

AGENDA

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

March 9, 2017 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

EXECUTIVE SESSION

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

Item 1: PACIFIC MIDDLE SCHOOL FUTURE CITIES PRESENTATION

ADMINISTRATION REPORT

Item 1: PRESENTATION BY HIGHLINE COLLEGE SMALL BUSINESS DEVELOPMENT CENTER

Item 2: SENIOR CENTER NUTRITION PROGRAM

Item 3: LEGISLATIVE UPDATE

CONSENT CALENDAR

Page 1 Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through March 1, 2017 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#149588-149774	\$ 866,660.14
Electronic Wire Transfers	#830-837	\$ 200,480.11
Payroll Checks	#18907-18908	\$ 2,614.14
Payroll Direct Deposit	#00070001-00070170	\$ 301,387.38
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$1,371,141.77

Page 3 Item 2: DOE SPILL PREVENTION, PREPAREDNESS AND RESPONSE EQUIPMENT GRANT AGREEMENT

Motion is to enter into Agreement No. SPPREG-2017-DeMoMa-00015 with the Department of Ecology ("DOE") for a grant in the amount of \$590.00, and to authorize the City Manager to sign the Agreement substantially in the form as attached.

Page 23 Item 3: WASHINGTON STATE FUTURE CITY REGIONAL COMPETITION

Motion is to approve the Proclamation recognizing the achievements of the Pacific Middle School students in the Washington State Future City Regional Competition.

Page 27 Item 4: LOWER MASSEY CREEK IMPROVEMENTS PROJECT – VEGETATION MONITORING CONTRACT
Motion is to approve the Task Order Assignment with Tetra Tech, Inc. for permitting services associated with the Lower Massey Creek Improvements Project in the amount of \$99,582.00, authorize a contingency in the amount of \$10,000, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted.

Page 43 Item 5: AMENDMENT #1 TO THE ILA WITH NORMANDY PARK FOR DES MOINES TO PROVIDE PROSECUTION SERVICES
Motion is to approve amendment #1 to the Interlocal Agreement with the City of Normandy Park for Des Moines to provide prosecution services, adding Domestic Violence Advocate services to the agreement and increasing the rate to reflect the increased costs of providing services, and authorize the City Manager to sign the Agreement substantially in the form as submitted.

Page 55 Item 6: CITY FINANCIAL SUPPORT FOR ULTRA FINE PARTICLE RESEARCH
Motion is to authorize the City Manager to contribute up to \$25,000 in support of a study to assess and identify options to reduce or mitigate emissions of ultrafine particles resulting from aircraft operations, and further to direct staff to bring forward a budget amendment reflecting this contribution as necessary.

OLD BUSINESS

Page 59 Item 1: CITY COUNCIL RULES OF PROCEDURE UPDATES
Staff Presentation: City Attorney Tim George

Page 123 Item 2: MARINA PAID PARKING AND TRAFFIC IMPACTS IN THE MARINA DISTRICT
Staff Presentation: Public Works Director Brandon Carver

NEXT MEETING DATE

March 23, 2017 City Council Regular Meeting

ADJOURNMENT

CITY OF DES MOINES
Voucher Certification Approval

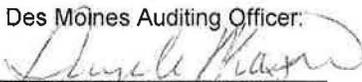
9-Mar-17

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 March 9, 2017 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through March 01, 2017 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:


Donyele Mason, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	149588 [✓]	149774 [✓]	866,660.14
Electronic Wire Transfers	830 [✓]	837	200,480.11
Total claims paid			1,067,140.25
Payroll Vouchers			
Payroll Checks	18907	18908	2,614.14
Direct Deposit	00070001	00070170	301,387.38
Payroll Checks			
Direct Deposit			
Total Paychecks/Direct Deposits paid			304,001.52
Total checks and wires for A/P & Payroll			1,371,141.77

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: DOE Spill Prevention, Preparedness,
And Response Equipment Grant Agreement

FOR AGENDA OF: March 9, 2017

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: February 16, 2017

ATTACHMENTS:

1. Agreement No. SPPREG-2017-DeMoMa-00015

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: DSB

- Legal *JG*
- Finance *BM*
- Courts
- Police

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *UM*

Purpose and Recommendation

The purpose of this agenda item is for City Council to approve the attached Spill Prevention, Preparedness, and Response Equipment Grant Agreement with the Department of Ecology.

Suggested Motion

Motion "I move to enter into Agreement No. SPPREG-2017-DeMoMa-00015 with the Department of Ecology ("DOE") for a grant in the amount of \$590.00, and to authorize the City Manager to sign the Agreement substantially in the form as attached."

Background

The Spill Response trailer stationed at the Marina is in need of necessary maintenance, specifically replacement of aging tires.

Discussion

Replacement of the tires on the trailer would ensure that the trailer is ready and available to respond to pollution events. This Agreement would cover the \$590.00 tire expense.

Alternatives

To not accept the DOE Grant.

Financial Impact The City's share of this grant is \$0.00.

Recommendation

It is recommended that the City Council approve the DOE Grant Agreement No. SPPREG-2017-DeMoMa-00015.



Agreement No. SPPREG-2017-DeMoMa-00015

SPILL PREVENTION, PREPAREDNESS, AND RESPONSE EQUIPMENT GRANT AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF DES MOINES

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Des Moines, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Des Moines Marina Spill Response Trailer
Total Cost:	\$590.00
Total Eligible Cost:	\$590.00
Ecology Share:	\$590.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	11/01/2016
The Expiration Date of this Agreement is no later than:	06/30/2017
Project Type:	Equipment Cache Grant

Project Short Description:

This project consists of tasks necessary for maintenance of the spill response trailer stationed at the Des Moines Marina

Project Long Description:

The work conducted during this project include the following maintenance tasks: Replace the electric brake battery, check the lights and signals, perform a break inspection, re-pack wheel bearings, and replace all five tires (includes the spare tire). The goal is to ensure that this trailer is ready and available to respond to pollution events in our AOR.

Overall Goal:

To replace aging tires on the Marina Spill Response Trailer

State of Washington Department of Ecology
 Agreement No: SPPREG-2017-DeMoMa-00015
 Project Title: Des Moines Marina Spill Response Trailer
 Recipient Name: City of Des Moines

RECIPIENT INFORMATION

Organization Name: City of Des Moines

Federal Tax ID: 91-6016496

DUNS Number: 079270443

Mailing Address: 22307 Dock Ave, So
 Des Moines, WA 98198

Physical Address: 22307 Dock Ave, So
 Des Moines, Washington 98198

Organization Email: swilkins@desmoineswa.gov

Contacts

Project Manager	Scott Wilkins Assistant Harbormaster 22307 Dock Ave. So. Des Moines, Washington 98198 Email: swilkins@desmoineswa.gov Phone: (206) 824-5700
Billing Contact	Eric Mandelas Staff Accountant 21630 11th Avenue South, Suite A Des Moines, Washington 98198 Email: emandelas@desmoineswa.gov Phone: (206) 870-7104
Authorized Signatory	Michael Matthias City Manager 21630 11th AVE S Des Moines, Washington 98198 Email: mmatthias@desmoineswa.gov Phone: (206) 824-5700

State of Washington Department of Ecology
 Agreement No: SPPREG-2017-DeMoMa-00015
 Project Title: Des Moines Marina Spill Response Trailer
 Recipient Name: City of Des Moines

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Spills
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Spills
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

Project Manager	<p>Laura Hayes</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: lhay461@ecy.wa.gov Phone: (360) 407-7485</p>
Financial Manager	<p>Laura Hayes</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: lhay461@ecy.wa.gov Phone: (360) 407-7485</p>
Technical Advisor	<p>Jodi Goodman</p> <p>PO Box 47600 Olympia, Washington 98504-7600 Email: jgoo461@ecy.wa.gov Phone: (360) 407-6762</p>

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 Agreement No: SPPREG-2017-DeMoMa-00015
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 Recipient Name: City of Des Moines

SCOPE OF WORK

Task Number: 1 **Task Cost: \$0.00**

Task Title: Project Administration

Task Description:

A. The RECIPIENT will administer the project. Responsibilities will include, but are not limited to: maintenance of project records; submittal of requests for reimbursement and corresponding backup documentation, progress reports and recipient closeout report (including photos), compliance with applicable procurement, contracting, and interlocal agreement requirements, application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project, and submittal of required performance items.

B. The RECIPIENT must manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; ECOLOGY, all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT must carry out this project in accordance with any completion dates outlined in this agreement.

Task Goal Statement:

Properly managed project that meets agreement and Ecology administrative requirements.

Task Expected Outcome:

1. Timely and complete submittal of requests for reimbursement, quarterly progress reports, and recipient closeout report.
2. Properly maintain project documentation.

Recipient Task Coordinator: Scott Wilkins

Project Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	
1.3	Project Outcome Summary Report	

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 Recipient Name: City of Des Moines

SCOPE OF WORK

Task Number: 2 **Task Cost: \$590.00**

Task Title: Enhancement of Existing Response Equipment

Task Description:

The RECIPIENT will carry out the repairs, maintenance, and enhancements necessary to maximize the benefits from existing response equipment, tools, and supplies as described in the project.

Task Goal Statement:

Build response capacity through the enhancement, repair, or maintenance of existing response equipment.

Task Expected Outcome:

1. Timely and complete implementation of the task.
2. Maximize the benefits of existing equipment through enhancements, maintenance, and repairs.
3. Sustain and increase local oil spill and hazardous materials incident response and firefighting capacity.
4. Properly store and maintain response equipment, tools, and supplies.

Recipient Task Coordinator: Scott Wilkins

Enhancement of Existing Response Equipment

Deliverables

Number	Description	Due Date
2.1	Complete equipment maintenance, repair, or enhancement	
2.2	Schedule equipment inspection with Ecology	

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 Agreement No: SPPREG-2017-DeMoMa-00015
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 Recipient Name: City of Des Moines

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Response Equipment Cache	0.00 %	\$ 0.00	\$ 590.00	\$ 590.00
Total		\$ 0.00	\$ 590.00	\$ 590.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of

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Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING

REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." <https://fortress.wa.gov/ecy/publications/SummaryPages/1401002.html>
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form. RECIPIENT shall:
 - Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:
 - Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.

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e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@des.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT should submit final requests for compensation within thirty (30) days after the expiration date of this Agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for each project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact the ECOLOGY Program issuing the grant or loan. If a QAPP is required the RECIPIENT shall:

- Use ECOLOGY's QAPP Template provided by the ECOLOGY Program.

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- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).
 - Submit the QAPP to ECOLOGY for review and approval before the start of the work.
- b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The data must be successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.
- c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at: <http://www.ecy.wa.gov/services/gis/data/standards/standards.htm>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

- a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.
- b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
- c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
- d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

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17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT shall submit the Closeout Report within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to authorize others to use the same for federal, state, or local government purposes.
- b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

State of Washington Department of Ecology
 Agreement No: SPPREG-2017-DeMoMa-00015
 Project Title: Des Moines Marina Spill Response Trailer
 Recipient Name: City of Des Moines

- c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.
- d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.
- e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
- f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:
1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.
 2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.
- g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

- a) Be kept in a manner which provides an audit trail for all expenditures.
- b) Be kept in a common file to facilitate audits and inspections.
- c) Clearly indicate total receipts and expenditures related to this Agreement.
- d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination.

All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

State of Washington Department of Ecology
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22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

- a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.
- b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, <http://www.ecy.wa.gov/programs/swfa/epp>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date

mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the

State of Washington Department of Ecology
Agreement No: SPPREG-2017-DeMoMa-00015
Project Title: Des Moines Marina Spill Response Trailer
Recipient Name: City of Des Moines

authorized representative of ECOLOGY.

GENERAL TERMS AND CONDITIONS LAST UPDATED 12/27/2016

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Washington State Future City Regional
Competition

AGENDA OF: March 9, 2017

DEPT. OF ORIGIN: Administration

ATTACHMENTS:
1. Proclamation

DATE SUBMITTED: March 1, 2017

CLEARANCES:

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda item is to recognize and congratulate Pacific Middle School students for demonstrating excellence in the Washington State Future City Regional Competition which was held Saturday, January 21, 2017.

Suggested Motion

MOTION: “I move to approve the Proclamation recognizing the achievements of the Pacific Middle School students in the Washington State Future City Regional Competition.

Background:

Pacific Middle School teams competed in the Washington State Future City Regional Competition on Saturday, January 21, 2017. The competition is a national competition which is part of National Engineering Week held in February of each year. Winners of the regional competition receive a trip to Washington, DC, where they compete for the national title. The team Ciudad placed 2nd in Washington State from 28 teams. The point difference between first and second place was .953. Team Ambiente placed 3rd, Team Iniki placed 6th, Team Khora placed 7th and Team Oracle placed 12th. This is the tenth year Pacific Middle School has competed in the competition, and the sixth time they have made it to the finals.

Future City is a national competition is where teams of middle school students form teams of three to build cities set in the future. The teams are chosen by the students. There are five distinct phases the students go through resulting in five separate deliverables.

Students begin the competition by using SimCity™5 software to create their futuristic city. Within the program, students have to make choices for their virtual city. They identify basic services and features, zoning and city infrastructures and the city location. Teams are required to complete a Virtual City

report on goals set for the city, progress made throughout the time period and reflection on the strengths and weaknesses of their city as well as what went well and what needed more work.

Each team is required to complete a Project Plan, where they identify their goals, create and document a team schedule of tasks accomplished as well as a weekly report identifying what was completed, obstacles and goals for the next week. At the end, they reflect on their progress.

Each team member is required to write two written components; one is a 1,500 word research essay on a given topic, this year being “The Power of Public Spaces. The teams then take the best components of each individual essay and combine them to create the team essays that are submitted to the competition.

Students then work on their model as teams. These models are constructed at home, using predominantly recycled materials. The physical model should be no larger than 25” x 50” x 20”, and must have at least one moving part. The model should be representative of their virtual design they created in SimCity™4. The model is 3-dimensional and should creatively represent their city in a futuristic manner at least 150 years into the future.

The final phase is the actual team presentation. Students create scripts where they incorporate the highlights of their city, its infrastructure, and the alternative energy sources. This is where the research the students did comes into play. Students have 7 minutes to present to a panel of 3 to 5 judges, outlining their city and its energy, transportation and community aspects. Judges then ask students questions for 12 minutes. These questions range from the types of engineering used in the city, to clarifications on how their waste disposal systems work, transportation to and from the city, innovations and futuristic components, to where in the city would you most like to live and why.



City of Des Moines

CITY COUNCIL
21630 11th AVENUE S, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D: (206) 824-6024 FAX: (206) 870-6540



Proclamation

WHEREAS, Future City is a national competition, held as part of National Engineering week in February of each year, in which teams of middle school students design and build models of cities set at least 150 years in the future, and

WHEREAS, the City of Des Moines recognizes that this competition introduces students to Science, Technology, Engineering and Math (STEM) concepts, as well as the Career and Technical Education aspect of working successfully in groups, time management and communication skills, that build essential future job skills for our community and our nation, and

WHEREAS, the City of Des Moines is pleased to observe that the students must plan for and model the basic services and features of a city, such as zoning, infrastructure, and city location, thus preparing them for the duties of future citizenship, and

WHEREAS, the City of Des Moines applauds the participating teams from Pacific Middle School, and their instructor, for the awards of 2nd, 3rd, 6th, 7th and 12th place at the Washington State Future City Regional Competition from 28 teams; now therefore

THE DES MOINES CITY COUNCIL HEREBY PROCLAIMS that the following Pacific Middle School students, along with their Instructor Sandy Gady, have demonstrated excellence in the Washington State Future City Regional Competition, and invites all citizens to join in congratulating them:

2 nd Place:	Team “Ciudad”	Peyton Gendreau, Colin Olmstead and Ryan Sokoloski, <i>Students</i>
3 rd Place:	Team “Ambiente”	Julia Blankenship, Katie Pacini and Sydney Willott, <i>Students</i>
6 th Place:	Team “Iniki”	Kellen Nelson, Carson Foster and Kyan Wills-Davidson, Tsiyon Solomon, <i>Students</i>
7 th Place:	Team “Khora”	Jada Godwin, Tina Fekade-Tessema and Sydney Thomson, <i>Students</i>
12 th Place:	Team “Oracle”	Sophie Bergstrom, Francesca Saga and Wednesday Satterlee, <i>Students</i>
Best Community Services Award		Team “Ambiente”
Most Complicated Moving Part		Team “Iniki”
Most Spirited Award		Team “Oracle”

SIGNED this 9th day of March, 2017.

Matt Pina, Mayor

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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: Lower Massey Creek Improvements
Project – Vegetation Monitoring Contract

FOR AGENDA OF: March 9, 2017

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: March 1, 2017

ATTACHMENTS:

1. Tetra Tech Task Assignment 2016-02

CLEARANCES:

- Community Development N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Public Works FLR

CHIEF OPERATIONS OFFICER: DSB

Legal JB

Finance DM

Courts N/A

Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for City Council to approve the attached Task Assignment with Tetra Tech providing permitting services for vegetation monitoring over a 5-year period as required by the Project's Water Quality Certification by the Department of Ecology. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion 1: "I move to approve the Task Order Assignment with Tetra Tech, Inc. for permitting services associated with the Lower Massey Creek Improvements Project in the amount of \$99,582.00, authorize a contingency in the amount of \$10,000, and authorize the City Manager to sign said Task Order Assignment, substantially in the form as submitted."

Background

Construction of the Lower Massey Creek Improvements Project was substantially completed last fall. Part of that project included the removal of invasive species and installing new landscaping to enhance the near creek habitat. As part of the permitting requirements for the project, vegetation monitoring reports are to be submitted to the Department of Ecology after the 1st, 3rd and 5th year following construction. The sub-consultant ESA Associates under this task developed the project's landscaping plan, prepared the permits and developed the initial year "0" vegetation monitoring report that was submitted to Ecology that documented the built condition of vegetation immediately after construction.

This task assignment includes having ESA as a sub-consultant to Tetra tech to prepare the 1st, 3rd and 5th year monitoring reports but to also provide twice annual reports as proposed by the City approved stream mitigation plan as required under DMMC 16.10.190(2)(e). During this period it is anticipated that there will be a need to coordinate with Buckley Nursery, the subcontractor used by the prime for landscaping, for providing maintenance and protection of the native vegetation planting areas, replacing any non-conforming plantings and for future weed control at the project site. Of concern, is the re-establishment of the aggressive invasive species Japanese knotweed, which has a zero percent performance standard for each year during the monitoring period. Meaning, all knotweed must be completely eradicated following each year's growing cycle. To meet the strict performance standard, it may require the careful application of an Ecology approved aquatic herbicide by a certified and trained professional, such as Buckley Nursery, after consultation with the environmental consultant ESA.

Discussion

The intent of this proposal is to use the project team (Tetra Tech, ESA and Buckley Nursery) that developed the mitigation plan, installed the landscaping and removal of invasive species, as well as documented the work, throughout the 5-year monitoring period. The task assignment does not include any costs performed by Buckley Nursery, which will need to be made through a separate contract directly through the City. As mentioned, the site (and adjacent areas to the site) contains a particularly difficult to manage invasive plant (Japanese knotweed) that has a zero percent performance standard under the project's Ecology permit following each growing season. As such, to comply with the permit it will be important to carefully document the extent of re-established knotweed each year so that it can be demonstrated to Ecology that the City has either met this standard or has demonstrated at the end of the 5-year period that a zero percent performance standard is not achievable.

A detailed scope of work (with deliverables) is provided by the sub-consultant ESA in the back of the attached task assignment.

Alternatives

Council could direct staff to seek a second vegetation monitoring proposal from a different qualified firm, however, it is not recommended as some project history could be interpreted or communicated inaccurately given the lengthy permitting process in the development of the mitigation plan.

Financial Impact

An annual impact of \$20,000 for five years is anticipated from this task assignment. The first year is presently budgeted for 2017 under the SWM maintenance professional services budget line item. In addition, the completed landscaping is covered under warranty for the first year under the construction contract. However, any costs associated with invasive species plant removal by Buckley Nursery, will not be known until late summer or fall following the first site visit by Tetra Tech and ESA. Once the costs are determined, both the monitoring under this task assignment and the invasive removal work will be included in the 2018 SWM maintenance budget.

Recommendation

Staff recommends that Council approve the proposed motion.

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Formal Task Assignment Document

Task Number TetraTech 2016-02

The general provisions and clauses of Agreement On-Call Svcs. shall be in full force and effect for this Task Assignment

Location of Project: City of Des Moines near Kent-Des Moines Road and Marine View Drive

Project Title: Vegetation Monitoring and Permit Support Documents

Maximum Amount Payable Per Task Assignment: \$99,582

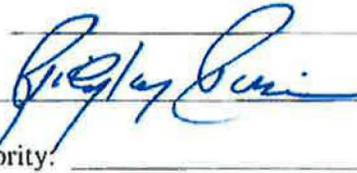
Completion Date: November 30, 2021

Description of Work:
(Note attachments and give brief description)

Vegetation monitoring and permit support documents that summarize the status of the vegetation that was planted resulting from the construction of the Lower Massey Creek Improvements, see attached scope of work.

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature:  Date: 2/8/17

Agency Approving Authority: _____ Date: _____

CITY OF DES MOINES
TASK NUMBER 02, 2016-2017 ON-CALL CIVIL ENGINEERING SERVICES
LOWER MASSEY CREEK IMPROVEMENTS
VEGETATION MONITORING AND PERMIT SUPPORT
DOCUMENTS
SCOPE OF WORK

Construction of the Lower Massey Creek project was substantially completed in late 2016. Part of that project included removal of invasive species and landscaping to enhance the near creek habitat. As part of the permitting requirements, vegetation monitoring reports submitted to the Washington Department of Ecology are required after the 1st, 3rd and 5th year following construction. As part of the overall project design, ESA Associates developed the landscaping plan, prepared the permits, and developed the “0” year vegetation monitoring report that documented the built condition of vegetation immediately after construction.

This task assignment includes having ESA as a subconsultant to Tetra Tech to prepare the 1st, 3rd and 5th year vegetation monitoring reports. In addition, twice annual reports as required by City permit requirements will be prepared. It is anticipated that there will be a need to coordinate with Buckley Nursery (the subcontractor used by the prime for landscaping) for future weed control at the project site. Some coordination time is allocated for this effort. However, any work performed by Buckley Nursery will be through a contract directly with the City, as this contract provides no budget for any services to be performed by the nursery.

DURATION

The project budgeting and fee estimate are based upon a five year duration starting with the Notice to Proceed from the City. As this is a multi-year project, an assumed wage escalation of 3-percent per year is assumed. The hourly rate shown in the fee estimate represents a mid-point value. Actual wage rates at the time of service is the basis of what is billed to the City. Should the consumer price indices and corresponding wage rates increase significantly beyond this estimate, then that may become a basis for a contract amendment to cover such a cost increase.

SERVICES

The CONSULTANT will perform services and furnish materials necessary to accomplish the following work items.

- I **Project Administration:** The purpose of this task is to administer the contract between Tetra Tech and the City of Des Moines. This includes the preparation of monthly progress reports (during the months when there was activity on the project), coordination with the subconsultant, ESA, and Buckley Nursery. Subtasks include the following:
 - 1.1 Prepare monthly progress reports and invoices (10 anticipated)
 - 1.2 Prepare ESA subconsultant agreement.
 - 1.3 Provide ongoing project management activities.

- 2 **ESA Coordination:** ESA subconsultant coordination, review of vegetation monitoring reports and general oversight occurs under this task. ESA is responsible for the preparation of the reports and whose scope defining these efforts is included as Attachment A.
- 2.1 **Coordination/Document Review:** Under this task, review of the draft documents prepared by ESA will occur. Confirmation of the submittal to Ecology of the final version of these documents also occurs in this task. Draft and final documents will occur in 2017 (1-year report), 2019 (3-year report) and 2021 (5-year report). In addition, two reports per year are required as part of the City permit requirements and will also be prepared by ESA.
- 2.2 **ESA Costs:** The ESA subconsultant costs are assigned to this task for budget tracking purposes.
- 3 **Buckley Nursery Coordination:** Tetra Tech's coordination with Buckley Nursery occurs under this task. It is anticipated that twice per year for two years Tetra Tech will conduct a site visit (around July and October, or as requested by the City) to observe for any regrowth of invasive species within the project site. If regrowth is observed, the City will be notified and a sketch provided to indicate where the invasive species were observed. Upon concurrence with the City, Buckley Nursery will be contacted by Tetra Tech to request a cost estimate for application of appropriate herbicide to the infested areas. Tetra Tech will forward this estimate to the City who will then contract with Buckley Nursery directly to perform this work.
- 3.1 **Site Visits and Documentation:** Under this task, two site visits per year for two years are budgeted to observe for and document any visible occurrence of invasive species within the project area. A total of 4 site visits are budgeted. Each site visit will document on a copy of the original landscaping drawing the location of visible invasive species.
- 3.2 **Coordination:** If invasive species are observed in Task 3.1 and if approved by the City, Buckley Nursery will be contacted and provided with the schematic depicting the observed locations of the invasive species. The nursery will be asked to provide a cost estimate to the City for herbicide application of the affected areas.

DELIVERABLES:

- One (1) electronic copy of monthly progress reports/invoices.
- Draft and final copies of the vegetation reports prepared by ESA.
- Up to 10 schematics of observed locations of invasive weeds within the project site.
- Communication records with Buckley Nursery regarding requests for cost estimate for herbicide application at the project site.

ATTACHMENT A
LOWER MASSEY CREEK IMPROVEMENTS
VEGETATION MONITORING AND PERMIT SUPPORT
DOCUMENTS

ESA SCOPE AND FEE ESTIMATE

The scope and fee estimate for ESA to perform the services described in this scope of work is attached.

City of Des Moines

Lower Massey Creek Mitigation Monitoring

Scope of Work Detail

The City of Des Moines (City) has requested a Scope of Work and associated fees from Environmental Science Associates (ESA) to conduct monitoring of stream and stream buffer mitigation conducted for Lower Massey Creek flood mitigation project. This scope is divided into five tasks, which include five separate monitoring years (Years 1 to 5). All monitoring reports will be submitted to City of Des Moines to satisfy local mitigation requirements; reports for Years 1, 3, and 5 will also be submitted to Ecology in accordance with permit requirements. Work will be billed on a time and materials basis. Costs were calculated using a 3 percent annual escalation for years 3 to 5. A detailed Scope of Work is provided below, which outlines ESA's responsibilities. The cost estimate (Exhibit A) is also attached to this Scope of Work.

Stream and stream buffer mitigation planting for the flood mitigation project was conducted in October 2016. ESA provided an as-built report (ESA, 2016) for the mitigation area as a subcontractor to the project design team. The as-built report serves as a baseline to compare progress toward achieving performance standards specified in the Mitigation Plan (ESA, 2014).

