

AGENDA

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

January 18, 2018 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD & COMMITTEE REPORTS – COUNCIL

PRESIDING OFFICER'S REPORT

Item 1: ARTS COMMISSION

ADMINISTRATION REPORT

Item 1: ACKNOWLEDGMENT

- o Community Development
- o Planning and Building
- o Public Works

Item 2: AVIATION ADVISORY COMMITTEE REPORT

CONSENT CALENDAR

Page 1 Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes from the December 7, 2017 Regular Council Meeting, and the December 14, 2017 Council Study Session.

Page 9 Item 2: CHILDREN'S DENTAL HEALTH MONTH PROCLAMATION

Motion is to approve the Proclamation recognizing February as Children's Dental Health Month.

Page 13 Item 3: 2018-2019 RECYCLING PROGRAM PROFESSIONAL SERVICES CONTRACT

Motion is to authorize the City Manager to sign the Professional Services Contract for the 2018-2019 Recycling Program between the City of Des Moines and Olympic Environmental Resources substantially in the form as submitted.

Page 25 Item 4: SALE OF ABANDONED VESSELS

Motion is to adopt Draft Resolution No. 17-164, authorizing the sale of the abandoned vessels, Flying Free (no identifications numbers), Spare Time (Washington Registration No. WN 07090 RD), Mud Sharks (Washington Registration No. WN 6841 SK), American (Washington Registration No. WN 7067 SH), Rainier (Federal Documentation No. 285175), and Four Aces (Washington Registration No. WN 0042 NX), by public auction, sale or scrapping.

Page 33 Item 5: COLLECTIVE BARGAINING AGREEMENT – POLICE MANAGEMENT ASSOCIATION
Motion is to approve the Collective Bargaining Agreement between the City of Des Moines and the Des Moines Police Management Association effective January 1, 2018, through December 31, 2020, and to authorize the City Manager to execute and sign a clean copy of this Agreement substantially in the form as attached.

NEW BUSINESS

Item 1: GOVERNMENT 101; LEGAL
Staff Presentation: City Attorney Tim George

Page 79 Item 2: 2018 LEGISLATIVE PRIORITIES & INTERGOVERNMENTAL POLICIES AND PROCEDURES
Staff Presentation: Chief Operations Officer Dan Brewer

EXECUTIVE SESSION

NEXT MEETING DATE:

February 1, 2018 City Council Study Session

ADJOURNMENT

MINUTES

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

December 7, 2017 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Dave Kaplan.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington; Councilmembers Melissa Musser, Jeremy Nutting, Robert K. Back and Dave Kaplan.

Councilmember Luisa Bangs was absent.

Direction/Action

Motion made by Councilmember Nutting to excuse Councilmember Bangs; seconded by Councilmember Back.
The motion passed 6-0.

Staff present: City Manager Michael Matthias, Chief Operations Officer Dan Brewer, City Attorney Tim George, Police Chief George Delgado, Assistant Police Chief Bob Bohl, Commander Mike Graddon, Community Service Officer Kory Batterman, Community Development Director Susan Cezar, Management Consultant Grant Fredricks, Public Works Director Brandon Carver, Transportation & Engineering Services Manager Andrew Merges, Assistant City Attorney Matthew Hutchins, and Deputy City Clerk Renee Cameron.

CORRESPONDENCE

Correspondence was read by the Deputy City Clerk Cameron regarding the City's proposed endorsement of Highline College's application to the State Board of Community and Technical College for funding to renovate and replace current campus building to create an enhanced and inclusive Student Services Building.

COMMENTS FROM THE PUBLIC

- Alena Rogers, Des Moines, vegetation, health and noise pollution, specifically pertaining to Pacific Ridge.
- JC Harris, Des Moines, the Aviation Advisory Committee and the City's involvement when working with/addressing the Port of Seattle.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Deputy Mayor Pennington

- Christmas Tree Lighting and the Argosy Ships.

Councilmember Kaplan

- Big Catch Plaza Tree Lighting and Wesley Homes Tree Lighting.
- Public Safety & Transportation Committee Meeting.

Councilmember Back

- Thanked Councilmembers Musser and Kaplan for their years of service.

Councilmember Nutting

- Senior Services Advisory Committee
- King County Metro Community Connections Grant and scheduling coordination.

Councilmember Musser

- Inclusiveness of the City and the Highline School District regarding gender equality, highlighting the book "I Am Jazz."

PRESIDING OFFICER REPORT

- Attendance at community events
- Thank you to Councilmember-elects Traci Buxton and Matt Mahoney for joining Council at the City's tree lighting and at Wesley Homes' tree lighting.

ADMINISTRATION REPORT

- Item 1: AVIATION ADVISORY COMMITTEE UPDATE
Aviation Advisory Committee held meeting
- Aviation Advisory Committee Member Dr. Wendy Ghiora provided Council with an update from the December 5th Meeting
 - Technical Advisory Committee for ultrafine particles study has been formed. Representative Tina Orwall asked City Manager Matthias to sit on that Committee.
- Item 2: EMERGING ISSUES
- Billing Strategies
- Chief Operations Officer Brewer provided Council with a brief presentation and update regarding electronic on-line payment methods of permits, courts tickets and fines, Park rental fees, future Marina fees, and alarm and animal permits.
- Item 3: POLICE OPERATIONS UPDATE
Police Commander Graddon provided Council with the department's operations update and the efficient uses of their resources.

CONSENT CALENDAR

- Item 1: APPROVAL OF VOUCHERS
- Motion is to approve for payment vouchers and payroll transfer through November 30, 2017 included in the attached list and further described as follows:
- | | | |
|--|----------------|---------------|
| Total A/P Checks/Vouchers | #152325-152586 | \$ 277,236.57 |
| Electronic Wire Transfers | #953-955 | \$ 48,426.37 |
| Payroll Checks | #19006-19007 | \$ 1,269.76 |
| Payroll Deposit | #480001-480166 | \$ 357,816.03 |
| Total Certified Checks, Wires, A/P and Payroll Vouchers: | | \$ 684,748.73 |

- Item 2: 2018-2019 ON-CALL CONSULTANT AGREEMENTS FOR CIVIL ENGINEERING SERVICES
Motion is to approve the Consultant Agreements for the On-Call Civil Engineering Services (2018-2019) with AMEC Foster Wheeler Environment & Infrastructure, Inc., Century West Engineering, Exeltech Consulting, Inc., GeoDesign Inc., HWA GeoSciences Inc., KPFF Consulting Engineers, KPG P.S., Parametrix Inc. and Tetra Tech Inc., each up to \$1,000,000.00, and authorize the City Manager to sign the Agreements substantially in the form as submitted.
- Item 3: 2018 VEHICLE AND EQUIPMENT PURCHASE
Motion is to approve the purchase of vehicles and equipment identified in Attachment 1 for a total amount of \$510,657.16, and to authorize the City Manager or the City Manager's designee to sign the purchase orders substantially in the form as attached.
- Item 4: DES MOINES MUNICIPAL DUI CANDIDATE COURT
Motion is to accept the grant from the Washington Traffic Safety Commission in the amount of \$34,800 for the purposes of establishing a DUI court in Des Moines and further to ratify and confirm the City Manager's approval of the attached contract.
- Item 5: SETTLEMENT AGREEMENT AND RELEASE: HESSELGESSER V. CITY OF DES MOINES, ET. AL.
Motion is to approve the Release and Settlement Agreement quieting title to the eastern half of platted but unimproved right of way abutting 20906 1st Place South in favor of Plaintiff Hesselgessers, and authorize the City Manager and the City Attorney to sign the Agreement and Stipulated Judgement substantially in the form as attached.
- Item 6: CONSULTANT CONTRACT AMENDMENT FOR BUILDING PLANS AND EXAMINATION SERVICES: BHC CONSULTANTS, LLC
Motion is to approve Amendment No. 2 to the Contract with BHC Consultants, continuing professional inspection and plan review services for the year 2018 in an amount not to exceed \$60,000, and to authorize the City Manager to sign the contract amendment substantially in the form submitted.

Direction/Action

Motion made by Councilmember Nutting to approve the Consent Agenda; seconded by Councilmember Kaplan.
 The motion passed 6-0.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

- Item 1: DRAFT ORDINANCE NO. 17-111 RELATING TO THE ENVIRONMENT CODE ESTABLISHING AN OFF-SITE MITIGATION AND FEES PAID IN LIEU PROGRAM AND AMENDING CHAPTER 16.25, AND ESTABLISHING AN ASSOCIATED URBAN FORESTRY FUND IN CHAPTER 3.51
 Staff Presentation: Grant Fredricks, Management Consultant

Mayor Pina opened the public hearing at 7:52 p.m.

Management Consultant Fredricks presented a PowerPoint presentation to the Council.

As no one signed up to speak, Mayor Pina called 3 times if anyone wished to speak; seeing none he asked Council if they had any questions.

Mayor Pina closed the public hearing at 8:14 p.m.

Direction/Action

Motion made by Councilmember Musser to suspend Rule 26(a) in order to enact Draft Ordinance No 17-111 on first reading; seconded by Councilmember Kaplan.

The motion passed 6-0.

Direction/Action

Motion made by Councilmember Musser to adopt Draft Ordinance No. 17-111 relating to the Environment Code establishing an off-site mitigation and fees paid in lieu program and amending chapter 16.25, and establishing an associated urban forestry fund in chapter 3.51; seconded by Councilmember Kaplan.

The motion passed 6-0.

Mayor Pina read Draft Ordinance No. 17-111 relating to the Environment Code establishing an off-site mitigation and fees paid in lieu program and amending chapter 16.25, and establishing an associated urban forestry fund in chapter 3.51 into the record.

Item 2: DRAFT ORDINANCE NO. 17-073; LANDSCAPE FOR ESSENTIAL PUBLIC TRANSPORTATION FACILITIES
Staff Presentation: Grant Fredricks, Management Consultant

Mayor Pina opened the public hearing at 8:20 p.m.

Management Consultant Fredricks presented a PowerPoint presentation to the Council.

As no one signed up to speak, Mayor Pina called 3 times if anyone wished to speak; seeing none he asked Council if they had any questions.

Mayor Pina closed the public hearing at 8:32 p.m.

Direction/Action

Motion made by Councilmember Kaplan to suspend Rule 26(a) in order to enact Draft Ordinance No 17-073 on first reading; seconded by Councilmember Musser.

The motion passed 6-0.

Direction/Action

Motion made by Councilmember Kaplan to adopt Draft Ordinance No. 17-073 relating to City land use and development regulations, and amending chapters 18.15, 18.190 and 18.195 DMMC to minimize the impact on property owners and tenants affected by the acquisition of right of way by Sound Transit and project design for the Federal Way Link Extension through Des Moines, a regional essential public transportation facility; seconded by Councilmember Musser. The motion passed 6-0.

Mayor Pina read Draft Ordinance No. 17-073 relating to City land use and development regulations, and amending chapters 18.15, 18.190 and 18.195 DMMC to minimize the impact on property owners and tenants affected by the acquisition of right of way by Sound Transit and project design for the Federal Way Link Extension through Des Moines, a regional essential public transportation facility into the record..

Item 3: DRAFT ORDINANCE NO. 17-140; RENAMING SOUTH 236TH LANE TO COLLEGE WAY

Staff Presentation: Brandon Carver, Public Works Director

Mayor Pina opened the public hearing at 8:38 p.m.

Public Works Director Carver presented the staff report and PowerPoint presentation to the Council.

As no one signed up to speak, Mayor Pina called if anyone wished to speak.

- Michael Phan, Highline Community College Administration Vice President, Proponent of the proposed Draft Ordinance.

Mayor Pina called 3 more times if anyone wished to speak; seeing none he asked Council if they had any questions.

Direction/Action

Motion made by Councilmember Kaplan to suspend Rule 26(a) in order to enact Draft Ordinance No 17-140 on first reading; seconded by Councilmember Musser.

The motion passed 6-0.

Direction/Action

Motion made by Councilmember Kaplan to enact Draft Ordinance No. 17-140 renaming South 236th Lane to College Way effective January 15, 2018; seconded by Councilmember Musser.

The motion passed 6-0.

Mayor Pina read Draft Ordinance No. 17-140 renaming South 236th Lane to College Way effective January 15, 2018 into the record.

Mayor Pina advised that with Council's enactment of Draft Ordinance No. 17-140 he asked Council for their support of him signing the City's proposed endorsement of Highline College's application to the State Board of Community and Technical College for funding to renovate and replace current campus building to create an enhanced and inclusive Student Services Building. Council agreed.

NEW BUSINESS

Item 1:

NORTH MARINA PARKING LOT BULKHEAD AND RESTROOM
REPLACEMENT - CONSULTANT DESIGN CONTRACT

Staff Presentation: Andrew Merges,
Transportation & Engineering Services Manager

Transportation & Engineering Services Manager Merges presented a brief PowerPoint presentation.

Direction/Action

Motion made by Councilmember Kaplan to approve the Local Agency A&E Professional Services Cost Plus Fixed Fee Consultant Agreement with Exeltech Consulting for the North Marina Parking Lot Bulkhead and Restroom Replacement project in the amount of \$1,388,233.56, and further authorize the City Manager to sign said Consultant Agreement substantially in the form as submitted; seconded by Deputy Mayor Pennington.
The motion passed 6-0.

NEXT MEETING DATE

December 14, 2017 City Council Study Session

ADJOURNMENT

Direction/Action

Motion made by Councilmember Kaplan to adjourn; seconded by Deputy Mayor Pennington.
The motion passed 6-0.

The meeting was adjourned at 9:13 p.m.

Respectfully Submitted,
Renee Cameron, CMC
Deputy City Clerk

MINUTES

DES MOINES CITY COUNCIL STUDY SESSION City Council Chambers 21630 11th Avenue South, Des Moines

December 14, 2017 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Melissa Musser.

ROLL CALL

Council present: Mayor Matt Pina; Deputy Mayor Vic Pennington, Councilmembers Melissa Musser, Jeremy Nutting, Luisa Bangs, Robert K. Back and Dave Kaplan.

Staff present: City Manager Michael Matthias, Chief Operations Officer Dan Brewer, City Attorney Tim George, Assistant City Attorney Matt Hutchins, Community Development Director Susan Cezar, Transportation Project Manager Len Madsen, Public Works Director Brandon Carver, Harbormaster Joe Dusenbury, Assistant Harbormaster Scott Wilkins, Deputy City Clerk Renee Cameron, and City Clerk/ Communications Director Bonnie Wilkins.

DISCUSSION ITEMS

- Item 1: COMMUNITY CONNECTIONS UPDATE
Transportation Projects Manager Len Madsen provided a PowerPoint presentation to the Council.
- Item 2: EMPLOYEE RECOGNITION
City Manager Matthias recognized Parks, Recreation and Senior Services Director Patrice Thorell for going above and beyond to assist a local family in need of assistance.

COMMENTS FROM THE PUBLIC

- Matt Mahoney, Des Moines, Recognized outgoing Councilmembers Musser and Kaplan.
- Traci Buxton, Des Moines, Recognized outgoing Councilmembers Musser and Kaplan.
- Bill Linscott, Des Moines, Recognized outgoing Councilmembers Musser and Kaplan.
- Bob Pond, Des Moines, Recognized Mayor Pina and outgoing Councilmember Kaplan.

DISCUSSION ITEMS (CONTINUED)

- Item 3: COUNCIL GUIDANCE AND ACKNOWLEDGEMENT
Mayor Pina and Council recognized outgoing Councilmember Musser and Councilmember Kaplan for their years of service on the Council.

At 8:26 p.m. Council took a 15 minute break.

EXECUTIVE SESSION

Item 1: PERFORMANCE OF A PUBLIC EMPLOYEE PER RCW 42.30.110(1)(G), 30 minutes.

At 8:42 p.m. Council resumed the Study Session and went into Executive Session. The purpose of the Executive Session was to discuss the Performance of a Public Employee under RCW 42.56.110(1)(g). The Executive Session was expected to last for 30 minutes.

In attendance were: Mayor Pina; Deputy Mayor Pennington, Councilmembers Musser, Nutting, Bangs, Back and Kaplan; City Manager Matthias; Chief Operations Officer Brewer, and City Attorney George.

At 9:02 p.m. Councilmembers-elect Traci Buxton and Matt Mahoney joined the Executive Session and Chief Operations Officer Brewer left the Executive Session.

At 9:12 p.m. Mayor Pina extended the Executive Session for 20 minutes.

At 9:32 p.m. Mayor Pina extended the Executive Session for 10 minutes.

Council returned from Executive Session at 9:42 p.m. The Executive Session lasted 1 hour.

NEXT MEETING DATE

January 11, 2018, City Council Regular Meeting

ADJOURNMENT

The meeting was adjourned at 9:42 p.m.

Respectfully Submitted,
Renee Cameron, CMC
Deputy City Clerk

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Children's Dental Health Month
Proclamation

FOR AGENDA OF: January 18, 2018

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: January 10, 2018

ATTACHMENTS:

1. Proclamation

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☐ Legal ____
- ☐ Finance ____
- ☐ Courts ____
- ☐ Police ____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to recognize February as Children's Dental Health Month.

Suggested Motion

Motion 1: "I move to approve the Proclamation recognizing February as Children's Dental Health Month."

Background

As part of the University of Washington, School of Dentistry, the Center for Pediatric Dentistry is dedicated to encouraging good oral health for all children, including those with special needs such as autism or Down syndrome, and those enrolled in or eligible for Medicaid. The University of Washington is encouraging local cities to recognize February as Children's Dental Health Month. The American Dental Association has long dedicated February as National Children's Dental Health Month to help share information on the importance of good oral health on a child's overall health.

In our region, Medicaid covers nearly all dental expenses for children, including allowing children to be enrolled even if the parent is undocumented – all to help ensure that children can receive the care they need. Currently, in King County, nearly 50% of children enrolled in Medicaid do not access the available care. It has been shown that good oral health directly affects a child's nutrition, ability to concentrate and learn, and that it impacts the number of school or day-care days missed.

This proclamation can help increase awareness among all parents and those engaged in child-oriented programs that good dental practices beginning as soon as a child has teeth are important, and that resources are available in the community to make accessing services available to all children, regardless of income, background and whether the child has special needs.



Proclamation

WHEREAS, our communities future depends, to a large measure, on the good health of our children and families; and

WHEREAS, good oral health can be achieved in part through good dental habits learned early and reinforced throughout life; and

WHEREAS, good oral health contributes to better nutrition, greater ability to concentrate, and improved school attendance; and

WHEREAS, the City of Des Moines has demonstrated a strong commitment to all children in our community through many early childhood and school programs; and

WHEREAS, National Children's Dental Health Month is celebrated each February in order to raise awareness about the importance of good oral health; now therefore

THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS

FEBRUARY AS CHILDREN'S DENTAL HEALTH MONTH

AND encourages all our residents of our community to join in this special observance.

SIGNED this 18th day of January, 2018.

Matt Pina, Mayor

The Waterland City

THIS PAGE LEFT INTENTIONALLY BLANK

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2018-2019 Recycling Program
Professional Services Contract

FOR AGENDA OF: January 18, 2018

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: January 11, 2018

ATTACHMENTS:

1. Draft Agreement between the City of Des Moines and Olympic Environmental Resources for the 2018-2019 Des Moines Recycling Program

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal *AG*
☒ Finance *CP*
☐ Courts _____
☐ Police _____

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

Purpose and Recommendation

The purpose of this agenda item is to seek Council approval for the professional services contract with Olympic Environmental Resources for administration of the City's 2018-2019 Recycling Program.

Suggested Motion

Motion 1: "I move to authorize the City Manager to sign the Professional Services Contract for the 2018-2019 Recycling Program between the City of Des Moines and Olympic Environmental Resources substantially in the form as submitted."

Background

Recycling Grants

The City uses a combination of three grants from King County and the State of Washington to sponsor recycling and collection events for Des Moines residents.

The King County Solid Waste Division Waste Reduction and Recycling Grant (WRR) is effective 1/1/17 through 12/31/18. This grant provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation initiatives that integrate with waste reduction/recycling programs and services.

The Seattle & King County Public Health Local Hazardous Waste Management Plan Grant (LHWMP) is effective 1/1/17 through 12/31/18. These grant funds are allocated to implement hazardous waste programs and/or services.

The WA Department of Ecology Coordinated Prevention Grant (CPG) Program is part of the 2017-2019 Washington State capital budget, which has yet to be approved. Therefore, Ecology cannot yet enter into grant agreements and the funding levels are currently unknown. The contract with Olympic Environmental Resources includes an estimated CPG budget, however, in the event that expected grant funds do not become available, the project budget will be reduced accordingly.

Professional Services Contract

Staff is requesting Council authorize the City Manager to sign the contract between the City of Des Moines and Olympic Environmental Resources (OER) for planned residential recycling events in 2018 and 2019. Under the consultant contract, OER will be the event coordinator for all City residential recycling and collection events through December 2019 as well as assist in the preparation of 2018-2020 recycling grant applications and prepare written reports and reimbursement requests after each collection event.

Discussion

For the 2018-2019 Recycling Program, the City will sponsor two residential recycling collection events per year, one in the spring and one in the fall. The timing of these events are coordinated with the curbside garbage collection event covered in the Recology CleanScapes Solid Waste Collection Agreement.

Through these grants and contract, the City will continue to reduce the amount of hazardous and non-hazardous materials going into the local waste stream at no additional cost to the City.

The spring and fall events have proven to be exceptionally popular among Des Moines residents because they provide a local site to recycle materials that are not accepted by the curbside recycling program. Residents may recycle items including bulky wood, appliances, ferrous and non-ferrous metals, reusable textiles, reusable household goods, tires, lead-acid batteries, alkaline batteries, porcelain toilets and sinks, cardboard, propane tanks, electronic and computer equipment and mattresses. Additional items continue to be explored as the variety of materials collected curbside has increased under the solid waste contract with Recology CleanScapes that began collection on November 1, 2011.

The 2016-2017 contract with OER expired on December 31, 2017. The estimated budget for the 2018-2019 Recycling Program is \$65,048.28, depending on grant funding. Should expected grant funds not become available, the contract budget will be reduced accordingly.

Administration initiated a Request for Proposals (RFP) to make sure that all qualified consultants, including women and minority owned businesses, had a chance to compete for the contract. One proposal, from Olympic Environmental Resources, was received. OER is a qualified candidate due to its extensive experience of working with King County cities for over twenty years on recycling and collection events identical to Des Moines' events. OER also has detailed knowledge of the grant process for King County, the Health Department, and the Department of Ecology. A draft version of the contract between the City of Des Moines and OER is included in this agenda item.

Alternatives

1. The City Council may authorize the City Manager to sign the Professional Services Contract for the 2018-2019 Recycling Program between the City of Des Moines and Olympic Environmental Resources.
2. The City Council may decline to authorize the City Manager to sign the Professional Services Contract with Olympic Environmental Resources.
3. The City Council may continue this agenda item and request that staff provides additional information on the OER Professional Services Contract. Continuance of this item may result in loss of grant funds for the 2018-2019 grant cycle.

Financial Impact

As the contract with Olympic Environmental Resources is funded by grants, there will be no fiscal impact to the City related to the consulting contract.

Recommendation or Conclusion

Staff recommends that the City Council authorize the City Manager to sign the 2018-2019 OER Professional Services Contract substantially in the form as submitted.

Concurrence

Finance and Legal Departments concur.

THIS PAGE LEFT INTENTIONALLY BLANK

**AGREEMENT BETWEEN THE CITY OF DES MOINES
AND OLYMPIC ENVIRONMENTAL RESOURCES FOR THE
2018-2019 DES MOINES RECYCLING PROGRAM**

THIS AGREEMENT, entered into as of this ____ day of _____, 2018, is by and between the CITY OF DES MOINES, a Washington municipal corporation, hereinafter referred to as the "City", and OLYMPIC ENVIRONMENTAL RESOURCES, hereinafter referred to as the "Contractor".

In consideration of the covenants and conditions set forth below, the parties agree as follows:

1. **Purpose.** The purpose of this Agreement is to retain the Contractor to provide professional services for the 2018-2019 Recycling Program for the residents of the City as set forth below.
2. **Scope of Work.** Contractor agrees to furnish all materials, labor and other incidentals and to perform all services and work as described in this Agreement and the Contract Documents, which consist of this Agreement and the following Attachment A, which is by this reference incorporated herein:

Attachment A: Scope of Work – 2018/19 Recycling Collection Events

The following provisions modify and/or supersede any contrary language found in Attachment A, which shall remain in full force and effect except as expressly modified below:

- The City may call upon the Contractor for additional services that will be negotiated at that time; and,
 - The Contractor will ensure compliance with applicable State Prevailing Wage Rates, which are set by the Washington Department of Labor and Industries.
3. **Project Schedule.** Contractor agrees to hold the Residential Recycling Collection Events in the parking area of the Des Moines Marina or another suitable location during March and October/November 2018 and 2019.
 4. **Payment.** As full and adequate consideration for all work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work, the Contractor shall be paid a maximum amount of \$65,048.28 (sixty-five thousand, forty-eight dollars, and twenty-eight cents) including tax, pending receipt of additional 2018-19 Local Hazardous Waste Management Plan, King County Waste Reduction and Recycling, and WA State Department of Ecology grant funds. At the completion of any task described in the Scope of Work, the Contractor will submit an invoice to the City's designated representative. The invoice must include documentation of all work performed, vendor's billings, and receipts of purchase. Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice.

5. City Administrative Costs. The Contractor agrees to reduce the total contract amount by up ten percent to account for City staff involvement in overseeing recycling activities and programs.

6. Insurance. By the date of execution of this Contract, the Contractor and its Subcontractors, if authorized, shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representative, employees, and/or subcontractors. The Contractor or subcontractor shall pay the cost of such insurance. By requiring such minimum insurance, the City shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this contract. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintains greater limits and/or broader coverage. Coverage should also include Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable Federal Law. Any deductibles or self-insured retention must be declared to, and approved by, the City. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the City and shall be the sole responsibility of the Contractor.

The Contractor and its Subcontractors shall secure and maintain in force throughout the duration of this Agreement, insurance coverage sufficient to satisfy the following minimums:

Comprehensive Commercial General Liability:

\$1,000,000 combined single limit per occurrence.
 \$2,000,000 aggregate.

The Contractor's Subcontractors shall secure and maintain in force throughout the duration of this Agreement, insurance coverage sufficient to satisfy the following minimums:

Commercial Automobile Liability:

\$1,000,000 combined single limit per accident for bodily injury and property damage.

The Contractor's Subcontractor(s) that accept batteries and petroleum-based products shall name the City of Des Moines and its officials, officers, agents, and employees as an additional named insured and shall provide a certificate of insurance and policy endorsements to the City. The Contractor's Subcontractor(s) are required to carry the following insurance coverage sufficient to satisfy the following minimums:

Pollution Legal Liability Insurance:

\$1,000,000 per occurrence.
 \$2,000,000 aggregate.

