

AMENDED AGENDA

**DES MOINES CITY COUNCIL
STUDY SESSION
Beach Park Dining Hall
22030 Cliff Ave S, Des Moines, Washington**

April 4, 2019 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

COMMENTS FROM THE PUBLIC

Note: Comments from the public must be limited to the items of business on the Study Session Agenda per Council Rule 10. Please sign in prior to the meeting and limit your comments to three (3) minutes.

DISCUSSION ITEMS

ITEM 1: EMERGING ISSUES

- ~~Redondo Substation~~
- ~~Street Crimes~~

Page 3 ITEM 2: ARTS COMMISSION APPOINTMENT
Motion is to confirm the Mayoral appointment of Kindle Shaw to a term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2020.

Page 7 ITEM 3: CITY MANAGER CONTRACT AMENDMENT #3 AND PAY RANGE INCREASE
Motion is to approve a pay range increase for the City Manager from M-44 E to M-49 C, effective April 1, 2019 and to authorize the Mayor to sign contract amendment #3 substantially in the form as attached.

ITEM 4: COUNCIL RETREAT

- Review of Current and Future Projects and Activities

EXECUTIVE SESSION

NEXT MEETING DATE

April 11, 2019 City Council Regular Meeting

ADJOURNMENT

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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: Arts Commission Appointment

FOR AGENDA OF: April 4, 2019

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

DATE SUBMITTED: March 29, 2019

1. Application

CLEARANCES:

☐ Community Development

☐ Marina

☐ Parks, Recreation & Senior Services _____

☐ Public Works

CHIEF OPERATIONS OFFICER: _____

☐ Legal _____

☐ Finance

☐ Courts

☐ Police

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

The purpose of this agenda item is to recommend City Council approval of an appointment to the City of Des Moines Arts Commission.

Suggested Motion

Motion: "I move to confirm the Mayoral appointment of Kindle Shaw to a term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2020."

Background

The City Council adopted Ordinance No. 1393 establishing the Des Moines Arts Commission in November 30, 2006. The nine Arts Commission positions were appointed in February 2007. The terms were staggered so that six positions are retained each year and three positions expire each year on December 31.

The Arts Commission was created to:

- (1) Represent the interest of the city in matters of the arts, to be a spokes group for the arts in the city and to keep the city council informed on all such related matters.
- (2) Evaluate, prioritize, and make recommendations on funding for cultural arts needs within the city.
- (3) Review and recommend works of art for the city, especially works to be acquired through appropriations set aside from municipal construction projects. Local artists will be encouraged and given equal consideration for these projects.
- (4) Inform, assist, sponsor or coordinate with arts organizations, artists, or others interested in the cultural advancement of the community.
- (5) Encourage and aid programs for the cultural enrichment of the citizens of Des Moines and encourage more public visibility of the arts.
- (6) Develop cooperation with schools, local, regional, state and national arts organizations.
- (7) Obtain private, local, regional, state or federal funds to promote arts projects within the Des Moines community.

Discussion

There are currently four vacancies on the Arts Commission due to resignations or terms that expired on December 31, 2018. This agenda seeks confirmation of the Mayoral appointment of Kindle Shaw to the Des Moines Arts Commission effective immediately and expiring on December 31, 2020.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

Parks, Recreation & Senior Services Staff support this appointment to the Des Moines Arts Commission.



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

Received **RECEIVED**

JAN 31 2019

CITY OF DES MOINES
 Please Check

NAME: Kindle Shaw
 ADDRESS: 24037 Marine View Dr. S.
 CITY/ZIP: Des Moines 98198
 PHONE: Home 206.412.7939 Work 206.684.8854
 LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 3 mos
 REGISTERED VOTER? Yes
 E-MAIL ADDRESS: KindleShaw@gmail.com

- ☐ Civil Service Commission
- ☐ Library Board
- ☐ Human Services
- ☐ Senior Services
- ☒ Arts Commission
- ☐ Marina Beach Park
- ☐ Landmarks Commission
- ☐ Lodging Tax Committee

EMPLOYMENT SUMMARY LAST FIVE YEARS: City of Seattle Mayor's Office since 2002 - except for 2 years w/ Seattle Chamber of Commerce 2013 to 2015

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? Please see attached page.