TASK 1 – Year 1 Monitoring (2017)

Task 1.1 – On-site Monitoring (Summer and Fall)

Two ESA wetland biologists will conduct monitoring at the mitigation site. Site work will:

- attach metal tags to all evergreen trees,
- conduct a complete stem count of shrubs and trees,
- visually inspect hydroseeded areas and document bare areas greater than 50 square feet,
- document invasive species percent cover,
- qualitatively assess the site for general health and condition of installed and volunteer plants and approximate location and percent cover of weedy plants such as Himalayan blackberry, English ivy, or knotweed, and the presence of trash and debris,
- assess the 15 in-water features to determine if they are secure, not causing secondary bank erosion, and functioning as designed per the approved plans,
- assess the stability of stream channel cobble and gravel material within the project area,

- note wildlife use, and
- photograph the mitigation sites from established points to document plant growth during the remainder of the monitoring period.

City code and the Mitigation Plan require two monitoring efforts each year. The Mitigation Plan indicates site monitoring should occur around July and October. Installed plant and invasive species information will be collected during July to inform City of potential issues. Installed plant information and general site conditions will be collected in October, approximately one year after plant installation. Photographs will be taken at each of the photo point locations indicated in the as-built report.

Task 1.2 – Monitoring Reports

ESA will produce two reports documenting the findings of the mitigation monitoring conducted under Task 1.1. The first report will discuss results of a stem count and invasive species presence and maintenance and contingency actions, if necessary. The second report will detail mitigation site conditions and will compare the results to the performance standards specified in the Mitigation Plan. Recommendations for maintenance or adaptive management needs will be made if appropriate. Photographs taken of vegetation development will be included in the report. The second report is intended to satisfy mitigation reporting requirements for local, state, and federal agencies.

Monitoring methods and findings will be summarized in the appropriate reports and will:

- Provide tables with tree and shrub survival or cover, as appropriate, by species.
- Compare monitoring results with the as-built report.
- Document invasive species and percent cover.
- Provide a general plant health assessment.
- Discuss any wildlife use of the area, specifically avian species.
- List recommendations for vegetation maintenance and/or invasive plant removal.
- Present photo documentation of the mitigation site.

Deliverables: ESA will deliver an electronic copy (pdf file) of each Draft report for City review within four weeks of completing each site monitoring. ESA will revise the report based on one round of comments from the City and deliver one electronic copy of the Final report to the City within two weeks of receiving comments on each Draft version.

Assumptions:

- ESA will rely on the 2016 as-built plan for mitigation boundaries, photo points, and other project features.
- The City will provide right-of-access.
- The summer and fall site monitoring can be completed by two field staff in one day, respectively.
- Year 1 monitoring includes a complete stem count during each site monitoring effort.
- Time has been included to coordinate with design team regarding invasive species removal.
- On behalf of the City, ESA will submit the Final report to appropriate regulatory agencies: City of Des Moines and Ecology.

TASK 2 – Year 2 Monitoring (2018)

Task 2.1 – On-site Monitoring (Summer and Fall)

ESA will conduct two site monitoring efforts as discussed in Task 1.1, but will not re-tag evergreen trees. In addition, monitoring efforts will only entail one stem count during the fall.

Task 2.2 – Monitoring Reports

ESA will produce two reports documenting the findings of the mitigation monitoring conducted under Task 2.1. The first report will only discuss invasive species presence and maintenance actions, if necessary. The second report will detail mitigation site conditions discussed under Task 1.2 and will compare the results to the performance standards specified in the Mitigation Plan. Recommendations for maintenance or adaptive management needs will be made if appropriate. Photographs taken of vegetation development will be included in the report. The second report is intended to satisfy mitigation reporting requirements for the City only.

Deliverables: ESA will deliver an electronic copy (pdf file) of each Draft report for City review within four weeks of completing each site monitoring. ESA will revise the report based on one round of comments from the City and deliver one electronic copy of the Final report to the City within two weeks of receiving comments on each Draft version.

Assumptions:

- ESA will rely on the 2016 as-built plan for mitigation boundaries, photo points, and other project features.
- The City will provide right-of-access.
- The fall site monitoring can be completed by two staff in two days.
- Time has been included to coordinate with design team regarding invasive species removal.
- ESA will submit the Final report to the City of Des Moines.

TASK 3 – Year 3 Monitoring (2019)

Task 3.1 – On-site Monitoring (Summer and Fall)

ESA will conduct two site monitoring efforts as discussed in Task 1.1, but will not re-tag evergreen trees. In addition, monitoring efforts will only entail one stem count during the fall.

Task 3.2 – Monitoring Reports

ESA will produce two reports, as discussed in Task 1.2, documenting mitigation monitoring efforts conducted under Task 3.1. The second report is intended to satisfy mitigation reporting requirements for local, state, and federal agencies.

Deliverables: ESA will deliver an electronic copy (pdf file) of the Draft report for City review within four weeks of completing site work. ESA will revise the report based on one round of comments from the City and deliver one electronic copy of the Final report to the City within two weeks of receiving comments on the Draft version.

Assumptions:

- ESA will rely on the 2016 as-built plan for mitigation boundaries, photo points, and other project features.
- Site monitoring can be completed by two staff in two day.
- The City will provide right-of-access.

- Time has been included to coordinate with design team regarding invasive species removal.
- The City will conduct invasive species maintenance prior to the summer monitoring effort.
- On behalf of the City, ESA will submit the Final report to appropriate regulatory agencies: City of Des Moines and Ecology.

TASK 4 – Year 4 Monitoring (2020)

Task 4.1 – On-site Monitoring (Summer and Fall).

ESA will conduct two site monitoring efforts similar to those discussed in Task 1.1, but will not re-tag evergreen trees. In addition, monitoring efforts will entail establishment of monitoring transects to determine percent cover of installed or volunteer plant species. Ecology’s permit allows for the use of transects to collect cover data after Year 3 because locating individual plants may become too difficult. The number of transects and location will provide a representative assessment of the different planting zones at the mitigation site. Transect data will be collected during the fall. Per Ecology’s permit condition B2(c), mean percent cover of planted species shall be no less than 40 percent at Year 5.

Task 4.2 – Monitoring Reports

ESA will produce two reports, as discussed in Task 1.2, documenting mitigation monitoring efforts conducted under Task 4.1. The second report is intended to satisfy mitigation reporting requirements for the City only.

Deliverables: ESA will deliver an electronic copy (pdf file) of each Draft report for City review within four weeks of completing each site monitoring. ESA will revise the report based on one round of comments from the City and deliver one electronic copy of the Final report to the City within two weeks of receiving comments on each Draft version.

Assumptions:

- ESA will rely on the 2016 as-built plan for mitigation boundaries, photo points, and other project features.
- The City will provide right-of-access.
- The fall site monitoring can be completed by two staff in two days.
- Time has been included to coordinate with design team regarding invasive species removal.
- ESA will submit the Final report to the City of Des Moines.

TASK 5 – Year 5 Monitoring (2021)

Task 5.1 – On-site Monitoring (Summer and Fall)

ESA will conduct two site monitoring efforts as discussed in Task 4.1, but will not re-tag evergreen trees. Monitoring efforts will only entail one stem count during the fall.

Task 5.2 – Monitoring Reports

ESA will produce two reports, as discussed in Task 2.2, documenting mitigation monitoring efforts conducted under Task 1.1. The second report is intended to satisfy mitigation reporting requirements for local, state, and federal agencies.

Deliverables: ESA will deliver an electronic copy (pdf file) of the Draft report for City review within four weeks of completing site work. ESA will revise the report based on one round of comments from the City and deliver one electronic copy of the Final report to the City within two weeks of receiving comments on the Draft version.

Assumptions:

- ESA will rely on the 2016 as-built plan for mitigation boundaries, photo points, and other project features.
- Site monitoring can be completed by two staff in two day.
- The City will provide right-of-access.
- Time has been included to coordinate with design team regarding invasive species removal.
- The City will conduct invasive species maintenance prior to the summer monitoring effort.
- On behalf of the City, ESA will submit the Final report to appropriate regulatory agencies: City of Des Moines and Ecology.

Schedule:

- ESA will deliver summer-time monitoring reports that document invasive species to the City by August 15th of that monitoring year. Monitoring reports that document installed plant information, as well as invasive species presences and general site conditions, based on fall monitoring efforts, will be submitted to the City before December 1st per the mitigation plan. During Years 1, 3, and 5, ESA will submit the fall monitoring reports to Ecology by December 31st.

EXHIBIT A: PRICING PROPOSAL
ESA Labor Detail and Expense Summary: February 2, 2017
City of Des Moines Lower Massey Creek Mitigation Monitoring

		<i>Title</i>								
Task #	Task Name/Description	Principal	Senior Biologist	Biologist/OS&D graphics	Subtotal	Project Accountant	Subtotal	Hours	Labor Price	
		\$180	\$145	\$115		\$100				
Year 1										
1.1	Year 1 Monitoring Summer and Fall		16	18	\$ 4,390		\$ -	34	\$ 4,390	
1.2	Year 1 Monitoring Reports	2	16	60	\$ 9,870	3	\$ 300	83	\$ 10,170	
Total Hours		2	34	78		3		117		
Labor Costs		\$360	\$4,930	\$8,970	\$ 14,260	\$300	\$ 300		\$ 14,560	
Year 2										
2.1	Year 2 Monitoring Summer and Fall		14	16	\$ 3,870		\$ -	30	\$ 3,870	
2.2	Year 2 Monitoring Reports	2	16	40	\$ 7,280	3	\$ 300	61	\$ 7,580	
Total Hours		2	30	56		3		91		
Labor Costs		\$360	\$4,350	\$6,440	\$ 11,150	\$300	\$ 300		\$ 11,450	
Year 3										
3.1	Year 3 Monitoring Summer and Fall		14	16	\$ 3,870		\$ -	30	\$ 3,870	
3.2	Year 3 Monitoring Reports	2	16	40	\$ 7,280	3	\$ 300	61	\$ 7,580	
Total Hours		2	30	56		3		91		
Labor Costs		\$360	\$4,350	\$6,440	\$ 11,150	\$300	\$ 300		\$ 11,450	
3% Escalation									\$ 344	
Subtotal Labor Costs									\$ 11,794	
Year 4										
4.1	Year 4 Monitoring Summer and Fall		18	18	\$ 4,690		\$ -	36	\$ 4,690	
4.2	Year 4 Monitoring Reports	2	16	40	\$ 7,280	3	\$ 300	61	\$ 7,580	
Total Hours		2	34	58		3		97		
Labor Costs		\$360	\$4,930	\$6,670	\$ 11,960	\$300	\$ 300		\$ 12,260	
3% Escalation									\$ 388	
Subtotal Labor Costs									\$ 12,628	
Year 5										
5.1	Year 5 Monitoring Summer and Fall		18	16	\$ 4,160		\$ -	32	\$ 4,160	
5.2	Year 5 Monitoring Reports	2	16	40	\$ 7,280	3	\$ 300	61	\$ 7,580	
Total Hours		2	32	56		3		93		
Labor Costs		\$360	\$4,640	\$6,440	\$ 11,440	\$300	\$ 300		\$ 11,740	
3% Escalation									\$ 352	
Subtotal Labor Costs									\$ 12,092	
Total Hours		10	160	304		15		489		
Total Labor Costs		\$1,600	\$23,200	\$34,960	\$ 59,960	\$1,500	\$ 1,500		\$ 62,524	

ESA Labor Costs **\$ 62,524**

ESA Non-Labor Expenses
 Mileage 840 \$ 227
 Trimble x10 \$ 750
 Subtotal ESA Non-Labor Expenses **\$ 977**

TOTAL PROJECT PRICE **63,501**

H:\G WATER RESOURCES\2013 Projects\1130400_Des Moines Lower Massey Creek\01_Project_Management\Contract\Scope_Budgets\Mitigation Monitoring Lower Massey_Monitoring_Budget_Catbid\ESA Labor & Expense

ATTACHMENT B
LOWER MASSEY CREEK IMPROVEMENTS
VEGETATION MONITORING AND PERMIT SUPPORT
DOCUMENTS

PROFESSIONAL FEE ESTIMATE

The professional fee estimate to perform the services described in this scope of work (including subconsultant costs) is attached



Tetra Tech, Inc.
 1419 Fifth Avenue, Suite 600
 Seattle WA 98101
 (206) 983-9300
 (206) 983-9301 (FAX)

CLIENT: City of Des Moines
 PROJECT: Lower Massey Creek Improvements
Task Assignment 2: Vegetation monitoring and permit support documents
 P.D. No.: 100-SECT-P16092 Proj. No.: _____

EXHIBIT B-2: Estimate of Professional Services

Date: 2/8/2017

Phase Description	TETRA TECH						Total	Total Labor	Travel / Meals	Printing / Reports	EXPENSES at 100			SUBCONSULTANTS at 100			PHASE TOTALS
	Principal Engineer	Senior Engineer	Senior Engineer	Project Engineer 2	Br CADD Techs	Clerical/ Admin					Computer / CAD	Misc.	Total Expenses	AMEC / FW - Geotechnical	ESA Addition / Botanist	Total Subs.	
1.0 Project Administration																	
1.1 Prepare monthly progress reports (when active)		10					10	\$2,041									\$2,041
1.2 Prepare subconsultant agreement	1	4				2	7	\$1,199									\$1,199
1.3 Ongoing project management (10 hours/week)		50					50	\$10,215									\$10,215
2.0 ESA Coordination																	
2.1 Coordination Document Review (1 set to agencies, 5 sets to City of draft and final)		32	11				43	\$8,881									\$8,881
2.2 ESA Subconsultant Costs														\$61,501	\$61,501		\$61,501
3.0 Barkley Nursery Coordination																	
3.1 Site Visits and Documentation (2/yr for 2 yrs)		20	5				25	\$4,987	\$500			\$500					\$5,487
3.2 Nursery Coordination		36	5				41	\$8,256									\$8,256
TOTAL HOURS	1	96	11	2	2	2	112	35,981	\$500			\$500		\$61,501	\$67,501		\$99,582

DIRECT JOB WAGES (DJW)	\$79.00	\$68.00	\$60.00	\$54.00	\$10.50	\$24.00		\$48
SUBTOTALS	\$79	\$6,528	\$780			\$7,435		\$12,672
TOTAL ESTIMATED WAGES						\$2,231		
WAGE OVERHEAD @ 170-11%								
PROFESSIONAL FEE @ 30%								

TOTAL COMPENSATION: \$99,582

- Notes:
1. Direct Job Wages and number of hours are for estimating purposes only. Invoices will be based on actual wages and hours of staff assigned to the project.
 2. Direct job wages are subject to change to reflect periodic adjustments in Tetra Tech salary levels.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Amendment #1 to the ILA with Normandy Park for Des Moines to provide Prosecution Services

ATTACHMENTS:

1. Amendment #1
2. Interlocal Agreement (10/26/2012)

FOR AGENDA OF: March 9, 2017

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: March 1, 2017

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- Legal VB
- Finance _____
- Courts _____
- Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of amendment #1 to the Interlocal Agreement between the Cities of Normandy Park and Des Moines for Des Moines to provide prosecution services to Normandy Park. This amendment adds Domestic Violence Advocate services to the agreement and increases the monthly cost to reflect the added service as well as the increased costs of providing these services year over year.

Suggested Motion

MOTION: "I move to approve amendment #1 to the Interlocal Agreement with the City of Normandy Park for Des Moines to provide prosecution services, adding Domestic Violence Advocate services to the agreement and increasing the rate to reflect the increased costs of providing services, and authorize the City Manager to sign the Agreement substantially in the form as submitted."

Background

Normandy Park currently contracts with Des Moines to provide court and prosecution services for misdemeanor and gross misdemeanor crimes that occur within the city limits of Normandy Park. The agreement for prosecution services, executed in October of 2012, required Normandy Park to pay a flat rate of \$25,000 per year. At that time, the amount was sufficient to cover the total cost of compensation required by Des Moines to provide the services.

Discussion

The existing ILA with Normandy Park does not include Domestic Violence Advocate services or any sort of rate adjustment based on the increased costs of providing services year over year for Des Moines. This Amendment addresses both of those issues.

The Amendment adds a total of \$10,000 to the annual rate bringing the yearly amount to \$35,000. Half of the increase is directly related to the City hiring a Domestic Violence Advocate and offering those services to Normandy Park. The annual compensation for the DV Advocate position is \$25,000.

The additional \$5,000 per year reflects the increased costs to provide services year over year based on inflation, cost of living adjustments, etc. The total ILA amount will continue to increase annually while in effect based on the CPI in June of each year. This allows the City to collect the actual cost of services provided as costs rise.

Alternatives

1. Approve the ILA
2. Approve the ILA with amendments
3. Do not approve the ILA

Financial Impact

The City will receive an additional \$10,000 per year to provide prosecution services and now advocate services to Normandy Park. The total ILA amount (\$35,000) will increase pursuant to the CPI each year the agreement is in place.

Recommendation

The Legal Department recommends approving the agreement.

**AMENDMENT NO. 1
TO
INTERLOCAL AGREEMENT BETWEEN
THE CITIES OF DES MOINES AND NORMANDY PARK
FOR CRIMINAL PROSECUTION SERVICES**

THIS AMENDMENT is entered into on this ___ day of _____, 2017, pursuant to that certain Interlocal Agreement (ILA) entered into on the 16th day of October, 2012, between the **CITY OF DES MOINES, WASHINGTON** (hereinafter "Des Moines"), and the **CITY OF NORMANDY PARK**, (hereinafter "Normandy Park").

The parties herein agree that the ILA dated October 26, 2012, shall remain in full force and effect, except for the amendments set forth as follows:

1) **Section 2** of the ILA dated October 16, 2012, is hereby amended as follows:

2. Administration. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

The City of Des Moines's representative shall be ~~Anthony Piaseeki~~
Michael Matthias, City Manager, or his designee.

The City of Normandy Park's representative shall be ~~Doug Schulze~~,
Mark Hoppen, City Manager, or his designee.

2) **Section 3** of the ILA dated October 16, 2012, is hereby amended to add the following subsection (h):

(h) The City Attorney's Office will provide domestic violence advocate services to victims of domestic violence crimes. The Advocate will be available at set times 16 hours per week to assist victims of domestic violence. If Des Moines is unable to provide advocate services, due to budgetary reasons or a vacancy in the position, Des Moines will notify Normandy Park within 15 days and the flat rate amount defined

under Section 4(a) will be reduced by \$420 per month for each month the services are not provided.

3) **Section 4(a)** of the ILA dated October 16, 2012 is hereby amended to read as follows:

Duties of Normandy Park. Normandy Park shall perform the following duties:

- (a) Pay the City of Des Moines the flat rate of ~~\$2,084~~ 2,917 per month, effective March 1, 2017 through –December 31, 2017. This cost will include all attorney time, ~~and paralegal time, and domestic advocate time,~~ including but not limited to court time, trials, appeals, mileage, postage, copying, parking, court reporter, expert witnesses, filing and courier fees, Westlaw subscription, and the like. All payments and billings will be handled through the City of Des Moines and will be due within 30 days of receiving an invoice.

On the first day of January of each succeeding year, the rate shall be established by application of the Consumer Price Index, All Urban Consumers, Seattle-Tacoma-Bremerton, Washington Area, for the preceding twelve (12) month period ending in June, published by the U.S. Department of Labor, Bureau of Labor Statistics (hereinafter, "CPI"). In no event shall the amount added to the baseline rate be less than zero (0). Rates effective on the first day of January of each succeeding year shall be established by applying the CPI in a like manner to the rates of the previous year.

Except as modified hereby, all terms and conditions of ILA dated October 16, 2012, remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have executed this Addendum as of the date first above written.

<p>NORMANDY PARK:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Mark Hoppen</u></p> <p>Its <u>City Manager</u> <i>(Title)</i></p> <p>DATE: _____</p> <p>Approved as to form:</p> <p>_____ City Attorney</p> <p>DATE: _____</p>	<p>CITY OF DES MOINES:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Michael Matthias</u></p> <p>Its <u>City Manager</u> <i>(Title)</i></p> <p>DATE: _____</p> <p>Approved as to form:</p> <p>_____ City Attorney</p> <p>DATE: _____</p>
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<p>NOTICES TO BE SENT TO:</p> <p>CITY OF NORMANDY PARK:</p> <p>Mark Hoppen City of Normandy Park 801 SW 174th Street Normandy Park, WA 98166</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF DES MOINES:</p> <p>Michael Matthias, City Manager City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198</p>
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**INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORMANDY PARK AND
THE CITY OF DES MOINES FOR CRIMINAL PROSECUTION SERVICES**

WHEREAS, the City of Normandy Park (hereafter "Normandy Park") is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, the City of Des Moines (hereafter "Des Moines") is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, each of the parties to this Agreement are required to prosecute misdemeanor and gross misdemeanor crimes committed by adults in their jurisdictions (RCW 39.34.180); and

WHEREAS, Chapter 39.34 RCW ("The Interlocal Cooperation Act") permits municipal corporations to contract with one another to perform any act that each is independently authorized to perform; and

WHEREAS, RCW 39.34.180 authorize municipal corporations to enter into interlocal agreements for prosecution services; and

WHEREAS, Des Moines is willing and able to provide these prosecution services to Normandy Park.

NOW, THEREFORE, in consideration for the mutual covenants and promises set forth in this Agreement, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, Normandy Park and Des Moines do hereby agree to the following:

1. Purpose. The purpose of this Agreement is for the City of Des Moines to provide criminal prosecution services to the City of Normandy Park
2. Administration. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

The City of Des Moines's representative shall be Anthony Piasecki, City Manager, or his designee.

The City of Normandy Park's representative shall be Doug Schulze, City Manager, or his designee.

3. Duties of Des Moines. Des Moines shall perform the following duties:

Interlocal Agreement Between Normandy Park and
Des Moines for Criminal Prosecution Services
Page 2

- (a) Review and Filing. The City Attorney's Office will review all police reports to verify there is a basis for prosecution. The City Attorney's Office will timely file a complaint with the court in all cases where prosecution is deemed appropriate.
 - (b) Discovery. The City Attorney's Office will provide discovery to defense counsel on criminal citations as well as infractions.
 - (c) Appearances. The City Attorney's Office will have a prosecutor present at every criminal hearing involving a Normandy Park case. This includes in-custody hearings Monday thru Friday as well as the regularly scheduled calendar.
 - (d) Training and Case Law Updates. The City Attorney's Office will provide necessary training and updates to police officers to ensure that they remain informed of the latest changes in Washington law.
 - (e) Communication. The City Attorney's Office will provide Normandy Park with records on dispositions of cases and will meet regularly as requested with the Normandy Park Chief of Police to provide updates and ensure communication to promote effective and efficient law enforcement and prosecution. Additionally, the City Attorney's Office will provide detailed summaries citing reasons for declining to prosecute a certain case when applicable.
 - (f) The City Attorney's Office will strictly abide by the Rules of Professional Conduct.
 - (g) The City Attorney's Office will act as legal advisor to the Normandy Park Police Department on matters relating to criminal laws and procedures.
4. Duties of Normandy Park. Normandy Park shall perform the following duties:
- (a) Pay the City of Des Moines the flat rate of \$2,084 per month. This cost will include all attorney time and paralegal time including but not limited to court time, trials, appeals, mileage, postage, copying, parking, court reporter, expert witnesses, filing and courier fees, Westlaw subscription, and the like. All payments and billings will be handled through the City of Des Moines and will be due within 30 days of receiving an invoice.
5. Indemnification.

Interlocal Agreement Between Normandy Park and
Des Moines for Criminal Prosecution Services

Page 3

Each party shall be responsible and liable for the consequences of any act or failure to act on the part of itself, its employees and its agents. Each party shall be responsible for its own negligence; neither party shall indemnify nor hold the other party harmless.

6. Actions Contesting Agreement. Each party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement and/or (ii) the legal authority of Normandy Park and/or Des Moines to undertake the activities contemplated by this Agreement. If both parties to this Agreement are not named as parties to the action, the party named shall give the other party prompt notice of the action and provide the other an opportunity to intervene. Each party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both parties jointly shall be shared equally.

7. Independent Contractor. Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of Normandy Park a Des Moines' employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Des Moines' employees by virtue of their employment. Nothing in this Agreement shall make any employee of Des Moines a Normandy Park employee for any purpose, including but not limited to for withholding taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded Normandy Park employees by virtue of their employment. At all times pertinent hereto, employees of Des Moines are acting as Des Moines employees and employees of Normandy Park are acting as Normandy Park employees.

8. Notice. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Des Moines:	Anthony Piasecki, City Manager City of Des Moines 21630 11th Avenue South Des Moines, WA 98198
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To Normandy Park:	Doug Schulze, City Manager City of Normandy Park 801 SW 174th Street Normandy Park, WA 98166
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Interlocal Agreement Between Normandy Park and
Des Moines for Criminal Prosecution Services
Page 4

9. Partial Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, void or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to re-negotiation as provided in this Agreement.

10. Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

11. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

12. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

13. Captions. The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

14. Duration and Termination. The terms of this Agreement shall begin on the effective date below and remain in effect until December 31, 2013. This Agreement shall automatically renew for successive one (1) year terms unless terminated by either party in accordance with this Agreement. The Agreement shall take effect on November 1, 2012 or as soon thereafter as all of the following events have occurred:

Interlocal Agreement Between Normandy Park and
Des Moines for Criminal Prosecution Services
Page 5

- (a) Approval of the Agreement by the official action of the governing bodies of each of the parties hereto.
- (b) Execution of the Agreement by the duly authorized representative of each of the parties hereto.
- (c) Filing a copy of this Agreement with King County Department of Records and Elections.
- (d) Either party may elect to terminate this Agreement by written notice of termination to the other party delivered by regular mail to the contact person identified herein. Said termination shall become effective ninety (90) days from the date of receipt of said written notice.

DATED this 16th day of October, 2012.

CITY OF DES MOINES

CITY OF NORMANDY PARK

By 
 Anthony Piasecki, City Manager
 By direction of the City Council

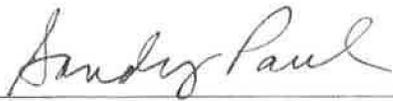

 Doug Schulze, City Manager
 By direction of the City Council

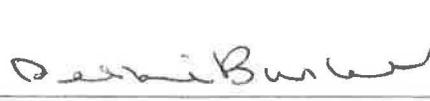
Taken Oct. 11, 2012

Taken Oct. 9, 2012

Attest:

Attest:


 Sandy Paul, City Clerk


 Debbie Burke, City Clerk

Approved as to Form:

Approved as to Form:


 Timothy George, Asst. City Attorney


 James Haney, City Attorney

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: City Financial Support for Ultra-Fine Particle Research

FOR AGENDA OF: March 9, 2017

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: March 1, 2017

ATTACHMENTS:

- 1. Mayor's Letter of Support (January 19, 2017)

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- Legal *JG*
- Finance *DM*
- Courts _____
- Police _____

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

Purpose and Recommendation

The purpose of this agenda item is to seek City Council support for a City financial contribution of up to \$25,000 to assist in a study to assess and identify options to reduce or mitigate emission of ultrafine particles coming from aircraft operations.

