

AGENDA

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

June 9, 2016 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

EXECUTIVE SESSION

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

Item 1: RECOGNITION OF DICK BODY

ADMINISTRATION REPORT

CONSENT AGENDA

Page 1 Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through June 9, 2016 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#146953-147032	\$ 898,865.50
Electronic Wire Transfers	#712-720	\$ 428,145.68
Payroll Checks	#18800-18807	\$ 7,932.69
Payroll Direct Deposit	#220001-220166	\$ 295,171.81
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$1,630,115.68

Page 3 Item 2: ARTS COMMISSION APPOINTMENT

Motion is to confirm the Mayoral appointment of Alfonso De Anda to the remainder of the unexpired three year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2016.

Page 7 Item 3: UPDATED ENGAGEMENT LETTER FOR SUMMIT LAW GROUP TO REPRESENT THE CITY FOR LABOR AND EMPLOYMENT MATTERS CONCERNING THE POLICE GUILD AND POLICE MANAGEMENT ASSOCIATION

Motion is to authorize the City Manager to sign the letter of engagement with Summit Law Group to represent the City of Des Moines in labor and employment matters regarding the Des Moines Police Guild and Police Commanders in an amount not to exceed \$60,000, substantially in the form as submitted.

NEW BUSINESS

Item 1: INTRODUCTION OF GUESTS:

- FIRE DISTRICT
 - o Discussion of Challenges and Opportunities
 - o Discussion of Current Efforts to Address Challenges and Opportunities
 - o Discussion of Potential Ways to Partner to Address Challenges and Opportunities
- POOL DISTRICT
 - o Discussion of Challenges and Opportunities
 - o Discussion of Current Efforts to Address Challenges and Opportunities
 - o Discussion of Potential Ways to Partner to Address Challenges and Opportunities

NEXT MEETING DATE

June 16, 2016 Regular City Council Meeting

ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval

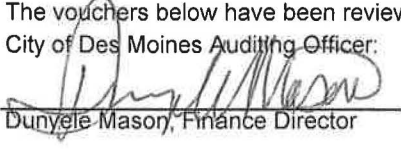
9-Jun-16

Auditing Officer Certification

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

As of **Jun 09, 2016** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through Jun 01, 2016 included in the attached list and further described as follows:

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


Dunyale Mason, Finance Director

	# From	# To	Amounts	
Claims Vouchers:				
Total A/P Checks/Vouchers	146953 ✓	147032 ✓	898,865.50	✓
Electronic Wire Transfers	712 ✓	720 ✓	428,145.68	✓
Total claims paid			1,327,011.18	
Payroll Vouchers				
Payroll Checks	18800 ✓	18807 ✓	7,932.69	✓
Direct Deposit	220001 ✓	220166 ✓	295,171.81	✓
Payroll Checks	-			
Direct Deposit	-			
Total Paychecks/Direct Deposits paid			303,104.50	
Total checks and wires for A/P & Payroll			1,630,115.68	

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Arts Commission Appointment

FOR AGENDA OF: June 9, 2016

ATTACHMENTS:

1. Application submitted by:
Alfonso De Anda

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

DATE SUBMITTED: May 25, 2016

CLEARANCES:

- ☒ Legal YG
- ☐ Finance NA
- ☐ Marina NA
- ☒ Parks, Recreation & Senior Services go
- ☐ Planning, Building & Public Works NA
- ☐ Police NA
- ☐ Courts NA

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

Purpose and Recommendation

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

Suggested Motion

Motion: “I move to confirm the Mayoral appointment of Alfonso De Anda to the remainder of an unexpired three year term on the City of Des Moines Arts Commission effective immediately and expiring on December 31, 2016.”

Background

The City Council adopted Ordinance No. 06-1393 establishing the Des Moines Arts Commission in November 30, 2006. The nine Arts Commission positions were appointed in February 2007. The terms were staggered so that six positions are retained each year and three positions expire each year on December 31.

The Arts Commission was created to:

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

Discussion

This agenda seeks confirmation of the Mayoral appointment of Des Moines resident Alfonso De Anda to the Des Moines Arts Commission to become effective immediately. The appointment is for the remainder of an unexpired three year term ending on December 31, 2016.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

None provided.



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

Recvd. _____

DEC 15 2015

Please Check

NAME: Alfonso De Anda
 ADDRESS: 609 S. 222nd St., #303
 CITY/ZIP: Des Moines, WA 98198
 PHONE: Home (206) 878 8266 Work _____
 LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 14 yrs.
 REGISTERED VOTER? Yes
 E-MAIL ADDRESS: vadito3@aol.com

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

EMPLOYMENT SUMMARY LAST FIVE YEARS: Frye Art Museum - responsible for implementing security measures pertaining for all art, providing information to museum visitors and any information regarding art exhibits.