The Contractor's general liability policies shall name the City of Des Moines and its officials, officers, agents and employees as an additional named insured. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require complete certified copies of all required insurance policies at any time. A thirty (30) days advance written notice to the City is required in the event the insurer for the Contractor or the insurer for any subcontractor to the Contractor cancels or modifies the policy. Certificates of coverage, as set forth in this section shall be delivered to the City within fifteen (15) days of execution of this Agreement.

7. Performance Standards. Contractor's services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and competently and in accordance with professional standards of conduct and performance, and consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

8. Modification. No change, alteration, modification, or addition to this Agreement will be effective unless it is in writing and properly signed by both parties.

9. Independent Contractor Status. The Contractor is considered an independent Contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent Contractor and shall never represent or construe its status to be that of an agent or employee of the City, nor shall the Contractor be eligible for any employee benefits.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

The Contractor shall provide, at its sole expense, all materials, manpower, equipment and utility services, and other necessities to perform fully and timely its duties and services under this Agreement, unless otherwise specified in writing.

The Contractor, at its sole expense, shall obtain and keep in force any and all necessary licenses, permits, and tax certificates. The Contractor shall maintain all necessary insurance as specified in Section 6 to protect Contractor from losses and claims which may arise out of or result from performance of duties related to this Agreement, including Worker's Compensation and general liability, and others as may be required in writing.

The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall assist the City in complying with all conditions concerning grants and other federal assistance under the laws of the City of Des Moines, King County, the State of

Washington, and the United States of America. Contractor shall obtain a business license under Des Moines Municipal Code § 5.04.020 and shall pay business and occupation taxes as required by Des Moines Municipal Code § 3.84.060.

10. Business Licenses. The Contractor shall obtain, at its own expense, all permits and licenses required by the City or any other governmental authority and maintain the same in full force and effect during the terms of this Agreement.

13. Assignment. The Contractor shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Agreement or for any of the compensation due it hereunder, in whole or in part, except as authorized in writing by the City.

12. Indemnification. The Contractor and its Subcontractors shall defend, indemnify and hold the City, King County, City of Seattle or the State of Washington (when any funds for this Contract are provided by King County, City of Seattle or the State of Washington) 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.

The Contractor shall protect, indemnify and save harmless the City and its officers, agents and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits or taxes; and/or (2) the supplying to the Contractor of work, services, materials, and/or supplies by Contractor employees or other suppliers in connection with or in support of the performance of this Contract.

It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

13. Amendments and Termination. Amendments to this agreement must be in writing and be signed by authorized representatives of each party hereto. Either party may terminate this agreement with thirty (30) days' written notice provided to the individuals set forth in Section 21 below. Upon receipt of the notice of termination, no additional services shall be performed beyond the fifth day following the notice unless the parties agree in writing to a later stop work date. The City shall only be responsible for the payment of services as provided under the terms of this Contract.

14. Alternative Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this agreement, including any question regarding breach, termination or invalidity thereof, shall be resolved by arbitration in Seattle, Washington in accordance with the American Arbitration Association, or Judicial Dispute Resolution which rules are deemed to be

incorporated by reference into this clause. The maximum number of arbitrators shall be three in any claim, suit, action or other proceeding relating in any way to this agreement or any claims arising out of this agreement, except as otherwise ordered. All arbitration fees shall be borne equally by the parties and the parties shall pay their own attorneys' fees and costs.

15. Applicable Law and Jurisdiction. This Agreement shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method is arbitration as set forth above, in the event any claim, dispute or action arising from or relating to this agreement 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. The prevailing party in any such action before the courts shall be entitled to recover its costs of suit and reasonable attorneys' fees.

16 Unenforceable Clauses: If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

17. Severability. Should any term, provision, condition or other portion of this Agreement or its application be held to be inoperative, invalid or unenforceable, and the remainder of this Agreement still fulfills its purposes, the balance of this Agreement or its application or other circumstances shall not be affected thereby and shall continue in full force and effect.

18. Waiver. The waiver by either party of any breach of any terms, conditions, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Agreement.

19. Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

20. Time of Essence. The Contractor acknowledges the importance to the City of the City's project schedule and agrees to put forth reasonable efforts in performing the services with due diligence under this Agreement in a manner consistent with that schedule as attached hereto. The City understands, however, that the Contractor's performance must be governed by sound professional practices.

21. Notices. Any Notice required or permitted to be given under this Agreement shall be deemed sufficient if given in writing and deposited into any post office as first-class, postage prepaid, certified mail, return receipt requested, and addressed to:

City of Des Moines:

Technical Matters

Laura Techico, Principal Planner
 21630 13th Ave. S., Suite D
 Des Moines, WA 98198
 Phone: 206-870-6595
 Fax: 206-870-6544
 Email: ltechico@desmoineswa.gov

Company:

Contractual Matters

Paul Devine
 4715 SW Walker St
 Seattle, WA 98116
 Phone: 206-938-8262
 Email: pauldevine@msn.com

Technical Matters

Paul Devine, same

22. Concurrent Originals. This Agreement may be signed in counterpart originals.

23. Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

24. Entire Agreement: This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties. Each party hereby acknowledges receipt of a copy of this Agreement executed by both parties.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

CITY OF DES MOINES

CONTRACTOR

By _____
 Michael Matthias
 City Manager
 City of Des Moines

By  _____
 Paul M. Devine
 General Manager
 Olympic Environmental Resources

Dated _____

Dated January 3, 2018

Agreement Between the City of Des Moines and Olympic Environmental Resources
2018-2019 Des Moines Recycling Program
Page 7

APPROVED AS TO FORM:

Tim George
City Attorney

Dated _____

Attachment A

Scope of Work – 2018/19 Recycling Collection Events

TASK ONE – Residential Recycling Collection Events

In 2018 and 2019, Olympic Environmental Resources (OER) will implement one spring and one fall Residential Recycling Collection Event. A total of four events will be implemented. Event hours will be 9:00 a.m. to 3:00 p.m. The parking lot at the Des Moines Marina or other suitable location will be the site of the events. Materials collected at the events will be bulky wood; CFC appliances*; ferrous and non-ferrous metals*; reusable textiles; reusable household goods; tires*; lead acid batteries; alkaline batteries; porcelain toilets and sinks*; cardboard; propane tanks*; electronic and computer equipment; and mattresses*.

Schedule – 2018 and 2019 – Spring Event – March, April, or May; Fall Event – October, November.

Personnel/Subcontractors – Olympic Environmental Resources staff, A Plus Demolition & Excavation, INC, All Battery Sales and Service, Tire Disposal and Recycling, Northwest Center, Seattle Goodwill, Total Reclaim, Inc., and other vendors as well as flyer production/distribution and supply and rental vendors.

Cost: \$65,048.28

Estimated Costs	2018	2019	TOTAL
Management/Staffing/Admin/Graphics	\$15,764.14	\$15,764.14	\$31,528.28
Event Staff Costs	\$4,510.00	\$4,510.00	\$9,020.00
Collection/Hauling Costs			
Wood Waste	\$850.00	\$850.00	\$1,700.00
Scrap Metal, Appliances, Electronics, Cardboard, etc.	\$3,000.00	\$3,000.00	\$6,000.00
Tires	\$1,200.00	\$1,200.00	\$2,400.00
Batteries	\$800.00	\$800.00	\$1,600.00
Printing/Mailing*	\$4,900.00	\$4,900.00	\$9,800.00
Event Supplies	\$250.00	\$250.00	\$500.00
Other Expenses - rentals, etc	\$1,250.00	\$1,250.00	\$2,500.00
TOTALS	\$32,524.14	\$32,524.14	\$65,048.28

*Event flyers will be sent to all Des Moines single-family households.

2018/19 Des Moines Recycling Grants

NOTE: The City of Des Moines Administration cost is included in the grant totals.

2018 King County Solid Waste Division WRR Grant	\$16,000.00
2019 King County Solid Waste Division WRR Grant - estimate	\$19,750.00
Subtotal	\$35,750.00

2018 King County Health Department Grant	\$12,858.64
2019 King County Health Department Grant - estimate	\$13,000.00
Subtotal	\$25,858.64

2018/19 WA State Dept of Ecology CPG Grant – through 6/30/19 - estimate	\$16,000.00
2019 WA State Dept of Ecology CPG Grant – 7/1/19-12/31/19 - estimate	\$ 5,500.00
Subtotal	\$21,500.00

Total*	\$ 83,108.64
---------------	---------------------

* The project budget is estimated based on grant funds both available and expected. In the event that expected grant funds don't come available, the project budget will be reduced accordingly.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Sale of Abandoned Vessels

ATTACHMENTS:

Draft Resolution No. 17-164

FOR AGENDA OF: January 18, 2018

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: January 10, 2017

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSB

- ☒ Legal
- ☐ Finance
- ☐ Courts
- ☐ Police

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to seek City Council authorization and/or ratification for the disposal of vessels that have been abandoned in the Marina. The vessels listed in Exhibit A of Draft Resolution No. 17-164 have been determined to be abandoned according to the conditions set forth in Marina Rule 5.1. Accordingly, the Council may authorize the auction, sale or scrapping of the vessels to recover the fees owed to the Marina and to limit potential losses.

Suggested Motion: "I move that Council adopt Draft Resolution No. 17-164, authorizing the sale of the abandoned vessels, Flying Free, (no identification numbers), Spare Time, (Washington Registration No. WN 07090 RD), Mud Shark, (Washington Registration No. WN 6841 SK), American, (Washington Registration No. WN 7067 SH), Rainier, (Federal Documentation No. 285175), and Four Aces, (Washington Registration No. WN 0042 NX), by public auction, sale, or scrapping."

Background

In the usual course of business the Marina has to seize and sell at auctions boats whose owners have stopped paying the moorage fees or boats that have been abandoned in the Marina and the staff cannot

contact the last known owner(s). In the past, the number of cases of non-payment or abandonment averaged less than one per year but for a number of reasons there were more cases in 2016 and 2017. At this time the Marina staff is trying to complete the process on six boats in the Marina. Although all of the listed vessels have “accrued back moorage”, abandoned or derelict vessels are removed from the permanent and guest moorage docks and placed in storage so the slips can be re-rented so the impact on overall moorage revenues is small.

Discussion

Currently there are six vessels in the Marina that have either been abandoned here or have been seized for non-payment of moorage fees.

- Flying Free – 43 ft. wood hull trawler. (No identification numbers available.) This boat was brought into the Marina in late August by a man who paid for three days guest moorage, told staff he was selling the vessel and then he disappeared. Staff has had no contact with him since then. This vessel has been posted, declared abandoned and seized and will be sold on the Public Auction site. The accrued moorage is approximately \$3,800 and staff expects that the vessel will sell for about that amount.
- Spare Time – 56 ft. wood hull motor yacht, Washington Registration Number WN07090RD, Federal Documentation number 520485. This vessel was brought into the Marina last May. It has been declared abandoned as a result of non-payment and will be sold on the Public Auction site. As of the end of December, accrued guest moorage charges were about \$12,000. The vessel is old and inoperable but staff expects to recover a significant amount of the back charges.
- Mud Shark – 30 ft. Buccaneer fiberglass hull sail boat. (WN 6841 SK). This sailboat was brought into the Marina under tow about two months ago and has not paid any moorage. Marina staff is still in contact with the owner but the vessel has been posted and seized. This vessel is in very poor condition and it is unlikely to sell at auction. The owner may still be able to pay the past moorage, about \$900, but worst case is that Marina staff will have to haul it out, break it up and take it to the dump. Last time a vessel was disposed of this way it cost about \$1,500.
- American – 24 ft. fiberglass hull sailboat. (WN 7067 SH). Seized for non-payment of guest moorage. We have no contact with the former owner and this boat will go to auction. The boat is in poor condition but it may sell for a small amount. The moorage owed is about \$500.
- Rainier – 40 ft. wood hull former military work boat. (Federal Documentation number 285175). This boat was towed into the Marina last spring by the US Coast Guard after the owner was forced out of a marina in Tacoma and spent three days drifting around the sound. The Coast Guard called the Des Moines Police Department because the owner was “combative”. He was arrested and staff did not see him again for a couple of weeks. When he did return he did not have any money and his connection to reality was tenuous at best. The Assistant Harbormaster contacted the Coast Guard and was told that Federal law requires them to tow a distressed vessel to the nearest safe port and in this case that was the Des Moines Marina and that any further action was up to the City. Staff contacted his family and they said they wanted nothing to do with him. Eventually “Captain Ron” disappeared and left behind a wooden boat so rotten that the staff does not believe it is safe to haul it out of the water. This vessel has accrued about \$2,500 in back guest moorage fees.

Staff has found a yard in South Park that will haul it and break it up. Estimated cost is about \$6,000 for the tow and hauling the boat. Staff has also checked with the State’s derelict vessel program and will seek reimbursement for the Marina’s expenses.

- Four Aces – 32 foot Bayliner. (HIN number USDA55ER1596, WN 0042 NX) This boat has been here for over 4 years now. The owner, a former tenant gave it back to his lender, Key Bank, as a voluntary repossession and Key Bank never came to pick it up. Staff has tried to contact Key Bank several times through various channels to no avail. Key Bank's boat lending unit, once one of the largest marina lenders in the industry is no longer in business and it is not clear now who actually owns the loan on the boat. The boat has serious, expensive mechanical problems so at this point staff thinks it is best to have it hauled or towed to a yard that will break it up. There may be enough salvage value in the boat to get a yard to take it for little or no charge. The accrued moorage on this vessel is about \$9,000.

Summary:

As of now, the Spare Time, Flying Free and the 24 ft. sailboat should sell for enough to recover most past moorage and the fees incurred for seizing and selling them. It will cost about \$7,500 to dispose of the "Rainier" and the "Mud Shark" but the Marina may be able to recover some of that cost from the State's derelict vessel program. It is possible that the "Four Aces" can be disposed of without any further cost to the Marina.

Financial Impact

There is definitely an opportunity cost when a boat is in the Marina and no moorage fees are being collected but because the Marina has made provisions for storing abandoned boats in otherwise non-rentable spaces, impacts on permanent or guest moorage revenues are not significant. The Marina does incur costs for the staff time needed to move the vessels, deal with environmental issues and do the documentation for the seizure and sale process. The staff does track those expenses and tries to recover those costs along with any back moorage fees owed.

Conclusion

Staff recommends that the Council adopt Draft Resolution No. 17-164 and authorize staff to auction or sell the abandoned vessels to recover fees owed the Marina or dispose of them in the most cost-effective manner.

THIS PAGE LEFT INTENTIONALLY BLANK

CITY ATTORNEY'S FIRST DRAFT 01/10/2018**DRAFT RESOLUTION NO. 17-164**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, authorizing disposal of abandoned vessels by auction or sale.

WHEREAS, during regular business the City accumulates equipment and property, and

WHEREAS, six vessels were abandoned at the Marina by the owners in 2016 and 2017, and

WHEREAS, the City intends to dispose of abandoned and unneeded property as allowed by law, and

WHEREAS, the City of Des Moines typically sells property and equipment at public auction to the highest bidder or disposes of such property, and

WHEREAS, the properties described in Exhibit "A" were abandoned at the Des Moines Marina and proper notification was given to the owners and lien holders with no response, and

WHEREAS, the vessels have approximate values as follows:
(1) "Flying Free", \$4,000, (2) "Spare Time", \$11,000, (3) "Mud Shark", \$0, (4) "American", \$250, (5) "Rainier", \$0, and (6) "Four Aces", unknown, and

WHEREAS, the owners of the abandoned vessels currently owe the Marina as follows: (1) \$3,800; (2) \$12,000; (3) \$900; (4) \$500; (5) \$2,500; and (6) \$9,000, in unpaid moorage and other fees, and

WHEREAS, the City desires to auction or sell the items identified in Exhibit "A" attached to this Resolution to attempt to recover costs owed to the City; now therefore,

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

Sec. 1. The properties identified by Exhibit "A" are abandoned properties and are hereby authorized for sale or disposal.

Resolution No. _____
 Page 2 Of 4

Sec. 2. The City Manager is authorized to dispose of the items identified in Exhibit "A" by auction or sale, with a reserve to be set by Marina staff.

Sec. 3. The City Manager is authorized to establish minimum bid/sale amounts for the properties identified in Exhibit "A" as deemed to protect the City's interests.

Sec. 4. In the event the vessels cannot be sold, the City Manager is authorized to dispose of the vessels in a cost-effective method.

Sec. 5. Ratification, confirmation and approval. All acts undertaken prior to the effective date of this Resolution that are consistent with the intent and purpose of same are hereby ratified, confirmed, and approved.

ADOPTED BY the City Council of the City of Des Moines, Washington this _____ day of January, 2018 and signed in authentication thereof this _____ day of January, 2018.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

Resolution No. ____
Page 3 Of 4

EXHIBIT "A"
Resolution No. ____

Number	Description	Approximate Value
1	Flying Free – 43 ft. wood hull trawler. (No identification numbers available.) The accrued moorage is approximately \$3,800 and staff expects that the vessel will sell for about that amount.	Approx. \$4,000
2	Spare Time – 56 ft. wood hull motor yacht, Washington Registration Number WN07090RD, Federal Documentation number 520485. As of the end of December, accrued guest moorage charges were about \$12,000. The vessel is old and inoperable but the staff expects to recover a significant amount of the back charges.	Approx. \$11,000
3	Mud Shark – 30 ft. Buccaneer fiberglass hull sail boat. (WN 6841 SK). This vessel is in very poor condition and it is unlikely to sell at auction.	\$0
4	American – 24 ft. fiberglass hull sailboat. (WN 7067 SH). The boat is in poor condition but it may sell for a small amount. The moorage owed is about \$500.	Approx. \$250

Resolution No. ____
 Page 4 Of 4

5	Rainier – 40 ft. wood hull former military work boat. (Federal Documentation number 285175). This vessel has accrued about \$2,500 in back guest moorage fees. This vessel is 50 or 60 years old and has no value.	\$0
6	Four Aces – 32 foot Bayliner. (HIN number USDA55ER1596, WN 0042 NX) The boat has serious, expensive mechanical problems. There may be enough salvage value in the boat to get a yard to take it for little or no charge. The accrued moorage on this vessel is about \$9,000.	Unknown

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Collective Bargaining Agreement -
Police Management Association

FOR AGENDA OF: January 18, 2018

DEPT. OF ORIGIN: Human Resources

DATE SUBMITTED: January 11, 2018

ATTACHMENTS:

1. Des Moines Police Management
Association and City of Des Moines
Collective Bargaining Agreement

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

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

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** 

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the Collective Bargaining Agreement (“Agreement”) between the City of Des Moines and the Police Management Association (“Commanders”) for the period January 1, 2018, through December 31, 2020.

Suggested Motion

Motion: “I move to approve the Collective Bargaining Agreement between the City of Des Moines and the Des Moines Police Management Association effective January 1, 2018, through December 31, 2020, and to authorize the City Manager to execute and sign a clean copy of this Agreement substantially in the form as attached.”

Background

The City and the Commanders began negotiations on November 29, 2017, as the Agreement that had been in effect would expire on December 31, 2017. The parties reached a tentative agreement at their second meeting on December 14, 2017. Because the issues had only been discussed in general terms, the parties then worked through the specific language changes via email, culminating in the attached document which shows revisions in comparison with the 2015-2017 Agreement. The two-member unit ratified the agreement on January 10, 2018.

Discussion

The Agreement includes base wage increases of 1.9% each year for 2018, 2019 and 2020, the Agreement will assist the City in its efforts to achieve financial sustainability and greater predictability in terms of labor costs. These wage increases are not tied to the CPI-U as had been the case prior to the Commanders 2014-2017 Agreement. There would have been a 3.0% COLA for 2018 if the old formula of 100% of the Seattle-Tacoma-Bremerton CPI-U had been reinstated.

The Commanders' medical plans continue to be a choice between the LEOFF Health and Welfare Trust Plan F or the Kaiser Permanente 200 Plan under the new Agreement. Unfortunately, the LEOFF Plan F had a dramatic rate increase of 18% for 2018, much higher than the AWC medical plans. Because the Commanders 2014-2017 Agreement provided an incremental premium share calculation depending on how high premiums increased, the City's increase cost had been limited to 7.5% each year. As a result, the Commanders were slated to shoulder a much larger percentage of the premium; their 2018 employee premium share would increase to 15.75% for the employee and 25.5% for dependents. The new Agreement reduces the Commanders' premium share percentage to what non-represented employees contribute for traditional medical plans, 10% for the employee and 20% for dependents. The new Agreement includes an automatic reopener for health benefits if the LEOFF Plan F rates increase 10% or more.

In addition, this Agreement grants an increase in the additional vacation hours they receive as exempt employees, from 8 hours each quarter to 16 hours. While all exempt employees are required to work such additional hours, the Commanders are called upon at all hours of the day and night to meet the public safety needs of the City.

Alternatives

The Council could choose not to approve the Agreement and direct the City Manager to continue negotiations with the Commanders. However, that might damage the City's relationship with the Commanders following a collaborative negotiation process.

Financial Impact

When comparing this Agreement to budget forecast assumptions, this will result in a cost increase of \$7,344 for 2018.

Recommendation or Conclusion

Administration recommends approval of the proposed Agreement as it contains those changes and compromises authorized by the Council.

DES MOINES POLICE MANAGEMENT ASSOCIATION

And

CITY OF DES MOINES

COLLECTIVE BARGAINING LABOR AGREEMENT

January 1, 20185 through December 31, 202017

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE 1 - RECOGNITION AND BARGAINING UNIT	2
<i>Section 1.1. Definitions</i>	2
<i>Section 1.2. Recognition of the Association</i>	2
<i>Section 1.3 Association Activities</i>	2
<i>Section 1.4. Probationers</i>	3
<i>Section 1.5 Memorandum of Agreements</i>	3
<i>Section 1.6 Dissemination of Settled Agreement</i>	3
ARTICLE 2 - ASSOCIATION MEMBERSHIP AND DUES DEDUCTION	4
<i>Section 2.1. Eligibility</i>	4
<i>Section 2.2. Association Membership</i>	4
<i>Section 2.3. Dues Deduction</i>	4
ARTICLE 3 - EMPLOYMENT PRACTICES	5
<i>Section 3.1. Seniority Definition</i>	5
<i>Section 3.2. Personnel Reduction:</i>	5
<i>Section 3.3. Establishment of Reinstatement Registers</i>	6
<i>Section 3.4. Employee Status When Reinstated</i>	6
<i>Section 3.5. EEO/Nondiscrimination</i>	6
<i>Section 3.6. Personnel Files</i>	6
ARTICLE 4 - HOURS OF WORK	8
<i>Section 4.1. Work Day and Work Week</i>	8
<i>Section 4.2. Executive Leave</i>	8
ARTICLE 5 - DEPARTMENTAL WORK RULES AND WORK SCHEDULES	9
<i>Section 5.1. Notification of Work Rule Changes</i>	9
ARTICLE 6 - SICK LEAVE	10
<i>Section 6.1. Sick Leave Benefits</i>	10
<i>Section 6.2. Sick Leave Accrual</i>	10
<i>Section 6.3. Sick Leave Buy Back</i>	10
<i>Section 6.4. Light Duty</i>	10
ARTICLE 7 - HOLIDAYS	11
<i>Section 7.1 Holidays Allowed</i>	11
<i>Section 7.2 Holiday Bank</i>	11

ARTICLE 8 - EDUCATION ALLOWANCE	12
<i>Section 8.1. Training and Education Reimbursement Policy</i>	12
<i>Section 8.2. Class Attendance</i>	12
<i>Section 8.3. Training Allowance</i>	12
ARTICLE 9 - ANNUAL LEAVE	13
<i>Section 9.1. Annual Leave</i>	13
ARTICLE 10 - PENSIONS	14
ARTICLE 11 - BEREAVEMENT	15
ARTICLE 12 - MANAGEMENT RIGHTS	16
<i>Section 12.1. General Management Rights</i>	16
ARTICLE 13 - PERFORMANCE OF DUTY	17
<i>Section 13.1. Non-Strike Provisions</i>	17
<i>Section 13.2. Performance of Duty</i>	17
ARTICLE 14 - GRIEVANCE PROCEDURE	18
<i>Section 14.1. Grievance Definition</i>	18
<i>Section 14.2. Representation During Grievances</i>	18
<i>Section 14.3. Exceptions to Time Limits</i>	18
<i>Section 14.4. Class Action</i>	18
<i>Section 14.5. Steps and Time Limits</i>	18
<i>Section 14.6. Special Provisions</i>	19
<i>Section 14.7. Discipline</i>	20
<i>Section 14.8. Arbitrator's Authority</i>	20
<i>Section 14.9. Election of Remedies</i>	20
<i>Section 14.10. Retroactivity</i>	21
ARTICLE 15 - POLICE OFFICERS' BILL OF RIGHTS	22
<i>Section 15.1. Internal Investigations</i>	22
<i>Section 15.2 Investigation Timeline</i>	24
<i>Section 15.3. Psychological and Medical Evaluations</i>	25
<i>Section 15.4 Officer involved Critical Incidents</i>	26
<i>Section 15.5. Legal Representation</i>	27
ARTICLE 16 - COMPENSATION	29
<i>Section 16.1. Salaries</i>	29
<i>Section 16.2. Off Duty Employment</i>	29
<i>Section 16.3. Working Out of Classification</i>	29

<i>Section 16.4. Educational Incentive</i>	30
<i>Section 16.5. Clothing and Equipment</i>	30
<i>Section 16.6. Compensation for Training</i>	30
<i>Section 16.7. Retiree Rights</i>	30
ARTICLE 17 - INSURANCE COVERAGE	32
<i>Section 17.1. Health Care Insurance</i>	32
<i>Section 17.2. Long Term Disability, SIB, AD&D and Life Insurance</i>	33
<i>Section 17.3. Forms Handling</i>	33
<i>Section 17.4. Hepatitis B Vaccination Program</i>	33
<i>Section 17.5. 401 Savings Plan</i>	34
<i>Section 17.6. Indemnification</i>	34
ARTICLE 18 - MILITARY LEAVE	35
ARTICLE 19 - SAVINGS CLAUSE	36
ARTICLE 20 - ENTIRE AGREEMENT	37
ARTICLE 21 - TERM OF AGREEMENT	38
APPENDIX A - PAY SCHEDULE	39

PREAMBLE

This agreement herein contains the entire agreement between the Des Moines Police Management Association (hereinafter known as the "Association") and the City of Des Moines, Washington (hereinafter known as the "City"). The purpose of the City and Association in entering into this agreement is to set forth their complete agreement with regard to wages, hours and working conditions for the employees in the bargaining unit so as to promote the efficiency of law enforcement; public safety; the morale and security of employees covered by this agreement; and harmonious relations in which the City's Values are encouraged and practiced, giving recognition to the rights and responsibilities of the City, the Association and the employees.