Suggested Motion

Motion 1: "I move to authorize the City Manager to contribute up to \$25,000 in support of a study to assess and identify options to reduce or mitigate emissions of ultrafine particles resulting from aircraft operations, and further to direct staff to bring forward a budget amendment reflecting this contribution as necessary."

Background

House Bill 1171, sponsored by Rep. Tina Orwall, if passed, would direct the completion of a study of certain environmental impacts, including ultrafine particulate emissions, associated with aircraft traffic in areas impacted by airport operations. Specifically, it will direct the Department of Commerce to contract with the University of Washington School of Public Health to complete a two-phase study of environmental impacts, including ultrafine particulate matter air pollution, associated with airport traffic at the state's busiest airport (SeaTac). A similar bill was introduced in the Senate by Sen. Karen Keiser.

Discussion

SeaTac Airport has been working with Alaska Airlines to increase utilization of biofuels which appear to lessen emissions. The ultra-fine particles are at the smallest end of the emissions range and many feel have not been adequately studied. The City has sent our representatives letters of support and has testified on behalf of the proposed legislation in both the House and Senate committees considering the bill.

As an additional sign of support for not only this bill but for the study and ensuring that the health impacts, if any, are known, the City Manager is requesting approval of this contribution of up to \$25,000. This contribution would be contingent on the bill passing and a study being conducted.

The cities of SeaTac and Burien have pledged financial support as well as the Port of Seattle.

Alternatives

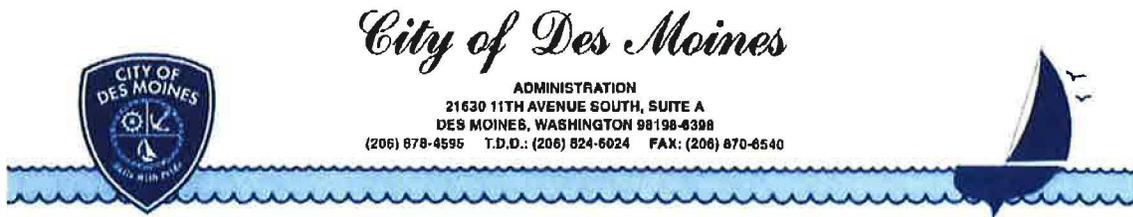
1. Authorize the contribution up to \$25,000.
2. Authorize a reduced contribution.
3. Do not authorize a contribution.

Financial Impact

This no current existing budget for the \$25,000 payment and so if this cost cannot be offset by other General Fund expenditure savings, a budget adjustment will be required.

Recommendation

The City Manager recommends approving the motion as written.



January 19, 2017

Representative Tina Orwall
 326 John L. O'Brien Building
 PO Box 40600
 Olympia WA 98504

Dear Representative Orwall,

The City of Des Moines would like to commend you and representatives Fitzgibbon, Gregerson, Tarleton, Pollet and Santos for introducing and sponsoring House Bill – 1171. This bill, which provides resources for a study to include the assessment and identification of options to reduce or mitigate emission of ultrafine particles coming from aircraft operations, is crucial to communities proximate to SeaTac International Airport.

Your leadership in this regard is appreciated by the City. We believe that a scientific assessment is critical to understanding the problem and can lead to appropriate actions to potentially mitigate impacts.

The City of Des Moines will assist in any way that you need, especially in regards to placement of monitoring stations or other aspects of the study. We look forward to participating on any level that would be helpful.

Sincerely,

Matt Pina
 Des Moines Mayor

MP:bw

The Waterland City

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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: City Council Rules of Procedure
Updates

FOR AGENDA OF: March 9, 2017

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: March 1, 2017

ATTACHMENTS:

1. Draft Resolution No. 16-209
2. Rules of Procedure (Updated March 2017)

CLEARANCES:

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

CHIEF OPERATIONS OFFICER: _____

- Legal *JB*
- Finance
- Courts
- Police

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

Purpose and Recommendation

The purpose of this agenda item is for the City Council to adopt proposed amendments to the *Des Moines City Council Rules of Procedure* pursuant to chapter 4.12 DMMC.

Suggested Motion

Optional Motion: “I move to amend Draft Resolution No. 16-209 to allow for the substitution of the term “Deputy Mayor” in all instances throughout the Rules of Procedure where the term “Mayor Pro Tempore” currently exists.

Motion: “I move to adopt Draft Resolution No. 16-209, (as amended) updating the *City Council Rules of Procedure*, on second reading.”

Background

The City Council considered Draft Resolution No. 16-209 as presented at its February 16, 2017 meeting. DMMC 4.12.030 provides that a vote of the Council to adopt a resolution amending the City Council Rules shall be set over for a second reading.

Discussion

The major substantive amendment to the Council Rules presented on February 16, 2017 is Rule 7.1 expressly allowing Councilmember participation telephonically if certain conditions are met.

In regards to citizen public comment, the proposed amendments in this Draft Resolution eliminate that requirement and allow citizens to instead state their “City of residence.”

A comprehensive review of the rules found that many of the references to state law (RCW’s) were outdated. Additionally, the reference to the policy governing public contracts was outdated. The current resolution and rules were updated to reflect current City policy.

At the City Council meeting on February 16, 2017, the Council asked if a rule could be drafted addressing how long a Councilmember needed to be present to be considered “in attendance” at the meeting. This would also affect whether the Councilmember was paid for the meeting. The Council Rules do not address the length of attendance required however, the following language is found in the Des Moines Municipal Code:

“Attendance” at a regular or special council meeting means being physically present at the city council meeting at any time between the roll call and adjournment. DMMC 4.08.010(2).

As this language is found in the DMMC, it is more appropriate to address any amendments in the Code rather than in the Rules of Procedure. City staff is currently reviewing and preparing amendments for all of Title 4. This issue will be noted and addressed when a draft ordinance amending Title 4 is brought to the Council.

Finally, the legal department received input from the Mayor that he would like to see the name “Mayor Pro Tempore” changed to “Deputy Mayor”. An optional motion that would accomplish this name change is listed above. If this motion is passed, two additional code amendments would be required as there are two chapters of the DMMC that reference “Mayor Pro Tempore”. These amendments would not be difficult to make.

State law refers to a City’s ability to elect a “Mayor Pro Tempore” or “Deputy Mayor.” Both of these titles mean the same thing.

Alternatives

The alternatives would be:

- (1) Not to adopt the Draft Resolution, or
- (2) To further revise the proposed amendments in Draft Resolution No. 16-209.

Financial Impact

None.

CITY ATTORNEY'S SECOND DRAFT 02/22/2017
CITY ATTORNEY'S FIRST DRAFT 01/30/2017

DRAFT RESOLUTION NO. 16-209

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, amending the *Des Moines City Council Rules of Procedure* ("Rules") adopted on April 26, 2012, to add and regulate telephonic communication, amend public comment requirements, update outdated provisions, and correct references to state law.

WHEREAS, DMMC 4.12.030 provides that the rules "...may be amended or new rules may be adopted by an affirmative vote of at least a majority of the whole membership of the council," and

WHEREAS, DMMC 4.12.030 further provides that "...[a]ny such amendments or new rules shall be submitted in resolution form at a regular meeting and shall be placed on the council agenda under order of new business," and

WHEREAS, a vote of the Council to adopt a resolution amending the Council Rules shall occur at a subsequent regular meeting, and

WHEREAS, a comprehensive review of the Rules was conducted and the City Council finds that the amendments proposed are necessary and appropriate; now therefore,

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

Sec. 1. The *Des Moines City Council Rules of Procedure, Updated April 26, 2012* by Resolution No. 1189, is hereby amended to add Rule 7.1 as follows:

PARTICIPATION BY TELEPHONIC COMMUNICATION

RULE 7.1. A Councilmember may participate telephonically in all or part of a Council meeting under the following conditions:

(1) Prior approval shall be given by the Mayor for good cause, whose approval shall not be unreasonably withheld.

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(2) "Good Cause" is defined as:

(a) Medical reasons that prevent a Councilmember from attending the meeting in person.

(b) Family emergency.

(c) Unexpected travel.

(d) Additional unanticipated event that prevents a Councilmember from attending the meeting in person through no fault of the Councilmember.

(3) Telephonic participation for each Councilmember shall be limited to three (3) Council meetings in a calendar year.

(4) Telephonic participation shall be limited to one (1) Councilmember per meeting. Priority will be given to the first Councilmember to request prior approval and who meets the requirements under this Rule.

(5) A Councilmember participating telephonically in the meeting must be able to hear and be heard.

(6) The Councilmember participating telephonically shall have reviewed all of the applicable material and participated in the relevant portion of the Council Meeting related to the topic to which the Councilmember is voting on. Any technical prohibitions or difficulties that prevent all parties present at the Council meeting from adequately communicating with one another will negate any authorization previously given by the Mayor.

(7) The Councilmember attending telephonically shall notify the Council if he or she is about to disconnect from the call.

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(8) A Councilmember who is attending telephonically shall be considered to be actually present at the meeting for the period of time he or she is connected, and that presence shall count toward a quorum of the Council for all purposes and shall also entitle the Councilmember to vote. A Councilmember voting telephonically may be polled separately to ensure their vote is tallied correctly.

(9) In the event the Mayor seeks to attend a meeting telephonically, the Mayor shall seek prior approval from the Mayor Pro Tempore. If approval is granted, the Mayor Pro Tempore shall act as the Presiding Officer for the meeting.

(Res. No. ____, 2017)

Sec. 2. Rule 20(f) of the *Des Moines City Council Rules of Procedure, Updated April 26, 2012* by Resolution No. 1189, is hereby amended as follows:

ORDER OF BUSINESS AND PUBLIC COMMENT RULES

RULE 20.

....
(f) Comments from the public (non-public hearing topics). Public comments are encouraged and appreciated. The information and advice received from citizens helps the City Council make the best possible decisions.

(1) Procedure.

(A) Citizens are encouraged to supplement verbal comments through written submittals.

(B) All citizens desiring to address Council during the Public Comment period shall first fill out a sign-in sheet, stating their

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name, address, and public comment topic, and the sign-in sheet shall be submitted to the City Clerk prior to the start of Public Comments.

(2) Scope of Comments.

(A) Subjects not on the current agenda. Any member of the public may request time to address the Council after first stating their name, ~~address, and City of residence~~ ~~and the subject of their comments~~. The Presiding Officer may then allow the comments subject to such time limitations as referenced in Rule 20(f)(3)(A) or as the Presiding Officer deems necessary. Following such comments the Presiding Officer may place the matter on the current agenda or a future agenda, or refer the matter to administration or a Council committee for investigation and report.

(B) Subjects on the current agenda. Any member of the public who wishes to address the Council on an item on the current agenda shall make such request to the Presiding Officer at the time when comments from the public are requested. The Presiding Officer shall rule on the appropriateness of public comments as the agenda item is reached. The Presiding Officer may change the order of speakers so that testimony is heard in the most logical groupings (i.e.) proponents, opponents, adjacent owners, vested interests, etc.).

(C) Subjects of a Public Hearing. Comments made during the Public Comment period on a topic set for a public hearing by the City Council shall be out of order. To ensure a fair hearing to applicants or matters that are subject to a public hearing before the City Council, the Presiding Officer may rule public comments made outside the scope of a public hearing record to be out of order.

(D) Any ruling by the Presiding Officer relative to the preceding two subsections

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may be overruled by a vote of a majority of members present.

(3) Rules of Conduct. A minimum number of basic rules are established to ensure that all individuals wishing to address the City Council are fairly heard.

(A) Each person addressing the Council shall step up to the indicated speakers table, give his or her name and ~~address~~ city of residence ~~for the record,~~ and shall limit comments to three (3) minutes. Groups may be allotted five (5) minutes by the Presiding Officer.

(B) Except where permission is granted by the Presiding Officer, all remarks shall be made only from the designated speaking table and addressed to the Council as a body and not to individual members, the audience or the television cameras.

(C) The Presiding Officer or designee shall notify the individual when the allotted time has expired and the speaker shall promptly conclude his or her remarks. All speakers are encouraged to submit supplemental or detailed written remarks for Council consideration.

(D) Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the Council, may be ordered to leave the meeting. The Presiding Officer has the authority and duty to preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly conduct and to enforce these rules.

(E) The Presiding Officer may rule "out of order" any comment made with respect to a quasi-judicial matter pending before the Council

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or its Boards or Commissions. Such comments should be made only at the hearing on a specific matter. If a hearing has been set, persons whose comments are ruled out of order will be notified of the time and place when they can appear at the public hearing on the matter and present their comments.

(F) Any person whose comments have been ruled out of order by the Presiding Officer shall immediately cease and refrain from further improper comments. The refusal of an individual to desist from personal, inappropriate, slanderous or otherwise disruptive remarks after being ruled out of order by the Presiding Officer may subject the individual to removal from the Council Chambers.
 (Amended by Res. No. ____ 2017)

....

Sec. 3.—Rule 21(b) of the *Des Moines City Council Rules of Procedure, Updated April 26, 2012* by Resolution No. 1189, is hereby amended as follows:

ACTIONS FOR A PUBLIC HEARING

RULE 21

....

(b) The Presiding Officer introduces the agenda item, opens the public hearing, and provides a summary of the following Rules of Order and/or advises the public that they may have a copy of such rules, which shall be available with other agenda materials regularly made available to the public at each Council meeting.

(1) "All comments by proponents, opponents, or the public shall be made from the speaker's rostrum and any individual making comments shall first give their name and address city of residence. This is required because an official recorded transcript of the public hearing is being made. If there is any appeal to King County Superior

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Court, the court must make its decision on the basis of what was said here."

(2) "It is not necessary to be a proponent or opponent in order to speak. If you consider yourself neither a proponent nor opponent, please speak during the proponent portion and identify yourself as neither a proponent nor an opponent."

(3) "No comments shall be made from any other location, and anyone making "out of order" comments shall be subject to removal from the meeting."

(4) "There will be no demonstrations during or at the conclusion of anyone's presentation."

(5) "These rules are intended to promote an orderly system of holding a public hearing, to give every person an opportunity to be heard, and to ensure that no individual is embarrassed by exercising their right of free speech."

...

(Amended by Res. 571, 1989, amended by Res. 894, 2000, amended by Res. 1140, 2011, amended by Res. _____, 2017).

Sec. 4. Rule 36 of the *Des Moines City Council Rules of Procedure, Updated April 26, 2012* by Resolution No. 1189, is hereby amended as follows:

VIDEO RECORDING AND BROADCAST

RULE 36. All public meetings of a quorum of the City Council not exempt from the Open Public Meetings Act held ~~in the~~ at Des Moines City ~~Service Center~~ Hall at 21630 11th Avenue South should be video recorded and cablecast within the City. (Res. 772,

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1994, amended by Res. 1140, 2011, amended by Res. 1189, 2012, amended by Res. ____, 2017).

Sec. 5. REFERENCES TO DES MOINES MUNICIPAL CODE (DMMC) AND REVISED CODE OF WASHINGTON (RCW) of the *Des Moines City Council Rules of Procedure, Updated April 26, 2012* by Resolution No. 1189, are replaced with the following:

REFERENCES TO DES MOINES MUNICIPAL CODE (DMMC) AND REVISED CODE OF WASHINGTON (RCW)

DMMC 4.04.010 Council Meetings - City Hall Location.

All meetings of the City Council shall be held at 21630 11th Avenue South, which is designated as the location of the City Hall, except that, when necessary, the City Council may hold meetings at other places.

DMMC 4.04.020 Council Meetings - Time.

(1) The regular meetings of the City Council are held every Thursday, with the meetings convening at 7:00 p.m.; except when the regular meeting date falls on a legal holiday the meeting is canceled and the City Council shall not meet.

(2) The Presiding Officer may cancel a regular meeting at the Presiding Officer's discretion as the business of the City Council requires; except the City Council shall meet at least once each month.

RCW 35A.12.050 and 12.060 Forfeiture of Office.

The office of a Mayor or councilmember shall become vacant if the person who is elected or appointed to that position fails to qualify as provided by law, fails to enter upon the duties of that office at the time fixed by law without a justifiable reason, or as provided in RCW 35A.12.060 or 42.12.010. A vacancy in the office of Mayor or in the council shall be filled as provided in chapter 42.12 RCW. An incumbent councilmember is eligible to be appointed to fill a vacancy in the office of Mayor. A Councilmember shall forfeit his office if he fails to attend three consecutive regular meetings of the Council without being excused by the Council.

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RCW 35A.13.020 Election of ~~Councilmen~~Councilmembers- Eligibility - Terms - Vacancies - Forfeiture of Office - Council Chair~~man~~.

In council-manager code cities, eligibility for election to the Council, the manner of electing ~~councilmen~~Councilmembers, the numbering of council positions, the terms of ~~councilmen~~Councilmembers, the occurrence and the filling of vacancies, the grounds for forfeiture of office, and appointment of a Mayor pro tempore shall be governed by the corresponding provisions of RCW 35A.12.030, 35A.12.040, 35A.12.050, 35A.12.060 and 35A.12.065 relating to the council of a code city organized under the Mayor-council plan, except, that in council-manager cities where all council positions are at-large positions, the City Council may, pursuant to RCW 35A.13.033, provide that the person elected to council position one shall be the Council ~~chairman~~Chair and shall carry out the duties prescribed by RCW 35A.13.030.

RCW 42.30.080 Special Meetings.

A special meeting may be called at any time by the Presiding Officer of the governing body of a public agency or by a majority of the members of the governing body by delivering written notice personally, by mail, by fax, or by electronic mail to each member of the governing body.; ~~and to each local newspaper of general circulation and to each local radio or television station which has on file with the governing body a written request to be notified of such special meeting or of all special meetings. Such notice must be delivered personally, by mail, by fax, or by electronic mail at least twenty-four hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meetings by the governing body. Such written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the clerk or secretary of the governing body a written waiver of notice. Such waiver may be given by telegram, by fax, or electronic mail. Such written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes.~~

Written notice shall be deemed waived in the following circumstances:

(a) A member submits a written waiver of notice with the clerk or secretary of the governing body at or prior to the

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time the meeting convenes. A written waiver may be given by telegram, fax, or electronic mail; or

(b) A member is actually present at the time the meeting convenes.

(2) Notice of a special meeting called under subsection (1) of this section shall be:

(a) Delivered to each local newspaper of general circulation and local radio or television station that has on file with the governing body a written request to be notified of such special meeting or of all special meetings;

(b) Posted on the agency's web site. An agency is not required to post a special meeting notice on its web site if it (i) does not have a web site; (ii) employs fewer than ten full-time equivalent employees; or (iii) does not employ personnel whose duty, as defined by a job description or existing contract, is to maintain or update the web site; and

(c) Prominently displayed at the main entrance of the agency's principal location and the meeting site if it is not held at the agency's principal location.

Such notice must be delivered or posted, as applicable, at least twenty-four hours before the time of such meeting as specified in the notice.

(3) The call and notices required under subsections (1) and (2) of this section shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meetings by the governing body.

(4) The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

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RCW 42.30.090 Adjournments.

The governing body of a public agency may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting the clerk or secretary of the governing body may declare the meeting adjourned to a stated time and place. He/ or she shall cause a written notice of the adjournment to be given in the same manner as provided in RCW 42.030.080 for special meetings, unless such notice is waived as provided for special meetings. Whenever any meeting is adjourned a copy of the order or notice of adjournment shall be conspicuously posted immediately after the time of the adjournment on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by ordinance, resolution, bylaw, or other rule.

RCW 42.30.110 Executive Sessions.

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting.

(a) To consider matters affecting national security;

(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;

(c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;

(d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood increased costs;

(e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;

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(f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;

(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when the governing body elects to take final action hiring, setting the salary or an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;

(h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;

(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency;

This subsection (1)(i) does not permit a governing body to hold an executive session solely because an attorney representing the agency is present. For purposes of this subsection (1)(i), "potential litigation" means matters protected by RPC 1.6 or RCW 5.60.060(2)(a) concerning:

(i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party;

(ii) Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or

(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when

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public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western library network prices, products, equipment, and services, when such discussion would be likely to adversely affect the network's ability to conduct business in a competitive economic climate. However, final action on these matters shall be taken in a meeting open to the public.

(k) To consider, in the case of the state investment board, financial and commercial information when the information relates to the investment of public trust or retirement funds and when public knowledge regarding the discussion would result in loss to such funds or in private loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the development, acquisition, or implementation of state purchased health care services as provided in RCW 41.05.026;

(m) To consider in the case of the life sciences discovery fund authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(n) To consider in the case of a health sciences and services authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information.

(2) Before convening in executive session, the Presiding Officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the Presiding Officer.

RCW 42.30.140 Chapter Controlling - Application. If any provision of this chapter conflicts with the provisions of any other statute,

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the provisions of this chapter shall control: *Provided*, that this chapter shall not apply to:

(1) The proceedings concerned with the formal issuance of an order granting, suspending, revoking, or denying any license, permit, or certificate to engage in any business, occupation or profession or to any disciplinary proceedings involving a member of such business, occupation or profession, or to receive a license for a sports activity or to operate any mechanical device or motor vehicle where a license or registration is necessary; or

(2) That portion of a meeting of a quasi-judicial body which relates to a quasi-judicial matter between named parties as distinguished from a matter having general effect on the public or on a class or group; or

(3) Matters governed by ~~Title 35 RCW~~ chapter 34.05 RCW, the ~~administrative~~ Administrative procedure ~~Procedure act~~ Act; or

(4) (a) Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or

(b) That portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

RCW 42.36.010 Local Land Use Decisions.

Application of the appearance of fairness doctrine to local land use decisions shall be limited to the quasi-judicial actions of local decision-making bodies as defined in this section. Quasi-judicial actions of local decision-making bodies are those actions of the legislative body, planning commission, hearing examiner, zoning adjuster, board of adjustment, or boards which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested case proceeding. Quasi-judicial actions do not include the legislative actions adopting, amending, or revising comprehensive, community, or neighborhood plans or other land use planning documents or the adoption of

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area-wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance.

RCW 42.36.040 Public Discussion by Candidate for Public Office.

Prior to declaring as a candidate for public office or while campaigning for public office as defined by RCW 42.17A. ~~020 (9)~~ and ~~(41)005~~ no public discussion by expression of an opinion by a person subsequently elected to a public office, on any pending or proposed quasi-judicial actions, shall be a violation of the appearance of fairness doctrine.

RCW 42.36.050 Campaign Contributions.

A candidate for public office who complies with all provisions of applicable public disclosure and ethics laws shall not be limited from accepting campaign contributions to finance the campaign, including outstanding debts; nor shall it be a violation of the appearance of fairness doctrine to accept such campaign contributions.

RCW 42.36.060 Quasi-judicial Proceedings - Ex Parte Communications Prohibited, Exceptions. During the pendency of any quasi-judicial proceeding, no member of a decision-making body may engage in ex parte communications with opponents or proponents with respect to the proposal which is the subject of the proceeding unless that person:

(1) Places on the record the substance of any written or oral ex parte communications concerning the decision of action; and

(2) Provides that a public announcement of the content of the communication and of the parties' rights to rebut the substance of the communication shall be made at each hearing where action is considered or taken on the subject to which the communication related. This prohibition does not preclude a member of a decision-making body from seeking in a public hearing specific information or data from such parties relative to the decision if both the request and the results are a part of the record. Nor does such prohibition preclude correspondence between a citizen and his or her elected official if any such correspondence is made a part of the record when it pertains to the subject matter of a quasi-judicial proceeding.

**REFERENCES TO RESOLUTION NO. ~~10701118~~ POLICIES GOVERNING CITY
COUNCIL PARTICIPATION IN PUBLIC CONTRACTS**

1. Interlocal Agreements. Chapter 39.34 RCW requires the
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governing bodies of participating public agencies to take appropriate action by ordinance, resolution or otherwise before interlocal agreements may enter into force. All interlocal agreements should appear on the consent calendar, subject to removal in accordance with the City Council Rules of Procedure.

2. Franchise Agreements. Franchise agreements such as Comcast, PSE, water, sewer, and the like require City Council approval. Franchise agreements should be referred to an *Ad Hoc* Council Committee for the study and recommendation prior to presentation to the City Council for approval.

3. Public Works (small works roster).

(a) MRSC rosters. The City wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to adopt for City use those state-wide electronic databases for small works roster and consulting services developed and maintained by MRSC and authorizes the City Manager to sign that contract. In addition, paper and/or electronic rosters may be kept on file by appropriate City departments.

(b) Small works rosters. The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:

(i) Cost. The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair or improvement of real property where the estimated cost does not exceed ~~Two~~ Three Hundred Thousand Dollars (\$2300,000.00), which includes the costs of labor, material, equipment, and sales and/or use taxes as applicable. Instead, the City may use the small works roster procedures for public works projects as set forth herein. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.

(ii) Publication. At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such

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roster or rosters. Responsible contractors shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a small works roster.

(iii) Telephone or written quotations. The City shall obtain telephone, written, or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) and may establish supplementary bidder criteria under RCW 39.04.350(2).

(A) A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.

(B) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five (5) contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from One Hundred Fifty Thousand Dollars (\$1050,000.00) to ~~Two~~three Hundred Thousand Dollars (\$2300,000.00), the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by:

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(1) Publishing notice in a legal newspaper in general circulation in the area where the work is to be done;

(2) Mailing a notice to these contractors; or

(3) Sending a notice to these contractors by facsimile or email.

(C) At the time bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.

(D) A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

(c) Limited public works process.

(i) If a work, construction, alteration, repair, or improvement project is estimated to cost less than Thirty-Five Thousand Dollars (\$35,000.00), the City may award such a contract using the limited public works process provided under RCW 39.04.155(3). For a limited public works project, the City will solicit electronic or written quotations from a minimum of three (3) contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.

(ii) For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

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(iii) The City shall maintain a list of the contractors contacted and the contracts awarded during the previous twenty-four (24) months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

(iv) Determining the lowest responsible bidder. The City Council shall award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City may call for new bids. A responsible bidder shall be a registered and/or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsibility criteria established by the City.