2. What problems, programs or improvements are you most interest in? See attached page

3. Please list any Des Moines elective/appointive offices you have run/applied for previously: See attached page

Kindle Shaw – Arts Commission application – Page 2.

1. I'm interested in serving on the Arts Commission because I adore all forms of artistic expression and I know the important role art plays in our community. In addition to being a patron of the arts, I'm a part time, formally trained actor. I attended the American Academy of Dramatic Arts and Cornish College. I'm also a full time City of Seattle employee, giving me a unique understanding of both the artistic world and the challenges municipalities face when considering quality of life decisions for the community.

My family and I moved to Des Moines in Nov 2018, however, we had long adored the vibe in Des Moines – a smaller city with an appreciation for community and active celebrations with music and art – what more could you want? We plan to retire in Des Moines and I would love to serve/give back to the community in this role.

2. I'm still learning about the programs and issues Des Moines faces, however, I would guess that we try to balance the same needs most cities face; having enough money to provide services and access to services. I think we all agree that arts in a community make for a stronger community but I would assume there are times when other basic needs out weigh the arts ledger. I'd like to help the city find solutions or continue relationships to help maintain and grow the arts footprint in Des Moines.
3. I have not applied for or held any office in Des Moines.

Thank you for the opportunity to apply and your consideration.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: City Manager Contract Amendment
#3 and Pay Range Increase

ATTACHMENTS:

1. Contract Amendment #3
2. City Manager Contract

FOR AGENDA OF: April 4, 2019

DEPT. OF ORIGIN: Legislative

DATE SUBMITTED: March 29, 2019

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal JG
- ☒ Finance CP
- ☐ Courts _____
- ☐ Police _____

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** me

Purpose and Recommendation

The purpose of this agenda item is for the City Council to acknowledge the sustained exemplary performance of City Manager Michael Matthias since his appointment and to approve a contract amendment and pay range increase.

Suggested Motion

Motion 1: “I move to approve a pay range increase for the City Manager from M-44 E to M-49 C, effective April 1, 2019 and to authorize the Mayor to sign contract amendment #3 substantially in the form as attached.”

Background

The City Council conducted the annual performance review of City Manager Michael Matthias in executive session on March 28, 2019. A number of significant accomplishments in the last 12 months were highlighted including:

Administration Leadership transition and succession planning

Established excellent Executive Team

Hired Beth Anne Wroe as Finance Director

Hired AJ Johnson as Human Resources Director (and upgraded position)

Promoted Susan Cezar to Chief Strategic Officer (with responsibilities as Director of Community Development and Acting Director of Parks, Recreation and Senior Services)

Reassigned Police Chief to new (limited term) Emergency Management Director

Hired new Police Chief, Ken Thomas

Scott Wilkins appointed Harbormaster

Developed appropriate salary structure to attract and retain these talented professionals

Established Building Official in Training program to hire ahead based on succession planning for the building department

Negotiated agreement with Wesley for management of the Senior Services Center.

Authorized Communications Coaching for a number of managers, supervisors, planners and police to work positively on communication strategies.

On-going succession planning

Initiated action to create a new Public Records Analyst position to comply with City legal requirements

Staff Engagement

Concluded labor agreements with Police Guild, Teamsters, non-represented and exempt employees

Convene executive team and senior staff on a weekly basis

Met with individual departments to review City visions and take tours of the City.

Encouraged team approach resulting in improved morale

Successful transition for Parks, Recreation and Senior Services department

Proper procedures implemented for cash handling, employee time reporting, and use of staff time

Senior Activity Center – successful partnership with Wesley, capital improvements (sound loop, repairs) based on input from Senior Services Advisory Committee

Safety improvements at the Field House

Council meetings

Ongoing Futures and agenda preparation in collaboration with Mayor

Prepare City Council meeting agenda items and presentations with staff – expanded use of Administration Report for providing information, education and more in-depth awareness of City functions and actions to City Council

Reviewed process and initiated new staff support for our Commissions and Committees (post investigation actions to maximize resources and responsiveness for our Commissions and Committees)

Participated in organizing City Council Communications Retreat

Survey of Council and Executive staff demonstrated high marks for City Manager leadership

