager plan of government is in effect in the city, shall be coextensive with those powers and duties prescribed by the laws of the state now in force or as may be subsequently amended.

City Manager

- RULE 11. The City Manager, as the chief executive officer and head of the administrative branch of City government or his/her designee, shall attend all meetings of the City Council, unless excused by the Presiding Officer or Council. The City Manager shall be responsible to the Council for the proper administration of all affairs of the City. The City Manager shall recommend for adoption by the Council such measures as he/she may deem necessary or expedient; prepare and submit to the Council such reports as may be required by that body or as the City Manager deems it advisable to submit; keep the Council fully advised as to the business of the City; and shall take part in the Council's discussion on all matters concerning the welfare of the City. In the event that both the City Manager and Assistant City Manager are unable to attend a Council meeting, the City Manager or Assistant City Manager shall appoint a key staff member to attend the meeting as the representative of City Administration. ⁹

Chapter 2.08 DMMC

- DMMC 2.08.010 – Statutory Offices.
- Pursuant to chapter [35A.13](#) RCW the statutory appointive offices of chief of police, city attorney, and city clerk are established.
- DMMC 2.08.050 – Departments, divisions, offices, employment:
 - The city manager is authorized to establish such departments, divisions, offices, and employments as the city manager may find necessary or advisable to properly manage the business and affairs of the city, subject to such direction as the city council may wish to exercise through the budgetary process.

City Manager – Powers and duties

RCW 35A.13.080

The powers and duties of the city manager shall be:

- (1) To have general supervision over the administrative affairs of the code city;
- (2) To appoint and remove at any time all department heads, officers, and employees of the code city, except members of the council, and subject to the provisions of any applicable law, rule, or regulation relating to civil service: PROVIDED, That the council may provide for the appointment by the mayor, subject to confirmation by the council, of a city planning commission, and other advisory citizens' committees, commissions, and boards advisory to the city council: PROVIDED FURTHER, That if the municipal judge of the code city is appointed, such appointment shall be made by the city manager subject to confirmation by the council, for a four year term. The council may cause an audit to be made of any department or office of the code city government and may select the persons to make it, without the advice or consent of the city manager;
- (3) To attend all meetings of the council at which his or her attendance may be required by that body;
- (4) To see that all laws and ordinances are faithfully executed, subject to the authority which the council may grant the mayor to maintain law and order in times of emergency;
- (5) To recommend for adoption by the council such measures as he or she may deem necessary or expedient;
- (6) To prepare and submit to the council such reports as may be required by that body or as he or she may deem it advisable to submit;
- (7) To keep the council fully advised of the financial condition of the code city and its future needs;
- (8) To prepare and submit to the council a proposed budget for the fiscal year, as required by chapter [35A.33](#) RCW, and to be responsible for its administration upon adoption;
- (9) To perform such other duties as the council may determine by ordinance or resolution.

City manager—Interference by Councilmembers.

- RCW 35A.13.120

- City manager—Interference by councilmembers.

- Neither the council, nor any of its committees or members, shall direct the appointment of any person to, or his or her removal from, office by the city manager or any of his or her subordinates. Except for the purpose of inquiry, the council and its members shall deal with the administrative service solely through the manager and neither the council nor any committee or member thereof shall give orders to any subordinate of the city manager, either publicly or privately.

The provisions of this section do not prohibit the council, while in open session, from fully and freely discussing with the city manager anything pertaining to appointments and removals of city officers and employees and city affairs.

- See also Council Rule 17

Council meetings.

• RCW 35A.12.110 [See also RCW 35A.13.170, 42.30.070, DMMC 4.04.010 and Council Rules 1-3, and 8]

• Council meetings.

• The city council and mayor shall meet regularly, at least once a month, at a place and at such times as may be designated by the city council. All final actions on resolutions and ordinances must take place within the corporate limits of the city. *Special meetings may be called by the mayor or any three members of the council by written notice delivered to each member of the council at least twenty-four hours before the time specified for the proposed meeting.* All actions that have heretofore been taken at special council meetings held pursuant to this section, but for which the number of hours of notice given has been at variance with requirements of RCW 42.30.080, are hereby validated. *All council meetings shall be open to the public except as permitted by chapter 42.30 RCW.* No ordinance or resolution shall be passed, or contract let or entered into, or bill for the payment of money allowed at any meeting not open to the public, nor at any public meeting the date of which is not fixed by ordinance, resolution, or rule, unless public notice of such meeting has been given by such notice to each local newspaper of general circulation and to each local radio or television station, as provided in RCW 42.30.080 as now or hereafter amended. *Meetings of the council shall be presided over by the mayor, if present, or otherwise by the mayor pro tempore, or deputy mayor if one has been appointed, or by a member of the council selected by a majority of the councilmembers at such meeting.* Appointment of a councilmember to preside over the meeting shall not in any way abridge his or her right to vote on matters coming before the council at such meeting. In the absence of the clerk, a deputy clerk or other qualified person appointed by the clerk, the mayor, or the council, may perform the duties of clerk at such meeting. A journal of all proceedings shall be kept, which shall be a public record.

Council—Quorum—Rules— Voting.

- RCW 35A.12.120: [See also RCW 35A.13.170 and Council Rule 6]
- At all meetings of the council a majority of the councilmembers shall constitute a quorum for the transaction of business, but a less number may adjourn from time to time and may compel the attendance of absent members in such manner and under such penalties as may be prescribed by ordinance. *The council shall determine its own rules and order of business, and may establish rules for the conduct of council meetings and the maintenance of order. At the desire of any member, any question shall be voted upon by roll call and the ayes and nays shall be recorded in the journal.*
- *The passage of any ordinance, grant or revocation of franchise or license, and any resolution for the payment of money shall require the affirmative vote of at least a majority of the whole membership of the council.*
- (See also DM City Council Rules of Procedure 6)

Voting

- RULE 22. The votes during all meetings of the Council shall be transacted as follows:
- (a) Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that *at the request of any Councilmember, a roll call vote shall be taken by the Clerk. The order of the roll call vote shall be determined by the Presiding Officer.*
- (b) In case of a tie in votes on any proposal, the proposal shall be considered lost.
- (c) Every member who was in the Council chambers when the question was put, shall give their vote unless the Councilmember excuses himself or herself in accordance with Rule 15. *If any unexcused Councilmember refuses to vote "aye" or "nay", their vote shall be counted as a "nay" vote.*
- (d) *The passage of any ordinance, grant or revocation of franchise or license, any resolution for the payment of money, any approval of warrants, and any resolution for the removal of the City Manager shall require the affirmative vote of at least a majority of the whole membership of the Council.*
- (e) The passage of any public emergency ordinance (an ordinance that takes effect immediately), expenditures for any calamity or violence of nature or riot or insurrection or war, and provisions for a lesser emergency such as a budget amendment shall require the affirmative vote of at least a majority plus one of the whole membership of the Council.
- (f) The passage of any motion or resolution not subject to the provisions of RCW, DMMC, or this Resolution as amended, shall require the affirmative vote of at least a majority of the membership of the Council who are present and eligible to vote.