(v) Award. The City Manager or his designee shall present all telephonic quotations/bids, and recommendation for award of the contract to the lowest responsible bidder to the City Council. However, for public works projects under Fifty Thousand Dollars (\$50,000.00), the City Manager shall have the authority to award public works contracts without City Council approval. For public works projects over Fifty Thousand Dollars (\$50,000.00), the City Council shall award all public works contracts.

(c) Consulting services rosters.

(i) Consulting services. Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.

(ii) Publication. At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find

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the address and telephone number of a representative of the City who can provide further details as to the City's projected needs for consulting services. Firms or persons providing consulting services shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a consulting services roster.

(iii) Professional architectural and engineering services. The MSRC rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce generally to the public the City's projected requirements for any category or type of professional or other consulting services. The City reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the agency and to use paper and/or other electronic rosters that may be kept on file by appropriate City documents.

4. Public Works (Subject to Bid). Public work projects exceeding \$2300,000 (three hundred thousand dollars) are subject to bid laws and shall be processed in accordance with the Revised Code of Washington. After opening of bids, results shall be submitted to the Council Committee of origin for study and recommendation prior to being presented to the City Council for approval and if there is no Council Committee of origin, shall be considered by the Council as a whole. Action taken by the City Council in awarding the bid and directing the City Manager to sign contracts should include authority granted to the City Manager to expend funds in the amount of the bid award plus ten percent.

5. Purchase of Supplies, Material, Equipment, and Non-Professional Services. For Code cities of a population of 20,000 or greater there are no bidding requirements for purchases of supplies, material, equipment, or services which are not purchased in connection with a public work. For such purchases, the City Manager shall adopt written guidelines, subject to City Council approval, to ensure that purchases are made at the lowest possible price from a responsible vendor.

6. Architectural and Engineering Services. Chapter 39.80 RCW provides that in selecting architect and engineer consultants the City shall conduct discussions with one or more firms and shall

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select the firm deemed the most highly qualified to provide the services required for the proposed project. The Attorney General of the State of Washington has issued an opinion precluding cities from considering price when selecting architects and engineers, except for a final price negotiation after the most qualified architect or engineer has been selected. The following process shall govern awarding of contracts to architects or engineers:

(a) The City Manager shall advertise the architectural and engineering requirements;

(b) The City Manager shall thereafter enter into discussion with several firms and select the most qualified architect or engineer;

(c) The City Manager shall then negotiate the scope of work and price with the architect or engineer selected; and

(d) If the contract amount does not exceed \$250,000 and has been previously budgeted, the City Manager shall be authorized to sign a contract for such services without approval by the City Council or any committee thereof. If the contract amount exceeds \$250,000, the Contract should appear on the consent calendar, subject to removal in accordance with the City Council Rules of Procedure.

(e) In case of a disaster, emergency, or immediate City need, including assistance on Capital Improvement Program projects and general engineering services previously approved by the Council, the City Manager shall be authorized to sign Task Order Assignments on multi-year "on-call" civil engineering services consultant contracts, which have been previously approved by the Council for services if the Task Order Assignment does not exceed \$50,000.

(f) The City Manager shall, as part of the City Manager's monthly report, provide the City Council with a list of contracts with consultants that have been approved by the City Manager pursuant to this resolution.

(g) The City Manager shall not allow task order assignments for a specific single project that cumulatively add up to an amount greater than \$50,000.00 without being approved by the City Council.

7. Leases of City Real Property. Leases of City real property are subject to review and approval by the City Council. The Mayor shall have discretion to submit any such lease to a standing or

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ad hoc committee for study and recommendation prior to being presented to the City Council for approval.

8. Contracts for General Professional Services. Contracts for general professional services, which do not involve architects or engineers, are not subject to the bid laws of the State of Washington. Examples of such services are computer consultants, financial consultants, management consultants, and the like. The process for awarding general professional services contracts shall be as follows:

(a) The City Manager shall research the persons and firms that are available to such professional services, taking into consideration recommendations from any source.

(b) The City Manager shall then negotiate a contract with the party selected, including scope of work and price.

(c) ~~If the contract amount does not exceed \$20,000 and has been previously budgeted, the City Manager shall be authorized to sign a contract for such services without the approval by the City Council or any committee thereof.~~ If the contract amount exceeds \$250,000, the contract should appear on the consent calendar, subject to removal in accordance with the City Council Rules of Procedure.

9. Administrative Contracts. Administrative contracts are contracts which do not fall into any other category described in this rule, and are for services previously budgeted by the City Council. Examples of administrative contracts are agreements with the Sexual Assault Center, VanGo, Senior Nutrition, D.A.W.N., and the like. The City Manager is authorized to execute administrative contracts, and the same shall not be subject to approval by the City Council or any committee thereof.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2017 and signed in authentication thereof this ____ day of _____, 2017.

M A Y O R

APPROVED AS TO FORM:

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City Attorney

ATTEST:

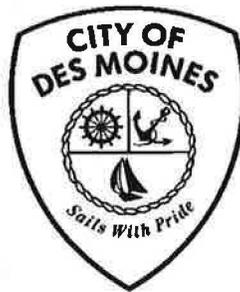
City Clerk

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DES MOINES CITY COUNCIL

RULES OF PROCEDURE



Adopted Pursuant to DMMC 4.12.010

Updated 7/89
 Updated 7/90
 Updated 10/90
 Updated 11/90
 Updated 8/91
 Updated 10/91
 Updated 12/91

Updated 4/92
 Updated 2/94
 Updated 3/94
 Updated 8/94
 Updated 6/95
 Updated 9/00
 Updated 5/03

Updated 9/03
 Updated 8/04
 Updated 4/05
 Updated 5/06
 Updated 1/11, Res. 1140
 Updated 4/12, Res. 1189
Updated 2/17, Res. 1356

DES MOINES CITY COUNCIL RULES OF PROCEDURE

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SECTION I COUNCIL MEETING - LOCATION

RULE 1. All meetings of the City Council shall be held at the location specified in DMMC 4.04.010. (Ord. 329 §1, 1973).

COUNCIL MEETING - TIME

RULE 2. The regular meetings of the City Council shall be held at the times specified in DMMC 4.04.020. (Ord. 1039 §1, 1993).

COUNCIL MEETINGS - OPEN TO THE PUBLIC

RULE 3. All meetings of the City Council and of committees thereof shall be open to the public, except as provided for in RCW 42.30.110 or RCW 42.30.140. (Res. 525 §1, 1988).

ELECTION OF OFFICERS

RULE 4. Procedures for electing officers are as follows:

(a) Biennially, at the first meeting of the new Council, the members thereof shall choose a Presiding Officer from their number who shall have the title of Mayor. In addition to the powers conferred upon him/her as Mayor, he/she shall continue to have all the rights, privileges and immunities of a member of the Council. If a permanent vacancy occurs in the Office of Mayor, the members of the Council at their next regular meeting shall select a Mayor from their number for the unexpired term. Following the election of the Mayor, there shall be an election for Mayor Pro Tempore. The term of the Mayor Pro Tempore shall run concurrently with that of the Mayor.

(b) The election for Mayor shall be conducted by the City Clerk. The City Clerk shall call for nominations. Each member of the City Council shall be permitted to nominate one (1) person who has previously served on the Council for a minimum of two years, and nominations shall not require a second. A nominee who wishes to decline the nomination shall so state at this time. Nominations are then closed. The election for Mayor Pro Tempore shall be conducted by the newly-elected Mayor, and nominations shall be made in the manner previously described for the election of the Mayor. Candidates for Mayor Pro Tempore shall have previously served on the Council for a minimum of one year. The minimum experience condition for candidacy for Mayor or Mayor Pro Tempore may be waived by the vote of five councilmembers.

(c) Except when there is only one nominee, election shall be by written ballot. Each ballot shall contain the name of the Councilmember who cast it. Each ballot shall include the name of all Councilmembers nominated (unless they have withdrawn). Voting shall continue until a nominee receives a majority of the votes. The City Clerk shall publicly announce the results of the election by reading each ballot into the record, stating the name of each voting Councilmember and the manner in which the Councilmember voted. Thereafter, the City Clerk shall record in the minutes of the meeting the manner in which each voting member of the Council cast his or her ballot.

(d) In the event the Council is unable to agree on a Mayor by majority vote of members present, the Office of Mayor shall be temporarily filled by an Acting Mayor. The Acting Mayor shall be the Councilmember who just previously served as Mayor; or if such person is not a member of the Council, the Councilmember who just previously served as Mayor Pro Tempore; or if such person is not a member of the Council, the Councilmember with the highest seniority as determined by the City Attorney. Ties shall be resolved in a contest by chance. The office of Acting Mayor Pro Tempore shall be filled by the Councilmember who just previously served as Mayor Pro Tempore; or if such person is not a member of the Council, by the Councilmember with the next highest seniority. The Acting Mayor and Acting Mayor Pro Tempore shall continue in office and exercise such authority as is described in Chapter 35A.13 RCW until the members of the Council agree on a Mayor, at which time the Office of Acting Mayor and Acting Mayor Pro Tempore shall cease and terminate. (Res. 525 §1, 1988, amended by Res. 594 §1, 1989, amended by Res. 672, 1991, amended by Res. 754 §1, 1994, amended by Res. 1140, 2011, amended by Res. 1189, 2012.)

PRESIDING OFFICER

RULE 5. The Mayor shall preside at meetings of the Council, and be recognized as the head of the City for all ceremonial purposes. The Mayor shall have no regular administrative or executive duties. In case of the Mayor's absence or temporary disability the Mayor Pro Tempore shall act as Mayor during the continuance of the absence. When the Mayor Pro Tempore acts as Mayor by participating in preparation of a Council meeting agenda or study session worksheet, or by presiding at a meeting of the Council, the Mayor Pro Tempore shall have authority only to approve the Council meeting agenda or study session worksheet as to form without introducing or deleting items of business, and to preside at the meeting by following the approved agenda or study session worksheet as written. In case of the absence or temporary disability of the Mayor and the Mayor Pro Tempore, a Mayor Pro Tempore selected by members of the Council shall act as Mayor during the continuance of the absences or disabilities. The Mayor, or Mayor Pro Tempore, is referred to as "Presiding Officer" from time to time in these Rules of Procedure.

(a) The Mayor and the Council have authority to introduce proclamations for a variety of purposes, as approved by the Council. No proclamation shall constitute official City actions unless approved or authorized by a majority of the City Council.

(b) To promote a favorable image of the City and pursue resources that will benefit the community, the Mayor, or another Councilmember designated by the City Council, may take the lead in representing the Des Moines City Council to those from outside the community who are interested in joint ventures and efforts to bring economic development and investments to the City, including other local governments, regional organizations, and federal, state, and international government representatives. Neither the Mayor, nor a Councilmember, can commit the City without authorization of a majority of the City Council.

(c) The Mayor, or another Councilmember designated by the City Council, is the spokesperson on actions taken by the Council. On behalf of the City Council, the Mayor or designated Councilmember may inform the public, media, and staff about issues affecting the community.

(Res. 525 §1, 1988, amended by Res. 961 §1, 2003, Res. 1140, 2011).

QUORUM

RULE 6. At all meetings of the Council, four Councilmembers who are present and eligible to vote shall constitute a quorum for the transaction of business. A lesser number may adjourn from time to time, provided that written notice of said adjournment is posted on the exterior Council Chamber doors per RCW 42.30.090. Council meetings adjourned under the previous provision shall be considered a regular meeting for all purposes. (Res. 525 §1, 1988).

ATTENDANCE, EXCUSED ABSENCES

RULE 7. RCW 35A.12.060 provides that a Councilmember shall forfeit his/her office by failing to attend three consecutive regular meetings of the Council without being excused by the Council. Members of the Council may be so excused by complying with this section. The member shall contact the Presiding Officer prior to the meeting and state the reason for his/her inability to attend the meeting. If the member is unable to contact the Presiding Officer, the member shall contact the City Manager or City Clerk, who shall convey the message to the Presiding Officer. Following roll call, the Presiding Officer shall inform the Council of the member's absence, state the reason for such absence, and inquire if there is a motion to excuse the member. This motion shall be non-debatable. Upon passage of such motion by a majority of members present, the absent member shall be considered excused and the Clerk will make an appropriate notation in the minutes. (Res. 525 §1, 1988).

PARTICIPATION BY TELEPHONIC COMMUNICATION

RULE 7.1. A Councilmember may participate telephonically in all or part of a Council meeting under the following conditions:

(1) Prior approval shall be given by the Mayor for good cause, whose approval shall not be unreasonably withheld.

(2) "Good Cause" is defined as:

(a) Medical reasons that prevent a Councilmember from attending the meeting in person.

(b) Family emergency.

(c) Unexpected travel.

(d) Additional unanticipated event that prevents a Councilmember from attending the meeting in person through no fault of the Councilmember.

(3) Telephonic participation for each Councilmember shall be limited to three (3) Council meetings in a calendar year.

(4) Telephonic participation shall be limited to one (1) Councilmember per meeting. Priority will be given to the first Councilmember to request prior approval and who meets the requirements under this Rule.

(5) A Councilmember participating telephonically in the meeting must be able to hear and be heard.

(6) The Councilmember participating telephonically shall have reviewed all of the applicable material and participated in the relevant portion of the Council Meeting related to the topic to which the Councilmember is voting on. Any technical prohibitions or difficulties that prevent all parties present at the Council meeting from adequately communicating with one another will negate any authorization previously given by the Mayor.

(7) The Councilmember attending telephonically shall notify the Council if he or she is about to disconnect from the call.

(8) A Councilmember who is attending telephonically shall be considered to be actually present at the meeting for the period of time he or she is connected, and that presence shall count toward a quorum of the Council for all purposes and shall also entitle the Councilmember to vote. A Councilmember voting telephonically may be polled separately to ensure their vote is tallied correctly.

(9) In the event the Mayor seeks to attend a meeting telephonically, the Mayor shall seek prior approval from the Mayor Pro Tempore. If approval is granted, the Mayor Pro Tempore shall act as the Presiding Officer for the meeting. (Res. No. 1356, 2017)

SPECIAL COUNCIL MEETINGS

RULE 8. It is the intent of the Des Moines City Council that the procedures of this Council Rule 8 are enforceable to the same extent as RCW 42.30.080, as the City's implementation of the Open Public Meetings Act special meeting requirements set forth at RCW 42.30.080. Procedures for setting a special meeting are as follows:

- (a) A special meeting may be called by the Mayor or any four members of the Council.
- (b) Notice of the special meeting shall be prepared in writing. The notice shall contain the following information about the meeting: time, place, and business to be transacted. The notice shall be reviewed by the City Attorney for proper legal form. After the preliminary agenda has been approved by the Presiding Officer, a copy of the agenda and supporting materials shall be prepared for Councilmembers, the City Manager, and the press by close of business Friday prior to the Special Council Meeting, except in case of an emergency.
- (c) (1) The notice shall be delivered by mail, by electronic mail to an address designated by the receiver of the email, or personally to each Councilmember, the City Manager, and the business office of each local newspaper and radio and television station which has on file a written request for notice of special meetings. The notice must be delivered at least twenty-four (24) hours prior to the meeting.
- (2) When email notice is given to Councilmembers, the City Clerk shall provide confirming follow up of such email notice by making a personal telephone call directly to each Councilmember who has made a standing written advance request to the City Clerk for such follow

up telephone call. The City Clerk shall document the date and time of such follow up telephone call.

(d) The notices provided in this section may be dispensed within the circumstances provided by RCW 42.30.080; that is:

(1) As to any member who at, or prior to the time the meeting convenes files with the Clerk a written waiver of notice,

(2) As to any member who was actually present at the meeting at the time it convenes, and

(3) In the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage. (Res. 525 §1, 1988, amended by Res. 788, 1995, amended by Res. 1011, 2006, amended by Res. 1140, 2011).

COUNCIL MEETING AGENDA

RULE 9. This rule specifies the method of preparation of a Council meeting agenda for meetings other than study sessions. The Presiding Officer, three (3) Councilmembers, or the City Manager may introduce a new item to the preliminary agenda. The Presiding Officer shall have the option of deleting any item, other than those items introduced by three (3) Councilmembers, from the preliminary agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda for a subsequent Council meeting. The City Clerk, under the direction of the City Manager, shall arrange a list of such matters according to the order of business and prepare a preliminary agenda for the Council. After the preliminary agenda has been approved by the Presiding Officer, a copy of the agenda and supporting materials shall be prepared for Councilmembers, the City Manager, and the press by close of business Friday prior to the Regular Council Meeting, except in case of an emergency. (Res. 525 §1, 1988, amended by Res. 961 §2, 2003, amended by Res. 1140, 2011).

STUDY SESSIONS

RULE 10. Regular Council meetings that are held during the first and third week of each month in accordance with Rule 2, may be designated as Study Sessions by the Presiding Officer. Study Sessions need have no formal agenda and may be conducted informally so long as such informality is not in conflict with these rules. Comments from the public, limited to the items of business on the Study Session agenda, may, at the discretion of the Presiding Officer, be allowed so long as the comments are in accordance with Council Rule 20(f). The purpose of Study Session discussions is to allow Councilmembers to be made aware of impending business and allow informal discussion of issues that might be acted on at a future meeting. These conditions will allow the Councilmembers to communicate informally about these impending issues. No final Council action shall be taken on ordinances and resolutions at Study Sessions. The City Clerk, under the direction of the City Manager, shall arrange a Council Study Session worksheet for the Study Session. The Council Study Session worksheet shall, for each item, contain the Discussion Item, the Discussion Item Moderator, and the Discussion Goal. After the proposed Council Study Session worksheet has been approved by the Presiding Officer, a copy of it along with any supporting materials shall be prepared for Councilmembers, the City Manager, and the press by close of business Friday prior to the Council Study Session, except in an emergency.

During the Council Study Session the Discussion Item Moderator may: 1) introduce the subject and give background information; 2) identify the discussion goal; 3) act as facilitator to keep the discussion focused to the eventual discussion goal; 4) alert the Presiding Officer when it is appropriate to call for a motion or other official direction of the Council. The Presiding Officer retains the option of assuming the function of the Discussion Item Moderator in order to keep the discussion properly focused. (Res. 525 §1, 1988, amended by Res. 659, 1991, amended by Res. 754 §2, 1994, amended by Res. 961 §3, 2003, amended by Res. 1140, 2011).

CITY MANAGER

RULE 11. The City Manager, as the chief executive officer and head of the administrative branch of City government or his/her designee, shall attend all meetings of the City Council, unless excused by the Presiding Officer or Council. The City Manager shall be responsible to the Council for the proper administration of all affairs of the City. The City Manager shall recommend for adoption by the Council such measures as he/she may deem necessary or expedient; prepare and submit to the Council such reports as may be required by that body or as the City Manager deems it advisable to submit; keep the Council fully advised as to the business of the City; and shall take part in the Council's discussion on all matters concerning the welfare of the City. In the event that both the City Manager and Assistant City Manager are unable to attend a Council meeting, the City Manager or Assistant City Manager shall appoint a key staff member to attend the meeting as the representative of City Administration. (Res. 525 §1, 1988, amended by Res. 1189, 2012).

CLERK

RULE 12. The City Clerk shall be ex-officio Clerk of the Council and shall keep minutes as required by the Revised Code of Washington and Robert's Rules of Order, including a specific action item section, and shall perform such other and further duties in the meeting as may be required by the Council, Presiding Officer, or City Manager. In the absence of the City Clerk, the City Manager shall appoint a replacement to act as Clerk of the Council. (Res. 525 §1, 1988, Amended by Res. 949, 2003, amended by Res. 1140, 2011).

SECTION II DUTIES AND PRIVILEGES OF MEMBERS

FORMS OF ADDRESS

RULE 13. The Mayor shall be addressed as "Mayor (surname)" or "Your Honor". The Mayor Pro Tempore shall be address as "Mayor Pro Tem (surname)". Members of the Council shall be addressed as "Councilmember (surname)". (Res. 525 S1, 1988).

SEATING ARRANGEMENT

RULE 14. Councilmembers shall occupy the respective seats in the Council Chamber assigned to them by the Mayor. (Res. 525 S1, 1988).

APPEARANCE OF FAIRNESS DOCTRINE

RULE 15. Appearance of Fairness Doctrine and its Application. (Res. 571 S1, 1989).

(a) Appearance of Fairness Doctrine Defined. "When the law which calls for public hearings gives the public not only the right to attend but the right to be heard as well, the hearings must not only be fair but must *appear* to be so. It is a situation where appearances are quite as important as substance. The test of whether the appearance of fairness doctrine has been violated is as follows: Would a disinterested person, having been apprised of the totality of a boardmember's personal interest in a matter being acted upon, be reasonably justified in thinking that partiality may exist? If answered in the affirmative, such deliberations, and any course of conduct reached thereon, should be voided." Zehring v. Bellevue, 99 Wn.2d 488 (1983).

(b) Types of Hearings to Which Doctrine Applies. The appearance of Fairness Doctrine shall apply only to those actions of the Council which are quasi-judicial in nature. Quasi-judicial actions are defined as actions of the City Council which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested proceeding. Quasi-judicial actions do not include the legislative actions adopting, amending, or revising comprehensive, community, or neighborhood plans or other land use planning documents of the adoption of area-wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance. RCW 42.36.010. Some examples of quasi-judicial actions which may come before the Council are: rezones or reclassifications of specific parcels of property, appeals from decisions of the Hearing Examiner, substantive appeals of threshold decisions under the State Environmental Protection Act, subdivisions, street vacations, and special land use permits.

(c) Obligations of Councilmembers, Procedure.

(1) Councilmembers should recognize that the Appearance of Fairness Doctrine does not require establishment of a conflict of interest, but whether there is an appearance of conflict of interest to the average person. This may involve the Councilmember or a Councilmember's business associate or a member of the Councilmember's immediate family. It could involve ex parte communications, ownership of property in the vicinity, business dealings with the proponents or opponents before or after the hearing, business dealings of the Councilmember's employer with the proponents or opponents, announced predisposition, and the like.

Prior to any quasi-judicial hearing, each Councilmember should give consideration to whether a potential violation of the Appearance of Fairness Doctrine exists. If the answer is in the affirmative, no matter how remote, the Councilmember should disclose such facts to the City Manager who will seek the opinion of the City Attorney as to whether a potential violation of the Appearance of Fairness Doctrine exists. The City Manager shall communicate such opinion to the Councilmember and to the Presiding Officer.

(2) Anyone seeking to disqualify a Councilmember from participating in a decision on the basis of a violation of the Appearance of Fairness Doctrine must raise the challenge as soon as the basis for disqualification is made known or reasonably should have been made known prior to the issuance of the decision; upon failure to do so, the Doctrine may not be relied upon to invalidate the decision. The party seeking to disqualify the Councilmember shall state with specificity the basis for disqualification; for example: demonstrated bias or prejudice for or against a party to the proceedings, a monetary interest in outcome of the proceedings, prejudgment of the issue prior to hearing the facts on the record, or ex parte contact. Should such challenge be made prior to the hearing, the City Manager shall direct the City Attorney to interview the Councilmember and render an opinion as to the likelihood that an Appearance of Fairness violation would be sustained in superior court. Should such challenge be made in the course of a quasi-judicial hearing, the Presiding Officer shall call a recess to permit the City Attorney to make such interview and render such opinion.

(3) The presiding Officer shall have sole authority to request a Councilmember to excuse himself/herself on the basis of an Appearance of Fairness violation. Further, if two (2) or more Councilmembers believe that an Appearance of Fairness violation exists, such individuals may move to request a Councilmember to excuse himself/herself on the basis of an Appearance of Fairness violation. In arriving at this decision, the Presiding Officer or other Councilmembers shall give due regard to the opinion of the City Attorney.

(4) Notwithstanding the request of the Presiding Officer or other Councilmembers, the Councilmember may participate in any such proceeding.

(d) Specific Statutory Provisions.

(1) Candidates for the City Council may express their opinions about pending or proposed quasi-judicial actions while campaigning. RCW 42.36.040.

(2) A candidate for the City Council who complies with all provisions of applicable public disclosure and ethics laws shall not be limited under the Appearance of Fairness Doctrine from accepting campaign contributions to finance the campaign, including outstanding debts. RCW 42.36.050.

(3) During the pendency of any quasi-judicial proceeding, no Councilmember may engage in ex parte (outside the hearing) communications with proponents or opponents about a proposal involved in the pending proceeding, unless the Councilmember: (a) places on the record the substance of such oral or written communications; and (b) provides that a public announcement of the content of the communication and of the parties' right to rebut the substance of the communication shall be made at each hearing where action is taken or considered on the subject. This does not prohibit correspondence between a citizen and his or her elected official if the correspondence is made a part of the record, when it pertains to the subject matter of a quasi-judicial proceeding. RCW 42.36.060. (Amended Res. 1140, 2011).

DISSENTS AND PROTESTS

RULE 16. Any Councilmember shall have the right to express dissent from or protest against any ordinance or resolution of the Council and have the reason therefore entered in the minutes. (Res. 525 S1, 1988).

ADMINISTRATIVE INTERFERENCE BY COUNCILMEMBERS

RULE 17. Neither the Council, nor any of its committees or members shall direct or request the appointment of any person to, or his/her removal from, any office by the City Manager or any of his/her subordinates. Except for the purpose of inquiry, the Council and its members shall deal with the administrative branch solely through the City Manager and neither the Council nor any committee or member thereof shall give any orders to any subordinate of the City Manager, either publicly or privately; provided, however, that nothing herein shall be construed to 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. (RCW 35A,13.120) (Res. 525 S1, 1988, Amended by Res. 1140, 2011, amended by Res. 1189, 2012).

SECTION III COUNCIL PROCEDURES

RULES OF ORDER

RULE 18. Rules of order not specified by statute, ordinance, or resolution shall be governed by the most recent edition of Robert's Rules of Order.

(a) **Courtesy.** Members of the Council, in the discussion, comments, or debate of any matter or issue, shall be courteous in their language and demeanor and shall not engage in derogatory remarks or insinuations in respect to any other member of the Council, or any member of the staff or the public, but shall at all times confine their remarks to those facts which are germane and relevant, as determined by the Presiding Officer, to the question or matter under discussion.

(b) **Interruption.** No member of the Council shall interrupt or argue with any other member while such member has the floor.

(Res. 525 S1, 1988, Amended by Res. 618 1990, amended by Res. 1140, 2011).

MOTIONS

RULE 19. All items of business placed before the Council that require the expenditure of Council and/or administration resources, shall be in the form of an affirmative motion.

(a) **Rule 19(a) – Speaking to Motion.** No member of the Council shall speak more than twice on the same motion except by consent of the majority of the Council Members present at the time the motion is before the Council. After the motion is put and before the next item is read, a member shall be able to speak briefly to the previous motion. Questions and answers by members of the Council are not considered as speaking to the motion.

(b) **Rule 19(b) – Time Limit.** Each member of the Council shall speak for no more than ten (10) minutes unless granted an exemption by the majority of the Council.