Ongoing advisement and individual meetings with City Councilmembers

Public Safety and Emergency Management

Supported development of Redondo vertically integrated substation for multiple levels of law enforcement to enhance cooperation and coordination and authorized resources for that purpose
 Worked with the Chief to secure access to the MAST building for a substation
 Established mandatory “active shooter training” for all city employees
 Created Emergency Management Director Position and continued to participate in emergency management activities and programs emphasizing regional approach
 Participated in ride-alongs with Police patrols to help integrate police department and City
 Continued financial support for our Officer in Training program to assure full staffing at Police
 Worked with PD, Police Foundation and other jurisdictions to acquire Police canine

Community Engagement

Oversaw and encouraged increased communication and social media expansion of information from City and Police
 Ongoing tours with residents, developers and other public agencies
 Tours with Highline College leadership, new Presidents, Vice-President, Board of Trustee member

List of Community Events Attended

Laborers Local 242 Grand Opening
 Metro Route 635 Ribbon Cutting
 Mason Home/Landmark on the Sound Open House
 North Hill Community Meetings
 Adriana Grand Opening
 Diving Grand Opening
 Parkside Park Dedication Ceremony
 Midway Park Garden Project
 Memorial Day Flag Ceremony
 Midway Park Ecotech/Farmbot and Rotary Play Area Restoration at Midway Park
 Citizens Advisory Committee Neighborhood Meeting – Marina & Woodmont
 Welcome Reception for Dr. John Mosby
 Wesley Annual Barbeque
 Officer Diego Moreno’s Memorial Service
 Marina Tenant Meeting
 Police Foundation K9 Auction
 Wild West Bingo
 Quarterdeck Ribbon Cutting
 Veterans Day Ceremony
 Wesley Special Celebration Event
 Marina Tenant Appreciation Event
 Attend Highline Forum (bi-monthly)
 Mayor’s Roundtable (bi-monthly)
 Maintain positive relationships with Highline College executive staff
 School Superintendent City Manager breakfasts (quarterly)
 Coffee and office meetings with citizens
 Attend neighborhood meetings
 Consistently attend night and weekend events
 Southside Alliance
 Southside Chamber

Worked to redirect our Regional Tourism Authority funds back to the city
 Des Moines Marina tenants
 King County City Managers meetings (monthly)
 (Not inclusive list)

Aviation

Des Moines is now seen as a leader by community in advocating for our residents experiencing impacts from the Airport
 StART (Airport Roundtable)
 Coffee and office meetings with citizens concerned with noise and health impacts
 Chair, Aviation Advisory Committee
 Participate in Sustainable Airport Master Plan (SAMP) environmental scoping
 Participate on the Technical Advisory Committee for the UW ultra-fine particle study
 Participate as an advisory committee member of the Budget Proviso baseline Airport impact study

Sustainable Airport Master Plan

SAMP consultants hired through inter-local agreement and cooperation with neighboring cities, comments on scoping completed both from the City and from our SEPA officials

Marina

Engaged international marina consultant to review opportunities for the water side parallel to potential; development on the land side
 Bulkhead replacement project initiated
 Marina redevelopment Phase 2 study presented to City Council September, 2018
 Successful demolition of Wasson house
 Continued successful operation of paid parking and update paid parking rates for 2019

Economic Development Activities

Provided leadership in development of expanded Business Park redevelopment of Furney and Ono nurseries and city receipt of over ½ million dollars based on Panattoni sale of the developed properties
 Meet regularly with developers/investors and take tours with anyone interested in investing in the City.
 Working with top tier developers on potential investment in the Marina and downtown
 Working closely with City Council Economic Development Committee on enhancing downtown “district” dynamic
 Initiated “beautification efforts” that will take place in the spring in the downtown

Multi-Modal Transportation

Implemented partnership with Metro Community Connections including expansion of service to midday service and Saturdays (to assist access to the Farmers Market)

SCORE

Safeguard our city’s interests and resources by working toward a sustainable and feasible budget

Capital Projects

Oversaw, budgeted, and responsibility for \$17.5 million capital project budget

Development of 216th roadway improvements, negotiated \$1.5 million payment from Port of Seattle for frontage improvements for this project
 Continue to participate in Sound Transit and 509 development
 Van Gasken partnership with Forterra and receipt of Conservation Futures Grant Award for almost \$600,000 to offset purchase price
 City Hall sculpture entranceway accomplished with placement of statues and new landscaping

Legislative Advocacy

Continue to maintain excellent working relationships with Senator Keiser and Representative Orwall
 Direct our legislative efforts in Olympia

