

Executive Session - 6:30 Litigation

AGENDA
REGULAR MEETING DES MOINES CITY COUNCIL
April 22, 2004 - 7:30 p.m.

CALL TO ORDER - Mayor Sheckler

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC: At this time you are invited to comment on items that you wish to bring to Council's attention. Please sign in prior to the meeting and limit your comments to three minutes or less.

BOARD & COMMITTEE REPORTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORTS

Rotary Dictionary Project

CONSENT CALENDAR*

1. Motion is to approve the minutes of regular meeting of April 1, 2004, and regular and special meetings of April 8, 2004.

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

Motion: As of this date the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the above list and further described as follows:

Claim checks # through # & electronic fund transfers in the total amount of \$

Payroll fund transfers in the total amount of \$

3. Motion is to recognize the week of May 9, 2004 through May 15, 2004 as *National Police Week* and May 15, 2004 as *Police Memorial Day* in the City of Des Moines.

4. Motion is to authorize the City Manager to sign the 2004 LHWMP contract amendment for contract No. D32773D between the City and the Seattle-King County Department of Public Health and the 20042005 King County Solid Waste Division WR/R contract No. D33514D.

5. Draft Ordinance No. 03-282 - Title: (Fireworks Definition Change)

TWO MOTIONS: First motion is to suspend Council Rule 26(b) Second motion is to approve Draft Ordinance No. 03-282.

*NOTE: Items on the Consent Calendar are either routine or have been previously discussed. Any item may be removed by a Councilmember.

all present but Richard Benjamin excused

Don Shorman

no comments

Jack

passed 6-0

Removal from Consent Calendar motion to ban failed passed on 1st reading 6-1

1336 NGJH

no speakers signed up.

PUBLIC HEARING

2004 CDBG Program Revision

SUMMARY: The purpose of this Public Hearing is threefold: 1) to request Council's approval to cancel the 2002 and 2003 Community Development Block Grant Pacific Ridge Sidewalk projects in the total amount of \$133,570, 2) to reallocate \$16,900 to the design and construction of the Wesley Crosswalk signal, and 3) to allocate the remaining \$116,670 to the Midway Park Project.

OLD BUSINESS

1. Council Chambers and PEG Upgrade Project

SUMMARY: The purpose of this agenda item is to brief Council on the progress of the audio/visual upgrade in the Council Chambers. No action by the City Council is required at this time.

NEW BUSINESS

Richard to follow up negotiating w/ County

1) State Historic Preservation Planning - Des Moines Beach Park

SUMMARY: The purpose of this agenda item is to inform the Council of Historic Preservation Services opportunities available to the City. Washington State Office of Archaeology and Historic Preservation Certified Local Government Coordinator, Megan Duvall, will provide a presentation on the benefits of government planning and lead a discussion on possible actions the City of Des Moines can pursue to preserve its local culture and historic landmarks.

NEXT MEETING DATE - 129, 2004

ADJOURNMENT

slips/s/day
away

passed 6.0

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Fireworks Definitions

ATTACHMENTS: Draft Ordinance No. 03-282

FOR AGENDA OF: April 22, 2004

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: April 19, 2004

CLEARANCES:
[X] Legal *[Signature]*

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

PURPOSE AND RECOMMENDATION

The purpose of this agenda item is mainly housekeeping, to clarify the definitions found in chapter 9.40 DMMC, *Fireworks*, and to conform with state law.

FIRST MOTION: "To suspend Rule 26(b) in order to enact Draft Ordinance No. 03-282 on first reading."

SECOND MOTION: "To enact Draft Ordinance No. 03-282, relating to fireworks and amending DMMC 9.40.020, 9.40.140 and 9.40.150 to clarify and refine firework definitions."

BACKGROUND

Council directed staff to revise the City's fireworks definitions at its January 22, 2004 meeting in order to conform with state law. This draft ordinance is in response to that request.

CITY ATTORNEY'S FIRST DRAFT 04/19/04

DRAFT ORDINANCE NO. 03-282

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to fireworks, revising language in DMMC 9.40.020, 9.40.140, and 9.40.150 to clarify and refine firework definitions and exceptions in order to conform with state law.

WHEREAS, since the adoption of the City's fireworks ordinance, chapter 9.40 DMMC, changes have been made to state law, including fireworks definitions, their legal sale, display, and discharge, and

WHEREAS, those sections of chapter 9.40 DMMC, defining fireworks-related terms, are inconsistent with state law, confusing, and in need of clarification, and

WHEREAS, this ordinance amends the City's fireworks ordinance to be consistent with current state law and still provides for local control and restrictions where allowed, and

WHEREAS, the City Council finds that it is in the best interest of the public health, safety, and general welfare, to adopt the amendments contained in this ordinance; now therefore,

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

Sec. 1. DMMC 9.40.020 and section 35 of Ordinance No. 1036 as amended by section 1 of Ordinance No. 1043 as amended by section 2 of Ordinance No. 1137 are each amended to read as follows:

9.40.020 Definitions.

(1) **Use of words and phrases.** As used in this chapter, unless the context or subject matter clearly requires otherwise, the words or phrases defined in this section shall have the indicated meanings.

(2) "Articles pyrotechnic" means any composition or device designed to produce a visible or audible effect by combustion, deflagration, or detonation, and which meets the

definition of articles pyrotechnic or consumer fireworks or display fireworks.

(2) "Common Consumer fireworks" means fireworks designed primarily for retail sale to the public during prescribed dates and that produce visual or audible effects through combustion and are classified as common fireworks by the United States Bureau of Explosives or in the regulations of the United States Department of Transportation and designated as U.N. 0336-1.4G as of April 17, 1995, means any small firework device designed to produce visible effects by combustion and which must comply with the construction, chemical composition, and labeling regulations of the United States consumer product safety commission, as set forth in 16 C.F.R. Parts 1500 and 1507 and including some small devices designed to produce audible effects, such as whistling devices, ground devices containing 50 mg or less of explosive materials, and aerial devices containing 130 mg or less of explosive materials and classified as fireworks UN0336 by the United States department of transportation at 49 C.F.R. Sec. 172.101 as of June 13, 2002, and not including fused setpieces containing components which together exceed 50 mg of salute powder.

The term does not include special display fireworks, trick and novelty devices or special effects.

The term does not include fireworks that are classified as sky rockets, or missile-type rockets, firecrackers, salutes, or chasers as defined by the United States Department of Transportation and the Federal Consumer Products Safety Commission.

(3) "Display fireworks" means large fireworks designed primarily to produce visible or audible effects by combustion, deflagration, or detonation and includes, but is not limited to, salutes

containing more than 2 grains (130 mg) of explosive materials, aerial shells containing more than 40 grams of pyrotechnic compositions, and other display pieces which exceed the limits of explosive materials for classification as "consumer fireworks" and are classified as fireworks UN0333, UN0334, or UN0335 by the United States department of transportation at 49 C.F.R. Sec. 172.101 as of June 13, 2002, and including fused setpieces containing components which exceed 50 mg of salute powder.

(3) **"Fire marshal"** means the fire marshal of King County Fire Protection District No. 26.

(4) **"Fireworks"** ~~means a composition or device, in a finished state, containing a combustible or explosive substance for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, and classified as common or special fireworks by the United States Bureau of Explosives or contained in the regulations of the United States Department of Transportation and designated as U.N. 0335 1.3G or U.N. 0336 1.4G as of April 17, 1995. any composition or device designed to produce a visible or audible effect by combustion, deflagration, or detonation, and which meets the definition of articles pyrotechnic or consumer fireworks or display fireworks.~~

(5) **"Manufacturer"** includes a person who manufactures, makes, constructs, fabricates, or produces a fireworks article or device but does not include persons who assemble or fabricate sets or mechanical pieces in public displays of fireworks or persons who assemble common fireworks items or sets or packages containing common fireworks items.

(6) **"Permit"** means the official permission granted by the City for the purpose of establishing and maintaining a place within the

City where fireworks are manufactured, constructed, produced, packaged, stored, sold, or exchanged and the official permission granted by the city for a public display of fireworks.

(7) **"Public display of fireworks"** means an entertainment feature where the public is or could be admitted or permitted allowed to view the display or discharge of ~~special~~ display fireworks.

(8) **"Retailer"** includes a person who, at a fixed location or place of business, sells, transfers, or gives common fireworks to a consumer or user.

(9) **"Special effects"** means a combination of chemical elements or chemical compounds capable of burning independently of the oxygen in the atmosphere, and designed and intended to produce an audible, visual, mechanical, or thermal effect as an integral part of a motion picture, radio, television, theatrical, or opera production, or live entertainment.

~~——(10)—— "Special fireworks" means fireworks designed primarily for exhibition display by producing visible or audible effects and classified as such by the United States Bureau of Explosives or in the regulations of the United States Department of Transportation and designated as U.N. 0335-1.3G as of April 17, 1995. The term does not include trick and novelty devices or special effects.~~

(11) **"Trick and novelty devices"** means a device defined in WAC 212-17-030, as presently constituted or as may be subsequently amended.

(12) **"Wholesaler"** includes a person who sells fireworks to a retailer or any other person for resale and a person who sells ~~special~~ display fireworks to public display permittees.

Sec. 2. DMMC 9.40.140 and section 47 of Ordinance No. 1036 as amended by section 3 of Ordinance 1043 are each amended to read as follows:

9.40.140 Legal fireworks.

(1) Fireworks that are defined as ~~common~~ consumer fireworks in this chapter are legal for sale, possession, and use within the eCity as set forth in this chapter.

(2) Fireworks that are not ~~common~~ consumer fireworks are expressly prohibited for sale, possession, discharge, storage, or use within the City unless the City Clerk has issued a permit for such purpose.

(3) Trick and novelty devices as defined in this chapter are legal for sale at any time.

Sec. 3. DMMC 9.40.150 section 48 of Ordinance No. 1036 as amended by section 4 of Ordinance No. 1043 as amended by section 1 of Ordinance No. 1080 as amended by section 6 of Ordinance No. 1137 are each amended to read as follows:

9.40.150 Retail sales and discharge of fireworks.

(1) - Only ~~common~~ consumer fireworks as defined in this chapter are legal for sale to the public. No fireworks may be sold or offered for sale to the public as consumer fireworks which are classified as sky rockets, or missile-type rockets, firecrackers, salutes, or chasers as defined by the United States Department of Transportation and the Federal Consumer Safety Commission.

(2) No person shall knowingly sell fireworks to a person under the age of 16 years unless in the presence of a parent or legal guardian.

____(23)____ Except as provided in DMMC 9.40.040,
no permitted ~~common~~ consumer fireworks may be sold
except on the following hours and dates:

____June 30 - July 4 9:00 a.m. to 10:00 p.m.

____(34)____ Except as provided in DMMC 9.40.040,
no permitted ~~common~~ consumer fireworks may be
discharged except on the following hours and
dates:

____July 4 9:00 a.m. to 11:00 p.m.

____(45)____ Only fireworks defined as ~~common~~
consumer fireworks in this chapter may be sold at
retail stands.

____(56)____ A permit for the retail sale of
fireworks issued by the City Clerk shall be
prominently displayed at the sales location.

____(67)____ Retail operators applying for a permit
shall submit a copy of their State Retailers
License authorizing the holder to engage in the
fireworks business with the application for a
permit under this chapter.____ Each permit
application shall be accompanied by a certificate
of insurance as described in this chapter.

____(78)____ A cash deposit in an amount to be set
by written executive order of the City Manager is
payable to the office of the City Clerk at least
30 days before of the initial sales date to
provide for costs of site cleanup. The deposit
shall be forfeited to the city if the operator
fails to perform such cleanup by July 6 of the
permit year. If the operator properly performs the
cleanup, the deposit shall be returned to the
operator.

____(89)____ The annual permit fee for the retail
sale of ~~common~~ consumer fireworks in an amount to
be set by written executive order of the City

Manager is payable in advance to the office of the
City Clerk.

____(910)--- Only one permit per year for the
retail sale of fireworks is issued to a person and
that permit shall entitle the permittee to
maintain one retail outlet only.

NEW SECTION. Sec. 42. Severability - Construction.

(1) If a section, subsection, paragraph, sentence,
clause, or phrase of this ordinance is declared unconstitutional
or invalid for any reason by any court of competent
jurisdiction, such decision shall not affect the validity of the
remaining portions of this ordinance.

(2) If the provisions of this ordinance are found to be
inconsistent with other provisions of the Des Moines Municipal
Code, this ordinance is deemed to control.

NEW SECTION. Sec. 53. Effective date. This ordinance
shall take effect and be in full force thirty (30) days after
its passage and approval in accordance with law.

PASSED BY the City Council of the City of Des Moines this
____ day of _____, 2004 and signed in authentication
thereof this ____ day of _____, 2004.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

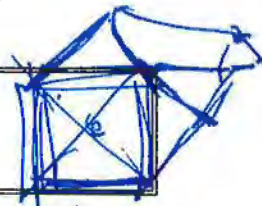
City Clerk

Published: _____

Effective Date: _____

Both failed 3-3

NEW BUSINESS
Item #1



AGENDA ITEM

But Richard

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

- 1) Historic Preservation Planning
Des Moines Beach Park

FOR AGENDA OF: April 22, 2004

DEPT. OF ORIGIN: Parks, Recreation &
Senior Services

ATTACHMENTS:

A. Ordinance No. 1124 related to Protection
of Historic and Archaeological Resources

CLEARANCES:

- ☒ Park & Recreation Director
☒ City Attorney

B. Sample Ordinance empowering King County
Landmarks and Heritage Commission to act
as the Certified Local Government and
Landmarks Commission for Des Moines

APPROVED BY CITY MANAGER

FOR SUBMITTAL:

C. Sample Interlocal Agreement between King
County and City related to Landmark
Designation and Protection Services

D. Sample Ordinance to establish Des Moines
as a Certified Local Government

E. Incentive Programs for Landmark Owners

F. Certified Local Government Presentation

have to adopt KC
ord by reference
+ then too do interlocal

Purpose and Recommendation:

The purpose of this agenda item is to inform City Council regarding Historic Preservation Services opportunities available to the City of Des Moines. Washington State Office of Archaeology and Historic Preservation Certified Local Government Coordinator Megan Duvall will provide a presentation on the benefits of government planning and lead a discussion on possible actions the City of Des Moines can pursue to preserve its local culture and historic landmarks.

Proposed Motion Option #1: "to direct staff to prepare a Draft Ordinance regarding City of Des Moines commitment to the preservation of Des Moines' heritage assets related to becoming a Certified Local Government.

Proposed Motion Option #2: "to direct staff to prepare a Draft Ordinance regarding City of Des Moines' commitment to the preservation of Des Moines' heritage assets related to becoming a Certified Local Government through an Interlocal Agreement for Landmark Services between the City and King County relating to landmark designation and protection services".

fail

Background:

On April 6, 1995, the City of Des Moines passed Ordinance No 1124 related to Protection of Historic and Archaeological Resources. Des Moines Municipal Code 18.96 defines designation criteria for historic and archaeological properties of local significance and determined that the properties identified within the document, titled *Historic Properties Survey: City of Des Moines* dated April 1995, shall be designated as historical or archaeological properties of local significance. The protection of historic and archaeological resources is a requirement for compliance with the Washington State Growth Management Plan.

The City of Des Moines has a plan and procedures in place to encourage the preservation of lands, sites and structures that have historical or archaeological significance. The existing plan lacks an ongoing approach or process to encourage local cultural heritage preservation or a mechanism in place for local, state or national historic registry or regulatory compliance.

Nationally, preserving community historical and environmental resources has spurred economic development and downtown revitalization. In some cases cities have seen a return as high as fifty times each dollar invested. Waterfront-oriented cities in Washington such as Port Townsend, Everett, Edmonds, Seattle, Tacoma, Olympia, Longview and Vancouver have established themselves as Certified Local Governments. The cities of Kirkland, Kenmore, Shoreline, Carnation, Snoqualmie, North Bend, Black Diamond and Skyomish have entered into Interlocal Agreements with King County for the provision of Historic Preservation Services. Financial assistance and technical support is available at the County, State and National level to assist communities preserve and develop landmarks through the Certified Local Governments program.

U.S. Commerce Department's Economic Development Administration (EDA) has been mandated with helping communities preserve natural and cultural resources through a new program Preserve America, as potential investment opportunities to promote job creation and spur private sector investment in local communities, including America's rural areas. The EDA also supports the Main Street, and TEA-21 in support of local historic preservation initiatives.

City Owned Local Landmarks

The City of Des Moines owns two local landmarks that can be submitted for listing on the National Register of Historic Places a program of the United State Department of Interior National Park Service. National Historic Site designation provides opportunities to draw cultural tourism to Des Moines.

The Des Moines Beach Park is currently listed on the Washington State Historical Registry and Des Moines Field House is currently listed on the King County Historical Registry. The achievement of National historical site status brings with it additional opportunities for national marketing of the resource and planning and restoration funding grants to preserve the culture that is distinctly Des Moines'.

Why are we looking at this issue now?

The City of Des Moines hired Project Management Northwest in January to assist the City with updating the Des Moines Beach Park Master Plan. As part of the planning process, a determination must be made regarding the future status of the buildings located within the park. A Historical Study of the Des Moines Beach Park completed in 1989 by The Portico Group envisioned the restoration and reuse of the historic buildings and the possibility of removing the non-contributing buildings located within the historic site.