(c) **Rule 19(c) – Donation of Time.** No member of Council may give his allotted time to another member unless there is approval of the majority of the Council.

(Res. 525 S1, 1988, amended by Res. 1140, 2011).

ORDER OF BUSINESS AND PUBLIC COMMENT RULES

RULE 20. The business of all regular meetings of the Council shall be transacted as follows; provided, however that the Presiding Officer may, during a Council meeting, rearrange items on the agenda to conduct the business before the Council more expeditiously. Any ruling by the Presiding Officer relative to rearrangement of items on the agenda may be overruled by a vote of a majority of members present.

- (a) Call to order by the Presiding Officer.
- (b) Pledge of Allegiance.
- (c) Invocation (Presiding Officer's discretion).
- (d) Roll call (See Rule 7 for procedure to excuse an absence).
- (e) Correspondence not previously received by the Council.

~~(f) Comments from the public (non-public hearing topics). Public comments are encouraged and appreciated. The information and advice received from citizens helps the City Council make the best possible decisions.~~ (f) Comments from the public (non-public hearing topics). Public comments are encouraged and appreciated. The information and advice received from citizens helps the City Council make the best possible decisions.

(1) Procedure.

(A) Citizens are encouraged to supplement verbal comments through written submittals.

(B) All citizens desiring to address Council during the Public Comment period shall first fill out a sign-in sheet, stating their name, address, and public comment topic, and the sign-in sheet shall be submitted to the City Clerk prior to the start of Public Comments.

(2) Scope of Comments.

(A) Subjects not on the current agenda. Any member of the public may request time to address the Council after first stating their name, address, and City of residence and the subject of their comments. The Presiding Officer may then allow the comments subject to such time limitations as referenced in Rule 20(f)(3)(A) or as the Presiding Officer deems necessary. Following such comments the Presiding Officer may place the matter on the current agenda or a future agenda, or refer the matter to administration or a Council committee for investigation and report.

(B) Subjects on the current agenda. Any member of the public who wishes to address the Council on an item on the current agenda shall make such request to the Presiding Officer at the time when comments from the public are requested. The Presiding Officer shall rule on the appropriateness of public comments as the agenda item is reached. The Presiding Officer may change the order of speakers so that testimony is heard in the most logical groupings (i.e.) proponents, opponents, adjacent owners, vested interests, etc.).

(C) Subjects of a Public Hearing. Comments made during the Public Comment period on a topic set for a public hearing by the City Council shall be out of order. To ensure a fair hearing to applicants or matters that are subject to a public hearing before the City

Council, the Presiding Officer may rule public comments made outside the scope of a public hearing record to be out of order.

(D) Any ruling by the Presiding Officer relative to the preceding two subsections may be overruled by a vote of a majority of members present.

(3) Rules of Conduct. A minimum number of basic rules are established to ensure that all individuals wishing to address the City Council are fairly heard.

(A) Each person addressing the Council shall step up to the indicated speakers table, give his or her name and ~~address-city of residence~~for the record, and shall limit comments to three (3) minutes. Groups may be allotted five (5) minutes by the Presiding Officer.

(B) Except where permission is granted by the Presiding Officer, all remarks shall be made only from the designated speaking table and addressed to the Council as a body and not to individual members, the audience or the television cameras.

(C) The Presiding Officer or designee shall notify the individual when the allotted time has expired and the speaker shall promptly conclude his or her remarks. All speakers are encouraged to submit supplemental or detailed written remarks for Council consideration.

(D) Any person making personal, impertinent, or slanderous remarks, or who becomes boisterous, threatening, or personally abusive while addressing the Council, may be ordered to leave the meeting. The Presiding Officer has the authority and duty to preserve order at all meetings of the Council, to cause the removal of any person from any meeting for disorderly conduct and to enforce these rules.

(E) The Presiding Officer may rule "out of order" any comment made with respect to a quasi-judicial matter pending before the Council or its Boards or Commissions. Such comments should be made only at the hearing on a specific matter. If a hearing has been set, persons whose comments are ruled out of order will be notified of the time and place when they can appear at the public hearing on the matter and present their comments.

(F) Any person whose comments have been ruled out of order by the Presiding Officer shall immediately cease and refrain from further improper comments. The refusal of an individual to desist from personal, inappropriate, slanderous or otherwise disruptive remarks after being ruled out of order by the Presiding Officer may subject the individual to removal from the Council Chambers.

(g) Committee and Board reports.

(1) Procedure. Councilmembers and the Presiding Officer may give reports regarding boards or committees to which they have been appointed.

(2) Scope and Time Limits.

(A) The Presiding Officer may rule “out of order” any comments made during this portion of the meeting that do not pertain to the activities of the Councilmembers’ boards or committees.

(B) Board and committee reports shall also be limited to three (3) minutes unless extended time is granted by the Presiding Officer for matters of significant importance. The Presiding Officer or designee shall notify the Councilmember when the allotted time has expired and the Councilmember shall promptly conclude his/her report.

(h) Presiding Officer's report. In addition to any special board or committee reports, the Presiding Officer may give a report on any activity participated in as part of the official duties of the Mayor.

(i) Councilmember comments (non-agenda topics).

(1) Procedure. Councilmembers may comment on other subjects of importance and/or respond to citizen comments.

(2) Scope and Time Limits.

(A) Councilmember comments during this portion of the meeting shall be limited to subjects not on the current agenda. The Presiding Officer may rule “out of order” any comment made during this portion of the meeting with respect to any agenda item or quasi-judicial matter pending before the Council or its Boards or Commissions. Such comments should be made only at the hearing on a specific matter and/or during that portion of the meeting for which the agenda item is scheduled.

(B) Councilmember comments during this portion of the meeting shall also be limited to three (3) minutes. The Presiding Officer or designee shall notify the Councilmember when the allotted time has expired and the Councilmember shall promptly conclude his or her remarks.

(j) Administration reports.

(k) Consent Calendar.

(1) The City Manager, in consultation with the Presiding Officer, shall place matters on the Consent Calendar which have been: (a) previously discussed by the Council, or (b) based on the information delivered to members of the Council by administration that can be reviewed by a Councilmember without further explanation, or (c) are so routine or technical in nature that passage is likely, or (d) as directed by the City Council.

(2) The Clerk shall read the subject of each Consent Calendar item.

(3) The proper Council motion on the Consent Calendar is as follows: "I move adoption of the Consent Calendar." This motion shall be non-debatable and will have the effect of moving to adopt all items on the Consent Calendar. Since adoption of any item on the Consent Calendar implies unanimous consent, any member of the Council shall have the right to remove any item from the Consent Calendar. Therefore, prior to the vote on the motion to adopt the Consent Calendar, the Presiding Officer shall inquire if any Councilmember wishes an item to be withdrawn from the Consent Calendar. If any matter is withdrawn, the item withdrawn from the consent calendar shall be the next business in order following the conclusion of the consent calendar.

- (l) Public Hearings (see Rule 21 for procedural details).
- (m) Old Business.
- (n) New Business.
- (o) Executive Session (as required)
- (p) Next meeting date announced by Presiding Officer.

(q) Adjournment. No meeting shall be permitted to continue beyond 10:00 PM without approval of three-fourths of the Councilmembers who are present and eligible to vote. A new time limit must be established before taking a Council vote to extend the meeting. In the event that a meeting has not been closed or continued by Council vote prior to 10:00 PM, the items not acted on shall be deferred to the next regular Council meeting as old business, unless the Council, by a majority vote of members present, determines otherwise. (Res. 525 §1, 1988, amended by Res. 894 §1, 2000, amended by Res. 961 §4, 2003, amended by Res. 977, 2004, amended by Res. 1189, 2012), amended by Res. 1356, 2017).

ACTIONS FOR A PUBLIC HEARING

RULE 21. The procedures for a public hearing are as follows:

(a) Prior to the start of the "Comments from the Public" portion of the public hearing, the Presiding Officer may require that all persons wishing to be heard shall sign in with the Clerk, giving their names and addresses, the agenda item, and whether they wish to speak as proponent, opponent, or otherwise. Any person who fails to sign in shall not be permitted to speak until all those who signed in have done so. At any public hearing all persons who have signed in and wish to be heard shall be heard. However, the Presiding Officer shall be authorized to establish speaker time limits and otherwise control presentations to avoid repetition. In public hearings that are not of a quasi-judicial nature, the Presiding Officer, subject to concurrence of the majority of the Council, may establish time limits and otherwise control presentations. The Presiding Officer may change the order of speakers so that testimony is heard in the most logical groupings (i.e. proponents, opponents, adjacent owners, vested interests, etc.).

(b) The Presiding Officer introduces the agenda item, opens the public hearing, and provides a summary of the following Rules of Order and/or advises the public that they may have a copy of such rules, which shall be available with other agenda materials regularly made available to the public at each Council meeting.

(1) "All comments by proponents, opponents, or the public shall be made from the speaker's rostrum and any individual making comments shall first give their name and address/city of residence. This is required because an official recorded transcript of the public hearing is being made. If there is any appeal to King County Superior Court, the court must make its decision on the basis of what was said here."

(2) "It is not necessary to be a proponent or opponent in order to speak. If you consider yourself neither a proponent nor opponent, please speak during the proponent portion and identify yourself as neither a proponent nor an opponent."

(3) "No comments shall be made from any other location, and anyone making "out of order" comments shall be subject to removal from the meeting."

(4) "There will be no demonstrations during or at the conclusion of anyone's presentation."

(5) "These rules are intended to promote an orderly system of holding a public hearing, to give every person an opportunity to be heard, and to ensure that no individual is embarrassed by exercising their right of free speech."

(c) (1) When Council conducts a hearing to which the Appearance of Fairness Doctrine, (Rule 15) applies, the Presiding Officer, or in the case of a potential Rule 15 violation by that individual, the Mayor Pro Tem, will ask if any Councilmember knows of any reason which would require such member to excuse themselves pursuant to Rule 15. The suggested form of the announcement is as follows:

"All Councilmembers should now give consideration as to whether they have: (1) a demonstrated bias or prejudice for or against any party to the proceedings; (2) a direct or indirect monetary interest in the outcome of the proceedings; (3) a prejudgment of the issue prior to hearing the facts on the record; or (4) ex parte contact with any individual, excluding Administrative staff, with regard to an issue prior to the hearing. If any Councilmember should answer in the affirmative, then the Councilmember should state the reason for their answer at this time so that the Chair may inquire of Administration as to whether a violation of the Appearance of Fairness Doctrine exists."

(2) When Council conducts a "quasi-judicial" hearing, the Presiding Officer may require that all persons wishing to provide testimony during the course of such hearing provide an oath, on the record, affirming the truth of their testimony. The suggested form and process for such oath is as follows:

The Presiding Officer asks all possible speakers to raise their right hand, asks such individuals to consider the following question and respond "I do", and inquires:

"Do you affirm under penalty of perjury under the laws of the State of Washington that the testimony you are about to provide is true and accurate to the best of your knowledge?"

(d) At the outset of each public hearing or meeting to consider a zoning amendment or zoning reclassification the Presiding Officer will call upon City Administration to describe the matter under consideration, including legal standards for approval of the item before the Council, and ask the parties to limit their presentations to information within the scope of the standards.

(e) The Presiding Officer calls for proponents in quasi-judicial proceedings and for speakers in non-quasi-judicial proceedings.

(f) The proponents or speakers now speak. (Note: If the City of Des Moines is the proponent, a member or members of the administration shall be designated to give proponent and rebuttal testimony).

(g) The Presiding Officer calls for additional proponents or speakers three times.

(h) In non-quasi-judicial proceedings refer to Rules 21(1), otherwise the Presiding Officer calls for opponents by announcing the following:

"At this time the opponents will have an opportunity to speak. Should any opponent have questions to ask of the proponents, ask the questions during your presentation. The proponents shall note the question asked, and answer such questions when the proponent speaks in rebuttal. The proponent shall be required to answer any reasonable question, provided that the Presiding Officer reserves the right to rule any question out of order."

(i) Opponents speak.

(j) The Presiding Officer calls for additional opponents three times.

(k) The Presiding Officer calls for proponents to speak in rebuttal. A proponent speaking in rebuttal shall not introduce new material. If the proponent does, or is allowed to do so, the opponents shall also be allowed to rebut the new elements.

(l) The Presiding Officer announces the following:

"At this time I will inquire of the administration as to whether there have been any mis-statements of fact or whether the administration wishes to introduce any material as to subjects raised by the proponents or opponents or alter in any regard its initial recommendations."

(m) The Presiding Officer inquires as to whether any Councilmembers have any questions to ask the proponents, opponents, speakers, or administration. If any Councilmember has questions, the appropriate individual will be recalled to the podium.

(n) The Presiding Officer closes the public hearing.

(o) The Presiding Officer inquires if there is a motion by any Councilmembers. If a motion is made, it shall be in the form of an affirmative motion. Following the motion and its second, discussion occurs among Councilmembers. The Presiding Officer may call on individual Councilmembers in the discussion.

(p) The Presiding Officer inquires if there is any further discussion by the Councilmembers.

(q) The Presiding Officer inquires if there are any final comments or recommendations from administration.

(r) The Presiding Officer inquires of the Councilmembers as to whether they are ready for the question.

(s) The Clerk shall conduct a roll call vote.

(t) The Presiding Officer directs administration to prepare findings consistent with the action.

(Res. 571 §2, 1989, amended by Res. 894, §2, 2000, amended by Res. 1140, 2011, amended by Res. 1356, 2017).

VOTING

RULE 22. The votes during all meetings of the Council shall be transacted as follows:

(a) Unless otherwise provided for by statute, ordinance, or resolution, all votes shall be taken by voice, except that at the request of any Councilmember, a roll call vote shall be taken by the Clerk. The order of the roll call vote shall be determined by the Presiding Officer.

(b) In case of a tie in votes on any proposal, the proposal shall be considered lost.

(c) Every member who was in the Council chambers when the question was put, shall give their vote unless the Councilmember excuses himself or herself in accordance with Rule 15. If any unexcused Councilmember refuses to vote "aye" or "nay", their vote shall be counted as a "nay" vote.

(d) The passage of any ordinance, grant or revocation of franchise or license, any resolution for the payment of money, any approval of warrants, and any resolution for the removal of the City Manager shall require the affirmative vote of at least a majority of the whole membership of the Council.

(e) The passage of any public emergency ordinance (an ordinance that takes effect immediately), expenditures for any calamity or violence of nature or riot or insurrection or war, and provisions for a lesser emergency such as a budget amendment shall require the affirmative vote of at least a majority plus one of the whole membership of the Council.

(f) The passage of any motion or resolution not subject to the provisions of RCW, DMMC, or this Resolution as amended, shall require the affirmative vote of at least a majority of the membership of the Council who are present and eligible to vote. (Amended by Res. 1140, 2011).

COMMITTEES

RULE 23. The procedures governing all committees of the Council shall be as follows:

(a) The following standing committees shall consist of three members of the Council appointed by the Mayor in January of each year or at such time as new standing committees are authorized: Environment, Municipal Facilities, Public Safety & Transportation, and Finance and Economic Development.

(b) Council Committees for a particular purpose may be formed by motion of Council and members shall be appointed by the Mayor.

(c) Committees shall make a recommendation on proposed ordinances, resolutions and motions, within their area of responsibility before action is taken by the Council. Minutes shall be kept of each City Council standing and special committee meeting, listing discussion topics, comments made, and any final recommendations.

The Committee Chair shall present the recommendations of the committee to the City Council at a regular City Council meeting during the discussion of the item of business. (Res. 575 §1, 1989, Amended by Res. 602 1990, Amended by Res. 633 1990, Amended by Res. 664 1991 Amended by Res. 685 1992, Amended by Res. 754 §3, 1994, Amended by Res. 931, §1, 2002, Amended by Res. 940, §1 2002, Amended by Res. 1140, 2011).

ENACTED ORDINANCES, RESOLUTION AND MOTIONS

RULE 24. An enacted ordinance is a legislative act prescribing general, uniform, and permanent rules of conduct relating to the corporate affairs of the municipality. Council action shall be taken by ordinance when required by law, or to prescribe permanent rules of conduct which continue in force until repealed, or where such conduct is enforced by penalty. An enacted resolution is an administrative act which is a formal statement of policy concerning matters of special or temporary character. Council action shall be taken by resolution when required by law and in those instances where an expression of policy more formal than a motion is desired. An enacted motion is a form of action taken by the Council to direct that a specific action be taken on behalf of the municipality. A motion, once approved and entered into the record, is the equivalent of a resolution in those instances where a resolution is not required by law. (Res. 525 §1, 1988).

RESOLUTIONS

RULE 25. A resolution may be put to its final passage on the same day on which it was introduced. The title of each resolution shall in all cases be read prior to its passage; provided, should a Councilmember request that the entire resolution or certain of its sections be read, such requests shall be granted. Printed copies shall be made available upon request to any person attending a Council meeting. (Res. 525 §1, 1988).

ORDINANCES

RULE 26. The procedure for ordinances is as follows:

(a) All ordinances shall have two separate readings. At each reading the title of an ordinance shall in all cases be read prior to its passage; provided that should a Councilmember request that the entire ordinance or certain of its sections be read, such requests shall be granted. Printed copies shall be made available upon request to any person attending a Council meeting.

(b) The provision requiring two separate readings of an ordinance may be temporarily suspended at any meeting of the Council by a majority vote of all members present.

(c) If a Motion to pass an ordinance to a second reading fails, the ordinance shall be considered lost.

(Res. 525 S1, 1988, Amended by Res. 1140, 2011.)

PERMISSION REQUIRED TO ADDRESS THE COUNCIL

RULE 27. Persons other than Councilmembers and administration shall be permitted to address the Council upon introduction by the Presiding Officer. (Res. 525 S1, 1988, Amended by Res. 1140, 2011).

RECONSIDERATION

RULE 28. Any action of the Council, including final action on applications for changes in land use status; but excluding a reconsideration of any action previously reconsidered, motions to adjourn, motions to suspend the rules, an affirmative vote to lay on the table or to take from the table, or a vote electing to office one who is present and does not decline; shall be subject to a motion to reconsider. Such motions can only be made by a member of the prevailing side on the original action. A motion to reconsider must be made no later than the next succeeding regular Council meeting. A motion to reconsider is debatable only if the action being reconsidered is debatable. Upon passage of a motion to reconsider, the subject matter is returned to the table anew at the next regular Council meeting for any action the Council deems advisable. (Res. 525 S1, 1988).

LEGISLATIVE PROCESS, PREPARATION, INTRODUCTION AND FLOW OF ORDINANCES AND RESOLUTIONS AND MOTIONS

RULE 29. Ordinances and resolutions shall be prepared, introduced, and proceed in the manner described on the flow chart attached hereto as Exhibit "A", and by this reference incorporated herein. Prior to final passage of all ordinances, resolutions or motions, such documents or proposals shall be designated as DRAFTS as follows:

(a) PROPOSED DRAFTS shall contain the name of the group, organization, committee or individual originating, initiating or sponsoring the proposal prior to the first presentation to the City Council where a vote is taken directing some official action or further consideration.

(b) COUNCIL DRAFTS shall be documents or proposals which have been presented in open session and voted on by the City Council when the resultant Council action was other than passage or a vote to cease further consideration. (Res. 525 S1, 1988).

COUNCIL RELATIONS WITH BOARDS, COMMISSIONS AND COUNCIL CITIZEN ADVISORY BODIES

RULE 30. All statutory boards and commissions and Council citizen advisory bodies shall provide the Council with copies of minutes of all meetings. Communications from such boards, commissions and bodies to the City Council shall be made in the form of a motion and recorded in the minutes. Any such communication shall be officially acknowledged by the Council and receipt noted in the minutes. The procedure for acknowledging such receipt shall be as follows. Any member of the Council may bring such communication to the Presiding Officer's attention under the agenda item "Committee and Board Reports." The presiding Officer shall state: "So noted for the record," and thereafter the Clerk shall make an appropriate notation in the minutes. Should any member of the Council determine that any such communication be officially answered by the Council, the Presiding Officer shall place the matter on the agenda under New Business for the current meeting or any subsequent meeting. (Res. 525 S1, 1988).

COMPLAINTS AND SUGGESTIONS TO COUNCIL

RULE 31. When citizen complaints or suggestions are brought before the City Council not on an agenda, the Presiding Officer shall first determine whether the issue is legislative or administrative in nature and then:

(a) If legislative, and a complaint about the letter or intent of legislative acts or suggestions for changes to such acts, and if the Council finds such complaint suggests a change to an ordinance or resolution of the City, the Council may refer the matter to a committee, Administration or the Council of the whole for study and recommendation.

(b) If administrative and a complaint regarding administrative staff performance, administrative execution of legislative policy or administrative policy within the authority of the City Manager, the Presiding Officer should then refer the complaint directly to the City Manager for his/her review if said complaint has not been so reviewed. The City Council may direct that the City Manager brief or report to the Council when his/her response is made. (Res. 525 S1, 1988).

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. (Res. 525 S1, 1988).

FILLING COUNCIL VACANCIES

RULE 33. If a vacancy occurs in the office of Councilmember, the Council will follow the procedures outlined in RCW 35A.13.020. In order to fill the vacancy with the most qualified person available until an election is held, the Council will widely distribute and publish a notice of the vacancy, the procedure and any application form for applying. The Council will draw up an application form which contains relevant information to answer set questions posed by the Council. The application forms will be used in conjunction with an interview of each candidate to aid the Council's selection of the new Councilmember. (Res. 525 S1, 1988).

PHOTOGRAPHS, MOTION PICTURES, VIDEO TAPE -- PERMISSION REQUIRED FOR ARTIFICIAL ILLUMINATION

RULE 34. No photographs, motion pictures, or video tapes that require the use of flash bulbs, electronic flashes, flood lights, or similar artificial illumination shall be made at City Council Meetings without the consent of the Presiding Officer or a majority of the Council. (Res. 525 S1, 1988).

AUDIO RECORDINGS OF MEETINGS

RULE 35. All meetings of the City Council should be recorded by the City Clerk on an audio recording device. (Res. 657, 1991, amended by Res. 1140, 2011).

VIDEO RECORDING AND BROADCAST

RULE 36. All public meetings of a quorum of the City Council not exempt from the Open Public Meetings Act held in the Des Moines City ~~Service Center Hall~~ at 21630 11th Avenue South should be video recorded and cablecast within the City. (Res. 772, 1994, amended by Res. 1140, 2011, amended by Res. 1189, 2012, amended by Res. 1356, 2017).

SPIRIT OF DES MOINES AWARD PROGRAM

RULE 37. It is the intent of the Des Moines City Council that a Spirit of Des Moines Awards Program be enacted by the Council to honor the commitment and dedication of its named recipients. Awards will be of two kinds; an annual award or lifetime achievement award. The awards shall be made in accordance with the Spirit of Des Moines Awards Policy and attached to these City Council Rules as Appendix A. (Res. 1140, 2011).

**REFERENCES TO DES MOINES MUNICIPAL CODE (DMMC) AND
REVISED CODE OF WASHINGTON (RCW)**

DMMC 4.04.010 Council Meetings - City Hall Location.

All meetings of the City Council shall be held at 21630 11th Avenue South, which is designated as the location of the City Hall, except that, when necessary, the City Council may hold meetings at other places.

DMMC 4.04.020 Council Meetings - Time.

(1) The regular meetings of the City Council are held every Thursday, with the meetings convening at 7:00 p.m.; except when the regular meeting date falls on a legal holiday the meeting is canceled and the City Council shall not meet.

(2) The Presiding Officer may cancel a regular meeting at the Presiding Officer's discretion as the business of the City Council requires; except the City Council shall meet at least once each month.

RCW 35A.12.050 and 12.060 Forfeiture of Office.

The office of a Mayor or councilmember shall become vacant if the person who is elected or appointed to that position fails to qualify as provided by law, fails to enter upon the duties of that office at the time fixed by law without a justifiable reason, or as provided in RCW 35A.12.060 or 42.12.010. A vacancy in the office of Mayor or in the council shall be filled as provided in chapter 42.12 RCW. An incumbent councilmember is eligible to be appointed to fill a vacancy in the office of Mayor. A Councilmember shall forfeit his office if he fails to attend three consecutive regular meetings of the Council without being excused by the Council.

RCW 35A.13.020 Election of Council ~~men~~members - Eligibility - Terms - Vacancies - Forfeiture of Office - Council Chair~~man~~.

In council-manager code cities, eligibility for election to the Council, the manner of electing council~~men~~members, the numbering of council positions, the terms of ~~councilmen~~councilmembers, the occurrence and the filling of vacancies, the grounds for forfeiture of office, and appointment of a Mayor pro tempore shall be governed by the corresponding provisions of RCW 35A.12.030, 35A.12.040, 35A.12.050, 35A.12.060 and 35A.12.065 relating to the council of a code city organized under the Mayor-council plan, except, that in council-manager cities where all council positions are at-large positions, the City Council may, pursuant to RCW 35A.13.033, provide that the person elected to council position one shall be the Council ~~chairman~~-Chair and shall carry out the duties prescribed by RCW 35A.13.030.

RCW 42.30.080 Special Meetings.

A special meeting may be called at any time by the Presiding Officer of the governing body of a public agency or by a majority of the members of the governing body by delivering written notice personally, by mail, by fax, or by electronic mail to each member of the governing body ~~;~~ and to each local newspaper of general circulation and to each local radio or television station which has on file with the governing body a written request to be notified of such special meeting or of all special meetings. Such notice must be delivered personally, by mail, by fax, or by electronic mail

~~at least twenty-four hours before the time of such meeting as specified in the notice. The call and notice shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meetings by the governing body. Such written notice may be dispensed with as to any member who at or prior to the time the meeting convenes files with the clerk or secretary of the governing body a written waiver of notice. Such waiver may be given by telegram, by fax, or electronic mail. Such written notice may also be dispensed with as to any member who is actually present at the meeting at the time it convenes.~~

Written notice shall be deemed waived in the following circumstances:

(a) A member submits a written waiver of notice with the clerk or secretary of the governing body at or prior to the time the meeting convenes. A written waiver may be given by telegram, fax, or electronic mail; or

(b) A member is actually present at the time the meeting convenes.

(2) Notice of a special meeting called under subsection (1) of this section shall be:

(a) Delivered to each local newspaper of general circulation and local radio or television station that has on file with the governing body a written request to be notified of such special meeting or of all special meetings;

(b) Posted on the agency's web site. An agency is not required to post a special meeting notice on its web site if it (i) does not have a web site; (ii) employs fewer than ten full-time equivalent employees; or (iii) does not employ personnel whose duty, as defined by a job description or existing contract, is to maintain or update the web site; and

(c) Prominently displayed at the main entrance of the agency's principal location and the meeting site if it is not held at the agency's principal location.