Land Use/Zoning/Code Improvements

Continued improvements seeking excellence in customer service in permitting (Wesley, Highline Place, Sound Transit, DevCo, Theater etc.)
 Essential Public Facilities code adoption
 I/C zoning, comp plan and permitted uses approved by City Council in partnership with Wesley, Judson Park and Highline College

Finance/Budget

Sustainable, solvent budget with appropriate contingency
 Recommended raising our legal contingency requirement to national standard per City Council action
 Received a significant bond rating upgrade, as a result of establishing and managing sustainable finances, Standard & Poor's reviewed our financial practices and future resulting in this upgrade. Savings of over \$500,000 as a result of upgrade and refinance of outstanding 2008 bonds in addition to future savings based on the current bond interest rate
 City will receive \$400,000 from bond proceeds to reimburse for staff time already expended which bolsters the strength of city funds
 Recommended City Council increase in Human Services allocation to community organizations providing additional resources for our residents in need
 Initiated Utility Tax Audit
 Encouraged and supported Finance department receiving Government Finance Officers Association award for our Comprehensive Annual Financial Report
 Ongoing reporting city finances to City Council

The result of the performance review was overwhelmingly positive. Accordingly, the City Council will be considering a pay range increase for the City Manager position to recognize the City Manager's outstanding performance as well as to make the compensation competitive with similar positions in the region.

A salary survey was conducted to analyze the City Manager's current salary in relation to our comparable cities and closest competitors for talent. The survey revealed that the City Manager's current salary was almost 2% below the market average for direct compensation and nearly 3% below the market average for total compensation. The City Manager's salary was ranked 4th in direct compensation and 5th for total compensation in comparison to our other 7 comparable cities.

Financial Impact

The pay range increase from an M-44 E to a M-49 C represents an annual increase of 8.5%.

Additionally, the proposed contract amendment will allow for an increase of 180 hours available to be cashed out annually from the City Manager's existing sick leave bank and vacation bank. This amendment reduces the City's liability to the City Manager at retirement or separation by reducing the available vacation and sick hours that could be cashed in at a later date.

CITY MANAGER EMPLOYMENT AGREEMENT AMENDMENT #3

THIS AMENDMENT is entered into on this 5th day of April 2019, pursuant to the Employment Agreement entered into on the 28th day of October, 2016, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "City"), and **Michael Matthias**.

The parties herein agree that the Employment Agreement dated October 28th, 2016, shall remain in full force and effect, except for the amendment set forth as follows:

1) **SECTION 3(D)** of Employment Agreement dated October 28th, 2016, and amended by Amendment 1 and Amendment 2, is hereby amended as follows:

Employee may cash in up to three hundred (300) hours of vacation annually. Employee may cash in up to three hundred (300) hours of sick leave annually.

Except as modified hereby, and as previously modified by Amendment 1 and Amendment 2, all other terms and conditions of employment agreement dated October 28th, 2016, remain in full force and effect. The effective date of this Amendment is April 5, 2019.

IN WITNESS HEREOF, and to signify agreement to the terms and conditions of this Amendment to the Employment Agreement, the parties have affixed their signatures on the dates indicated.

Dated this ____ day of April 2019.

Dated this ____ day of April 2019.

Mayor Matt Pina

Michael Matthias
City Manager

Approved as to Form:

Timothy A. George
City Attorney

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Employment Agreement
Between the City of Des Moines and Michael Matthias

This Employment Agreement ("Agreement") is made and entered into by and between the City of Des Moines, Washington, a municipal corporation, hereinafter called "Employer" or "City Council," and Michael Matthias, hereinafter called "Employee" or "City Manager."

Section 1. Employment, Powers and Duties, and Term.

(A) The City Council hereby employs Michael Matthias as City Manager of the City of Des Moines, to perform on a full-time basis the functions and duties set forth in the Des Moines Municipal Code (DMMC), RCW 35A.13.080, and such other legally permissible and proper duties and functions as the City Council shall, from time to time, direct or assign. The City Council acknowledges the business principles and legal provisions under the Council-Manager form of government, and agrees to direct its concerns and requests for action to the City Manager. The City Manager recognizes that the City Council is the policy making body and agrees to respond promptly and equally to all members of the City Council regarding their concerns.