Since 1989, numerous changes have occurred within the Park such as increased flooding and

building deterioration. Improvements to the Marina and Des Moines Creek Trail are proposed or underway that have an impact on future Beach Park uses. Council's focus on economic development in the downtown area will also contribute to the Park's future uses.

The Beach Park is the birthplace of Des Moines and as such has had a rich history. In 1872, John Moore, who homesteaded and improved 154 acres including the park and downtown, claimed the land which became the Town of Des Moines. In the late 1880's a sawmill was operated at the mouth of the Des Moines Creek at the park site. The first primitive road connecting Des Moines to Seattle (now a walking path) is located at the north edge of the park adjacent to Normandy Park. Herman Draper bought the grounds in 1917 to use as a playground and beach for the children of his orphanage. Later it became a park for private picnicking and camping. In 1931 the park was sold to the North Pacific Conference of the Evangelical Covenant Church. The buildings remaining at the site today were constructed by the church in the rustic camp style with strong elements of Swedish design. On November 18, 1988 the Washington State Advisory Council on Historic Preservation bestowed the designation Covenant Beach Historic District and place it on the Washington State Register of Historic Places.

Over the past decade, numerous flooding events and an earthquake occurred that have caused damaged to the Church Camp Dining Hall and the Draper-era Dining Hall and Dressing Rooms (picnic shelter and restroom buildings). Due to foundation damage beneath the Church Dining Hall, the building has been closed since November 2002.

Throughout City ownership, the buildings have been heavily booked with community recreation programs and rentals (receptions, weddings, youth meetings, recreation classes, company picnics, special events, and etc.) especially during summer months. Preservation and National Historical Register designation of this local historical icon would continue to draw tourism and an enhanced interest in our city's core.

Discussion

This proposal is to take the steps necessary to establish Des Moines as a Certified Local Government (CLG).

The Certified Local Government (CLG) Program helps local governments to actively participate in preserving Washington's irreplaceable historic and cultural resources as assets for the future. The National Historic Preservation Act established this unique nationwide program of financial and technical assistance. In Washington State, it is implemented and administered by the Office of Archaeology and Historic Preservation (OAHP).

Local governments that establish a historic preservation program meeting federal and state standards are eligible to apply to the State Historic Preservation Officer (SHPO) and the National Park Service for certification. A local government that receives such certification is known as a "Certified Local Government" or "CLG". Responsibilities of a CLG include maintaining a historic preservation commission, surveying local historic properties, enforcing state or local preservation laws, reviewing National Register Nominations, and providing for public participation.

Obtaining status as a CLG may help a local government encourage, develop, and maintain its local preservation efforts in coordination with its development plans. In addition, CLG's may apply for special grants from the SHPO; receive recognition for their preservation expertise by local, state, and federal agencies; obtain technical assistance and training from the SHPO; participate in the review of nominations to the National Register of Historic Places; participate

in the national historic preservation assistance network; regularly exchange information with the SHPO; and participate in statewide preservation programs and planning.

Certified Local Governments and OAHP share in the role as primary agencies with knowledge and expertise in historic preservation. Together, CLG's and OAHP advocate for the preservation of historically significant buildings, structures, sites, objects, and districts. Through education and information, these programs provide leadership for the protection of shared heritage.

There are two options available to the City of Des Moines to achieve Certified Local Government status:

Option 1) Establish an Ordinance to create a City of Des Moines Landmarks Commission and the framework to provide landmark designation and preservation services.

The City of Des Moines currently has a Historic Preservation Ordinance and municipal codes supporting the ordinance, which is required for Certified Local Government status. The establishment of a Historic Preservation Commission with regulatory power would provide the needed oversight to manage the following areas:

- Maintain a comprehensive inventory of historic resources within City boundaries and initiate and maintain the Des Moines Register of Historic Places compiled of buildings, structures, sites, objects, and districts identified by the commission as having historic significance worthy of recognition and protection by the City and encouragement of efforts by owners to maintain, rehabilitate, and preserve properties.
- Review nominations to the Des Moines Register of Historic Places according to City criteria and review nominations to the State and National Registers of Historic Places.
- Review proposals to construct, change, alter, modify, remodel, move, demolish, or significantly affect properties or districts on the register; and adopt standards in its rules to be used to guide this review and the issuance of a certificate of appropriateness or waiver.
- Conduct all commission meetings in compliance with the Open Public Meetings Act.
- Participate in, promote and conduct public information, educational and interpretive programs pertaining to historic and prehistoric resources.
- Establish liaison support, communication and cooperation with federal, state, and other local government entities which will further historic preservation objectives, including public education, within the Des Moines area.
- Review and comment to the City Council on land use, housing and redevelopment, municipal improvement and other types of planning and programs undertaken by any agency of the City, other neighboring communities, the County, the state or federal governments, as they relate to historic resources of the City.
- Advise the City Council generally on matters of history and historic preservation.
- Officially recognize excellence in the rehabilitation of historic buildings, structures, sites and districts, and new construction in historic areas; and encourage appropriate measures for such recognition.
- Provide information to the public and Des Moines departments on incentives for preservation of historic resources including legislation, regulations and codes which encourage the use and adaptive reuse of historic properties.

- Investigate and report to the City Council on the use of various federal, state, local or private funding sources available to promote historic resource preservation in Des Moines.
- Serve as the local review board for Special Valuation and make determination concerning the eligibility of historic properties for special valuation.

Option 2) The City of Des Moines can also receive Certified Local Government status by working cooperatively with King County to provide landmark designation and preservation services.

Services would be provided through the County's Historic Preservation Program, located in the Office of Business Relations and Economic Development, via an interlocal agreement between King County and Des Moines. Services include, but are not limited to, designation and protection of significant historic and cultural properties. Additional services may include preparing nomination applications, conducting survey and inventory of historic properties and maintaining the survey and inventory data, developing and implementing design guidelines, and assistance with preservation planning, or other preservation-related work, all of which are at the City's option.

To participate, Des Moines must: 1) adopt the King County landmark ordinance by reference; 2) appoint a City representative to the King County Landmarks Commission; and, 3) provide for design review of any proposed changes to landmark properties. Design review may be done by the City or by King County, again at the City's option. Although the County is required to receive full reimbursement for these services, grants from the State Department of Community, Trade and Economic Development's Office of Archaeology and Historic Preservation are available to defray some of the cost to cities.

Owners of designated landmark properties are eligible for a variety of benefits including property tax reductions, eligibility for low interest loans, brick-and-mortar grants, and technical assistance with restoration and design (see Attachment E).

Financial Impact:

Both Option 1 and Option 2 would require City staff involvement and therefore have an impact on City resources. Option 1 would require direct City staff involvement in support of the work of a Landmarks Commission possibly utilizing existing staff expertise from the Community Development, Legal and Parks, Recreation and Senior Services Departments. Option 2 would transfer the majority of historical services staffing impacts from Des Moines to King County. The City of Des Moines would reimburse King County for its Historic Preservation services provided on behalf of the City of Des Moines at a pre-determined amount established within the Interlocal Agreement.

Recommendation/Conclusion:

City Administration recommends City Council action be taken to enable compliance with the City's Historic Preservation Ordinance through the Certified Local Government program by pursuing Option 1 or Option 2 identified above. By doing this, the City will be eligible for King County, State and National funding and tax incentives related to historic preservation.

Concurrence:

Councilperson White requested the City pursue preservation funding to restore historic Beach Park buildings as part of the overall redevelopment of Des Moines downtown area. A logical first step in the process related to seeking preservation funding is establishing Des Moines as a Certified Local Government.

ORDINANCE NO. 1124

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to planning and zoning, providing regulations for the identification and protection of historic and archeological resources in the city, and adding a new chapter to Title 18 DMMC.

WHEREAS, buildings, sites, districts, structures, and objects of historical, cultural, architectural, engineering, geographic, ethnic and archaeological significance are important resources which contribute to the quality of life for those residing, working, or visiting the city of Des Moines, and

WHEREAS, the protection, enhancement, perpetuation and use of buildings, sites, districts, structures, and objects of historical, cultural, architectural, engineering, geographic, ethnic, and archaeological significance located in the city of Des Moines, and the collection, preservation, exhibition, and interpretation of historic materials, artifacts, records, and information pertaining to the heritage of the city of Des Moines are necessary in the interest of the prosperity, civic pride, and general welfare of the people of the city of Des Moines, and

WHEREAS, present heritage and preservation programs and activities are inadequate to ensure that present and future generations of residents of, and visitors to, the city of Des Moines will have a genuine opportunity to appreciate and enjoy our heritage, and

WHEREAS, the changes proposed by this ordinance have been processed in accordance with the requirements of the State Environmental Policy Act (SEPA), a final determination of non-significance was issued by the responsible official, and the appropriate comment period has expired, and

WHEREAS, by motion regularly passed, the Des Moines city council scheduled a public hearing for March 8, 1995, to consider the textual code amendments contained in this ordinance, and

WHEREAS, notice of the public hearing before the city council was given to the public in accordance with law and a public hearing was held on the 8th day of March, 1995 and all persons wishing to be heard were heard, and

WHEREAS, the *Historic Properties Survey: City of Des Moines*, dated October 14, 1994, has been filed in the office of the city clerk for examination by the public during the time this ordinance has been under consideration by the council prior to adoption as required by RCW 35A.12.140, and

WHEREAS, the city council finds that the amendments contained in this ordinance are appropriate and necessary for the preservation of the public health, safety, and welfare; now therefore,

THE CITY COUNCIL OF THE CITY OF DES MOINES DO ORDAIN AS FOLLOWS:

Sec. 1. Designation Criteria for Historic or Archeological Property of Local Significance. A building, site, district, structure, or object may be designated a city of Des Moines historic or archeological property of local significance if: 1) it is listed or eligible for listing in the State or National Register of Historic Places, or is designated or eligible for designation as a King County Landmark; or 2) the city council determines it meets any of the following criteria:

(1) It is associated with events that have made a significant contribution to the broad patterns of national, state, or local history;

(2) It is associated with the life of a person that is important in the history of the community, city, state, or nation or who is recognized by local citizens for substantial contribution to the neighborhood or community;

(3) It embodies the distinctive characteristics of a type, period, style, or method of construction;

(4) It is an outstanding or significant work of an architect, builder, designer, or developer who has made a substantial contribution to the art;

(5) It has yielded, or may be likely to yield, information important in prehistory or history;

(6) Because of its location, age or scale, it is an easily identifiable visual feature of a neighborhood, community, or the city and contributes to the distinctive quality or identity of such neighborhood, community or the city, or because of its association with significant historical events or historic themes, association with important or prominent persons in the community or the city, or recognition by local citizens for substantial contribution to the neighborhood or the city.

Sec. 2. Historic or Archeological Properties of Local Significance. The city council has determined that the properties identified within the document, titled *Historic Properties Survey: City of Des Moines*, dated April 1995, meet one or more of the criteria set forth in section 1 and shall be designated as Historic or Archeological Properties of Local Significance. Additional properties may be designated as historic or archeological properties of local significance by the city council.

Sec. 3. Designation of Additional Historic or Archeological Properties of Local Significance.

(1) The city council is authorized to designate additional sites, districts, buildings, structures, and objects within the city of Des Moines as historic or archeological properties of local significance.

(2) Prior to a property's designation as a historic or archeological property of local significance, an expert in historic preservation shall be retained for evaluation of the subject property. The expert shall have training and demonstrated expertise in architecture, historic preservation, or history. The expert shall evaluate the subject property in relation to the criteria specified in section 1 and submit a written recommendation regarding the proposed designation to the city council. The owner of the subject property shall be notified in writing of the evaluation and pending action regarding designation, including procedures for removing the property from consideration.

(3) The city council shall conduct a public hearing regarding a proposed designation of historic or archeological property of local significance. The city council shall adopt written findings in conjunction with the designation of a property as a historic or archeological property of local significance.

(4) Property owners who wish to remove their property from the Historic Properties Survey, or from consideration for designation, may do so by submitting a written request to the community development director who shall remove the property from consideration, or the survey.

Sec. 4. Limit on Noise Impacts To Historic or Archeological Properties of Local Significance. Historic or Archeological Properties of Local Significance shall not be

subject to adverse land uses that generate exterior noise exposure levels exceeding 55 L_{dn} dBA, or existing levels as of the effective date of this ordinance, whichever is greater. A reduction in the exterior noise level (greater than 55 L_{dn}) that existed as of the effective date of this ordinance shall become the new maximum exterior noise level.

Sec. 5. Requirement for Noise Mitigation Plan. When the community development director determines that a proposed land use may impact a Historic or Archeological Property of Local Significance by increasing exterior noise levels above the maximum level permitted by this chapter, the land use proponent shall submit a noise mitigation plan to the city for review and approval before required permits are issued to allow the project to proceed.

Sec. 6. Historic Properties Survey: City of Des Moines. "Historic Properties Survey: City of Des Moines" means the Historic Properties Survey: City of Des Moines as prepared on October 14, 1994 for the city of Des Moines. A copy of this survey is maintained on file in the office of the city clerk and in the office of the community development director and is available for public inspection.

Sec. 7. Codification. Sections 1 through 5 of this ordinance shall be codified as a new chapter in Title 18 DMMC. Section 6 shall be codified as a new section in chapter 18.04 DMMC, in a manner as to maintain alphabetic sequence.

Sec. 8. Severability - Construction.

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

(2) If the provisions of this ordinance are found to be inconsistent with other provisions of the Des Moines Municipal Code, this ordinance is deemed to control.

Sec. 9. Effective date. This ordinance shall take effect and be in full five days after its passage, approval, and publication in accordance with law.

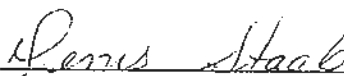
PASSED BY the city council of the city of Des Moines this 6th day of April, 1995 and signed in authentication thereof this 6th day of April, 1995.


MAYOR

APPROVED AS TO FORM:


City Attorney

ATTEST:


City Clerk

Published: April 15, 1995

CITY OF DES MOINES, WASHINGTON

SAMPLE ORDINANCE NO. -04-

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, ADDING NEW SECTION .060 TO CHAPTER 18.96 OF THE DES MOINES MUNICIPAL CODE RELATING TO THE PROTECTION AND PRESERVATION OF LANDMARKS, ESTABLISHING PROCEDURES FOR DESIGNATION AND PROTECTION OF LANDMARKS; PROVIDING PENALTIES FOR VIOLATIONS OF CHAPTER 20.62.080; PROVIDING FOR APPEALS OF THE LANDMARKS COMMISSION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, historic preservation fosters civic pride in the beauty and accomplishments of the past and improves the economic vitality of our communities; and

WHEREAS, the City of Des Moines desires to designate, protect, and enhance those sites, buildings, districts, structures and objects that reflect significant elements of its cultural, aesthetic, social, economic, political, architectural, ethnic, archaeological, engineering, and other history; and

WHEREAS, King County is able to provide landmark designation and protection services to the City; and

WHEREAS, the City has elected to contract with King County to provide such services; and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide efficient and cost effective landmark designation and protection;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, DOES ORDAIN AS FOLLOWS:

SECTION 1. Landmarks Commission Created-Membership and Organization.

- A. The King County Landmarks Commission ("Commission"), established pursuant to King County Code (K.C.C.), Chapter 20.62, is hereby designated and empowered to act as the Landmarks Commission for the Des Moines pursuant to the provisions of this ordinance.
- B. The Special Member of the Commission, provided for in Section 20.62.030 of the King County Code, shall be appointed by the City Council. Such special member shall have a demonstrated interest and competence in historic preservation. Such appointment shall be made for a three-year term. Such special member shall serve until his or her successor is duly appointed and confirmed. In the event of a vacancy, an appointment shall be made to fill the vacancy in the same manner and with the same qualifications as if at the beginning of the term, and the person appointed to fill the vacancy shall hold the position for the remainder of the unexpired term. Such special member may be reappointed, but may not serve more than two consecutive, three-year terms. Such special member shall be deemed to

have served one full term if such special member resigns at any time after appointment or if such special member serves more than two years of an unexpired term. The special member of the Commission shall serve without compensation.

- C. C. The Commission shall file its rules and regulations, including procedures consistent with this ordinance, with the City Clerk.

SECTION 3. King County Code Chapter 20.62 adopted:

- A. K.C.C. 20.62.020 – Definitions, except as follows:

1. Paragraph ~~I~~H. is changed to read " ~~'Responsible Official' is the (person or officer who approves building permits for the city).~~ "Director" is the responsible official who approves building permits for the city.
2. Paragraph ~~F.~~ is changed to read " Add paragraph: Q. "Council" is the City of Des Moines City Council.

- B. K.C.C. 20.62.040 - Designation Criteria, except all references to "King County" are changed to read "City of Des Moines."

- C. K.C.C. 20.62.050 - Nomination Procedure.

- D. K.C.C. 20.62.070 - Designation Procedure, except all references to "King County" are changed to read "City of Des Moines."

- E. K.C.C. 20.62.080 - Certificate of Appropriateness Procedure, except the last sentence of paragraph A thereof.

- F. K.C.C. 20.62.100 - Evaluation of Economic Impact.

- G. Nomination Approval- No historic resource may proceed through the nomination procedure of King County code Section 20.62.050 until such time as the Des Moines City council has approved the historic resource for nomination. A minimum of four councilmembers must vote in favor in order that the resource be eligible for the nomination. Said approval by the Council is a condition precedent to any nomination procedure.

- H. K.C.C. 20.62.110 - Appeal Procedure.