The members of this Association are and have been designated exempt employees by the City of Des Moines. The Commanders currently, are the only exempt, fully Commissioned Police Officers in the Des Moines Police Department other than the Chief of Police. The members of this Association are part of and under the color of authority of the Des Moines Civil Service Commission.

The members of this association by job description are currently seconds in command for the police department and oversee the daily and special operations of the department and associated employees. Association members are required to be available by phone 24 hours a day and 7 days a week. Members are frequently required to correspond and respond at all hours of the day and night to critical incidents and inquiries. Members of the Association are expected if not required to make decisions that directly affect the lives, liberties and safety of the department's employees and the customers we serve. These final decisions and directions are commonly made in the field and are required to be done in a very timely manner. Members of the Association are also responsible to attend and present at community events and special functions. Members also are responsible to ensure operations plans are developed, staffed and implemented with the care of the community and employees at the highest level. Association members enforce policy, procedure, lawful orders, ordinances, laws and State and Federal Constitutions. They oversee, conduct and review hiring processes and internal investigations and employee reviews. Association Members develop, implement and constantly monitor department budgets and closely monitor and implement the department Strategic Plan. Association members supervise more employees than any other department within the city.

The above description is not all inclusive and is not meant to be. The description is there to show the careers of the Association Members are quite different than those of a standard City of Des Moines exempt employee.

ARTICLE 1 - RECOGNITION AND BARGAINING UNIT

Section 1.1. Definitions:

Terms used in this agreement are defined as follows:

- A. "Employer" or "City" means the City of Des Moines, Washington.
- B. "Association" means the Des Moines Police Management Association.
- C. "Employee" means regular full time commissioned Commander(s) (in the Bargaining Unit as defined in subparagraph D). New positions shall be subject to negotiation for inclusion or exclusion in the bargaining unit.
- D. "Bargaining Unit" shall include all full time commissioned Commanders.
- E. "Department" means the Des Moines Police Department.

Section 1.2. Recognition of the Association:

The City recognizes the Association as the exclusive bargaining representative for all Commanders in the Des Moines Police Department.

Section 1.3 Association Activities:

- A. Association members shall be granted use of City meeting space and reasonable release time from duty for Association meetings. However, the Chief of Police may require an appropriate number of Commanders remain on duty during the meeting at his discretion. On duty members must remain in ready status and respond to any calls for service. Time granted for such meetings shall not be cumulative.
- B. Not more than two (2) members of the Association's negotiating team shall be permitted to attend negotiation meetings with City representatives without loss of pay, to the extent such meetings are scheduled during the working hours of the members attending and the meetings do not affect the Department's ability to manage the Department. The City may utilize no more than two (2) representatives during negotiation meetings. The Association and the City may each have one (1) additional non-city employee representative attend and take part in negotiation meetings, but neither party may have more than three (3) representatives present during negotiation meetings. Changes of representatives by either party during negotiations shall be made through written notice at the earliest opportunity.
- C. Designated members of the Association shall be granted release time (subject to subsection B above) for all mutually agreed meetings between the City and the Association, when such meetings take place at a time during which such members are scheduled to be on duty. Meetings scheduled with City representatives during off duty hours are not considered compensated time.
- D. The City shall allow Association representatives a reasonable amount of time while on duty to process grievances. The immediate supervisor of the Association representative must authorize the activity. The City will allow Association material to be distributed to members by use of City employee mailboxes.

- E. The City shall provide space on existing bulletin board(s) in a mutually agreed upon location for the Association to post notices of meetings, elections and other items of interest to Association members. These materials may not be inflammatory or personal in nature or be derogatory about the City.
- F. The Association may utilize City copy machines, faxes, telephones and other equipment provided reimbursement is made to the City in accord with Department of Finance guidelines.
- G. Association employee representatives shall be allowed a reasonable amount of on-duty time to administer the terms of this agreement.
- H. Time off required by Association members to prepare for or attend compulsory arbitration meetings or hearings during the employee's normally scheduled work day(s), the time will be granted by the City
- I. Association officials will be allowed time off (Association Officials own leave banks) to attend training related to the administration of this Agreement.

Section 1.4. Probationers:

- A. The parties recognize the purpose of a probationary promotion period of employment is to provide a trial period of employment during which the City can observe the performance of the probationer before confirming the rights of permanent status.
- B. During the actual or extended promotional probationary period, the probationer shall be entitled to the protection of the grievance procedure as outlined in Article 15 - GRIEVANCE PROCEDURES; however, the determination of the employee's success or failure of probation may not be challenged under the grievance procedure. If the employee is unsuccessful in their promotional probationary period, the employee has the right to revert back to their immediately prior permanently held Civil Service rank per Civil Service rules.

Section 1.5 Memorandum of Agreements:

All agreements reached not otherwise included in this Collective Bargaining Agreement shall be reduced to writing in a separate Memorandum of Agreement which shall be signed by the City Manager and the Management Association representative.

Section 1.6 Dissemination of Settled Agreement:

Upon the settlement of the Collective Bargaining Agreement, the City will make the agreement available to each member affected by the agreement by posting it on the City's intranet.

ARTICLE 2 - ASSOCIATION MEMBERSHIP AND DUES DEDUCTION

Section 2.1. Eligibility:

The City recognizes that it shall be a condition of employment that all full time employees of the Bargaining Unit covered by this agreement shall, within 30 days of their hire date or the effective date of this agreement, whichever is later, become members in good standing of the Association and pay the dues and costs of Association membership.

Section 2.2. Association Membership:

The Association accepts its responsibility to fairly represent all employees in the bargaining unit regardless of membership status. Neither party shall discriminate against any employee because of membership or non-membership in the Association. However, this clause shall not restrict the Association from providing internal, Association sponsored benefits to Association members only.

Section 2.3. Dues Deduction:

The following procedure shall be followed in the deduction of dues for members of the Association:

- A. The City agrees to the deduction of Association dues uniformly levied by the Association for those employees who elect to become members of the Association and who request in writing to have their regular semi-monthly Association dues deduction.
- B. Each pay period, the City shall remit to the Association all dues deducted together with a list of employees and the amount deducted from each employee. The City agrees to notify the Association of new employees within thirty (30) days of the date of hire or promotion.
- C. All employees who elect not to become members of the Association shall, in lieu of Association membership, pay to the Association a regular monthly service fee equal to the Association dues schedule in effect for that employee as a semi-monthly contribution towards the administration of this agreement. Such fees shall not exceed the maximum agency fee allowed by law. Employees failing to honor their Association security obligations shall be discharged, after thirty (30) days' written notice, at the request of the Association.
- D. The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders and other judgments brought or issued against the City by third parties as a result of any action taken by the City under the provisions of this Section, unless caused by the negligence of the City.
- E. The Association and City agree that the City will not make any other deductions on behalf of the Association, except those described above.
- F. In accordance with state law, employees covered by this Agreement who are forbidden from joining a labor organization based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall pay an amount of money, equivalent to regular Association dues and initiation fee, to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Association. The employee shall furnish written proof that such payment has been made. If the employee and the bargaining representative do not reach agreement on such matter, the Public Employment Relations Commission shall designate the charitable organization.

ARTICLE 3 - EMPLOYMENT PRACTICES

Section 3.1. Seniority Definition:

- A. Seniority, for the purpose of vacation bids, layoffs and reductions in rank resulting from personnel reductions, shall be defined as the employee's length of permanent service within their current rank or classification, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed to by the City), periods of 24 months or less between resignation and reinstatement according to Civil Service procedures, or other breaks in service. In the case of an employee who has been reduced in rank or classification, their seniority shall include time spent in the higher rank(s) or classification(s).
- B. Seniority (unless otherwise defined elsewhere within this agreement), for all other purposes, shall be defined as the employee's length of permanent service with the City of Des Moines, less any adjustments due to layoff, approved leaves of absence without pay (unless otherwise agreed to by the City), periods of 24 months or less between resignation and reinstatement according to Civil Service procedures, or other breaks in service.

Section 3.2. Personnel Reduction:

- A. Should it become necessary due to budgetary conditions, lack of work, or any other reasonable cause, to reduce the number of employees in this unit, the following basic provisions will apply: authority shall determine by classification in which layoff and/or reductions in rank are to occur. Such factors as nature of function performed, risk to overall public safety, impact on the Police Department operations, shall be weighed to determine areas where reductions can be made. Layoffs or reductions in rank of employees shall be accomplished in accordance with seniority as defined in Section 3.1.A with the least senior employees being first reduced or laid off.
- B. Layoffs, (Provided an agreement exists between the Association and the Des Moines Police Guild,) Department Re-organization or Non Disciplinary Demotion/Reduction of Rank and Bumping Rights: Personnel who are reduced in rank for non-disciplinary cause or laid off work shall have bumping rights to the next lower job classification provided: they have more total seniority with the department than the employee being bumped and have previously held permanent status in that classification. The employee will be paid at the highest rate of compensation for the class they are reduced into. For example, a Commander reduced in grade for a non-disciplinary reason to a Sergeant shall be paid at the top step Master Sergeant rate of pay. The employee will be considered vested in the reduced position and will not be subject to a probationary period.
- C. No employee is obligated to accept a reduction in rank or class and may accept the involuntary lay off termination without respect to a bumping privilege.
- D. Like work Prohibition: An employee who is reduced in rank because of lay off or restructure will not be asked or expected to routinely perform like work or work customarily performed by members of the classification from which they were reduced in rank from. Performance of such duties will be considered working out of classification and will be subject to higher compensation for working out of classification at a rate at least equal to the rate they were reduced from.

Section 3.3. Establishment of Reinstatement Registers:

- A. The names of employees who have been laid off or reduced in rank shall be placed upon a reinstatement register for the same classification from which lay off or reduced in rank. This reinstatement register shall be in effect for two years from the date of layoff or reduction, and shall take priority over other hiring or promotional lists.
- B. Refusal to accept regular full-time work with the Des Moines Police Department from a reinstatement register shall terminate all rights granted under this rule provided the work is in the same classification from which the employee was laid off.
- C. Order of Reinstatement - If a vacancy is to be filled from the reinstatement register, recall shall be made on the basis of length of service within the classification. The regular employee on such register who has the most service credit shall be first reinstated except in the cases of reduction in rank where reinstatement shall be made by time of service in that rank.

Section 3.4. Employee Status When Reinstated:

In the event a non-probationary employee leaves the service of the City due to reduction in force and within the next two years the City rehires said former employee in the same classification to which assigned at the date of reduction, such employee shall be placed at the step in the relative salary range which he/she occupied at the time of the original reduction.

Association members who are recalled from layoff per Article 3.3.C shall have their sick leave balances restored to the number of hours that were in their sick leave banks at the time of layoff, minus any hours that were cashed out.

Section 3.5. EEO/Nondiscrimination:

It is agreed that the City and Association are mutually obligated to provide equal employment opportunity, consideration and treatment to all employees of the Des Moines Police Department. Where the masculine or feminine gender is used in this Agreement it is used solely for the purpose of illustration and shall not be construed to indicate the gender of any employee or job applicant.

Section 3.6. Personnel Files:

- A. The personnel files are the property of the City and shall be kept under the direct control of the Police Chief's Office and the Human Resources Department. The City agrees that the contents of the personnel files, including the personnel photographs, shall be confidential and shall restrict the use of information in the files to internal use by the Police Department and/or Human Resources~~Employee Services~~ Department.
- B. All Police personnel files must be kept maintained and secured in the confines of the Police Chief's Office and the Human Resources Department. The Police Chief and the Human Resources Director, or their designee(s), shall be responsible for the privacy of such files. It is understood that staff of each office will have access and may need to review or update personnel files while conducting City business.
- C. The City shall not allow anyone other than those employees responsible for Police Department operations and/or City administration to read, view or have a copy in whole or in

part of any employee's personnel file. This provision shall not restrict such information from becoming subject to due process by any court or administrative personnel tribunal or subject to disclosure as required by state or federal law. Any time an employee's file is subject to release in whole or in part to an outside party the employee will be notified three (3) City work days prior to such release. The notice of release shall contain the following information: to whom the record was released and under what authority (i.e. search warrant court order subpoenas etc.).

- D. Employees have the right to review their own entire personnel file. Employees shall not remove any material from their files but may upon their request have a copy of any material in their files without charge.
- E. The Association's attorney of record shall be given access to employees' personnel files. Employees can also give permission for third parties to view their file. The employee shall make a formal written request naming the person authorized to view their record (i.e. a DMPMA Executive Board member, family member or their designee(s), responsible for monitoring the process. The City shall accommodate such request at a time convenient for both parties.
- F. Employees may request removal of documents and table of content pages with reference to the specific disciplinary action(s) pertaining to suspensions of less than forty (40) hours, written reprimands, and memos of concern, provided the disciplinary action occurred at least five (5) years previous to the request and same or similar incidents have not occurred for at least five (5) years from the request. If the request meets the above criteria, the Chief of Police shall have the documents removed from the requesting employee's official City personnel file

ARTICLE 4 - HOURS OF WORK

Section 4.1. Work Day and Work Week:

Recognizing that flexibility is required in the scheduling of assignments for command personnel, the normal work week shall be the equivalent of forty (40) hours per week on an annualized basis. The normal work schedule shall be four ten-hour days, Monday through Friday, with 3 consecutive days off. The Employer reserves the right to schedule individual hours of work, shift assignments, and to schedule days off. The Employer will make a reasonable effort to notify Employees of such changes thirty (30) days in advance of the change, provided the Employer has advance knowledge of the need for a change in schedule. The Employer may change regular long term schedules and work weeks, provided employees are notified three months in advance of the schedule change. The Employer agrees to meet and discuss such changes with the Association, and the three month notification requirement may be waived by mutual agreement.

Section 4.2. Executive Leave:

It is recognized that employees will be required to spend additional time over and above their regular work week engaged in activities for the City. Since the employees are exempt from FLSA overtime, the parties agree that each member of the bargaining unit shall receive additional vacation time as do all other exempt City employees in the amount of ~~32~~ 64 hours per year, accrued at a rate of ~~8~~ 16 hours per quarter. When an employee puts in substantial additional hours, the parties shall continue the current practice concerning flex-time off.

ARTICLE 5 - DEPARTMENTAL WORK RULES AND WORK SCHEDULES

Section 5.1. Notification of Work Rule Changes:

The City agrees to notify the Association in advance of changes in departmental or City of Des Moines operating procedures or working conditions which would affect employees in the bargaining unit. Conferences to discuss such changes may be arranged prior to the time such changes would become effective. However, nothing in this section shall be construed to limit the City from exercising its management responsibilities, provided, however, that when changes in procedure or department operations would cause a reduction in force or layoff of any employee, such proposed change, including the effective date shall be provided in writing to the Association in advance of making the proposed change.

ARTICLE 6 - SICK LEAVE

Section 6.1. Sick Leave Benefits:

All full time employees shall accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Regular part time employees shall accrue sick leave on a pro rata basis according to hours worked. Accrued sick leave hours shall be carried over from year to year. Employees shall not earn sick leave benefits during a suspension without pay or a leave without pay. Employees will continue to earn sick leave while on paid sick leave, vacation leave, holiday leave and/or Kelly time leave.

Section 6.2. Sick Leave Accrual:

- A. LEOFF II employees shall have no maximum accrual of sick leave hours.
- B. Sick leave may be utilized according to the rules contained in the City of Des Moines Personnel Manual.
- C. Other Leaves. Medical, maternity, paternity, Family Medical Leave, military reserve training, and other leaves shall be as specified in the City of Des Moines Personnel Manual.

Section 6.3. Sick Leave Buy Back:

Upon the separation from service of an employee in good standing with at least ten (10) years of service or upon the death of an employee regardless of years of service with the City of Des Moines, the City will cash out two-hundred (200) hours or 25% of the employee's sick leave balance, whichever is less. For employees with at least twenty (20) years of service, the City will cash-out four-hundred (400) hours or 50% of the employee's sick leave balance, whichever is less.

Section 6.4. Light Duty:

In the event an employee becomes sick or disabled the employer may allow the employee to return to work in a light duty status. A light duty status job may be assigned so as to permit the employee to continue working within the Department in a duty capacity that the employee is physically capable of performing in accordance with the conditions set forth by the employee's physician while continuing to be paid at the employee's normal rate of salary. Such assignment is contingent upon the medical prognosis of full physical recovery from the employee's disability within a reasonable period of time. The amount of time that will be allowed for assignment to light-duty status is up to one hundred eighty (180) days; provided that the one hundred eighty (180) days period may be extended in additional 180 days increments, based upon medical prognosis for recovery. Consideration of the extension shall be based upon the medical prognosis of the employee being able to return to full employment in a reasonable period of time thereafter in accordance with the advice of a physician retained by the employer. A request for light duty status will be submitted in writing by the employee to the employer or from the employer to the employee. The City reserves the right to have a City appointed physician determine the extent of an employee's disability, ability to perform light duty and/or ability to return to full duty. The City also reserves the right to impose additional restrictions on the employee's light duty assignments based on the employee's physical ability during the injury recovery period.

ARTICLE 7 - HOLIDAYS

Section 7.1 Holidays Allowed:

The following holidays will be recognized and observed as paid holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Friday following Thanksgiving, Christmas Day, and two floating holidays.

Section 7.2 Holiday Bank:

Members of the Management Association shall receive a bank of ninety-six (96) hours of leave time on January 1 of each year in compensation for the twelve (12) holidays. The use of holiday time will be governed by the same criteria as vacation time. Employees may cash in forty (40) hours of holiday pay at the end of November to be paid on the first payday in December. Employees may cash in forty (40) hours of holiday pay at the end of October to be paid on the first payday in November. Employees must use the additional sixteen (16) hours by the end of the calendar year in which the holidays are credited.

In the event an employee uses all the holiday time and employment is terminated with the City prior to the end of the year, the remaining holiday pay will be paid back to the City out of the employee's final pay check.

ARTICLE 8 - EDUCATION ALLOWANCE

Section 8.1. Training and Education Reimbursement Policy:

The City recognizes the need to encourage and promote education opportunities for employees, subject to budgetary limitations.

- A. Training. The City will pay for or reimburse personnel for costs incurred in receiving required and/or approved job related training upon satisfactory completion of such training. Such training must be pre-approved by the Chief, or designee. Costs eligible for City payment or reimbursement include registration, books, and fees associated with such training. Employees must submit for pre-approval. The City may pay for job related training that is not required for the employee to maintain required certifications or commissions.
- B. Education. Subject to available budgeted funds, employees who wish to attend classes offered by schools, colleges, or universities may receive reimbursements upon successful completion ("C" grade or better) of such if the classes are pre-approved in accordance with the following: The employee must have successfully passed their initial probationary period of employment; The employee must not have received any discipline greater than a written reprimand within the last twelve (12) months; The class(es) must relate to the employee's current position or a promotional position within the employee's career path; Costs eligible for reimbursement include tuition, fees associated with such class(es), and fifty percent (50%) of books; If a commissioned officer is attending an accredited State institution, the officer shall be reimbursed based upon that institution's tuition schedule. If an officer is attending a non-State supported institution, the officer shall be reimbursed on the basis of the equivalent state institution or the University of Washington tuition schedule, whichever has the lower cost.
- C. Education reimbursements for BA degree programs must be approved by the Police Chief, the City Manager and the Human Resources Director, or their designees;
- D. Employees must submit for approval in accordance with City Policy.

Section 8.2. Class Attendance:

Employees who wish to attend classes offered by schools, colleges, universities, or other training organizations must do so during their off-hours. In special cases, subject to departmental approval, an irregular work schedule may be arranged in order for an employee to attend courses that are not offered during off-hours. Hours spent by an employee while attending class or studying for such class during off-hours, will not be considered compensable hours.

Section 8.3. Training Allowance:

The City will provide up to \$2,500 per year, subject to budget limitations, per bargaining unit member towards career relevant training. Members understand that should they be scheduled for training such as the FBI academy, Northwestern, or Southern Police Institute that these funds would be expected to be applied towards that training.

ARTICLE 9 - ANNUAL LEAVE

Section 9.1. Annual Leave:

Annual paid vacation shall be granted to all full time employees and part time employees on a pro rata basis. Paid vacation will be granted according to the following schedule:

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Annual Carryover</u>
0 - 3 years	8 hours per month	<u>240255</u> hours
4 - 6 years	10 hours per month	<u>240270</u> hours
7-10 years	12 hours per month	<u>240285</u> hours
11-15 years	14 hours per month	<u>240300</u> hours
16+ years	16 hours per month	<u>240315</u> hours

Provided, however, that current Association members as of January 1, 2018, shall be grandfathered to retain an annual vacation carryover cap of 315 hours.

Annual vacations are subject to the rules contained in the City of Des Moines Personnel Manual. Vacation leave hours used are to be considered hours worked. for calculation of overtime.

ARTICLE 10 - PENSIONS

Pensions for employees and contributions to pension funds will be governed by applicable Washington State Statute.

ARTICLE 11 - BEREAVEMENT

Employees shall be entitled to use bereavement leave in accordance with City Policy.

ARTICLE 12 - MANAGEMENT RIGHTS

Section 12.1. General Management Rights:

The Association recognizes that areas of responsibilities must be reserved to management if it is to function effectively. In recognition of this principle, it is agreed that the following responsibilities are not subject to collective bargaining and are management responsibilities of the City. Unless specifically modified by sections in this Agreement, management retains the exclusive right to:

- A. To direct and supervise all operations, functions and policies of the department and to modify such operations, functions and policies as they may affect employees in the Bargaining Unit.
- B. To organize and reorganize the structure, work or reporting relationships within the department.
- C. To determine the need for a reduction or an increase in the work force whether or not a vacancy exists for purposes of this agreement in accordance with Article 3.2.
- D. To contract, sub-contract, or merge with another agency for any work, goods or services; provided that any contract or sub-contract resulting in the loss of bargaining unit positions will be discussed with the Association at least 180 days in advance. In any negotiation with a potential contractor or merger partner, the City shall include in the contract proposal language that notifies the contractor of the rights of Guild members and requires compliance with all relevant federal, state, or local statutes, in particular RCW 41.14.250-280.
- E. To discipline or discharge for just cause.
- F. To determine the promotional opportunities and need for and qualifications of employees, transfers and promotions in a manner consistent with State law, Civil Service rules, or other specific provisions of this Agreement.
- G. To determine job descriptions and job content.
- H. To implement new, and to revise or discard old methods, procedures, materials, equipment, facilities and standards.
- I. To assign work and equipment, schedule employees, and establish and change work schedules.
- J. To determine the City budget and financial policies.
- K. To establish and administer a personnel system which provides for all types of personnel transactions, including determining the procedures and standards for hiring, promotion, transfer, assignment, layoff, discipline, retention, and classification of positions in a manner consistent with State law, Civil Service rules, or other specific provisions of this Agreement.
- L. To establish reasonable work and productivity standards and from time to time to change those standards.
- M. Select and determine the number of employees, including the number assigned any particular work; and increase or decrease that number.
- N. To make, establish, and enforce safety rules, operational policies and procedures, and rules of conduct for the department.
- O. To inspect locker or other spaces assigned to Employees provided notice is granted to the Employee.

ARTICLE 13 - PERFORMANCE OF DUTY

Section 13.1. Non-Strike Provisions:

Nothing in this agreement shall be construed to give an employee the right to strike and no employee shall strike or refuse to perform his assigned duties to the best of his ability. The Association agrees that it will not condone or cause any strike, slowdown, mass sick call, or any other form of work stoppage or interference to the normal operation of the Des Moines Police Department.

Section 13.2. Performance of Duty:

It is agreed that all members of the bargaining unit shall perform all functions and duties required by laws of the State of Washington, ordinances of the City of Des Moines, and Civil Service rules and regulations and operating policies of the department.

ARTICLE 14 - GRIEVANCE PROCEDURE

Section 14.1. Grievance Definition:

Any dispute between the Employer and the Association or between the Employer and any employee covered by this Agreement concerning the application, claim of breach or violation of the express terms of this Agreement shall be deemed a grievance.

Section 14.2. Representation During Grievances:

Grievances processed through Step 3 under Section 14.5 below of the grievance procedure shall be heard during normal City working hours unless stipulated otherwise by the parties. Employee representatives involved in such grievance meetings during their normal City working hours shall be allowed to do so without suffering a loss in pay.

Section 14.3. Exceptions to Time Limits:

Any time limits stipulated in the grievance procedure may be extended by mutual agreement in writing. Failure by the Association and/or employee to comply with any time limitation in this Article shall constitute withdrawal of the grievance. Failure by the Employer to comply with any time limitation in this Article shall allow the Association and/or the employee to proceed to the next step without waiting for the Employer to reply at the previous step.

Section 14.4. Class Action:

A grievance in the interest of a majority of the employees in a bargaining unit shall be reduced to writing by the Association (containing all information referenced in Step 1 below) and may be introduced at Step 2 of the grievance procedure and be processed within the time limits set forth herein.

Section 14.5. Steps and Time Limits:

A grievance shall be processed in accordance with the following procedure:

Step 1. A grievance shall be reduced to writing and presented by the aggrieved employee and/or the Association representative within twenty-one (21) calendar days of when the employee knew of the alleged contract violation to the employee's immediate supervisor. The written grievance shall contain the section(s) of the Agreement allegedly violated, the nature of the alleged violation and the remedy sought. The parties agree to make every effort to promptly settle the grievance at this stage. The immediate supervisor shall answer the grievance within seven (7) calendar days after being notified of the grievance.

Step 2. If the grievance is not resolved as provided in Step 1, or if the grievance is initially submitted at Step 2 pursuant to Section 14.4 Class Action, the grievance shall be forwarded within fourteen (14) calendar days after receipt of the Step 1 answer. Said grievance shall be submitted by the Association to the City Manager with a copy to the Police Chief. The City Manager or a designee shall investigate the grievance and, if deemed appropriate, shall

convene a meeting between the appropriate parties within fourteen (14) calendar days of the receipt of the grievance. The City Manager shall thereafter forward a written reply within fourteen (14) calendar days after receipt of the grievance or the meeting between the parties, whichever occurs later.

Step 3. If the grievance is not resolved by the City Manager, the grievance may, within fifteen (15) calendar days, be referred to a mediator. The Association or the City Manager shall forward a request to the executive director of the Public Employment Relations Commission (PERC) to assign a mediator from his or her staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

- a. Proceedings before the mediator shall be confidential and informal in nature. No transcript or other official record of the mediation conference shall be made.
- b. The mediator shall attempt to ensure that all necessary facts and considerations are revealed. The mediator shall have the authority to meet jointly and/or separately with the parties and gather such evidence as deemed necessary.
- c. The mediator shall not have the authority to compel resolution of the grievance. If the mediator is successful in obtaining agreement between the parties, he/she shall reduce the grievance settlement to writing. Said settlement shall not constitute a precedent unless both parties so agree.
- d. If mediation fails to settle the dispute, the mediator may not serve as an arbitrator in the same matter nor appear as a witness for either party. Nothing said or done in mediation may be referred to or introduced into evidence at any subsequent arbitration hearing.