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

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

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

1. Why do you wish to serve in this capacity and what can you contribute? Experience in art selection, art handling, and art safekeeping

2. What problems, programs or improvements are you most interest in? all

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

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Updated Engagement Letter for Summit Law Group to Represent the City for Labor and Employment Matters Concerning the Police Guild and Police Management Association.

AGENDA OF: June 9, 2016
DEPT. OF ORIGIN: Human Resources
DATE SUBMITTED: May 31, 2016

ATTACHMENTS:

1. Engagement of Summit Law Group for Police Guild and Police Commanders Labor and Employment Matters, Updated June 2016.

CLEARANCES:

☒ Legal 56
☐ Economic Development _____
☒ Finance sm
☐ Marina _____
☐ Parks, Recreation & Senior Services _____
☐ Planning, Building & Public Works _____
☐ Police _____
☐ Courts _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AA

Purpose and Recommendation:

The purpose of this agenda item is to approve the attached Engagement of Summit Law Group for Police Guild and Police Commanders Labor and Employment Matters, Updated June 2016.

Suggested Motion

Motion: "I move to authorize the City Manager to sign the letter of engagement with Summit Law Group to represent the City of Des Moines in labor and employment matters regarding the Des Moines Police Guild and Police Commanders in an amount not to exceed \$60,000, substantially in the form as submitted."

Background:

In anticipation of negotiations with the Police Guild and the Police Management Association, the City entered an agreement to engage Summit Law Group with regard to labor negotiations for an amount not to exceed \$45,000. Since that time, Bruce Schroeder has done an excellent job representing the City throughout negotiations and mediation with both bargaining units. Although the City and the Commanders of the Police Management Association successfully reached an agreement, regrettably there has been no settlement with the Police Guild and we will therefore be proceeding to an interest arbitration hearing for the first time ever in the City. Based on the number of certified issues and an anticipated four-day hearing, Mr. Schroeder estimates that total fees for his firm to prepare for and conduct the hearing, and prepare the post-hearing brief is estimated to be up to an additional \$60,000 beyond the \$45,000 cap which has already been reached.

Discussion:

Given the complexity of the issues we deal with at the City, staff often needs the assistance of legal counsel with specialized areas of expertise. When it comes to binding interest arbitration in particular, it is critical that the City has legal counsel involved. The Summit Law Group, and especially Bruce Schroeder, have represented public sector management clients for many years and are regarded as one of the preeminent firms in their field. The attached letter of engagement outlines the terms and fees for their services.

Alternatives:

The Council could direct that another firm/individual be engaged to provide these services to the City.

Financial Impact:

The financial impact is estimated to range from \$50,000 to \$60,000. The updated letter also reflects that Mr. Schroeder's hourly billing rate has increased from \$300 to \$310 dollars, with slightly lower fees for other attorneys in the firm. Per the terms of his engagement letter, total fees will be capped at \$60,000, unless extended by the City Council. Funds are available in the General Fund and will be appropriated via budget amendment.

Recommendation/Conclusion:

Staff recommends approval of the attached engagement letter with Summit Law Group.

BRUCE L. SCHROEDER
DID: (206) 676-7052
EMAIL: bruces@summitlaw.com

May 31, 2016

Tony Piasecki
City Manager
City of Des Moines
21630 11th Ave. S., Suite A
Des Moines, WA 98198

**Re: Engagement of Summit Law Group for Police Guild and Police
Commanders Labor & Employment Matters, Updated June 2016**

Dear Tony:

Thank you for hiring Summit Law Group to continue its representation of the City of Des Moines with regard to labor and employment matters involving the Des Moines Police Officers and Commanders. We will represent your interests vigorously and do our very best to be prompt, thoughtful and practical in everything we do on your behalf.

Fee Arrangements. We will build a working partnership with you to enable you to maintain control over the scope and cost of your legal work. We are especially interested in fee arrangements that provide incentives for us to be cost effective and that reward us for superior results. Unless we agree otherwise, however, we will charge for our services by the billable hour. We encourage you to consider and suggest other ways of measuring the value of our services during the course of our relationship. Whether you choose to be billed by the hour, or some other fee arrangement, we, unlike any other law firm we know of in the country, invite you to pay in accordance with your perception of the value of our legal services. To that end, within 30 days of our invoice, you are free to adjust our billed amount, upward or downward, based on your perception of the value that you have received.

My current applicable hourly rate is \$310, and we have agreed to place a not-to-exceed amount of \$60,000 on this engagement. Although I will be handling the negotiations for the City, if you have a question and I am not available you may feel free to contact any of the members of our Labor and Employment Group for assistance. The billing rates and contact information of those members are included in the Appendix to this letter.