- I. K.C.C. 20.62.130 - Penalty for Violation of Section 20.62.080 (Paragraph E. above).

- J. K.C.C. 20.62.140 - Special Valuation for Historic Properties

- K. See Attached Insert

SECTION 4. Redesignation of Existing Landmarks.

All King County landmarks designated pursuant to the provisions of K.C.C. 20.62 that are located within the boundaries of the City shall be subject to the provisions of this ordinance and considered City of Des Moines landmarks.

SECTION 45. Severability.

If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the ordinance or the application of the provision to other persons or circumstances is not affected.

SECTION 56. Effective Date.

This ordinance shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after the date of publication.

**ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE _____ DAY OF _____, 2004.**

CITY OF DES MOINES

Bob Sheckler, Mayor

ATTEST/AUTHENTICATED:

Denis Staab, CMC, City Clerk

Approved as to form:

Linda A. Marousek, City Attorney

Date of Publication: _____
Effective Date: _____

INTERLOCAL AGREEMENT FOR LANDMARK SERVICES**AN AGREEMENT BETWEEN KING COUNTY AND THE CITY OF DES MOINES
RELATING TO LANDMARK DESIGNATION AND PROTECTION SERVICES**

THIS IS AN AGREEMENT between King County, a home rule charter county and a political subdivision of the State of Washington, hereinafter referred to as the "County," and the City of DES MOINES, a municipal corporation of the State of Washington, hereinafter referred to as the "City".

WHEREAS, the City is incorporated; and

WHEREAS, local governmental authority and jurisdiction with respect to the designation and protection of landmarks within the city limits resides with the City; and

WHEREAS, the City desires to protect and preserve the historic buildings, structures, districts, sites, objects, and archaeological sites within the city for the benefit of present and future generations; and

WHEREAS, the County is able to provide landmark designation and protection services for the City; and

WHEREAS, the City has elected to contract with the County to provide such services; and

WHEREAS, it is in the public interest that the jurisdictions cooperate to provide efficient and cost effective landmark designation and protection; and

WHEREAS, pursuant to R.C.W. 39.34, the Interlocal Cooperation Act, the parties are each authorized to enter into an agreement for cooperative action;

NOW THEREFORE, the County and the City hereby agree:

1. Services. At the request of the City, the County shall provide landmark designation and protection services using the criteria and procedures adopted in King County Ordinance 10474, King County Code (K.C.C.), Chapter 20.62 within the City limits.
2. City's Responsibilities
 - A. Adopt an ordinance establishing regulations and procedures for the designation of historic buildings, structures, objects, districts, sites, objects, and archaeological sites as landmarks and for the protection of landmarks. Regulations and procedures shall be substantially the same as the regulations and procedures set forth in K.C.C. Chapter 20.62. The ordinance shall provide that the King County Landmarks Commission, with

SAMPLE INTERLOCAL AGREEMENT

the addition of a special member, acting as the City of DES MOINES Landmarks Commission (Commission) shall have the authority to designate and protect landmarks within the City limits in accordance with the City ordinance. The ordinance shall include:

- 1) Provision for the appointment of a special member to the Commission as provided by K.C.C. Chapter 20.62.030.
- 2) A provision that appeals from decisions of the Commission pertaining to real property within the City limits shall be taken to the city council.
- 3) A provision for penalties for violation of the certificate of appropriateness procedures (K.C.C. Chapter 20.62.080).
- 4) A provision that the official responsible for the issuance of building and related permits shall promptly refer applications for permits which affect historic buildings, structures, objects, sites, districts, or archaeological sites to the King County Historic Preservation Officer (HPO) for review and comment. The responsible official shall seek and take into consideration the comments of the HPO regarding mitigation of any adverse effects affecting historic buildings, structures, objects, sites or districts.

B. Appoint a Special Member to the Commission in accordance with the ordinance adopted by the City. Pursuant to K.C.C. Chapter 20.62 such Special Member shall be a voting member of the Commission on all matters relating to or affecting landmarks within the City, except review of applications to the Special Valuation Tax Program, and the Current Use Taxation Program.

C. Except as to Section 5, the services provided by the County pursuant to this agreement do not include legal services.

3. County Responsibilities

- A. Process all landmark nomination applications and conduct planning, training, and public information tasks necessary to support landmarking activities in the City. Such tasks shall be defined by mutual agreement of both parties on an annual basis.
- B. Process all Certificate of Appropriateness applications to alter, demolish, or move any significant feature of a landmark property within the City limits.
- C. Act as the "Local Review Board" for the purposes related to Chapter 221, 1986 Laws of Washington, (R.C.W. 84.26 and WAC 254.20) for the special valuation of historic properties within the city limits.
- D. Review and approve all applications to the King County Landmark Loan Program.
- E. Review and comment on applications for permits which affect historic buildings, structures, objects, sites, districts, and archaeological sites. Comments shall be

forwarded to the city official responsible for the issuance of building and related permits

4. Compensation

- A. Costs. The City shall reimburse the County fully for all costs incurred in providing services under this contract, including overhead and indirect administrative costs. Costs charged to the City may be reduced by special appropriations, grants, or other supplemental funds, by mutual agreement of both parties. The rate of reimbursement to the County for labor costs shall be revised annually. Addendum A contains 2003 labor costs. Maximum total cost to the City shall be revised annually. Addendum B contains the 2003 maximum cost to the City for reimbursable services.
- B. Billing. The County shall bill the City quarterly. The quarterly bill shall reflect actual costs plus the annual administrative overhead rate. Payments are due within 30 days of invoicing by the County.

5. Indemnification.

- A. The County shall indemnify and hold harmless the City and its officers, agents and employees or any of them from any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, by reason or arising out of any negligent act or omission of the County, its officers, agents, and employees, or any of them, in providing services pursuant to this agreement. In the event that any suit based upon such a claim, action, loss, or damage is brought against the City, the County shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principle of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and the County and their respective officers, agents and employees, or any of them, the County shall satisfy the same.
- B. In executing this agreement, the County does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, rules or regulations, policies or procedures. If any cause, claim, suit, actions or administrative proceeding is commenced in the enforceability and/or validity of any City ordinance, rule or regulation is at issue, the City shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City, the County, or both, the City shall satisfy the same, including all chargeable costs and attorneys' fees.
- C. The City shall indemnify and hold harmless the County and its officers, agents, and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City, its officers, agents, and employees, or any of them. In the event that any suit based upon such a claim, action, loss or damage is brought against the County, the City shall defend the same at its sole cost and expense; provided that the County retains the right to participate in said suit if any principle of governmental

SAMPLE INTERLOCAL AGREEMENT

or public laws is involved; and if final judgment be rendered against the County, and its officers, agents, and employees, or any of them, the City shall satisfy the same.

- D. The City and the County acknowledge and agree that if such claims, actions, suits, liability, loss, costs, expenses and damages are caused by or result from the concurrent negligence of the City, its agents, employees, and/or officers and the County, its agents, employees, and/or officers, this Article shall be valid and enforceable only to the extent of the negligence of each party, its agents, employees and/or officers.
6. Duration. This agreement is effective beginning upon execution, and shall be reviewed annually.
7. Termination. Either party may terminate this agreement by forty-five (45) days written notice from one party to the other.
8. Administration. This agreement shall be administered for the County by the Director of Business Relations and Economic Development, or the director's designee, and for the City by the City Manager or the manager's designee.
9. Amendments. This Agreement may be amended at any time by mutual agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement this _____ day of _____, 2003.

CITY OF DES MOINES

By: _____

Title: _____

KING COUNTY

By: _____
King County Executive

Approved as to form:

By: _____
King County Prosecutor

SAMPLE INTERLOCAL AGREEMENT

Interlocal Contract for Historic Preservation Services

Addendum A: King County Labor Costs

The following hourly rates for County-provided historic preservation services apply for 2003. The hourly figure incorporates wages, benefits, and overhead as set in the indirect cost rate plan for the Office of Cultural Resources. The figure is adjusted to account for vacation, sick leave, and holidays and thus reflects actual working hours.

Historic Preservation Officer:	\$63.38 per hour
Preservation Planner:	\$67.54 per hour
Landmarks Coordinator:	\$56.26 per hour
Cultural Resource Specialist:	\$50.83 per hour

HISTORIC PRESERVATION ORDINANCE

Section 1 Purpose

Section 2 Title

Section 3 Definitions

Section 4 _____ Historic Commission

Section 5 _____ Register of Historic Places

Section 6 Review of Changes to _____ Register Properties

Section 7 Review and Monitoring of Properties for Special Property Tax Valuation

SECTION 1. PURPOSE

The purpose of this ordinance is to provide for the identification, evaluation, designation, and protection of designated historic and prehistoric resources within the boundaries of _____ [LOCAL GOVERNMENT] and preserve and rehabilitate eligible historic properties within the _____ [LOCAL GOVERNMENT] for future generations through special valuation, a property tax incentive, as provided in Chapter 84.26 RCW in order to:

- A. Safeguard the heritage of the _____ [CITY/COUNTY] as represented by those buildings, districts, objects, sites and structures which reflect significant elements of the _____ [LOCAL GOVERNMENT] history;
- B. Foster civic and neighborhood pride in the beauty and accomplishments of the past, and a sense of identity based on the _____ [LOCAL GOVERNMENT] history;
- C. Stabilize or improve the aesthetic and economic vitality and values of such sites, improvements and objects;
- D. Assist, encourage and provide incentives to private owners for preservation, restoration, redevelopment and use of outstanding historic buildings, districts, objects, sites and structures;
- E. Promote and facilitate the early identification and resolution of conflicts between preservation of historic resources and alternative land uses; and,
- F. Conserve valuable material and energy resources by ongoing use and maintenance of the existing built environment.

SECTION 2. SHORT TITLE

The following sections shall be known and may be cited as the "historic preservation ordinance of _____ [LOCAL GOVERNMENT]."

SECTION 3. DEFINITIONS

The following words and terms when used in this ordinance shall mean as follows, unless a different meaning clearly appears from the context:

- A. "_____ [LOCAL GOVERNMENT] Historic Inventory" or "Inventory" means the comprehensive inventory of historic and prehistoric resources within the boundaries of the _____ [LOCAL GOVERNMENT].
- B. "_____ [LOCAL GOVERNMENT] Historic Preservation Commission" or "Commission" means the commission created by Section ____ herein.
- C. "_____ [LOCAL GOVERNMENT] Register of Historic Places", "Local Register", or "Register" means the listing of locally designated properties provided for in Section ____ herein.
- D. "Actual Cost of Rehabilitation" means costs incurred within twenty-four months prior to the date of application and directly resulting from one or more of the following: a) improvements to an existing building located on or within the perimeters of the original structure; or b) improvements outside of but directly attached to the original structure which are necessary to make the building fully useable but shall not include rentable/habitable floor-space attributable to new construction; or c) architectural and engineering services attributable to the design of the improvements; or d) all costs defined as "qualified rehabilitation expenditures" for purposes of the federal historic preservation investment tax credit.
- E. A "building" is a structure constructed by human beings. This includes both residential and nonresidential buildings, main and accessory buildings.
- F. "Certificate of Appropriateness" means the document indicating that the commission has reviewed the proposed changes to a local register property or within a local register historic district and certified the changes as not adversely affecting the historic characteristics of the property which contribute to its designation.
- G. "Certified Local Government" or "CLG" means the designation reflecting that the local government has been jointly certified by the State Historic Preservation Officer and the National Park Service as having established its own historic preservation commission and a program meeting Federal and State standards.
- H. "Class of properties eligible to apply for Special Valuation in _____ [LOCAL GOVERNMENT]" means _____ [ALL/IDENTIFY SELECTED TYPES] properties listed on the National Register of Historic Places or certified as contributing to a National Register Historic District which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in Chapter 84.26 RCW, until _____ [LOCAL GOVERNMENT] becomes a Certified Local Government (CLG). Once a CLG, the class of properties eligible to apply for Special Valuation in _____ [LOCAL GOVERNMENT] means only _____ [ALL/IDENTIFY SELECTED TYPES] properties listed on the _____ [LOCAL/LOCAL AND NATIONAL/NATIONAL] Register of Historic Places or properties certified as contributing to an _____ [LOCAL/LOCAL AND NATIONAL/NATIONAL] Register Historic District which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in Chapter 84.26 RCW.
- I. "Cost" means the actual cost of rehabilitation, which cost shall be at least twenty-five percent of the assessed valuation of the historic property, exclusive of the assessed value attributable to the land, prior to rehabilitation.
- J. A "district" is a geographically definable area urban or rural, small or large—possessing a significant concentration, linkage, or continuity of sites buildings, structures, and/or objects united by past events or aesthetically by plan or physical development.
- K. "Emergency repair" means work necessary to prevent destruction or dilapidation to real property or structural appurtenances thereto immediately threatened or damaged by fire, flood, earthquake or other disaster.
- L. "Historic property" means real property together with improvements thereon, except property listed in a register primarily for objects buried below ground, which is listed in a local register of a Certified Local Government or the National Register of Historic Places.

M. "Incentives" are such rights or privileges or combination thereof which the _____ [CITY/COUNTY] Council, or other local, state, or federal public body or agency, by virtue of applicable present or future legislation, may be authorized to grant or obtain for the owner(s) of Register properties. Examples of economic incentives include but are not limited to tax relief, conditional use permits, rezoning, street vacation, planned unit development, transfer of development rights, facade easements, gifts, preferential leasing policies, beneficial placement of public improvements or amenities, or the like.

N. "Local Review Board", or "Board" used in Chapter 84.26 RCW and Chapter 254-20 WAC for the special valuation of historic properties means the commission created in Section ____ herein.

O. "National Register of Historic Places" means the national listing of properties significant to our cultural history because of their documented importance to our history, architectural history, engineering, or cultural heritage.

P. An "object" is a thing of functional, aesthetic, cultural, historical, or scientific value that may be, by nature or design, movable yet related to a specific setting or environment.

Q. "Ordinary repair and maintenance" means work for which a permit issued by the _____ [LOCAL GOVERNMENT] is not required by law, and where the purpose and effect of such work is to correct any deterioration or decay of or damage to the real property or structure appurtenance therein and to restore the same, as nearly as may be practicable, to the condition prior to the occurrence of such deterioration, decay, or damage.

R. "Owner" of property is the fee simple owner of record as exists on the _____ [NAME OF COUNTY] County Assessor's records.

S. "Significance" or "significant" used in the context of historic significance means the following: a property with local, state, or national significance is one which helps in the understanding of the history or prehistory of the local area, state, or nation (whichever is applicable) by illuminating the local, statewide, or nationwide impact of the events or persons associated with the property, or its architectural type or style in information potential. The local area can include _____ [NAME OF CITY/TOWN], _____ [NAME OF COUNTY], or _____ [NAME OF REGION (e.g. southwest)] Washington, or a modest geographic or cultural area, such as a neighborhood. Local significance may apply to a property that illustrates a theme that is important to one or more localities; state significance to a theme important to the history of the state; and national significance to property of exceptional value in representing or illustrating an important theme in the history of the nation.

T. A "site" is a place where a significant event or pattern of events occurred. It may be the location of prehistoric or historic occupation or activities that may be marked by physical remains; or it may be the symbolic focus of a significant event or pattern of events that may not have been actively occupied. A site may be the location of ruined or now non-extant building or structure of the location itself possesses historic cultural or archaeological significance.

U. "Special Valuation for Historic Properties" or "Special Valuation" means the local option program which when implemented makes available to property owners a special tax valuation for rehabilitation of historic properties under which the assessed value of an eligible historic property is determined at a rate that excludes, for up to ten years, the actual cost of the rehabilitation. (Chapter 84.26 RCW).

V. "State Register of Historic Places" means the state listing of properties significant to the community, state, or nation but which may or may not meet the criteria of the National Register.

W. A "structure" is a work made up of interdependent and interrelated parts in a definite pattern of organization. Generally constructed by man, it is often an engineering project.

X. "Universal Transverse Mercator" or "UTM" means the grid zone in metric measurement providing for an exact point of numerical reference.

Y. "Waiver of a Certificate of Appropriateness" or "Waiver" means the document indicating that the

commission has reviewed the proposed whole or partial demolition of a local register property or in a local register historic district and failing to find alternatives to demolition has issued a waiver of a Certificate of Appropriateness which allows the building or zoning official to issue a permit for demolition.

Z. "Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties" or "State Advisory's Council's Standards" means the rehabilitation and maintenance standards used by the _____ [LOCAL GOVERNMENT] Historic Preservation Commission as minimum requirements for determining whether or not an historic property is eligible for special valuation and whether or not the property continues to be eligible for special valuation once it has been so classified.

SECTION 4. _____ HISTORIC COMMISSION

A. Creation and Size

There is hereby established a _____ [LOCAL GOVERNMENT] Historic Preservation Commission, consisting of _____ [5 - 15] members, as provided in subsection ____ below. Members of the _____ [LOCAL GOVERNMENT] Historic Preservation Commission shall be appointed by the _____ [TITLE OF CHIEF LOCAL ELECTED OFFICIAL] and approved by the _____ [CITY/COUNTY] Council and shall be residents of the _____ [CITY/COUNTY], except as provided in subsection ____ below.

B. Composition of the Commission

1. All members of the commission must have a demonstrated interest and competence in historic preservation and possess qualities of impartiality and broad judgement.