Step 4. Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedures, the Association or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendar days after completion of Step 3. If the request for arbitration is not filed by the Association staff representative or the Employer within thirty (30) calendar days, the Association or Employer waives its right to pursue the grievance through the arbitration procedure. The City and the Association shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators. Both the City representative and the Association representative shall have the right to strike four (4) names from the panel. The party striking the first name shall be determined by a flip of a coin. The other party shall then strike the next name and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Association requesting that he/she set a time and place subject to the availability of the City and the Association representatives.

Section 14.6. Special Provisions:

- A. Each party shall bear the cost of the preparation and presentation of its own case.
- B. The term "Employee" as used in this article shall mean an individual employee, a group of employees, and/or their Association representative.
- C. An aggrieved party shall be granted time off without loss of pay for the purpose of attending a hearing on a grievance.

- D. A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.
- E. Any grievance shall be considered settled at the completion of any step if the Employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.
- F. Grievance claims involving retroactive compensation shall be limited to one hundred twenty (120) days prior to the written submission of the grievance.

Section 14.7. Discipline:

Disciplinary actions at a level equal to or greater than a suspension of eight hours of work, demotions, and terminations may be processed through the grievance procedure established under this Article, provided that, in no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by Department Policy, City Ordinance or other applicable law.

The time period for filing a grievance regarding disciplinary action that is subject to appeal under this Agreement, as well as the standard of review, shall be the same as that provided in a disciplinary appeal that may be filed with the Civil Service Commission. A grievance regarding disciplinary action may only be filed by a signatory of this Agreement. Grievances regarding discipline shall proceed through steps 1 through 2, as appropriate, of the grievance process. In the event the grievance is not resolved at one of the first two steps, the Association and the City agree that step 3, Mediation, shall be skipped and the grievance shall proceed per the provisions of step 4, Arbitration.

Section 14.8. Arbitrator's Authority:

In connection with any arbitration proceeding held pursuant to this Agreement, it is understood as follows: The arbitrator shall have no power to render a decision that will add to, subtract from, alter, change, or modify the terms of this Agreement, and the power shall be limited to the interpretation or application of the express terms of this Agreement, and all other matters shall be excluded from arbitration. The decision of the arbitrator shall be final, conclusive and binding upon the City, the Association, and the employee(s) involved. The cost of the arbitrator shall be borne equally by the City, and the association, and each party shall bear the cost of presenting its own case. The arbitrator's decision shall be made in writing and shall be issued to the parties within thirty (30) days after the case is submitted to the arbitrator. Any arbitrator selected under Section 14.5, Step 4 of this Article shall function pursuant to the rules and regulations of the Federal Mediation and Conciliation Services unless stipulated otherwise in writing by the parties to this Agreement.

Section 14.9. Election of Remedies

An employee covered by this Agreement must -- upon initiating objections relating to disciplinary action at a level equal to a suspension of eight hours of work or more, demotion or termination—use either the grievance procedure established under this Agreement or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate their objections(s) relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed with the Civil Service Commission.

Section 14.10. Retroactivity:

Arbitration awards or grievance settlements shall not be made retroactive beyond the date of the occurrence or nonoccurrence upon which the grievance is based that date being twenty-one (21) calendar days or less prior to the initial filing of the grievance.

ARTICLE 15 - POLICE OFFICERS' BILL OF RIGHTS

A relationship of trust and confidence between employees of the Des Moines Police Department and the community they serve and between employees of the Des Moines Police Department and their Employer is essential to effective law enforcement. Police employees must be free to exercise their best judgment and to initiate law enforcement action in a reasonable, lawful, and impartial manner. In addition, law enforcement employees are obligated to respect the rights of all people, and the Employer is obligated to respect the rights of its employees.

It is essential public confidence be maintained in the ability of the Employer to investigate and properly adjudicate complaints against its employees. The rights of the employee, as well as those of the public, must be protected.

The parties are committed to resolving internal investigation matters involving members of the Association in a manner that is expeditious, fair, and thorough, and is designed to resolve issues at the lowest possible level.

An investigation based on a complaint must be conducted in an open and fair manner, with the truth as the primary objective. The Employer accepts complaints against any of its employees and fully investigates all such complaints to the appropriate disposition.

The Employer has acknowledged its responsibility by establishing a system of complaint and disciplinary procedures which not only shall subject the employee to corrective action when improper action is evident, but also shall provide procedural protection to all employees throughout all steps of this process.

It is the purpose of these procedures to provide a prompt, just, and open disposition of complaints regarding the conduct of employees of the Des Moines Police Department. To this end, the Employer welcomes constructive and valid criticism of Employer procedures and complaints against its employees from concerned citizens of the community and from employees.

Section 15.1. Internal Investigations

When an internal investigation is being initiated regarding an employee, for an act that could lead to punitive action, including dismissal, demotion, suspension, reduction in salary, written reprimand, or transfer, for purpose of punishment, and because of such investigation he/she is being interrogated, such interrogation shall be conducted under the following terms and conditions:

- A. An internal investigation is defined as a formal inquiry into an allegation that an employee or employees violated a law or a department policy or regulation that is supported by reasonable cause to believe the violation may have occurred as alleged. Preliminary investigations which are conducted to determine if reasonable cause exists to conduct an internal investigation, informal discussions regarding work performance, and meetings to discuss performance evaluations and Personal Action Forms are not internal investigations and not the subject of this Article. Nothing in this Article or agreement prohibits an employee from invoking his or her right to have a representative present during a preliminary investigation, discussion, or meeting if the employee reasonably believes disciplinary action might result.
- B. Any employee who is the subject of an investigation shall be informed, in writing, at least seventy-two (72) hours or 3 business days, before any interview of the following: That the employee is considered a subject of the investigation, at that stage, the nature of the investigation, who is the complainant and/or the victim (unless the employer has reasonable grounds to believe by doing so the complainant and/or victim would be in danger), what

allegedly took place, when it allegedly happened, and where it allegedly happened. The employee shall also be afforded an opportunity and facilities to contact and consult with his or her Association representative, and to be represented by the Association representative to the extent permitted by law. The employee under investigation and the Association shall be informed in writing of the nature of the investigation and the person in charge of the investigation, and will be allowed to bring an attorney or Association Representative to represent him/her in the matter when the investigation may involve any discipline up to and/or including termination of the employee.

- C. All interviews shall be limited in scope to activities, circumstances, events, conduct or actions that are the subject of the investigation. If additional information is developed on a subject not related to the initial charge(s), questioning may not commence on the additional information, and the employee and Association shall be notified of additional charges in writing. At the cost of the requesting party and in accordance with Washington State Law, RCW 9.73, the employee or City may request that an investigation interview be recorded, either mechanically or by a stenographer. There can be no "off-the-record" questions. Upon request, the employee under an investigation shall be provided an exact copy of any written statement the employee has signed, or at the employee's expense a verbatim transcript of the interview.
- D. The interview of any employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigency of the interview dictates otherwise. Interviews shall be completed under circumstances devoid of improper intimidation or coercion. The employee shall be entitled to such reasonable intermissions as the employee shall request for personal necessities, meals, telephone calls, consultation with his/her representative, and rest periods.
- E. If prior to or during an internal investigation interrogation of an employee it is determined he/she may be charged with a criminal offense, he/she shall immediately be informed of his/her constitutional rights;
- F. Employees retain all of their constitutional rights. During an investigation in which an employee has been advised of their Garrity warnings, the employee will be compelled to answer questions directly related to and narrowly focused on the investigation. However, any information gained from the employee cannot be used against that employee in any criminal investigation.
- G. Disciplinary actions may include, but not limited to, the following: verbal warning, written reprimand or written letters of warning, loss of accrued vacation days, suspension, demotion, or discharge. Discipline shall generally be progressive in nature except where the offense warrants higher levels of discipline as determined by the Chief of Police.
- H. No employee shall be required to take a polygraph test and no adverse comment may be included in his/her personnel file or disciplinary hearing for his/her declining to take such polygraph test; (RCW 49.44.120)
- I. Lockers or other space assigned to an employee is considered public property and may be inspected without consent, provided the employee or Association representative has a right to be present.
- J. The employee shall not be subjected to profane language, nor shall the employee be threatened with dismissal or other disciplinary punishment as a guise to obtain the resignation of the employee. The Chief of Police will endeavor to impose discipline in a manner that is least likely to embarrass the employee.

- K. Should any section, subsection, paragraph, sentence, clause or phrase in this article be declared unconstitutional or invalid, for any reason, such decision shall not affect the validity of the remaining portions of this article.
- L. The Association recognizes the administration's effort to improve procedures involving complaints against its members. In an effort to ensure that these procedures are accomplishing their goals, there will be a review, as needed, of the procedures in a meeting between the Association and the Chief of Police.

Section 15.2 Investigation Timeline:

If an employee is facing discipline due to an internal investigation, the following shall govern the timeliness of the investigation:

- A. Internal Investigations shall be completed within ninety (90) calendar days, subject to the provisions of paragraph 2, 3, and 4 below. In the event the internal investigation has not been completed within (90) days, and no notice of extension has been provided to the Association and employee, a grievance may be filed. In the event exigent circumstances such as an Emergency Declaration is declared by the City Manager or Governor, timelines relating to internal investigations will stop until the emergency no longer exists.
- B. The Employer shall notify the employee and the Association by way of Statement of Charges at the start of the internal investigation and upon completion of an internal investigation with a Memorandum of Finding, or a Loudermill process.
- C. Internal Investigations may be extended due to determined, exigent circumstances beyond the control of the Employer or Association. Such circumstances shall include the following: (a) complexity of the investigation, (b) pre-scheduled, extended leave (including extended annual leave or mandatory training) or unexpected illness of personnel integral to the investigation, (c) unavailability of witnesses after reasonable efforts to locate, (d) undue delays in transcription of interview recordings, (e) delays caused by the Association or its representatives, (f) the Chief of Police may request an extension to review completed investigation files or (g) emergencies. Investigations covered by this paragraph may also be extended if the Chief of Police requests specific, additional investigation. An extension on this basis shall require the notification in paragraph 4 below and shall be only for such time necessary to complete the additional investigation but no more than thirty (30) additional days at a time without additional notification. If the reason for the additional time stated in the extension request does not fall under paragraph three (3) above, the extension must be agreed upon by the Employer and the Association.
- D. The Employer shall notify the employee being investigated and the Association of any extension. The notification shall include the following information: (a) when the Employer anticipates completing the investigation, and (b) explanation of the reason for the extension. If the investigation is not completed on the anticipated completion date the notification shall be repeated. An extension on this basis shall be only for such time necessary to complete the additional investigation but no more than thirty (30) additional days at a time without additional notification.
- E. The Employer's obligation to limit extensions of investigations under paragraph 3 shall be subject to the grievance procedure in Article 16, to include arbitration.
- F. In the event an internal investigation has identified possible criminal conduct the internal investigation may be suspended pending the outcome of the criminal investigation and judicial process. This will stop all time clocks as relating to internal investigations.

- G Investigations shall be deemed completed when the employee is advised of the Employer's memorandum of findings, pre-discipline process begins (Loudermill) or in the event the investigation has determined the allegations are not sustained and a final review is completed by the Chief of Police.
- H At the conclusion of the investigation and no later than (3) business days, (not to include weekends) prior to a pre-disciplinary process, the employee and the Association shall be advised of the results of the investigation and the recommended disposition (which may be a range of possible dispositions). The employee and the Association shall be provided with a copy of the complete investigatory file no less than (3) business days, not to include weekends, prior to the pre-disciplinary process, for the employee to prepare a response at the disposition hearing
- I Complaints not meeting the severity of internal investigations will be investigated. Investigations arising out of these complaints shall be completed within thirty (30) calendar days and subject to the provisions of paragraph C, and D above in the event the investigation requires additional time for completion. If the investigation is not completed within forty five (45) calendars days, and subject to the provisions of paragraph C, and D above no discipline shall be discharged. The original complaint and all the attendant documentation shall be removed from the employee's disciplinary and personnel records. The affected employee and the Association shall be notified in writing of the findings of these investigations within 7 business days, not including weekends, of the completion of the investigation.

Section 15.3. Psychological and Medical Evaluations:

The purpose of this Section is to balance the interest of the Employer in obtaining a psychological and medical evaluation of an employee to determine the employee's fitness for duty and the interest of the employee in having those examinations being conducted, in the least intrusive manner as possible, and in a manner as to protect the employee's right to privacy.

- A. **Conditions Under Which Evaluations Will Take Place:** No evaluation will take place without there being a reasonable suspicion to believe that an employee is psychologically or medically unfit to perform the job. If the employer has facts which provide reasonable suspicion that an employee may be unfit for duty, the employer will bring those facts to the attention of a doctor chosen from a list of doctors previously agreed to by the Employer and the Association. In the event the City and the Association do not reach agreement on an appropriate list, the City may select a doctor of its choosing. The employer may refer the employee to the selected doctor for evaluation. Any relevant medical history of the employee which the examining doctor requests shall be released by the employee only to the examining doctor. Whenever an employee is directly involved in an incident which results in a fatality, the employee will be required to have a psychological assessment and counseling prior to returning to full duty. Employees who are indirectly involved in such fatal incidents are encouraged to seek psychological assessment and counseling. The City will continue to pay for these visits.
- B. **Results of the Evaluation:** The doctor will issue a written report to the employer and the employee. The only information which the doctor may disclose shall be whether the employee is fit or unfit for duty or requires modified work conditions, and the prognosis for recovery. Additionally, where the cause of the unfitness is duty related, the doctor shall disclose that cause. If the doctor believes the employee is fit for duty but needs modified work conditions and/or continued treatment, the doctor will indicate what modifications and/or treatment are necessary and the extent and projected duration of the modification and/or treatment plan.

The employee shall follow the prescribed treatment plan. The doctor will keep all data that has been made available to him or her confidential and not release it to any party except the employee. Modified work conditions may include light duty assignments as provided in Section 6.4. Light Duty.

- C. If the employee is referred back to work by the doctor, but the employer still has reasonable suspicion that the employee remains psychologically or medically unfit to perform the job, employer may again refer the employee back to the original evaluating doctor for further evaluation.
- D. The employer has the right to send a pre-evaluation and/or post-evaluation questionnaire to the doctor listing any expectations, responsibilities and/or concerns the employer may have relating to the employee. The doctor will determine if the employee is capable of fulfilling the expectations and responsibilities outlined and clear up the concerns specified. The doctor shall provide such written determination to the employer prior to the employee's return to full duty.
- E. As used in this section, "doctor" refers to a physician, psychologist or psychiatrist.
- F. This section shall not be interpreted to limit the City's or employee's rights, obligations, or access to information under the rules and regulations applicable pursuant to the Americans with Disabilities Act, Family Medical Leave Act, or Worker's Compensation statutes.
- G. The Association/Employee shall have an opportunity at its expense, to discuss with the Employer's examining professional their conclusion and reasons therefore. If the Employee believes that the conclusions of the examining professional are in error, they may obtain an additional examination at their own expense and the Employer will provide the examining professional with documents which were utilized by the Employer's examining professional. In the event, the Employee and/or Association seek to contest the conclusion of the first examining professional, the Employee's report shall be in writing and shall be available to the Employer. The report shall be kept as confidential medical information and any use outside of the accommodation or fit for duty process shall be subject to a written medical release by the Employee. The Employee shall authorize the second examining professional to respond to reasonable questions clarifying the opinion, at the Employer's expense. Nothing herein prohibits the examining professionals from making safety disclosures required by law.

Should an Employee Grieve a disciplinary or discharge action taken as a result of an examination, the Employer shall allow release of the examination and supporting documents upon which it relies for the action, and all other prior examinations of the Employee.

Should an Employee Grieve a demotion, discharge or other action subject to the Grievance process, taken as a result of an examination, the Employer and Employee shall allow release of all examinations and supporting documents upon which it will rely in the proceedings, and all other prior examinations of the Employee determined to be relevant by the Arbitrator after a confidential review.

Section 15.4 Officer Involved Critical Incidents:

Any time a critical incident occurs the following will apply:

- A. Upon arrival at a scene where use of a firearm has taken place, representatives of the Employer shall only request from the employee Public Safety Information needed to secure the scene and

identify and apprehend any perpetrators of the crime who may be at large. The Employer will not question the employee(s) regarding any non-essential information regarding the incident.

- B. The employee involved in a critical incident will be given reasonable accommodations to have contact with any persons allowed under RCW 5.60.060 (spouse, clergy, peer support, etc.)
- C. The case investigation will be made available to the Association or its attorney, upon request when completed and available to the department.
- D. The Employer must preserve a chain of custody for the weapon or weapons utilized in an incident and the employee may be immediately issued a replacement weapon or weapons (department issued weapons only) unless circumstances as determined by Command Staff deem it inappropriate to do so.
- E. If there are multiple investigators assigned because concurrent investigations are underway, the investigators will coordinate so one investigator will be primarily responsible for the interview. All attempts will be made to minimize the need for successive interviews.
- F. During the interview of the employee relating to a critical incident, the employee will be given reasonable breaks and periods to prepare for the interview, and be given the right to consult with legal counsel and /or Association representation prior to and during the interview upon request. If requested, the interview may be postponed until the employee has been able to seek professional counseling before the interview takes place.
- G. If the incident is captured on video, the employee will be allowed to review the video prior to any statement being made unless the investigation has determined possible criminal culpability by the involved employee.
- H. At the option of the Employer (considering input from the affected employee and/or Association Representative), the employee shall be placed on administrative duty or administrative leave. Employees placed on either of these two leaves will revert to a weekly (Monday through Friday) dayshift work schedule for interview and administrative availability.
- I. While on administrative assignment, the employee will be allowed access to the employee's choice of counselors or doctors without loss of pay or benefits to the employee for a reasonable period determined by the employer and under medical coverage plan options.
- J. When either the employee or the Employer believes the employee should return to the employee's regular assignment, at the Employer's option, the employee shall provide documentation from his/her counselor or doctor indicating the employee is fit to return to his/her regular duties or to modified duties. The Employer at its option may request (at their expense) an independent examination of fitness for duty.
- K. After returning to duty, the employee will be encouraged and allowed full access to counselors without loss of pay or benefits to the employee while participating in a Department/City approved program.
- L. The Association President, or his designee, will be advised as soon as possible of any change(s) or deviation from the Officer Involved Shooting (310) policy is made by the Chief of Police or his designee.

Section 15.5. Legal Representation

- A. The City agrees to provide a legal defense for an Association member in defense of criminal charges brought pursuant to CrRLJ 2.1(c) against the Officer for acts and/or omissions occurring while the member was acting in good faith in the performance or purported failure

to perform his/her official duties. If a prosecutor files criminal charges as a result of the complaint being brought pursuant to CrRLJ 2.1(c), the City's obligation to provide a legal defense shall terminate immediately, except that the reimbursement provisions of 15.P. shall apply.

- B. If an Association member is prosecuted for acts and/or omissions occurring while the member was acting in good faith in the performance or purported failure to perform his/her official duties, the City shall reimburse the member for legal defense, in an amount up to \$100,000, if the member is not convicted or does not suffer any other disposition of the criminal complaint that is adverse to him or her. (e.g. An acquittal due to a finding of not guilty by reason of insanity; a dismissal by reason of incompetency, pursuant to chapter 10.77 RCW; a dismissal entered after a period of probation, suspension, or deferral of sentence; or an Alford plea.)

ARTICLE 16 - COMPENSATION

Section 16.1. Salaries:

- A. Effective January 1, 201~~8~~5, base wages shall increase ~~1.9%~~2.0% representing a cost of living adjustment.
- B. Effective January 1, 201~~9~~6, base wages shall increase ~~1.9%~~1.5% representing a cost of living adjustment.
- C. Effective January 1, 202~~0~~17, base wages shall increase ~~1.9%~~1.5% representing a cost of living adjustment.

Section 16.2. Off Duty Employment:

An employee who wishes to engage in additional employment, during off-duty hours must first submit a written request seeking approval to the Chief of Police and receive the Chief's approval before accepting the employment. In doing so, the employee will: (1) name the company and/or employer, (2) fully describe the nature of the work to be performed, (3) list hours of work, and (4) obtain from the company/employer an agreement in a form approved by the City that indemnifies, releases and holds the City harmless from any liability arising from the employee's discharge of his/her duties as an employee of the company/employer. If the employee complies with the above requirements, the Chief shall authorize an employee to perform other employment during off-duty hours provided such employment does not: (1) interfere with the efficiency of law enforcement and public safety; (2) interfere with the employee's performance of regular police duties; (3) detract from the image of the police profession; (4) conflict with the Employer's published policies and regulations; (5) involve the use of department uniforms or equipment unless authorized in writing by the Chief of Police; (6) involve work in conjunction with or in any capacity with a tow company, taxicab or ambulance company; (7) involve work upon any commercial premises where intoxicants are served for public consumption except in a security capacity; (8) follow or result in an unusual sick or absence record in an employee's primary police employment; (9) conflict with departmental regulations or policy governing outside employment (10) involve misuse of the commission; (11) adversely affect the department's image or efficiency; or (12) relate to any activity of a law enforcement nature.

This article also applies to off-duty work with volunteer groups. Time worked in off-duty employment, for anyone other than the City of Des Moines, is not recognized as hours worked on duty.

The Management Association agrees to appoint a member of the Bargaining Unit to coordinate off duty scheduling. The Management Association agrees that hours worked for off duty employment for anyone other than the City shall not be counted as hours worked on duty regardless of who pays the Employee.

Section 16.3. Working Out of Classification:

- A. Any employee who is assigned to perform duties of a higher paying classification for periods of 40 consecutive hours (regardless of days off) or more, shall be paid at the rate of the higher classification. If the Department does not have a Deputy Chief assigned, the acting employee shall receive acting pay of five percent (5%) of pay.

- B. The Chief of Police must make formal acting assignments before provisions of this section apply, naming person placed in temporary classifications, temporary rank, and length of time employee will be working out of his/her regular classification.

Section 16.4. Educational Incentive:

Educational Incentives - Educational incentive pay will be paid to Employees with a qualifying AA or AS degree equal to 2.5% base pay, 4% for a BA or BS degree, and 5% for an MA, MS, MPA or JD. Qualifying degrees are Police Science, Political Science, Sociology, Psychology, Community Service, Business Administration, Criminology, Law, Criminal Justice, Public Administration, and any other degrees approved by the Chief of Police. Employees currently earning educational incentives for degrees other than those listed will continue to receive such pay and the increases itemized in this Agreement.

Section 16.5. Clothing, ~~and Equipment~~ and Vehicles:

- A. The Employer agrees to provide all uniform clothing and equipment which an employee is authorized to wear and authorized to purchase by the Chief of Police.
- B. The Employer agrees to provide necessary cleaning of all such clothing and equipment.
- C. The Employer agrees to replace or repair clothing and equipment which is damaged in the line of duty including "fair wear and tear".
- D. Commanders shall be granted a clothing allowance for non-uniform clothing of 1% of base pay per year. Cleaning shall be provided as defined in Subsection B above.
- E. The City shall provide a city-owned police vehicle for exclusive use for police business and limited, reasonable personal use in the Puget Sound region subject to the rules and regulations for use of city-owned vehicles as contained in the Personnel Manual and the Department Police Manual.

Section 16.6. Compensation for Training:

The City agrees to compensate any employee for training time which is a result of an employee's required attendance at any symposium, seminar, or training school.

Section 16.7. Retiree Rights:

Effective the first of the month after ratification of this agreement. An employee separating from service in good standing with five (5) or more years of service with the Des Moines Police Department, and who meets LEOFF eligibility requirements to receive retirement benefits will receive a retiree badge and commission card from their last duty assignment served.

An employee separating from service, in good standing with twenty (20) or more years of service as a Commissioned and/or Certified Police Officer, and the last five (5) or more years of service with Des Moines Police Department, and who meets meeting LEOFF eligibility requirements to receive retirement benefits will additionally receive their duty weapon at retirement.

The Chief of Police shall have the discretion to issue or deny department equipment to the retiree under certain and/or exceptional circumstances.

ARTICLE 17 - INSURANCE COVERAGE

Section 17.1. Health Care Insurance:

The following health care plans are offered to bargaining unit members:

Medical, Dental, and Vision: Regular full-time employees and regular part-time employees budgeted for thirty (30) or more hours per week shall be eligible to participate in the City's health insurance plans. Premiums shall be paid by the City on behalf of all full-time employees and all part-time employees budgeted for thirty (30) or more hours per week according to the following schedule:

~~A. Effective January 1, 2015, through the ratification of this agreement, the City will pay one hundred percent (100%) of eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums as described below for the following Association of Washington Cities (AWC) health insurance plans:~~

~~HealthFirst
Group Health Cooperative \$10 Copay Plan~~

~~B. Effective as soon as possible upon ratification of this agreement, the City will pay ninety-five percent (95%) of eligible employee's premium and ninety percent (90%) of the spouse and dependents' premiums for the following health insurance plans:~~

~~LEOFF Health and Welfare Trust Plan F
AWC Group Health \$20 Copay Plan~~

~~C.A. Effective January 1, 2018, to December 31, 2020, 7, through December 31, 2017, the City will pay ninety-five percent (95%) 90% of eligible employee's premium and eighty-five percent (85%) 80% of the spouse and dependents' premiums for the following health insurance plans:~~

~~LEOFF Health and Welfare Trust Plan F
AWC Kaiser Permanente 200 Group Health \$20 Copay Plan~~

~~D.B. In the event Should the LEOFF Trust projects or implements a catastrophic medical premium increase of 10% or higher in any benefit year, the parties agree to reopen negotiations for health benefits. Should the LEOFF Plan F premiums increase more than five percent (5%) in any benefit year, the amount between five percent (5%) and ten percent (10%) shall be split equally between the Employer and employee, and any amount in excess of ten percent (10%) shall be paid by the employee.~~

~~E.C. In 2018, 2019, and 2020, 5 and 2016, the City will provide a Health Reimbursement Arrangement Voluntary Benefit Arrangement (HRA VEBA) with an annual City contribution of five hundred and eighty dollars (\$580) for employee only or eleven hundred and thirty dollars (\$1,130) for employee and one or more dependents.~~

~~F. Effective January 1, 2017, for each employee who is eligible for and enrolls in one of the health plans in Section 17.1.C., the City will make the following monthly contribution to the employee's HRA VEBA account:~~

~~Employee only: forty-eight dollars and 33 cents (\$48.33)
Employee plus dependent: ninety-five dollars and 16 cents (\$94.16)~~

~~G.D. If an employee opts out of the City's medical plans entirely, the employee will receive their choice of cash or Section 457 deferred compensation payments in lieu of the medical~~

benefits. Such payment will be equal to twenty-five percent (25%) of the City's savings, based on the premiums for the LEOFF [Trust medical plan Plan F](#) plus the HRA VEBA contributions the City would have paid for the employee and any spouse and/or dependents who are eligible for City medical coverage. To be eligible for such payments, the employee must provide proof of comprehensive group medical coverage through an employer or other entity that covers all individuals in a group. Individual medical insurance purchased on an individual or family basis does not qualify under this option.

