



**CITY COUNCIL
REGULAR MEETING AGENDA
TUESDAY, DECEMBER 13, 2016**

**AT CITY HALL - 801 SW 174TH ST
CITY COUNCIL CHAMBERS**

Page

I. CALL TO ORDER & FLAG SALUTE 7:00 p.m.

II. ROLL CALL

III. APPROVAL OF THE AGENDA

IV. PRESENTATIONS

- 3 - 4 a. Normandy Road Project Traffic Plan - Tani Stafford, Gray & Osborne Engineering
 b. Facility Planning Task Force Report - Charlie Harris and Sheri Healey

V. PUBLIC COMMENT - Please keep to 3 minutes

VI. CONSENT AGENDA

(Routine items will be enacted in one motion unless removed by a Councilmember)

"I move to approve the Consent Agenda dated December 13, 2016 as presented."

- 5 a. Arts Commissioner Reappointment - Nadia Counter
7 - 10 b. Arts Commissioner New Appointment - Dana Flanegin
11 - 14 c. Recoupment of Hearing Examiner Fees, Resolution 911
15 - 24 d. Hearing Examiner Contract Renewal
25 - 34 e. City Attorney Contract Renewal
35 - 49 f. King County Basin Steward Contract Renewal

- 51 - 54 g. Meeting Minutes dated November 8 and 22, 2016
- 55 - 63 h. Claims and Payroll Voucher Summary and Detail

VII. REPORT OF OFFICERS

- a. Mayor's Report
- b. Councilmember & Council Committee Reports
- c. City Manager's Report

VIII. CONTINUED BUSINESS

- a. none scheduled

IX. NEW BUSINESS

- 65 - 72 a. Clearing & Grading Permit Interim Ordinance 946 - David Nemens, Community Development Director
Requested Council Action: M/S to adopt, discussion and vote

X. INFORMATION ITEMS

- 73 - 74 a. Draft Agenda Topics

XI. ADJOURN

Requested Council Action: M/S to adjourn by 10:00 p.m. per NPMC 2.02.020(a). The next Regular Meeting is scheduled for January 10, 2017 at 7:00 p.m.

Note: The order of agenda items are suggested. The actual time the City Council discusses an item may or may not be in the order listed.



Normandy Park City Council Meeting

Meeting Date: December 13, 2016

Agenda Category: Presentation

Agenda Bill #: 363

SUBJECT: Normandy Road Project – Status Update

ATTACHMENT(S):

1. None

PRESENTED BY: Tani Stafford, Gray & Osborne Consulting Engineers

RECOMMENDED BY: David Nemens, Community Development Director

REVIEWED BY: Finance Director, City Attorney.

STAFF EXPLANATION:

Tani Stafford P.E. of Gray & Osborne, the City's construction manager for this project, will provide a status update on the project, which involves low impact development (LID) upgrades to Normandy Road, as well as improved pedestrian lighting. The City expects to rebid the project shortly after the first of the year, for construction in summer 2017. The presentation also will address proposed traffic control options during construction.

FISCAL IMPACT:

According to the grant agreement, the total project cost is \$984,000. This includes the base bid amount (approximately \$488,000) as well as "Alternate 1: Pedestrian Scale Lighting Complete and Street Trees," plus construction contingencies. The "Total Eligible Cost" of \$475,000 listed in the grant agreement excludes Alternate 1, which is not eligible for LID-related grant funding, as well as miscellaneous items in the base bid budget (such as sanitary sewer work, fence replacement, and driveway repairs) that also are not eligible for LID funding. The Ecology grant provides 75% of eligible costs, with the balance provided by the City.

The City would pay the costs not covered by the Ecology grant first by using funds from a Transportation Improvement Board (TIB) grant in the amount of \$300,351. Grant funds (Ecology and TIB) total \$656,601. The City could build the base bid project entirely from grant funds. If the City builds the entire project (base and Alternate 1), the cost of non-grant funded construction (\$327,399, based on the Total Project Cost of \$984,000 in the grant agreement) plus the cost of construction management (in April 2015, the City amended the original contract with Gray & Osborne to add \$118,090 for construction management services) would total \$445,489. This non-grant funded balance would be paid for through a combination of REET (Real Estate Excise Tax) and

Stormwater Utility funds. The City's adopted budget allocates up to \$399,416 in REET funds and \$241,050 in Stormwater Utility funds to this project.

These costs are based on engineering estimates prepared by Gray & Osborne, the design engineer, and approved by the City. Actual costs will be based on construction bids received and on the contract award. The City retains the right to reject all bids if the proposed costs are too high.

COMMITTEE RECOMMENDATIONS: N/A

COUNCIL OPTIONS:

1. N/A (presentation only)

RECOMMENDED MOTION:

N/A



Normandy Park City Council Meeting

Meeting Date: December 13, 2016

Agenda Category: Consent Agenda

Agenda Bill #: 357

SUBJECT: Arts Commission Reappointment

ATTACHMENT(S): n-a

PRESENTED BY: Mark Hoppen, City Manager

REVIEWED BY: City Manager and Parks Director

STAFF EXPLANATION:

Full term Arts Commissioner appointments are for three years. Arts Commissioner Nadia Counter was first appointed to an unexpired term on the Arts Commission in September 2006. She has expressed interest in the appointment for another full term in this position.

FISCAL IMPACT: N-A

POTENTIAL CONSEQUENCES:

The Arts Commission is a working Board and needs all positions to be filled at all times to have the volunteer hours to cover all of their community events.

MAYOR'S RECOMMENDATION:

Mayor Chicquette recommends appointment of Nadia Counter for another full term.

COUNCIL OPTIONS:

1. Confirm recommended appointment as presented.
2. Refer to staff for further review.
3. Take no action.

RECOMMENDED MOTION:

"I move to confirm reappointment of Nadia Counter to the Arts Commission as presented."



Normandy Park City Council Meeting

Meeting Date: December 13, 2016

Agenda Category: Consent Agenda

Agenda Bill #: 358

SUBJECT: Arts Commission Appointment

ATTACHMENT(S):

1. Dana Flanegin Application

PRESENTED BY: Mark Hoppen, City Manager

REVIEWED BY: City Manager and Parks Director

STAFF EXPLANATION:

Following the term expiration of Commissioner Raymond Street, there is one vacant position on the Arts Commission. The vacancy notice was posted on October 21, 2016 and the city received three applications.

The Arts Commission consists of seven members with each position serving staggered terms for three-years. The current vacancy is for Position #3, a full-term that will be due to expire December 14, 2019.

FISCAL IMPACT: N-A

POTENTIAL CONSEQUENCES: N-A

MAYOR'S RECOMMENDATION:

It is my great pleasure to recommend Dana Flanegin for appointment to the Arts Commission. As a Normandy Park resident and one who has exhibited a deep sense of community, Dana is well equipped to foster growth and involvement by families and businesses in the arts. We are fortunate to have Dana Flanegin join the Arts Commission and the future of Normandy Park.

COUNCIL OPTIONS:

1. Confirm recommended appointment as presented.
2. Refer to staff for further review.
3. Take no action.

RECOMMENDED MOTION:

"I move to confirm appointment of Dana Flanegin to the Arts Commission as presented."



**Candidate Application Form
Citizen Advisory Boards & Commissions**

Please fill out this form in its entirety. Incomplete applications will not be accepted. Attach additional pages if necessary.

Name:	Dana Flanegin
Home Address:	424 SW Normandy Rd, Normandy Park 98166
Mailing Address (if different):	17837 1st Ave S #197, Normandy Park 98148
Home Telephone No.(s):	206-484-2959 cell
Email:	jeffndana@gmail.com
Occupation or Job Title:	Donor Systems Coordinator
Place of Business:	Museum of Flight
Business Phone No.(s):	(206) 764-5700
Alternate Contact No.(s):	(206) 768-7134 WORK-direct
Length of Residency:	Since April 2014 (2 1/2 years)
Residency within the City of Normandy Park is a requirement for most Boards and Commissions. Please review the Normandy Park Municipal Code for requirements on membership that may exist for the Board or Commission in which you are interested and make sure you can attend the scheduled meeting times.	
Board & Commission Preference 1:	Arts Commission
Board & Commission Preference 2:	
Lodging Tax Advisory Committee Only - check one category (ref: NPMC 3.15.020): <input type="checkbox"/> Business Representative or <input type="checkbox"/> Funding Activity Representative	
Why do you wish to serve the City:	I enjoy the arts & would like to help the city market itself through arts programs which are of interest to those who live here. I believe the arts enrich our lives and communities.



Normandy Park City Council Meeting

Meeting Date: December 13, 2016

Agenda Category: Consent Agenda

Agenda Bill #: 366

SUBJECT: Recoupment of Hearing Examiner Fees

ATTACHMENT(S):

1. Resolution No. 911

PRESENTED BY: David Nemens, Community Development Director
James Haney, City Attorney

RECOMMENDED BY: Mark Hoppen, City Manager

REVIEWED BY: Finance and City Attorney

STAFF EXPLANATION:

Resolution No. 865 of the City of Normandy Park, passed by the Normandy Park City Council on May 14, 2013, establishes fees for matters within the purview of the Community Development Department. The fee schedule adopted by Resolution No. 865 provides for applicants to pay the costs of special studies and consultants, but does not specifically mention the fees charged to the City for hearing examiner services provided by contract. The City is billed by the Hearing Examiner on an hourly basis and the City Council has determined that these fees should be recouped from those whose applications or appeals cause such fees to be incurred.

With respect only to appeals heard by the Hearing Examiner, the appellant has to deposit the hearing fee, but would receive a refund if they win their appeal. If they lose the appeal, the appellant would pay the full hearing examiner costs.

FISCAL IMPACT:

Adoption of the resolution would allow the City to recoup the full cost of hearing Examiner services from permit applicants requesting such services.

COUNCIL OPTIONS:

1. Adopt Resolution No. 911 as presented.
2. Adopt Resolution No. 911 with specified changes.
3. Refer Resolution No. 911 to staff for revisions.
4. Take no action.

RECOMMENDED MOTION:

"I move adopt Resolution No. 911 as presented."

**CITY OF NORMANDY PARK
RESOLUTION NO. 911**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORMANDY PARK, WASHINGTON, AMENDING THE FEE SCHEDULE ADOPTED BY RESOLUTION NO. 865 IN ORDER TO PROVIDE FOR RECOUPMENT OF THE HEARING EXAMINER’S FEES.

WHEREAS, Resolution No. 865 of the City of Normandy Park, passed by the Normandy Park City Council on May 14, 2013, establishes fees for matters within the purview of the Community Development Department; and

WHEREAS, the fee schedule adopted by Resolution No. 865 provides for applicants to pay the costs of special studies and consultants, but does not specifically mentioned the fees charged to the City for hearing examiner services provided by contract; and

WHEREAS, the City is billed by the Hearing Examiner on an hourly basis and the City Council has determined that these fees should be recouped from those whose applications or appeals cause such fees to be incurred.

NOW, THEREFORE, THE NORMANDY PARK CITY COUNCIL HEREBY RESOLVES AS FOLLOWS:

Section 1. Fee Schedule Amended. The “Consultant Fees (Planning and Development)” section under the Community Development portion of the fee schedule adopted by Resolution No. 865 is hereby amended to allow the City to recoup the costs of hearing examiner services and to read as follows:

Consultant and Hearing Examiner Fees (Planning and Development)

Includes costs for special studies and for engineering, legal, hearing examiner and other professional and consultant services actually incurred by the City in the review, processing of zoning or permit applications and projects. These shall be billed to the applicant at actual cost.

For major projects a deposit of 100% of the expected consultant fee, as determined by the City Manager or Designee will be collected. All consultant and staff time will be billed against this deposit. At no time shall City staff time or consultant costs be incurred unless the deposited amount exceeds those costs.