2. The commission shall always include at least _____ [INDICATE NUMBER] professionals who have experience in identifying, evaluating, and protecting historic resources and are selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation, and landscape architecture, or related disciplines [CHOOSE ONE, SEVERAL, OR ALL DISCIPLINES]. The commission action that would otherwise be valid shall not be rendered invalid by the temporary vacancy of one or all of the professional positions, unless the commission action is related to meeting Certified Local Government (CLG) responsibilities cited in the Certification Agreement between the _____ [TITLE OF CHIEF LOCAL ELECTED OFFICIAL] and the State Historic Preservation Officer on behalf of the State. Furthermore, exception to the residency requirement of commission members may be granted by the _____ [TITLE OF CHIEF LOCAL ELECTED OFFICIAL] and _____ [CITY/COUNTY] Council in order to obtain representatives from these disciplines.

3. In making appointments, the _____ [TITLE OF CHIEF LOCAL ELECTED OFFICIAL] may consider names submitted from any source, but the _____ [TITLE OF CHIEF LOCAL ELECTED OFFICIAL] shall notify history and _____ [CITY/COUNTY] development related organizations of vacancies so that names of interested and qualified individuals may be submitted by such organizations for consideration along with names from any other source.

C. Terms

The original appointment of members to the commission shall be as follows (this example is for a commission of seven): three (3) for two (2) years, two (2) for three (3) years; and two (2) for four (4) years. Thereafter, appointments shall be made for a three (3) year term. Vacancies shall be filled by the _____ [TITLE OF CHIEF LOCAL ELECTED OFFICIAL] for the unexpired term in the same manner as the original appointment.

D. Powers and Duties

The major responsibility of the Historic Preservation Commission is to identify and actively encourage the conservation of the _____ [CITY'S/COUNTY'S] historic resources by initiating and maintaining a register of historic places and reviewing proposed changes to register properties; to raise community awareness of the _____ [CITY'S/COUNTY'S] history and historic resources; and to serve as the _____

[CITY'S/COUNTY'S] primary resource in matters of history, historic planning, and preservation.

In carrying out these responsibilities, the Historic Preservation Commission shall engage in the following:

1. Conduct and maintain a comprehensive inventory of historic resources within the boundaries of the _____ [LOCAL GOVERNMENT] and known as the _____ [LOCAL GOVERNMENT] Historic Inventory, and publicize and periodically update inventory results. Properties listed on the inventory shall be recorded on official zoning records with an "HI" (for historic inventory designation). This designation shall not change or modify the underlying zone classification.
2. Initiate and maintain the _____ [LOCAL GOVERNMENT] Register of Historic Places. This official register shall be compiled of buildings, structures, sites, objects, and districts identified by the commission as having historic significance worthy of recognition and protection by the _____ [LOCAL GOVERNMENT] and encouragement of efforts by owners to maintain, rehabilitate, and preserve properties.
3. Review nominations to the _____ [LOCAL GOVERNMENT] Register of Historic Places according to criteria in Section ____ of this ordinance and adopt standards in its rules to be used to guide this review.
4. Review proposals to construct, change, alter, modify, remodel, move, demolish, or significantly affect properties or districts on the register as provided in Section ____; and adopt standards in its rules to be used to guide this review and the issuance of a certificate of appropriateness or waiver.
5. Provide for the review either by the commission or its staff of all applications for approvals, permits, environmental assessments or impact statements, and other similar documents pertaining to identified historic resources or adjacent properties.
6. Conduct all commission meetings in compliance with Chapter 42.30 RCW, Open Public Meetings Act, to provide for adequate public participation and adopt standards in its rules to guide this action.
7. Participate in, promote and conduct public information, educational and interpretive programs pertaining to historic and prehistoric resources.
8. Establish liaison support, communication and cooperation with federal, state, and other local government entities which will further historic preservation objectives, including public education, within the _____ [LOCAL GOVERNMENT] area.
9. Review and comment to the _____ [CITY/COUNTY] Council on land use, housing and redevelopment, municipal improvement and other types of planning and programs undertaken by any agency of the _____ [LOCAL GOVERNMENT], other neighboring communities, the _____ [COUNTY], the state or federal governments, as they relate to historic resources of the _____ [LOCAL GOVERNMENT].
10. Advise the _____ [CITY/COUNTY] Council and the Chief Local Elected Official generally on matters of _____ [LOCAL GOVERNMENT] history and historic preservation.
11. Perform other related functions assigned to the Commission by the _____ [CITY/COUNTY] Council or the Chief Local Elected Official.
12. Provide information to the public on methods of maintaining and rehabilitating historic properties. This may take the form of pamphlets, newsletters, workshops, or similar activities.
13. Officially recognize excellence in the rehabilitation of historic buildings, structures, sites and districts, and new construction in historic areas; and encourage appropriate measures for such recognition.
14. Be informed about and provide information to the public and _____ [CITY/COUNTY] departments on incentives for preservation of historic resources including legislation, regulations and codes which encourage the use and adaptive reuse of historic properties.

15. Review nominations to the State and National Registers of Historic Places.

16. Investigate and report to the _____ [CITY/COUNTY] Council on the use of various federal, state, local or private funding sources available to promote historic resource preservation in the _____ [LOCAL GOVERNMENT].

17. Serve as the local review board for Special Valuation and:

- a) Make determination concerning the eligibility of historic properties for special valuation;
- b) Verify that the improvements are consistent with the Washington State Advisory Council's Standards for Rehabilitation and Maintenance;
- c) Enter into agreements with property owners for the duration of the special valuation period as required under WAC 254-20-070(2);
- d) Approve or deny applications for special valuation;
- e) Monitor the property for continued compliance with the agreement and statutory eligibility requirements during the 10 year special valuation period; and
- f) Adopt bylaws and/or administrative rules and comply with all other local review board responsibilities identified in Chapter 84.26 RCW.

18. The commission shall adopt rules of procedure to address items 3, 4, 6, and 18 inclusive.

E. Compensation

All members shall serve _____ [WITH/WITHOUT] compensation.

F. Rules and Officers

The commission shall establish and adopt its own rules of procedure, and shall select from among its membership a chairperson and such other officers as may be necessary to conduct the commission's business.

G. Commission Staff

Commission and professional staff assistance shall be provided by the _____ [TITLE OF LOCAL GOVERNMENT PERSONNEL OR INDICATE USE OF A QUALIFIED CONSULTANT] with additional assistance and information to be provided by other _____ [CITY/COUNTY] departments as may be necessary to aid the commission in carrying out its duties and responsibilities under this ordinance.

SECTION 5. _____ REGISTER OF HISTORIC PLACES

A. Criteria for Determining Designation in the Register

Any building, structure, site, object, or district may be designated for inclusion in the _____ [NAME OF LOCAL REGISTER] if it is significantly associated with the history, architecture, archaeology, engineering, or cultural heritage of the community; if it has integrity; is at least 50 years old, or is of lesser age and has exceptional importance; and if it falls in at least one of the following categories. [SELECT ANY OR ALL OF THE CATEGORIES AND INCLUDE ADDITIONAL CATEGORIES IF DESIRED]

- 1. Is associated with events that have made a significant contribution to the broad patterns of national, state, or local history.

2. Embodies the distinctive architectural characteristics of a type, period, style, or method of design or construction, or represents a significant and distinguishable entity whose components may lack individual distinction.
3. Is an outstanding work of a designer, builder, or architect who has made a substantial contribution to the art.
4. Exemplifies or reflects special elements of the _____ [CITY'S/COUNTY'S] cultural, special, economic, political, aesthetic, engineering, or architectural history.
5. Is associated with the lives of persons significant in national, state, or local history.
6. Has yielded or may be likely to yield important archaeological information related to history or prehistory.
7. Is a building or structure removed from its original location but which is significant primarily for architectural value, or which is the only surviving structure significantly associated with an historic person or event.
8. Is a birthplace or grave of an historical figure of outstanding importance and is the only surviving structure or site associated with that person.
9. Is a cemetery which derives its primary significance from age, from distinctive design features, or from association with historic events, or cultural patterns.
10. Is a reconstructed building that has been executed in an historically accurate manner on the original site.
11. Is a creative and unique example of folk architecture and design created by persons not formally trained in the architectural or design professions, and which does not fit into formal architectural or historical categories.

**B. Process for Designating Properties or Districts to the _____
[NAME OF LOCAL REGISTER]**

1. _____ [ONLY PROPERTY OWNERS/

COMMISSION MEMBERS/ANY PERSON] may nominate a building, structure, site, object, or district for inclusion in the _____ [NAME OF LOCAL REGISTER]. Members of the Historic Preservation Commission or the commission as a whole may generate nominations. In its designation decision, the commission shall consider the _____ [NAME OF INVENTORY] and the _____ [CITY/COUNTY] Comprehensive Plan.

2. In the case of individual properties, the designation shall include the UTM reference and all features—interior and exterior—and outbuildings that contribute to its designation.
3. In the case of districts, the designation shall include description of the boundaries of the district; the characteristics of the district which justifies its designation; and a list of all properties including features, structures, sites, and objects which contribute to the designation of the district.
4. The Historic Preservation Commission shall consider the merits of the nomination, according to the criteria in Section _____ and according to the nomination review standards established in rules, at a public meeting. Adequate notice will be given to the public, the owner(s) and the authors of the nomination, if different, and lessees, if any, of the subject property prior to the public meeting according to standards for public meetings established in rules and in compliance with Chapter 42.30 RCW, Open Public Meetings Act. Such notice shall include

publication in a newspaper of general circulation in _____, [LOCAL GOVERNMENT] and posting of the property. If the commission finds that the nominated property is eligible for the _____ [NAME OF LOCAL REGISTER], the commission _____ [SHALL LIST THE PROPERTY IN THE REGISTER/SHALL LIST THE PROPERTY IN THE REGISTER WITH OWNER'S CONSENT/MAKE RECOMMENDATION TO THE _____ (City/County) COUNCIL THAT THE PROPERTY BE LISTED IN THE REGISTER/MAKE RECOMMENDATION TO THE _____ (City/County) THAT THE PROPERTY BE LISTED IN THE REGISTER WITH OWNER'S CONSENT.] In the case of historic districts, the commission shall consider [A SIMPLE MAJORITY OF PROPERTY OWNERS/ PERCENTAGE OF PROPERTY OWNERS] to be adequate for owner consent. Owner consent and notification procedures in the case of districts shall be further defined in rules. The public, property owner(s) and the authors of the nomination, if different, and lessees, if any, shall be notified of the listing.

5. Properties listed on the _____ [NAME OF LOCAL REGISTER] shall be recorded on official zoning records with an "HR" (for Historic Register) designation. This designation shall not change or modify the underlying zone classification.

C. Removal of Properties from the Register

In the event that any property is no longer deemed appropriate for designation to the _____ [NAME OF LOCAL REGISTER], the commission may initiate removal from such designation by the same procedure as provided for in establishing the designation, Section _____. A property _____ [MAY/MAY NOT] be removed from the _____ [NAME OF THE LOCAL REGISTER] without the owner's consent.

D. Effects of Listing on the Register

1. Listing on the _____ [NAME OF LOCAL REGISTER] is an honorary designation denoting significant association with the historic, archaeological, engineering, or cultural heritage of the community. Properties are listed individually or as contributing properties to an historic district.
2. Prior to the commencement of any work on a register property, excluding ordinary repair and maintenance and emergency measures defined in Section _____, the owner must request and receive a Certificate of Appropriateness from the commission for the proposed work. Violation of this rule shall be grounds for the commission to review the property for removal from the register.
3. Prior to whole or partial demolition of a register property, the owner must request and receive a waiver of a Certificate of Appropriateness.
4. Once _____ [NAME OF THE LOCAL GOVERNMENT] is certified as a Certified Local Government (CLG), _____ [ALL/IDENTIFY SELECTED TYPES] properties listed on the _____ [NAME OF LOCAL REGISTER] may be eligible for Special Tax Valuation on their rehabilitation (Section _____).

SECTION 6. REVIEW OF CHANGES TO _____ REGISTER OF HISTORIC PLACES PROPERTIES

A. Review Required

No person shall change the use, construct any new building or structure, or reconstruct, alter, restore, remodel, repair, move, or demolish any existing property on the _____ [NAME OF LOCAL REGISTER] or within an historic district on the _____ [NAME OF LOCAL REGISTER] without review by the commission and without receipt of a Certificate of Appropriateness, or in the case of demolition, a waiver, as a result of the review.

The review shall apply to all features of the property, interior and exterior, that contribute to its designation and are listed on the nomination form. Information required by the commission to review the proposed changes are established in rules.

B. Exemptions

The following activities do not require a Certificate of Appropriateness or review by the commission: ordinary repair and maintenance—which includes painting—or emergency measures defined in Section ____.

C. Review Process

1. Requests for Review and Issuance of a Certificate of Appropriateness or Waiver

The building or zoning official shall report any application for a permit to work on a designated _____ [NAME OF LOCAL REGISTER] Register property or in a _____ [NAME OF LOCAL REGISTER] historic district to the commission. If the activity is not exempt from review, the commission or professional staff shall notify the applicant of the review requirements. The building or zoning official shall not issue any such permit until a Certificate of Appropriateness or a waiver is received from the commission but shall work with the commission in considering building and fire code requirements.

2. Commission Review

The owner or his/her agent (architect, contractor, lessee, etc.) shall apply to the commission for a review of proposed changes on a _____ [NAME OF LOCAL REGISTER] property or within a _____ [NAME OF LOCAL REGISTER] historic district and request a Certificate of Appropriateness or, in the case of demolition, a waiver. Each application for review of proposed changes shall be accompanied by such information as is required by the commission established in its rules for the proper review of the proposed project.

The commission shall meet with the applicant and review the proposed work according to the design review criteria established in rules. Unless legally required, there shall be no notice, posting, or publication requirements for action on the application, but all such actions shall be made at regular meetings of the commission. The commission shall complete its review and make its recommendations within thirty (30) calendar days of the date of receipt of the application. If the commission is unable to process the request, the commission may ask for an extension of time.

The commission's recommendations shall be in writing and shall state the findings of fact and reasons relied upon in reaching its decision. Any conditions agreed to by the applicant in this review process shall become conditions of approval of the permits granted. If the owner agrees to the commission's recommendations, a Certificate of Appropriateness shall be awarded by the commission according to standards established in the commission's rules.

The commission's recommendations and, if awarded, the Certificate of Appropriateness shall be transmitted to the building or zoning official. If a Certificate of Appropriateness is awarded, the building or zoning official may then issue the permit.

3. Demolition

A waiver of the Certificate of Appropriateness is required before a permit may be issued to allow whole or partial demolition of a designated _____ [NAME OF LOCAL REGISTER] property or in a _____ [NAME OF LOCAL REGISTER] historic district. The owner or his/her agent shall apply to the commission for a review of the proposed demolition and request a waiver. The applicant shall meet with the commission in an attempt to find alternatives to demolition. These negotiations may last no longer than 45 calendar days from the initial meeting of the commission, unless either party requests an extension. If no request for an extension is made and no alternative to demolition has been agreed to, the commission shall act and advise the official in charge of issuing a demolition permit of the approval or denial of the waiver of a Certificate of Appropriateness. Conditions in the case of granting a demolition permit may include allowing the commission

up to 45 additional calendar days to develop alternatives to demolition. When issuing a waiver the board may require the owner to mitigate the loss of the _____ [NAME OF LOCAL REGISTER] property by means determined by the commission at the meeting. Any conditions agreed to by the applicant in this review process shall become conditions of approval of the permits granted. After the property is demolished, the commission shall initiate removal of the property from the register.

4. Appeal of Approval or Denial of a Waiver of a Certificate of Appropriateness.

The commission's decision regarding a waiver of a Certificate of Appropriateness may be appealed to the _____ [CITY/COUNTY] Council within ten days. The appeal must state the grounds upon which the appeal is based.

The appeal shall be reviewed by the council only on the records of the commission. Appeal of Council's decision regarding a waiver of a Certificate of Appropriateness may be appealed to Superior Court.

SECTION 7. REVIEW AND MONITORING OF PROPERTIES FOR SPECIAL PROPERTY TAX VALUATION

A. Time Lines

1. Applications shall be forwarded to the commission by the assessor within 10 calendar days of filing.
2. Applications shall be reviewed by the commission before December 31 of the calendar year in which the application is made.
3. Commission decisions regarding the applications shall be certified in writing and filed with the assessor within 10 calendar days of issuance.

B. Procedure

1. The assessor forwards the application(s) to the commission.
2. The commission reviews the application(s), consistent with its rules of procedure, and determines if the application(s) are complete and if the properties meet the criteria set forth in WAC 254-20-070(1) and listed in Section ____ of this ordinance.
 - a. If the commission finds the properties meet all the criteria, then, on behalf of the _____ [LOCAL GOVERNMENT], it enters into an Historic Preservation Special Valuation Agreement (set forth in WAC 254-20-120 and in Section ____ of this ordinance) with the owner. Upon execution of the agreement between the owner and commission, the commission approves the application(s).
 - b. If the commission determines the properties do not meet all the criteria, then it shall deny the application(s).
3. The commission certifies its decisions in writing and states the facts upon which the approvals or denials are based and files copies of the certifications with the assessor.
4. For approved applications:
 - a. The commission forwards copies of the agreements, applications, and supporting documentation (as required by WAC 254-20-090 (4) and identified in Section ____ of this ordinance) to the assessor,
 - b. Notifies the state review board that the properties have been approved for special valuation,

and

c. Monitors the properties for continued compliance with the agreements throughout the 10-year special valuation period.