[H.E.](#) One-hundred percent (100%) of the premium for Washington Dental Service (WDS) Basic Plan F as provided by AWC.

[I.F.](#) One-hundred percent (100%) of the premium for Orthodontia Option II as provided by AWC for all children required to be covered by dental plans at a level of \$1,000 lifetime coverage.

[J.G.](#) ~~O~~[For those employees who enroll in the Kaiser Permanente plan, one-hundred percent \(100%\) of the premium for the \\$25 deductible Vision Service Plan \(VSP\) as provided by AWC. Vision coverage is included in the LEOFF Trust medical plan.](#)

The City reserves the right to select other insurance plans and carriers or to self-insure to provide the benefits outlined in Section 17.1., provided that the benefits are comparable with those currently offered.

Section 17.2. Long Term Disability, SIB, AD&D and Life Insurance:

In lieu of Social Security disability and survivor benefits, the City covers all regular full-time employees and regular part-time employees budgeted for thirty (30) or more hours per week under the Long Term Disability (LTD) and Survivors Income Benefit (SIB) Plans. The LTD and SIB plans shall be at least equal to that provided by Cigna as of January 1, 2014. The City will continue to pay 100% of premiums for the SIB program and employees shall pay one-hundred percent (100%) of the premium for the LTD through payroll deduction on a post-tax basis, reimbursed by the City.

The City will provide each Association member Term Life Insurance, with Accidental Death and Dismemberment (AD&D) coverage, in an amount equal to one and one-half times (1½ x) each member's annual salary including educational pay. The City and Association agree the City will be responsible for any future increased cost and will also retain any savings resulting from a decrease in the cost of the premium.

Section 17.3. Forms Handling:

- A. The Association and its membership agree to cooperate with the City in all requirements relating to insurance forms and processing such. It is mutually agreed that forms handling is a necessary part of the employee and City's duties, and that expeditious handling is in the best interest of both parties.
- B. Each employee shall be responsible for obtaining and filling out necessary application forms, change in coverage forms, or providing other information necessary to determine eligibility for insurance coverage.

Section 17.4. Hepatitis B Vaccination Program:

The City will provide employees with the opportunity to receive vaccinations and the follow-up tests

to help prevent contraction of the Hepatitis B virus. The program will be voluntary in nature and in accordance with applicable Washington State Law, WISHA directives, and Labor & Industry regulations, and Des Moines Police Department policies. Employees who wish to waive their opportunity to receive vaccinations and follow-up tests after exposure must sign a waiver form.

Section 17.5. 401 Savings Plan:

In lieu of Social Security, all Employees are covered under a qualified 401 retirement plan administered by ICMA-RC. The City will contribute an amount equal to 6.52% of the employee's wage, while the employee contributes an amount equivalent to the current employee Social Security deduction rate. To qualify for this program Employees must be full-time or regular part-time and work a minimum of 30 hours per week.

Section 17.6. Indemnification:

If an action or proceeding for damages is brought against an employee arising from acts or omissions made while acting or, in good faith purporting to act, within the scope of the employee's official duties, then the City will provide a defense of the action or proceeding for the employee and indemnify the employee from any damages arising from such an action or proceeding.

This protection shall also apply for any claims or suits arising from an employee's authorized off duty employment within the city limits of Des Moines; provided such claim or suit results from acts or omissions made while acting or, in good faith purporting to act, within the scope of the employee's official duties. This shall not preclude the City from recovering losses, to the extent coverage is otherwise provided by the off duty Employer or his insurer.

Indemnity and defense shall not be provided by the City for any dishonest, unlawful, fraudulent, criminal, or malicious act.

ARTICLE 18 - MILITARY LEAVE

Military Paid Leave of Absence - An employee who is a member of the reserves or any branch of the uniformed service, who is ordered to involuntary active duty by the United States government, thus requiring a leave of absence from his or her City position, and who has exhausted annual military leave as provided by RCW 38.40.060 will be granted a paid leave of absence from their City position at their regular base rate of pay including educational incentive pay less the amount of military pay to which they are entitled.

ARTICLE 19 - SAVINGS CLAUSE

If any article of the agreement or any addenda hereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article should be restrained by such tribunal, the remainder of the agreement and addenda shall not be affected thereby and the parties shall enter immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement of such article.

ARTICLE 20 - ENTIRE AGREEMENT

The agreement expressed herein in writing constitutes the entire agreement between the parties and no oral statement shall add to or supersede any of its provisions.

The parties acknowledge that each has had the unlimited right and opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right are set forth in this agreement.

ARTICLE 21 - TERM OF AGREEMENT

This Agreement shall become effective January 1, 201~~85~~, and remain in full force and effect through December 31, 20~~20~~~~17~~.

Approved this _____ day of _____, ~~2018~~. ~~2016~~.

~~Anthony A. Piasecki, City Manager~~ ~~Barry Sellers, President~~

~~Michael F. Matthias, City Manager~~
 City of Des Moines

~~Michael R. Graddon, President~~
 Des Moines Police Management Association

APPENDIX A

Des Moines Police Management Association

Pay Schedule

Year	Range	Position		C	D	E
2015	PMA 34	Commander		\$ 116,160	\$ 121,968	\$ 128,064
2016	PMA 34	Commander		\$ 117,912	\$ 123,804	\$ 129,996
2017	PMA 34	Commander		\$ 119,676	\$ 125,664	\$ 131,952
2018	PMA 34	Commander	Monthly	\$ 10,163	\$ 10,671	\$ 11,205
			Annual	\$ 121,956	\$ 128,052	\$ 134,460
2019	PMA 34	Commander	Monthly	\$ 10,356	\$ 10,874	\$ 11,418
			Annual	\$ 124,272	\$ 130,488	\$ 137,016
2020	PMA 34	Commander	Monthly	\$ 10,553	\$ 11,081	\$ 11,635
			Annual	\$ 126,636	\$ 132,972	\$ 139,620

THIS PAGE LEFT INTENTIONALLY BLANK

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2018 Legislative Priorities and
Intergovernmental Policies and
Positions

ATTACHMENTS:

1. Draft 2018 Legislative Priorities
2. Draft Intergovernmental Policies and
Positions

FOR AGENDA OF: January 18, 2018

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: January 10, 2018

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DJB

- ☒ Legal 6
- ☒ Finance CP
- ☐ Courts ____
- ☐ Police ____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to allow the City Council to review and adopt the City's Legislative Priorities and Intergovernmental Policies and Positions for 2018.

Suggested Motion

Motion: "I move to adopt the 2018 Legislative Priorities and Intergovernmental Policies and Positions as submitted."

Alternative Motion

Motion: "I move to adopt the 2018 Legislative Priorities and Intergovernmental Policies and Positions as submitted and as amended by the City Council."

Background

From time to time the City will actively advocate for legislative positions that will benefit the City. These can be pieces of legislation establishing state of Washington policies and/or appropriations that provide resources for the City, in addition to other issues that arise in the State Legislature.

Discussion

The 2018 State Legislative session began on January 8, 2018. There are several issues critical to the well-being of the City and discussed below:

- Funds to replace the north bulkhead in the Marina. This is critical to maintaining the structural integrity of the Marina. It also will shore up the north parking lot that can serve as a staging area for air, land and sea operations in an emergency situation. Appropriate capital investment in the Marina serves the public interest by continuing to provide a safe, accessible location for public access to Puget Sound, the Marina Pier and Beach Park. \$2,000,000 was appropriated in the State's 2017 Capital Budget, but that budget was never passed. It is important to see this project remain in the State's capital budget, and that the capital budget get passed in 2018.
- Continue to work as needed to provide legislative language that would allow the proceeds from the surplus of SR 509 assets (right of way) to remain with the SR 509 project, as opposed to being returned to the State's general fund. Also, include language that proceeds from the surplus of the SR 509 assets should be applied against the "local contribution" share of the SR 509 project.
- Several public safety items, including
 - Improving the Mental Health System: Without better resources, law enforcement will be faced with an increasing number of violent encounters.
 - Increased DNA Testing Capacity: We need additional funding so that the Washington State Patrol Crime Lab's DNA Testing capacity can be increased and turn-around times decreased.
 - Address the Unintended Consequences of the Public Records Act. There needs to be tighter restrictions so that the abuse can be stopped.
 - Ensure Sufficient and Consistent Funding for Statewide Public Safety Training. This includes Academy Training and other programs that allow for regional information sharing and technology upgrades.
 - Increase Funding Opportunities for Small Agency Regional Partnerships: Create funding incentives that encourage law enforcement agencies to create regional partnership models.
- The City supports legislation establishing a state process for siting an additional major airport at a location at least 15 miles from SeaTac International Airport.
- Furthering issues identified in the City Council Intergovernmental Policies and Positions for 2018.
- Any additional items that come up during the Legislative Session that can further the City Council Goals and Objectives.

Alternatives

Council may choose to make changes to the Legislative Priorities or leave them as they are.

Financial Impact

The 2018 Budget includes \$20,000 to continue utilizing our lobbyist to champion the city's interests.

Recommendations

Staff recommends that Council adopt these Legislative Priorities and Intergovernmental Policies and Positions for 2018.

THIS PAGE LEFT INTENTIONALLY BLANK

City of Des Moines
2018 Legislative Priorities

*** DRAFT ***

The 2018 State Legislative session will begin in January, 2018. There are several issues critical to the well-being of the City and discussed below:

- Funds to replace the north bulkhead in the Marina. This is critical to maintaining the structural integrity of the Marina. It also will shore up the north parking lot that can serve as a staging area for air, land and sea operation in an emergency situation. Appropriate capital investment in the Marina serves the public interest by continuing to provide a safe, accessible location for public access to Puget Sound, the Marina, pier and Beach Park.
- Relief from the DNR lease payment that has increased considerably in recent years. The funds that are used to pay for the DNR lease can be reinvested into the Marina and provide enhanced recreation, emergency management options, economic development activities and public access. (Attached is the DRAFT White Paper on this issue prepared by staff).
- Provide legislative language that would allow the proceeds from the surplus of SR 509 assets (right of way) to remain with the SR 509 project, as opposed to being returned to the State's general fund. Also, include language that proceeds from the surplus of SR 509 assets should be applied against the "local contribution" share of the SR 509 project.
- Several public safety items, including
 - Improving the Mental Health System: Without better resources, LE will be faced with an increasing number of violent encounters.
 - Increase DNA Testing Capacity: We need additional funding so that the WSP Crime Lab's DNA Testing capacity can be increased and turn-around times decreased.
 - Address the Unintended Consequences of the Public Records Act: There needs to be tighter restrictions so that the abuse can be stopped.
 - Ensure Sufficient and Consistent Funding for Statewide Public Safety Training. This includes Academy Training and other programs that allow for regional information sharing and technology upgrades.
 - Increase Funding Opportunities for Small Agency Regional Partnerships: Create funding incentives that encourage LE agencies to create regional partnership models.
- The City supports legislation establishing a state process for siting an additional major airport at a location at least 15 miles from SeaTac International Airport.
- Furthering issues identified in the City Council Intergovernmental Policies and Positions for 2018.
- Any additional items that come up during the Legislative Session that can further the City Council Goals and Objectives.

THIS PAGE LEFT INTENTIONALLY BLANK

City of Des Moines
2018 Intergovernmental Policies and Positions
*** DRAFT ***

A. State of Washington Intergovernmental Positions

1. The City supports investigations into whether or not Streamlined Sales Taxes are being properly collected and remitted to cities into which purchased items are delivered.
2. The City supports added state funding to meet local and regional transportation maintenance and capacity needs and supports providing cities and counties additional councilmanic revenue authority to fund local transportation needs.
3. (See updated #5 incorporating this position). The City supports restoring state-shared liquor revenues to 2011 levels.
4. The City supports legislative review of the Growth Management Act in an effort to restore local control.
5. The City supports legislation that treats City leases of DNR aquatic lands equal to Port leases and/or eliminates or reduces rental rates. The City opposes legislation that increases the City's current lease rate.
6. The City supports Association of Washington Cities' (AWC) position that the State of Washington should fund and clarify new city responsibilities from the recent changes to state laws regarding recreational marijuana and marijuana taxation.
7. The City supports restoration of and additional funding for the planning, acquisition, restoration and development of recreational and boating facilities and wildlife habitat.
8. The City opposes legislation which reduces the authority of cities to assume special purpose districts.
9. The City supports additional state funding for local criminal justice needs and training.
10. The City supports proposals that will help cities manage public records requests.

11. The City supports the restoration of historic levels of Public Works Trust Fund and Transportation Improvement Board funds and re-authorization of funding for the Community Economic Revitalization Board (CERB) and the Local Infrastructure Financing Tool (LIFT) program for local government infrastructure projects.
12. The City supports tort reform that reduces municipal liability and exposures.
13. The City opposes legislation that preempts local zoning control, including siting of essential public facilities for mental health services, addiction services, and resources to respond to homelessness.
14. The City opposes personnel and labor relations legislation which diminishes its management rights or mandates additional unfunded programs and benefits. (This policy also applies at the federal level.) The City supports legislation providing civil immunity from reference checks.
15. The City supports legislation which would abolish the 1889-1890 right-of-way vacation by operation of law statutes.
16. The City supports legislation that requires either sponsors of essential public facilities or jurisdictions in which EPF's are located to fully mitigate environmental, social, and economic impacts of the EPF in neighboring impacted jurisdictions.
17. The City opposes legislation that would reduce municipal control over city streets and rights-of-way.
18. The City supports legislation to elect Port commissioners by district.
19. The City opposes mandatory requirements for affordable housing, housing growth, and residential density targets.
20. The City supports legislation clarifying the right of cities to exercise use and zoning powers with respect to gambling activities, including the power to adopt moratoria, interim zoning controls, and prohibit gambling activities.
21. The City supports legislation to increase the local share of municipal court fines and forfeits.
22. The City supports legislation to allocate any surplus LEOFF I pension funds to local government to assist in meeting LEOFF I medical and long term care obligations.
23. The City supports legislation establishing a state process for siting an additional major airport at a location at least 15 miles from SeaTac International Airport and other essential public facilities of a regional nature.

24. The City supports legislation returning to Des Moines at no cost and with no conditions any portions of the SR-509 right-of-way south of South 216th Street not used for traffic improvements.
25. The City supports legislation and legal appeals that overrule Washington Utilities and Transportation Commission decisions regarding city rights-of-way and Puget Sound Energy. Cities should not be required to purchase private easements for utilities and rules regarding utility relocates and undergrounding should be re-enacted.
26. The City supports retention of full local authority to operate municipal courts. Additionally, the City supports the position that cities may contract with another city to provide municipal court services and opposes legislation that would erode or eliminate this ability.
27. The City supports flexible use of Real Estate Excise Taxes.
28. The City opposes any legislation which directly or indirectly aids in the expansion of Sea-Tac International Airport or the lengthening of any of its runways. (This policy also applies at regional and federal levels.)
29. The City supports State tax policies that assist cities in meeting infrastructure needs for new development in airport noise impacted areas.
30. The City supports amendments to binding interest arbitration criteria that require arbitrators to have a minimum level of experience and training, particularly in public finances, and allows arbitrators to consider a city's ability to pay when making arbitration rulings.
31. The City opposes the State's proposal to streamline the collection of B&O taxes and issuance of business licenses unless the new processes are revenue neutral to cities.
32. The City supports legislation that creates a true tax increment financing mechanism to support economic development and infrastructure investment.
33. The City supports full state funding for Shoreline Management Plan updates.
34. The City supports continued implementation of court mandated K-12 funding reforms to provide adequate and equitable educational opportunities that prepare all students for college, career, and citizenship, support the unique demographic needs of Southwest King County and the state's long-term economic vitality, and do so without negatively impacting existing funding levels for higher education or health and human services programs.

35. The City supports addressing college budget funding shortfalls created by tuition reductions and partially funded salary increases.
36. The City supports legislation that allows all cities to impose a moorage fee and not incur any liability.

B. Federal Intergovernmental Positions

1. The City supports passage of the Maritime Goods Movement Act (S. 1509) to keep the Ports of Seattle and Tacoma competitive with west coast Canadian ports and east coast U.S ports by changing how the Harbor Maintenance Tax is assessed and what projects/activities it funds.
2. Airport – The City supports expansion of the noise mitigation program to provide insulation to all buildings within the noise contours that trigger such action for single-family homes. The City supports construction of a Ground Run-up Enclosure but only if the hours ground run-ups are allowed are not expanded. See Policy A.30.
3. Personnel – see Policy A.15.
4. The City supports continued Community Development Block Grant funding.
5. The City opposes legislation that nationalizes cable television and telecommunications franchising, reduces or eliminates cities' ability to manage their rights-of-way, or reduces or eliminates cities' ability to impose franchise fees and utility taxes.
6. The City supports increasing federal funding of emergency preparedness for local first responders.
7. The City supports declassifying marijuana as a schedule 1 drug, as defined by the Controlled Substances Act.

C. Metropolitan King County Intergovernmental Positions

1. The City supports continued King County funding of regional human service needs from current or future county revenues. The City should remain a provider of local human services.
2. Any King County budget or service reductions should treat residents of incorporated and unincorporated areas equally.

3. King County Metro should provide the following transit services to Des Moines residents.
 - a. Existing routes.
 - b. Metro should restore service lost to cutbacks since 2000.
 - c. Enhance and increase east-west connections for Des Moines residents to transit service provided on Pacific Highway South, and with proposed service by Sound Transit.
 - d. Provide service to the Woodmont and Redondo areas of Des Moines to include the future 272nd Street Sound Transit Station at I-5.
 - e. Provide Dial-a-Ride service to the citizens of Des Moines.
 - f. Continue to fund the Access Transit Program.
 - g. Continue to fund the Senior Services Des Moines/Normandy Park Shuttle.
 - h. Provide service from the Des Moines Creek Business Park to the Angle Lake Light Rail Station.
4. If the Legislature authorizes King County Metro to councilmanically enact a revenue stream to fund transit, then Metro should restore and enhance services in Des Moines
5. The City supports development of the Lake to Sound Trail System in south King County.
6. The City will participate in the WRIA9 water quality improvement process. Any changes in or new sources of revenue from Des Moines residents to support projects should be subject to City Council review and authorization.
7. The City supports other suburban cities in their negotiations to have King County fund infrastructure improvements in unincorporated areas prior to annexation. New unincorporated developments should provide urban level improvements such as adequate right-of-way, curb, gutter, underground utilities, etc.
8. King County should respect previous agreements regarding regional governance.

D. Interjurisdictional and Regional Intergovernmental Positions

1. The City supports a phased approach to the extension of SR-509 and Legislative efforts ensuring the full funding and timely completion of the project. Phase I should guarantee completion of the route from I-5 to SR-509 and include the following features: the I-5 collector/distributor lanes, a grade-separated interchange at South 200th Street, the planned South Access with interchange to SeaTac International Airport and provisions for 24th/28th Avenues to continue uninterrupted beneath or over SR-509.

2. The City supports clear, transparent, planning efforts on the part of Sound Transit that create positive, cooperative relationships and result in all stakeholders having in depth knowledge of all potential Sound Transit plans, studies, and projects such that they can provide Sound Transit with timely and thoughtful input.
3. The City supports completion of the higher speed south access route from the SR-509 extension to the south end of the airport, to be funded by the Port of Seattle.
4. The City supports the development and implementation of a comprehensive regional and state Emergency Management, Response, and Communication System.
5. The City supports straightening the Kent-Des Moines boundary on Highway 99 south of Kent-Des Moines Road so that Highway 99 would be the dividing boundary between the two cities.
6. The City generally supports local, state, and regional efforts to proactively improve salmon habitat to avoid imposition of more restrictive and less flexible federal standards and efforts to continually improve and upgrade surface water capital facilities.
7. The City supports and encourages local water districts to engage in regional and local efforts to ensure adequate future water through conservation and development of new supplies.
8. The City supports retention of local control over its roads.
9. The City supports interlocal agreements with its neighboring cities to coordinate the collection of traffic impact fees and imposition of appropriate environmental mitigation for development projects near our respective boundaries.
10. The City supports continued coordination with utility and other special districts to plan for capital improvements within the City limits.
11. The City opposes any proposal extending Kent's cross-valley connector (South 228th Street) any further west than the south bound I-5/SR 509 proposed right-of-way.

General Policies

1. Any new law, regulation, or requirement from the county, state, or federal levels should be matched with ongoing secure sources of revenue sufficient to fund the mandate.

2. Decisions affecting Des Moines are best made at the local level. Therefore, county, state and federal legislation or mandates should not erode or curtail local authority.
3. The City opposes any federal, state or regional actions which reduce the fiscal capacity of the City to provide services to its citizens.

Adopted by the
Des Moines City Council
At an open public meeting
January XX, 2018

Des Moines Creek Business Park General Service Administration (GSA) Building

DAN BREWER & SUSAN CEZAR

MIKE NUERNBERGER, PANATTONI DEVELOPMENT COMPANY, INC.

CHRIS LEE, ABBOTT CONSTRUCTION



January 16, 2017 (7:39AM)



1 Year Later....



Concept



Short Presentation....

Mike Nuernberger, P.E., Panattoni Development Company, Inc.

Chris Lee, Abbott Construction



Changes on the Horizon

Jobs & Employment

Opportunities

Traffic: Added capacity and multimodal options



Site Photos S 216th Street / Segment 2



BEFORE AFTER



DES MOINES - S 216TH STREET

Site Photos S 216th Street / Segment 1A



DES MOINES - S 216TH STREET

Acknowledgements

One Common Thread

Engineering Staff

Community Development Staff









ANCHOR BOLTS

AB011 - AREA 1 ANCHOR BOLT PLAN
AB012 - AREA 2 ANCHOR BOLT PLAN
AB013 - AREA 3 ANCHOR BOLT PLAN
AB014 - AREA 4 ANCHOR BOLT PLAN
AB015 - AREA 5 ANCHOR BOLT PLAN
AB001 - ANCHOR BOLT DETAILS

EMBED

EM014 - LEVEL 1 EMBEDDED PLAN
EM015 - LEVEL 1 EMBEDDED PLAN AT ELEVATOR

LIGHT STEEL

E221a - AREA 1 LEVEL 2 LIGHT STEEL FRAMING PLAN
E222a - AREA 2 LEVEL 2 LIGHT STEEL FRAMING PLAN
E223a - AREA 3 LEVEL 2 LIGHT STEEL FRAMING PLAN
E224a - AREA 4 LEVEL 2 LIGHT STEEL FRAMING PLAN
E225a - AREA 5 LEVEL 2 LIGHT STEEL FRAMING PLAN
E231a - AREA 1 LEVEL 3 LIGHT STEEL FRAMING PLAN
E232a - AREA 2 LEVEL 3 LIGHT STEEL FRAMING PLAN
E233a - AREA 3 LEVEL 3 LIGHT STEEL FRAMING PLAN
E241a - AREA 1 LEVEL 4 LIGHT STEEL FRAMING PLAN
E242a - AREA 2 LEVEL 4 LIGHT STEEL FRAMING PLAN
E243a - AREA 3 LEVEL 4 LIGHT STEEL FRAMING PLAN
E251a - AREA 1 LEVEL 5 LIGHT STEEL FRAMING PLAN
E252a - AREA 2 LEVEL 5 LIGHT STEEL FRAMING PLAN
E253a - AREA 3 LEVEL 5 LIGHT STEEL FRAMING PLAN
E261a - AREA 1 ROOF LIGHT STEEL FRAMING PLAN
E262a - AREA 2 ROOF LIGHT STEEL FRAMING PLAN
E263a - AREA 3 ROOF LIGHT STEEL FRAMING PLAN

MAIN STEEL

E211 - AREA 1 LEVEL 1 COLUMN LAYOUT
E212 - AREA 2 LEVEL 1 COLUMN LAYOUT
E213 - AREA 3 LEVEL 1 COLUMN LAYOUT
E214 - AREA 4 LEVEL 1 COLUMN LAYOUT
E215 - AREA 5 LEVEL 1 COLUMN LAYOUT
E221 - AREA 1 LEVEL 2 MAIN STEEL FRAMING PLAN
E222 - AREA 2 LEVEL 2 MAIN STEEL FRAMING PLAN
E223 - AREA 3 LEVEL 2 MAIN STEEL FRAMING PLAN
E224 - AREA 4 LEVEL 2 MAIN STEEL FRAMING PLAN
E225 - AREA 5 LEVEL 2 MAIN STEEL FRAMING PLAN
E231 - AREA 1 LEVEL 3 MAIN STEEL FRAMING PLAN
E231b - AREA 1 COLUMN SPLICE ABOVE LEVEL 3
E232 - AREA 2 LEVEL 3 MAIN STEEL FRAMING PLAN
E232b - AREA 2 COLUMN SPLICE ABOVE LEVEL 3
E233 - AREA 3 LEVEL 3 MAIN STEEL FRAMING PLAN
E233b - AREA 3 COLUMN SPLICE ABOVE LEVEL 3
E241 - AREA 1 LEVEL 4 MAIN STEEL FRAMING PLAN
E242 - AREA 2 LEVEL 4 MAIN STEEL FRAMING PLAN
E243 - AREA 3 LEVEL 4 MAIN STEEL FRAMING PLAN
E251 - AREA 1 LEVEL 5 MAIN STEEL FRAMING PLAN
E252 - AREA 2 LEVEL 5 MAIN STEEL FRAMING PLAN
E253 - AREA 3 LEVEL 5 MAIN STEEL FRAMING PLAN
E261 - AREA 1 ROOF MAIN STEEL FRAMING PLAN
E262 - AREA 2 ROOF MAIN STEEL FRAMING PLAN
E263 - AREA 3 ROOF MAIN STEEL FRAMING PLAN
E271 - UPPER ROOF AREA 1 & 2
E272 - UPPER ROOF AREA 2 & 3
E273 - NORTH ROOF SCREEN ELEVATIONS 1 & 2
E274 - SOUTH ROOF SCREEN ELEVATIONS 2 & 3
E281 - NORTH ROOF SCREEN PLAN
E282 - SOUTH ROOF SCREEN PLAN
E283 - SOUTH & NORTH SCREEN SECTION & DETAIL
E300 - SERIES MOMENT FRAME ELEVATION
E320 - MOMENT FRAME SECTION & DETAIL
E400 - SERIES SECTION & DETAILS