Code of Ethics

- State law, codified at RCW 42.23.070, provides a code of ethics for county, city, and special purpose district officials. The code of ethics has four provisions, as follows:
- 1. No municipal officer may use his or her position to secure special privileges or exemptions for himself, herself or others;
- 2. No municipal officer may, directly or indirectly, give or receive any compensation, gift, gratuity, or reward from any source, except the employing municipality, for a matter connected with or related to the officer's services unless otherwise provided by law;

Code of Ethics, continued

- 3. No municipal officer may accept employment or engage in business that the officer might reasonably expect would require him or her to disclose confidential information acquired by reason of his or her official position;
- 4. No municipal officer may disclose confidential information gained by reason of the officer's position, nor may the officer use such information for his or her personal gain.

• This last provision is particularly significant because it potentially applies to disclosure of information learned by reason of attendance at an executive session. Clearly, executive sessions are meant to be confidential, but the Open Public Meetings Act does not address this issue. Arguably, **RCW 42.23.070(4)** *is applicable to information received in an executive session. See the section of this booklet on Open Public Meetings*

Q & A

- Question: Does the statute prohibit a local official from accepting gifts of minimal intrinsic value from someone who does or may seek to do business with his or her office?
- Answer: *Many officials, either because of the broad language of that statute or on principle, refuse to accept even a business lunch under those circumstances. Others regard items of only token or trivial value to be de minimus; i.e., of insufficient amount to cause legal concern.*

Q & A cont'd

- Question: May a city accept a valuable gift from a foreign dignitary in connection with a visit?
- Answer: *A common policy is to allow the acceptance of such a gift on behalf of the jurisdiction, but not for personal use. Arguably, under the wording of RCW 42.23.070(2), a jurisdiction may adopt a formal policy by local "law" governing such occasions, allowing exceptions in appropriate cases involving essentially personal items, subject to disclosure and other procedures to guard against abuse.*

More Q & A

- **Question:** May a local official permit an individual or company to pay his or her expenses for travel to view a site or plant in connection with business related to the official's office?
- **Answer:** *The statute can be construed to prevent an official from being "compensated" in that manner. On the other hand, payment of expenses for a business trip arguably does not constitute compensation. Prudence suggests that if the trip is determined to be meritorious (and assuming that there is no potential violation of the appearance of fairness doctrine, described in a later chapter), the city, county, or district itself should pay the expenses and any payment or reimbursement from a private source should be made to the jurisdiction.*

Appearance of Fairness in Quasi-judicial Hearings

- The Appearance of Fairness Doctrine requires that for justice. When the Council is acting in its quasi-judicial capacity the Doctrine applies. These hearings must not only be fair, they must also be free from even the appearance of unfairness. The cases usually involve land use matters, but the Doctrine has been applied to civil service and other hearings as well.
- See also Council Rule 15 for a more extensive discussion.

Do you want something on an Agenda?

- RULE 9. This rule specifies the method of preparation of a Council meeting agenda for meetings other than study sessions. *The Presiding Officer, three (3) Councilmembers, or the City Manager may introduce a new item to the preliminary agenda.* The Presiding Officer shall have the option of deleting any item, other than those items introduced by three (3) Councilmembers, from the preliminary agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda for a subsequent Council meeting. The City Clerk, under the direction of the City Manager, shall arrange a list of such matters according to the order of business and prepare a preliminary agenda for the Council. After the preliminary agenda has been approved by the Presiding Officer, a copy of the agenda and supporting materials shall be prepared for Councilmembers, the City Manager, and the press by close of business Friday prior to the Regular Council Meeting, except in case of an emergency.

Motions – Rule 19

- All items of business placed before the Council that require the expenditure of Council and/or administration resources, shall be in the form of an affirmative motion.
- (a) Rule 19(a) – Speaking to Motion. No member of the Council shall speak more than twice on the same motion except by consent of the majority of the Council Members present at the time the motion is before the Council. After the motion is put and before the next item is read, a member shall be able to speak briefly to the previous motion. Questions and answers by members of the Council are not considered as speaking to the motion.
- (b) Rule 19(b) – Time Limit. Each member of the Council shall speak for no more than ten (10) minutes unless granted an exemption by the majority of the Council.
- (c) Rule 19(c) – Donation of Time. No member of Council may give his allotted time to another member unless there is approval of the majority of the Council.
- *The City Attorney's Office will prepare motions for any item on a Council Agenda that you request.*

Ordinances

- **RULE 26.** The procedure for ordinances is as follows:
- (a) All ordinances shall have two separate readings. At each reading the title of an ordinance shall in all cases be read prior to its passage; provided that should a Councilmember request that the entire ordinance or certain of its sections be read, such requests shall be granted. Printed copies shall be made available upon request to any person attending a Council meeting.
- (b) The provision requiring two separate readings of an ordinance may be temporarily suspended at any meeting of the Council by a majority vote of all members present.
- (c) If a Motion to pass an ordinance to a second reading fails, the ordinance shall be considered lost.

Codified or Not

- Adding to, amending or repealing ordinances that are in the DMMC or seek to be in the DMMC are codified; i.e., they are put in the DMMC by Code Publishing.
- Those ordinances that require an ordinance format, such as the annual budget are not “codified” and would not be found in the DMMC but will appear as ordinances of the City duly passed.

Resolutions

- Rule 25.
- A resolution may be put to its final passage on the same day on which it was introduced. The title of each resolution shall in all cases be read prior to its passage; provided, should a Councilmember request that the entire resolution or certain of its sections be read, such requests shall be granted Printed copies shall be made available upon request to any person attending a Council meeting.

Ordinances, Resolutions and Motions

- An ordinance is more permanent in nature and has the force and effect of law.
- A resolution is more transitory; a resolution to grant authority to sign a contract, appoint citizens to committees, etc.
- Motions are even more transitory, usually made from the floor and could amend ordinances or resolutions or stand alone.
- Generally, any action taken by motion can be taken as a resolution, any action taken by resolution but not all actions taken by resolution can be taken by ordinance.

Questions or Comments

- Any additional questions or comments that are not addressed at this meeting can be directed to:
- Pat Bosmans
- (206) 870-6526
- Pbosmans@desmoineswa.gov

Thank you

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DES MOINES CITY COUNCIL RULES OF PROCEDURE**LEGAL AUTHORITY****SECTION I
COUNCIL MEETINGS****RULE 1. COUNCIL MEETING - LOCATION**

- **Rule required by RCW 35A.13.170; RCW 35A.12.110; RCW 42.30.070; and DMMC 4.04.010.**

RULE 2. COUNCIL MEETING – TIME

- **Rule required by RCW 35A.13.170; RCW 35A.12.110; RCW 42.30.070; and DMMC 4.04.020.**

RULE 3. COUNCIL MEETINGS - OPEN TO THE PUBLIC

- **Rule required by RCW 42.30.030.**

RULE 4. ELECTION OF OFFICERS

- **Rule required by RCW 35A.13.030 and RCW 35A.13.035.**

RULE 5. PRESIDING OFFICER

- **Rule required by RCW 35A.13.030.**

RULE 6. QUORUM

- **Rule required by RCW 35A.13.170 and RCW 35A.12.120.**

RULE 7. ATTENDANCE, EXCUSED ABSENCES

- **Rule required by RCW 35A.13.020 and RCW 35A.12.060.**

RULE 8. SPECIAL COUNCIL MEETINGS

- **Rule required by RCW 42.30.080.**

RULE 9. COUNCIL MEETING AGENDA

- **Rule required by RCW 35A.12.160; and DMMC 4.04.030.**

RULE 10. STUDY SESSIONS

- **Apparently only local rule.**

RULE 11. CITY MANAGER

- **Rule required by RCW 35A.13.080 and Chapter 2.04 DMMC.**

RULE 12. CLERK

- **Rule required by RCW 35A.13.080; RCW 35A.13.090; RCW 35.23.121 and DMMC 2.08.040.**