(B) The City Manager shall focus his professional time, ability, and attention to the City's business during the term of this Agreement. The City Manager shall not spend time in teaching, consultation, or other non-Employer connected business activities that are competitive or in conflict with his duties as City Manager. In those cases where outside activities, for example, teaching, consulting or other business opportunities are not in conflict with his duties and are not competitive to the interests of the City, the City Manager will request the express prior written consent of the City Council. The City Council has the sole authority to approve or deny a request under this Section.

(C) Before entering upon the duties of his office, the City Manager shall take an oath for the faithful performance of his duties and shall execute and file with the City Clerk a bond in favor of the City in the amount required by law. The premium on such bond shall be paid by the City.

(D) The terms of this Agreement and appointment shall become effective upon date of signature and retroactive to August 20, 2016 and shall be for an indefinite term subject to RCW 35A.13.130 and Section 7 of this Agreement. The City Manager is an "at-will" employee serving at the pleasure of the Employer, acting through the City Council, and subject to summary dismissal without any right of notice or hearing. Except as provided in Section 7 below, the City may terminate the employment of the City Manager at any time, with or without cause, upon compliance with RCW 35A.13.130 and the provisions set forth in Section 7 of this Agreement.

(E) If City Manager determines to terminate this Agreement, he shall be required to give a minimum of sixty days' advance written notice to the City Council

City Manager Employment Agreement
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prior to the effective date of his termination, unless a shorter period is acceptable to the City Council, and the City Manager shall not be eligible for severance compensation in the event of his voluntary resignation.

Section 2. Compensation.

(A) Employee shall receive an initial annual base salary at Step C of Range M-43 on the City's pay plan; the annual salary of Step C on range M-43 is \$153,900, which is the 2016 rate, retroactive to August 20, 2016. It is agreed Employee will be eligible to progress to an increased Step or Range immediately following his performance evaluation in April of 2017 and subject to the approval of the City Council and contingent upon satisfactory performance as determined by the City Council. If Employee receives an increase based on the April 2017 evaluation, that increase will be retroactive to February 20, 2017. Any subsequent step increases will be contingent upon demonstrated sustained exemplary performance, as determined by the City Council.

(B) City Manager shall receive general pay increases as otherwise provided to non-represented City employees, generally effective January 1st of each year subject to budget constraints. Likewise, the City Manager shall accept equivalent wage and benefit concessions, such as furloughs, as any that are implemented for non-represented employees. Cost of living adjustments and any such concessions will be administratively applied without the necessity of modifying this agreement.

Section 3. Employment Benefits.

(A) Except as otherwise provided in this Agreement, the City Manager is granted employment benefits in accordance with the Personnel Manual of the City, as presently constituted or as may be subsequently amended.

(B) The City shall provide medical, dental, and vision coverage with the same premium share percentage paid by Employee as non-represented employees. Employee agrees to elect a City-sponsored high deductible medical plan combined with a Health Reimbursement Arrangement as provided to non-represented employees. The City will provide the same fringe benefits provided to non-represented employees, such as basic term life insurance, long term disability insurance, and survivor life benefit insurance coverage provided to non-represented employees.

(C) Employee shall accrue vacation leave at the rate of sixteen (16) hours per month. Employee shall also be provided with a bank of eighty (80) hours of vacation and eighty (80) hours sick leave subtracted by the total number of hours currently in each vacation and sick leave bank respectively. The intent of this section is for Employee to have a total of eighty (80) hours of vacation leave and eighty (80) hours of sick leave in his bank as of August 20, 2016.

City Manager Employment Agreement
Page 3

(D) Employee may cash in up to eighty (80) hours of vacation each November to be paid on the first payday in December.

(E) The parties recognize that the City Manager must devote a great deal of time outside normal office hours on business for the City. The parties recognize that City Manager is exempt from the provisions relating to overtime payment and compensatory time under the Fair Labor Standards Act, and is therefore not entitled to formal accumulation of compensation time for hours worked in excess of the normal work day or work week. However, based on the recognition that the City Manager is required to attend meetings and perform duties outside normal working hours, an additional sixteen hours of vacation time shall be added to his vacation balance on a quarterly basis, rather than the eight hours per quarter that exempt employees generally receive.

(F) In lieu of participation in the Social Security System, Employee and Employer will make contributions to Social Security replacement retirement accounts, as provided to eligible non-represented employees pursuant to Sections 401(a) and 457 of the Internal Revenue Code.