Any person who appeals a permit decision to the hearing examiner shall be required to pay the hearing examiner’s fees, provided, that if the appealing party prevails on the appeal, the appealing party shall be relieved of the obligation to pay the hearing examiner fees and shall receive a refund of any deposit made by them.

Section 2. Effective Date. This resolution shall take effect immediately upon passage. The recoupment of hearing examiner fees shall apply to all applications for which a hearing is scheduled after the effective date of this resolution.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORMANDY PARK THIS 13th DAY OF DECEMBER, 2016; AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 13th DAY OF DECEMBER, 2016.

Jonathan Chicquette, Mayor

Attest: _____
Debbie Burke, City Clerk



Normandy Park City Council Meeting

Meeting Date: December 13, 2016

Agenda Category: Consent Agenda

Agenda Bill #: 361

SUBJECT: Hearing Examiner Contract

ATTACHMENT(S):

1. Stephen Causseaux Jr. Resume
2. Proposed Contract

PRESENTED BY: David Nemens, Community Development Director

RECOMMENDED BY: Mark Hoppen, City Manager

REVIEWED BY: Finance Director, City Attorney.

STAFF EXPLANATION:

Stephen Causseaux Jr. has served as the City’s contract Hearing Examiner since January 1, 2016. In that capacity he has conducted two public hearings, one for a proposed binding site plan and design review, the other for a proposed critical areas reasonable use exception and zoning variance. He produced thorough, well-written decisions in both cases. A Deputy Hearing Examiner from Mr. Causseaux’s office held one animal control-related public hearing.

Last year’s contract between the City and Mr. Causseaux’s law office was for a one-year term (January 1 – December 31, 2016). At the City’s request, Mr. Causseaux has proposed a new contract with a three-year term (January 1, 2017 – December 31, 2019). The City or the Examiner may terminate the contract on 30-days written notice.

FISCAL IMPACT:

Because this is a contract position, there is no fiscal impact until and unless the City requests Mr. Causseaux to conduct a public hearing. Mr. Causseaux’s personal billing rate would be \$150 per hour, unchanged from the current contract. Billing rates for the Deputy Hearing Examiner (\$100 per hour) and for the Examiner’s assistants are also unchanged from the current contract. City Fee Resolution No. 865 authorizes the City to collect a \$725 fee at the time of application to defray the costs of conducting a Hearing Examiner Public Hearing, and authorizes the City to bill the applicant at a rate of \$50 per hour for staff time in excess of four hours.

COMMITTEE RECOMMENDATION:

The Community Development Committee reviewed the proposed contract on December 6, 2016, and recommends its approval by the full Council.

COUNCIL OPTIONS:

1. Authorize the City Manager to sign the proposed contract as presented.
2. Authorize the City Manager to sign the proposed contract with specified changes.
3. Refer to staff for further review.
4. Take no action.

RECOMMENDED MOTION:

"I move to authorize City Manager Mark Hoppen to sign the contract for Hearing Examiner Services with Stephen Causseaux Jr.

**RESUME
OF
STEPHEN K. CAUSSEAU, JR.**

DATE OF BIRTH: March 30, 1943, Savannah, Georgia

FAMILY: Barbara Causseaux, married June 30, 1973.
Four adult children

OFFICE: 902 South 10th Street
Tacoma, WA 98405

RESIDENCE: 12223 - 138th Avenue East
Puyallup, WA 98374 (since 1973)

EDUCATION: Doctor of Jurisprudence Degree
University of Tennessee
December 15, 1967

B.S. Degree in History
University of Tennessee
June 6, 1965

**ADMITTED TO
PRACTICE OF LAW:** State of Tennessee on March 2, 1968
State of Washington on April 14, 1972

**PREVIOUS
EXPERIENCE:** *April 1968 to September 1968:*

Law clerk for Judge Robert L. Taylor, United States District Judge for the Eastern District of Tennessee.

Nature of Work: Prepared opinions and researched legal issues.

September 1968 to September 1972:

U.S. Army Judge Advocate General's Corps, stationed at Fort Lewis, Washington, commencing May, 1970, until discharged September, 1972.

Nature of Work: Served as Claims Officer and Chief Prosecutor, advised commanders on various aspects of military law.

September 1972 to January 1977

Pierce County Deputy Prosecuting Attorney

Nature of Work: Advised various County departments to include Public Works, Health, Business and Licensing, and Fire Marshal. Sat on Insurance Advisory Committee and worked with insurance counsel in defending County in civil actions.

February, 1977 to present:

Private practice of law with the firm of McCarthy & Causseaux, P.S.

Nature of Work: Performed all legal work for the Tacoma-Pierce County Health Department from 1977-1990. Served as Deputy Hearing Examiner for Pierce County from 1982 to 1984. Effective January, 1985, appointed Pierce County Hearing Examiner by the Pierce County Council.

MY EXPERIENCE AS A LAND USE HEARING EXAMINER INCLUDES THE FOLLOWING:

1. Pierce County 1984 - present
2. Jefferson County 2004 - present
3. Pro Tem for Snohomish and Thurston Counties 2011 - present
4. City of Sumner 1990 - present
5. City of Bonney Lake 1995 - present
6. City of Edgewood 1996 - present
7. City of Milton 1997 - present
8. City of Newcastle 2005 - present
9. City of SeaTac 2005 - present
10. City of Pacific 2001 - present
11. City of Gig Harbor 2011 - present
12. City of University Place 1998 - present
13. City of Yelm 2002 - present
14. Following a statewide search the Port of Seattle retained me to hear the appeal of the adequacy of the final environmental impact statement for the third runway at Seattle-Tacoma International Airport. I was unable to hear the appeal due to a potential appearance of fairness issue but have remained the Port's Hearing Examiner and handled several appeals.
15. Selected by Snohomish County and King County to hear the Brightwater Sewer Plant matter.

REFERENCES:

Steve Victor
City Attorney
City of University Place
3715 Bridgeport Way West
University Place, WA 98466
T: 253-460-5426
F: 253-460-2546
E: svictor@cityofup.com

David Swindale
Director
City of University Place
3715 Bridgeport Way West
University Place, WA 98446
T: 253-460-2519
F: 253-460-2541
E: dswindale@cityofup.com

Jill Guernsey
Deputy Prosecuting Attorney
Pierce County
955 Tacoma Avenue S. #301
Tacoma, WA 98402
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F: 253-798-6713
E: jguerns@co.pierce.wa.us

Melanie Halsan
Projects Coordinator
Pierce County Planning and
Land Services
2401 South 35th Street
Tacoma, WA 98409
T: 253-798-2759
F: 253-798-7425
E: mhalsan@co.pierce.wa.us

Grant Beck
Community Development
Director
City of Yelm
P.O. Box 479
Yelm, WA 98597
T: 360.458.8408
F: 360-458-3144
E: grantb@ci.yelm.wa.us

HEARING EXAMINER SERVICES AGREEMENT

The parties to this Agreement are Stephen K. Causseaux Jr., and McCarthy and Causseaux, Inc., P.S., hereinafter referred to as the "Hearing Examiner" and the City of Normandy Park, a Washington municipal corporation, hereinafter referred to as the "City."

RECITALS

WHEREAS, the City desires to contract with the Hearing Examiner for Hearing Examiner services as set forth in this Agreement, and the Hearing Examiner agrees to perform such services; and

WHEREAS, the Hearing Examiner warrants that he is an attorney licensed by the State of Washington, and is a member in good standing with the Washington State Bar, Now Therefore, the parties agree as follows:

AGREEMENT

Section 1. Performance of Duties.

The Hearing Examiner shall at all times faithfully, and to the best of his ability and experience, perform all of the duties that are required of him pursuant to the expressed and implicit terms of this Agreement, and the rules of professional conduct. The provisions of the Normandy Park Municipal Code (NPMC) 2.84 and NPMC Titles 17 and 18 (as it now exists or may hereafter be amended) and RCW 35A.63.170 are incorporated into this Agreement as if fully set forth herein.

In addition to the duties set forth in chapter 2.84 of the City of Normandy Park Municipal Code, the Examiner may be requested to attend one City Council meeting annually. During this meeting, which shall be scheduled in advance with the City Council, the Examiner shall provide a summary of his services in the past year, together with any suggestions for changes to procedure or codes. The Council shall have the opportunity to provide the Examiner with feedback on his performance under this Agreement.

Section 2. Compensation.

The City shall compensate the Hearing Examiner for handling the hearings and administrative duties assigned to him by the City as follows:

- A. The Examiner shall provide services to the City at an hourly rate of one hundred fifty dollars (\$150.00) per hour for his performance of the duties described herein. This includes travel time not to exceed one half hour per

hearing date. Deputy Hearing Examiner services shall be provided at an hourly rate of one hundred dollars (\$100.00) per hour. Secretarial services provided by the Examiner shall be at an hourly rate of fifty dollars (\$50.00) per hour. In the event that a hearing clerk is provided by the Examiner the hourly rate for the hearing clerk shall be twenty five dollars (\$25.00) per hour.

- B. The Hearing Examiner shall submit monthly payment invoices to the City after such services have been performed. The City shall pay the full amount of the invoice within thirty (30) days of the receipt, unless there is a dispute. In the event of a dispute, the City shall pay the amount not in dispute, and the parties shall resolve the matter pursuant to Section 9 herein.

Section 3. Liability Insurance.

- A. The Hearing Examiner shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Hearing Examiner, its agents, representatives, or employees.
- B. Hearing Examiner's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Hearing Examiner to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- C. Minimum Scope of Insurance. Hearing Examiner shall obtain insurance of the types described below:
 - 1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
 - 2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01, or a substitute form providing equivalent liability coverage and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Hearing Examiner's Commercial General Liability insurance policy with respect to the work performed for the City.
 - 3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
 - 4. Professional Liability insurance appropriate to the Hearing Examiner's profession.

- D. Minimum Amounts of Insurance. Hearing Examiner shall maintain the following insurance limits:
1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
 2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
 3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
- E. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:
1. The Hearing Examiner's insurance coverage shall be primary insurance as respect the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Hearing Examiner's insurance and shall not contribute with it.
 2. The Hearing Examiner's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.
- F. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.
- G. Hearing Examiner shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Hearing Examiner before commencement of the work.

Section 4. Hearing Examiner Pro Tem.

In the event of a conflict or disqualification, scheduling difficulties, or in any situation in which the use of a Hearing Examiner Pro Tem is required, the Hearing Examiner must inform the Planning Director and Mayor of such need. The Hearing Examiner shall inform the Planning Director and Mayor at least one month in advance of any hearing in which the Hearing Examiner Pro Tem is required. The Mayor may decide not to approve the use of an Examiner Pro Tem suggested in this manner, and request that the hearing be rescheduled to a time that would allow the Hearing Examiner's attendance. Alternatively, the Mayor may decide to authorize the use of another Hearing Examiner by separate contract.

Section 5. Qualifications and Independent Contractor Status.

- A. Throughout the term of this Agreement, the Hearing Examiner shall be an attorney licensed by the State of Washington and be a member in good standing with the Washington State Bar.
- B. The Hearing Examiner is an independent contractor and shall provide professional services to the City pursuant to this Agreement. The Examiner is not an employee of the City, and shall be responsible for paying federal income tax and other taxes, fees or other charges imposed by law upon independent contractors from compensation paid to them by the City. The Hearing Examiner shall not be entitled to any benefits provided to City employees and specifically shall not be entitled to sick leave, vacation, unemployment insurance, worker's compensation, overtime, compensatory time or any other benefit not specifically addressed and provided for in this Agreement. The Hearing Examiner shall be solely and entirely responsible for his acts during the term of this Agreement. The Examiner shall be subject to the rules of conduct for municipal officials (chapter 42.23 RCW) and the relevant personnel policies of the City, as well as the Code of Professional Conduct.