**DES MOINES CITY COUNCIL RULES OF PROCEDURE
(CONTINUED)**

**SECTION II
DUTIES AND PRIVILEGES OF MEMBERS**

RULE 13. FORMS OF ADDRESS

- **Apparently only local rule.**

RULE 14. SEATING ARRANGEMENT

- **Apparently only local rule.**

RULE 15. APPEARANCE OF FAIRNESS DOCTRINE

- **Required by Chapter 42.36. RCW**

RULE 16. DISSENTS AND PROTESTS

- **Apparently only local rule.**

RULE 17. ADMINISTRATIVE INTERFERENCE BY COUNCILMEMBERS

- **Rule required by Chapter 42.36 RCW RCW 35A.13.120.**

**SECTION III
COUNCIL PROCEDURES**

RULE 18. RULES OF ORDER

- **Apparently only local rule.**

RULE 19. MOTIONS

- **Per Roberts' Rules of Order.**

RULE 20. ORDER OF BUSINESS

- **Generally per Roberts' Rule of Order Section, and local practice.**

RULE 21. ACTIONS FOR A PUBLIC HEARING

- **Required by Chapter 42.36 RCW; caselaw concerning land use; and local practice.**

RULE 22. VOTING

- **Rule required by RCW 35A.13.170; RCW 35A.13.190; RCW 35A.12.120; and RCW 35A.33.120.**

RULE 23. COMMITTEES

- **Apparently only local rule.**

RULE 24. ENACTED ORDINANCES, RESOLUTIONS AND MOTIONS

- **Local definition consistent with RCW 42.30.020(3).**

RULE 25. RESOLUTIONS

- **Apparently only local rule.**

RULE 26. ORDINANCES

- **Apparently only local rule.**

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**DES MOINES CITY COUNCIL RULES OF PROCEDURE
(CONTINUED)**

RULE 27. PERMISSION REQUIRED TO ADDRESS THE COUNCIL

- **Apparently only local rule.**

RULE 28. RECONSIDERATION

- **Per Roberts' Rule of Order Section 36.**

**RULE 29. LEGISLATIVE PROCESS, PREPARATION, INTRODUCTION AND
FLOW OF ORDINANCES AND RESOLUTIONS AND MOTIONS**

- **Apparently only local rule.**

**RULE 30. COUNCIL RELATIONS WITH BOARDS, COMMISSIONS AND
COUNCIL CITIZEN ADVISORY BODIES**

- **Apparently only local rule; consistent with DMMC Chapter 4.24.**

RULE 31. COMPLAINTS AND SUGGESTIONS TO COUNCIL

- **Apparently only local rule.**

**RULE 32. ADMINISTRATIVE COMPLAINTS MADE DIRECTLY TO
INDIVIDUAL COUNCILMEMBERS**

- **Local implementation of rule required by RCW 35A.13.120.**

RULE 33. FILLING COUNCIL VACANCIES

- **Rule required by RCW 35A.13.020; RCW 35A.12.030 – RCW 35A.12.065.**

**RULE 34. PHOTOGRAPHS, MOTION PICTURES, VIDEO TAPE --
PERMISSION REQUIRED FOR ARTIFICIAL ILLUMINATION**

- **As permitted by First Amendment, Chapter 42.30 RCW; and 1998 Attorney General Opinion No. 15.**

RULE 35. AUDIO RECORDINGS OF MEETINGS

- **Local rule only.**

**RULE 36. VIDEO RECORDING AND BROADCAST OF REGULAR
MEETINGS**

- **As permitted by First Amendment, Chapter 42.30 RCW; and 1998 Attorney General Opinion No. 15.**

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New Attorney General Opinion on Binding Future Local Government Legislative Bodies

May 30, 2012 by Pam James

In a formal opinion issued on May 15, 2012, the office of the attorney general addressed an issue that MRSC attorneys have been asked about, and have wrestled with, for many years - when may a current local government legislative body contractually bind future members of the body for some period after the end of the terms of the current members of the body? Or, in other words, to what extent may a current legislative body impair the authority of future bodies? Although specifically addressing a county legislative authority, this opinion, AGO 2012 No. 4, can be applied generally to any elected local government legislative body such as a city council or special district governing board.

This formal opinion concludes that a county legislative authority is generally prohibited from entering into contracts that bind the future *legislative* actions of the county. The application of this principle depends upon a distinction between *actions that are legislative in nature* and those that are merely *administrative* or *proprietary*. As stated in this opinion, an important difference exists between these types of actions:

The hallmark of the first category is the authority of a legislative body to exercise continuing discretion in the setting of legal standards to govern behavior within the jurisdiction. If a contract impairs this "core" legislative discretion, eliminating or substantially reducing the discretion future bodies might exercise, the courts are likely to find that the contract has improperly impaired the legislative authority of future commissioners. By contrast, counties have, and greatly need, authority to enter into contracts and make administrative decisions concerning the management of public property and the day-to-day conduct of government business. A contract that facilitates public administration, and which places no significant constraint on future policy-making is likely to be upheld.

So, the conclusion of this opinion, applied to local elected legislative bodies in general, is that such a body may not contract away the legislative discretion of that body in the future to establish laws or create public policy relating to governmental functions, such as matters dealing with licensing, levying taxes, and land use and other police power regulations. However, a local government should be bound by a contract made by its previous governing bodies when the subject of the contract involves a proprietary or administrative activity.

This issue comes up most often after an election and before the newly-elected members of a local legislative body take office. Sometimes during this period, the departing members of a local legislative body want to leave a legacy well beyond their tenure. This AGO provides some needed guidance as to the legacy that may be left.

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Government 101 (2) – Open Public Meetings Act & Public Records

FOR AGENDA OF: 1/14/2016

DEPT. OF ORIGIN: Legal

ATTACHMENTS:

DATE SUBMITTED: 1/7/2016

1. Government 101 (2) – Open Public Meetings Act & Public Records Slideshow
2. PRA – Agency Obligations: A Starting Point
3. PRA – How to Perform an Adequate Search for Records
4. Electronic Records – PRA and Records Retention – Practice Tips
5. Electronic Records – PRA and Records Retention – Do's and Don'ts
6. OPMA – Agency Obligations: A Starting Point
7. OPMA – Executive Sessions

CLEARANCES:

- ☒ Legal 
- ☐ Finance N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☐ Planning, Building & Public Works N/A
- ☐ Police N/A
- ☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this Agenda Item is to provide the City Council and the public an introduction to the Open Public Meetings Act and the Public Records Act. The power point presentation and attachments are intended as a resource for Council and the public.

This Agenda Item is a presentation in a series related to how local government works. If there are other issues the Council would like more information on please ask and we will address them at a future meeting.