Such notice must be delivered or posted, as applicable, at least twenty-four hours before the time of such meeting as specified in the notice.

(3) The call and notices required under subsections (1) and (2) of this section shall specify the time and place of the special meeting and the business to be transacted. Final disposition shall not be taken on any other matter at such meetings by the governing body.

(4) The notices provided in this section may be dispensed with in the event a special meeting is called to deal with an emergency involving injury or damage to persons or property or the likelihood of such injury or damage, when time requirements of such notice would make notice impractical and increase the likelihood of such injury or damage.

RCW 42.30.090 Adjournments.

The governing body of a public agency may adjourn any regular, adjourned regular, special or adjourned special meeting to a time and place specified in the order of

adjournment. Less than a quorum may so adjourn from time to time. If all members are absent from any regular or adjourned regular meeting the clerk or secretary of the governing body may declare the meeting adjourned to a stated time and place. He/ or she shall cause a written notice of the adjournment to be given in the same manner as provided in RCW 42.030.080 for special meetings, unless such notice is waived as provided for special meetings. Whenever any meeting is adjourned a copy of the order or notice of adjournment shall be conspicuously posted immediately after the time of the adjournment on or near the door of the place where the regular, adjourned regular, special or adjourned special meeting was held. When a regular or adjourned regular meeting is adjourned as provided in this section, the resulting adjourned regular meeting is a regular meeting for all purposes. When an order of adjournment of any meeting fails to state the hour at which the adjourned meeting is to be held, it shall be held at the hour specified for regular meetings by ordinance, resolution, bylaw, or other rule.

RCW 42.30.110 Executive Sessions.

(1) Nothing contained in this chapter may be construed to prevent a governing body from holding an executive session during a regular or special meeting.

(a) To consider matters affecting national security;

(b) To consider the selection of a site or the acquisition of real estate by lease or purchase when public knowledge regarding such consideration would cause a likelihood of increased price;

(c) To consider the minimum price at which real estate will be offered for sale or lease when public knowledge regarding such consideration would cause a likelihood of decreased price. However, final action selling or leasing public property shall be taken in a meeting open to the public;

(d) To review negotiations on the performance of publicly bid contracts when public knowledge regarding such consideration would cause a likelihood increased costs;

(e) To consider, in the case of an export trading company, financial and commercial information supplied by private persons to the export trading company;

(f) To receive and evaluate complaints or charges brought against a public officer or employee. However, upon the request of such officer or employee, a public hearing or a meeting open to the public shall be conducted upon such complaint or charge;

(g) To evaluate the qualifications of an applicant for public employment or to review the performance of a public employee. However, subject to RCW 42.30.140(4), discussion by a governing body of salaries, wages, and other conditions of employment to be generally applied within the agency shall occur in a meeting open to the public, and when the governing body elects to take final action hiring, setting the salary or an individual employee or class of employees, or discharging or disciplining an employee, that action shall be taken in a meeting open to the public;

(h) To evaluate the qualifications of a candidate for appointment to elective office. However, any interview of such candidate and final action appointing a candidate to elective office shall be in a meeting open to the public;

(i) To discuss with legal counsel representing the agency matters relating to agency enforcement actions, or to discuss with legal counsel representing the agency litigation or potential litigation to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an

adverse legal or financial consequence to the agency;

This subsection (1)(i) does not permit a governing body to hold an executive session solely because an attorney representing the agency is present. For purposes of this subsection (1)(i), "potential litigation" means matters protected by RPC 1.6 or RCW 5.60.060(2)(a) concerning:

(i) Litigation that has been specifically threatened to which the agency, the governing body, or a member acting in an official capacity is, or is likely to become, a party;

(ii) Litigation that the agency reasonably believes may be commenced by or against the agency, the governing body, or a member acting in an official capacity; or

(iii) Litigation or legal risks of a proposed action or current practice that the agency has identified when public discussion of the litigation or legal risks is likely to result in an adverse legal or financial consequence to the agency;

(j) To consider, in the case of the state library commission or its advisory bodies, western library network prices, products, equipment, and services, when such discussion would be likely to adversely affect the network's ability to conduct business in a competitive economic climate. However, final action on these matters shall be taken in a meeting open to the public.

(k) To consider, in the case of the state investment board, financial and commercial information when the information relates to the investment of public trust or retirement funds and when public knowledge regarding the discussion would result in loss to such funds or in private loss to the providers of this information;

(l) To consider proprietary or confidential nonpublished information related to the development, acquisition, or implementation of state purchased health care services as provided in RCW 41.05.026;

(m) To consider in the case of the life sciences discovery fund authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information;

(n) To consider in the case of a health sciences and services authority, the substance of grant applications and grant awards when public knowledge regarding the discussion would reasonably be expected to result in private loss to the providers of this information.

(2) Before convening in executive session, the Presiding Officer of a governing body shall publicly announce the purpose for excluding the public from the meeting place, and the time when the executive session will be concluded. The executive session may be extended to a stated later time by announcement of the Presiding Officer.

RCW 42.30.140 Chapter Controlling - Application. If any provision of this chapter conflicts with the provisions of any other statute, the provisions of this chapter shall control: *Provided*, that this chapter shall not apply to:

(1) The proceedings concerned with the formal issuance of an order granting, suspending, revoking, or denying any license, permit, or certificate to engage in any business, occupation or profession or to any disciplinary proceedings involving a member of such business, occupation or profession, or to receive a license for a sports activity or to operate any mechanical device or motor vehicle where a license or registration is necessary; or

(2) That portion of a meeting of a quasi-judicial body which relates to a quasi-judicial matter between named parties as distinguished from a matter having general effect on the public or on a class or group; or

(3) Matters governed by ~~Title 35 RCW chapter 34.05 RCW, the administrative procedure act~~ the Administrative Procedure Act; or

(4)(a) Collective bargaining sessions with employee organizations, including contract negotiations, grievance meetings, and discussions relating to the interpretation or application of a labor agreement; or (b) that portion of a meeting during which the governing body is planning or adopting the strategy or position to be taken by the governing body during the course of any collective bargaining, professional negotiations, or grievance or mediation proceedings, or reviewing the proposals made in the negotiations or proceedings while in progress.

RCW 42.36.010 Local Land Use Decisions.

Application of the appearance of fairness doctrine to local land use decisions shall be limited to the quasi-judicial actions of local decision-making bodies as defined in this section. Quasi-judicial actions of local decision-making bodies are those actions of the legislative body, planning commission, hearing examiner, zoning adjuster, board of adjustment, or boards which determine the legal rights, duties, or privileges of specific parties in a hearing or other contested case proceeding. Quasi-judicial actions do not include the legislative actions adopting, amending, or revising comprehensive, community, or neighborhood plans or other land use planning documents or the adoption of area-wide zoning ordinances or the adoption of a zoning amendment that is of area-wide significance.

RCW 42.36.040 Public Discussion by Candidate for Public Office.

Prior to declaring as a candidate for public office or while campaigning for public office as defined by RCW 42.17 ~~A.020 (9) and (41)005~~ no public discussion by expression of an opinion by a person subsequently elected to a public office, on any pending or proposed quasi-judicial actions, shall be a violation of the appearance of fairness doctrine.

RCW 42.36.050 Campaign Contributions.

A candidate for public office who complies with all provisions of applicable public disclosure and ethics laws shall not be limited from accepting campaign contributions to finance the campaign, including outstanding debts; nor shall it be a violation of the appearance of fairness doctrine to accept such campaign contributions.

RCW 42.36.060 Quasi-judicial Proceedings - Ex Parte Communications Prohibited, Exceptions.

During the pendency of any quasi-judicial proceeding, no member of a decision-making body may engage in ex parte communications with opponents or proponents with respect to the proposal which is the subject of the proceeding unless that person:

- (1) Places on the record the substance of any written or oral ex parte communications concerning the decision of action; and
- (2) Provides that a public announcement of the content of the communication and of

the parties' rights to rebut the substance of the communication shall be made at each hearing where action is considered or taken on the subject to which the communication related. This prohibition does not preclude a member of a decision-making body from seeking in a public hearing specific information or data from such parties relative to the decision if both the request and the results are a part of the record. Nor does such prohibition preclude correspondence between a citizen and his or her elected official if any such correspondence is made a part of the record when it pertains to the subject matter of a quasi-judicial proceeding.

**REFERENCES TO RESOLUTION NO. ~~1070~~ 1118 POLICIES GOVERNING CITY
COUNCIL PARTICIPATION IN PUBLIC CONTRACTS**

1. Interlocal Agreements. Chapter 39.34 RCW requires the governing bodies of participating public agencies to take appropriate action by ordinance, resolution or otherwise before interlocal agreements may enter into force. All interlocal agreements should appear on the consent calendar, subject to removal in accordance with the City Council Rules of Procedure.

2. Franchise Agreements. Franchise agreements such as Comcast, PSE, water, sewer, and the like require City Council approval. Franchise agreements should be referred to an *Ad Hoc* Council Committee for the study and recommendation prior to presentation to the City Council for approval.

3. Public Works (small works roster).

(a) MRSC rosters. The City wishes to contract with the Municipal Research and Services Center of Washington (MRSC) to adopt for City use those state-wide electronic databases for small works roster and consulting services developed and maintained by MRSC and authorizes the City Manager to sign that contract. In addition, paper and/or electronic rosters may be kept on file by appropriate City departments.

(b) Small works rosters. The following small works roster procedures are established for use by the City pursuant to RCW 39.04.155:

(i) Cost. The City need not comply with formal sealed bidding procedures for the construction, building, renovation, remodeling, alteration, repair or improvement of real property where the estimated cost does not exceed ~~Two~~ Three Hundred Thousand Dollars (\$~~2300,000.00~~), which includes the costs of labor, material, equipment, and sales and/or use taxes as applicable. Instead, the City may use the small works roster procedures for public works projects as set forth herein. The breaking of any project into units or accomplishing any projects by phases is prohibited if it is done for the purpose of avoiding the maximum dollar amount of a contract that may be let using the small works roster process.

(ii) Publication. At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the roster or rosters and solicit the names of contractors for such roster or rosters. Responsible contractors shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a small works roster.

(iii) Telephone or written quotations. The City shall obtain telephone, written, or electronic quotations for public works contracts from contractors on the appropriate small works roster to assure that a competitive price is established and to award contracts to a contractor who meets the mandatory bidder responsibility criteria in RCW 39.04.350(1) and may establish supplementary bidder criteria under RCW 39.04.350(2).

(A) A contract awarded from a small works roster need not be advertised. Invitations for quotations shall include an estimate of the scope and nature of the work to be performed as well as materials and equipment to be furnished. However, detailed plans and specifications need not be included in the invitation.

(B) Quotations may be invited from all appropriate contractors on the appropriate small works roster. As an alternative, quotations may be invited from at least five (5) contractors on the appropriate small works roster who have indicated the capability of performing the kind of work being contracted, in a manner that will equitably distribute the opportunity among the contractors on the appropriate roster. "Equitably distribute" means that the City may not favor certain contractors on the appropriate small works roster over other contractors on the appropriate small works roster who perform similar services.

If the estimated cost of the work is from One Hundred Fifty Thousand Dollars (\$1050,000.00) to ~~Two-Three~~ Hundred Thousand Dollars (\$2300,000.00), the City may choose to solicit bids from less than all the appropriate contractors on the appropriate small works roster but must notify the remaining contractors on the appropriate small works roster that quotations on the work are being sought. The City has the sole option of determining whether this notice to the remaining contractors is made by:

- (1) Publishing notice in a legal newspaper in general circulation in the area where the work is to be done;
- (2) Mailing a notice to these contractors; or
- (3) Sending a notice to these contractors by facsimile or email.

(C) At the time bids are solicited, the City representative shall not inform a contractor of the terms or amount of any other contractor's bid for the same project.

(D) A written record shall be made by the City representative of each contractor's bid on the project and of any conditions imposed on the bid. Immediately after an award is made, the bid quotations obtained shall be recorded, open to public inspection, and available by telephone inquiry.

(c) Limited public works process.

(i) If a work, construction, alteration, repair, or improvement project is estimated to cost less than Thirty-Five Thousand Dollars (\$35,000.00), the City may award such a contract using the limited public works process provided under RCW 39.04.155(3). For a limited public works project, the City will solicit electronic or written quotations from a minimum of three (3) contractors from the appropriate small works roster and shall award the contract to the lowest responsible bidder as defined under RCW 39.04.010. After an award is made, the quotations shall be open to public inspection and available by electronic request.

(ii) For limited public works projects, the City may waive the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW, thereby assuming the liability for the contractor's nonpayment of laborers, mechanics, subcontractors, materialmen, suppliers, and taxes imposed under Title 82 RCW that may be due from the contractor for the limited public works project. However, the City shall have the right of recovery against the contractor for any payments made on the contractor's behalf.

(iii) The City shall maintain a list of the contractors contacted and the contracts awarded during the previous twenty-four (24) months under the limited public works process, including the name of the contractor, the contractor's registration number, the amount of the contract, a brief description of the type of work performed, and the date the contract was awarded.

(iv) Determining the lowest responsible bidder. The City Council shall

award the contract for the public works project to the lowest responsible bidder provided that, whenever there is a reason to believe that the lowest acceptable bid is not the best price obtainable, all bids may be rejected and the City may call for new bids. A responsible bidder shall be a registered and/or licensed contractor who meets the mandatory bidder responsibility criteria established by Chapter 133, Laws of 2007 (SHB 2010) and who meets any supplementary bidder responsibility criteria established by the City.

(v) Award. The City Manager or his designee shall present all telephonic quotations/bids, and recommendation for award of the contract to the lowest responsible bidder to the City Council. However, for public works projects under Fifty Thousand Dollars(\$50,000.00), the City Manager shall have the authority to award public works contracts without City Council approval. For public works projects over Fifty Thousand Dollars (\$50,000.00), the City Council shall award all public works contracts.

(c) Consulting services rosters.

(i) Consulting services. Consulting services are professional services that have a primarily intellectual output or product and include architectural and engineering services as defined in RCW 39.80.020.

(ii) Publication. At least once a year, on behalf of the City, MRSC shall publish in a newspaper of general circulation within the jurisdiction a notice of the existence of the consulting services roster or rosters and solicit statements of qualifications from firms providing consulting services. Such advertisements will include information on how to find the address and telephone number of a representative of the City who can provide further details as to the City's projected needs for consulting services. Firms or persons providing consulting services shall be added to appropriate MRSC roster or rosters at any time that they submit a written request and necessary records. The City may require master contracts to be signed that become effective when a specific award is made using a consulting services roster.

(iii) Professional architectural and engineering services. The MSRC rosters will distinguish between professional architectural and engineering services as defined in RCW 39.80.020 and other consulting services and will announce generally to the public the City's projected requirements for any category or type of professional or other consulting services. The City reserves the right to publish an announcement on each occasion when professional services or other consulting services are required by the agency and to use paper and/or other electronic rosters that may be kept on file by appropriate City documents.

4. Public Works (Subject to Bid). Public work projects exceeding \$200,000 are subject to bid laws and shall be processed in accordance with the Revised Code of Washington. After opening of bids, results shall be submitted to the Council Committee of origin for study and recommendation prior to being presented to the City Council for approval and if there is no Council Committee of origin, shall be considered by the Council as a whole. Action taken by the City Council in awarding the bid and directing the City Manager to sign contracts should include authority granted to the City Manager to expend funds in the amount of the bid award plus ten percent.

5. Purchase of Supplies, Material, Equipment, and Non-Professional Services. For code cities of a population of 20,000 or greater there are no bidding requirements for purchases of supplies, material, equipment, or services which are not purchased in connection with a public work. For such purchases, the City Manager shall adopt written guidelines, subject to City Council approval, to ensure that purchases are made at the lowest possible price from a responsible vendor.

6. Architectural and Engineering Services. Chapter 39.80 RCW provides that in selecting architect and engineer consultants the City shall conduct discussions with one or more firms and shall select the firm deemed the most highly qualified to provide the services required for the proposed project. The Attorney General of the State of Washington has issued an opinion precluding cities from considering price when selecting architects and engineers, except for a final price negotiation after the most qualified architect or engineer has been selected. The following process shall govern awarding of contracts to architects or engineers:

- (a) The City Manager shall advertise the architectural and engineering requirements;
- (b) The City Manager shall thereafter enter into discussion with several firms and select the most qualified architect or engineer;
- (c) The City Manager shall then negotiate the scope of work and price with the architect or engineer selected; and
- (d) If the contract amount does not exceed \$250,000 and has been previously budgeted, the City Manager shall be authorized to sign a contract for such services without approval by the City Council or any committee thereof. If the contract amount exceeds \$250,000, the Contract should appear on the consent calendar, subject to removal in accordance with the City Council Rules of Procedure.
- (e) In case of a disaster, emergency, or immediate City need, including assistance on Capital Improvement Program projects and general engineering services previously approved by the Council, the City Manager shall be authorized to sign Task Order Assignments on multi-year "on-call" civil engineering services consultant contracts, which have been previously approved by the Council for services if the Task Order Assignment does not exceed \$50,000.
- (f) The City Manager shall, as part of the City Manager's monthly report, provide the City Council with a list of contracts with consultants that have been approved by the City Manager pursuant to this resolution.
- (g) The City Manager shall not allow task order assignments for a specific single project that cumulatively add up to an amount greater than \$50,000.00 without being approved by the City Council.

7. Leases of City Real Property. Leases of City real property are subject to review and approval by the City Council. The Mayor shall have discretion to submit any such lease to a standing or ad hoc committee for study and recommendation prior to being presented to the City Council for approval.

8. Contracts for General Professional Services. Contracts for general professional services, which do not involve architects or engineers, are not subject to the bid laws of the State of Washington. Examples of such services are computer consultants, financial consultants, management consultants, and the like. The process for awarding general professional services contracts shall be as follows:

- (a) The City Manager shall research the persons and firms that are available to such professional services, taking into consideration recommendations from any source.
- (b) The City Manager shall then negotiate a contract with the party selected, including scope of work and price.

~~(c) If the contract amount does not exceed \$20,000 and has been previously budgeted, the City Manager shall be authorized to sign a contract for such services without the approval by the City Council or any committee thereof.~~ If the contract amount exceeds \$250,000, the contract should appear on the consent calendar, subject to removal in accordance with the *City Council Rules of Procedure*.

9. Administrative Contracts. Administrative contracts are contracts which do not fall into any other category described in this rule, and are for services previously budgeted by the City Council. Examples of administrative contracts are agreements with the Sexual Assault Center, VanGo, Senior Nutrition, D.A.W.N., and the like. The City Manager is authorized to execute administrative contracts, and the same shall not be subject to approval by the City Council or any committee thereof.

APPENDIX A

THE SPIRIT OF DES MOINES AWARDS PROGRAM POLICY

The spirit of any community is its citizens, community leaders, volunteers and donors. We are all bettered by the commitment and dedication they exhibit in keeping or enhancing those things that make the City of Des Moines special to us. We are remiss if we don't, from time to time, acknowledge those efforts. That is the impetus behind the Spirit of Des Moines Awards.

PURPOSE

The Spirit of Des Moines Award is given to publicly acknowledge the efforts and accomplishments of individuals' civic and community service to the betterment of the community of Des Moines, Washington – both over the course of a year, and over a lifetime.

ELIGIBILITY

Up to two individuals may be acknowledged in both the annual award, and lifetime award categories. Nominees for the award need not be Des Moines residents, but must have shown a consistent commitment and dedication to the betterment of Des Moines. Any person is eligible for the annual Spirit of Des Moines Award. Any person is eligible for the lifetime Spirit of Des Moines Award who has demonstrated at least two decades of civic and community service, or who has performed an extraordinary service to the community with long-lasting implications. An annual award recipient is eligible to be considered for future Spirit of Des Moines awards. A lifetime award recipient is ineligible to be considered for future Spirit of Des Moines awards.

NOMINATIONS

In September of each year, the community shall be solicited for nominees for the annual and lifetime Spirit of Des Moines Awards. Nominations shall be reviewed by a community-based review committee, and finalists will be chosen based on the eligibility criteria and any materials submitted to support the nomination. There will be at least two finalists for each position.

REVIEW COMMITTEE

A community-based review committee shall be established to review nominations from the community for the Spirit of Des Moines Awards. The review committee shall have no more than nine (9) members, and no fewer than five (5) members. The members of the review committee, who must be residents of Des Moines, shall be chosen from a cross-section of the Des Moines community – both geographically and in terms of the activities of the community. The Mayor and one other Des Moines City Councilmember shall serve on the committee, and the Mayor will be entrusted with choosing the remaining committee members. Neither elected official shall chair the review committee. Meeting notes shall be taken by the review committee, and those notes shall be kept and maintained by the City of Des Moines.

REVIEW PROCESS

Nominations are solicited from the community in September each year. The review committee shall meet no later than October 15th, and finalists shall be chosen by the committee no later than November 1st. Recipients shall be chosen by the Council from the group of finalists.

PUBLIC ACKNOWLEDGEMENT

The Spirit of Des Moines Awards shall be given out at a public meeting or event by the Mayor, no later than the middle of November each year. The physical awards reflect the connection of Des Moines, Washington to Puget Sound, and the official City of Des Moines theme of “the Waterland Community”.

CONTRIBUTIONS AND SPONSORSHIPS

Contributions and sponsorships may be solicited to offset the cost of presenting the Spirit of Des Moines Awards. Any funds collected in excess of the direct cost of presenting the awards shall be shared equally among Award recipients, and given as donations in their name to a local charity of their choosing.

ORGANIZATION AWARD

An honorary award may be given each year, at the recommendation of the review committee, to recognize the activities of an organization that has demonstrated a consistent commitment and dedication to the betterment of Des Moines.

(Res. 1140, 2011).

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Marina Paid Parking and Traffic
Impacts in the Marina District

FOR AGENDA OF: March 9, 2017

DEPT. OF ORIGIN: Marina & Engineering

DATE SUBMITTED: March 2, 2017

ATTACHMENTS:

1. Marina District Neighborhood Concerns/Comments – 9/22/16
2. Marina Paid Parking Staff Response – 11/9/16
3. Marina District Neighborhood Comments – 11/17/16
4. Marina District Neighborhood Comments – 1/5/17

For Information Only
(No Staff Presentation will be provided)

5. Draft Operations Plan for Pay Parking at the Marina
6. Draft Parking Rates / Fees

CLEARANCES:

- [] Community Development _____
 [] Marina _____
 [] Parks, Recreation & Senior Services _____
 [X] Public Works PPC

CHIEF OPERATIONS OFFICER: DSB

- [] Legal T6
 [] Finance _____
 [] Courts _____
 [] Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to provide the City Council recommendations on mitigation measures for potential traffic and parking impacts in the neighborhoods adjacent to the Marina. This agenda item is for discussion and information purposes only, and no motion is suggested.

Background

At the Council meeting on November 17, 2016, City staff gave the Council an overview of the proposed operating plan for the parking lots in the Marina and Beach Park. The presentation included a draft proposal for the hourly rates for parking in addition to fees to be charged for annual access cards for frequent users, residents of the City and some commercial users. Staff also told the Council that the time sensitive issue was getting the equipment ordered and that they would bring the rate and mitigation discussion back to the Council after the new year. At this time the equipment contract has been approved and the equipment ordered and this presentation contains the staff's recommendations for both the rates and the traffic and parking mitigation measures.

At the September 22, 2016 Council meeting, the Council also heard from residents of the surrounding neighborhoods that expressed their concerns that pay parking in the Marina and Beach Park may have a negative impact on traffic and parking on 6th Avenue South (Attachment 1). City Staff provided a comprehensive response to the concerns on November 9, 2016 (Attachment 2), speaking to each item noted in the September 22, 2016 comment letter. Residents submitted follow-up letters on November 17, 2016 (Attachment 3), and January 5, 2017(Attachment 4).

At the January 19, 2017 Council meeting, the Council gave staff direction to set the parking rates (Attachment 5) and bring back a corresponding Ordinance. On February 16, 2017 the Council adopted Draft Ordinance 16-165 establishing the City Manager's authority to set parking rates in the Marina, defining prohibiting acts, and updating the Marina parking code to allow for pay parking.

Discussion

During the January 19, 2017 Council meeting, the staff was directed to bring back for discussion the potential traffic and parking mitigation measures for discussion at a later date. The staff will discuss these potential traffic and parking mitigation measures at the March 9, 2017 Council meeting. The discussion will be focused on the current planned mitigation measures being taken and response and clarification to three specific areas of continued concern; 1) Perceived inconsistency in speed limits. 2) Speed limits in the Marina and Beach Park. 3) Overflow parking impacts on 6th Ave South.

The current Draft of the Operations Plan for Pay Parking at the Marina is provided as Attachment 5, and the current Draft of the Rates is provided as Attachment 6. These are provided for information purposes only, and staff will not be providing a presentation on these items at the March 9, 2017 Council meeting. However, if the Council has questions on these items staff will be available.

Financial Impact

The staff's estimate for net revenues from pay parking in the Marina and Beach Park this year is about \$50,000 which will add to the Waterfront Zone ending fund balance. Since pay parking is a new program it is difficult to determine the revenues and expenses for this year, but staff feels that their estimates are conservative.

The financial impact of the parking and traffic mitigation are dependent on ultimate direction given by the Council. Future discussions may be warranted based on the outcome of the March 9, 2017 meeting.

Attachment #1

Bill Linscott - Des Moines Resident
 Comments to Des Moines City Council

Marina & Beach Park Paid Parking Implementation
Request for Neighborhood Traffic & Parking Mitigation Actions

September 22, 2016

227th – Add three-way stop sign at intersection of 227th and 6th Avenue South.

Rationale: Slows traffic in all directions. This will also stop incoming traffic to allow drivers time to read signage regarding the Marina Paid Parking area they are about to enter. It enables the drivers to turn on 6th if they do not want to go into the Marina's parking area. Otherwise, they are committed to entering the paid parking process to turn around and come back out.

227th and 6th Avenue South – Add signage: Add the "Welcome to Marina" signage; identify controlled parking areas (parking fee required in Marina): "Welcome to Anthony's Restaurant" signage noting *customer parking validated*. Marina businesses provide validation for customers and suppliers only.

Rationale: Inform drivers before they get into the controlled parking lot that they are about to enter the Marina, where paid parking will be required. It also informs them that if they are customers or suppliers to the businesses located in the Marina, there is parking validation available at the business or Marina Office. In addition, it will state the closing time of the Marina (5am- 10pm) with a "No Loitering" reminder when closed.

6th Avenue South – Add signage: "No Parking This Side – Residents Only:" Add signage along both sides of 6th Avenue from 227th at the south end – to – 221st at the north end. (This is similar to what was done around the Highline College neighborhoods.)