Section 6. Indemnification.

The Hearing Examiner shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Hearing Examiner in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or property caused by or resulting from the concurrent negligence of the hearing Examiner and the City, its officers, officials, employees, and volunteers, the Hearing Examiner's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Hearing Examiner's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Hearing Examiner's waiver of immunity under the Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

Section 7. Term.

This Agreement shall commence on January 1, 2017 and terminate on December 31, 2019, unless earlier terminated as provided in this Agreement. This Agreement may be terminated by the City or the Hearing Examiner with or without cause by providing a thirty (30) day written notice of termination to the other party.

Section 8. Nonexclusive Contract.

This shall be a nonexclusive contract. The City reserves the right to appoint additional Hearing Examiners, to contract for additional hearing examiner services in the future, or to terminate this Agreement as provided herein. Nothing in this Agreement shall be interpreted to prohibit such future appointments. Nothing in this Agreement shall guarantee renewal of this Agreement, its level of payment, nor the level of cases forwarded to the Hearing Examiner in the future, regardless of whether the Hearing Examiner shall be within the term of his appointment. In the event of such future appointments, the City reserves the right to renegotiate any and all provisions of this Agreement for future contract terms.

Section 9. Resolution of Disputes.

Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Manager, who shall determine the term or provision's true intent or meaning. If any dispute arises between the City and the Examiner which cannot be resolved by the City's determination in a reasonable period of time, or if the Hearing Examiner does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the King County Superior Court, in King County, Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

Section 10. Integration.

The written provisions and terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City, or any prior agreements between the parties and such statement or prior agreements shall not be effective or be construed as entering into, forming a part of, or altering this Agreement in any way. The entire agreement between the parties is contained in this Agreement document.

Section 11. Severability.

In the event that any provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid, the remaining provisions shall remain in full force and effect.

Section 12. Notice.

Notice given pursuant to this Agreement shall be given in writing to the parties as follows:

Hearing Examiner: Stephen K. Causseaux, Jr.
902 South 10th Street
Tacoma, WA 98405

City: City of Normandy Park
Mark Hoppen, City Manager
801 S.W. 174th Street
Normandy Park, WA 98166

Section 13. Waiver and Modification.

No waiver or modification of this Agreement shall be valid unless in writing and executed by the duly authorized representatives of the parties. The failure of either party to insist upon strict performance of any of the provisions of this Agreement shall not be construed to be a waiver or relinquishment of said provision in the Agreement, and the same shall remain in full force and effect.

DATED this _____ day of November, 2016.

CITY OF NORMANDY PARK

HEARING EXAMINER

By: _____
Mark Hoppen

By:  _____
Stephen K. Causseaux, Jr.

ATTEST:

APPROVED AS TO FORM:



Normandy Park City Council Meeting

Meeting Date: June 28, 2016
 Agenda Category: Continued Business
 Agenda Bill #: 364

SUBJECT: City Attorney Contract Renewal

ATTACHMENT(S):

1. 2015-16 Schedule of Fees
2. Contract with Ogden Murphy Wallace for 2017-18

PRESENTED BY: Mark Hoppen, City Manager

REVIEWED BY: City Manager and City Attorney

STAFF EXPLANATION:

Attached is the proposed City Attorney contract for 2017-2018. The contract is exactly the same as the contract for 2015-2016, with the exception of the hourly rates. When the City was in financial difficulty at the beginning of 2016, Jim Haney offered to forego the CPI-U rate increase provided for in the 2015-2016 contract until the City was better off. Subsequently, he continued to charge his 2015 rates through calendar year 2016, even though the contract provided for an adjustment. For 2017, Jim proposes to raise his rates to the level they would have been if he had taken the inflationary increase for 2016 and the inflationary increase for 2017. Here is a table generated for the CPI-U showing the June-June CPI-U increases for the Seattle area in 2015 and 2016:

Table A. Seattle-Tacoma-Bremerton CPI-U bi-monthly and annual percent changes (not seasonally adjusted)

Month	2011		2012		2013		2014		2015		2016	
	Bi-monthly	Annual										
February	1.2	1.5	0.4	2.7	0.8	1.8	0.7	1.2	0.2	1.1	0.2	2.2
April	0.8	2.1	0.9	2.9	0.4	1.2	1.6	2.4	0.9	0.4	1.1	2.5
June	0.8	3.2	0.7	2.7	0.8	1.4	0.4	2.0	1.6	1.6	0.9	1.8
August	0.2	2.7	0.3	2.7	0.0	1.1	-0.2	1.8	0.0	1.8	0.3	2.1
October	0.9	3.8	0.5	2.3	0.0	0.6	0.3	2.1	-0.3	1.2	0.0	2.4
December	-0.5	3.5	-1.4	1.4	-0.7	1.3	-1.1	1.7	-0.2	2.2		

FISCAL CONSIDERATIONS:

As seen, the CPI-U for Seattle-Tacoma-Bremerton rose 1.6% from June 2014 to June 2015 and the CPI-U for Seattle-Tacoma-Bremerton rose 1.8% from June 2015 to June 2016. Applying these percentages to the 2015 rates in the current contract, results in the following rates for 2017:

Member/Of Counsel	\$241.00 per hour
Associates	\$189.00 per hour
Law Clerks	\$142.00 per hour
Paralegal	\$126.00 per hour

These amounts were generated by rounding up to the nearest dollar on the first three rates and rounding down to the nearest dollar on the paralegal rate.

All of these rates are reflected in the attached contract.

POLICY CONSIDERATIONS:

The Consumer Price Index (CPI) is a measure of the average change over time in the prices paid by urban consumers for a market basket of consumer goods and services. The CPI-U is the most common inflation index measure for the United States.

COUNCIL OPTIONS:

1. Authorize the contract as presented.
2. Authorize the contract with specified changes.
3. Take no action.

RECOMMENDED MOTION:

"I move to authorize this contract as presented."

EXHIBIT A
Schedule of Fees

For the period from January 1, 2015 through December 31, 2015, the hourly rates shall be as follows:

Member/Of Counsel	\$233/hr
Associate	\$182/hr
Law Clerk	\$137/hr
Paralegal	\$122/hr
REIMBURSABLE EXPENSES	
Photo copying	\$0.15/copy
Legal Research Costs (e.g., Westlaw, Lexis)	Actual cost plus 25% administrative reimbursement (varies by database)
Long Distance Telephone	Actual long distance costs to firm
Faxes	Outbound faxes are billed at the actual long distance cost to the firm; no charge for inbound or local faxes
Postage	Actual cost for items exceeding one ounce; no charge below one ounce
Overnight Delivery	Actual cost
Travel	By car, IRS reimbursement rate, plus actual cost for any parking charges; other travel at actual cost
Word Processing	No cost (included in hourly rate)

For the period from January 1, 2016 through December 31, 2016, the hourly rates to be charged shall be the 2015 rates adjusted by the increase, if any, in the Consumer Price Index for all Urban Consumers (CPI-U), as published by the United States Bureau of Labor Statistics from June 2014 to June 2015.

CONTRACT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into this _____ day of January, 2017 by and between the **CITY OF NORMANDY PARK**, a Washington municipal corporation (hereinafter referred to as "**City**"), and OGDEN MURPHY WALLACE, P.L.L.C. (OMW), a corporation organized under the laws of the State of Washington, located and doing business at 901 Fifth Avenue, Suite 3500, Seattle, WA 98101 (hereinafter referred to as "**Attorney**").

RECITALS

WHEREAS, the City Attorney has been appointed by the City Manager and confirmed by the City Council, and;

WHEREAS, the duties of the City Attorney are generally described in Normandy Park Municipal Code 2.16.020, and;

WHEREAS, to comply with the State Auditor's office, this contract is entered into to delineate the scope of duties of the City Attorney, and;

WHEREAS, the Attorney agrees to perform such services under the terms and conditions described in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the parties as follows:

TERMS

Section 1. Term of Contract. The term of this contract shall be from January 1, 2017 to December 31, 2018, and duties are as follows:

- A. Attendance at all City Council meetings, and other City meetings as requested by the City Manager.
- B. Attendance at WCIA required training upon approval of the City Manager.
- C. Provide legal counsel, as needed, to the City Council, City Manager, City Staff and consultants regarding City business.

- D. In addition to the duties specified above, Attorney will represent the City in civil matters, and otherwise as provided in Normandy Park Municipal Code 2.16.020.

Section 2. Payment.

- A. The City shall pay the Attorney based upon the “schedule of fees” attached hereto as Exhibit A for services rendered.
- B. The Attorney shall submit monthly invoices describing the services rendered, time spent and reimbursable expenses under the terms of payments as described in Exhibit A. The City agrees to make payments to the Attorney within thirty (30) days of the receipt of the Attorney’s invoice. If the City objects to all or any portion of any invoice, it shall so notify the Attorney of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

Section 3. Relationship of Parties. The parties intend that an independent contractor-client relationship will be created by this Agreement. No employee, agent, representative or subcontractor of the Attorney shall be or shall be deemed to be the employee or subcontractor of the City. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance are available from the City to the employees, agents, representatives or subcontractors of the Attorney.

Section 4. Conflicts of Interest. The City Attorney agrees to make reasonable efforts to minimize conflicts of interest between the interests of the City and other clients of the Attorney. In the event of a situation where a conflict of interest exists, resulting in the City Attorney’s inability (according to the Rules of Professional Conduct, enacted by the State Supreme Court) to represent City, the City will hire/employ independent counsel.

Section 5. Insurance. The Attorney agrees to carry for the duration of this Contract professional and/or malpractice insurance in the amount of \$1,000,000 per incident. The foregoing insurance policy shall contain a thirty (30) day notice of cancellation providing that notice shall be given to the City not less than thirty (30) days prior to any termination or material modification of coverage.

Section 6. Discrimination. In the hiring of employees for the performance of the work in this Agreement, the Attorney shall agree that no person shall, on the grounds of race, creed, color, national origin, sex, marital status, age, religion or on the presence of any sensory, mental or physical handicap, be excluded from full employment rights with the Attorney. Neither shall the Attorney discriminate against any employee or applicant for employment for the above reasons, provided that prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved.

Section 7. Termination. This Agreement may be terminated at any time by either party by giving sixty (60) days' written notice of intention to terminate the other party and consistent with the provisions of the Normandy Park Municipal Code 2.16.010. In the event of termination, the City shall only be liable for payments within the terms of the Agreement for services properly rendered prior to the effective date of termination.

Section 8. Entire Agreement. The written terms and provisions of this Agreement, together with Exhibit A attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Agreement and any Exhibits attached hereto.

Section 9. Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and Attorney.

Section 10. Assignment. Any assignment of this Agreement by the Attorney without the written consent of the City shall be void.

Section 11. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this writing.