(G) Employee is covered by the State of Washington PERS 2 retirement system. Employer shall contribute the Employer's share and Employee shall contribute the Employee's share of contributions to PERS 2 as established in state law. The parties acknowledge that the amount of the Employer contribution is subject to adjustment by the state legislature in the future and agree that said contribution shall be adjusted (either increased or decreased) accordingly.

(H) Recognizing the travel and telecommunications costs Employee will be incurring using his own vehicle and cellular phone in the performance of his duties, he will be paid a transportation and telecommunications allowance totaling \$500 per month, to be paid in two \$250 increments on his bi-monthly paycheck, subject to lawfully required withholdings. This section will be applied retroactively to August 20, 2016.

(I) The City Council fully supports Employee's professional development and Employer shall pay the fee for Employee's membership in the International City/county Management Association and the Washington City/County Management Association, and reasonable registration and expenses for other ongoing professional training, classes, licensing requirements or professional development conferences as provided in the City budget and consistent with City Policy.

Section 4. Residence.

Employee agrees to establish residence within the corporate boundaries of the City within six months of employment.

Section 5. Performance Evaluation.

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Page 4

(A) The City Council shall review and evaluate the performance of the Employee quarterly for the first year of employment. After the first year, performance evaluations will occur at least twice annually, in April and October of each year, unless otherwise mutually agreed by the City Council and the Employee. Said review and evaluation shall be in accordance with job performance criteria developed by the City Council, and in accordance with Des Moines Municipal Code 2.04.050.

(B) The City Council shall define goals and performance objectives which they determine necessary for the proper operation of the City, and in the attainment of the Council's policy objectives, and shall further establish a relative priority among those various objectives.

Section 6. Indemnification.

As a condition of Employee's employment, Employer agrees that it shall defend, hold harmless and indemnify Employee against any tort, professional or personal liability claim, demand, or legal action of any kind or nature, whether groundless or otherwise, arising directly or indirectly out of an alleged act or omission occurring in the performance of Employee's duties. This indemnification and hold harmless shall continue after Employee's cessation of employment but only insofar as it relates back to claims, demands, suits, judgements and professional, personal and community liability arising either directly or indirectly out of his employment. The terms of this provision assume and are conditioned upon the Employee acting in a lawful manner and within the scope of his authority as City Manager and fully cooperating in the defense of any such claims and suits.

Section 7. Termination and Severance.

(A) In the event the Employee is terminated or requested by the Employer to resign for the convenience of the City of Des Moines, the Employer shall provide severance compensation in the amount of six (6) months of salary, cash equivalent of vested benefits and deferred compensation, based upon the salary and benefits in effect at the time of notice of termination or resignation, and the Employer shall extend and pay the Employer's share toward health coverage benefits for six (6) months. Employer shall additionally compensate Employee for all earned vacation and personnel leave balances in effect on the date of termination or resignation, with no further vacation or sick leave accrual. Said severance compensation shall be paid in monthly installments. The Employer shall be authorized to perform any deductions required by law. Any termination action taken by the Employer shall be subject to the notice period required by RCW 35A.13.130 and RCW 35A.13.140, or successor statutes. The Employer, in its sole discretion, may substitute advance notice of termination in addition to that required by statute for any or all of the six months' severance compensations listed above. Additionally, the Employer and Employee may, by mutual consent, arrange for a time-certain effective date of such termination, subject to the aforementioned notice period required by state law.

City Manager Employment Agreement
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(B) The parties expressly agree that the Severance in Section 7(A) is intended to assure that the City Manager receives pay and benefits at the same level as of the date of his termination for a period of six months following such date. Accordingly, if the City Manager becomes self-employed or obtains employment with an employer other than the City of Des Moines at any point within six months of his termination, the City Manager agrees to promptly report the situation to the City and understands that his severance pay shall be reduced in an amount equal to any income earned and benefits provided to City Manager through such employment opportunities.

(C) Failure of the Employer to correct a material breach of this Agreement after notice and a reasonable opportunity to comply will be considered a constructive discharge without cause and Employee will be entitled to severance compensation specified in this section.

(D) In the event the City Manager is terminated for "cause," then Employer's only obligation to the City Manager is to pay all compensation and benefits accrued but unpaid at the date of termination. For the purposes of this Agreement "cause" for termination shall include, but not be limited to, the commission of any one of the offenses calling for immediate discharge under Section 8(A)(1) of the Personnel Manual as presently constituted or as may be subsequently amended (including any change in section numbering).