2016-10-12

APPROVER NOTE

THIS PACKAGE SUBMITTED FOR THE APPROVAL OF ZONE 5, 10 TO 15 ONLY

3D GSA LEASE BUILDING

ABBOTT
CONSTRUCTION









Skytech Aerial Photo, Inc.
2017 ©

ABBOTT
CONSTRUCTION





















SE
Perfo
DES
ELEC
NET
24 H

ABBOTT
CONSTRUCTION













2003















VERUE









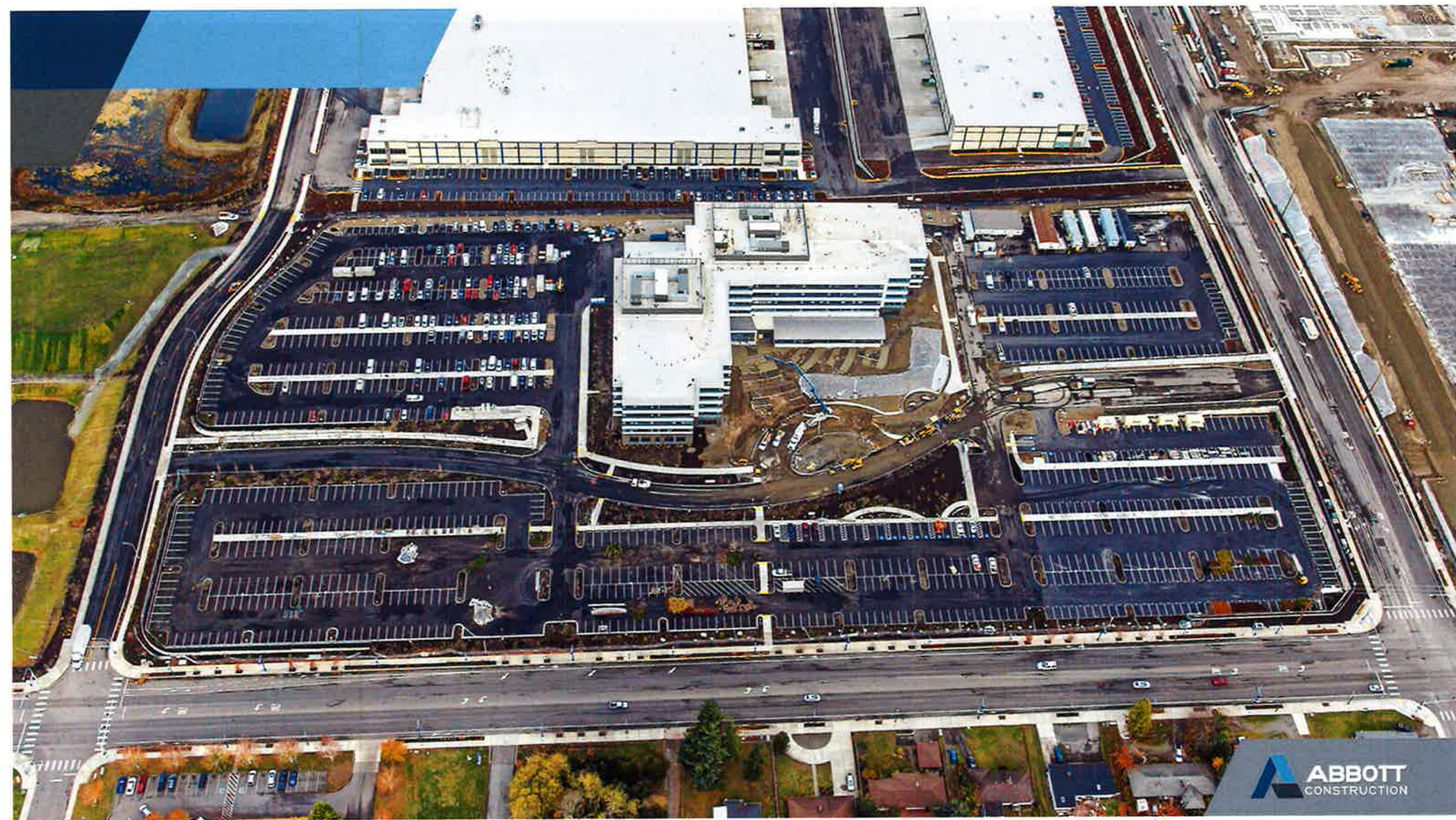




























[illegible]



January 18, 2018

[illegible]



The Honorable Matt Pina, Mayor of Des Moines
and Members of the Des Moines City Council
21630 11th Avenue S, Suite A
Des Moines, WA 98198

January 15, 2018

RE: REQUEST FOR TEXT CODE AMENDMENT – WOODMONT COMMERCIAL ZONE

Dear Mayor Pina and Members of the City Council:

We have owned an approximately 3 acre assemblage of vacant land located at 265th and Pacific Highway South since 2004. We hereby request the City Council amend the Des Moines Municipal Code, Title 18.52 – Permitted Uses, by deleting the subsection (a) of footnote [58] as it relates to mixed use within the Woodmont Commercial (“W-C”) Zone. Subsection (a) states:

(a) Mixed use structures within the W-C Zone shall only be permitted south of South 268th Street.

The effect of this subsection (a) is to prevent mixed use buildings in the remainder of the W-C zone. This has proved to have a chilling impact on our ability to sell the property to developers and interested parties. Please see the attached packet of exhibits for additional information concerning our request.

We have had the land listed for sale with two different brokers since 2013. Despite having received at least two full priced offers and multiple additional expressions of interest, all of the potential buyers have eventually abandoned their pursuit of the property due to restrictions of use contained within the W-C zoning.

In an over-simplified discussion, since mixed use is currently not allowed north of 268th, the remainder of the W-C zone allows for: (1) retail; (2) office; and (3) hotels. However, none of these development paradigms are currently economically practical for the W-C zone:

- Retail – mid-block mid- and big-box destination retailing is no longer economically viable with the proliferation of online retailing and a focus on lifestyle outdoor malls;
- Office – office development paradigms focus on the creation of cluster developments that create cross-pollination of services (such as mid-day food or athletic clubs) and complementary office uses in larger scale parcels and areas;
- Hotels – are generally located near airports, colleges, downtowns, or corporate headquarters which act as drivers of consistent and predictable demand.

Given the high price of land and site development, mixed use has become the predominant development archetype in order to fully utilize sites to their highest and best use in the most flexible and prudent manner. Even with a tenant in tow, a build-to-suit retail destination development (for instance) could easily succumb to the quickly evolving environment and be rendered essentially worthless in short order.

The Honorable Matt Pina, Mayor of Des Moines
and Members of the Des Moines City Council
January 15, 2017
Page 2

Mixed use development allows for a retail, office, or service component to be complemented by residential – which is considered a safer and easier to predict development gamble, and it spreads the site development and land acquisition costs over a taller building footprint.

In addition to the already existing RapidRide A Line on Pacific Highway South, Sound Transit's commitment to a light rail station at the 272nd block of I-5 will further the W-C zone as a highly desirable location for developments that prominently feature a residential component. While just barely missing the specific ½ mile radius definition of sites that qualify for Transit Orientated Development ("TOD"), our site (and the remainder of the W-C zone) will attract mixed use interest to benefit from the proximity to the light rail station and multiple transit options.

Finally, as demonstrated in the attachment, there are actually only two commercial zones in Des Moines where mixed use is prohibited, the north of 268th section of the W-C being one of them. Mixed use and the creation of multiple residential and live-work options is well supported in the Comprehensive Plan.

In conclusion, the current north-of-268th W-C zoning does not fit in the current commercial development paradigm and therefore otherwise productive parcels of land remain fallow. The deletion of the north-of-268th prohibition on mixed use development would open up the W-C zone to re-invigorated development interest, and bring additional economic development to Des Moines – creating a live-work option with relative adjacency to the planned light rail station at 272nd.

We therefore respectfully request the City Council deletes the subsection (a) of footnote [58] in the land use table of the city code and thereby allows mixed use developments under the remaining restrictions and provisions of the code in the entirety of the W-C zone.

We appreciate your deliberation and consideration in this matter.

Sincerely,

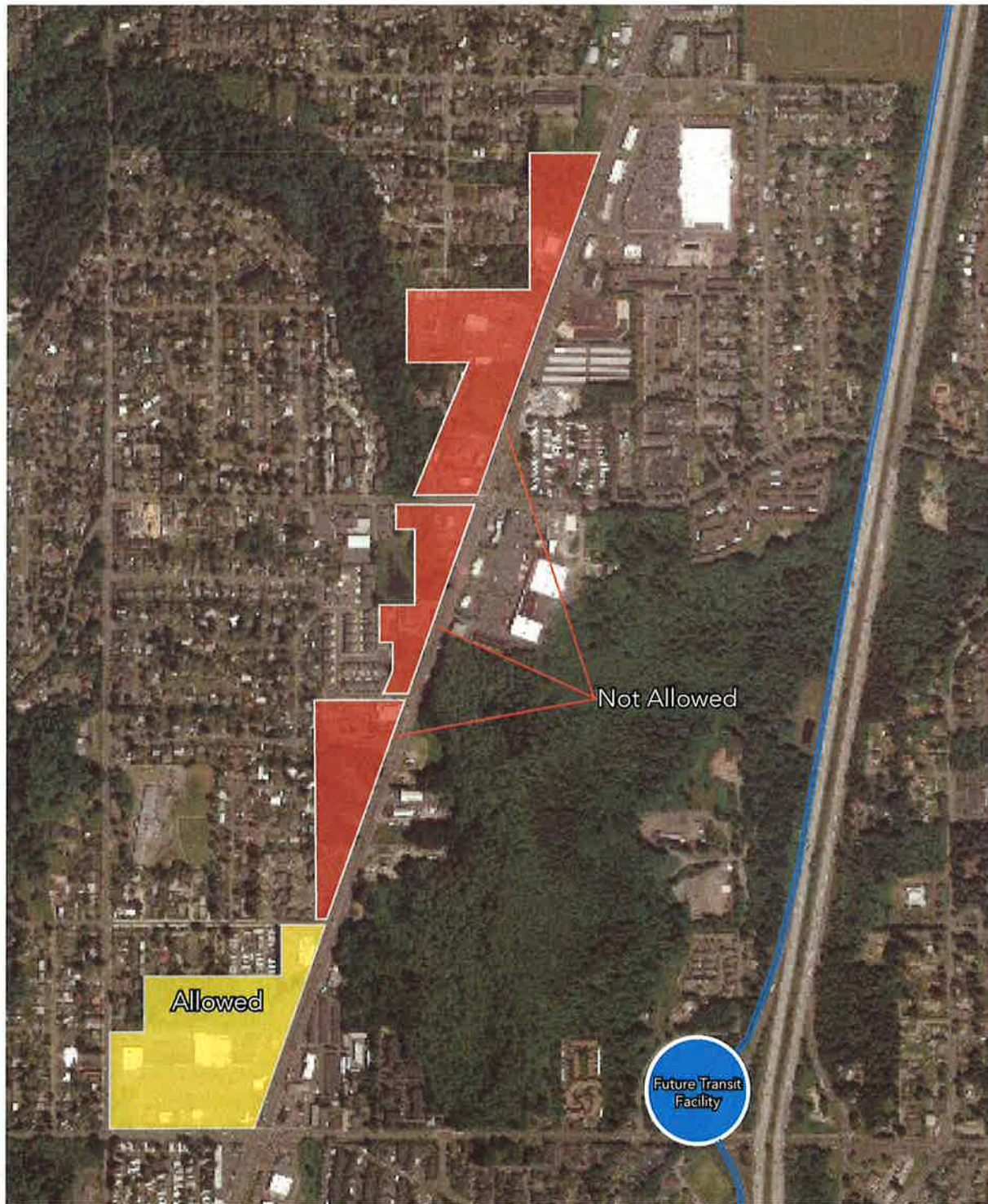
A handwritten signature in black ink, appearing to be "Scott Thomson", with a long horizontal line extending to the right.

Scott Thomson
Managing Director

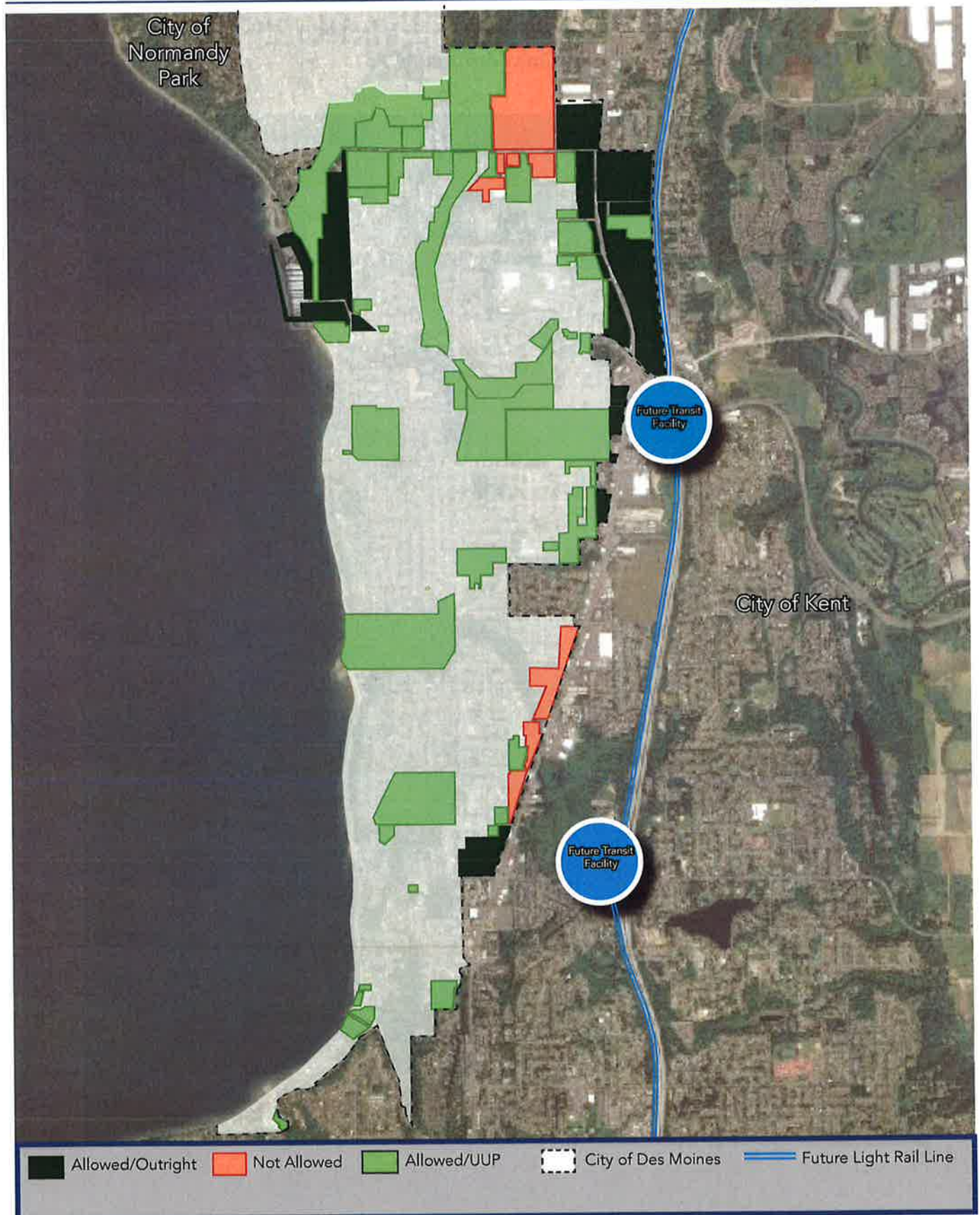
Attachment

TEXT CODE AMENDMENT FOR THE WOODMONT COMMERCIAL ZONE TO ALLOW MIXED-USE DEVELOPMENT

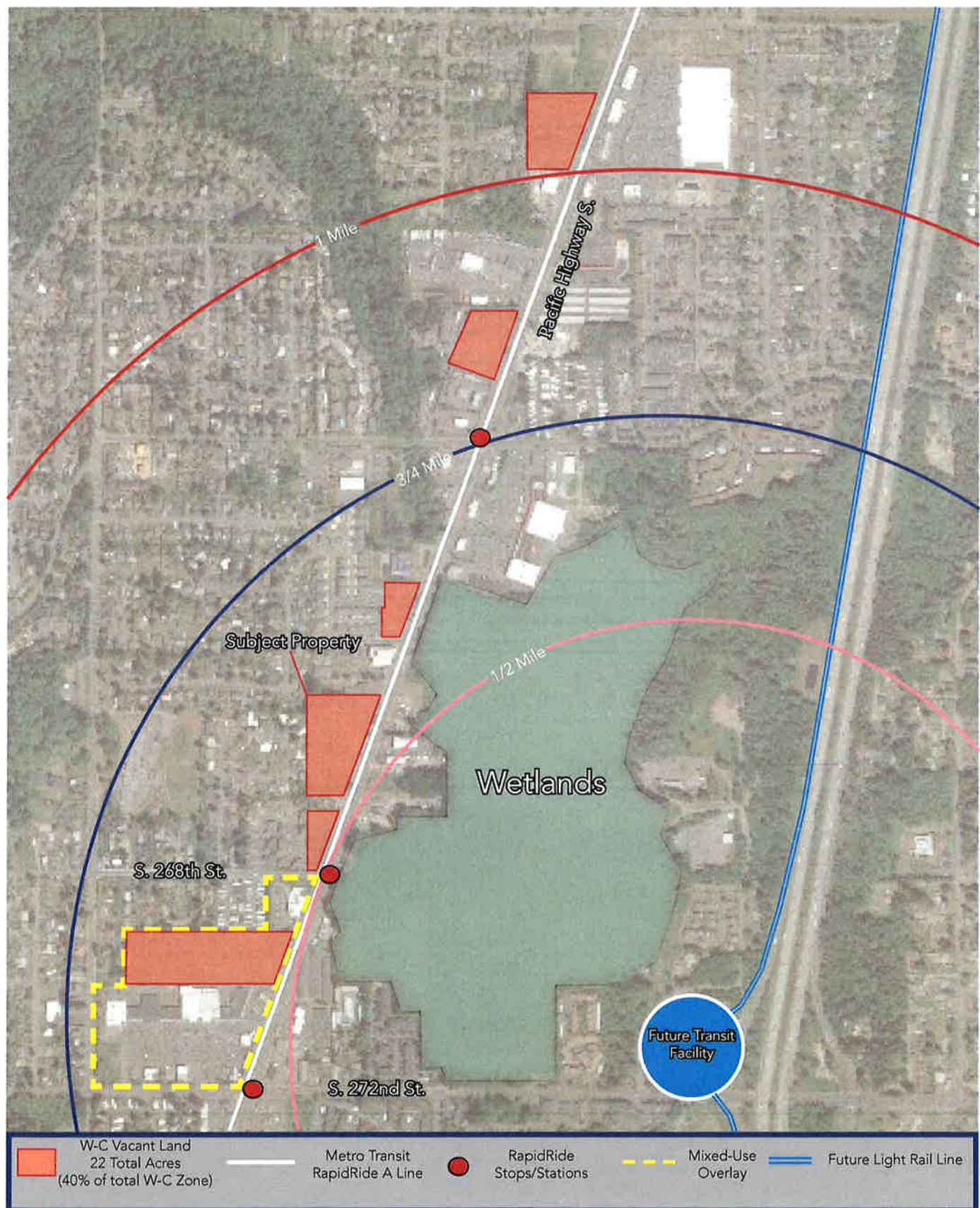
City of Des Moines, WA



ZONING | LAND-USE



W-C ZONED LAND STILL VACANT



COMPREHENSIVE PLAN SUPPORT

Mixed-Use References - City of Des Moines Comprehensive Plan 2015	
Reference	Text
Chapter 2 (Pg.16)	"Portions of the Pacific Ridge, South Des Moines and Woodmont Neighborhoods that are located along transit lines or near the light rail station will provide opportunities for transit oriented development and the creation of jobs and housing that will benefit the immediate neighborhoods and the City as a whole."
LU 3 (Pg.16)	"Establish a land use pattern, scale, and density that supports walking, biking and using transit to access goods, services, education, employment, and recreation..."
LU 3.2 (Pg. 21)	"Establish Light Rail Station Area Planning framework goals and strategies for transit supportive development to occur within a one-half mile radius of future light rail stations."
4.1 (Pg. 21)	"Encourage mixed-use, pedestrian, and transit-oriented development along major transit corridors and near transit nodes to enable residents to be physically active through daily activity, such as walking to school, work, and shopping."
LU 3.2.1 (Pg. 21)	"Prepare a subarea plan/s, prepare zoning amendments and prepare design guidelines for the light rail station areas to be located within the South Des Moines and Woodmont Neighborhoods, considering the joint planning with the City of Kent on the Midway area."
ED 1.3 (Pg.100)	"Increase opportunities for higher density, urbanized development focusing on mixed-use projects."
PR 1.13 (Pg.114)	"Encourage land uses that promote long-term residency and activity during both daytime and nighttime hours, such as mixed-use buildings...."

FEDERAL WAY LINK EXTENSION TIME LINE



PROPOSED TEXT CHANGE

Title 18 ZONING

Chapter 18.52 PERMITTED USES

58. Mixed Use. This regulation applies to all parts of Table 18.52.010B that have a [58].

Mixed use development shall conform to the following limitations and standards in the T-C and W-C Zones:

~~(a) Mixed use structures within the W-C Zone shall only be permitted south of South 268th Street.~~

- (a) ~~(b)~~ Mixed use structures shall contain area for retail trade or personal and business services at street level as follows:
 - (i) Pedestrian access from the public sidewalk to the retail trade or personal and business services shall be provided;
 - (ii) A minimum of 60 percent of the gross floor area located at the street level shall be occupied by retail trade or personal and business services;
 - (iii) A minimum of 75 percent of the street level building frontage adjacent to public right(s)-of-way shall contain floor area for retail trade or personal and business services uses; and
 - (iv) Building space allocated for retail trade or personal and business service uses at the street level shall have a minimum gross interior depth dimension of 55 feet measured perpendicular to the property line abutting the public street(s) serving the site.
- (b) ~~(c)~~ The City Manager or the City Manager's designee is authorized to consider and approve up to a 20 percent reduction of the bulk requirements specified in subsection (58)(b) of this section when a development proposal incorporates on-site parking substantially at street floor level for retail trade or personal and business service uses and the City Manager or designee determines that the proposed reduction(s) does not compromise, interrupt, or interfere with the desired functionality of the building or the continuity of City pedestrian-oriented design goals in the general area and pedestrian access to the site from the public sidewalk or right-of-way.
- (c) ~~(d)~~ Mixed use developments shall comply with all the requirements of chapter 18.155 DMMC, except for private recreational requirements established by DMMC 18.155.050(2).
- (d) ~~(e)~~ Mixed use projects in the W-C Zone shall include a Crime Prevention Through Environmental Design ("CPTED") review as part of the design review process.
- (e) ~~(f)~~ A detached structure that contains residential uses and does not meet the requirements for mixed use structures is prohibited, except as provided for in subsection (58)(g) of this section.
- (f) ~~(g)~~ When a mixed use development as a whole meets the general intent of subsection (58)(b) of this section, the requirements contained in subsections (58)(b), (c), (d) and (f) of this section may be modified as part of a planned unit development (PUD) and associated development agreement that are approved by the City Council.

David L Kaplan Consulting

SCAT Board – January 16, 2018

SeaTac City Hall

PUBLIC COMMENTS

- Marian Markham, Seatac – Here with Quiet Skies group. Asked SCATBd to add the need for an additional airport to the 2018 legislative agenda. Also, ask to update the 1997 impact mitigation study regarding Sea-Tac Airport.
- JC Harris, Des Moines – Echoed the concerns of Ms. Markham regarding the need for an additional airport and update to the 1997 impact mitigation study for Sea-Tac Airport.
- Debi Wagner, Burien – Pushing to ask SCATBd to add language to the 2018 legislative agenda to site a new airport.

There was discussion among the SCATBd members about what to consider regarding the siting of a new airport, what stance to take, and whether to have presentations regarding this issue. While a presentation on the airport issue may be of interest (no consensus), SCATBd declined to add the additional airport siting and update of the 1997 mitigation study to the 2018 legislative agenda. Katy Halse (Port of Seattle) noted that there is a micro-particulate study (Orwall's study), and that the UW and others would likely be willing to come down and speak.

REGIONAL TRANSPORTATION UPDATES

- Metro Connects development program, which requires 30% partnership (mostly w/cities). RTC (Regional Transportation Committee) has been working with Metro on setting criteria for implementation. Locals need advanced warning on infrastructure to support system expansion. Sound Cities Association has also been working on this, including support for smaller cities. Next discussion meeting is January 17, 2018.
- Regional Transportation System Initiative (RTSI) was moved from January 4th to February 2nd, 10:00am, Mercer Island Community Center.

PUGET SOUND GATEWAY PROJECT (Craig Stone)

- Both SR 509 and SR 167 are freight corridor projects tied together for planning and funding purposes.
- Coordination with Sound Transit on infrastructure, right of way, and facilities.
- Connection for Veteran's Way from Kent, both north and south.
- July 2018 Memorandum of Understanding for local contribution delineated.
- Grant funded strategy for a few localized pieces of the project, and getting support for prioritizing these projects. May require partner financial contributions to local projects.

- Local benefit assessment may be tied to the contributions, and then participation based on three tiers of jurisdictions and the benefits they receive. Partner assessments intended to be completed by late January, early February.
- February 21st for the Local Funding Subcommittee; March for Gateway Project Executive Committee meeting; MOU finalization April-June.
- Coordinating on ROW acquisition with Sound Transit.
- Working to get the sale of old SR 509 ROW be credited to the project, and not just to transportation projects in general.
- Mark Hoppen (NPK) asked about the tolling, and what it pays for [doesn't want it to go to pay for the SR 167 end of the project.] Craig noted that the funding stays in the SR 509 end of the Gateway Project.

SR 167 HOT LANES TOLLING (Ed Barry)

- Tolled 5am to 7pm ... 11 miles northbound, 15 miles southbound.
- Been open for 10 years. Improvements have been made in a few spots.
- For FY 2017, about a 7 minutes savings by using the toll lanes.
- Increased vehicle volumes regionally reduced speed reliability in the Hot Lanes slightly (down from about 90% to 80% at posted speed.)
- Direct Connector of HOV on I-405 to Hot Lanes on SR 167, both directions.

2018 SCATBd LEGISLATIVE AGENDA

- Kathy Hougarty (Tuk) discussed the handout for 2018, based on the feedback provided in committee that met after the last SCATBd meeting. Asking for approval today.
- With a few edits, a motion was passed to adopt the agenda for 2018.

SCATBd Interlocal Agreement was approved on January 8, 2018 by the King County Council.

2018 Session—Legislative Request for Support

The South (King) County Area Transportation Board (SCATBd) is a collaboration of local elected officials and stakeholders that serve:

- ◆ 15 cities in South King and North Pierce Counties.
- ◆ Both Seattle and Tacoma Ports.
- ◆ King County METRO, Pierce Transit and Sound Transit.
- ◆ 721,300 people and over 329,000 jobs stretching over the 5th, 11th, 27th, 30th, 31st, 33rd, 34th, 37th, 43rd and 47th Legislative Districts.