City of Normandy Park
City Manager's Office
801 S.W. 174th Street
Normandy Park, WA 98166

Notices to the Attorney shall be sent to the following address:

James E. Haney
Ogden Murphy Wallace, P.L.L.C.
901 Fifth Avenue, Suite 3500
Seattle, WA 98101

Section 12. Governing Law, Resolution of Disputes. Should any dispute, misunderstanding or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City, and the City shall determine the term or provision's true intent and meaning. The City shall also decide all questions that may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Attorney under any of the provisions of this Agreement that cannot be resolved by the City's determination in a reasonable time, or if the Attorney does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in King County Superior Court, King County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses and reasonable attorneys' fees incurred in any litigation arising out of the enforcement of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CITY OF NORMANDY PARK

Mark Hoppen, City Manager

ATTEST/AUTHENTICATED:

Debbie Burke, City Clerk

ATTORNEY:

By: James E. Haney, Member

EXHIBIT A
Schedule of Fees

For the period from January 1, 2017 through December 31, 2017, the hourly rates shall be as follows:

Member/Of Counsel	\$241/hr
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Legal Research Costs (e.g., Westlaw, Lexis)	Actual cost plus 25% administrative reimbursement (varies by database)
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Faxes	Outbound faxes are billed at the actual long distance cost to the firm; no charge for inbound or local faxes
Postage	Actual cost for items exceeding one ounce; no charge below one ounce
Overnight Delivery	Actual cost
Travel	By car, IRS reimbursement rate, plus actual cost for any parking charges; other travel at actual cost
Word Processing	No cost (included in hourly rate)

For the period from January 1, 2018 through December 31, 2018, the hourly rates to be charged shall be the 2017 rates adjusted by the increase, if any, in the Consumer Price Index for all Urban Consumers (CPI-U), as published by the United States Bureau of Labor Statistics from June 2016 to June 2017.



Normandy Park City Council Meeting

Meeting Date: December 13, 2016

Agenda Category: Consent Agenda

Agenda Bill #: 362

SUBJECT: Miller and Walker Creeks Basin Stewardship and Monitoring Coordination 2017 Technical Services Agreement with King County, City of Normandy Park, City of Burien, and City of SeaTac

ATTACHMENT(S):

1. Scope of Work
2. Technical Services Agreement

PRESENTED BY: Amanda León, Parks Director

RECOMMENDED BY: Amanda León, Parks Director

REVIEWED BY: City Manager, Finance, City Attorney, and Community Development

STAFF EXPLANATION:

Background:

The Miller and Walker Creeks Basin Stewardship and Monitoring Coordination 2017 Technical Services Agreement with King County, City of Normandy Park, City of Burien, and City of SeaTac is an annual agreement for services between the County and the Cities. These services include technical consulting on environmental services concerning the creeks as well as conservation project management such as invasive plant removal and restoration projects.

The agreement is renewed annually and conforms to regulatory requirements in the City NPDES Permit Phase II requirements.

Timelines:

Contract execution January 1, 2017 to December 31, 2017.

Staff Recommendation:

Staff recommends Option 1 to continue efforts for water quality support within the basins, as well as meeting many NPDES Phase II Permit requirements.

FISCAL IMPACT:

The City of Normandy Park's cost share in 2017 is up to \$8,076. The cost share of the agreement is prorated across the jurisdictions by population.

POTENTIAL BENEFITS AND/OR CONSEQUENCES: NA

COMMITTEE RECOMMENDATIONS: NA

COUNCIL OPTIONS:

1. Authorize the Agreement as presented.
2. Authorize the Agreement with specified changes.
3. Refer to staff for further review.
4. Take no action.

RECOMMENDED MOTION:

"I move to authorize City Manager Mark Hoppen to execute the Agreement as presented."

Scope of Work Miller and Walker Creeks Basin Basin Stewardship and Monitoring Coordination 2017

Background

In February 2006, the cities of Burien, Normandy Park, and SeaTac, the Port of Seattle, the Washington State Department of Transportation, and King County completed an Executive Proposed **Miller and Walker Creeks Basin Plan**, with the goal of identifying cooperative actions to protect water quality and aquatic habitat in the basin and address flooding and erosion problems.

Among the identified actions is the implementation of stewardship services by providing a single point of contact and coordination for citizens, interest groups, and governments for surface water related issues and activities in the basin. Stewardship also includes providing opportunities for public education on watershed issues and for community involvement in hands-on watershed enhancement and protection activities.

An additional action recommendation in the Basin Plan is monitoring of flow, water quality, and habitat conditions. In 2011, the basin steward developed a coordinated basin monitoring plan with input from the jurisdictions in the basin and citizens. Basin stewardship services include continuing to develop monitoring capacity and coordinating a comprehensive monitoring program from a basin-wide perspective. Continued implementation of a basin-wide monitoring program through coordination of existing monitoring and potential expansion of monitoring will provide data needed to identify and manage resource protection and improvement activities in the basin.

Since 2007, Burien, Normandy Park, SeaTac, the Port of Seattle, and King County (Basin Partners) have jointly funded stewardship and basin monitoring coordination/development, with King County acting as the service provider. These activities have also been undertaken as part of local government and agency efforts to contribute to the health of Puget Sound and native salmon populations. Basin stewardship was specifically recommended as Program WW-10 in the “Salmon Habitat Plan: Making Our Watershed Fit for a King – Green/Duwamish and Central Puget Sound Watershed (WRIA 9)” (August 2005).

Under this Scope of Work, King County will provide continued basin stewardship and monitoring coordination/development services to the Cities of Burien, Normandy Park, and SeaTac in 2017. These services are provided to the Port of Seattle under a separate agreement.

Scope of Work

King County will provide the following services for the period January 1, 2017, to December 31, 2017.

Basin Stewardship Activities

The goal of these activities is to:

- Improve environmental conditions in the creek basins and foster community investment in water resources by helping others implement stormwater management projects and conducting volunteer stream/wetland improvement projects
- Develop and provide watershed education resources for students and adults
- Provide a single point of contact for citizens, community groups, and governments on issues related to and affecting the basin.

If space is available, King County staff is able to work out of Burien or Normandy Park City Halls as needed.

Task 1: Continue and expand basin stewardship projects focused on invasive plant control, revegetation, and/or stormwater retrofits

Task 1a: Maintain Existing Stewardship Projects: Stewardship will continue at existing stewardship projects including:

- Miller Creek at S. 144th Way in Burien: weeding project(s)
- Phase 1 test plot Miller Creek restoration at Southwest Suburban Sewer District plant: weeding(s)
- Walker Preserve in Normandy Park: ivy removal and revegetation
- Walker Wetland in Burien

Services provided will include:

- Monitor for invasive weeds and survival of new plants
- Organize volunteer events to weed, mulch, and in-fill plant as necessary and as volunteers are available

Task 1b: Initiate new stewardship and/or low impact development projects as opportunities arise on at least two sites. Services provided will include:

- Apply for grants and/or provide grant-writing assistance
- Plan and implement at least four stewardship and/or low impact development events
- Publicize activities in local news media and city newsletters and recruit volunteers
- Handle all logistics including tools, supplies, snacks, portable toilets, and property access
- Purchase of plants and materials
- Hire contractors to work in areas not appropriate for volunteers as needed
- Continue the Miller-Walker Habitat Steward program, recruiting, training and supporting volunteers who adopt restoration sites where they organize and host ongoing stream stewardship activities

Other Anticipated Tasks:

- Inspect streams and control weeds with King County Noxious Weed Program staff
- Promote the use of low impact development practices

Task 2: Carry out education programs focused on the Miller/Walker Creek basin

- Provide education programs for high school students/adult audiences. Update presentations as necessary to incorporate new developments in the basin and Puget Sound Starts Here messaging from city stormwater pollution prevention (STORM program) and Puget Sound Partnership.
- Work with or support Basin Partners' public and education and outreach staff in implementing activities to achieve the goals of this stewardship and monitoring program.

Task 3: Develop print media and web resources to support awareness and be a citizen point of contact

Task 3a: Maintain design and content for Miller/Walker basin home page on the web and/or post content to social media sites.

Task 3b: Provide stream and water quality related content for other web sites and new media including city, county, and community webpages (e.g., B-Town blog).

Task 3c: Draft three articles for city newsletters each year.

Task 4: Be a point of contact for citizens and governments, and assist homeowners

Task 4a: Serve as single point of contact for citizens seeking creek information, stream stewardship (on private property) information, and volunteer opportunities. Participate in public meetings/hearings related to the health of aquatic resources in the basin as requested by the agreement signatories.

Task 4b: Respond to citizen requests for site visits to homeowners seeking assistance with drainage, low impact development, vegetation, and creek stewardship. Work will be performed in cooperation with city staff where appropriate.

Task 4c: Provide on-the-ground stewardship/stormwater retrofit assistance to property owners to teach them techniques and create sense of commitment. Encourage involvement in cost sharing programs, applying for grants, and neighbor cooperation. Most likely tasks are invasive plant removal (principally English ivy), vegetation management, rain garden construction, and proper tree-planting techniques. Number of contacts will vary based on property-owner interest.

Task 4d: Notify Basin Partner staff members regarding water quality issues or complaints directed to the steward.

Task 4e: Upon request, assist with items required under NPDES permits. Costs for this task will not be shared by all basin partners, as shown in the project cost allocation tables below.

Other Anticipated Tasks:

- Facilitate meetings of the Miller/Walker Creeks Project Management Team as requested
- Develop and implement a Watershed Improvement Plan as requested

Monitoring Coordination

The goal of this activity is to implement a coordinated basin monitoring program, per the Miller-Walker Creeks Monitoring and Sampling Analysis Plan developed in 2011, as funding permits. In 2017, the steward will work with basin partners to secure funding and coordinate monitoring activities pursuant to the recommendations of the approved Quality Assurance Project Plan (QAPP).

Task 5: Salmon Surveys

The steward will conduct the successful annual program, Community Salmon Investigation for Highline, to count living adult salmon and investigate carcasses for pre-spawn mortality. Activities/deliverables will include:

- Sampling design,
- Volunteer recruitment,
- Training of volunteers,
- Scheduling/managing volunteer surveys,
- Publicizing results through the collection period in local media and city newsletters,
- Compilation and analysis of accumulated data,
- Assisting researchers attempting to determine causes and solutions for pre-spawn mortality,
- Presenting results to the community at two evening meetings, one in Burien and one in Normandy Park.

This sampling program will occur October 2017 – December 2017 or January 2018 (end of the chum run).

Task 6: General Monitoring and Coordination

- Respond to requests for monitoring information;
- Apply for grant funding for continuing or expanding the monitoring program;
- Coordinate annual benthic macroinvertebrate sampling in Miller and Walker creeks;
- Summarize monitoring results as time allows.

Project Costs and Allocation by Jurisdiction

The Project costs are allocated based on percent of impervious area in each jurisdiction, calculated from King County LandSat data. Percent shares may be updated by agreement amendment when new data are available. The Port of Seattle, which is providing its cost share under a separate agreement with King County, is not funding a share for task 4e; City of SeaTac also opts not to share in task 4e. Costs and shares for task 4e are shown in the second table below. The totals below do not include grants awarded to King County for Miller-Walker projects.

Costs/Cost Shares for Tasks Except 4e

Jurisdiction	Percent of Annual Cost Share for all tasks except 4e	Estimated Cost Shares (\$)*
Burien	69.03%	up to 58,540
Port of Seattle (<i>for calculation only</i>)	15.48%	up to 13,131
SeaTac	3.49%	up to 2,960
King County	2.76%	up to 2,338
Normandy Park	9.24%	up to 7,832
Estimated Total	100.00%	up to \$84,801

Costs/Cost Shares for Task 4e

Jurisdiction	Percent of Annual Cost Share for task 4e only	Estimated Cost Shares (\$)*
Burien	82.72	up to 1654
Port of Seattle	0	0
SeaTac	0	0
King County	5.12	up to 102
Normandy Park	12.16	up to 244
Total	100.00%	up to \$2,000

*Total costs for all tasks will not exceed \$84,801. Each jurisdiction’s maximum cost share is as shown in Table 1. Costs/cost shares for Task 4e will proportionately reduce costs/cost shares for the other tasks.

Miller and Walker Creeks
Basin Stewardship and Monitoring Coordination 2017
Technical Services Agreement

This Agreement is made and entered into by King County, Washington, hereinafter referred to as "King County," and the City of Burien, hereinafter referred to as "Burien," the City of Normandy Park, hereinafter referred to as "Normandy Park," and the City of SeaTac, hereinafter referred to as "SeaTac," collectively referred to as the "Parties," for the provision of Basin Stewardship and Monitoring Coordination services by King County. Burien, Normandy Park, and SeaTac will be collectively referred to hereinafter as the "Cities."