Section 8. General Provisions.

(A) In addition to the rights and benefits detailed herein, the City Manager shall receive all benefits accruing to the department directors of the City of Des Moines, except where they are in conflict with the specific provisions of this Agreement.

(B) The text herein shall constitute the entire agreement between the parties.

(C) This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of the parties.

(D) This Agreement shall become effective upon execution by Employee and adoption and approval by the City Council of the City of Des Moines.

(E) Any amendment, alteration, extension, or modification of this Agreement shall be in writing, signed by the parties hereto, approved in the affirmative vote of the City Council with the written consent of City Manager.

(F) If any provisions, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall not be affected and shall remain in full force and effect.

City Manager Employment Agreement
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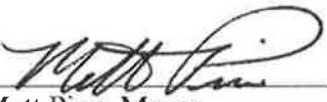
IN WITNESS WHEREOF, and to signify agreement to the terms and conditions of this Agreement, the parties have affixed their signatures on the dates indicated.

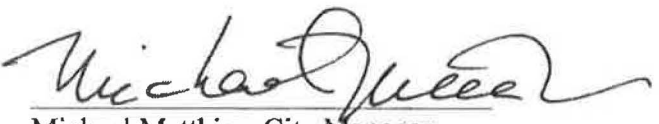
Dated this 28th day of October, 2016.

Dated this 28th day of October, 2016.

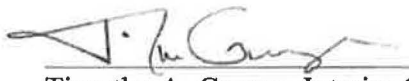
CITY OF DES MOINES

EMPLOYEE

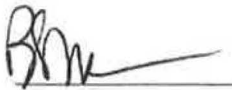

Matt Pina, Mayor
(At the direction of the City Council of the
City of Des Moines taken at an open public
meeting on October 27, 2016.)


Michael Matthias, City Manager

Approved as to form:


Timothy A. George, Interim City Attorney

Attest:


Bonnie Wilkins, City Clerk



April 4, 2019

[illegible]

CITY COUNCIL RETREAT PARKING LOT



April 4, 2019

PARKING LOT REVIEW

Action Item

- One More Thing:
 - More formalized process.
 - Issues raised at dais:
 - Back to Committee for review and possible implementation into workplan.
 - Add capacity back into staff resources.
- Practical List of Priorities for 2019:
 - Critical/Urgent.
 - Required.
 - Wish List.



GOAL

- It is the goal of the City Administration to excellently fulfill all direction from City Council based on the budget plan and Council decision making.
- It is our responsibility to provide timely, accurate and complete information to City Council to assist in your policy decisions.
- It is also our responsibility to implement those decisions in the best manner possible by:
 - efficiently managing resources approved in the City budget by the City Council.
 - following the legal requirements for our form of government.



CURRENT WORKLOAD

- Please review items identified in city manager evaluation
- Finance:
 - Budget preparation
 - Annual Financial Reports
 - New Financial management system
 - Transition with Finance Manager leaving
- Massive Capital Projects:
 - S 216th Street
 - Marina Bulkhead replacement
 - Not inclusive.
- Union Negotiations
- Ongoing Succession Planning



REQUESTS MADE OF STAFF

- All of the following slides have in common that they were not voted on by the Council as a whole and there is no budget authority to carry them out.
- As Council will see, there is available protocols to have these projects approved, but that requires an appropriate motion and vote by the Council.
- The adaptation of budget authority through budget amendments.
- The reprioritization of existing projects as staff is operating at a high level of capacity.
- I want to emphasis that there is no judgement on the content of these proposals its simply the process of implementation that we are worried about.