5. The commission determines, in a manner consistent with its rules of procedure, whether or not properties are disqualified from special valuation either because of

a. The owner's failure to comply with the terms of the agreement or

b. Because of a loss of historic value resulting from physical changes to the building or site.

6. For disqualified properties, in the event that the commission concludes that a property is no longer qualified for special valuation, the commission shall notify the owner, assessor, and state review board in writing and state the facts supporting its findings.

C. Criteria

1. Historic Property Criteria:

The class of historic property eligible to apply for Special Valuation in _____ [LOCAL GOVERNMENT] means _____ [ALL/IDENTIFY SELECTED TYPES] properties listed on the National Register of Historic Places or certified as contributing to a National Register Historic District which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in Chapter 84.26 RCW, until _____ [LOCAL GOVERNMENT] becomes a Certified Local Government (CLG). Once a CLG, the class of property eligible to apply for Special Valuation in _____ [LOCAL GOVERNMENT] means [ONLY] _____ [ALL/IDENTIFY SELECTED TYPES] properties listed on the _____ [LOCAL/LOCAL AND NATIONAL/NATIONAL] Register of Historic Places or properties certified as contributing to an _____ [LOCAL/LOCAL AND NATIONAL/NATIONAL] Register Historic District which have been substantially rehabilitated at a cost and within a time period which meets the requirements set forth in Chapter 84.26 RCW.

2. Application Criteria:

Complete applications shall consist of the following documentation:

a. A legal description of the historic property,

b. Comprehensive exterior and interior photographs of the historic property before and after rehabilitation,

c. Architectural plans or other legible drawings depicting the completed rehabilitation work, and

d. A notarized affidavit attesting to the actual cost of the rehabilitation work completed prior to the date of application and the period of time during which the work was performed and documentation of both to be made available to the commission upon request, and

e. For properties located within historic districts, in addition to the standard application documentation, a statement from the secretary of the interior or appropriate local official, as specified in local administrative rules or by the local government, indicating the property is a certified historic structure is required.

3. Property Review Criteria:

In its review the commission shall determine if the properties meet all the following criteria:

a. The property is historic property;

b. The property is included within a class of historic property determined eligible for Special Valuation by the _____ [LOCAL GOVERNMENT] under Section ____ of this ordinance;

c. The property has been rehabilitated at a cost which meets the definition set forth in RCW 84.26.020(2) (and identified in Section ____ of this ordinance) within twenty-four months prior to the date of application; and d. The property has not been altered in any way which adversely affects those elements which qualify it as historically significant as determined by applying the Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties (WAC 254-20-100(1) and listed in Section ____ of this ordinance).

4. Rehabilitation and Maintenance Criteria:

The Washington State Advisory Council's Standards for the Rehabilitation and Maintenance of Historic Properties in WAC 254-20-100 shall be used by the commission as minimum requirements for determining whether or not an historic property is eligible for special valuation and whether or not the property continues to be eligible for special valuation once it has been so classified.

D. Agreement:

The historic preservation special valuation agreement in WAC 254-20-120 shall be used by the commission as the minimum agreement necessary to comply with the requirements of RCW 84.26.050(2).

E. Appeals:

Any decision of the commission acting on any application for classification as historic property, eligible for special valuation, may be appealed to Superior Court under Chapter 34.04.130 RCW in addition to any other remedy of law. Any decision on the disqualification of historic property eligible for special valuation, or any other dispute, may be appealed to the County Board of Equalization.

INCENTIVE PROGRAMS FOR LANDMARK OWNERS

Technical Paper No.11



King County Historic Preservation Program, Office of Business Relations and Economic Development
516 Third Avenue, Room E-550, Seattle, WA 98104-5002 (206) 296-8689

A generous program of incentives balances the controls imposed by the King County Landmark designation program. The incentive programs currently available are described below. These programs have changed over time and will continue to change as tax and zoning laws evolve or new sources of grant funds become available. Individuals owning King County landmarks, owners of landmarks in the cities with which King County has interlocal agreements for landmarking services, or individuals who are considering designation are encouraged to contact the King County Historic Preservation Program at (206) 296-8689 for updated information on incentive programs.

Special Valuation: A Local Tax Incentive Program for Rehabilitating Historic Buildings

Special Valuation subtracts eligible costs associated with the rehabilitation of historic properties (land value is not included) for up to ten years. The primary benefit of the program is that during the ten-year special valuation period, property taxes do not reflect the substantial improvements made to the historic property. Prior to the passage of this law, owners rehabilitating historic buildings were subject to increased property taxes once the improvements were made. To be eligible, the property must have undergone an approved rehabilitation within two years prior to applying for special valuation, and the rehabilitation must be equal in cost to at least 25% of the assessed value of the improvement (excluding land value).

Current Use Taxation for Open Space

Landmark property owners may be eligible for some tax relief through the Current Use Taxation (CUT) program. This program functions by establishing a "current use taxation" property tax assessment for the open space that is lower than the "highest and best use" assessment level that usually applies on most land in the County. The reduction in taxable value ranges from 50% to 90% for the portion of the property in "current use." Designated landmarks qualify for a 50% reduction in taxable value for the *land* portion of their assessment. Properties determined *eligible* for landmark designation might also qualify if they include another type of open space resource.

For property to be approved as open space under this program, either the potential for additional development or use must be present, or the owner might provide public access or agree to other restrictions in return for tax reduction. Public access is encouraged on open space preserved under this program. However, access is not required, when visitation could damage or endanger the resource (for example an archaeological site).

Landmark Restoration Loan Fund

Low-interest loans are available to landmark property owners through programs administered jointly between the King County Historic Preservation Program and participating local banks. The Landmarks Commission reviews proposed loan-funded projects for compliance with restoration and rehabilitation standards, while the banks focus on the financial eligibility of the borrower. Loans are

available for the restoration or rehabilitation of privately owned residential properties through *Washington Mutual Bank*, and loans for restoration and rehabilitation of commercial properties are available through *Issaquah Bank* and *Frontier Bank*.

Technical Assistance

Owners of designated King County landmarks are eligible to receive a range of technical assistance services from the Landmarks Commission and staff. Primary among these is assistance from members of the Commission's Design Review Committee who review and approve all changes to designated features of significance of landmark properties. Included on this committee are architects and preservation specialists who can share both their technical knowledge and broad experience working with historic buildings. In addition, the office maintains technical papers and other information on historic preservation issues.

Investment Tax Credits

The Tax Reform Act of 1986 authorizes owners of buildings listed in the National Register of Historic Places to take a 20% income tax credit on the cost of rehabilitating their buildings for industrial, commercial, or rental residential purposes. Many King County Landmarks are eligible for listing on the National Register. An owner investing in rehabilitation of a registered historic property will have credit against federal taxes. The Preservation Assistance Division of the National Park Service monitors this program, which is administered by the State Office of Archaeology and Historic Preservation. For additional information contact Stephen Mathison at StephenM@cted.wa.gov or (360) 586-3079.

Landmark Grant Programs

The Cultural Development Authority of King County administers two grant programs to which landmark property owners are eligible to apply:

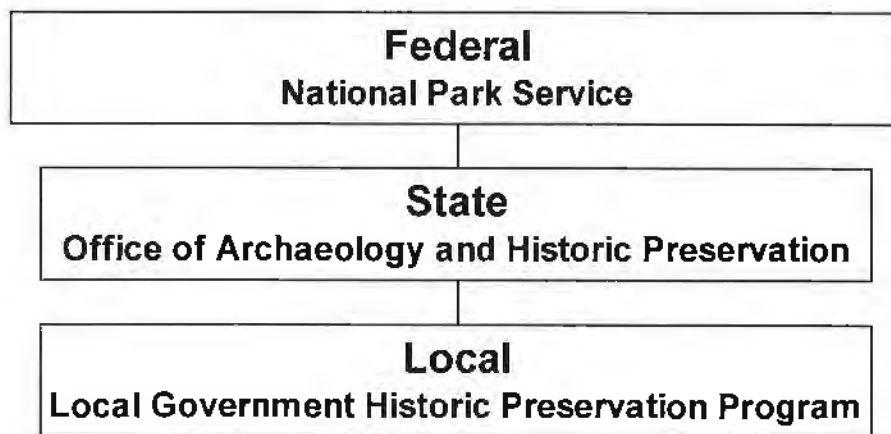
- *Cultural Facilities Program (Hotel/Motel Tax Fund)*
A cultural organization (either arts or heritage) that owns or uses a King County Landmark is eligible to apply to the Cultural Facilities Program for the purchase, restoration or rehabilitation of the building.
- *Landmark Stabilization and Rehabilitation Grants (Hotel/Motel Tax Fund)*
In 2002, King County established an annual grant-in-aid program for the stabilization and rehabilitation of landmark properties. Individuals owning King County landmarks, or owners of landmarks in the cities with which King County has interlocal agreements for landmarking services are eligible to apply to this program.

Grant awards for both of these programs are made on a competitive basis. Funding decisions are made based on the criteria and priorities outlined in the program guidelines. For additional information contact Charles Payton at charles.payton@culturaldevelopment.org or (206) 296-8693.

Historic Preservation on the Local Level



Historic Preservation: The Big Picture



National Park Service

- Historic Preservation Act of 1966
- Secretary of the Interior
- Administers the Historic Preservation Fund
- Manages the National Register of Historic Places
- Manages the Federal Investment Tax Credit Program

State Historic Preservation Office

- Set up by the 1966 Historic Preservation Act
- State Historic Preservation Officer
- Funded partly through the Historic Preservation Fund
- Washington State Advisory Council on Historic Preservation
- Administers Washington Heritage Register
- Section 106 Reviews

Local Historic Preservation Programs

- Historic Preservation Ordinance
- Historic Preservation Commission
- Local Register of Historic Places
- Regulatory power
- Ability to truly protect historic resources



National Register of Historic Places



- Honorary Designation
- No Regulations Associated with Listing
- Little to No Protection
- Section 106



Washington Heritage Register



- Honorary Designation
- Less Stringent Nomination Process
- No Regulations Associated with Listing
- No Protection



Local Register of Historic Places

- Owner Consent vs. No Owner Consent
- Allows for Design Review of Changes to Locally Designated Properties
 - Prevent Insensitive Change
 - Protection of Individual Landmarks
 - District Protection
- Ability to Deny or Delay Demolition



The Certified Local Government (CLG) Program

- Created in an amendment to the National Historic Preservation Act in 1980
- Vehicle by which local governments can enter into partnership with NPS and OAHP
- Certifies that your local program meets state and federal requirements for administering a historic preservation program.
 - Historic Preservation Commission
 - Historic Preservation Ordinance
 - Regular Commission Meetings that comply with the Open Public Meetings Act
 - Participate in the National Register review process

Why Become a Certified Local Government?

- Your community becomes a partner in the national/state historic preservation program
- Access to technical assistance by the State Office of Archaeology and Historic Preservation
- Locally designated properties become eligible for Special Tax Valuation
- Small grant funds available through the Historic Preservation Fund only for CLGs
- Participation in the nomination of local properties to the National Register of Historic Places

Certified Local Government Grants

- 10% mandated pass-through of the Historic Preservation Fund
 - FY 2001 = \$110,000
 - FY 2002 = \$75,000
 - FY 2003 = \$65,000
 - FY 2004 = \$160,000
 - FY 2005 = \$68,000
- Grants may be used for:
 - Education
 - Brochures, web sites, videos, classroom curriculum, workshops, training, presentations
 - Planning
 - Land use plans, zoning



Certified Local Government Grants, continued...

- Grants may be used for:
 - Survey/Inventory
 - Documenting historic resources within jurisdiction, updating previous inventories, create electronic databases of survey information
 - Nominations
 - Prepare new National Register nominations, amend existing nominations

Special Tax Valuation

- Enabling legislation passed in 1985
- Local government implements the law through ordinance
- Local government determines which property types are eligible
- Can be used for a substantial rehabilitation (25% of structure value) for either residential or commercial property
- Amount of rehab subtracted from property value for a period of ten years



Conclusion

- A local historic preservation program can be a catalyst for sparking investment in your historic properties
- Historic preservation can help protect your community's identity and character
- There are incentives for preserving historic buildings
- Only you know what is worth protecting on the local level - local communities must be proactive toward saving their historic resources

A G E N D A I T E M

SUBJECT: Council Chambers Upgrade
(PEG channel improvements)

ATTACHMENTS:

AGENDA OF: April 22, 2004
DEPT. OF ORIGIN: Administration
DATE SUBMITTED: April 5, 2004

CLEARANCES:
[X] Municipal Court:

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL

Purpose and Recommendation:

The purpose of this agenda item is to brief Council on the progress of the audio/visual (A/V) upgrade in the Council Chambers. No action by the City Council is required at this time.

Background:

There are two concurrent projects underway that involve the City Council Chambers. The upgrade of the City's public education and government (PEG) cable TV channel will include new A/V systems in the Council Chambers. Also, the capability to conduct remote arraignments via video will result in considerable financial savings to the City. Both projects were authorized by the City Council during preparation and adoption of the 2004 Budget. Administration has been working on these tasks and intends to provide a progress report on April 22, 2004.

Discussion:

A Request for Qualifications (RFQ) was issued for the design of the new PEG system. The contract for professional services was awarded to 3H Communications, the firm that also provides consultant services relating to the City's cable TV franchise. 3H Communications is interviewing individuals and groups that use the Council Chambers in order to identify functional and operational considerations that need to be included in the new system. 3H will summarize the improvement plans to date and solicit Council input and guidance.

Jennifer Henson, the City's Court Administrator, has been meeting with consultants and other agencies to identify system requirements for video arraignments. We have upgraded our network server and are now connected to the King County I-Net system. Federal Way is currently serving as the first test case for video arraignments for detainees held at Yakima. Our intent is to have the ability to conduct these remote proceedings at any detention site served by the I-Net.

Alternatives:

N/A. This agenda item is for discussion purposes only.

Financial Impact:

Both projects are funded via the Capital Improvement Program (CIP).

Recommendation/Conclusion:

N/A. This agenda item is for discussion purposes only.

Concurrence:

N/A. This agenda item is for discussion purposes only.

all passed

A G E N D A I T E M

SUBJECT:
PUBLIC HEARING
2004 CDBG program revision

ATTACHMENTS:

None

AGENDA OF: April 22, 2003
DEPT. OF ORIGIN: Community Dev. *OK*

DATE SUBMITTED: April 13, 2003

CLEARANCES:

[] LEGAL _____

[] ENGINEERING _____

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL *AT*

Purpose and Recommendation:

The purpose of this agenda item is threefold: First, to request Council's approval to cancel the 2002 and 2003 Community Development Block Grant Pacific Ridge Sidewalk projects in the total amount of \$133,570. Second to reallocate \$16,900 to the design and construction of the Wesley Crosswalk signal. Third, to allocate the remaining \$116,670 to the Midway Park project.

Suggested Motion:

Motion 1:

"I move to approve the cancellation of the 2002 and 2003 Community Development Block Grant Pacific Ridge sidewalk project in the amount of \$133,570". *passed 6-0*

Motion 2:

"I move to approve the reallocation of \$16,900 in Community Development Block Grant funds to the 2003 Wesley Crosswalk Signal project." *passed 6-0*

Motion 3:

"I move to approve the expenditure of \$116,670 to the 2004 Midway Park Project: *passed 5-1 Thomasson NO reallocation*

Motion 4:

"I move that any additional funds realized from this reallocation be included in the Midway Park project." *passed 6-0*

Background:

In 2001 and 2002 the Council allocated a total of \$133,570 to the Pacific Ridge sidewalk project. This project was funded with Community Development Block Grant funds. It was the original intent of the project to link interior Pacific Ridge sidewalks to the Pacific Highway project. At the time of these allocations we expected to begin construction of the Pacific Highway project in early 2002.

Discussion:

The Community Development Block Grant fund program encourages recipients to spend the grant proceeds within two years of award. Because these funds have been languishing for over two years we are required as a consortium city to either use these funds immediately or to cancel the project and reallocate the funds.

Engineering has decided that it is in the best interest of the city for us to cancel the Pacific Ridge project at this time and to reallocate a portion of the funds to the Wesley Crosswalk project. Engineering is recommending delaying the instillation of these sidewalks until the Pacific Highway project is completed for the following reasons:

- The Pacific Ridge sidewalk design and placement can be better realized after sidewalks are placed in the Pacific Highway project
- Adding another project in the Pacific Highway area will increase the complexity of both projects if done concurrently.

Engineering has noted that it will undertake the Pacific Ridge sidewalk project after completion of the Pacific Highway project.

Wesley Crosswalk Signal

The proposed Wesley pedestrian signal project will replace the aging pedestrian activated signal on South 216th Streets west of 11th Avenue South. The signal primarily serves the elderly citizen residing at the Wesley Homes retirement centers bordering to the north and south.

Currently, the existing signal's obsolete mechanical controller mechanism is prone to breakdown and it is very difficult to obtain service parts. The Washington State Department of Transportation currently services this signal when breakdowns occur; however, recently they have had difficulty locating parts for the signal and have resorted to searching for salvage parts from local jurisdictions. WSDOT has informed us that these used parts are incredibly difficult to find at this time and will be almost impossible to locate in the future.

Replacement of this signal will address the maintenance issue and will be far less likely to breakdown. In addition, the project will remove the troublesome utility pole/span wire configuration that the signal currently uses with more modern signal standards.