The Parties mutually agree as follows:

I. Purpose

This Agreement between King County and the Cities states the terms under which King County, through its Water and Land Resources Division (WLRD), will provide Basin Stewardship services to the Cities in 2017 ("Project"). The services to be provided are described on Exhibit One, attached to this Agreement and incorporated herein and made a part hereof.

II. Project Management

- A. The Project will be managed by a Project Management Team (hereinafter "PMT") consisting of one representative from each of the Parties, as well as a representative from the Port of Seattle. Each Party, and the Port of Seattle, will designate its respective PMT representative.
- B. The PMT will meet at least four times per year, and more frequently if the PMT determines it necessary, to review Project progress.
- C. King County will perform day-to-day project management and direction and communicate with other PMT members as needed to conduct Project activities.
- D. King County will schedule, facilitate, and provide summaries of all PMT meetings during implementation of the Project.
- E. The PMT will reach its decisions by consensus, considering input from subject matter experts when mutually agreed upon.

III. Responsibilities

- A. King County WLRD shall:
 - 1. provide services as described in Exhibit One;
 - 2. work with representatives of the Cities to coordinate provision of services, as described in Exhibit One;
 - 3. designate one representative to serve on the PMT and participate in PMT meetings;
 - 4. provide staff to serve on the Committee, as described above. The cost of Committee staffing is included in the Project costs per Exhibit One; and
 - 5. cover a portion of the costs associated with its delivery of services on a proportional basis, as described in Exhibit One.
- B. The Cities shall:
 - 1. work with WLRD staff to coordinate provision of services, as described in Exhibit One and as otherwise needed;
 - 2. designate one representative to serve on the PMT and participate in PMT meetings; and
 - 3. pay for services as described below.

IV. Costs and Billing

- A. The estimated cost of the technical services to be provided to the Cities in 2017 is as shown in Exhibit One. The Cities shall each pay a percentage of the actual costs incurred by King County in providing services, as shown in Exhibit One.
- B. The Parties agree to the following regarding billing and payment: King County will bill the Cities for their shares of service costs on a quarterly basis. Billed costs will be the actual cost of providing services. Payment to King County for submitted invoices will be made by the Cities within forty-five (45) days of receipt of invoices.

V. Effectiveness, Duration, Termination, and Amendment

- A. This Agreement is effective upon signature by all of the Parties and will remain in effect until December 31, 2017.
- B. Any of the Parties may end its participation in this Agreement upon 90 days written notice to the other Parties. This Agreement may also be terminated by written agreement of the Parties. In the event of termination, payment will be made by the Parties for work performed by King County to the date of termination.

- C. This Agreement may be amended only by written agreement of the Parties. Modifications may be made to the Scope of Work in Exhibit One provided they are agreed to by the Parties in writing and within the terms and scope of Articles I through VII of this Agreement. Such modifications shall be in writing and appended to this Agreement.
- D. This Agreement is not assignable by any Party, either in whole or in part.
- E. This Agreement is a complete expression of the intent of the Parties and any oral or written representations or understandings not incorporated herein are excluded. The Parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the Parties which shall be attached to the original Agreement.
- F. The Parties represent that funds for service provision under this Agreement have been appropriated and are available for 2017. To the extent that such service provision requires future appropriations beyond current appropriation authority, the obligations of each Party are contingent upon the appropriation of sufficient funds by that Party's legislative authority to complete the activities described herein. If no such appropriation is made for any such Party, this Agreement will terminate at the close of the current appropriation year for that Party.

VI. Counterparts

This Agreement may be executed in counterparts.

VII. Indemnification and Hold Harmless

Each of the Cities shall protect, defend, indemnify, and save harmless King County, its officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from that City's own negligent acts or omissions in performing its obligations pursuant to this Agreement. King County shall protect, defend, indemnify, and save harmless each of the Cities, their officers, officials, employees, and agents, while acting within the scope of their employment, from any and all costs, claims, judgments, penalties, and/or awards of damages, arising out of or in any way resulting from King County's own

negligent acts or omissions in performing its obligations pursuant to this Agreement. Each Party agrees that its obligations under this Article extend to any claim, demand, and/or cause of action brought by, or on behalf of, any of its employees or agents. For this purpose, each Party, by mutual negotiation, hereby waives, with respect to the other Parties only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event that a Party incurs any judgment, award, and/or cost arising therefrom, including attorneys' fees, to enforce the provisions of this Article, all such fees, expenses, and costs shall be recoverable from the responsible Party or Parties to the extent of that Party's or Parties' culpability. The indemnifications provided for in this Article VII. shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the _____ day of _____, 201__.

Approved as to Form

City of Burien:

By: _____ By: _____

Title: _____ Title: _____

Approved as to Form

City of Normandy Park:

By: _____ By: _____

Title: _____ Title: _____

Approved as to Form

City of SeaTac:

By: _____ By: _____

Title: _____ Title: _____

Approved as to Form

King County:

By: _____ By: _____

Title: Deputy Prosecuting Attorney

Title: King County Executive

Scope of Work Miller and Walker Creeks Basin Basin Stewardship and Monitoring Coordination 2017

Background

In February 2006, the cities of Burien, Normandy Park, and SeaTac, the Port of Seattle, the Washington State Department of Transportation, and King County completed an Executive Proposed **Miller and Walker Creeks Basin Plan**, with the goal of identifying cooperative actions to protect water quality and aquatic habitat in the basin and address flooding and erosion problems.

Among the identified actions is the implementation of stewardship services by providing a single point of contact and coordination for citizens, interest groups, and governments for surface water related issues and activities in the basin. Stewardship also includes providing opportunities for public education on watershed issues and for community involvement in hands-on watershed enhancement and protection activities.

An additional action recommendation in the Basin Plan is monitoring of flow, water quality, and habitat conditions. In 2011, the basin steward developed a coordinated basin monitoring plan with input from the jurisdictions in the basin and citizens. Basin stewardship services include continuing to develop monitoring capacity and coordinating a comprehensive monitoring program from a basin-wide perspective. Continued implementation of a basin-wide monitoring program through coordination of existing monitoring and potential expansion of monitoring will provide data needed to identify and manage resource protection and improvement activities in the basin.

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Under this Scope of Work, King County will provide continued basin stewardship and monitoring coordination/development services to the Cities of Burien, Normandy Park, and SeaTac in 2017. These services are provided to the Port of Seattle under a separate agreement.

Scope of Work

King County will provide the following services for the period January 1, 2017, to December 31, 2017.

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The goal of these activities is to:

- Improve environmental conditions in the creek basins and foster community investment in water resources by helping others implement stormwater management projects and conducting volunteer stream/wetland improvement projects
- Develop and provide watershed education resources for students and adults

- Provide a single point of contact for citizens, community groups, and governments on issues related to and affecting the basin.

If space is available, King County staff is able to work out of Burien or Normandy Park City Halls as needed.

Task 1: Continue and expand basin stewardship projects focused on invasive plant control, revegetation, and/or stormwater retrofits

Task 1a: Maintain Existing Stewardship Projects: Stewardship will continue at existing stewardship projects including:

- Miller Creek at S. 144th Way in Burien: weeding project(s)
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- Walker Preserve in Normandy Park: ivy removal and revegetation
- Walker Wetland in Burien

Services provided will include:

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- Apply for grants and/or provide grant-writing assistance
- Plan and implement at least four stewardship and/or low impact development events
- Publicize activities in local news media and city newsletters and recruit volunteers
- Handle all logistics including tools, supplies, snacks, portable toilets, and property access
- Purchase of plants and materials
- Hire contractors to work in areas not appropriate for volunteers as needed
- Continue the Miller-Walker Habitat Steward program, recruiting, training and supporting volunteers who adopt restoration sites where they organize and host ongoing stream stewardship activities

Other Anticipated Tasks:

- Inspect streams and control weeds with King County Noxious Weed Program staff
- Promote the use of low impact development practices

Task 2: Carry out education programs focused on the Miller/Walker Creek basin

- Provide education programs for high school students/adult audiences. Update presentations as necessary to incorporate new developments in the basin and Puget Sound Starts Here messaging from city stormwater pollution prevention (STORM program) and Puget Sound Partnership.
- Work with or support Basin Partners' public and education and outreach staff in implementing activities to achieve the goals of this stewardship and monitoring program.

Task 3: Develop print media and web resources to support awareness and be a citizen point of contact

Task 3a: Maintain design and content for Miller/Walker basin home page on the web and/or post content to social media sites.

Task 3b: Provide stream and water quality related content for other web sites and new media including city, county, and community webpages (e.g., B-Town blog).

Task 3c: Draft three articles for city newsletters each year.

Task 4: Be a point of contact for citizens and governments, and assist homeowners

Task 4a: Serve as single point of contact for citizens seeking creek information, stream stewardship (on private property) information, and volunteer opportunities. Participate in public meetings/hearings related to the health of aquatic resources in the basin as requested by the agreement signatories.

Task 4b: Respond to citizen requests for site visits to homeowners seeking assistance with drainage, low impact development, vegetation, and creek stewardship. Work will be performed in cooperation with city staff where appropriate.

Task 4c: Provide on-the-ground stewardship/stormwater retrofit assistance to property owners to teach them techniques and create sense of commitment. Encourage involvement in cost sharing programs, applying for grants, and neighbor cooperation. Most likely tasks are invasive plant removal (principally English ivy), vegetation management, rain garden construction, and proper tree-planting techniques. Number of contacts will vary based on property-owner interest.

Task 4d: Notify Basin Partner staff members regarding water quality issues or complaints directed to the steward.

Task 4e: Upon request, assist with items required under NPDES permits. Costs for this task will not be shared by all basin partners, as shown in the project cost allocation tables below.

Other Anticipated Tasks:

- Facilitate meetings of the Miller/Walker Creeks Project Management Team as requested
- Develop and implement a Watershed Improvement Plan as requested

Monitoring Coordination

The goal of this activity is to implement a coordinated basin monitoring program, per the Miller-Walker Creeks Monitoring and Sampling Analysis Plan developed in 2011, as funding permits. In 2017, the steward will work with basin partners to secure funding and coordinate monitoring activities pursuant to the recommendations of the approved Quality Assurance Project Plan (QAPP).

Task 5: Salmon Surveys

The steward will conduct the successful annual program, Community Salmon Investigation for Highline, to count living adult salmon and investigate carcasses for pre-spawn mortality. Activities/deliverables will include:

- Sampling design,
- Volunteer recruitment,
- Training of volunteers,
- Scheduling/managing volunteer surveys,
- Publicizing results through the collection period in local media and city newsletters,
- Compilation and analysis of accumulated data,
- Assisting researchers attempting to determine causes and solutions for pre-spawn mortality,
- Presenting results to the community at two evening meetings, one in Burien and one in Normandy Park.

This sampling program will occur October 2017 – December 2017 or January 2018 (end of the chum run).

Task 6: General Monitoring and Coordination

- Respond to requests for monitoring information;
- Apply for grant funding for continuing or expanding the monitoring program;
- Coordinate annual benthic macroinvertebrate sampling in Miller and Walker creeks;
- Summarize monitoring results as time allows.

Project Costs and Allocation by Jurisdiction

The Project costs are allocated based on percent of impervious area in each jurisdiction, calculated from King County LandSat data. Percent shares may be updated by agreement amendment when new data are available. The Port of Seattle, which is providing its cost share under a separate agreement with King County, is not funding a share for task 4e; City of SeaTac also opts not to share in task 4e. Costs and shares for task 4e are shown in the second table below. The totals below do not include grants awarded to King County for Miller-Walker projects.