Unless otherwise agreed in writing, we will provide you with full itemized billing information on a monthly basis, including people working on your engagement, their hours and rates and a detailed description of services performed. Payment of our bill is due upon receipt of our invoice and bills not paid within thirty (30) days of the date of the invoice will accrue

Tony Piasecki
 May 31, 2016
 Page 2

interest at a rate of 1% per month. We do not charge for telephone, fax, photocopying, computerized legal research, local travel, or other costs that are properly part of our cost of doing business. We charge our actual costs for out-of-town travel and meals, working meals, and other third party vendor expenses (*e.g.*, for high volume photocopying, courier and messenger services, conference calls and other extraordinary expenses). Our billings are monthly, unless otherwise agreed.

Attached to this letter is an Appendix which includes additional terms of this engagement. Together, this letter and the Appendix shall constitute the agreement between you and us regarding our professional services. If the terms of our representation as described above and in the Appendix are acceptable, please date and sign this letter where indicated below and return it to me via mail, facsimile or electronic mail. This agreement will take effect on the date of your signature or when we first perform services, whichever is earlier.

Very truly yours,

SUMMIT LAW GROUP PLLC

Bruce L. Schroeder

AGREED AND ACCEPTED:

CITY OF DES MOINES

By _____
 Printed Name: _____
 Title: _____
 Dated _____

Appendix to Engagement Letter of Summit Law Group, PLLC

The term “you” below refers to the client in this engagement. If the client is an entity, then we have addressed the accompanying engagement letter to the client’s authorized representative, but the term “you” below refers to the entity client.

Identity of Client.

In representing a client which is an entity, we do not thereby also separately represent affiliates or other constituents of the entity, nor do we separately represent the owners, officers, directors, founders, managers, members, partners, fiduciaries, or employees of the entity in their individual capacities or with respect to their individual affairs. We will rely upon you to inform them of this fact where appropriate. Unless we agree otherwise in writing, we do not by virtue of our representation of you also represent any entity that controls you, is controlled by you or is under common control with you. We will look to the addressee of the engagement letter for our instructions on behalf of the entity, unless you inform us otherwise in writing.

Scope of Engagement.

The scope of this engagement is described in the accompanying engagement letter. The scope of our engagement may change if you ask us to provide different or additional services and we agree in writing to provide them or we actually proceed to provide them and bill you for them. If our engagement changes, the terms set out in the accompanying engagement letter and this Appendix will apply to the changed engagement, unless we enter into a further agreement modifying this one. Our engagement may be terminated by either one of us upon written notice to the other.

Summit Team Assigned to This Engagement.

At Summit Law Group, we assign a team to your engagement. Your team includes the individuals listed below.

Attorney	Direct Dial	Email	Hourly Rate
Peter Altman	676-7048	petera@summitlaw.com	\$245
Kristin Anger	676-7012	kristina@summitlaw.com	\$285
Mike Bolasina	676-7006	mikeb@summitlaw.com	\$285
Sarah Hale	676-7022	sarahh@summitlaw.com	\$235
Otto Klein	676-7034	ottok@summitlaw.com	\$310
Sofia Mabee	676-7112	sofiam@summitlaw.com	\$285
Quinn Oppenheim	676-7106	quinno@summitlaw.com	\$265
Shannon Phillips	676-7092	shannonp@summitlaw.com	\$285
Bruce Schroeder	676-7052	bruces@summitlaw.com	\$310

Attorney	Direct Dial	Email	Hourly Rate
Linda Swanson		lindas@summitlaw.com	\$140
Dan Swedlow	676-7024	dans@summitlaw.com	\$280
Rod Younker	676-7080	rody@summitlaw.com	\$305

Billing and Payment.

We review and make changes to our hourly rates from time to time, usually on an annual basis. Changes may or may not apply across the board to all timekeepers.

Timely payment in full is a condition to our continuing provision of services. You agree that we may suspend or terminate our services and may withdraw from this engagement in the event our fees and other charges are not timely paid, subject to applicable rules governing attorney withdrawal. In extreme cases, we may pursue recovery of unpaid fees through collection actions or litigation. If our engagement is terminated by either you or us for any reason, you will remain obligated to pay us all fees and other charges properly incurred up to the termination date.

Although on occasion we will in good faith attempt to estimate in advance the fees and costs of an engagement, we are not bound by any such estimate unless agreed in writing. Also, we are not obligated to revise, amend or correct any such estimate if subsequent developments make it inaccurate.

If we have more than one client in this engagement, then each is jointly and severally obligated to pay us unless we agree otherwise in writing. Any outside arrangements you may have for allocation, reimbursement, insurance, indemnification or the like will not relieve you of your obligation to pay amounts due.

Conflict Check.