Midway Park Improvements

Administration is recommending that the remaining \$116,000 be allocated to the Midway Park project. The City Council in 2003 allocated \$65,000 in CDBG funds to this project. With the additional allocation a more comprehensive park program can be implemented.

Midway Park is extremely important to the Pacific Highway neighborhood because it is the only park in this highly populated neighborhood of over 3,000 low and moderate income residents. The park is currently heavily used by the neighborhood. Although this park has been vandalized frequently in the past, it is important to keep this facility in good repair for the benefit of neighborhood youth and families the majority of which are very respectful of the facility.

The additional allocation would provide for the following improvements:

- Design & Engineering Fees, Building Permits

- Site Demolition and Grading
- Utility Hook Up Fees (Water, Sewer, Electrical)
- Park pathway lighting and electrical updates (under grounding)
- Drinking fountain installation
- Concrete pad for Sani-Can
- Relocation and replacement of Play Equipment Areas, ADA access and safety surfacing material
- Resurfacing of Sports Court (possible expansion)
- New ADA walkways
- Picnic Shelter
- Construction of an irrigated multi-use grass youth sports field for use as a youth soccer, football and t-ball practice field (on Puget Sound Energy's property with \$50,000 King County Youth Sports Facility grant funds)

ACORN, a citizens group representing the local neighborhood east of Pacific Highway has asked for these improvements to improve their quality of life and increased safety at the Park. The group's leadership has committed to work with the City and Puget Sound Energy to patrol and maintain the site in good condition after new construction.

The City was also awarded a King County Youth Sports Facility Grant in the amount of \$50,000 to construct a play field on Puget Sound Energy (PSE) property expanding the park by approximately 1.5 acres. The PSE site has numerous constraints due to future development of SR 509 on its eastern boundary and plans to expand the switching station facility in 10-20 years. Staff is currently working with PSE to overcome these challenges to provide an important resource for the community to gather and children to play. The park expansion area would be finish graded, planted and irrigated so that it can be utilized for organized youth sports activities.

The ultimate goal of this project is to bring youth sports opportunities to a neighborhood that has not had the privilege of involvement due to residential location and issues related to income such as lack of transportation and ability to pay for program fees. City staff would continue to work with ACORN to ensure that the youth of the Pacific Ridge neighborhood along Pacific Highway in Des Moines are encouraged to participate in youth sports through program scholarships and local programming at Midway Park.

Alternatives:

1. Approve Administration's request to cancel the Pacific Ridge sidewalk project and to reallocate \$16,700 to the Wesley signal project.
2. Approve Administration's request to re-allocate approximately \$116,000 to the Midway Park project
3. Do not approve Administration's request and reallocate the entire \$133,570 to other projects.

Financial Impact:

If approved, there will be no impact to the General Fund.

Recommendation/Conclusion:

Approval of the request is recommended.

Concurrence:

Engineering and Parks concur with the recommendation.

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES

April 1, 2004

The regular study session of the Des Moines City Council was called to order at 7:32 p.m. by Mayor Pro Tem Thomasson in the City Council Chambers, 21630 11th Avenue South, Suite B.

PLEDGE OF ALLEGIANCE to the Flag was led by Councilmember White.

ROLL CALL - Present: Mayor Pro Tem Scott Thomasson, Councilmembers Richard Benjamin, Gary Petersen (arrived at 7:35 p.m.), Dan Sherman, Maggie Steenrod and Susan White. Absent: Mayor Bob Sheckler (illness). Also present were City Manager Tony Piascecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Parks and Recreation Director Patrice Thorell, Community Development Director Judith Kilgore, and Deputy City Clerk Angela Chaufy.

MOTION was made by Councilmember Benjamin, seconded by Councilmember Sherman, and passed unanimously to excuse Mayor Sheckler from attendance.

At 7:35 p.m., Councilmember Petersen arrived.

Draft Resolution No. 04-032 [Assigned Res. No. 969] – Fireworks Over Des Moines

Park and Recreation Director Thorell introduced the subject. The proposed resolution would establish the City's level of involvement for the event. The City would primarily provide logistic coordination, traffic control and promotional services. Actual City costs would be tracked and reported to Council after the event was completed. Park and Recreation Director Thorell informed Council of King County Fire District No. 26 and Des Moines Legacy Foundation's support of "Fireworks Over Des Moines". In response to Councilmember Petersen's questioning regarding liability for private donors, Park and Recreation Director Thorell explained that Washington Cities Insurance Authority had confirmed that donating funds was different from providing services. The donation of funds to the event would not create liability.

MOTION was made by Councilmember White and seconded by Councilmember Steenrod to approve Draft Resolution No. 04-032 for "Fireworks Over Des Moines".

Mayor Pro Tem Thomasson read the title into the record.

Councilmember Sherman said that he would not support the proposed resolution until Council banned the use of private fireworks in the City.

In response to Councilmember Steenrod's questioning, Park and Recreation Director Thorell explained that Section 1.d of the proposed resolution named Cliff Hanna and Powell Homes as additional insured as they were hiring the pyrotechnists, the Des Moines Legacy Foundation as they would serve as the conduit for donations, and the City of Des Moines as their property was being used.

Mayor Pro Tem Thomasson noted that an individual could donate to the event through the Legacy Foundation to avoid any liability exposure.

City Manager Piasecki said that any major sponsors who expected their participation in the event to be acknowledged could be added to the list of additional insured.

Councilmember Benjamin voiced support for the event. He recommended that the City donate \$10,000 to the event in order to insure a quality display.

Councilmember Steenrod recommended that the word "permits" be added to Section 1.h to provide better direction to interested vendors.

Councilmember Benjamin suggested that additional signage be posted at the Marina regarding the prohibition of fireworks in the area.

MOTION was made by Mayor Pro Tem Thomasson, seconded by Councilmember Steenrod and passed unanimously to amend Section 2 of the proposed resolution by deleting "City parks and public rights-of-way".

MOTION was made by Councilmember Benjamin and seconded by Councilmember Petersen to direct staff to donate \$10,000 from the fund balance to the fireworks display. The transaction would be processed through the budget amendment process.

Mayor Pro Tem Thomasson said he would not support the amendment as he already struggled with the City's anticipated cost of \$5,000.

VOTE ON MOTION: Motion failed, 2 – 4, with Councilmember Benjamin and Petersen voting in favor of the motion.

VOTE ON MAIN MOTION: Motion passed, 4 – 2, with Mayor Pro Tem Thomasson and Councilmember Sherman opposed.

Draft Resolution No. 03-309 [Assigned Res. No. 970] – Years 2004 – 2009 Capital Improvement Plan
Finance Director Henderson introduced the subject. She confirmed that Council's direction had been incorporated into the proposed document. Finance Director Henderson briefly noted the revisions to the Municipal Capital Improvement Fund, Arterial Street Fund, Surface Water Management Capital Fund, and Marina Depreciation and Improvement Fund.

Councilmember White announced that she had met with historic preservation committee members and archeologists regarding the Des Moines Beach Park. She recommended that Council include money in the CIP for a park consultant.

Finance Director Henderson said that a budget amendment could be considered if a specific amount was proposed.

As Gary Towe would be conducting a study on the park, Mayor Pro Tem Thomasson suggested that the issue be dealt with at that time.

Upon questioning from Councilmember Benjamin, Park and Recreation Director Thorell explained that the cabin repair line item would provide flooring replacement for the Sun Home Lodge.

Councilmember Benjamin said that the flooding problem at the Beach Park should be fixed prior to the floor being replaced or else the City would need to repair the floor again.

Park and Recreation Director Thorell explained that the Sun Home Lodge was not in imminent danger from flooding. Repairs to the restrooms at the Beach Park had already been eliminated from the proposed CIP.

MOTION was made by Councilmember White, seconded by Councilmember Benjamin, and passed unanimously to adopt Draft Resolution No. 03-309 approving the City of Des Moines 2004 – 2009 Capital Improvement Plan.

Mayor Pro Tem Thomasson read the title into the record.

In response to Councilmember Benjamin's questioning, Park and Recreation Director Thorell described future development plans for Midway Park.

Community Development Director Kilgore informed Council that the City's engineering staff had requested that the Pacific Ridge sidewalk project, funded through Community Development Block Grant (CDBG) funds, be delayed until after the Pacific Highway South improvements were complete. Therefore, approximately \$133,000 of CDBG funds would need to be reallocated. Later in the month, she would recommend that Council allocate \$17,000 of the available CDBG funds to the Wesley Crosswalk Signal and \$113,000 to the Midway Park Improvement Project.

Councilmember Benjamin indicated that he had some questions regarding the Marine View Drive Bridge Project.

Although no Engineering staff members were present at the meeting, City Manager Piasecki encouraged Councilmember Benjamin to ask his questions as he and other staff present could most likely answer them.

Councilmember Benjamin stated that he preferred to ask his questions to the Engineering staff.

Councilmember Steenrod noted that the South 216th Street/ 24th Avenue South traffic signal project was to be funded through traffic impact fees.

City Manager Piasecki confirmed that traffic impact fees would not be collected until July 2005.

Finance Director Henderson explained that money from the fund balance would currently fund the project. The fund would later be reimbursed through traffic impact fees.

Councilmember Steenrod asked Council to discuss the need for additional bus stop shelters. She asked that the construction of additional bus stops be inserted into the CIP.

Councilmember Sherman estimated the cost of a bus shelter to be \$15,000.

In response to Mayor Pro Tem Thomasson's questioning, Community Development Director Kilgore explained that the curb, gutter, and sidewalk project for the Activity Center would be eligible for CDBG funds but it would be considered a new project. She said that she would

research to determine whether bus shelters met the objectives of the CDBG program. As these two projects were not identified as 2004 CDBG projects, they would not be eligible for the disbursement of the CDBG funds currently allocated to the Pacific Ridge sidewalk project.

Councilmember Steenrod volunteered to help identify key bus routes used by low income individuals and seniors.

Councilmembers Sherman and Benjamin voiced support for the inclusion of bus shelters in the CIP amendments. Councilmember Sherman suggested that staff contact METRO regarding the usage at stops to determine key stops.

Councilmember Steenrod said that she wanted twelve covered bus stops.

City Manager Piasecki said that the item would be presented to Council as a proposed amendment to the CIP on April 22, 2004.

VOTE ON MOTION: Motion passed unanimously.

General Employees Compensation Agreement

Assistant City Manager Loch informed Council that a one year agreement with the General Employees was proposed. The existing compensation agreements for the Police Guild and Teamsters employees would expire on December 31, 2004. This year, Administration planned to establish a committee consisting of employees and management representatives to identify ways to reduce health care costs. The group's work would be incorporated into the employment agreements for 2005 and beyond. Assistant City Manager Loch noted that DMMC 2.12.100 required no less treatment for non-represented employees than for represented employees. He briefly reviewed the terms of the proposed agreement.

In response to Councilmember Sherman's questioning, City Manager Piasecki approximated the total cost of compensation increase for the proposed agreement to be 3.1%. He said that the actual figure would be provided to Council.

Councilmember Sherman suggested that the City consider taking a position regarding limiting required health care services. He said that he would like to see a cafeteria plan established to give the employees a choice and insure fair treatment for all regardless of family size.

MOTION was made by Councilmember Sherman and seconded by Councilmember White to approve the compensation agreement for General Employees for 2004 and to authorize the City Manager to sign the agreement substantially in the form provided.

Councilmember Steenrod said that if medical benefits required 32 hours per week of work then that standard should be the requirement for all benefits. She questioned why the employees did not have a cafeteria plan and why a one-year contract was being proposed. In regard to the proposed wage increase, Councilmember Steenrod said that she wanted to insure that the wages were fair. She stated that employee salaries might not be correctly benchmarked against industry standards. Councilmember Steenrod said that she wanted to see actual figures.

Assistant City Manager Loch informed Council that DMMC 2.12.010(1) limits negotiations with non-represented employees. The proposed wage increase was determined by applying the

DMMC provision to the provisions of the Des Moines Police Guild agreement. He confirmed that the 2004 budget had included a 2.23% wage increase for non-represented employees. Assistant City Manager Loch said that Administration could discuss cafeteria plans with the employees. He suggested that Council discuss increasing the benefit requirement to 32 hours during the next negotiation session.

In response to Councilmember Benjamin's questioning, City Manager Piasecki confirmed that the Personnel Manual would need to be revised after adoption of the agreement. He explained that the last sentence in the first paragraph under "The parties do agree as follows" should read "All personnel rules and regulations as may be promulgated according to DMMC 2.12.100 shall govern unless expressly contrary to this Agreement."

Councilmember Petersen recommended that Section 4 of the agreement be removed as it would not provide equitable treatment for all.

Assistant City Manager Loch explained that the incentive program was a result of an administrative effort to reduce costs. The practice, offered in 2003, had been incorporated into the proposed agreement. Once a new system for health care insurance was established, he anticipated the program being dissolved.

Councilmember Sherman said that the proposed agreement created inequity in compensation through benefits and he hoped that future contracts would provide greater equity. Councilmember Sherman said that he would support the motion as he believed it moved the City in the direction of greater equity.

Councilmember Steenrod agreed with Councilmember Petersen's comments. She said that most companies only provide health benefits for the employee only. Cafeteria plans were also often available.

Mayor Pro Tem Thomasson noted that, historically, cities have provided full coverage for families. He said that the comparison for the employees was other cities rather than private industries.

City Manager Piasecki noted that the other two employee contracts would expire this year. He explained the effect of binding arbitration on the Police contract.

VOTE ON MOTION: Motion failed, 3 – 3, with Councilmembers Benjamin, Petersen, and Steenrod opposed.

At 9:07 p.m., Mayor Pro Tem Thomasson declared a ten minute recess.

Community Development Departmental Briefing

Community Development Director Kilgore displayed a map and briefly described the following community development projects:

- Olympic Elementary School reconstruction
- North Hill Elementary School reconstruction
- PBC 45-50 lot single-family subdivision
- Ohrt 30,000 square foot light industrial/office building

- Furney's remodel and expansion
- Hollywood Video renovation
- Mount Rainier High School reconstruction
- Highline Community College construction
- Grace 27 lot single-family subdivision
- Litowitz 23 lot single-family subdivision
- Cedarbrook 30 Unit townhome development
- Kroupa 4 lot single-family subdivision
- Des Moines Marina remodel
- Stegin mixed use development
- Taco Time remodel and expansion
- Samoan Fellowship Church construction
- Kingdom Hall construction
- Canopy World redevelopment
- Rainier Truck redevelopment
- Comcast extension
- Washington Mutual Bank construction
- Oh Casino and restaurant construction
- Masonic Home renovation
- Judson Park renovation.

Community Development Director Kilgore informed Council that the scope of work for the Comprehensive Plan update had been completed. A State grant to fund the rewrite of the Shoreline Management Plan would soon be presented to Council for acceptance. Three responses to the City's request for proposal for an economic development implementation strategy had been received. In addition, the City had contracted with Pete Ferrin to conduct a grocery store market study. Completion of the draft report of the New Economy Strategy Triangle (NEST) was anticipated this summer. In response to Councilmember Benjamin's questioning, Community Development Director Kilgore said that Pacific Ridge development was a long-term project. The City could wait for the market to find the area or they could form private/public partnerships to bring development. In response to Councilmember Steenrod's question regarding staffing needs, Community Development Director Kilgore said that her department needed a Planning Technician to perform inspections and customer service.

Given the number of development projects, Councilmember Steenrod said that it was critical for a request for adequate personnel to be submitted to Council.

City Manager Piasecki confirmed that the Engineering division would also review its staffing needs.

Community Development Director Kilgore confirmed that transportation impacts would be reviewed as part of the development process.

City Manager Piasecki noted that population projections were regularly shared with schools, utilities and the fire department.

Community Development Director Kilgore recommended that Council adopt an economic development strategy to attract retail businesses to the City after the Pacific Highway South improvements were completed.

Councilmember Steenrod said that she had received complaints regarding the restrictiveness of the City's zoning code. She recommended that Council look at the Code and attempt to balance residential and retail development.

Councilmember White said that a plan needed to be implemented. She suggested that the Chief of Police provide Council with ideas to reduce blight in the Pacific Highway South area. She also recommended that a representative from the Historic Preservation Society address Council at the April 22, 2004 Council meeting.

Councilmember Benjamin stated that the City was losing businesses to its neighbors due to its Code requirements. He said that the City needed to adjust its Code to attract businesses.

In response to Mayor Pro Tem Thomasson's request, Community Development Director Kilgore said that she would provide Council with Highline Community College's parking calculations.

NEXT MEETING DATE

Mayor Pro Tem Thomasson announced that the next regular meeting would be April 8, 2004.

ADJOURNMENT

At 10:08 p.m., MOTION was made by Councilmember Sherman, seconded by Councilmember Steenrod and passed unanimously to adjourn.

Respectfully submitted,

Angela M. Chaufy
Deputy City Clerk

ACTION ITEMS FROM APRIL 1, 2004 MEETING

- Propose revised CDBG allocations to Council.
- Research whether bus shelters meet the objectives of the CDBG program.
- Submit funding for bus shelters as CIP amendments.
- Provide Council with total cost of compensation increase for the proposed non-represented employee agreement.
- Submit to Council a request for additional development/engineering staff.
- Provide Council with Highline Community College's parking calculations.

PRELIMINARY
SPECIAL MEETING DES MOINES CITY COUNCIL

MINUTES

April 8, 2004

The special meeting of the Des Moines City Council was convened at 7:15 p.m. in the City Hall Conference Room, 21630 11th Avenue South, Suite A.