DES MOINES MEMORIAL PARK, AKA FLAG POLE TRIANGLE BEAUTIFICATION

- Issues/Resources Required to Implement:
 - Weekend event? Staff overtime?
 - Drainage issues need to be fixed.
 - ~ 80 cubic yards of sod to remove (8k -10k sf of grass).
 - Equipment for soil removal.
 - ~ 80 cubic yards of new soil/mulch.
 - Irrigation issues with soaker hoses (Pac Hwy).
 - Irrigation supplies.
 - Cost of new landscaping/plants.
 - Traffic control? Signs? Partial road closure.
 - Consistency with 2016 Approved Parks Master Plan?
- Current time spent: minimal staff time: 30 mins.
- Estimation of projected time for project completion: Unknown



ZONING REVISIONS FOR MULTI-FAMILY

- On-site management for 12 units or more.
- Gated communities.
- Review of calls for service to determine hot spots.
 - City Attorney & Police Department.
 - Research need, other jurisdiction experience, results, legality.
 - Council Committee meeting materials.
 - Outreach to public/development community.
 - Craft amendments.
 - SEPA review and threshold determination.
 - Department of Commerce 60 day review.
 - Council packet, presentation, public hearing.
- Estimate minimum 50 – 60 hours staff time.



60TH BIRTHDAY CELEBRATION

- Randy Hansen Concert:
 - What is the budget for the event?
 - Where will the money come from?
 - What Department is responsible for coordinating this event?
 - Will there be sponsorship money?
 - If so, we will need to track outside money and how it is spent.
 - Do we want to track city labor for Special event?
 - If so, we need to know ahead of time so we can set this up with departments and adjust timekeeping to track time.
 - Will staffing be required to monitor the Beach Park, North and South lot paid parking stations (\$31.25 per staff/per hour)
- Flower Basket Enhancements.
- Cake/Celebration at Farmer's Market.
- Current time spent: approximately 20 hours including City Manager's Office, Parks & Recreation, Finance, Marina.
- Estimation of projected time for project completion: Unknown (which makes planning for use of resources difficult).



MEMORIAL DAY CELEBRATION AT STEVEN J UNDERWOOD MEMORIAL PARK

- What is the budget for the event?
- Where will the money come from?
- What Department is responsible for coordinating this event?
- Will there be sponsorship money?
 - If so, we will need to track outside money and how it is spent.
 - Will we seek to coordinate with other jurisdictions
 - Do we want to track city labor for this event?
 - If so, we need to know ahead of time so we can set this up with departments and adjust timekeeping to track time.
- Current time spent: Approximately 5 hours
- Estimation of projected time for project completion: Unknown



PSRC GROWTH MANAGEMENT POLICY COMMITTEE SUPPORT

- Councilmember Buxton was appointed to this Committee, which is good for the City, but was unplanned for and will require significant inputs that are in our interest to submit thoughtful comments.
 - Review of proposed Vision 2050, which will determine City's growth targets and development pattern.
- Current time spent: Approximately 5 hours.
- Estimation of projected time for project completion: Unknown
- City Council will need to review and determine City policy.



SPIRIT OF DES MOINES AWARDS

- Award coordination.
- Coordination with award recipients to inform them of award.
- Coordinating with award recipients on a mutually agreeable date to be presented award.
- Write up for each award recipient.
- Current time spent: Less than 5 hours.
- Estimation of projected time for project completion: Unknown.



VETERANS DAY CELEBRATION

- What is the budget for the event?
- Where will the money come from?
- What Department is responsible for coordinating this event?
- Will there be sponsorship money?
 - If so, we will need to track outside money and how it is spent.
 - Will we seek to coordinate with other jurisdictions?
- Do we want to track city labor for this event?
 - If so, we need to know ahead of time so we can set this up with departments and adjust timekeeping to track time.
- Current time spent: 3 hours.
- Estimation of projected time for project completion: Unknown



ADDITIONAL ITEMS THAT COME UP FROM OTHER SOURCES

- Citizen requests and volunteer projects.
- Ace Grant projects (Midway Garden, Marinascope, several more in process.
 - Issues/Resources Required to Implement:
 - Parks crew.
 - Excavator, dump truck.
 - Sod dump.
 - Request for wood chips delivery.
 - Current time spent: varies based on issue: 20+ hours.
- Highline – Urban Agriculture.
- Opportunity for installation of a “mini-pitch” at Midway Park, Sounders/Rotary/Highline.
- Underwater dive park city participation.
- Need for zoning clarification for ESF.
- BOAT.
- Estimation of projected time for project completion: Unknown



DIRECT CITIZEN COMPLAINTS AND REQUESTS

- Issues/Resources Required to Implement:
 - Depends on specific request.
- Current time spent: varies based on issue (20+ hours).
- Estimation of projected time for project completion: Unknown



RESOLUTION

- All of these are essentially great ideas but they need to receive Council approval, budget authority, and the replacement of an existing work plan item.