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E-Mail as a Public Record

Prepared by Pat Bosmans with help from MRSC for the City of Des Moines

Cost of Non-Compliance

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CITY OF DES MOINES
 21630 11TH AVENUE SOUTH
 DES MOINES, WA 98198-6398
 (206) 878-4595

PAY TO THE ORDER OF
 IOLTA ACCOUNT, WILLIAM JOHN CRITTENDEN
 ATTORNEY AT LAW
 927 NORTH NORTHLAKE WY STE 301
 SEATTLE, WA 98103

PAY
 Eighty Three Thousand Five Hundred Dollars and No Cents

DATE
 11/15/2006

CHECK NUMBER
 007122

CHECK AMOUNT
 83,500.00

SIGNATURE
[Signature]
[Signature]

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Public Records Overview

- What is the Public Records Law
- E-Mail as part of public records



The Law

- All e-mail messages that are sent or received that contain info about business activities, and that can function as evidence of business transactions are, regardless of recorded medium, part of the records of the City and must be managed in accordance with the General Records Act Chapter 40.14 RCW, the Public Disclosure Law, Chapter 42.56 RCW, Essential Records, Chapter 40.10 RCW and Penal provisions Chapter 40.16 RCW

What Is a Public Record?

- Any “writing” that contains information relating to the conduct of government or the performance of any governmental or proprietary function.





Property of the State of WA

- All public records are the property of the State of Washington (RCW 40.14.020) and may not be destroyed except according to a records retention schedule adopted pursuant to RCW 40.14.070)



What Is a “Writing”?

- All forms of communication: written, audio, visual
- Includes: papers, audio recordings, photos, film, maps, charts, electronic databases, budgets, blueprints, etc.
- Includes e-mails
- Content, not medium, controls



REMEMBER

- CONSIDER THE CONTENT OF THE EMAIL AND NOT THE FORM IT'S IN



E-Mail May Be a Public Record

- Just a different form of writing – not a separate analysis
- Treat as any other written document
- Whether it is a public record is based on content of e-mail not fact it is an e-mail



EMAIL THAT ARE RECORDS

- Policies and directives
- Correspondence or memos related to official business
- Work schedules and assignment
- Agendas and minutes of meetings
- Drafts of documents that are circulated for comment or approval



Email as Records continued

- Any document that initiates, authorizes, or completes a business transaction
- Final reports or recommendations



Retention of E-Mail

- If a public record, should be kept for retention period in General Retention Schedule based on content
- Remember, e-mails on home computers must be retained if public records



Emails with no retention value

- Personal messages and announcements not related to official business
- Info – only copies or extracts of documents distributed for convenience or reference
- Published reference materials
- Copies of inter- or intra-agency memos, bulletins
- Announcements of social events, such as retirement parties or holiday celebrations



Release of E-mails

- May be accessed and monitored in the normal course of business by system administrators, supervisors and support staff
- May be releaseable to the public
- May require special measures for privacy protection
- Are subject to discovery proceedings in legal actions



HINTS

- Generally speaking, the individual who sends an e-mail should maintain the record copy of the message.
- Put subject lines in e-mail so that you can file messages.
- E-mail should be filed in folders in your Outlook



FAQ: Can I print a message, and then delete them?

- Yes, but include the name of the sender, name of recipient, date and time of transmission and/or receipt. After the e-mail is printed retain it as you would if the document had come to you in a printed format.



FAQ: What about 'drafts'?

- Draft documents or working papers that are circulated via e-mail, that propose or evaluate high-level policies or decisions and provide unique info that contributes to the understanding of major decisions of the agency should be preserved according to the retention schedule.



FAQ: What about attachments?

- File them with other electronic documents on your PC or network and apply the appropriate retention schedule.



FAQ: What about multiple copies of the same documents

- If you do not have the primary responsibility for the document and if you have no business need to retain it, the document is an informational copy and subject to deletion/destruction at will.



FAQ: Do I need to keep the distribution lists?

- If you send to a distribution list, you must also keep a copy of the members of that list for as long as you are required to keep the message itself.

PRA – AGENCY OBLIGATIONS: A STARTING POINT

CHECKLIST

For Local Government Success



The Public Records Act (PRA) establishes basic procedural requirements that each agency must adopt. Use this checklist as a start for PRA compliance.* For more information and resources visit www.mrsc.org/opmapra.

☐ Assign a Public Records Officer (PRO)

Post the PRO's contact information at the agency's place of business, on the agency's website (if any), and in any relevant publications. [RCW 42.56.580](#).

☐ Adopt a Local Public Records Act Policy

The local PRA policy should outline reasonable regulations for the agency's handling of public records requests, such as the agency's response process when it receives a records request. The policy must be prominently displayed. [RCW 42.56.040](#).

☐ Publish a List of Exemptions and Prohibitions Found Outside the PRA

Publish a list of exemptions and prohibitions to disclosure other than those listed in the PRA. [RCW 42.56.070](#). Examples of these other types of exemptions and prohibitions can be found in Appendix C of MRSC's *Public Records Act* publication.

☐ Maintain an Index of Public Records

Maintain a current index of many types of agency records unless to do so would be unduly burdensome for the agency. If it's unduly burdensome, the agency must adopt a formal order specifying the reasons why and the extent to which compliance would unduly burden or interfere with agency operations. [RCW 42.56.070](#).

☐ Adopt a PRA Fee Schedule

Establish fees for PRA costs, including costs for hard copies, electronic copies, and mailing costs. [RCW 42.56.070](#) and [RCW 42.56.120](#).

☐ Provide for a Review Procedure for any Denial of Records

An agency must provide for review of a denial to inspect records. The review can be conducted by the PRO's supervisor, the agency's attorney, or any individual designated by the agency. Review is deemed complete two business days after the initial denial. [RCW 42.56.520](#).

☐ PRA Training Requirements, Effective July 1, 2014 (see Office of the Attorney General: *Open Government Training Act Q & A*):

- Every local elected official and every local government PRO must receive records training (PRA training concerning [chapter 42.56 RCW](#) and records retention training concerning [chapter 40.14 RCW](#)).
- This training must be completed no later than 90 days after these elected officials and PROs take their oath of office or assume their duties. They must also receive "refresher" training at intervals of no more than four years.

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PRA – HOW TO PERFORM AN ADEQUATE SEARCH FOR RECORDS

PRACTICE TIPS

For Local Government Success



The Public Records Act (PRA), chapter 42.56 RCW, requires that agencies perform an adequate search to locate records responsive to a public records request. The PRA itself doesn't provide detailed provisions on how to conduct an adequate search. Rather, such requirements can be found in court decisions interpreting the PRA, including *Neighborhood Alliance v. Spokane County*, 172 Wn.2d 702 (2011). These practice tips are based on such case law. Use these tips to guide your agency's search for responsive records.* *For more information and resources visit www.mrsc.org/opmapra.*

Adopt a Standard Methodology to Search for Records
(This methodology will apply to each search.)

1

Records organization. Understand how each department within your agency organizes and retains its records.

Implement an effective system for locating and collecting responsive records. With an effective system in place, an agency can more efficiently find records responsive to a PRA request and more easily defend itself against a challenge that its search for records was inadequate, especially in situations in which the agency finds no records responsive to a PRA request.

a. How does the agency inform applicable staff and officials about a PRA request?