Costs/Cost Shares for Tasks Except 4e

Jurisdiction	Percent of Annual Cost Share for all tasks except 4e	Estimated Cost Shares (\$)*
Burien	69.03%	up to 58,540
Port of Seattle (<i>for calculation only</i>)	15.48%	up to 13,131
SeaTac	3.49%	up to 2,960
King County	2.76%	up to 2,338
Normandy Park	9.24%	up to 7,832
Estimated Total	100.00%	up to \$84,801

Costs/Cost Shares for Task 4e

Jurisdiction	Percent of Annual Cost Share for task 4e only	Estimated Cost Shares (\$)*
Burien	82.72	up to 1654
Port of Seattle	0	0
SeaTac	0	0
King County	5.12	up to 102
Normandy Park	12.16	up to 244
Total	100.00%	up to \$2,000

*Total costs for all tasks will not exceed \$84,801. Each jurisdiction’s maximum cost share is as shown in Table 1. Costs/cost shares for Task 4e will proportionately reduce costs/cost shares for the other tasks.

I. CALL TO ORDER and FLAG SALUTE

Mayor Chicquette called the meeting to order at 7:00 p.m. (MPD 11/8 – need to upload agendas to iCompass)

II. ROLL CALL

Present: Mayor Jonathan Chicquette, Mayor Pro Tem Mike Bishoff; Councilmember Tom Munslow, Michelle Sipes-Marvin, Susan West, and Kathleen Waters. Absent: Councilmember John Rankin.

Staff: City Manager Mark Hoppen, City Attorney James Haney, Police Chief Dan Yourkoski, Finance Director Jennifer Ferrer-Santa Ines, Parks Director Amanda León, and City Clerk Debbie Burke.

III. APPROVAL OF THE AGENDA

Motion by Councilmember Waters to approve the agenda as presented, second by Councilmember West. The motion carried 6 – 0.

IV. PUBLIC COMMENT

Karen Steele, 17837 1st Ave S, Normandy Park, is the Chair of the Sensible Spending on our Schools. She alleged several instances of violation to our First Constitutional Amendment: Freedom of Speech against persons supporting a 'no vote' on the Highline School District Bond Measure.

Craig Daly, 17125 8th Ave SW, Normandy Park, wished everyone a Happy Election Day.

V. PUBLIC HEARING

a. 2016 Budget Amendment, Ordinance 944

The amendment consists of additional appropriations to cover unanticipated unemployment costs and recently approved police vehicle purchases.

Mayor Chicquette opened the Public Hearing at 7:08 p.m. One person commented on the police vehicles. There being no further comment, the Hearing was closed at 7:10 p.m.

b. 2017 Property Tax Levy, Ordinance 945

The proposed ordinance represents the 2017 statutory increased in dollars and percent as allowed by RCW 84.55.120.

Mayor Chicquette opened the Public Hearing at 7:11 p.m. There being no comment, the Hearing was closed at 7:12 p.m.

VI. CONSENT AGENDA

- a. Arts Commission Appointment – Vanessa Lamoreaux
- b. Meeting Minutes dated October 11 and 25, 2016
- c. Claims Check

Motion by Councilmember Waters to approve the Consent Agenda dated November 8, 2016 as presented, second by Councilmember West. The motion carried unanimously.

VII. REPORT OF OFFICERS

Mayor's Report – Met with Boy Scouts prior to tonight's meeting.

Councilmember & Regional Committee Reports – (West) Police Chief attended the last Economic Development Committee, Winterfest Activities date changed to Saturday, December 3rd due to Sunday conflict with the Seahawks game, (Waters) Finance Committee and Budget Advisory Committee work on the proposed 2017-2018 Budget.

VIII. CONTINUED BUSINESS

- a. 2017-2018 Budget Ordinance 943, 2nd Reading
A revised ordinance was distributed to Council at the meeting. (dbl check version signed to one in packet)

Motion by Councilmember Waters to adopt Ordinance 943 as amended, second by Councilmember West. The motion carried 6 – 0.

IX. ADJOURN

Motion by Councilmember Waters to adjourn the meeting at 7:20 p.m., second by Councilmember Munslow. The motion carried 6 – 0.

Jonathan Chicquette, Mayor

Debbie Burke, City Clerk

Meeting Minutes approved December 13, 2016.

I. CALL TO ORDER & FLAG SALUTE

Mayor Chicquette called the meeting to order at 7:00 p.m. followed by the Pledge of Allegiance.

II. ROLL CALL

Present: Mayor Jonathan Chicquette, Mayor Pro Tem Mike Bishoff; Councilmember Tom Munslow and Michelle Sipes-Marvin. Absent: Councilmember John Rankin, Kathleen Waters, and Susan West.

Motion by Councilmember Munslow to excuse Councilmember Rankin, Waters, and West, second by Councilmember Sipes-Marvin. The motion carried 4 – 0.

Staff: City Manager Mark Hoppen, City Attorney Jim Haney, Finance Director Jennifer Ferrer-Santa Ines, and City Clerk Debbie Burke.

III. APPROVAL OF THE AGENDA

The Facility Planning Task Force was removed from the agenda and will be rescheduled for the December 13th Council Meeting.

Motion by Councilmember Munslow to approve the agenda as amended, second by Councilmember Sipes-Marvin. The motion carried 4 – 0.

IV. PUBLIC COMMENT

Craig Daly, 17215 8th Ave SW, Normandy Park,

V. CONTINUED BUSINESS

a. 2016 Budget Amendment Ordinance 944, 2nd Reading

The 1st Reading of the Ordinance occurred at the November 8th Council Meeting.

Motion by Mayor Pro Tem Bishoff to adopt Ordinance 944 amending the 2016 Budget as presented, second by Councilmember Munslow. The motion carried 4 – 0.

b. 2017 Property Tax Ordinance 945, 2nd Reading

The 1st Reading of the Ordinance occurred at the November 8th Council Meeting.

Motion by Councilmember Sipes-Marvin to adopt Ordinance 945, establishing the 2017 property tax as presented, second by Councilmember Munslow. The motion carried 4 – 0.

VI. NEW BUSINESS

a. 2017 Legislative Agenda

The document reflects goals to benefit the quality of life in Normandy Park through support of legislative stances of the Sound Cities Association, or by the Association of Washington Cities, or strictly by the City of Normandy Park.

Motion by Councilmember Munslow to approve the 2017 Legislative Agenda as presented, second by Councilmember Sipes-Marvin. The motion carried 4 – 0.

VII. ADJOURN

Motion by Councilmember Sipes-Marvin to adjourn the meeting at 7:09 p.m., second by Councilmember Munslow. The motion carried 4 – 0.

Jonathan Chicquette, Mayor

Debbie Burke, City Clerk

Meeting Minutes approved December 13, 2016.

**December 13, 2016
City Council Meeting**

**Recommended Motion To Approve The Consent
Agenda and Vouchers**

I move to approve the Consent Agenda to include:

Claims Check 53148 through 53183*,
and Check 53196 through 53235, in
the amount of \$295,327.19.

And

Payroll Check 53184 through 53196,
and Check 53236 through 53248, in
the amount of \$202,379.81."

Kathleen Waters Date

Mike Bishoff Date

Michelle Sipes-Marvin Date

**Check #52121 - VOID check included in this batch.*

Register

Fiscal: 2016

Period: 2016 - November

Council Dates: 2016 - November - 2nd Period

Bank: Checking

Type: Paycheck, Vendor Check

Payment Name: Alejandro B Gonzaga Jr, Amanda J. Leon, Andrew Swansiger, AWC Employee Benefit Trust, Brenda O'Neill, Brian R Norris, Brooks E Wall, Corey J Tillman, Daniel Will, Daniel W. Yourkoski, David S Nemens, Dobbie M. Burke, Dept of Labor & Industry, Dept of Retirement Systems, Donna Jean Lindsey, Ellen M. Gave, Giovanni Morolla, Gretchen E. Tryon, ICMA Retirement Trust 457 #300333, JaVohn Perry, Jennifer R Ferrer-Santa Ines, John Lievero, Johnmie G. Newell, Kenneth Courter, Lincoln National Life Insurance, Mark E. Hoppen, Mary F. Anderson, Normandy Park 941 Taxes, Normandy Park Unemployment, Rhannon Heinsohn, Ronald L. Ebbbers, Shawn C. Hayes, Teamsters Local Union No. 763

Outstanding Date: 12/6/2016 3:28:42 PM

Outstanding Code: Show All

Number: 53184, 53185, 53186, 53187, 53188, 53189, 53190, 53191, 53192, 53193, 53194, 53195, 2016 11-18 Direct Deposit

Number	Name	Fiscal Description	Cleared	Amount
53184	Anderson, Mary F.	2016 - November - 2nd Period		\$1,327.03
53185	Lievero, John	2016 - November - 2nd Period		\$3,002.93
53186	AWC Employee Benefit Trust	2016 - November - 2nd Period		\$0.00
53187	Dept of Labor & Industry	2016 - November - 2nd Period		\$0.00
53188	Dept of Retirement Systems	2016 - November - 2nd Period		\$10,926.03
53189	ICMA Retirement Trust 457 #300333	2016 - November - 2nd Period		\$2,725.00
53190	Lincoln National Life Insurance	2016 - November - 2nd Period		\$36.25
53191	Normandy Park 941 Taxes	2016 - November - 2nd Period		\$17,850.28
53192	Normandy Park Unemployment	2016 - November - 2nd Period		\$508.11
53193	Teamsters Local Union No. 763	2016 - November - 2nd Period		\$291.00
53194	AWC Employee Benefit Trust	2016 - November - 2nd Period		\$215.82
53195	Dept of Labor & Industry	2016 - November - 2nd Period		\$802.96
2016 11-18 Direct Deposit	Payroll Vendor	2016 - November - 2nd Period		\$41,698.34
				\$79,383.75

Register

Fiscal: 2016

Period: 2016 - December

Council Dates: 2016 - December - 1st Period

Bank: Checking

Type: Paycheck, Vendor Check

Payment Name: Alejandro B Gonzaga Jr, Amanda J. Leon, AWC Employee Benefit Trust, Brenda O'Neill, Brian R Norris, Brooks E Wall, Colin Thorpe, Corey I Tillman, Daniel Will, Daniel W. Yourkoski, David S Nemens, Debbie M. Burke, Dept of Labor & Industry, Dept of Retirement Systems, Donna Jean Lindsey, Ellen M. Gave, Giovanni Morella, Gretchen E Tryon, HRA VEBA Trust Contributions, ICMA Retirement Trust 457 #300333, JaVohn Perry, Jennifer R Ferrer-Santa Ines, John Lievero, Johnnie G. Newell, Kenneth Courter, Lincoln National Life Insurance, Mark E Hoppen, Mary F. Anderson, Normandy Park 941 Taxes, Normandy Park Police Guild, Normandy Park Unemployment, Rhiannon Heinsohn, Ronald L. Ebbers, Shawn C. Hayes, Teamsters Local Union No. 763

Outstanding Date: 12/6/2016 3:39:58 PM

Outstanding Code: Show All

Number: 53236, 53237, 53238, 53239, 53240, 53241, 53242, 53243, 53244, 53245, 53246, 53247, 53248, 2016 12-05 Direct Deposit