Rationale: Prevents people who are headed to the Marina or Beach Park from parking in the residential areas just to avoid paid parking. It allows residents and businesses to retain parking space for their residential or business usage. It also ensures a strong City revenue stream from those who are using/visiting the Marina and Beach Park.

6th Avenue South: Add four-way stop to intersection at 223rd. Add four-way stop at 222nd.

Rationale: Slow traffic at the north entrance/exit of the Marina and Beach Park area. This is a high pedestrian area for walkers, with only one narrow sidewalk on 223rd, 5th Avenue and Cliff Avenue. It is also an area with great potential for congestion (people and autos).

Establish consistency of speed limits:

- **On 223rd, west of 6th Avenue – Reduce speed limit to 15 MPH.** (Currently 25 MPH, slowing at curve to 20 and 15 MPH going down the hill)
- **On 222nd, west of 6th Avenue and on 5th Avenue – Reduce speed limit to 10 MPH.** (Currently 10 MPH going down to the Marina and Park, and 15 MPH going up the hill on 5th to 222nd)
- **Cliff Avenue – Reduce speed limit to 15 MPH.** (Currently 25 MPH, slowing at curve to 20 and 15 MPH going down the hill)

Rationale: Slow traffic passing through Outlook Park, followed immediately by the Beach Park area. This is a high pedestrian area for walkers, with narrow sidewalks or pathways on the side of 223rd, 5th Avenue and Cliff Avenue. It is also an area where several curves have poor visibility and great potential for congestion of people and vehicles. Slower speeds are appropriate, as these streets literally intersect the City's Outlook Park I and Outlook Park II.

Parking Lots at the Marina and Beach Park – Reduce speed limit to 10 MPH. (Currently there is inconsistency – at 20 MPH, 15 MPH and 10 MPH.)

Rationale: Establish consistent speed limits and slow traffic passing through parking areas. These slower speeds are justified, as there is significant congestion with pedestrians, vehicles and boats.

Paint new arrows and speed limit on parking lot fairways.

Rationale: Make traffic path and speed limit more obvious.

6th and 7th Avenue Safety Concerns: With the paid parking plan, there will be two separate entrances to the waterfront area. A south entrance primarily serving Marina tenants, Anthony's restaurant, and the Marina's boating businesses. A north entrance which services the Marina public docks, pier and the Beach Park. Dock Avenue, which connects the south and north lots, will be closed. This will cause 6th Avenue and 7th Avenues to become replacement corridors for north to south traffic. 7th Avenue is a finished street (curbs, sidewalks, crosswalks), and will have an influx of pedestrians in the coming year. The speed limit is 30 MPH. 6th Avenue has a few curbs and sidewalks, but no painted sidewalks. It is clearly unfinished at this point in time. 6th Avenue has no posted speed; therefore, assumed to be 25 MPH. The same is true with connecting streets between 6th and 7th Avenues.

The following would improve safety in this area:

7th Avenue: Reduce speed to 25 MPH. Install "blinking" crosswalk lights at crosswalks

Rationale: Slow traffic passing through an area that is increasing in traffic volume and more density with its pedestrian population.

6th Avenue: Reduce speed to 20 MPH; Paint crosswalks at corners of 227th, 226th and 222nd.

Rationale: Slow traffic in a high pedestrian area. The street has a great deal of head-in parking and in some cases vehicles protrude into the street itself. The curbs and sidewalk are partially finished, which makes a challenging pedestrian path. With the closure of Dock Avenue, this will become the primary north/south pathway between waterfront accesses. It will have increased traffic and more density with its pedestrian population from planned development on adjacent streets (7th Avenue and 226th).

5th Avenue and Cliff Avenue Intersection: Add *No Right Turn* sign from 5th Avenue to Cliff Avenue (going down); and *No Left Turn* sign from Cliff Avenue to 5th Avenue (going up). An alternative to this is closing off 5th Avenue as a dead end just before Cliff Avenue. Something we understand was previously considered some time ago.

Rationale: The sharpness of the turn and the ability to see around the corner is a safety concern.

Alley Ways: Add 10 MPH speed limit signs and *No Parking Any Time* signs to both sides of alley ways.

Rationale: Currently no posted speed limit, yet needs to be slow. The alley ways are readily used for access to residential parking areas. In addition, new residential and business development will increase traffic in these alley ways. Additionally, those looking to avoid paying for parking in the Marina will find alley ways to be an opportunity for parking. Also, these alley ways provide critical access for emergency vehicles.

Speed Bumps or Small Roundabouts: Consider speed bumps or roundabouts as a method to reduce speed on 6th Avenue and 227th. **Rationale:** Encourage adherence to 20 MPH speed limit postings.

Add Turn Lane on 227th: Add turn lane on 227th to enable large vehicle service and delivery access to Mariner Manor Condominium.

Rationale: Enable large vehicle access for delivery and services and avoid traffic congestions.



Transportation Engineering

DATE: November 9, 2016

TO: Michael Matthias, City Manager
Daniel J. Brewer, P.E., P.T.O.E. PBPW Director

FROM: R. Brandon Carver, P.E., P.T.O.E., Engineering Services Manager *RBC*

SUBJECT: Marina Paid Parking – 9/22/16 City Council Meeting Input

This memo serves to provide a comprehensive response to the concerns brought forward to the City Council on 9-22-16 by Mr. Bill Linscott. In addition to the letter and comments received on the 22nd, I had an opportunity to participate in a field visit with Mr. Linscott on 9-28-16 in order to understand the context of the comments and concerns.

Below are the written concerns brought forth by Mr. Linscott as representative of the Marina District Citizen Advisory Committee. I've attempted to break out the concerns and respond to each one. I've numbered each concern for reference.

1) 227th – Add three-way stop sign at intersection of 227th and 6th Avenue South.

Rationale: Slows traffic in all directions. This will also stop incoming traffic to allow drivers time to read signage regarding the Marina Paid Parking area they are about to enter. It enables the drivers to turn on 6th if they do not want to go into the Marina's parking area. Otherwise, they are committed to entering the paid parking process to turn around and come back out.

Staff Response:

Staff is strongly considering this request from the standpoint of the potential traffic pattern shift as Dock Ave would not be a "thru" street with the implementation of the paid parking changes. Additionally, the intersection of 227th and 6th represents a logistical location for westbound traffic to make a decision about proceeding west of 6th Avenue South and entering a paid only parking lot. Implementation of a traffic control change to all-way stop could be concurrent with the initiation of the paid parking project. Staff is still evaluating this potential traffic control revision.

2) 227th and 6th Avenue South – Add signage: Add the "Welcome to Marina" signage; identify controlled parking areas (parking fee required in Marina): "Welcome to Anthony's Restaurant" signage noting customer parking validated. Marina businesses provide validation for customers and suppliers only.

Rationale: Inform drivers before they get into the controlled parking lot that they are about to enter the Marina, where paid parking will be required. It also informs them that if they are

customers or suppliers to the businesses located in the Marina, there is parking validation available at the business or Marina Office. In addition, it will state the closing time of the Marina (5am- 10pm) with a “No Loitering” reminder when closed.

Staff Response:

If the intersection of 227th and 6th Avenue was converted to an all-way stop, providing informational signage at the northwest corner of this intersection may capitalize on the opportunity to inform the public of the paid parking availability and other services. Staff will work toward implementing such signage in partnership with local businesses, and perhaps in conjunction with the Marina District “Way Finding Signing” project being sponsored by Seattle Southside RTA.

3) 6th Avenue South – Add signage: “No Parking This Side – Residents Only:” Add signage along both sides of 6th Avenue from 227th at the south end – to – 221st at the north end. (This is similar to what was done around the Highline College neighborhoods.)

Rationale: Prevents people who are headed to the Marina or Beach Park from parking in the residential areas just to avoid paid parking. It allows residents and businesses to retain parking space for their residential or business usage. It also ensures a strong City revenue stream from those who are using/visiting the Marina and Beach Park.

Staff Response:

Adding “No Parking – Residents Only” is a potential parking mitigation tool, should overflow parking from the Marina occur. Typically, preservation of parking in the right-of-way for residents only has been a reactive response to a confirmed problem and not used for a “potential concern”. It is the intent of the City Municipal Code and development policies that all residences (single or multi-family) have adequate on-site parking for tenants and guests, as well as provisions for guest parking. Based on observed right-of-way parking today, there may be some properties that are not providing all tenant parking off-street. Another potential and more practical tool that the City has to address the potential for parking overflow is the ability to manage the price point of the parking fee to the level that most if not all legitimate marina parking lot users are willing to pay.

While staff understands the concern about parking on 6th Avenue, at this point there is no reason to believe that the impacts of parking overflow will be significant. Staff’s recommendation at this point is to keep both of the tools mentioned above ready to implement if the need should arise. We will evaluate potential parking concerns on 6th Avenue throughout 2017, and take appropriate actions if determined to be necessary.

I do want to mention that the “No Parking – Residents Only” signage has enforcement challenges and is primarily complaint driven. Sometimes there are legitimate guest use of the right-of-way that is ticketed because the registered owner of said vehicle is not the address where they are parking.

4) 6th Avenue South: Add four-way stop to intersection at 223rd. Add four-way stop at 222nd.
Rationale: *Slow traffic at the north entrance/exit of the Marina and Beach Park area. This is a high pedestrian area for walkers, with only one narrow sidewalk on 223rd, 5th Avenue and Cliff Avenue. It is also an area with great potential for congestion (people and autos).*

Staff Response:

Staff is strongly considering this request from the standpoint of the potential traffic pattern shift as Dock Ave would not be a “thru” street with the implementation of the paid parking changes. Additionally, the intersection of 223rd and 6th represents a logistical location for westbound traffic to make a decision about proceeding west of 6th Avenue South and entering a paid only parking lot. Implementation of a traffic control change to all-way stop could be concurrent with the initiation of the paid parking project. Staff is still evaluating this potential traffic control revision.

5) Establish consistency of speed limits:

- ***On 223rd, west of 6th Avenue – Reduce speed limit to 15 MPH. (Currently 25 MPH, slowing at curve to 20 and 15 MPH going down the hill)***
- ***On 222nd, west of 6th Avenue and on 5th Avenue – Reduce speed limit to 10 MPH. (Currently 10 MPH going down to the Marina and Park, and 15 MPH going up the hill on 5th to 222nd)***
- ***Cliff Avenue – Reduce speed limit to 15 MPH. (Currently 25 MPH, slowing at curve to 20 and 15 MPH going down the hill)***

Rationale: *Slow traffic passing through Outlook Park, followed immediately by the Beach Park area. This is a high pedestrian area for walkers, with narrow sidewalks or pathways on the side of 223rd, 5th Avenue and Cliff Avenue. It is also an area where several curves have poor visibility and great potential for congestion of people and vehicles. Slower speeds are appropriate, as these streets literally intersect the City’s Outlook Park I and Outlook Park II.*

Staff Response:

Speed limits on South 223rd west of 6th, South 222nd west of 6th, 5th Ave, and Cliff Ave are posted at 25 mph. The City has placed curve warning signs based on the geometry at each specific curve and guidelines from the Manual on Uniform Traffic Control Devices (MUTCD), which is the federal document that provides traffic control guidance nationwide in applying traffic signs, specifically regulatory and warning signs. Staff had a speed study conducted on Cliff Ave near 5th Ave during the last week of September this year. The results showed average speeds of 16.7 mph for northbound and 17.6 mph southbound (uphill). The 85th percentile speeds, which are used in setting appropriate speed limits, were found to be 19.8 mph for northbound and 21.1 mph for southbound (uphill). These results are very reasonable for the current posted speed limit and also reflect the existing curve warning advisory signs effect. Corridor accident history was also reviewed for the last 5 years on Cliff Ave/223rd west of 6th and there were no reported collisions. Therefore, staff is not recommending any changes to the posted speed limit. Conversion of 6th Ave South/223rd Street to an all-way stop would likely have an effect on the speeds for southbound (uphill) traffic as vehicles would need to be preparing to stop at 6th Ave S eastbound. The City does have a capital improvement project to build sidewalks on the north and south side of 223rd west of 6th Ave South. This pedestrian improvement would serve pedestrians walking to the Marina/Beach Park and Overlook Park I.

6) Parking Lots at the Marina and Beach Park – Reduce speed limit to 10 MPH. (Currently there is inconsistency – at 20 MPH, 15 MPH and 10 MPH.)

Rationale: Establish consistent speed limits and slow traffic passing through parking areas. These slower speeds are justified, as there is significant congestion with pedestrians, vehicles and boats.

Staff Response:

The City Council has set the speed limit for both the Beach Park and the Marina in the Des Moines Municipal Code. Here is the official language:

10.20.030 Marina speed limit.

The maximum speed limit in the Des Moines Marina is 20 miles per hour when signs are erected giving notice of such speed limit. [Ord. 1455 § 3, 2009; Ord. 1053 § 9, 1993.]

10.20.040 Beach Park speed limit.

The maximum speed limit in the Des Moines Beach Park is 20 miles per hour when signs are erected giving notice of such speed limit. [Ord. 1455 § 4, 2009.]

There is consistency in the posted speed limit for both the Marina and Beach Park. The intent is that this limit is applied to the roadways (Dock Ave in the Marina, and the road leading to the back/bridge in the Beach Park). There are additional warning signs installed adjacent to speed bumps on Dock Ave and the Beach Park road which appropriately warn motorists of the vertical profile change and to adjust their speed accordingly. No changes are recommended by staff.

7) Paint new arrows and speed limit on parking lot fairways.

Rationale: Make traffic path and speed limit more obvious.

Staff Response:

It is my understanding that with the planned marina paid parking implementation, there will be some modification of the Marina lots which in part include changing travel directions. Corresponding arrows will likely be installed as a part of these changes to provide additional guidance for vehicles in both lots.

8) 6th and 7th Avenue Safety Concerns: *With the paid parking plan, there will be two separate entrances to the waterfront area. A south entrance primarily serving Marina tenants, Anthony's restaurant, and the Marina's boating businesses. A north entrance which services the Marina public docks, pier and the Beach Park. Dock Avenue, which connects the south and north lots, will be closed. This will cause 6th Avenue and 7th Avenues to become replacement corridors for north to south traffic. 7th Avenue is a finished street (curbs, sidewalks, crosswalks), and will have an influx of pedestrians in the coming year. The speed limit is 30 MPH. 6th Avenue has a few curbs and sidewalks, but no painted sidewalks. It is clearly unfinished at this point in time. 6th Avenue has no posted speed; therefore, assumed to be 25 MPH. The same is true with connecting streets between 6th and 7th Avenues.*

The following would improve safety in this area:

7th Avenue: Reduce speed to 25 MPH. Install "blinking" crosswalk lights at crosswalks

Rationale: Slow traffic passing through an area that is increasing in traffic volume and more density with its pedestrian population.

Staff Response:

Staff has not performed a recent speed study on 7th Ave South. Before recommending any changes to the speed limit, staff would need to time to collect that data. A speed study for 7th Ave South will be scheduled for the spring of 2017 in order to get an accurate and reflective data sample of the typical speeds on 7th Ave South. The “blinking” lights or Rectangular Rapid Flashing Beacon (RRFB) lights can be an effective crossing enhancement when there is relatively heavy traffic volumes and limited gaps in traffic for pedestrian crossings to occur. These lights were installed at five locations on MVD due to the relatively high vehicle volumes and pedestrian need to cross MVD. These vehicle and pedestrian volume characteristics do not currently exist on 7th Ave South. Staff will continue to monitor vehicle operations and pedestrian safety.

9) 6th Avenue: Reduce speed to 20 MPH; Paint crosswalks at corners of 227th, 226th and 222nd.

Rationale: Slow traffic in a high pedestrian area. The street has a great deal of head-in parking and in some cases vehicles protrude into the street itself. The curbs and sidewalk are partially finished, which makes a challenging pedestrian path. With the closure of Dock Avenue, this will become the primary north/south pathway between waterfront accesses. It will have increased traffic and more density with its pedestrian population from planned development on adjacent streets (7th Avenue and 226th).

Staff Response:

Staff would propose to conduct a speed and volume study following the Marina Paid Parking project before making comment on the existing speed limit of 25 mph or the pedestrian crossing opportunities at the intersections of 226th and 222nd. As a part of the all-way stop conversions at 227th/6th and 223rd/6th, installing marked crosswalks could be included in these traffic control changes.

10) 5th Avenue and Cliff Avenue Intersection: *Add No Right Turn sign from 5th Avenue to Cliff Avenue (going down); and No Left Turn sign from Cliff Avenue to 5th Avenue (going up). An alternative to this is closing off 5th Avenue as a dead end just before Cliff Avenue. Something we understand was previously considered some time ago.*

Rationale: The sharpness of the turn and the ability to see around the corner is a safety concern.

Staff Response:

Staff has conceptually considered this option and plans to propose this project as a potential new project to be added to the City’s Transportation Improvement Plan. Every year, the Council sets the project priorities based on public and staff input. While it is undesirable, it is not illegal to cross the centerline to complete a turn. Collision history was reviewed at 5th/Cliff since 2010 and there were no reported collisions/incidents. Staff is willing to look at what could be done as an interim traffic control change using signs and tubular delineators to restricting the right turn from 5th to Cliff and the left turn from Cliff to 5th. The restriction of the right turn from Cliff to 5th would impact the condominium property and staff needs an opportunity to fully review the potential impacts to this property with the turn restriction.

11) Alley Ways: Add 10 MPH speed limit signs and No Parking Any Time signs to both sides of alley ways.

Rationale: Currently no posted speed limit, yet needs to be slow. The alley ways are readily used for access to residential parking areas. In addition, new residential and business development will increase traffic in these alley ways. Additionally, those looking to avoid paying for parking in the Marina will find alley ways to be an opportunity for parking. Also, these alley ways provide critical access for emergency vehicles.

Staff Response:

The alleys in the Marina District lie in 20 foot wide rights-of-way. The City does recognize that these alleys are used for residential access and business access for properties between 6th and 7th. Typically, traffic operates at speeds commiserate with the roadway conditions. Staff has not observed nor heard from residents in the past that speeding or perceived speeding is a concern for the alleyways. Staff will continue to monitor operations in alleyways and enforce the No Parking restrictions as needed.

12) Speed Bumps or Small Roundabouts: Consider speed bumps or roundabouts as a method to reduce speed on 6th Avenue and 227th

Rationale: Encourage adherence to 20 MPH speed limit postings.

Staff Response:

227th and 6th Avenue are classified as Neighborhood collector roads in the City's Comprehensive Transportation Plan. Speed bumps are occasionally installed on this type of roadway classification if there is a demonstrated speeding concern. Staff is willing to review traffic speeds on 227th and 6th in the spring of 2017 and make recommendations based on the data. Another potential tool to address speeding concerns that is more suitable for Neighborhood Collector facilities is the use of radar feedback signs which in part provide a 24/7 presence and have shown to effectively reduce the 85th% speeds 2-3 mph permanently.

13) Add Turn Lane on 227th: Add turn lane on 227th to enable large vehicle service and delivery access to Mariner Manor Condominium.

Rationale: Enable large vehicle access for delivery and services and avoid traffic congestions.

Staff Response:

There is a default refuge area just west of the traffic median on 227th prior to the Mariner Manor Condominium that serves as spot for westbound vehicles to wait to turn into the Condominium complex. Staff understands that there will be a grace period for parking within a short time period that would allow delivery vehicles the option of momentarily using the parking lot while they coordinate delivery and access to the condo complex.

Attachment #3

Bill Linscott – Des Moines Resident
Comments to Des Moines City Council
November 17, 2016

We appreciate the attention given by the City to the Marina District Neighborhood recommendations for Paid Parking Mitigation Actions. The efforts by Joe Dusenbury and Brandon Carver have been outstanding in seeking to understand our concerns and to address them. Of the 13 specific mitigation actions requested:

- Four and one-half (4 ½) are **supported** for action. (#1, 2, 4, 7, and half of 9).
- Five and one-half (5 ½) are **deferred** for further study or monitoring. (#3, 8, half of 9, 10, 11, and 12). Any action plan is yet to be determined.
- Three (3) are **not accepted** or deemed necessary. (#5, 6, and 13).

I would like the City Council to weigh in on three of these determinations for reconsideration and acceptance:

Actions #5 and #6 -Not Accepted/Unnecessary

Both these actions deal with speed limits in the Marina, Beach Park and the roads immediately approaching the entry to these locations. Our original request to have a consistent lower speed in these areas is based on the high density of people and vehicles. The yellow warning signs would show the pedestrian walker/biker and a speed of 15 MPH. Speed bumps to be marked at 10 MPH. The staff explanation for not accepting these actions was “based on geometry at each specific curve and guidelines from the Manual on Uniform Traffic Control Devices (MUTCD).” While this may be correct in determining the vehicles capability for being able to safely make the curve, it ignores the real concern we have for high density of pedestrians, comingled with high volume of traffic in a defined recreational area with a variety of activities. The pedestrian vehicle congestion risk is a concern of the City’s Harbormaster and the Parks and Recreation Director. Both support the neighborhood’s request for this recommended action. With these concerns being expressed, we believe the Staff Traffic Engineer has authority to apply “engineering judgement” to the environmental setting rather than the geometry of the moving vehicle in traffic to achieve a correct and better result for this area of the City.

We believe this action should be taken concurrent with implementation of paid parking.

Action 3 - Deferred

This action deals with the “No Parking –Residents Only” signage on 6th Avenue and adjacent streets. (This approach is identical to residential areas around Highline College and the District Pool.) The Staff recommendation is to defer

implementation of this action until there is an actual demonstration this is a problem. If it is confirmed as a problem, they support deployment of signage.

Today, without paid parking, the neighborhood has incidental parking on 6th Avenue for those visiting the Marina. This occurs primarily at the top of the public stairs next to the Waterford Condo, and at the south end of 6th along the small park at the entrance to the Marina. Other events at the park or Marina also bring incidental parking to this area.

Last night in the Harbormaster's public meeting, several individuals wanted to know where they had to go in the neighborhood to find free parking.

There is no doubt there will be significant parking on 6th Avenue as people try to avoid paying for parking at the Marina. The neighborhood request is identical to actions taken elsewhere for the same type of impact. In addition, implementing this action concurrent with paid parking provides two other benefits to the City:

- (1) *It benefits the City's revenue stream.* Those coming to enjoy the Marina and Beach Park are specifically those individuals we want supporting funding these areas through paid parking. They should not be accommodated on the adjacent streets for "free."

There are approximately 236 parking spots on 6th Avenue and those cross streets leading to the Marina. With a "first come - first serve" availability, there is both an impact to the City's revenue stream, and to the people living in approximately 468 condo/apartment units on these streets. This does not include the 130 units soon to be open at Adrianna.

The parking signage should begin with implementation of paid parking.

- (2) There is something to be said for having the basic paid parking structure, the supporting signage, and public communications (announcements/instructions) in place for "Day One" operations. When people come to the Marina and Beach Park after implementation, it should look and feel different. Stop signs, speed limit/pedestrian postings, different painted traffic flow arrows, gated/fenced structures, newly painted crosswalks, and no parking in the neighborhood. *To defer and do these later creates public confusion and the complaint process starts all over again.*

Follow-up on Deferred Actions

In addition, we would like the Staff and City Council to schedule a follow-up report on *Deferred Actions*. The first to occur at the time of Paid Parking implementation (Day One Operation). The second at the first City Council

meeting in May 2017, before the summer crowds begin to appear at the Marina. This way if we have more data that would support implementation of other actions, they could be accomplished before the summer crowds arrive.

Accommodation for Those with Economic Hardship

Des Moines has a community with many residents on some economic assistance plan. At this point in time, there is no Staff recommendation to address this. I believe there should be a way for those in need to acquire a free pass for any given day to access the Beach Park and Marina. The City should establish such a program and manage it through the Parks Department.

(From my recollection: In the beginning, the City Council approval to implement paid parking envisioned Des Moines residents having a free pass. That was consistent with the financial assumptions and ground rules. This was also consistent with the City of Mukilteo, which was used to illustrate a similar action. Without this assumption and ground rule, the City could be viewed as creating an economic hardship.)

Attached please find a summary of the Neighborhood Mitigation Actions and their disposition at this point. Also attached is a map of the Marina District showing the area for reduced speeds and those streets which would have residential parking signage.

Thank you for your consideration.

Attachments (2)

Bill Linscott – Des Moines Resident
Comments to Des Moines City Council
November 17, 2016

Summary of City Staff position
Response Number

- (1) 227th – Add three-way stop sign at intersection of 227th and 6th Avenue South.**
Response: Support action; implement concurrent with Paid Parking
- (2) 227th and 6th Avenue South – Add signage:** Add the “Welcome to Marina” signage; identify controlled parking areas (parking fee required in Marina): “Welcome to Anthony’s Restaurant” signage noting *customer parking validated*. Marina businesses provide validation for customers and suppliers only.
Response: Support action; Staff will work to implement.
- (3) 6th Avenue South – Add signage: “No Parking This Side – Residents Only:”** Add signage along both sides of 6th Avenue from 227th at the south end – to – 221st at the north end. (This is similar to what was done around the Highline College neighborhoods.)
 until there is confirmation of actual problem. If yes – implement signs.
- (4) 6th Avenue South: Add four-way stop to intersection at 223rd. Add four-way stop at 222nd.**
Response: Support this action; Implement concurrent with Paid Parking.
- (5) Establish consistency of speed limits:**
Response: No to this Action: Speed limit change unnecessary. Consistent with Traffic Regs.
- (6) Parking Lots at the Marina and Beach Park – Reduce speed limit to 10 MPH.**
 (Currently there is inconsistency – at 20 MPH, 15 MPH and 10 MPH.)
Response: No to this action: Speed limit change unnecessary. Consistent with Traffic Regs.
- (7) Paint new arrows and speed limit on parking lot fairways.**
Response: Support Action - Modifications to include changing travel direction is expected.
- (8) 6th and 7th Avenue Safety Concerns:** With the paid parking plan, there will be two separate entrances to the waterfront area. A south entrance primarily serving Marina tenants, Anthony’s restaurant, and the Marina’s boating businesses. A north entrance which services the Marina public docks, pier and the Beach Park. Dock Avenue, which connects the south and north lots, will be closed. This will cause 6th Avenue and 7th Avenue to become replacement corridors for north to south traffic. 7th Avenue is a finished street (curbs, sidewalks, crosswalks), and will have an influx of pedestrians in the coming year. The speed limit is 30 MPH. 6th Avenue has a few curbs and sidewalks, but no painted sidewalks. It is clearly unfinished at this point in

time. 6th Avenue has no posted speed; therefore, assumed to be 25 MPH. The same is true with connecting streets between 6th and 7th Avenues.