Local jurisdictions need new financing tools to adequately address aging infrastructure.

- ⇒ Corridors and interchanges throughout South King County and North Pierce County need significant upgrades to increase public safety, quality of life, and enhance economic development.
- ⇒ Innovative solutions must be created to maintain and enhance freight and passenger mobility and safety.
- ⇒ Support proposals to enhance more investment in freight mobility and multi modal freight connections and facilities.

Projections for gas tax revenue show a 45% decrease over the next ten years.

The Road Usage Charge pilot program:

- ◆ Has the potential to replace the gas tax and generate revenues based on where road use occurs.
- ◆ Will give local jurisdictions the ability to maintain and preserve aging transportation infrastructure.

Thank you for your time and consideration of these issues.

We appreciate your help and hard work in addressing transportation needs in Washington State.

The South (King) County Area Transportation Board Members:

- * Algona * Auburn * Black Diamond * Burien * Covington * Des Moines * Enumclaw * Federal Way *
* Kent * King County * Maple Valley * Normandy Park * Pacific * Renton * SeaTac * Tukwila *
* Pierce Transit * Port of Seattle * Port of Tacoma * Puget Sound Regional Council * Sound Transit *
* Washington State Department of Transportation *

For More Information, Please Contact: 2018 SCATBd Co-Chairs

Mayor Carol Benson (cbenson@ci.blackdiamond.wa.us); (360) 886-5700

Councilmember Linda Johnson (linda.johnson@maplevalleywa.gov); (425) 413-8800



SR 167 HOT Lanes

WSDOT Update

Ed Barry, PE
WSDOT Toll Division, Director
January 2018

Roger Millar, Secretary of Transportation

Keith Metcalf, Deputy Secretary of Transportation

SR 167 HOT lanes basics

- Opened May 2008
- Tolled 5 a.m. - 7 p.m., seven days a week
- 11 miles northbound, 15 miles southbound
- Toll rates range between \$0.75 and \$9, during periods of high congestion the lanes can convert to “HOV only”
- 5,300 transactions every weekday
- Every weekday over 2,000 bus riders rely on routes that use the HOT lanes
- **Improvements:**
 - Continuous access added (2014)
 - 6 mile southbound extension through SR 18 interchange (2016)



SR 167 HOT lanes extension

This project widened SR 167 to add a lane in the southbound direction and extend the existing HOT lane system south on SR 167 to Eighth Street East in Pacific.

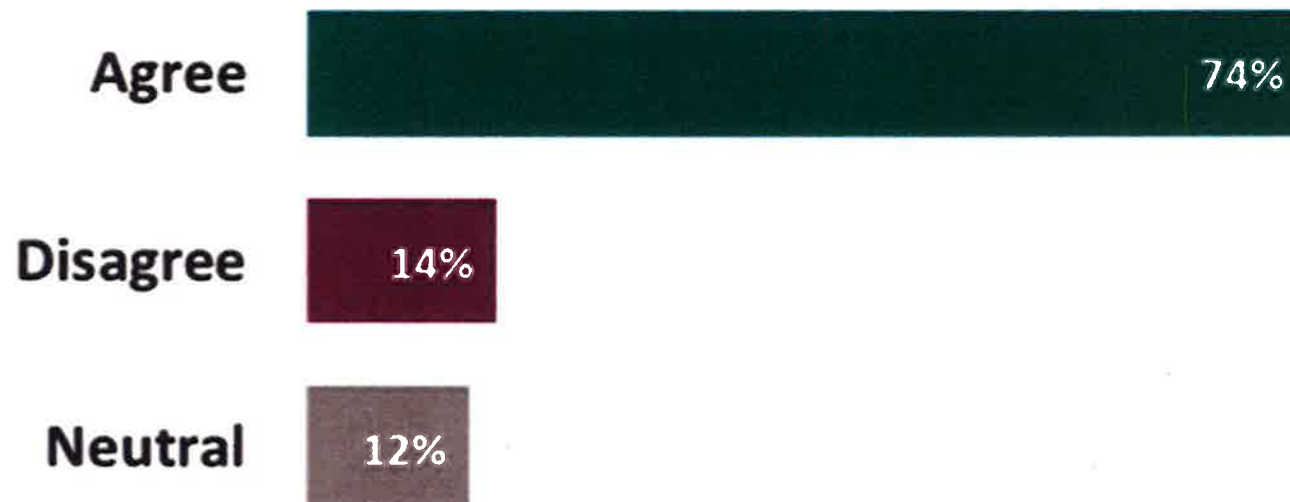
The project provides congestion relief for commuters and freight carriers, improved safety, and provides commuters the option of a faster, more predictable trip.



Drivers appreciate extension

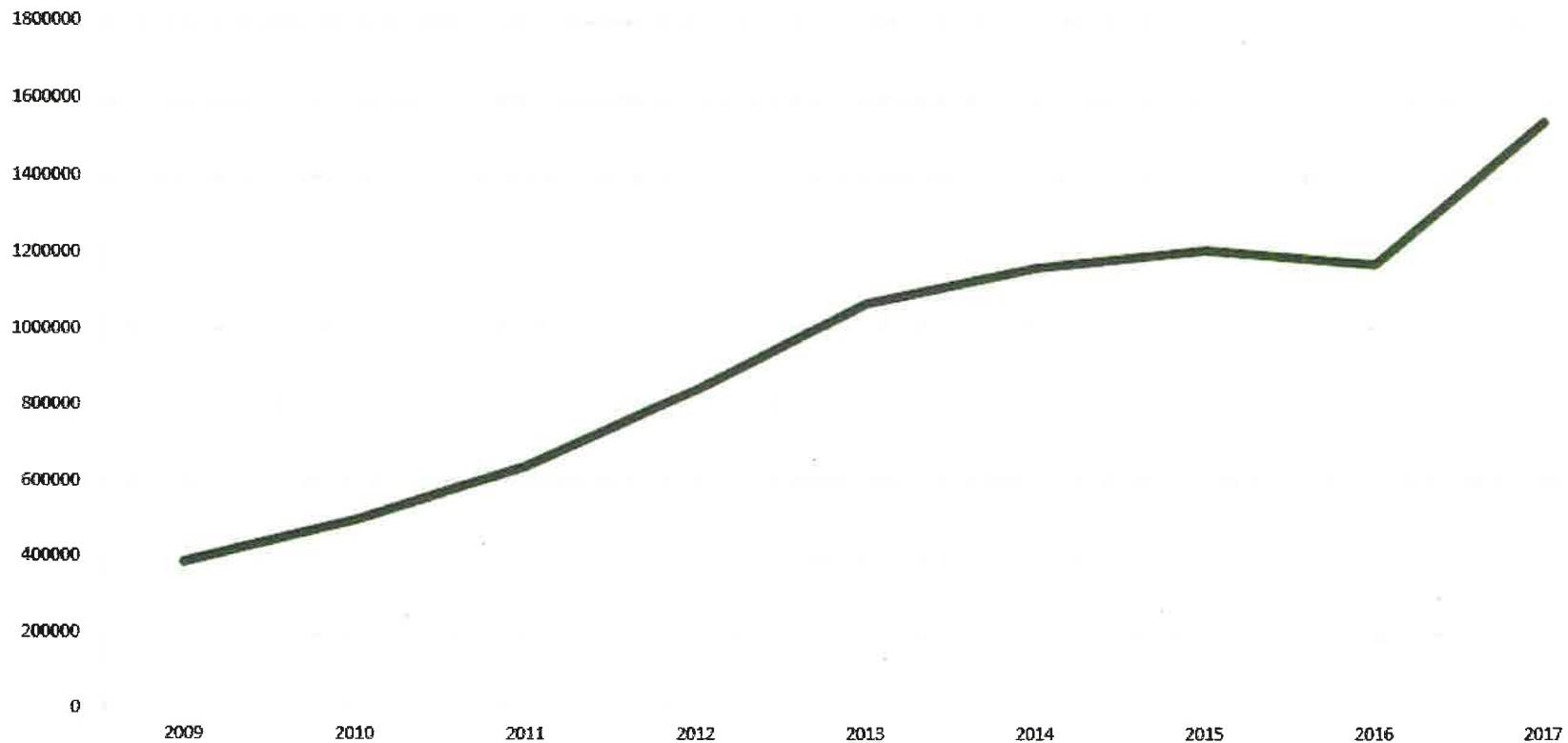
The 2017 SR 167 HOT lanes customer survey asked drivers if they liked the southbound extension of the HOT lanes.

**I am glad the HOT lanes were
extended further south to Pacific.**



HOT lane trips continue to grow

Tolled transactions per year



*Actual toll trips in 2016 is higher than shown due to a server issue between February and May 2016.

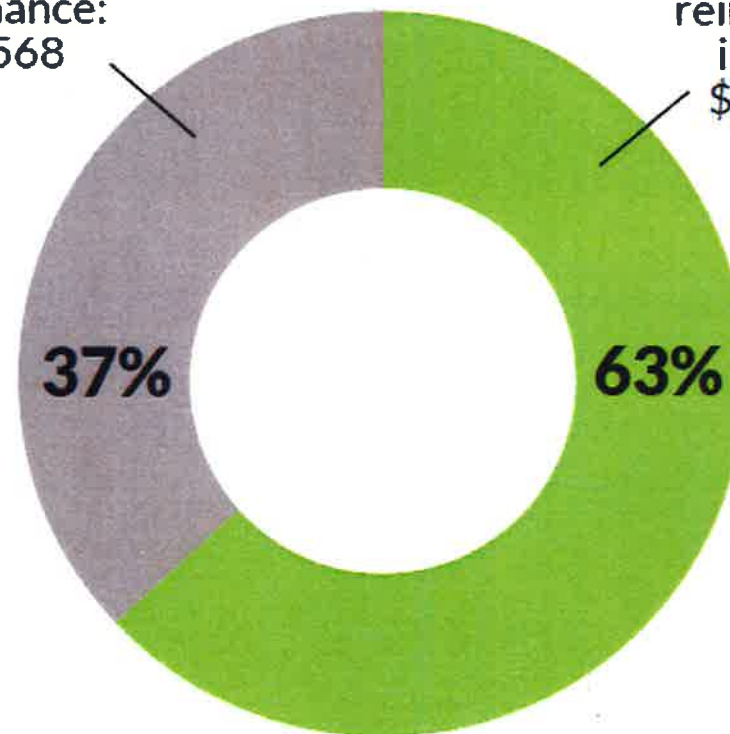
Revenue

July 1, 2016 through June 30, 2017

SR 167 Total Revenue = \$2,813,748

Operations &
Maintenance:
\$1,045,568

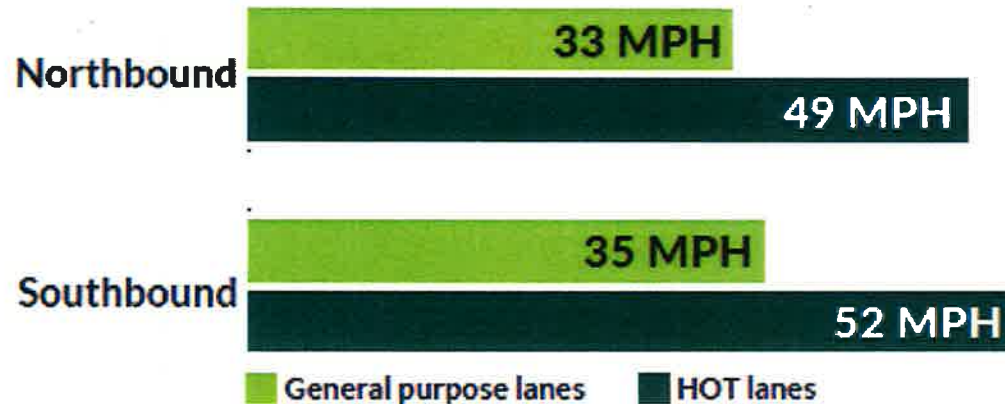
Revenue for
reinvestment
in corridor:
\$1,768,181



Source: WSDOT Financial Statements FY 2017

FY 2017 Performance

Peak period speeds



Peak period time savings

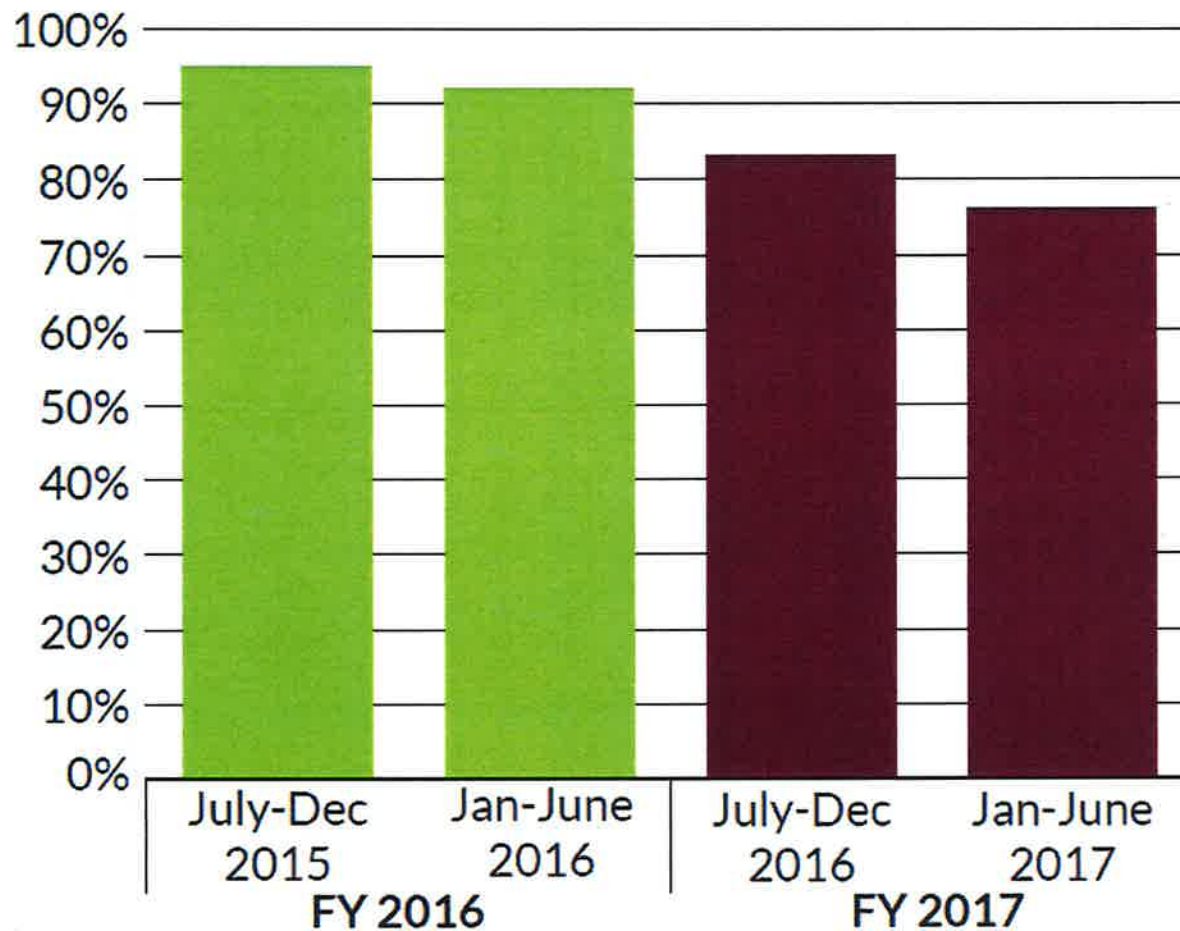


Peak period average toll



Speed performance

Percent of peak period when speeds are greater than 45 mph



Why did speed reliability decrease on HOT lanes?

- Increased vehicle volumes regionally
- Increased congestion at SR 167/I-405 interchange
- Extending the HOT lanes through the consistently congested SR 18 interchange brought down overall average speeds

Improving performance

WSDOT will continue to monitor SR 167 HOT lanes speeds and study ways to improve performance.

Currently, WSDOT plans to adjust the HOT lanes' tolling algorithm to better manage traffic in the lane.

Additionally, WSDOT is constructing a direct connector between SR 167 HOT lanes and I-405 HOV lanes to improve travel times.



Direct Connector

SR 167/I-405 Interchange

\$210 million

Status:

- Fully funded by Connecting Washington and program savings
- Under construction
- Scheduled to open 2019

Project Description:

Builds a new flyover ramp connecting the SR 167 HOT lanes to the I-405 HOV lanes. Also relocates a noise wall and constructs portions of local streets in the Talbot Hill neighborhood.



40-mile corridor

The existing I-405 express toll lanes between Bellevue and Lynnwood are part of a planned 40-mile corridor that will ultimately extend south to the Pierce County line. This system will provide drivers with an option for a faster, more reliable trip. Immediate next steps include:

I-405 Bellevue to Lynnwood Express Toll Lanes

- Opened September 2015

SR 167 HOT Lane Extension

- Opened December 2016

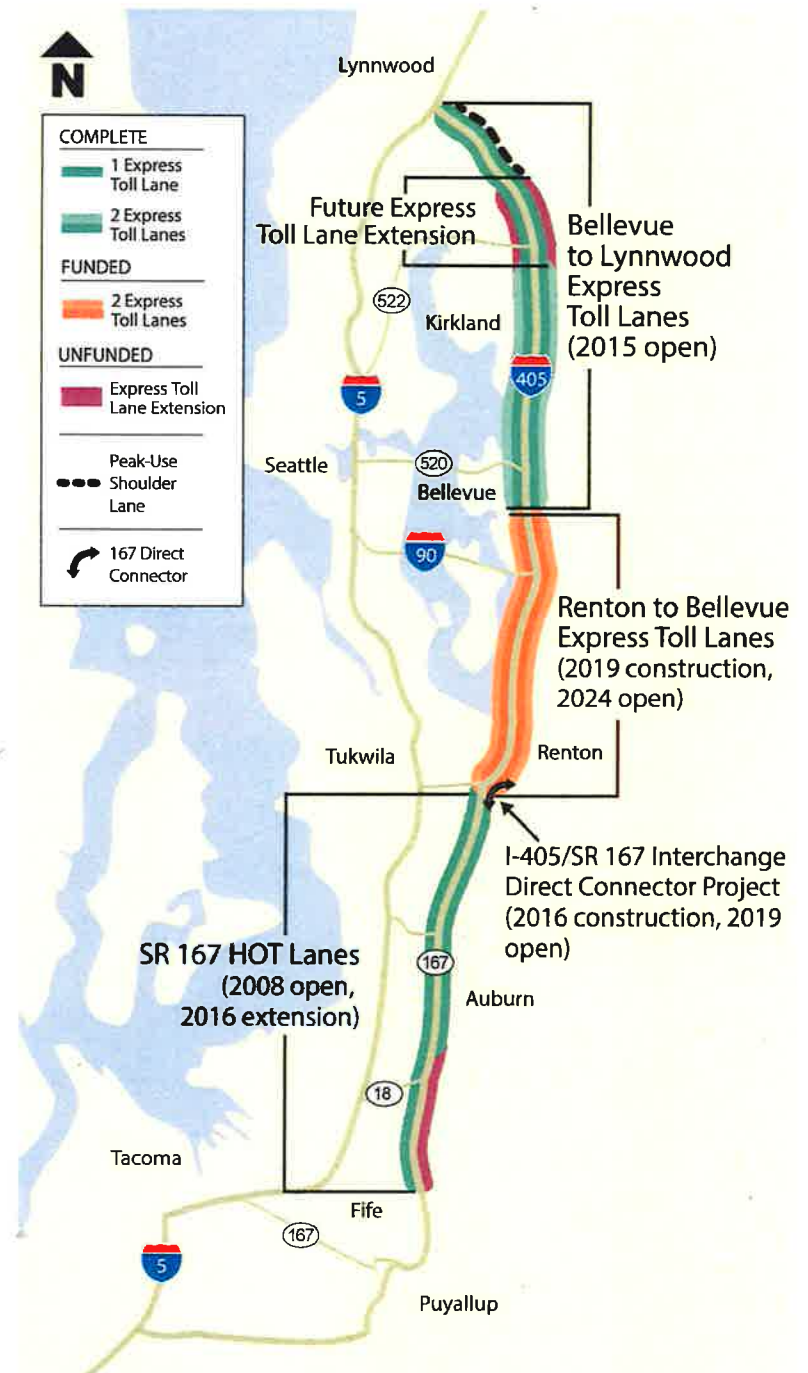
I-405/SR 167 Direct Connector

- Under construction
- Open to traffic in 2019

Renton to Bellevue Widening and Express Toll Lanes

- Construction to begin in 2019
- Open to traffic in 2024

adds an Express toll lane



Drivers support 40-mile corridor

The 2017 SR 167 HOT lanes customer survey asked drivers if they supported connecting the SR 167 HOT lanes to the I-405 express toll lanes.

**Should the SR 167 HOT Lanes be
connected to the I-405 express toll lanes?**



Contact

Ed Barry, PE
Director, WSDOT Toll Division
Ed.Barry@wsdot.wa.gov



Puget Sound Gateway Program SR 509 and SR 167 Completion Projects

SCATBd
January 16, 2018

CRAIG J. STONE, PE GATEWAY PROGRAM ADMINISTRATOR

Puget Sound Gateway Program - SR 509 & SR 167



- Total funding of \$1.9 billion; including \$310 million from tolls and local contributions
- Provides direct freight links from the state's largest ports to key distribution centers in the region, to Eastern Washington, and to northern tier states
- Connects to Sea-Tac International Airport for a new south access expressway for both passenger and air cargo
- Working directly with an Executive Committee of elected officials and executives representing 25 cities, counties, ports, transit and federal agencies in King and Pierce counties, and a Steering Committee that brings in chambers and trucking interests



Context for the Program



Provides direct freight links from the state's largest ports

- The Northwest Seaport Alliance - a joint operation of the ports of Seattle and Tacoma - the 4th largest in the nation for containerized cargo
- The industrial areas of Kent, Sumner and Puyallup are the 2nd largest distribution centers on the West Coast and 4th largest in the nation

Provides direct access to Sea-Tac International Airport from the south

- Sea-Tac Airport is the 9th largest in the nation and the fastest growing over each of the last 3 years
- Sea-Tac Airport is the 3rd largest exporter of air cargo for international trade on the West Coast

Supports community and economic development

- Consistent with the PSRC Transportation 2040 Plan
- Consistent with Cities & Counties Comprehensive Land Use Plans
- Serves critical Urban and Manufacturing Industrial Centers



Early Work: 28th/24th

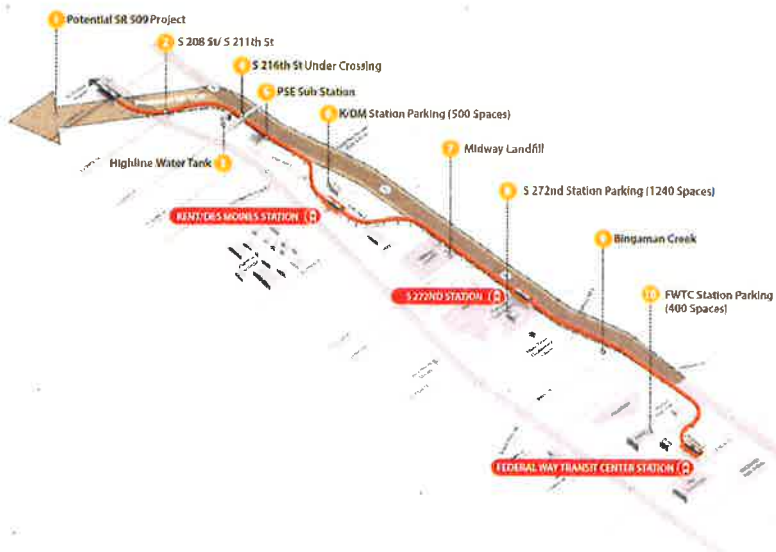


WSDOT



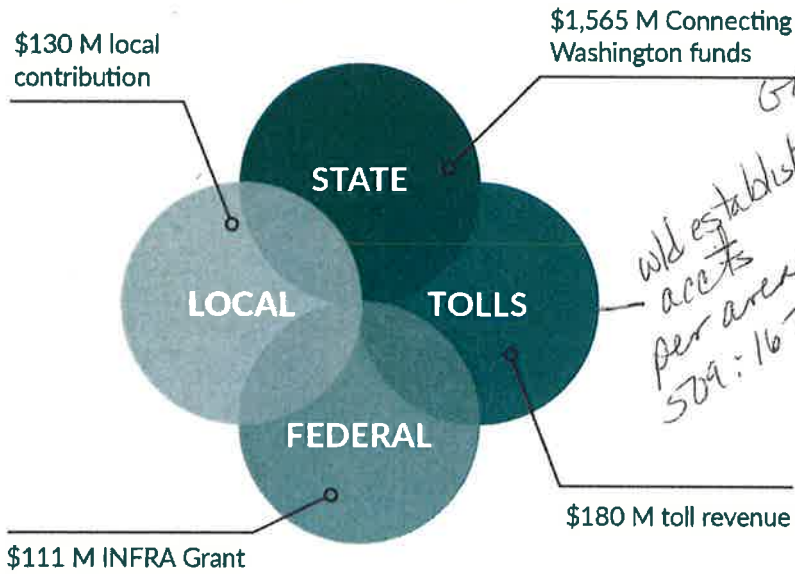
WSDOT

Next Steps: Sound Transit Coordination Federal Way Link Extension



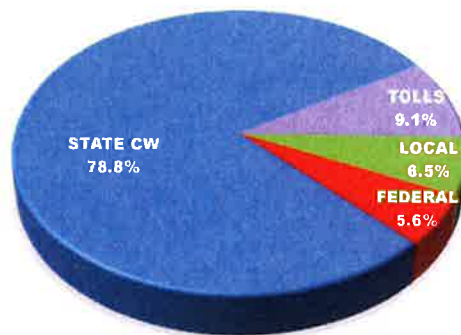
*Buy
say
need more
to legislation*

Gateway Funding Spheres



WSDOT

Program Funding

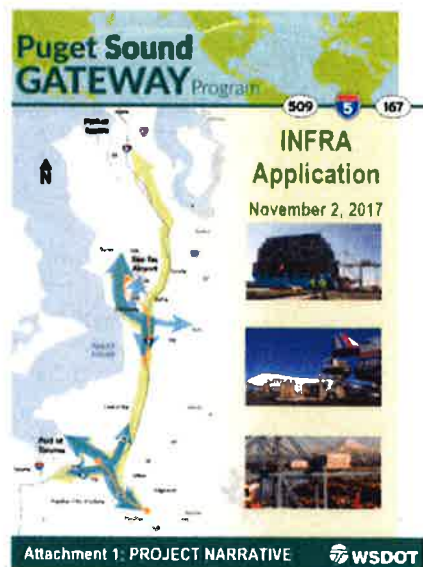


Funding Proportions with INFRA Grant

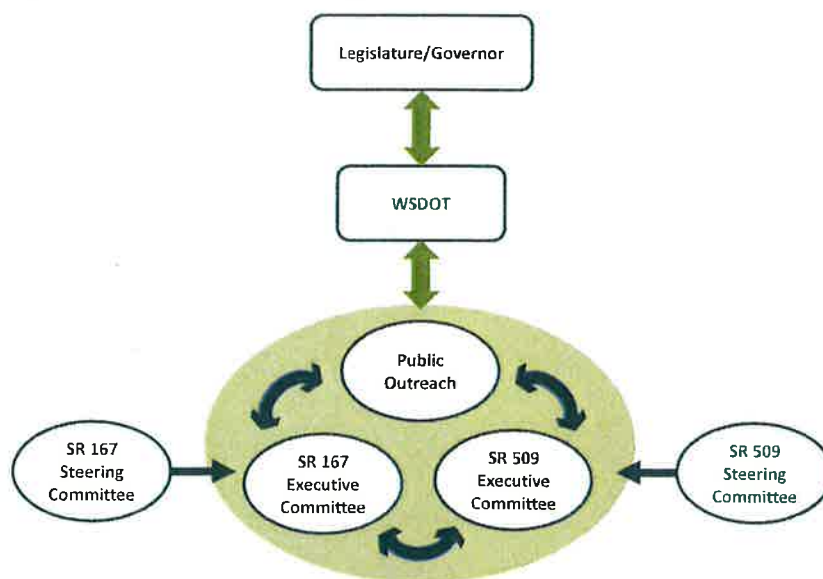
WSDOT

INFRA Grant Status

- Applied on November 2ND for \$111 million
- If fully awarded, up to \$20 million could be applied to the local funding
- No announcement on award timing so far
- Application available on the program website:
www.wsdot.wa.gov/projects/gateway