TIP: Consider having the Public Records Officer (PRO) email the records request to applicable staff and officials and require them to actively respond regarding whether they have responsive records via the "voting" function in Microsoft Outlook (or equivalent).

b. Who searches for the records?

TIP: If the PRO searches for records, consider developing a "tip sheet" identifying locations to search for commonly-requested records, listing commonly-used search terms, and providing other key information (see below).

Specific Search Tips For Processing PRA Requests

(These tips are generally applicable to all requests and some are particularly useful for non-routine requests.)

Be clear on what the requester is seeking.

- In determining the scope of the search, take care not to interpret the request too narrowly.
- If the request is unclear, seek clarification from the requester.
- Document any communication the agency has with the requester.

1

*DISCLAIMER: These practice tips are meant to provide tips on how to perform an adequate search; the tips aren't intended to be regarded as specific legal advice. Consult with your agency's attorney about this topic as well.

2	Inform staff and officials of PRA requests in a timely manner. • As soon as possible after receiving a PRA request, alert all agency staff and officials who may possess or know about any records responsive to the request. • Consider providing a PRA "hold memo" to applicable staff and officials regarding all responsive records, including those records scheduled for destruction under the agency's records management protocol. • The PRO should work closely with the agency's legal counsel, as needed, early and throughout the process so the legal counsel can provide guidance on any issues as they arise.
3	Ask the right staff the right questions. • Create a list of individual staff, officials, and departments that may have responsive records; meet with those staff and officials to discuss the PRA request. • Brainstorm and list potential record types and locations. • Develop search terms to use in locating responsive records.
4	Search every place a record is reasonably likely to be located. • Think through whether records may be located in multiple records systems (e.g., agency and personal computers, hard copy files, voicemails) and search those locations if responsive records may exist there. • If the requester provides the agency with suggested search terms, don't limit your agency's search only to those terms. Instead, conduct the search based on all search terms that are reasonably likely to uncover all responsive records. • Reasonableness and adequacy of search are key: the agency must show that it made good faith search efforts that were <i>reasonably calculated to uncover all responsive records</i>.
5	Follow any obvious leads as they are uncovered.
6	Document, document, document your search. (Show your work.) • Document which search terms were used and which locations were searched. • If challenged, the agency can include such search details in declarations defending the agency's search. • Documenting search efforts at the time of the search avoids having to reconstruct the search at a later date, maintains accurate search information, and reduces the time and effort required by staff to show the search was adequate. • Effectively track PRA requests, searches, and responses through electronic means (e.g., software) and/or on a combined records request/search/tracking form.
7	Consider informing the requester of the locations searched and the search terms used.

Take Away Points



1. A search is measured by the standard of reasonableness.
2. An adequate search is a prerequisite to an adequate response.

Key Questions for Your Agency

1. Was the search reasonably calculated to uncover all responsive records?
2. Can my agency effectively show that an adequate search was conducted?

ELECTRONIC RECORDS – PRA AND RECORDS RETENTION

PRACTICE TIPS

For Local Government Success



MRSC



These practice tips are intended to provide practical information to local government officials and staff about electronic records and requirements under the Public Records Act (PRA) (chapter 42.56 RCW) and records retention law (chapter 40.14 RCW). The tips are based on real-world experiences, as played out in our courts and otherwise. * For more information and resources visit www.mrsc.org/opmapra.

Key Initial Point

In the context of these practice tips, it's important to keep in mind that the vast majority of records – including electronic records – that agencies deal with are public records. That said, it's also important to recognize that: (1) not all records prepared, owned, used, or retained by an agency are public records; and (2) not all public records have retention value.

Key Terms as Used in These Practice Tips

Electronic record: An electronic record (e-record) is a record you can access through an electronic device. E-records include documents, emails, voice messages, texts, tweets, instant messages, photos, and videos.

Electronic device: An electronic device (e-device) is any device you can use to access e-records. E-devices include desktop computers, laptops, smart phones, other cell phones, and tablets.

Remember These General Principles for Electronic Records

1. **Think *before* you "POUR."** Regardless of the e-device you use to create or access an e-record, if that e-record, no matter its form, is prepared, owned, used, or retained by the agency, and its content relates to the conduct of government or the performance of any governmental or proprietary function, it's a public record.
2. **Establish agency policies/procedures.** Agencies should adopt effective policies and/or procedures related to e-communications and e-devices, including appropriate use and retention requirements.
3. **Failure to comply can be costly.** Knowledge of, and compliance with, the rules that apply to production and retention of e-records and use of e-devices is essential, because even inadvertent mistakes can result in *serious consequences* for your agency.

What kind of consequences? If a PRA requester wins in court, an agency will be subject to daily penalties ranging from \$0-\$100 per day (the trial court decides the amount), and the court will award attorney fees and costs to the requester. In the context of records retention requirements, it's a

felony to willfully and unlawfully destroy public records. Also, lack of compliance commonly leads to lost productivity because agency resources are diverted from other tasks to defend the agency's actions, as well as to a loss of public trust in the agency's commitment to open government. See, e.g., RCW 42.56.550 (PRA penalties), chapter 40.16 RCW (injury to and misappropriation of a public record).

4. **Be aware of metadata.** Metadata is data about data, or hidden information, about e-records that's automatically created by software programs, and which describes the history, tracking, and/or management of an e-record. Metadata is subject to the PRA, but a requester must specifically ask for metadata for an agency to be required to produce it. See, e.g., *O'Neill v. City of Shoreline*, 170 Wn.2d 138, 147-52 (2010).

E-DEVICE

Should I Use My Agency E-Device or My Personal E-Device for Agency Business?

It's best to use only agency-issued e-devices to conduct agency business. By doing so, you allow your agency to properly **retain its public records** and **locate those records** in response to a PRA request. Also, you eliminate the basis for a search of your personal e-devices in response to a PRA request (see below).

But What If I Happen to Use a Non-Agency E-Device to Conduct Agency Business?

Preferred option: If agency staff and officials will be using e-devices to conduct agency business off-site and/or remotely, we recommend that your agency set-up a remote system that allows agency personnel to securely access the agency's network via non-agency devices.

Alternative option if your agency doesn't have such a remote access system: If you don't have the option of accessing your agency's system remotely as above described, it's critical to ensure that agency and non-agency e-records are easily distinguishable and not mixed together on your non-agency e-device. This can be done, for example, by keeping all of your agency related e-files in a separate folder.

But keep in mind ... If you use a non-agency e-device to conduct agency business, that device could be subject to a search in response to a PRA request.

Don't I Have Privacy Rights Related to My Personal E-Devices?

Yes, but those rights are conditional when public records are involved. For example, there have been PRA lawsuits in which courts have ordered searches of the personal computers of agency officials for public records that may have been improperly withheld.

TEXT MESSAGE

Can I Send Agency-Related Text Messages from a Cell Phone or Smartphone?

Yes, but keep in mind that texting creates unique challenges. If you use texting (or instant messaging) to conduct agency business, key considerations for you and your agency relate to who has custody and control of the record, and how to access and retain such records. Commonly, the service provider (e.g., phone company) will retain texts only for a limited time (e.g., 5-10 days).