Number	Name	Fiscal Description	Cleared	Amount
53236	Anderson, Mary F.	2016 - December - 1st Period		\$1,328.05
53237	Lievero, John	2016 - December - 1st Period		\$4,602.82
53238	AWC Employee Benefit Trust	2016 - December - 1st Period		\$0.00
53239	Dept of Labor & Industry	2016 - December - 1st Period		\$739.23
53240	Dept of Retirement Systems	2016 - December - 1st Period		\$11,119.45
53241	HRA VEBA Trust Contributions	2016 - December - 1st Period		\$1,370.00
53242	ICMA Retirement Trust 457 #300333	2016 - December - 1st Period		\$3,025.00
53243	Lincoln National Life Insurance	2016 - December - 1st Period		\$36.25
53244	Normandy Park 941 Taxes	2016 - December - 1st Period		\$26,264.51
53245	Normandy Park Police Guild	2016 - December - 1st Period		\$367.50
53246	Normandy Park Unemployment	2016 - December - 1st Period		\$517.28
53247	Teamsters Local Union No. 763	2016 - December - 1st Period		\$344.00
53248	AWC Employee Benefit Trust	2016 - December - 1st Period		\$21,492.39
2016 12-05 Direct Deposit	Payroll Vendor	2016 - December - 1st Period		\$51,799.58
				\$122,996.06

Register

Fiscal: 2016

Deposit Period: 2016 - November

Check Period: 2016 - November - 1st Period

Bank Accounts: Bank of America - 00007739704, Bank of America - 77150316, Bank of America - 9777061, Key Bank - 479681144990,

LGIP - 12345, MPD Key Bank - , Petty Cash - 11111111

Register Types: Check, Deposit, Warrant

Show Outstanding: All

System Types: Financials

Outstanding Date: 12/6/2016 3:41:50 PM

Show Details: Hide

Number	Name	Print Date	Clearing Date	Amount
Key Bank				
Check	479681144990			
53148	Ace Hardware & Paint of Normandy Park	11/10/2016		\$145.47
53149	Burien Bark LLC	11/10/2016		\$24.63
53150	Century Link	11/10/2016		\$479.83
53151	Codd, Julie M	11/10/2016		\$1,500.00
53152	Corporate Payment Systems	11/10/2016		\$6,319.96
53153	Des Moines, City of	11/10/2016		\$4,957.08
53154	Highline Water District-Kent	11/10/2016		\$72.00
53155	Honey Bucket	11/10/2016		\$249.25
53156	Icon Materials Inc	11/10/2016		\$151.11
53157	IntelliChoice, Inc.	11/10/2016		\$3,950.52
53158	King County Finance	11/10/2016		\$1,614.13
53159	Larsen Sign Co.	11/10/2016		\$426.66
53160	Metal Supermarkets/JDS Group LTD	11/10/2016		\$71.09
53161	Milton, City of	11/10/2016		\$5,780.68
53162	Napa Genuine Parts	11/10/2016		\$287.48
53163	National Safety, Inc	11/10/2016		\$247.80
53164	Olympic Environmental Resources	11/10/2016		\$24,943.55
53165	Owen Equipment Company	11/10/2016		\$382.33
53166	Pacific Tier Solutions, Inc	11/10/2016		\$337.47
53167	Pirtek Kent	11/10/2016		\$547.26
53168	Port of Seattle	11/10/2016		\$15,768.31
53169	Puget Sound Clean Air Agency	11/10/2016		\$2,956.50
53170	Puget Sound Energy	11/10/2016		\$8,699.65
53171	Danna, Carmelo	11/10/2016		\$245.00
53172	SHRED-IT USA LLC	11/10/2016		\$89.56
53173	Sprint Nextel Communications	11/10/2016		\$10.70
53174	The Work Clinic	11/10/2016		\$35.00
53175	Tinker Landscape/Construction, Inc	11/10/2016		\$11,590.59
53176	Tracy Greenwood Attorney At Law	11/10/2016		\$1,500.00

Number	Name	Print Date	Clearing Date	Amount
53177	ULINE, INC	11/10/2016		\$372.79
53178	Unum Life Insurance	11/10/2016		\$55.20
53179	Utilities Underground Location Center	11/10/2016		\$15.48
53180	WA ST Dept of Licensing	11/10/2016		\$534.00
53181	WA State Patrol	11/10/2016		\$24.00
53182	WaTech - Consolidated Technology Services	11/10/2016		\$17.45
53183	Wayne's Service Center	11/10/2016		\$304.36
52121-v	WA State Criminal Justice Training Commission	11/1/2016	11/4/2016	(\$1,000.00)
		Total	Check	\$93,706.89
		Total	479681144990	\$93,706.89
		Grand Total		\$93,706.89

Register

Fiscal: 2016

Deposit Period: 2016 - November

Check Period: 2016 - November - 2nd Period

Bank Accounts: Bank of America - 000077739704, Bank of America - 77150316, Bank of America - 9777061, Key Bank - 479681144990,

LGIP - 12345, MPD Key Bank - , Petty Cash - 11111111

Register Types: Check, Deposit, Warrant

Show Outstanding: All

System Types: Financials

Outstanding Date: 12/6/2016 3:42:51 PM

Show Details: Hide

Number	Name	Print Date	Clearing Date	Amount
Key Bank				
Check	479681144990			
53196	Ace Hardware & Paint -Burien	11/23/2016		\$27.89
53197	Ace Hardware & Paint of Normandy Park	11/23/2016		\$268.41
53198	BRYANT'S TRACTOR & MOWER INC	11/23/2016		Void
53199	Burien, City of	11/23/2016		\$3,000.00
53200	Carpinito Brothers, Inc.	11/23/2016		\$708.25
53201	Century Link	11/23/2016		\$457.85
53202	CJT	11/23/2016		\$1,204.83
53203	Comcast	11/23/2016		\$158.82
53204	Earthcoors	11/23/2016		\$14,679.62
53205	Newell, Johnnie G.	11/23/2016		\$82.83
53206	Gray & Osborne, Inc.	11/23/2016		\$3,599.30
53207	Gunarama Wholesale, Inc	11/23/2016		\$445.77
53208	HD Supply Waterworks Ltd	11/23/2016		\$1,920.30
53209	Highline School District # 401	11/23/2016		\$2,017.63
53210	Horizon Ford, Inc	11/23/2016		\$694.72
53211	King Co Water District No.49	11/23/2016		\$68.25
53212	King County Finance	11/23/2016		\$433.54
53213	McAfee, Inc	11/23/2016		\$689.85
53214	Mitel Netsolutions	11/23/2016		\$940.67
53215	Mountain Mist	11/23/2016		\$41.00
53216	Napa Genuine Parts	11/23/2016		\$529.45
53217	Ogden Murphy Wallace, PLLC	11/23/2016		\$4,310.50
53218	Owen Equipment Company	11/23/2016		\$778.52
53219	PacWest Machinery	11/23/2016		\$1,050.88
53220	Print Place	11/23/2016		\$125.93
53221	Puget Sound Energy	11/23/2016		\$6,688.37
53222	Red Hawk Fire & Security	11/23/2016		\$521.22
53223	SCORE	11/23/2016		\$6,510.00
53224	Seattle, City of	11/23/2016		\$554.40

Number	Name	Print Date	Cleaning Date	Amount
53225	Southwest Suburban Sewer District	11/23/2016		\$843.67
53226	Stantec Consulting Services, Inc.	11/23/2016		\$1,150.88
53227	Talakai Construction, LLC	11/23/2016		\$61,396.00
53228	Tinker Landscapes/Construction, Inc	11/23/2016		\$355.89
53229	U.S. BANK St. Paul	11/23/2016		\$81,205.00
53230	Utilities Underground Location Center	11/23/2016		\$56.76
53231	Vanguard Cleaning Systems of Washington	11/23/2016		\$1,080.00
53232	Vision Municipal Solutions	11/23/2016		\$353.08
53233	Zumar Industries, Inc	11/23/2016		\$755.55
53234	BRYANT'S TRACTOR & MOWER INC	11/28/2016		\$40.73
	Total		Check	\$199,746.36
	Total		479681144990	\$199,746.36
	Grand Total			\$199,746.36

Register

Fiscal: 2016
 Deposit Period: 2016 - November
 Check Period: 2016 - November - 3rd Period
 Bank Accounts: Bank of America - 000077739704, Bank of America - 77150316, Bank of America - 9777061, Key Bank - 479681144990,
 LGIP - 12345, MPD Key Bank - , Petty Cash - 11111111
 Register Types: Check, Deposit, Warrant
 Show Outstanding: All
 System Types: Financials
 Outstanding Date: 12/6/2016 3:43:45 PM
 Show Details: Hide

Number	Name	Print Date	Clearing Date	Amount
Key Bank	479681144990			
Check	Talakai Construction, LLC	11/28/2016	Check	\$1,873.94
53235			Total	\$1,873.94
			Total	\$1,873.94
			Grand Total	\$1,873.94



Normandy Park City Council Meeting

Meeting Date: December 13, 2016

Agenda Category: New Business

Agenda Bill #: 365

SUBJECT: Clearing & Grading Permit – Process Adjustments – Interim Ordinance

ATTACHMENT(S):

1. Interim Ordinance No. 946

PRESENTED BY: David Nemens, Community Development Director
James Haney, City Attorney

RECOMMENDED BY: Mark Hoppen, City Manager

REVIEWED BY: Finance and City Attorney

STAFF EXPLANATION:

In 2015, the City adopted Ordinance No. 924, which amended the Municipal Code to include certain State-mandated permit process reforms. The ordinance created a new code Chapter 18.150. The table at 18.150.030(4) classifies all land use permits and approvals into one of 5 different types for the purpose of assigning appropriate approval process. “Clearing, Grading & Filling” permits are assigned Type II, meaning that mailed and newspaper-published Notice of Application and other procedural steps are required. In drafting this ordinance staff meant to apply Type II procedural requirements only to Clearing & Grading permits over the 100 cubic yard threshold established by the State Environmental Policy Act (SEPA) for requiring environmental review. Proposed Interim Ordinance No. 946 would correct that oversight by establishing two tiers of Clearing & Grading permits, one for permits that are above the SEPA threshold (Type II) and one for permits below the SEPA threshold (Type I), with differing procedural requirements for each.

As authorized by State law, a City may adopt an interim ordinance to make immediate regulatory changes, provided that the City holds a public hearing on the ordinance within 60 days of adopting the interim ordinance and thereafter also goes through normally-required procedures such as Planning Commission review to pass a permanent regulation within six months.

FISCAL IMPACT:

Adoption of the interim ordinance would have no fiscal impact.

COUNCIL OPTIONS:

1. Adopt Interim Ordinance No. 946 as presented.
2. Adopt Interim Ordinance No. 946 with specified changes.
3. Refer Interim Ordinance No. 946 to staff for revisions.
4. Take no action.

RECOMMENDED MOTION:

"I move adopt Interim Ordinance No. 946 as presented."