ROLL CALL - Present: Councilmembers Gary Petersen, Dan Sherman, Maggie Steenrod and Susan White. Absent: Mayor Bob Sheckler (recuse), Mayor Pro Tem Scott Thomasson and Councilmember Richard Benjamin. Also in attendance was City Manager Tony Piasecki.

City Manager Piasecki announced that Council would hold an Executive Session for approximately 15 minutes for the purpose of planning or adopting strategies or positions as part of an ongoing collective bargaining process as provided by RCW 42.30.140(4)(b).

No formal action was taken.

ADJOURNMENT

The Executive Session was adjourned at 7:32 p.m.

Respectfully submitted,

Tony Piasecki
City Manager

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES

April 8, 2004

The regular meeting of the Des Moines City Council was called to order at 7:37 p.m. by Mayor Sheckler in the City Council Chambers, 21630 11th Avenue South.

PLEDGE OF ALLEGIANCE to the Flag was led by Councilmember Sherman.

ROLL CALL - Present: Mayor Bob Sheckler, Councilmembers Gary Petersen, Dan Sherman, Maggie Steenrod and Susan White. Absent: Mayor Pro Tem Scott Thomasson and Councilmember Richard Benjamin. Also present were City Manager Tony Piasecki, City Attorney Linda Marousek, Community Development Director Judith Kilgore, Development Services Manager Robert Ruth, Finance Director Paula Henderson, Assistant City Engineers Maiya Andrews and Loren Reinhold, Public Works Superintendent Frank Olson and City Clerk Denis Staab.

MOTION was made by Councilmember Sherman, seconded by Councilmember White and passed unanimously, to excuse Mayor Pro Tem Thomasson. [ED NOTE: Motion to excuse Councilmember Benjamin was made later in the meeting.]

BOARD & COMMITTEE REPORTS

Pacific Highway South Improvement Project

Councilmember Petersen took the opportunity to express his appreciation for the great job he feels the construction crew is doing to ensure the least amount of disruption to businesses along Pacific Highway South during the Improvement Project.

South King County Economic Development Initiative

Councilmember White reported attending a meeting yesterday with representatives of the Cities of SeaTac and Burien, Highline Community College and the Port of Seattle. She advised that this is a positive approach to attracting new businesses to the area. She noted that currently there are about 10 individuals who are looking at opening businesses in Des Moines.

Beach Park Historical Preservation

Councilmember White announced that there is some interest on the State level to looking at restoring some of the Beach Park buildings.

Economic Development Committee

Councilmember White advised that the Committee is recommending that Council support pursuing a plan with the firm of HyettPalma to start the process of economic revitalization of the downtown area. She noted that this is scheduled for action on the Agenda tonight.

SR 509 Project

Councilmember Sherman advised that he met with D.O.T. representative, Craig Stone yesterday, for an update on the 509 project. He advised that there will be a meeting of the Executive Committee in about a month. He noted that the cost is estimated to be around \$937 million, however the proposal only contains \$900 million, which means something must be cut from the project. He noted that the Regional Transportation Improvement District Board will be

requesting the matter go to the voters with a 90% confidence level. He advised that he will carefully monitor the situation as to what should be cut, as this can impact Des Moines and he will support cuts that are only in the City's best interest.

Economic Development

Councilmember Steenrod noted that there is Federal funding available to help with economic development if you know where to look. She felt that in the City's revitalization plan it will be important to have a plan for low income housing relocation and how to target affordable housing while attracting developers. She felt it is important to bring partnerships together in this effort.

PRESIDING OFFICER'S REPORT

Public Comments

Mayor Sheckler responded to comments regarding, what some individuals perceived as, his cutting off comments at a recent Council meeting. He advised that when the Presiding Officer calls for a break or recess during a meeting, all recordings of the meeting must be automatically stopped, as officially the meeting is no longer in session.

South 212th Street Closure

Mayor Sheckler advised that he, along with Councilmember Petersen, recently met with the City Manager to review issues regarding the closure of South 212th Street.

ADMINISTRATION REPORTS

Channel 21 Council Meeting Broadcasts

City Manager Piasecki noted that during the broadcasts of the March 25th Council meeting the last few minutes of the meeting were cut-off. He explained that the video tape did not begin exactly on time, and since the tape had been pre-timed as to when to end, ended before the meeting actually concluded. He noted that the City's equipment is very old and is scheduled to be replaced with more modern equipment from funding received from Comcast for that purpose.

Redondo Boat Launch

City Manager Piasecki reminded everyone of the grand re-opening and ribbon cutting ceremony, for the Redondo Boat Launch scheduled for 11 a.m. on April 30th.

Pacific Highway South Project - Property Purchases

City Manager Piasecki announced that Item #3 on the Consent Calendar represents the final purchase of right-of-way needed for completion of the Pacific Highway South Improvement Project.

Water District #54 - Water Main Break

Public Works Director Heydon reported that the loss of water for Water District #54 customers on March 31st was the result of the District's contractor hitting a main water line while installing a conduit under 11th Avenue South. He further advised that while the inter-tie with Highline Water District was tested in October, it failed to work properly. He noted that when the water service was restored the water pressure was very high causing damage to some lines. He informed Council that the District responded quickly and with the help of Highline and Lakehaven Water Districts, and the contractor, service was restored quickly. He stated that the damage to 11th Avenue South should be completely repaired within a couple of weeks.

Upon questioning by Councilmember Sherman, Public Works Director Heydon advised that customers who experienced any damage from burst lines or hot water tanks, should contact Water District #54. [ED NOTE: Phone number and address of the District was announced later in the meeting.]

Pacific Highway South Improvement Project

Upon questioning by Councilmember Steenrod, Assistant City Engineer Andrews reported that sidewalks should be ready for installation in 2 weeks. However, she noted that side streets and driveways will be the first priority, then curb work, but sidewalk installation will occur soon.

Councilmember Steenrod noted that at night there is concern over the sidewalks, especially for buses unloading passengers.

CONSENT CALENDAR was read by City Clerk Staab.

1. Motion is to approve the minutes of March 4 and 25, 2004.
2. Findings: Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing which has been made available to the City Council.
Motion: As of this date the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the above list and further described as follows:
Claim checks #93690 through #93851 & electronic fund transfers in the total amount of \$1,183,322.26
Payroll fund transfers in the total amount of \$366,634.27
3. Motion is to approve the "Consent Judgment & Decree of Appropriation" in King County Superior Court Cause No. 02-2-19405-2 KNT and to authorize the City Attorney to approve said Judgment and Decree and present it to the court, for approval and entry, substantially in the form as submitted.
4. Motion is to authorize the City Manager to sign the Agreement, and Amendment No. 1 to the Agreement, with the Department of General Administration of the State of Washington, for the purpose of selling surplus City vehicles, equipment and miscellaneous merchandise.
5. Motion is to approve the surplusing of various vehicles and equipment as described on the submitted memorandums, and authorize the disposal of by auction, sale, or transfer to other departments or agencies.
6. Motion is to approve the agreement for flooring installation at the Sun Home Lodge with Brown's Interiors, Inc. in the amount of \$20,028.10 plus tax and authorize the City Manager to sign the contract substantially in the form as submitted. And to authorize the City Manager to approve change orders in amounts not to exceed 10% in total.
7. Motion is to approve the agreement for flooring installation at the Des Moines Filed House with Brown's Interiors, Inc. in the amount of \$27,443.60 plus tax, and authorize the City Manager to sign the contract substantially in the form as submitted. And, to authorize the City Manager to approve change orders in amounts not to exceed 10% in total.
8. Motion is to authorize the purchase of a Digital Pioneer parking payment station for the Redondo Boat Ramp Parking Lot from DGM Controls for the amount of \$27,039.52 including tax, and authorize the City Manager to sign the necessary purchase agreements.
9. Draft Resolution No. 04-054 **ASSIGNED RESOLUTION NO. 9711** - Title: A Resolution of the City Council of the City of Des Moines, Washington, authorizing early payment of standard claims and charges on a weekly basis.

MOTION is to approve Draft Resolution No. 04-054.

Upon questioning by Council, staff provided additional information regarding consent items:

Item #8 - Payment for boat trailers will continue to be \$5, an hourly fee for other vehicles will be between 50 cents to \$1, and an all day parking fee is being considered.

10% Contract Contingency - Councilmember Steenrod felt this amount may be too high. City Manager noted on smaller contracts this does not amount to very much, but with larger dollar amount contracts it can be an issue. Councilmember Steenrod requested staff prepare a report showing the amount of contingency usage for projects for the past six months.

Item #4 - Currently have a contract with the State of Washington. Staff wishes to renew and expand to enable disposal of City property at an auction in order to potentially receive revenue. Councilmember Steenrod requested that the public be notified of these auction events.

Item #9 - Finance Director Henderson noted that currently payment is only made every other two to three weeks, which at times causes a delay in paying vendors. She noted a weekly run of routine payments would allow the City to take advantage of discounts for early payments and facilitate good business practices. City Manager Piasecki stressed this early release of checks would be for routine payments only and all such payments would still be submitted to Council for approval.

MOTION was made by Councilmember White, seconded by Councilmember Sherman and passed unanimously, to approve the Consent Calendar as read.

OLD BUSINESS

Draft Resolutions No. 04-026 [ASSIGNED RESOLUTION NO. 972] (SEPA Appeal) & No. 04-027 [ASSIGNED RESOLUTION NO. 973] (Unclassified Use Permit) Regarding Zenith Viewpointe

Councilmember White announced that she is recusing herself from participation in this agenda item and left the Council Chambers.

Development Services Manager Ruth advised that the purpose of this agenda item is to present the City Council with draft findings of fact and resolutions allowing for final City Council action on the SEPA appeal and underlying land use applications related to the Zenith Viewpointe mixed use proposal as directed by Council in December of 2003. He informed Council that action should be taken on the draft resolution regarding the SEPA appeal first.

MOTION was made by Councilmember Sherman, seconded by Mayor Sheckler, to adopt Draft Resolution No. 04-026 denying an appeal and upholding the City SEPA Official's Mitigated Determination of Non-Significance subject to specific conditions. Motion passed 3 to 1 with Councilmember Petersen opposed.

MOTION was made by Councilmember Sherman, seconded by Councilmember Petersen, to adopt Draft Resolution No. 04-027 denying applications for both an unclassified use permit and environmental development exception of the Zenith Viewpointe mixed use proposal.

Councilmember Sherman noted that after several long, difficult meetings, with lots of testimony, a majority of the Council could not approve this project. He felt that the Findings attached to the resolution reflect Council's concerns and reasoning for denying the project.

Upon questioning by Councilmember Steenrod, Community Development Director Kilgore summarized that the main reason for denial of the proposal was the amount of disturbance to the site as unreasonable and contrary to the purpose of the N-C zoning, which is to provide commercial uses for the neighborhood in general.

City Attorney Marousek noted that the request was determined by Council to be unreasonably incompatible with the surrounding area.

Development Services Manager Ruth noted that the criteria for the Unclassified Use Permit stated that it could not be unreasonably incompatible with the surrounding neighborhood, which included size, scope and the girth of the development.

VOTE ON MOTION: Motion passed unanimously.

MOTION was made by Councilmember Sherman, seconded by Councilmember Steenrod, to direct Administration to develop a moratorium on development to be placed on N-C zoned properties to allow Council to review the N-C zoning code.

Councilmember Steenrod requested staff prepare a list of any potential development proposals that they are aware of, that a moratorium in the N-C Zone might impact.

VOTE ON MOTION: Motion passed unanimously.

NEW BUSINESS (ED NOTE: Councilmember White returned to the Council Chambers.)

Marine View Drive Bridge Contract

Assistant City Engineer Reinhold noted that the professional services contract is in two parts, one for design, and one for construction management services, for the Marine View Drive Bridge Project and is with INCA Engineers, Inc. in the amount of \$738,721.52. He noted that approximately \$232,000 is to finish the design and the rest is for the construction management. He stated that the design includes a traffic study to address Council concerns to find ways to minimize construction impacts. This will include signal analysis, turning movements, lane capacities, etc. He advised Council that a significant portion of costs will be for a load analysis to redesign the bridge to bring it up to 2002 WSDOT standards for bridges. He stated that the design work will proceed once the interlocal agreement with the Des Moines Creek Basin is signed. He noted that SeaTac, Des Moines and WSDOT have already approved, the Port is expected to have approval by April 13th and King County within the next two weeks. He informed Council that WSDOT is paying for a majority of the project and Des Moines' contribution is \$100,000 for the entire bridge project.

Public Works Director noted that another \$200,000 is Des Moines' share for all of the other Des Moines Creek Basin projects.

Assistant City Engineer Reinhold advised Council of the following schedule:

- Des Moines Creek Interlocal Agreement fully signed around April 20th.
- Bridge Design work to begin when Interlocal is signed and take about 2 ½ months.
- Plans then sent to DOT for review and approval.
- Advertise for bids.
- Award bid in September and construction starting at end of September.
- Project expected to take 12 to 14 months.
- Marine View Drive work to take about 6 months. Entire bridge project expected to be complete by end of next year.

MOTION was made by Councilmember White, seconded by Councilmember Sherman, to award the professional services contract for design and construction management services to INCA Engineers, Inc. in the amount of \$738,721.52 and further to authorize the City Manager to sign said contract substantially in the form as submitted, plus authorize the City Manager or his designee to approve change orders up to an amount of 10% of the contract amount. The City Manager is authorized to sign said contract once the Des Moines Creek Basin Committee has approved the contract and the Interlocal Agreement for construction and maintenance of the Des Moines Creek Restoration Projects has been signed by all parties.

Councilmember Steenrod expressed concerns that this construction project will be going on at the same time that the Pacific Highway South Improvement Project is still in progress.

Assistant City Engineer Andrews informed Council that the final lift paving for Highway 99 should begin the first two weeks in October, the remaining items will be landscaping, finishing the gateways, so the main impacts to traffic should be done. She noted that should this time schedule not work out, traffic type work will stop until spring.

City Manager Piasecki advised Council that the Contractor is ahead of the City's schedule to complete work. He further noted that with the traffic analysis that is included in the Bridge Project, it is hoped traffic impacts will be kept to a minimum.

Upon questioning by Councilmember Steenrod as to why the bridge work is necessary when there will be no traffic improvements, Public Works Director Heydon responded with the following reasons:

- A 1920s culvert, past its useful life and does not have the capacity to handle peak flows
- Culvert is undersized, can cause dam-up, could possibly blow-out whole road section
- Midway Sewer District needs a new out-fall from their sewage treatment plant
- Will open-up park system, nice draw for downtown and economic development by attracting people that use recreational facilities
- Des Moines Creek is a fishing bearing stream, fish are blocked by old culvert to the upper portion of the creek

He further advised that this project, in conjunction with the regional detention facility and the bypass pipe, will reduce the flooding in the Park. He noted that the regional detention facility is to begin in July, with the golf course dam to be constructed after that. To finish all the projects, with the exception of the flow-augmentation well, is expected to take about two years.

Councilmember Sherman commented that this project should have been done years ago when the downtown streets were done. He spoke in support of the project, noting it has regional significance. He cited some of the benefits as follows:

- Flooding at Beach Park will be less often and less intense, causing less damage
- Creates link in pedestrian and bikeway connecting Des Moines waterfront with a larger system
- Improve Des Moines Creek and undue decades of damage from development
- Restore fish habitat
- Benefits to Midway Sewer District
- Attracts citizens, which aids in economic development
- May aid in attracting historic aid for preservation of Beach Park buildings

He concluded by thanking staff for such a great project, with great benefits, at a small cost, to the City.

Upon questioning by Councilmember Petersen, Public Works Director Heydon noted that a proposed well is contained within the Basin Plan. He noted that many other items must be completed first. He also noted that the well needs a water-right from the Department of Ecology. He advised that the City of SeaTac has applied for the permit, but is way down the list. The well is a single purpose well, for flow augmentation of Des Moines Creek, and only used in the few instances where the stream flow is so low that it needs additional water to keep the temperature down and keep the stream healthy. However, he stressed that this project is years away.

City Manager Piasecki pointed out that this is one of the projects that would be shared by the parties to the Basin Interlocal. Public Works Director Heydon added that Des Moines is only a 18% participation in the shared costs of items such as the well.

VOTE ON MOTION: Motion passed unanimously.

8:55 p.m. Mayor Sheckler declared a 10 minute break.

Briefing - Surface Water Management Efficiency Study

Public Works Director Heydon reminded Council that as part of the 2003 budget process, and the request to do a utility rate study, the Council directed staff to first do an efficiency study to assess the ability of the utility to meet the minimum level of service standards and identify potential areas of improvement in efficiency. He advised that the study has produced a number of good suggestions and his department is working on how to address them. He introduced Peter Moy of Financial Consulting Solutions Group, to brief the Council on the results of the study.

City Manager Piasecki advised that the briefing tonight will be to incorporate Council's concerns or comments before proceeding with the rate study.