Recommendation: If texting is used to conduct agency business, consider adopting and enforcing an agency policy that limits texting to those for whom it's truly necessary (e.g., for specified law enforcement and emergency management functions). Also, use capture tools (i.e., software) to capture all texts and retain those that have retention value.

EMAIL

Should I Use My Agency Email Account or My Personal Email Account for Agency Business?

It's best to use only an agency-issued email account for agency business. Just like use of agency e-devices, use of agency email accounts allows your agency to properly retain its emails and locate them in response to a PRA request. This principle applies as well for other e-communications related to agency business (e.g., texts, instant messages, tweets).

But What If I Receive an Email on My Personal Email Account That Relates to Agency Business?

If this occurs, **forward that email to your agency email account** and advise the sender that you don't use your personal email address to conduct agency business, and to send any future agency-related emails to your agency email address.

But What If My Agency Doesn't Have Agency-Issued Email Accounts?

Urge your agency to establish an email system that allows the agency to assign individual addresses to each official and staff member. If the agency doesn't set up an agency email system, you should create a separate email account that's used solely for agency business (e.g., commissioner-jones@gmail.com, councilmember-robertson@msn.com).

And keep in mind ... If you use a non-agency email address/account, consult with your agency's public records officer and legal counsel to address issues such as determining how those records will be retained in compliance with records retention law, and how the records will be located and made available in response to a PRA request.

VOICE MAIL

Do I Have to Keep Voice Mail Messages?

If a voice mail message relates to agency business and it has retention value, that message needs to be captured electronically and, if that's not possible, the content of the message needs to be saved in some other manner.

Recommendation: The agency should have a voice message system that allows it to capture voice mail messages electronically, such as through an integrated voice mail and email system, so all voice messages are created also as e-files that become part of the email system. If that's not possible, it's recommended that the agency save voice mail messages through some other means.

SOCIAL MEDIA

What Are Some Public Records Considerations Related to Social Media?

Facebook and Twitter, for example, can be effective tools to connect with the public. But, if your agency is going to create social media accounts, public records considerations need to be thought through and addressed. Unless the agency is posting only secondary copies of agency records to, for example, the agency's Facebook page or Twitter feed, it's advisable to presume that all posts, comments, and tweets are public records and to consider how to manage posts and tweets, retain such records, and use **software tools** to capture those records.

Recommendation: Don't use your personal Facebook page, Twitter feed, or blog for agency business. It's advisable for agencies to have clear and enforceable policies regarding such activities. Also, if you're an incumbent elected official who is a candidate, don't mix your election activities with agency business.

*DISCLAIMER: These practice tips are meant to provide practical information to local government officials and staff about electronic records and requirements under the PRA and records retention law. The tips aren't intended to be regarded as specific legal advice. Consult with your agency's attorney about this topic as well.

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ELECTRONIC RECORDS – PRA AND RECORDS RETENTION

DO'S AND DON'TS

For Local Government Success



These Do's and Don'ts are intended to provide summary guidance related to use of electronic records and electronic devices in compliance with the Public Records Act (PRA) (chapter 42.56 RCW) and records retention law (chapter 40.14 RCW). For a more thorough analysis of these issues, please review our related guide: *Electronic Records – PRA and Records Retention Practice Tips*. * For more information and resources also visit www.mrsc.org/opmapra.

	Do	Don't
Agency Computer	Do use your agency computer to conduct agency business. This allows your agency to retain records appropriately and locate such records in response to a PRA request.	Don't delete records from your agency computer (or any computer) unless you're certain the records aren't public records, or the records are past their required record retention period. (If you have any doubt about deleting records, check with your agency's legal counsel.)
Personal Computers	Do use your personal computer to remotely access your agency's file server and email server (if your agency allows for such remote access).	Don't use your personal computer to conduct agency business unless you do so by accessing your agency's server(s) remotely. If that's not possible and you use your personal computer to conduct agency business, make sure that you: • Retain all public records with retention value; and • Provide those records to your agency so the agency can retain the records appropriately and make them available if a PRA request is made for such records.
Agency Email Account	Do use your agency email account to conduct agency business. This allows your agency to retain its records appropriately and to locate such records in response to a PRA request.	Don't delete emails sent or received from your agency email account unless you're certain the emails aren't public records, or the emails are past their required record retention period. (If you have any doubt about deleting emails, check with your agency's legal counsel.)

Personal Email Account	Do forward any agency-related emails received on your personal email account to your agency email account. Do instruct the sender that you don't conduct agency business via your personal email account(s), and to send all emails related to agency business to your agency email address.	Don't use your personal email account for agency business, unless your agency doesn't provide agency email accounts. If you must use a personal email account for agency business, set-up a unique email account solely for agency business, clearly segregate agency-related emails from personal emails, and provide all agency-related emails to your agency so those records can be retained appropriately and made available if a PRA request is made for such records.
Texting on Agency Devices and Personal Devices	Do follow your agency policy related to texting. If your agency doesn't have a policy, make sure you're retaining all agency-related text messages for their full retention period. If you send or receive agency-related text messages via a non-agency device, provide those messages to your agency so they can be retained appropriately and made available if a PRA request is made for such records.	Don't text in violation of your agency's policy. Don't use texting for agency-related business without a clear understanding of how those messages are being retained by the provider (e.g., phone company) and by your agency. Text messages, like emails, can be public records that must be retained by your agency, and such records may need to be provided in response to a PRA request.
Voice Mail Messages on Agency Phones and Personal Phones	Do, if possible, capture all agency-related voice mail messages through an integrated voice mail and email system. If that's not possible, save voice mails with retention value through other means.	Don't delete all agency-related voice mails once you have listened to them. Like email and text messages, voice mails can be public records that must be retained by your agency, and such records may need to be provided in response to a PRA request.
Agency Social Media	Do try to post only secondary copies of content on agency social media sites. That way, the agency won't have to separately retain all of the content of the social media sites. If that's not possible, your agency should consider purchasing software that captures and archives social media sites.	Don't set up and use an agency social media site, and don't edit and delete content on your agency's social media site(s), without complying with records retention and PRA requirements.
Personal Social Media	Do abstain from discussing agency business via your personal social media accounts. If you post or exchange agency-related communications via your personal site, make sure you comply with records retention and PRA requirements.	Don't conduct agency business via your personal social media site. Agency-related records can be public records, subject to retention requirements and the PRA, even if the records are located on your personal social media site. If you're an incumbent elected official who is a candidate, don't mix your election activities with agency business via use of social media.

*DISCLAIMER: These Do's and Don'ts are meant to provide summary tips related to use of electronic records and electronic devices in compliance with the PRA and the records retention law. The tips aren't intended to be regarded as specific legal advice. Consult with your agency's attorney about this topic as well.