**CITY OF NORMANDY PARK
ORDINANCE NO. 946**

AN ORDINANCE OF THE CITY OF NORMANDY PARK, WASHINGTON, ADOPTING AND INTERIM ZONING REGULATION; ADOPTING FINDINGS IN SUPPORT THEREOF; AMENDING NPMC TABLE 18.150.030(4) IN ORDER TO RECLASSIFY CLEARING, GRADING AND FILLING PERMITS THAT ARE EXEMPT FROM SEPA REVIEW TO BE TYPE I PERMITS; SETTING FEBRUARY 14, 2017 AS THE DATE FOR A PUBLIC HEARING ON THE INTERIM REGULATION; PROVIDING FOR THE INTERIM REGULATION TO REMAIN IN EFFECT FOR SIX MONTHS OR UNTIL A PERMANENT REGULATION IS ADOPTED; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Ordinance No. 924 of the City of Normandy Park, passed by the City Council on August 11, 2015, adopted NPMC 18.150 establishing procedures for the processing of City land use permits; and

WHEREAS, NPMC Table 18.150.030(4) classifies all such permits under six categories: Exempt, Type I, Type II, Type III, Type IV, and Type V; and

WHEREAS, at the time Ordinance No. 924 was adopted, all clearing, grading and filling permits were inadvertently classified as Type II permits, requiring that a notice of application be mailed to the owners of all property within 300 feet of the application site and that the notice of application be published in the City's official newspaper; and

WHEREAS, the Type II level of review is appropriate for clearing, grading and filling permits that are substantial enough to require SEPA review in order to determine the environmental impacts of the proposed project, but is not appropriate for permits that are not substantial enough to require SEPA review; and

WHEREAS, it was the intent of the Normandy Park City Council in adopting NPMC Table 18.150.030(4) that the Type I permit process was to be used for permits that do not require SEPA review and that the Type II and above processes should be reserved for projects that require SEPA review;

WHEREAS, in order to correct the inadvertent classification of all clearing, grading, and filling permits as Type II permits, the Normandy Park City Council has determined that NPMC Table 18.150.030(4) must be amended in order to reclassify clearing, grading and filling permits that are exempt from SEPA as Type I permits; and

WHEREAS, unless the amendment is adopted using the interim amendment process established by RCW 35A.63.220 and RCW 36.70A.390, applicants for minor clearing, grading and filling permits that are exempt from SEPA, including permits for the removal of a single tree, will be required to bear significant expenses and delays for mailed and published notice of such applications; now, therefore.

**THE CITY COUNCIL OF THE CITY OF NORMANDY PARK, WASHINGTON, DO
ORDAIN AS FOLLOWS:**

Section 1. Adoption of Findings. The recitals set forth above are hereby adopted as the Normandy Park City Council’s findings in support of the interim zoning regulation adopted by this ordinance. The Normandy Park City Council may, but shall not be required to, adopt additional findings after the public hearing referred to in Section 3 below.

Section 2. Interim Amendment of NPMC Table 18.150.030(4). NPMC Table 18.150.030(4) is hereby amended to read as follows:

PERMIT/ACTIVITY	REVIEW AUTHORITY	PERMIT TYPE					
		EXEMPT	I	II	III	IV	V
Binding site plan	HE				X		
Building permit	BO		X				
<u>Clearing, grading and filling permit - Exempt from SEPA Review</u>	<u>CM</u>		<u>X</u>				
Clearing, grading and filling permit - <u>Subject to SEPA Review</u>	CM			X			
Comprehensive plan amendment	PC/CC						X
Conditional use permit	HE				X		
Cottage housing subdivision	PC/CC					X	
Critical areas, single family residence administrative exception	CM			X			
Critical areas, reasonable use exception	HE				X		
Demolition permit	BO		X				
Design review permit, Tier 1	CM		X				
Design review permit, Tier 2	PC				X		
Disability reasonable accommodation	CM	X					
Disability reasonable accommodation -	CM		X				

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revocation							
Drainage code variance	HE				X		
Electrical permit	BO		X				
Essential public facility, local	CC	X					
Essential public facility, regional	CC	X					
Fence variance	CM		X				
Flood hazard development permit	CM			X			
Flood hazard variance	HE				X		
Home occupations	CM			X			
Interpretations	CM		X				
Landmark designations	CC	X					
Lot line adjustment	CDD		X				
Mechanical or gas piping permit	BO		X				
Moving permit (for transporting building)	BO		X				
Open space (RCW 84.34.030)	CC					X	
Planned residential development - Preliminary plan	PC/CC					X	
Planned residential development - Final Plan	PC/CC	X					
Plumbing permit	BO		X				
Property maintenance code decisions	BO		X				
Rezone, area-wide	PC/CC						X
Rezone, site specific	PC/CC					X	
Right-of-Way Use Permit	CDD		X				
SEPA determinations that are not consolidated with a hearing or appeal on the underlying action (WAC 197-11-680(3))	CM			X			
Shoreline permits (shoreline substantial development, shoreline conditional)	HE				X		

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use, shoreline variance)							
Short subdivision (4 or fewer lots)	CDD		X				
Short subdivision alterations and vacations - no public dedication	CDD		X				
Short subdivision alterations and vacations - with public dedication	CC	X					
Sign permit	CDD		X				
Subdivision (5 or more lots) - preliminary plat	HE				X		
Subdivisions - final plat	CC	X					
Subdivision alterations and vacations	CC	X					
Temporary use permit	CM		X				
Title deviations (Titles 10 and 17)	CC	X					
Variance	HE				X		
Zoning code amendment	PC/CC						X

KEY:

- BO: Building Official
- CC: City Council
- CDD Community Development and Parks Director (formerly Planning Manager)
- CM: City Manager or designee
- HE: Hearing Examiner
- PC: Planning Commission

Section 3. Public Hearing. The Normandy Park City Council shall hold a public hearing on the interim zoning regulation set forth in Section 2 above on February 14, 2017 at 7:00 p.m. or as soon thereafter as the matter may be heard, in the Council Chambers at Normandy Park City Hall, 801 SW 174th Street, Normandy Park, Washington 98166. The City Clerk or Community Development Director shall cause notice of the hearing to be published in the City’s official newspaper and posted on the City’s website as provided in NPMC 18.150.070.

Section 4. Effective Period for Interim Amendment. The interim amendment set forth in this ordinance shall be in effect for six months from the date this ordinance is effective and shall thereafter automatically expire, unless the same is extended as provided in RCW 36.70A.390 and

RCW 35A.63.220, or unless a permanent amendment is adopted sooner by the Normandy Park City Council.

Section 5. Transmittal to Planning Commission. This ordinance shall be transmitted to the Normandy Park Planning Commission for its consideration and recommendation concerning the classification of clearing, grading and filling permits. The Normandy Park Planning Commission is requested to complete its review, including the holding of a public hearing on permanent amendment and the transmittal of its recommendation to the Normandy Park City Council, in time for the Council to deliberate and take action before the interim amendment expires.

Section 6. Transmittal to Department of Commerce. Pursuant to RCW 36.70A.106, this ordinance shall be transmitted to the Washington State Department of Commerce as required by law.

Section 7. Severability. If any section, sentence, clause or phrase of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, the invalidity or unconstitutionality does not affect the valid or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 5. Effective Date. This Ordinance shall become effective five days following its passage and publication.

PASSED BY THE CITY COUNCIL OF THE CITY OF NORMANDY PARK THIS 13th DAY OF DECEMBER, 2016; AND SIGNED IN AUTHENTICATION OF ITS PASSAGE THIS 13th DAY OF DECEMBER, 2016.

Jonathan Chicquette, Mayor

Attest: _____
Debbie Burke, City Clerk

APPROVED AS TO FORM:

James E. Haney, City Attorney

Vote	Bishoff	Chicquette	Waters	Sipes-Marvin	Munslow	Rankin	West
Ayes:							
Nays:							
Abstentions:							
Absent:							

PUBLISHED: December 23, 2016

EFFECTIVE: December 28, 2016

Normandy Park Draft Agenda Topics 2016

This list is for planning purposes only and is subject to change without notice. The official agendas may contain additional items.

DECEMBER

Enotice 12/10: Police Open House, Holiday Closures				
Tue, 12/13	City Council RM	7:00 PM		
	• Normandy Road Traffic Plan - Tani Stafford, G&O rep		363 pres	David
	• Facility Planning Task Force Report (Charlie and Sheri)		pres	Mark
	• Arts Commission Reappointment Nadia Counter		357 consent	Debbie
	• Arts Commission New Appointment Dana Flanigen		358 consent	Debbie
	• Hearing Examiner Fee Recoupment Res 911		366 consent	David
	• Hearing Examiner Contract Renewal		361 consent	David
	• Basin Steward Contract Renewal		362 consent	Amanda
	• Ogden Murphy Wallace Attorney Contract Renewal		363 consent	Mark
	• Clear and Grade Interim Ordinance 946		365 new	David

Wed, 12/14	Economic Development Committee	6:00 PM		
	• Winterfest Recap			Mark

Thurs, 12/15	Planning Commission	7:00 PM		
	• Kennedy Rezone Continued Hearing			David

Enotice 12/17:

Tue, 12/20	Civil Service Commission	No Meeting		
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Wed, 12/21	Economic Development Committee	6:00 PM		
	•			

Wed, 12/21	Park Commission	7:00 PM		
	•			

SPECIAL Enotice on Wed, 12/21 - Merry Christmas and Office Hour Closures for christmas and new years

Mon, 12/26	Closed to observe the 12/25 Holiday			
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Tue, 12/27	City Council SM	No Meeting		
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Wed, 12/28	Economic Development Committee	6:00 PM		
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Docket of Pending Items:

Mon, 1/2	Closed to observe the New Year's Day Holiday			
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Tue, 1/10	NPMC 7.90.090 and 100 Liability Insurance Ord xxx, 2nd Rd			Amanda
	Graduate Highline Presentation			Mark
	Nature Trails Park Contract			Amanda
	Parking Ticket Fee			Dan

Mon, 1/16	Closed to observe the Martin Luther King Jr Holiday			
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Tue, 2/14	Graduate Highline Resolution 910	consent or contd	352	Mark
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Tue, 2/14	Police Vehicle Surplus Equipment	consent		Dan
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Normandy Park Draft Agenda Topics 2016

This list is for planning purposes only and is subject to change without notice. The official agendas may contain additional items.

Council, Other Pending

- | | | | |
|---|-------|--------|--------|
| • Animal Control Ordinance xxx (RCW 16.52.011) 1st and 2nd Readings | | | Dan |
| • Communications Plan Update | | | Mark |
| • Fill and Grade Update | | | David |
| • GFAR Enabling Resolution 902 | | 304 | David |
| • Lodging Tax Advisory Cmte Appointments | | | Mark |
| • NPMC Delete and Update inconsistent findings | | | ALL |
| • Rec Center Facility Update, Resolution 907 | contd | 348 | Amanda |
| • Tree Regulation Enabling Resolution | | (2017) | David |
| • Tree Regulation Ordinance 1st and 2nd readings | | (2017) | David |
| • Update NPMC 7.90.090 and 100 Liability Insurance Ord xx new | | | Amanda |

Recurring Items:

- | | | | |
|---|---------------------------|----------------|---------|
| • 1st Meeting of even year, Elect Mayor and Mayor Pro Tem | | | n-a |
| • 1st Meeting of even year, Council, Code, and Regional Committee Assignm | | | n-a |
| • Arts Comm - January Annual election of Chair and Vice Chair (nPMC) | | | |
| • Parks Comm - January Annual election of Chair and Vice Chair (nPMC) | | | |
| • Plan Comm April - Annual election of Chair and Vice Chair (nPMC) | | | |
| • Apr-Jun Council - State Leg Presentations | Kaiser, Gregerson, Orwall | | |
| • June: Council Six-year Street Plan Resolution | | Public Hearing | |
| • June: Annual Fee Schedule Update Resolution | | | |
| • Oct: Council Resolution to accept annual newspaper bid | | Consent | |
| • October: Council Resolution to approve cancelled checks | | | |
| • November: MPD Property Tax Levy Resolution | | Public Hearing | |
| • November: Council Property Tax Levy Ordinance | | Public Hearing | |
| • November: Council Biennial Budget Ordinance (amend opt all years) PH | | | |
| • November: Annual Performance Evaluation Exec Sess RCW 42.30.110(g) | | | |
| • November: Annual Legislative Agenda Approval | | | |
| • December: Docket Board & Commission Appointments for the next yr | | | |
| • December: Docket Contract Renewals for the next yr | | | |
| • December of odd years: MPD Appoint President and Clerk of the Board | | | |
| • List Holidays and Community Events | | | ongoing |
| • Dec (Exec: Appoint/Reappoint expiring Civil Service Board next 2017) | | | |

2017 Docket:

ongoing