At the beginning of each engagement we conduct a review of potential conflicts of interest to ensure compliance with the Rules of Professional Conduct, using names that you have provided. As we move forward, please be sure to immediately provide us with any new or different names of adverse or interested parties so that we may update our conflict check.

Return of Files.

After this engagement has ended, you may request the return of your files. If you do not do so and you would like us to keep your files, then we will do this. Depending on the size of the files, we may charge you for the cost of continued storage.

Dispute Resolution and Arbitration.

If you become dissatisfied with any aspect of our relationship, including the quality or adequacy of our representation, you agree to bring that to our attention, and we each agree to negotiate in good faith to resolve the matter. If we cannot reach agreement, we each agree to

comply with any mandatory dispute resolution procedures that apply to any such dispute. If such applicable mandatory dispute resolution procedures have been completed or waived, and a dispute still exists between us, we each agree that the dispute will be submitted for mediation in Seattle, Washington, under the rules of JAMS. If such mediation fails, and a dispute still exists between us, we each agree that the dispute will be submitted to binding arbitration in Seattle, Washington, under the rules of JAMS. In arbitration, there is no right to a trial by jury and the arbitrator's legal and factual determinations are generally not subject to appellate review.

By signing the engagement letter to which this is attached, you acknowledge that the agreement to arbitrate results in a waiver of your right to a court or jury trial for any fee dispute or malpractice claim. This also means that you are giving up your right to discovery and appeal. If you later refuse to submit to arbitration after agreeing to do so, you may be ordered to arbitrate pursuant to the provisions of Washington law. You acknowledge that before signing this agreement and agreeing to binding arbitration, you are entitled to, and have been given, a reasonable opportunity to seek the advice of independent counsel.

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Speaker Sign-Up Sheet

June 9, 2016

[illegible]

INSPIRE POSITIVE AGING NOMINATION 2016

Richard Body

I have decided that Richard (Dick) Body never sleeps. How else can he do so much for his community? The following describes his volunteer work with Sound Generations Volunteer Transportation, Sound Generations Meals on Wheels, South King County Fire and Rescue and finally, Des Moines/Normandy Park Senior Activity Center.

Dick started with Senior Services as a volunteer driver for the HYDE Shuttle back in 2008. He then switched over to the Volunteer Transportation program. I remember talking with the transportation director who was worried that clients would have trouble getting in and out of his little red "DIXTOY" sports car. I said, "the day I am too old to be excited for a convertible sports car to come to my door for a ride, then it is time for me to go!" Dick is VERY popular with his little red convertible, taking clients as often as 2 days a week to medical appointments. When there is time, he takes clients to lunch or for ice cream or a special treat, as they leave their homes so infrequently due to health issues and limited transportation. At this time, he is "on Hold" for his volunteer driving duties as he deals with his wife's dementia.

With the South King Fire and Rescue Department, Dick has the honor of being the designated volunteer driver for their 1941 Chevrolet fire truck. Many a summer weekend, Dick and his faithful stuffed Dalmatian, Hydrant, attend community festivals, farmers markets, parades and senior centers. Every July, Dick hosts a drawing for one lucky senior from our senior center to win a ride in the antique fire truck for our community's annual Waterland Parade. Dick also delivers interdepartmental mail to all eight fire stations on a weekly basis.

Dick has lived in Des Moines since 1963, retiring from the U.S. Post Office in 1988. He wears MANY hats at the senior activity center. Every Wednesday finds Dick as one of our volunteer drivers for our day trips, helping area seniors enjoy all the fun places to visit and explore in the Pacific Northwest. He is our official "carpenter", making a beautiful table rack for the center, repairing tv trays, donating wood sailboat mobiles and ornate memory boxes to our annual auction, building storage boxes and more. His most proud carpentry work is the volunteer time he gave to carve a new fish direction sign down at the Des Moines marina which was in desperate need of repair. It is now a well known "marker" for the Des Moines marina water front. Every Thursday morning at 8am sharp since 2003, Dick is at the center ready to pack his meals for meals on wheels delivery. He has a set route and clients who are anxious to see and visit with him. One client has two dogs and Dick never forgets to bring them "treats" as he delivers meals to their owner.

As Dick will tell you, he enjoys serving others as it brings variety and personal growth into his life. He also enjoys the happiness it brings to others. THAT is what most captures Dick's positive aging to me. He doesn't just do the job, he goes the extra mile to bring a smile, wipe a tear, make a child laugh, a dog wag its tail, a homebound senior feel special and loved.

YOU are loved and appreciated Dick Body. YOU bring a smile to our hearts. As said so well by the great Kathryn Hepburn....." You are OUR Knight in Shining Armor".

Sue Padden

Senior Services Manager, City of Des Moines