OPMA – AGENCY OBLIGATIONS: A STARTING POINT

PRACTICE TIPS

For Local Government Success



The basic requirement of the Open Public Meetings Act (OPMA) is that meetings of governing bodies be open and public. Use these practice tips to guide your agency's OPMA compliance. *For more information and resources visit www.mrsc.org/opmapra

Basic Requirements

- **All meetings open and public.** All meetings of governing bodies of public agencies must be open to the public, except for certain exceptions outlined in the OPMA. RCW 42.30.030.
- **Quorum.** Generally, a meeting occurs when a quorum (majority) of the governing body is in attendance and action is taken, which includes discussion or deliberation as well as voting. RCW 42.30.020(2) & (3).
- **Attendees.** All persons must be permitted to attend and attendees cannot be required to register their names or other information as a condition of attendance. Disruptive and disorderly attendees may be removed. RCW 42.30.040 & .050.
- **No secret ballots.** Votes may not be taken by secret ballot. RCW 42.30.060(2).
- **Adoption of ordinances.** Ordinances, resolutions, rules, regulations, and orders must be adopted at a public meeting or they are invalid. RCW 42.30.060(1).

Position in Agency

Required to Comply

Member of a governing body	Yes
City or Town Councilmember or Mayor	
County Commissioner or County Councilmember	
☐ Special Purpose District Commissioner/Board Member	
Member of a subagency created by ordinance or legislative act, e.g.:	Yes
☐ Planning Commission	
☐ Library Board	
☐ Parks Board	
☐ Civil Service Commission	
Member of a committee	Yes
☐ Committees that act on behalf of the governing body, conduct hearings, or take testimony or public comment	
Agency staff	No

Penalties for Noncompliance

- **Actions null and void.** Any action taken at a meeting which fails to comply with the provisions of the OPMA is null and void. RCW 42.30.060(1).
- **Personal liability.** Potential personal liability of \$100 for any member of a governing body who attends a meeting knowing that it violates the OPMA. RCW 42.30.120(1).
- **Agency liability.** Any person who prevails against an agency in any action in the courts for a violation of the OPMA will be awarded all costs, including attorney fees, incurred in connection with such legal action. RCW 42.30.120(2).

OPMA Training Requirements, Effective July 1, 2014

- Every member of a governing body of a public agency must complete training requirements on the OPMA within 90 days of assuming office or taking the oath of office.
- In addition, every member of a governing body must complete training at intervals of no more than four years as long as they remain in office.

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OPMA – EXECUTIVE SESSIONS

CHECKLIST

For Local Government Success



The Open Public Meetings Act (OPMA) requires specific steps be taken in order to hold an executive session. Use this checklist to guide your agency's compliance with the OPMA related to executive sessions.* For more information and resources visit www.mrsc.org/opmapro.

	Requirement	Completed/ Applicable
Meeting	An executive session can only be held as part of a regular or special meeting.	☐
Purpose	The presiding officer announces in open session the purpose of the executive session.	☐
End Time	The presiding officer announces in open session the time the executive session will end.	☐
Legal Counsel	Legal counsel is present during the executive session, if required. (See topics below and on the next page for discussions that require the presence of legal counsel.)	☐
Confidentiality	At the start of the executive session, participants are reminded that discussions are confidential.	☐
Topics	Related to local governments, the following topics set forth in RCW 42.30.110(1) can be discussed in executive session:	
	• Matters affecting national security. RCW 42.30.110(1)(a).	☐
	• Lease or purchase of real estate if there's a likelihood that disclosure would increase the price. RCW 42.30.110(1)(b).	☐
	• Consideration of the minimum offering price for sale or lease of real estate if there's a likelihood that disclosure would decrease the price. RCW 42.30.110(1)(c). □ Note: Final action selling or leasing public property must be taken in open session.	☐
	• Negotiations on the performance of a publicly bid contract. RCW 42.30.110(1)(d). See back of page.	☐
	• Complaints or charges brought against a public officer or employee. RCW 42.30.110(1)(f). □ Note: At accused's request, discussion must be in open session.	☐
	• Qualifications of an applicant for public employment. RCW 42.30.110(1)(g). See back of page.	☐
	• Performance of a public employee. RCW 42.30.110(1)(g). See back of page.	☐
	• Qualifications of an applicant/candidate for appointment to elective office. RCW 42.30.110(1)(h). See back of page.	☐
	• Agency enforcement actions. RCW 42.30.110(1)(i). See back of page. □ Note: Requires presence of legal counsel.	☐
	• Current or potential litigation. RCW 42.30.110(1)(i). See back of page. □ Note: Requires presence of legal counsel.	☐
	• Legal risks of current or proposed action. RCW 42.30.110(1)(i). See back of page. □ Note: Requires presence of legal counsel.	☐
Extended End Time	If the executive session is not completed by the originally announced end time, the presiding officer announces the extended end time in open session before returning to executive session.	☐
Resumption	Open session is not resumed until after the announced end time.	☐

Meeting Date _____ Form Completed By _____
Attendees _____

*DISCLAIMER: This checklist is meant to provide summary information on executive sessions; the checklist is not intended to be regarded as specific legal advice. Consult with your agency's attorney about this topic as well.

May 2014

OPMA – EXECUTIVE SESSION PROCEDURES

PRACTICE TIPS*

For Local Government Success



An executive session must begin after a regular or special meeting is convened and adjourn before the meeting ends. While an executive session will therefore always be a part of a regular or special meeting, it is possible to hold a special meeting for the sole purpose of holding an executive session.

To start, the chair must announce the executive session to those in attendance at the meeting, including: (1) the purpose of the executive session; and (2) the time when the executive session will end.

Announced Purpose and Topics of Discussion: The announced purpose of the executive session must be one of the statutorily-identified purposes for which an executive session may be held. The announcement must contain enough detail to identify the purpose as falling within the limits of the law.

It would not be sufficient, for example, for a meeting chair to declare simply that the governing body will now meet in executive session to discuss "personnel matters." Discussion of personnel matters, in general, is not an authorized purpose for holding an executive session; only certain specific issues relating to personnel may be addressed in executive session.

Attendance of legal counsel – Legal counsel must be present at an executive session, either in person or remotely via a device that allows two-way communication, to discuss enforcement actions, current or potential litigation, or the legal risks of current or proposed action. "Potential litigation" means litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party; or the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity. Discussion of the "legal risks" of a current or proposed action can only occur in executive session if public discussion of those legal risks is likely to result in an adverse legal or financial consequence to the agency.

Notes for Specific Discussion Topics

- **Contract Performance** – Review of contract performance of publicly bid contracts may only be discussed in executive session when public knowledge of such consideration would likely cause increased costs.
- **Qualifications of an applicant for public employment or review of performance of a public employee** – If the governing body elects to take final action regarding hiring, setting the salary of an individual employee or class of employees, or discharging or disciplining an employee, that action must be taken in open session.
- **Qualifications of candidate for appointment to elective office** – Candidate interviews and final action appointing a candidate to elective office must be in an open public meeting.
- **Collective bargaining sessions** – Collective bargaining sessions with employee organizations are not subject to the requirements of the OPMA. This means that discussions of these topics may occur in closed session, and it's not necessary for the governing body to follow the OPMA procedures before such discussions. This exemption applies to contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement or to that portion of a meeting during which the governing body is planning or adopting the strategy to be taken by the governing body during the course of any collective bargaining, professional negotiations, grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

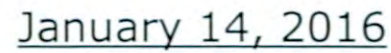
Length of Session: Another issue that may arise concerning these procedural requirements for holding an executive session involves the estimated length of the session. If the governing body concludes the executive session before the time that was stated, it should not reconvene in open session until the time stated. Otherwise, the public may, in effect, be excluded from that part of the open meeting that occurs between the close of the executive session and the time when the chair announced the executive session would conclude. If the executive session is not over at the stated time, it may be extended only if the chair announces to the public at the meeting place that it will be extended to a stated time.