The following would improve safety in this area:

7th Avenue: Reduce speed to 25 MPH. Install "blinking" crosswalk lights at crosswalks

Response: Defer. Perform speed & volume studies.

- (9) 6th Avenue: Reduce speed to 20 MPH; Paint crosswalks at corners of 227th, 226th and 222nd.**

Response: Defer. Perform speed limit study. Support Action: Painted crosswalks.

- (10) 5th Avenue and Cliff Avenue Intersection: Add *No Right Turn* sign from 5th Avenue to Cliff Avenue (going down); and *No Left Turn* sign from Cliff Avenue to 5th Avenue (going up). An alternative to this is closing off 5th Avenue as a dead end just before Cliff Avenue. Something we understand was previously considered some time ago.**

Response: Defer. Staff will look at a signage solution.

- (11) Alley Ways: Add 10 MPH speed limit signs and *No Parking Any Time* signs to both sides of alley ways.**

Response: Defer. Will look at adding signage for speed and parking.

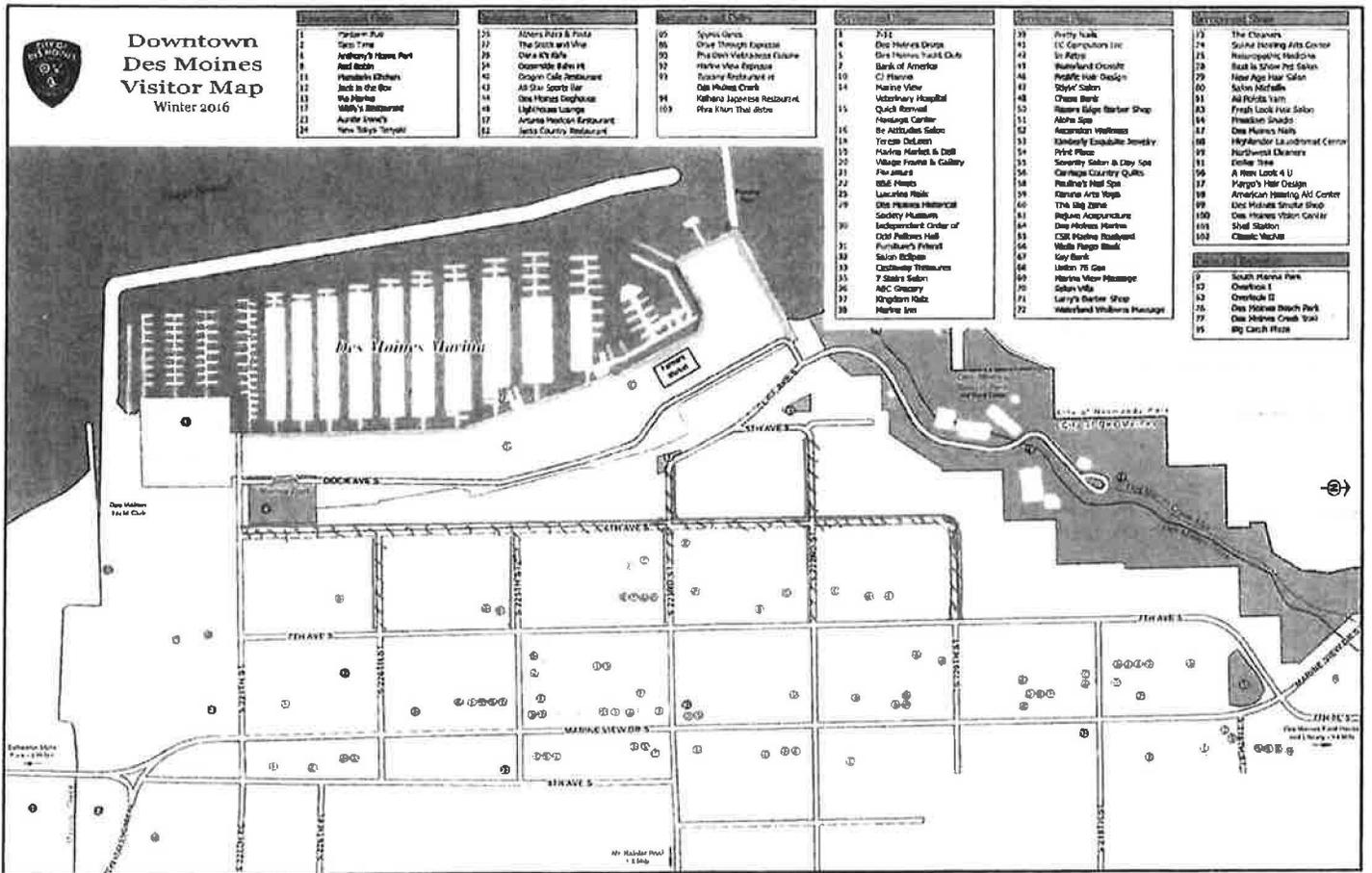
- (12) Speed Bumps or Small Roundabouts: Consider speed bumps or roundabouts as a method to reduce speed on 6th Avenue and 227th.**

Response: Defer.

- (13) Add Turn Lane on 227th: Add turn lane on 227th to enable large vehicle service and delivery access to Mariner Manor Condominiums.**

Response: No to this Action: There is a "grace" period function in the Paid Parking system that can enable delivery vehicle staging/waiting area.

Paid Parking - Mitigation Actions



Residential Parking Signage
 15 MPH

Marina District Neighborhood Update – January 5, 2017

Bill Linscott Comments

The Marina District Neighborhood has two items of focus as we begin 2017.

Paid Parking Mitigation Action Plan. As a recap, there were 13 specific mitigation actions requested:

- Four and one-half (4 ½) are **supported** for action. (#1, 2, 4, 7, and half of 9).
- Five and one-half (5 ½) are **deferred** for further study or monitoring. (#3, 8, half of 9, 10, 11, and 12). Any action plan is yet to be determined.
- Three (3) are **not accepted** or deemed necessary. (#5, 6, and 13).

In November, we asked for reconsideration of three of the Staff positions regarding these actions for implementation with paid parking in the Marina and Beach Park.

Two actions deal with consistency of speed limits once you cross 6th Avenue and enter the Marina and Beach Park areas. We are asking all speed limits be posted at 15 mph, with the yellow caution for pedestrians sign. This addresses pedestrian/vehicle safety concerns.

The third action deals with placement of residential parking signs to preserve the residential area adjacent to the Marina. This approach treats us consistently with other areas in the City where significant parking changes threaten residential streets in the adjacent neighborhood. In our case, there is also an additional City benefit: Ensuring the revenue stream expected in the Marina is not eroded by visitors finding free parking in the adjacent neighborhood.

These fundamental changes should also be supported for implementation on Day One. This would public confusion from a series of migrating rules over the months following implementation of Paid Parking. Let's set these once – at the implementation point.

We are hopeful about this reconsideration request. We have given a drive-around to many (including Brandon, Vic and Michael) in an effort to show the common sense nature of these requested actions. We are happy to provide this quick tour to any other Council members who wish to do so.

Neighborhood Input for Defining the Future State of the Marina:

Our comments were provided in the December 1, 2016 Council meeting. We were hoping to find the scope of the consultant study to include engagement with residents and neighborhoods for input. I have since had an opportunity to talk with Michael, and to better understand results the City needs from consultants. The study is not intended to be a collection and analysis of residential views. There was a concerted effort to do that back in 2012. That said, and accepted, we still believe there is a need for a collection of thoughts and views from residents to refresh the inputs. We have seen a lot of changes since 2012. There is a need to offer participation from residents into this year's efforts to develop a vetted view of the future state of the Marina and Marina District. Possibly an effort not so dissimilar to the survey/questionnaire the Parks and Recreation Department used with their masterplan development. In addition, City communications about the process for developing this "future state" vision and plan need explanation so we all can see the path forward and the decision points. We are encouraged by the momentum on this whole topic. We are supportive of the effort and glad to see it as a topic on tonight's agenda.

Summary of City Staff Position on Paid Parking Mitigation Actions

(Response number matches Staff listing)

- (1) **227th – Add three-way stop sign at intersection of 227th and 6th Avenue South.**
Response: Support action. Implementation concurrent with Paid Parking
- (2) **227th and 6th Avenue South – Add signage:** Add the "Welcome to Marina" signage; identify controlled parking areas (parking fee required in Marina): "Welcome to Anthony's Restaurant" signage noting *customer parking validated*. Marina businesses provide validation for customers and suppliers only.
Response: Support action. Staff will work to implement.
- (3) **6th Avenue South – Add signage:** "No Parking This Side – Residents Only:" Add signage along both sides of 6th Avenue from 227th at the south end – to – 221st at the north end. (This is similar to what was done around the Highline College neighborhoods.)
Response: Defer until there is confirmation of actual problem. If yes – implement signs.

- (4) **6th Avenue South: Add four-way stop to intersection at 223rd. Add four-way stop at 222nd.**
Response: Support this action. Implement concurrent with Paid Parking.
- (5) **Establish consistency of speed limits:**
Response: No to this Action. Speed limit change unnecessary. Consistent with Traffic Regulations.
- (6) **Parking lots at the Marina and Beach Park – Reduce speed limit to 10 mph.**
 (Currently there is inconsistency – at 20 mph, 15 mph and 10 mph.)
Response: No to this action. Speed limit change unnecessary. Consistent with Traffic Regulations.
- (7) **Paint new arrows and speed limit on parking lot fairways.**
Response: Support Action. Modifications to include changing travel direction is expected.
- (8) **6th and 7th Avenue Safety Concerns:** With the paid parking plan, there will be two separate entrances to the waterfront area: A south entrance primarily serving Marina tenants, Anthony’s restaurant, and the Marina’s boating businesses; and a north entrance which services the Marina public docks, pier and the Beach Park. Dock Avenue, which connects the south and north lots, will be closed. This will cause 6th Avenue and 7th Avenue to become replacement corridors for north to south traffic. 7th Avenue is a finished street (curbs, sidewalks, crosswalks), and will have an influx of pedestrians in the coming year. The speed limit is 30 mph. 6th Avenue has a few curbs and sidewalks, but no painted sidewalks. It is clearly unfinished at this point in time. 6th Avenue has no posted speed; therefore, assumed to be 25 mph. The same is true with connecting streets between 6th and 7th Avenues.
The following would improve safety in this area:
7th Avenue: Reduce speed to 25 mph. Install “blinking” crosswalk lights at crosswalks.
Response: Defer. Perform speed and volume studies.
- (9) **6th Avenue: Reduce speed to 20 mph; Paint crosswalks at corners of 227th, 226th and 222nd.**
Response: Defer. Perform speed limit study. **Support Action.** Painted crosswalks.
- (10) **5th Avenue and Cliff Avenue Intersection: Add *No Right Turn* sign from 5th Avenue to Cliff Avenue (going down); and *No Left Turn* sign from Cliff Avenue to 5th Avenue (going up). An alternative to this is closing off 5th Avenue as a dead end just before Cliff Avenue. Something we understand was previously considered some time ago.**
Response: Defer. Staff will look at a signage solution.
- (11) **Alley Ways: Add 10 mph speed limit signs and *No Parking Any Time* signs to both sides of alley ways.**
Response: Defer. Will look at adding signage for speed and parking.

(12) Speed Bumps or Small Roundabouts: Consider speed bumps or roundabouts as a method to reduce speed on 6th Avenue and 227th.

Response: Defer.

(13) Add Turn Lane on 227th: Add turn lane on 227th to enable large vehicle service and delivery access to Mariner Manor Condominiums.

Response: No to this Action. There is a “grace” period function in the Paid Parking system to enable delivery vehicle staging/waiting area.

OPERATING PLAN
FOR
PAY PARKING IN THE MARINA AND BEACH PARK

OVERVIEW

In response to direction from the Des Moines City Council, the staff has developed a plan for implementing and operating a pay parking system on the Marina floor and in the Des Moines Beach Park. The Council's goals are to implement a system that will increase security, reduce the illegal and inappropriate use of the parking lots in the Marina and Beach Park, and create a revenue stream.

After considering several pay parking models the Council directed the staff to implement a system that controlled entry and egress from the parking lots using electronically operated gates and other traffic control equipment and features. The Council's direction included developing a fee schedule and collection methods that maximized user convenience and minimized staff time for operating the system.

At a Council meeting on April 7, 2016 the Council approved an implementation plan that controlled entry and exit from the South Parking lot with gates on Dock Ave. and on 227th St. In the north end of the Marina, Dock Ave. was left open to provide access to residential units and the Marina Office Building. Access and egress from the North Parking lots is controlled by gates on the east end of the lot. Entry and exit from the Beach Park is controlled by gates on Cliff Ave. at the entrance to the Park. The system will have the following features:

- Card readers at entry and exit gates that will allow Tenants and others with access cards to enter and exit the parking lots.
- "Express" pay stations in the exit lanes that will allow users to pay for parking with credit or debit cards.
- Parking "ticket" dispensers in the entry lanes that will issue "tickets" that customers will use to pay on exiting the lot.
- A "walk-up" pay station centrally located in each lot that customers can use to pay for parking with credit/debit cards or cash.
- Validation capabilities for Anthony's Restaurant, CSR Boat Yard and Classic Yachts and the Beach Park Rental Business.
- Intercom/phone line capability at the exit gates to deal with stranded customers

OPERATIONS

Hours of Operation

The parking lots in the Marina will be open to vehicle traffic and parking from 5:00 AM to 10:00 PM daily. The general public will have access to the Marina during those hours. Marina Tenants, business owners and other with specific needs will have access cards that enable them to access and use the Marina parking lots during the closure period (10:00 PM to 5:00 AM)

The parking lots in the Beach Park will be open to vehicle traffic and parking from 5:00 AM to 10:00 PM daily with the exception of building rental vehicles that may utilize the parking lot until 1:00 am.

User Groups

The following groups use the parking lots.

- Permanent Moorage Tenants.
- General Public
- Business Customers Eligible for Validation
- Beach Park Rental Customers
- Vendors, Service Providers and Deliveries
- Des Moines Yacht Club Members
- City Employees & City Maintenance Contractors
- Public Safety & Utilities
- Handicapped Individuals
- Special Events
- Normandy Park Beach Residents

Permanent Moorage Tenants

- The fee for a proximity card is \$5.00 each plus sales tax for the first two. Additional cards will cost \$40.00 plus sales tax each.
- The fee for a key fob device is \$10.00 each plus sales tax for the first two. Additional fobs will cost \$40.00 each plus sales tax.
- Lost proximity devices will be replaced at the lower fee. The device reported lost will be deleted from the system.
- Subleases will be charged at the same rate for proximity cards or fobs.
- Tenants will be issued two parking passes per slip. Passes must be displayed when parking in "Permit Parking Only" spaces or parking in the Marina between the hours of 10:00 PM and 5:00 AM.

General Public

- The general public will pay the posted rate or the rate set for a specific special event.
- The hourly parking rates will be \$1.00 for the first hour and \$2.00 per hour thereafter, with a maximum daily rate of \$10.00.
- Des Moines residents may purchase an access card that will allow them access to the Marina parking lots and the Beach Park during regular hours of operation. Residency must be established by presenting a valid driver's license and vehicle registration. The address on the vehicle's registration will be used to verify residency. Passes will be limited to one per registered vehicle.

PARKING RATES

1 HOUR	\$1.00
2 HOURS	\$3.00
3 HOURS	\$5.00
4 HOURS	\$7.00
5 HOURS	\$9.00
ALL DAY	\$10.00

Des Moines Resident Annual Pass \$30.00 per year

Validation

The following businesses will be able to validate or provide coupons for their customers parking tickets for free or reduced parking fees.

- Anthony's Restaurant
- CSR South
- Classic Yachts
- Olympic Outdoor Center

Beach Park Rental Customers

The parking system will give the City the option of charging facility rental customers regular parking rates or free or reduced rates thru the use of coupons.

Vendors, Service Providers, & City Maintenance Contractors

The Marina Rules provide for three types of Vendors. (Defined in Rule No. 13 of the Marina Rules and Regulations.)

- Commercial Vendors

Commercial vendors will be allowed to purchase passes that will allow them access to the south parking lot for the same price and terms as permanent moorage tenants. (Examples are commercial divers, mechanics, marine electronics, etc.)

- Incidental Businesses

Incidental business operators will be allowed to validate their parking at the Marina office if they choose to do so. (Examples are boat cleaning and detail work, sail and rigging repair, etc.).

- Concessionaire

Concessionaires will be issued annual access cards/passes that will allow them access to the appropriate parking lots. The fee for the access card and parking pass will be \$40.

The City's service providers on regular schedules (garbage, recycling and landscaping) will be given access cards that allow them access to the appropriate parking lots.

Package Delivery services like UPS and FedEx will be given the option of using a access card or validating. (Most deliveries come to the Marina office which will be accessible during normal business hours.)

Irregular deliveries are related to the Marina, boatyard or Anthony's. CSR and Anthony's will be given the option of issuing them an annual access card/pass or validating for them. The access card/pass will be registered to the business and will be their responsibility.

Des Moines Yacht Club (DMYC)

The DMYC is essentially a Marina tenant that leases the south side of A Dock, which is not accessible from the grounds of the Club. As such, the DMYC is subject to the same fees, charges and restrictions as the other permanent moorage tenants. The DMYC will be issued 26 parking passes and 26 access cards that they can re-issue to club members as needed. The Club will be responsible for allocation and control of the assigned Marina parking passes and access cards to its members. The access cards will allow access to A Dock and the South Marina Parking lot. The Marina parking passes must be displayed when parking in any space marked "Permit Parking Only" and/or when parked in any space or lot after 10 pm.

City Employees

Marina

Marina service and maintenance employees will park in the "Permit Parking Only" spaces on the south side of the office building or on the east side of the dry sheds. The office employees will park in the lot on the east side of the office building. Access cards will be issued to employees who will be responsible for the proper use of their privileges.

Beach Park

Beach Park Event Center employees will park in the "Employee Parking Only" or open spaces on the east side of the Dining Hall. Access cards will be issued to employees and the City's custodial and facility maintenance contractors who will be responsible for the proper use of their privileges. Parks maintenance employees will park in open spots in locations adjacent to the work to be performed.

Public Works, Parks and other City Vehicles

Access cards will be issued to supervisors and placed in City vehicles that routinely enter the Marina and Beach Park.

Classic Yachts

Classic Yachts owner and employees will park in general parking spaces in the south lot. Their customers may park in their designated spaces. The owner will be able to purchase access cards for management and employees at actual cost or validate.

CSR Boatyard

Boatyard employees can park in unmarked spaces in the south parking lot. CRS owners will be given the option of validating for their employees or purchasing access cards at actual cost. CSR will be responsible for the proper use of access cards by their employees.

Anthony's Restaurant

Anthony's employees can park in general parking spaces in the south parking lot. Anthony's owners will be given the option of validating for their employees, purchasing access cards for their employees at actual cost or some combination of the two. Anthony's will be responsible for the proper use of access cards by their employees. (Terms of use still being negotiated. The final agreement will be attached to this plan as an appendix.)

Public Safety

The entry exit gates will be equipped with opticom units but public safety agencies will also be issued access cards.

ADA Handicapped Parking

Handicapped spaces will be provided in the parking lots. Parking fees will be the same as the posted rates for general parking. For special events, an additional 16 to 20 spaces located in front of the Boat Storage Yard will be provided. These spaces will only be available for special events.

Special Events

The following is a list of the special events that will be using either the Marina or the Beach Park.

Beach Park events that require parking in Marina parking lots.

1. Poverty Bay Wine Festival- 1st weekend in March
2. Beach Park Summer Concerts
3. Poverty Bay Blues and Brews- last Saturday in August
4. Argosy Christmas ships/Bon Fire- December
5. Movies in the Park- Friday nights in August
6. Shakespeare in the Park- Sunday in August

7. Eggstravaganza- Egg Hunt- Saturday before Easter
8. Poverty Bay Arts Gala- Friday in September
9. Seattle Symphony Community Concerts- Friday in October

Events that take place in the Marina parking lots.

10. Des Moines Waterfront Farmers Market – 1st Sat. in June to the last Sat. in September.
11. Sunset Farmers Market – Wednesday, 4-8 pm, July - August
12. Fireworks Over Des Moines- 4th of July
13. Wheels & Keels Classic Boat & Car Show- 3rd weekend in July
14. Washington's Strongest Apple- July
15. King County Waste Mobile-

The fee for special event parking will be the posted rates unless otherwise negotiated with the events sponsors. The effective times for the special event rate will be determined by the staff and will depend on the hours of operation for the event.

Normandy Park Beach Residents

Residents will be issued up to two access cards to enter and travel through the Beach Park parking lot for each Normandy Park property with a City of Des Moines Beach Park Access Permit. The annual cost of each access card is \$30.00 per year. Normandy Park beach residency must be established by presenting a valid driver's license and vehicle registration. The address on the vehicle's registration will be used to verify residency. Access cards will be limited to one per registered vehicle.

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CITY OF DES MOINES MARINA

PARKING RATES

1 HOUR	\$1.00
2 HOURS	\$3.00
3 HOURS	\$5.00
4 HOURS	\$7.00
5 HOURS	\$9.00
ALL DAY	\$10.00

PAY ON EXIT

DES MOINES RESIDENT PASS* \$30.00 PER YR

*LIMIT - ONE PER REGISTERED VEHICLE.
THE ADDRESS ON THE VEHICLES
REGISTRATION WILL BE USED TO
VERIFY RESIDENCY.

DES MOINES BEACH PARK

PARKING RATES

1 HOUR	\$1.00
2 HOURS	\$3.00
3 HOURS	\$5.00
4 HOURS	\$7.00
5 HOURS	\$9.00
ALL DAY	\$10.00

PAY ON EXIT

DES MOINES RESIDENT PASS* \$30.00 PER YR

*LIMIT - ONE PER REGISTERED VEHICLE.
THE ADDRESS ON THE VEHICLES
REGISTRATION WILL BE USED TO
VERIFY RESIDENCY.



Gene Achziger
President

Yvonne Nutting
Vice President

Patrice Thorell
Secretary

Hallie Marks
Treasurer

Board of Directors

Patricia V. Clark

Angie Hall

Carla Jackson

Lisa Meinecke

Bill Morchin

Gary McNeil

Sue Padden

Michelle Pina

Kim Richmond

Nancy Stephan

Brian Snure

Feb. 10, 2017

Michael Matthias, city manager
City of Des Moines, Washington
21630 – 11th Avenue South
Des Moines, WA 98198

Dear City Manager Matthias and Des Moines City Councilmembers:

As you know, the Des Moines Legacy Foundation is a registered 501(c)(3) non-profit dedicated to supporting our community's youth and senior citizens by providing access for the disadvantaged to Des Moines Parks, Recreation and Senior Services programs.

Since our founding in 1999, Legacy has become the premier charitable conduit for citizens who desire to donate to our community and has contributed more than \$1.5 million in support of our mission to:

- improve and create community and park and recreation services
- promote interest in and opportunities for charitable giving
- be a positive force in providing tools to assist the changing needs of our community
- to enhance services for all ages

The purpose of this letter is to clarify the level of funding that the Des Moines Legacy Foundation will provide for various Parks, Recreation and Senior Services programs in 2017 and to propose a new community-wide initiative to improve the quality of life for the children and families of Des Moines.

For existing programs, in 2017, the foundation will contribute \$23,000 to fund:

- recreation scholarships for low income children utilizing the city's programs
- Picnic in the Park summer recreation programs at Midway Park
- after-school programs at Pacific Middle School

The commitment to Senior Services includes:

- \$10,000 to supplement, as needed, the Meals on Wheels and Hyde Shuttle transportation programs

An additional \$30,000 has been budgeted to support projects involving:

- Sonju Community Garden
- Des Moines Arts Commission

RECEIVED

FEB 10 2017

CITY OF DES MOINES
CITY CLERK

- youth sailing
- tourism
- the Carman Scott Heritage Trail

The foundation is also committed to an even larger \$1.9 million campaign to improve neighborhood parks. We are calling this effort *No Kids Left Inside*.

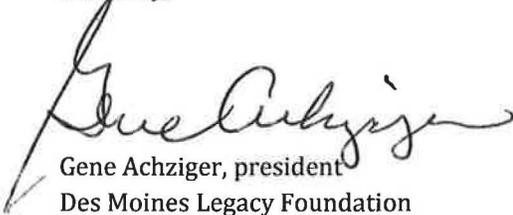
In collaboration with the public, private industry, the City of Des Moines and various governmental entities, we propose a multi-year endeavor to:

- restore play areas throughout the city that are aging or have been removed due to safety concerns; and
- build new play areas at Steven J. Underwood Memorial and Des Moines Beach parks

To that end, the foundation will dedicate \$105,000 from its Phyllis Moore Fund and will raise an additional \$100,000 through donations and grants for *No Kids Left Inside*. These \$205,000 funds, when combined with the city's currently programmed Capital Funds and additional private and government matching grants, would be dedicated to park play areas. The Des Moines Legacy Foundation proposes that the city and foundation enter a formal agreement to memorialize the project and launch the fundraising campaign and initial planning processes in 2017 with the goal of refurbishing and installing the new play areas during the 2018-2020 biennium.

Along with the city, its citizens and businesses, we will leave a legacy for the children and families of Des Moines to sustain our community's quality of life both today and for future generations.

Sincerely,



Gene Achziger, president
Des Moines Legacy Foundation
P.O. Box 13582
Des Moines, WA 98198

Tax ID #91-2019863

COPY



Sunday 19 February 17

Dear City Council

Members:

to ask you to

please fight to protect our community and its values of diversity and tolerance. As

I watch all of the craziness coming out of

Washington, DC, I am repeatedly reminded

of the importance of ~~the~~ locally elected

officials in acting as a bulwark against

the potential for tyranny and retrograde

motion on the part of our current President.

Please resist all attempts to use our local

police force as an arm of the Federal

Government. Our undocumented neighbors

and community members work hard, pay

taxes, and encourage our

community to be members of

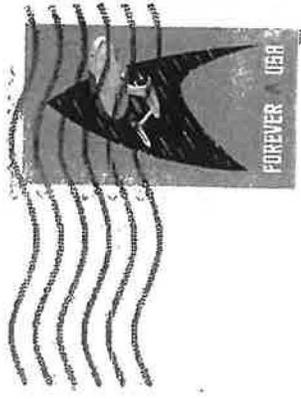


the wider world. Please do your utmost to protect them, as they are amongst some of the most ~~more~~ vulnerable members of our community. Thank you for doing your best.

Sincerely,
Chris Gall



Chris Gall
23260 28th Ave. S.
Des Moines, WA 98198-8722



SEATTLE WA 980

22 FEB 2017 PM 7 L

Des Moines City Council
21630 11th Ave S, Ste A
Des Moines, WA 98198