Puget Sound Gateway Process



Components of the Grant Focused Strategy

A strategic alliance with partners to pursue grants as an offset to local share

- Create a positive business case for local partners by focusing on the parts of the program that are most relevant and important to you
- Leverage potential to access significant grant funding to support local funding assumptions
- Request partners to participate, co-fund match, and submit grants with support from Subcommittee staff
- Combine local contributions and project funds to ensure fully-funded applications
- Support the grant effort and avoid competition with the local projects in the year of application

Grant Focused Strategy to come up w/ city Portion offset - secured a grant writer



Potential Grant Sources

Source	Fund Type	Project Type	Timing
INFRA, USDOT	Federal	Nationally significant freight and highway	Due Nov 2, 2017
TIGER	Federal	Significant impact on the nation, metropolitan areas or region	2021
PSRC TAP	Federal	Trails and other alternative Infrastructure	Submitted Sept 20, 2017
PSRC Surface Transportation Program	Federal	Regional and countywide significance	Due April 13 & May 4, 2018
Freight Mobility Strategic Investment Board (FMSIB)	State board discretion	Freight nexus, Port access	Due March 30, 2018
Transportation Improvement Board (TIB)	State board discretion	Local arterials and possibly ramps to local arterials	Due Aug 17, 2018
WA Recreation and Conservation Office (RCO)	State	Trails, salmon habitat	Spring 2018



Funding Targets

	SR 167	SR 509
Ports	\$30 m	\$30 m
Federal Grant	\$10 m	\$10 m
Partner match	\$10 m	\$10 m
Other Grants (PSRC, FMSIB, TIB)	\$20 m	\$10 m
Potential total	\$70 m	\$60 m

- 70th Avenue Bridge Relocation:
- **\$8 to \$14 M**
- SR 509 Veterans Extension:
- **\$7 to \$10 M**
- Port of Tacoma Access:
- **\$20 M**
- Sea-Tac Access:
- **\$5 M**



Opportunity

Kent: SR 509 Veterans Extension

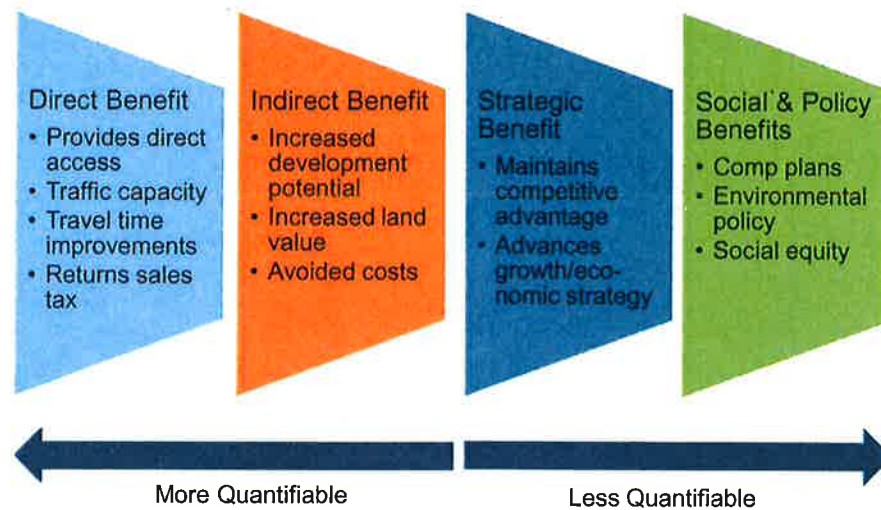
\$7 to \$10 Million

- Kent
- TIB
- PSRC - Countywide



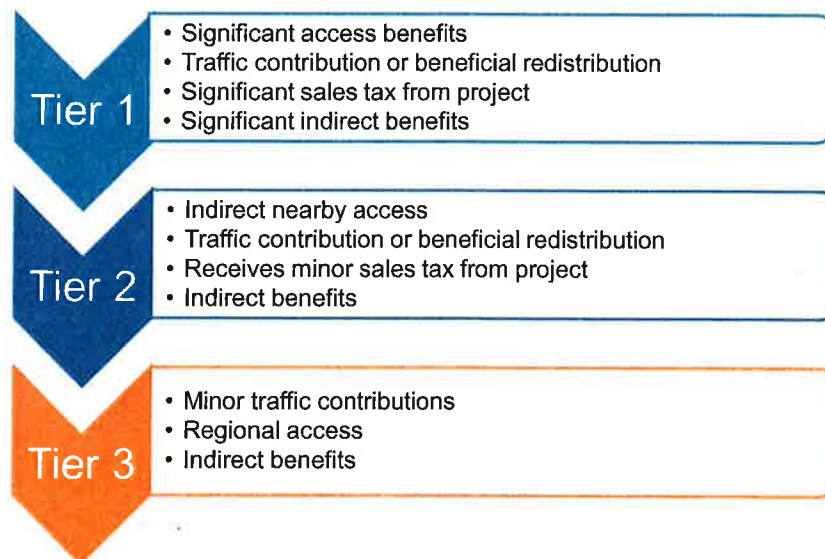
25 jurisdictions

A Way to Think About Local Benefits



WSDOT

A Benefits Based Proposed Approach



WSDOT

Benefit Level and Partner Roles

Benefit Level	Proposed Partner Roles
Tier 1 (Ports and Cities)	- Contribute to local projects - Donate right-of-way (if applicable) - Sponsor, initiate and help write grants - Support project and grant requests - Participate in project development review & project meetings
Tier 2 (Cities and Counties)	- Contribute to match to local projects - Support project and grant requests - Participate in project development review & project meetings
Tier 3 (Cities)	- Support project and grant requests - Participate in project meetings



Sample Partner Assessment

City of Fife: Partner Assessment

TIER 1

Overview

Population: 10,100 (2014 ACS)
 Employment: 15,256 (2013)
 Operating Budget: \$112.2 million (2014)

Due to the proximity of the Port of Tacoma, the City of Fife is a major employer and contributor to the local economy. The City of Fife is a major employer and contributor to the local economy. The City of Fife is a major employer and contributor to the local economy.

Benefit Level and Partner Role

Tier 1: The City of Fife is a major employer and contributor to the local economy. The City of Fife is a major employer and contributor to the local economy. The City of Fife is a major employer and contributor to the local economy.

Reimburse

The City of Fife would receive the following individual benefits under the Project Sound Gateway program:

- Direct Benefits**
 - Direct benefits to local projects: The City of Fife would receive the following individual benefits under the Project Sound Gateway program.
 - Significant truck traffic diversions from arterials: The City of Fife would receive the following individual benefits under the Project Sound Gateway program.
 - High value tax receipts from construction: The City of Fife would receive the following individual benefits under the Project Sound Gateway program.
 - Increased value of municipally-owned property: The City of Fife would receive the following individual benefits under the Project Sound Gateway program.
 - Improved access to developable residential lands: The City of Fife would receive the following individual benefits under the Project Sound Gateway program.
 - Significant improved access to developable employment lands: The City of Fife would receive the following individual benefits under the Project Sound Gateway program.
- Indirect Benefits**
 - Significant truck traffic diversions from arterials: The City of Fife would receive the following individual benefits under the Project Sound Gateway program.
 - High value tax receipts from construction: The City of Fife would receive the following individual benefits under the Project Sound Gateway program.
 - Increased value of municipally-owned property: The City of Fife would receive the following individual benefits under the Project Sound Gateway program.
 - Improved access to developable residential lands: The City of Fife would receive the following individual benefits under the Project Sound Gateway program.
 - Significant improved access to developable employment lands: The City of Fife would receive the following individual benefits under the Project Sound Gateway program.

Social & Policy Benefits

- Achievement of City policy goals: The City of Fife would receive the following individual benefits under the Project Sound Gateway program.
- Environmental benefits: The City of Fife would receive the following individual benefits under the Project Sound Gateway program.
- Social equity: The City of Fife would receive the following individual benefits under the Project Sound Gateway program.



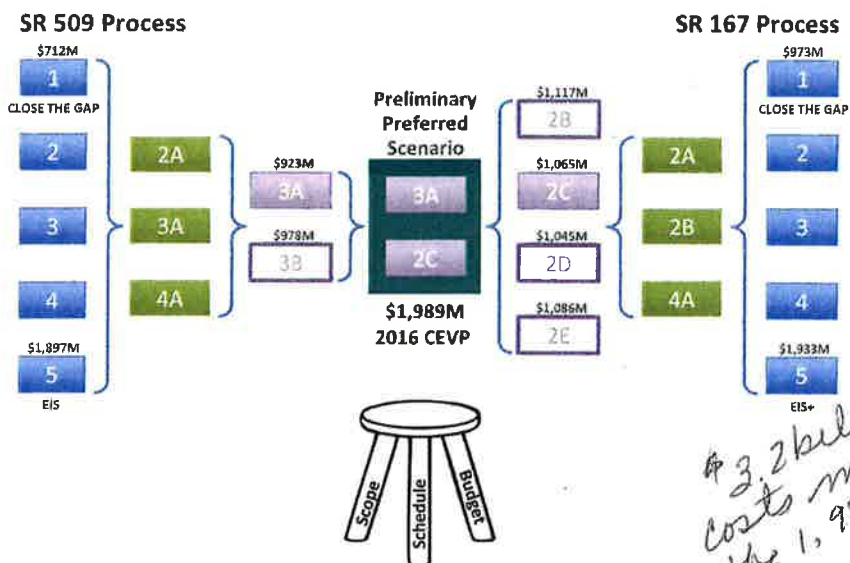
Feb 21st
Next Mtg

MOU Development Process



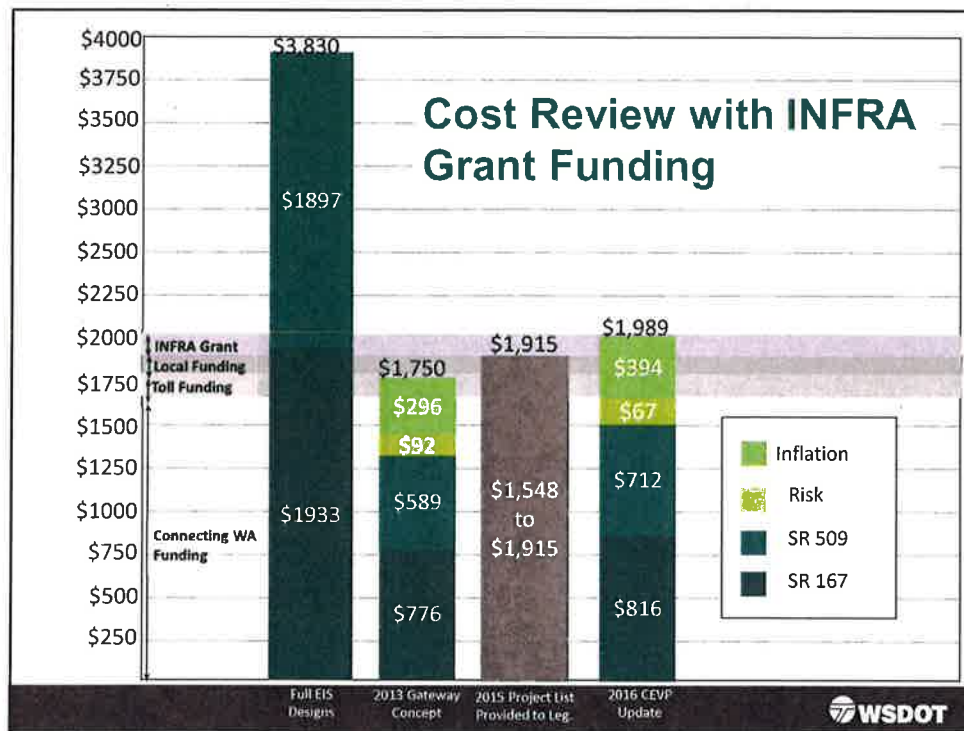
WSDOT

Practical Design Scenario Refinement Process

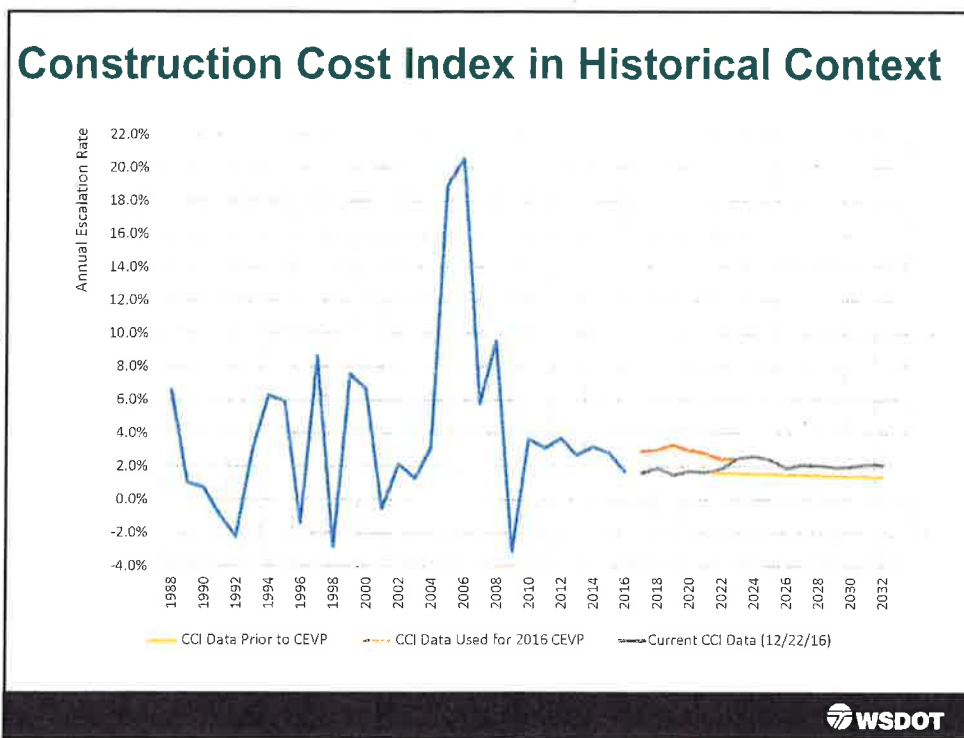


WSDOT

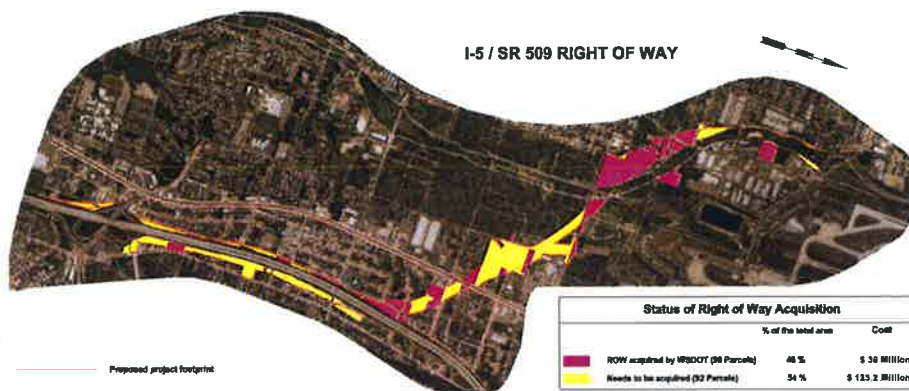
*Risks
Real Estate
Inflation*



*not
likely
to work thru*



SR 509 Right of Way Overview



*pursuing
50 parcels*

More information:

Craig J. Stone, PE
Puget Sound Gateway Program Administrator
(206) 464-1222
stonec@wsdot.wa.gov

*Senator
Kaiser
interested
in keeping
ROW for
this project*



Des Moines Arts Commission

Sheri Verburg, Chair

Michelle Fawcett, Vice Chair

Anne Sweet, Secretary

Fred Andrews

Patricia Clark

Al DeAnda

Ekk Sisvatdy

Marcus Williams

Luisa Bangs, City Council
Liaison

Patrice Thorell, Parks & Rec, Sr.
Services Director

Shannon Kirchberg, Events &
Facilities Manager



Des Moines Arts Commission

2018



Des Moines **WA**
The Waterland City



CULTURE



Des Moines Arts Commission

2012-2017



Des Moines **WA**
The Waterland City



CULTURE

2012-2017 report by: Jean Munro former DMAC Chair



- **Over 58 Events**
Concerts, Shakespeare plays, Squid-A-Rama, Festivals,
Art on Poverty Bay, Annual Arts Gala
- **\$59,616 Funds Raised**
- **\$37,500** 
CULTURE
- **Over 34,000 Community Member Participation**
- **Over 10 Collaborative Community Groups**
- **Over 13,500 Volunteer Hours**



Des Moines Arts Culture Today

From Your Perspective
*What are one or two words to describe the Arts Culture in Des Moines today? **

- *DMAC Meeting 1/9/18*



Expanding

Hopeful

Exciting!
Excited!

Broad

Very
Promising

Growing

Vibrant!

COOL!

Giving

Save The Dates...

- Art / Wine Walks...2/21/18, 5/12/18, Oct TBD
- Art on Poverty Bay Sculptures... 6/2/18
- Concerts in the Park...7/11/18 & Each Wed July-August
- Shakespeare in the Park...8/5/18
- 4th Annual Arts Gala...9/21/18
- Seattle Symphony...10/18/18
- Squid-A-Rama...11/10/18

Be A Part of the  of the City!

www.facebook.com/desmoinesartscommission

The City supports legislation that provides cities with the authority to voluntarily change their election system or take other action if needed to ensure the fairness of elections.

The City opposes legislation that limits cities authority to control their own elections or that creates a potential for increased litigation over election related issues.

The City opposes any expansion or increase in operations at SeaTac International Airport until current impacts, including health and noise, are adequately mitigated.

The City supports legislation that would address the disproportionate health and noise impacts felt by the City of Des Moines due to our close proximity to SeaTac International Airport.

LOCAL GOVERNMENT 101: The Roles, Duties, and Forms of Local Government

Presented by Tim George, City Attorney

January 18, 2018

Types of Cities/Towns in Washington State

- First Class Cities – (Seattle, Tacoma, Everett, Aberdeen, etc.)
- Second Class Cities – (Ritzville, Port Orchard, Davenport, etc.)
- Towns – (Cathlamet, Elmer City, Hamilton, etc.)
- Code Cities (**Des Moines**, Kent, Federal Way, Burien, Auburn, Maple Valley, Chelan, Kirkland, etc.)

Statewide forms of government

Class	TOTAL
First	10
Second	6
Town	69
Code	195
TOTAL	280

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.

What is a Code City?

- Code cities may take any action on matters of local concern so long as that action is neither prohibited by the state constitution nor in conflict with the state general law.
- The powers granted to code cities include all the powers granted to any class of city in any existing or future legislative enactment unless the legislature specifically makes a statute inapplicable to code cities.

Two types of Code Cities

- 1. Mayor-Council: consists of an elected mayor (elected at-large), who serves as the city's chief administrative officer, and a council which serves as the municipality's legislative body. The council has the authority to formulate and adopt city policies and the mayor is responsible for carrying them out. The mayor attends and presides over council meetings but does not vote, except in the case of a tie.
- 2. Council-Manager: consists of an elected city council, which is responsible for policymaking, and a professional city manager, appointed by the council, who is responsible for administration. The city manager provides policy advice, directs the daily operations of city government, handles personnel functions (including the power to appoint and remove employees) and is responsible for preparing the city budget.

Council/Manager Characteristics

Legislative authority

Executive authority

Selection of CEO

Removal of CEO

Tenure of executive

Tenure of council

Appointment of department heads

Removal of department heads

Veto of Majority Council Vote?

Policy development

Policy implementation

Underlying principles

Council

Appointed manager

Appointed by council on the basis of experience

Removed by a majority vote of the council

Indefinite

4-year term

Manager (no council confirmation)

Manager

Manager has no veto

Manager can recommend

Manager

Separation of politics from administration

Promotes economy and efficiency through professional management

Strong central executive

Follows a business model

Delineation of Duties – Council/Manager

- By state law, the City Council is prohibited from interfering with the Manager's administration. The City Manager, however, is directly accountable to and can be removed by a majority vote of the Council at any time.
- The council-manager form is based on the model of a business with a board of directors that appoints a chief executive officer.

City Manager & Councilmembers relationship.

- State law defines relationship - 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 – Mirrors Language from RCW 35A.13.120 above.

Council Communication with Staff

- *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. RCW 35A.13.120.
- Inquiry? Council questions for Directors can be made directly. Questions for subject matter experts, managers, or other staff should be made through City Manager or Director.
- Staff is expected to inform City Manager of contacts with individual Councilmembers.

State law mandated City Manager Duties

- The City Manager is the chief executive officer and head of the administrative branch of the city government. The manager is responsible to implement the City Council's policies to achieve the proper administration of all affairs of the city. The manager's specific duties include the following:
 - a. **General supervision** over the administrative affairs of the city;
 - b. **Appoints and removes all department heads**, officers, and employees of the city, except councilmembers, subject to the provisions of applicable law, rule, or civil service regulation;
 - c. **Attends** all meetings of the city council at which attendance is required by the council;
 - d. Sees that **all laws and ordinances are faithfully executed**, subject to the authority to maintain law and order that may be granted to the mayor by the council for times of public danger or emergency;
 - e. **Recommends for adoption** by the council such measures as he or she deems necessary or expedient;

More City Manager Duties

- f. **Prepares and submits** to the city council such reports as may be required by the council or as he or she may deem advisable to submit;
- g. Keeps the council fully advised of the **financial condition** of the city and of its future needs;
- h. Prepares and **submits a recommended budget** to the city council, as required by Ch. 35A.33 RCW and is responsible for the budget's administration after its adoption; and
- i. Performs such **other duties** as the city council may determine by ordinance or resolution.

Hierarchy of law

- Federal Constitution and preemption.
- State Constitution.
- The Revised Code of Washington (RCW) is the state law and the intent of statutes are often expressed in the Washington Administrative Code (WAC).
- “Case law” – the interpretation of law as pronounced by the courts of appeal and the state or U.S. Supreme Court.
- County Codes
- The Des Moines Municipal Code (DMMC) is the laws for our City and those ordinances have the same effect as state statutes – with some exception.

Hierarchy of Authority

- Federal Government (includes agencies as well as courts)
- State Government (includes agencies as well as courts)
- County Government (some authority over cities)
- Local Government (includes Districts, Utilities)
 - City has no authority outside of jurisdictional limits
 - Cannot control other governments, agencies, or districts.
 - Outside of jurisdiction, can influence, comment, lobby etc.

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, statute or code will tell Council which is appropriate. Examples:
 - Adopt/amend municipal code by ordinance.
 - Code states set a public hearing by resolution.
 - If it is unclear, City Attorney makes determination regarding proper format.

Do you want something on an Agenda?

- RULE 9. This rule specifies the method of preparation of a Council meeting agenda for meetings. The Presiding Officer, three (3) Councilmembers, or the City Manager may introduce a new item to the preliminary agenda.
- Another option is a motion at City Council meeting to remand an issue to Committee. Need four votes.

Regular Meeting vs. Study Session

- Purpose: Inform Council of impending business and allow informal discussions.
- No state law definition of “Study session.”
- Considered “regular meeting” under the Open Public Meetings Act.
- Classified as “study session” under the City Council Rules of Procedure.
- Rules restrict Council from taking final action on Ordinances or Resolutions.
- Can vote and take action on motions and other items.

Conflicts of Interest/ Code of Ethics

- While serving as a Councilmember:
 - Cannot accept gifts (unless minimal value).
 - Cannot use office, information or City services for personal or family gain.
 - Cannot have contractual interest with City for personal or family gain.

Conflicts of Interest/ Code of Ethics

- After leaving office:
 - State law only has one restriction:
 - RCW 35A.13.050: No person elected to membership on the council shall be eligible for appointment as city manager until one year has elapsed following the expiration of the term for which he or she was elected.

Conflicts of Interest/ Code of Ethics

- Des Moines places additional restrictions on employees/Councilmembers. Both are treated the same in the DMMC.
- Employees and Councilmembers have identical limitations for one year after leaving the City.

Conflicts of Interest/ Code of Ethics

- Conflict of Interest
- For one year after leaving City:
 - Cannot assist another party in a proceeding involving the City in which former Councilmember worked on the matter while with the City.
 - Cannot represent another party as an advocate on a matter against the City regarding an issue in which the former councilmember was involved.

Conflicts of Interest/ Code of Ethics

- Code of Ethics
- For one year after leaving City:
 - Cannot hold interest in a contract that was made by, through or under the supervision of the Councilmember while still with the City.
 - Cannot compete for a City contract if the Councilmember was involved in determining the scope or selection process while still with the City.

Complaints made to Councilmembers

- **ADMINISTRATIVE COMPLAINTS MADE DIRECTLY TO INDIVIDUAL COUNCILMEMBERS**
- **RULE 32.** When administrative policy or administrative performance complaints are made directly to individual Councilmembers, the Councilmember may then refer the matter directly to the City Manager for his/her view and/or action. The individual Councilmember may request to be informed of the action or response made to the complaint.

Questions?