Attendance: Attendance at an executive session need not be limited to the members of the governing body. Persons other than elected members may attend the executive session at the invitation of the governing body. Those invited should have some relationship to the matter being addressed in the executive session, or they should be in attendance to otherwise provide assistance to the governing body. Note that if the stated purpose for the executive session is to discuss litigation or potential litigation with the governing body's attorney, the presence of persons at the session who are not governing body members or agency staff may waive the attorney-client privilege.

Minutes: Minutes are not required to be taken at an executive session. If minutes or notes are taken during an executive session they may be subject to the disclosure requirements of the Public Records Act.

*DISCLAIMER: These practice tips are meant to provide summary information on executive sessions; these tips are not intended to be regarded as specific legal advice. Consult with your agency's attorney about this topic as well.

May 2014





Fourth Quarter 2015 Employee Recognition

***Bob Crane** – Bob completed hours of research and made excellent decisions on equipment for the new vehicles. Ford is discontinuing the Crown Victoria in 2011, and the Police Department needed to choose a different vehicle to replace it. After extensive testing and research of several vehicles from different manufactures, the department decided on the Interceptor SUV. Unfortunately, none of the current equipment would fit into the new vehicles. Bob followed the selection, ordering, building, and putting the vehicles into service. Bob has been able to correct the very minor issues which have come up with the vehicles in a very timely manner. Bob did an excellent job with this process and deserves recognition!

Tina Hickey – Tina did an outstanding job with triage during code enforcements absence.

Matt Koppelman - Matt went out of his way to ensure that all systems were 'go' for nighttime sign and light pole inspections this year.

Andrew Merges – Andrew is a diligent hard working employee who always keeps the interest of the City first and foremost. Andrew is able to quickly recognize the "big picture" and identify the critical path for success on a project or issue. Andrew was instrumental in obtaining over 4 million dollars in grant funds for the upcoming Redondo Beach Boardwalk Repair Project. Without his efforts and involvement, the repair project would not be moving forward at this point.

Chris Pauk – Chris is a talented, upbeat, capable coworker who helps us all sooner or later.

Larry Pickard –Larry, thank you for allowing the public works maintenance crew to use one of your iPads and AirCards for an extended period of time for some mobile app testing.

Cathy Savage - Sgt. Savage has been a staple at the Des Moines Police Department since 1998. During that time she excelled as a patrol officer and went on to become a detective. Last February, Detective Savage was promoted to Sergeant and returned back to patrol where she supervises "A" team. Sgt. Savage is not only a huge asset to the Des Moines Police Department, but a polished and skilled supervisor for her team members. Sgt. Savage goes above and beyond the call for duty by volunteering to work extra shifts, working beyond her normal scheduled shift, and helping out whenever and wherever needed. Recently, after working a 12 hour night shift, Sgt. Savage stayed at work "voluntarily" to help out with Shop with a Cop. She routinely attends community activities and takes calls for service that other sergeants may seem are below their status. Sgt. Savage always has a "can do" attitude and exemplifies the role of a police officer and supervisor.

A BIG THANK YOU TO ALL!

*employee of the quarter

PRACTICE TIPS

For Local Government Success



These practice tips are intended to provide practical information to local government officials and staff about electronic communications and requirements under the Open Public Meetings Act (OPMA), chapter 42.30 RCW. Electronic communications between members of an agency's governing body can implicate the OPMA, and these practice tips will help guide you in identifying and addressing key issues in this regard. * For more information and resources visit www.mrsc.org/opmapra.

An Email Exchange Can Constitute a Meeting

If you, as a member of the governing body (e.g., city council, board of commissioners, planning commission), communicate with other members of the governing body by email, keep in mind that email exchanges involving a majority of members of the governing body can constitute a "meeting" under the OPMA. This principle also applies to text messaging and instant messaging.

What types of email exchanges can constitute a meeting? If a majority of the members of the governing body takes "action" on behalf of the agency through an email exchange, that would constitute a meeting under the OPMA. Note that taking "action" under the OPMA can occur through mere discussion of agency business, and that any "action" may be taken only in a meeting open to the public. The participants in the email exchange don't have to be participating in that exchange at the same time, as a "serial" or "rolling" meeting can occur in violation of the OPMA.

Recommendations: As a member of the governing body, consider the following tips to avoid potential OPMA violations:

1

- Passive receipt of information via email is permissible, but discussion of issues via email by the governing body can constitute a meeting.
- An email message to a majority or more of your colleagues on the governing body is allowable when the message is to provide only documents or factual information, such as emailing a document to all members for their review prior to the next meeting.
- If you want to provide information or documents via email to other members of the governing body, especially regarding a matter that may come before the body for a vote, have the first line of the email clearly state: "For informational purposes only. Do not reply."
- Unless for informational purposes only, don't send an email to all or a majority of the governing body, and don't use "reply all" when the recipients are all or a majority of the members of the governing body.
- Alternatively, rather than emailing materials to your colleagues on the governing body in preparation for a meeting, have a designated staff member email the documents or provide hard copies to each member. It's permissible, for example, for a staff member to communicate via email with members of the governing body in preparation for a meeting, but the staff member needs to take care not to share any email replies with the other members of the governing body as part of that email exchange.

2

Phone Calls and Voice Messages Can Constitute a Meeting

As with email exchanges, if a majority of the members of the governing body is taking "action" (see above) on behalf of the agency through phone calls or a voice mail exchange, that would constitute a meeting. Such a "telephone tree" occurs, for example, when members call each other to form a majority decision. As above, the calls and messages can constitute a serial or rolling meeting.

3

Key Consideration Related to Conferring to Call a Special Meeting

Under RCW 42.30.080, a special meeting (in contrast to a regular meeting) may be called at any time by the presiding officer of the governing body or by a majority of the members of the governing body. In order to give effect to this authority granted under RCW 42.30.080, we believe it's permissible for a majority of the members of the governing body to confer outside of a public meeting for the sole purpose of discussing whether to call a special meeting. This includes conferring for that purpose via electronic communications (e.g., email).

4

Use of Social Media Can Implicate the OPMA

Question: If members of the governing body use social media (e.g., through a Facebook page or Twitter feed) to host a discussion about issues related to the agency, and the discussion includes comments from members of the governing body, could that violate the OPMA?

Answer: If the discussion includes comments from a majority of the members of the governing body, that discussion could constitute a public meeting under the OPMA. There's no authority under the OPMA regarding what would constitute adequate public notice – if that's even possible – for this kind of virtual meeting, so it's best to avoid this type of discussion on social media.

Recommendation: Social media can be an effective tool to solicit comments from the public, but social media shouldn't be used by your agency's governing body to collectively formulate policy.

5

Failure to Comply with the OPMA Can Be Costly

Violation of the OPMA can result in personal liability for officials who knowingly violate the OPMA and in invalidation of agency actions taken at a meeting at which an OPMA violation occurred. Attorney fees and court costs are awarded to successful OPMA plaintiffs. OPMA violations can also lead to a loss of public trust in the agency's commitment to open government.

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August 2014