Mr. Moy proceeded to present the following information regarding the study:

Performance Review Objectives

- Examine the efficiency of the SWM utility & programs by assessing the utility's ability to meet minimum level of service standards & by identifying potential areas of improvement
- Forecast program elements and associated costs needed to meet minimum level of service standards & expected National Pollution Discharge Elimination System (NPDES) requirements

Key Review Activities

- Reviewed City's 1998 Comprehensive Storm Water Management Plan
- Interviewed SWM management, engineering & maintenance staff

- Analyzed financial & workload information
- Reviewed DOE requirements & the City's NPDES permit & cost impacts

SWM Expenditure Trends

- Total operating expenditures from 1999 through 2003 have decreased 2%
- Maintenance expenditures have decreased almost 19% during the 1999-2003 period while Engineering expenditures have increased almost 25%
- 2003 capital expenditures were almost six times higher than in 1999
- 2004 operating & capital budgets are significantly higher than 2003 actual expenditures
- 2004 budgeted operating expenditures are almost 35% higher than 2003, & the 2004 capital expenditures are again more than six times greater than 2003

Observation - Performance Data

- Except for number of catch basins inspected & cleaned, the City does not collect performance & workload data on the maintenance activities identified in the 1998 Comprehensive Storm Water Management Plan.
- As a result, the City cannot determine whether or not all the minimum services levels were met.
- The City does not monitor the overall level of service provided & does not have the data necessary to manage & improve the maintenance program.

Recommendations - Performance Data

- The SWM utility should define the levels of service that will be provided annually & should keep the necessary data to determine whether the utility actually achieved the level of service desired.
- The levels of service should be defined in quantitative terms & should be monitored on a quarterly basis.
- While purchasing software for a maintenance management system is desirable in the long term, the utility should develop an interim system for collecting & reporting the data using database or spreadsheet software.
- Additional budget for administrative time may be needed for data entry and data management.

Observation - Catch Basin Cleaning

- Catch basin cleaning is the one activity that is monitored, & has exceeded the overall minimum maintenance level by about 40%.
- However, there is a wide range of levels among different zones
- Related Issues: No tracking of cleaning by work zone, and added time for vector truck water refills & dumping.

Recommendations - Catch Basin Cleaning

- Continue to maintain data, but more than the number cleaned should be used.
- Data needs to be prepared as part of a management reporting system (i.e. hand held computer, rather than paper.)
- Contact Highline Water District (& others) to determine if they will allow City to use a hydrant meter & specific hydrant locations to refill the vector truck.
- Determine if there are other decant facilities that might help reduce travel time for dumping activities.

Observation - Complaint Work Orders

- 2003, average time to resolve complaint almost 3 week: about 5 days issuing & completing, 16 days delay in starting the work
- Except for emergency & non-routine work, complaint work not significantly faster

Recommendation - Complaint Work Orders

- Establish target service level for complaints that are not emergencies.
- Review priority system & why long delays between order issues & when work is actually started.
- Data on the dates should be maintained & complied.
- Develop one work order/project form to use throughout the department with specific project information

Observation - Street Sweeping

- Although cost of contract is based on number of miles & frequency of sweeping in 7 work zones, contractor is paid monthly fee.
- Contract not required to provide mileage data by work zone, no system to monitor performance of miles swept.

Recommendation - Street Sweeping

- With new contract require contractor to provide number of miles swept in each zone.

Observation - Staffing

- Difference in current staffing from 1998 recommended staffing is having impact on resources used to make repairs.
- When catch basin cleaning & pipe and basin repair occur on same day, less time is spent on repair rather than cleaning. The reduced resources may be delaying completion of repairs.

Recommendation - Staffing

- Hire one maintenance work to increase resources for repairs consistent with the 1998 plan - cost about \$60,000.
- If amount of catch basin cleaning reduced to minimum service level, additional maintenance worker may not be necessary.
- If improve data collection & management reporting, may also consider improving time keeping system. Investigate if Parks Dept. system can be adapted for utility needs.

Observation - Engineering

- Assistant City Engineer & Engineering Technician spend substantial time on plan review & inspections.
- Fees paid for plan review & inspection are part of General Fund. General Fund pays 50% of Assistant City Engineer, but not the Engineering Technician. As a result, SWM ratepayers are paying part of the cost of development review.

Recommendation - Engineering

- Determine how costs related to development activities are to be recovered - General Fund or combination of General Fund, separate storm water fee revenues, and/or SWM rate revenues.
- If separate storm water permit fees are appropriate, utility needs to establish a fee & permit structure based on the cost of service.

Observation - NPDES Permit

- Several proposed BMPs in the permit application that are not currently part of the SWM program.
- For some BMPs, the utility plans to use existing staff, & for other BMPs the utility will need to hire an employee or contract with a vendor.

NPDES Required Minimum Control Measures

- Public education & outreach on storm water impacts
- Public involvement/participation
- Illicit discharge detection & elimination
- Construction site run-off control

- Post construction storm water management in new development & redevelopment
- Pollution prevention/good housekeeping for municipal operations

Recommendations - Required Minimum Control Measures

- Include additional funding for the following: Updating the City's web site to include bulletins for storm water pollution issues/citizen complaints or request; establish an inspection/enforcement program for private facilities with a .75 FTE position; & construction treatment facilities for the Public Works Maintenance Yard & the Vehicle Maintenance Shops.

Council discussion ensued.

Public Works Superintendent Olson advised that several ideas are being looked at to ensure that the Street Sweeping contractor is cleaning the number of miles that the City requires, including spot checks.

Councilmember Sherman noted that Council needs to decide what recommendations should be implemented from this efficiency study as this will effect the results of any rate study. He noted some of the issues are should the City be collecting monies from the General Fund for permitting time staff works and is another employee required.

Public Works Director Heydon suggested that staff prepare a response to this report to bring before the Environment Committee or the full Council, with recommendations for Council to make decisions before any rate study is conducted. He informed Council that the efficiency study was valuable and did bring out some items of concerns, such as detention facilities.

Councilmember Steenrod thanked Mr. Moy for a comprehensive report with common sense recommendations such as developing one work order project form that can be used throughout the Public Works Department. She also requested that staff look into what other cities are using for tracking staff project time.

Mayor Sheckler concluded by noting Council's consensus was for staff to prepare a response to this study to bring back to the Council as whole.

Excused Absence

MOTION was made by councilmember Sherman, seconded by Councilmember Steenrod and passed unanimously, to excuse Councilmember Benjamin.

Water District #54 Contact Information

Mayor Sheckler noted the following phone number and address for the Water District:

- Phone: 206-878-7210
- Office Address: 922 South 219th

Economic Development Strategy Consultant

Community Development Kilgore advised that the purpose of this agenda item is to request an additional \$25,000 to conduct an Economic Development Enhancement Strategy and the authority to begin negotiations on a proposed scope of work with the consulting firm HyettPalma.

Councilmember White, Chairman of the Economic Development Committee, stated that it is clear that the City needs to begin work on development of an Economic Development Plan. She stated that HyettPalma is a very creditable firm and she encouraged the Council to approve this item.

Mayor Sheckler noted that the RFP responses that were received earlier were poor at best. He felt that the City needs to hire a firm that will address the City as a whole and will work with the Community Development Department, Council and citizens to determine the City's needs. He stressed the need for a finished product the City can work with and will not end up on a shelf.

Councilmember Sherman stated that he agrees with the Mayor's thoughts, noting he wants to increase net income to the City while maintaining the City's character. He needs to see specifics as to, how will the City financially benefit - such as sales tax, improvement to property values, etc. He noted he cannot move forward to make changes, if he does not know what the financial benefit will be to the City.

Mayor Sheckler stressed that the request is to allow the City Manager to begin negotiations on a proposed scope of work.

Community Development Kilgore noted that plans sit on a shelf because they are not feasible for many reasons. She felt that the information that is needed is: what is the economic impact of a plan and, specific details related to sales tax, etc. Staff is requesting an opportunity to negotiate on exactly what the City wants out of this study.

Councilmember Petersen noted he has a hard time supporting this issue as just last year Council turned down an issue dealing with rezoning and planning. He feels these issue all go hand-in-hand. If you do not have the proper zoning and planning, you cannot get economic development. He noted if you want certain new businesses, but you do not have the proper zoning, the business is lost and there is no economic development.

City Manager Piasecki advised Council that while staff likes HyettPalma's process there are some more specific things we want done and different things the City wants accomplished. Therefore, he and the Community Development Director are requesting they be allowed to negotiate with the firm as to what they feel will be more meaningful and achievable, and bring it back to Council for authority to sign a contract.

MOTION was made by Mayor Sheckler, seconded by Councilmember White, to authorize the allocation of an additional \$25,000 for an Economic Development Enhancement Strategy and authorize the City Manager to begin negotiations on a proposed scope of work with the consulting firm HyettPalma.

Community Development Director Kilgore advised that her goal is to come back to Council with a proposed contract that would also include a scope of work, and the scope of work would be very detailed. She noted the City can obtain a lot of information from other sources and is capable of doing a lot of our own mapping. She stated she is not looking for a "boiler plate" result, but something that is unique to Des Moines.

Councilmember White commented that there is a need to work with businesses and citizens to develop a plan. While she noted it is important to look at the zoning code, the issues need to work hand-in-hand.

Mayor Sheckler made it clear that this is a broad issue and he stressed that the community will have a lot of involvement in the process.

Councilmember Steenrod voiced the opinion that the City should review and streamline all City planning and permitting processes, give City staff as much authority as possible to approve plans and permits to create one-stop shopping. She felt part of the reasoning that the Zenith Viewpointe project was turned down was because of problems with the City's Code and interpretation of the Code. She noted that she would like to see funds applied for reviewing these problems. She stated that she can support this motion if at the same time funds were devoted to looking at how to accomplish the streamlining the City's planning and permitting processes, and reviewing the Code.

Community Development Director Kilgore informed Council that staff is in the process of signing a contract to do an audit of how permits are processed, what changes are needed in the Code, and how we need to make the changes to get the job done. She noted that she hopes to bring this report back to Council in June or July, with the details of what are the problems that need to be fixed.

City Manager Piasecki further noted that this audit will deal entirely with the City's permitting process and it will address the parts of the Code that deal with that process. He noted that this study was authorized in the 2003 budget.

VOTE ON MOTION: Motion passed 3 to 2 with Councilmembers Petersen and Steenrod opposed.

NEXT MEETING DATE

Mayor Sheckler announced that the next regular meeting is April 22nd and that there will also be a regular meeting on April 29th.

ADJOURNMENT

As all items of business were concluded, the meeting adjourned at 10:28 p.m.

Respectfully submitted,

Denis Staab
City Clerk

ACTION ITEMS FROM APRIL 8, 2004 MEETING

- Staff to prepare a report showing the amount of contingency usage for projects for the past six months.
- Staff to prepare legislation to place a moratorium on development in N-C zones to allow Council an opportunity to review the N-C zoning code & list any potential development proposals staff knows of.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Recognition of "National Police Week" in Des Moines during the week of May 9th through May 15th and Recognition of "Police Memorial Day" to be on May 15th, 2004

ATTACHMENTS: Certificate of Recognition

FOR AGENDA OF: April 22, 2004

DEPT. OF ORIGIN:

DATE SUBMITTED: April 5, 2004

CLEARANCES:

☒ Police:

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

RECOMMENDED ACTION

It is suggested that the city council approve the following motion:

"Motion is to recognize the week of May 9, 2004 through May 15, 2004 as *National Police Week* and May 15, 2004 as *Police Memorial Day*".

SUMMARY STATEMENT

The Congress of the United States of America has designated the week of May 15th to be dedicated as *National Police Week* and May 15th of each year to be dedicated as *Police Memorial Day*. The City Council of Des Moines desires to honor the valor, service and dedication of its own police officers by acknowledging these dates of dedication and by approving the attached document by motion.



City of Des Moines

ADMINISTRATION
21630 11TH AVENUE SOUTH, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D.: (206) 824-6024 FAX: (206) 870-6640



RECOGNITION

WHEREAS, the Congress of the United States of America has designated the week of May 15th to be dedicated as "National Police Week" and May 15th of each year to be "Police Memorial Day", and

WHEREAS, the law enforcement officers are our guardians of life and property, defenders of the individual right to be free, warriors in the war against crime and dedicated to the preservation of life, liberty and the pursuit of happiness, and

WHEREAS, the City of Des Moines desires to honor the valor, service and dedication of its own Police Officers, and

WHEREAS, it is known that every 57 hours an American Police Officer will be killed in the line of duty somewhere in the United States and an average of 58,066 Law Enforcement Officers are assaulted each year in the performance of their duties, our community joins with other cities and towns to honor all peace officers everywhere.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DES MOINES, Washington hereby recognizes the Week of May 9th to May 15th to be

POLICE WEEK IN DES MOINES

and May 15th to be

POLICE MEMORIAL DAY

and call upon all our citizens in this community to especially honor and show our sincere appreciation for the Police Officers of Des Moines by deed, remark and attitude. We call upon them to show their thanks to our men and women who make it possible for us to leave our homes and family in safety each day and to return to our homes knowing they are protected by men and women willing to sacrifice their lives if necessary, to guard our loved ones, property and government against all who violate the law.

CITY SEAL

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL CITY OF DES MOINES, WASHINGTON

SUBJECT:

1. Seattle-King County Department of Public Health Local Hazardous Waste Management Program (LHWMP) Contract Amendment; and
2. King County Solid Waste Division Waste Reduction and Recycling (WR/R) Contract

ATTACHMENTS:

1. LHWMP Contract No. D32773D
2. WR/R Contract No. D33514D

AGENDA OF:

April 22, 2004

DEPT. OF ORIGIN:

Community Dev.

DATE SUBMITTED:

April 12, 2004

CLEARANCES:

☒ COMMUNITY DEV. 

☐ PUBLIC WORKS

☒ LEGAL 

☐ PARKS/RECREATION

**APPROVED BY THE CITY MANAGER
FOR SUBMITTAL** 

Purpose and Recommendation

The purpose of this report is for the City Council to authorize acceptance of two grants for the City's recycling program. The first grant is a 2004 amendment to City's existing Local Hazardous Waste Management Program (LHWMP) contract between the City of Des Moines and the Seattle-King County Department of Public Health. The second grant is for the 2004-2005 King County Solid Waste Division Waste Reduction and Recycling grant program (WR/R).

The City Council is required to review all Interlocal Agreements between the City and other public agencies.

The two contracts will help fund the City's annual Household Waste Collection and Recycling Events for 2004 and 2005. If the City Council chooses to accept the contracts, staff recommends that the City Council make the following motion:

Motion:

"I move to authorize the City Manager to sign the 2004 LHWMP contract amendment for contract no. D32773D between the City and the Seattle-King County Department of Public Health and the 2004-2005 King County Solid Waste Division WR/R contract no. D33514D."

Background

This agenda item seeks City Council approval of the 2004 LHWMP contract amendment and approval of the 2004-2005 WR/R contract. The grant amount under the LHWMP contract amendment is \$10,205.47. The 2004-2005 allocations for the WR/R are \$24,343 for 2004 and \$24,343 (estimated) for 2005.

At its February 12, 2004, meeting the City Council accepted the 2004-2005 Coordinated Prevention Grant from the Washington State Department of Ecology (CPG) for \$33,205. Altogether, the three grants will provide the City with an estimated \$102,600 for recycling programs in 2004 and 2005.

Discussion

In addition to sponsoring two annual Household Waste Collection and Recycling Events, the City will use the grant monies to co-sponsor a Business Recycling Event with the Cities of Normandy Park and Burien, and sponsor a compost bin sale.

Household Collection and Recycling Events - For almost 10 years the City has used grant monies to sponsor an annual Household Waste Collection and Recycling Event. The event is often referred to as the "Fall Event" because it takes place in October. The Fall Event has proven to be exceptionally popular among Des Moines residents because it provides a local site to recycle materials that are not accepted by SeaTac Disposal's curbside recycling program. Residents will be able to recycle motor oil, oil filters, porcelain toilets and sinks, cardboard, computer monitors, petroleum based products, antifreeze, tires, batteries, electronic equipment including cell phones, scrap metals, appliances, propane tanks, and reusable household items. At the Fall Event, these "hard-to-recycle" items are accepted at little or a no cost to residents.

This year the City will sponsor a second household collection and recycling event on April 24, 2004 to complement with SeaTac Disposal's annual Spring Clean week. During Spring Clean, SeaTac Disposal provides curbside pick-up of garbage, yard waste, and standard household recyclable materials such as plastic, aluminum, glass, etc. All single-family residences, duplexes, triplexes, and fourplexes are able to participate in Spring Clean, even if they are not SeaTac Disposal customers. Staff hopes that by offering the two events in the same week, Des Moines residents will benefit from being able to dispose of a wide range of recyclable and non-recyclable items in a convenient and cost effective manner.

Since the City Council has already accepted the CPG, staff has already scheduled and advertised for the April collection event. The CPG funds will cover the cost of one collection event, if the City Council does not accept the LHWMP and WR/R grants.

If sponsoring a second household collection and recycling event this April proves to be successful, (and if the City Council accepts the 2004 –2005 LHWMP and WR/R grants,) staff will organize another event for April 2005. Otherwise, the LHWMP, WR/R and CPG grants allow the City to revise its work program through an administrative amendment process. At this point, the City

would look at other items on our "wish list" such as initiating a recycling program for multi-family residences and solicit requests from other City departments.

Business Recycling Event - The Business Recycling Event will be scheduled for July 2004 and July 2005 at the Washington Criminal Justice Training Center in SeaTac. The City will pool its grant resources with the Cities of Normandy Park and Burien to provide a comprehensive recycling event where businesses may drop off the following items: clean scrap wood/pallets; electronic/computer equipment computer monitors, fluorescent lights; office recyclables/cardboard; toner cartridges; cellular phones; and plastics. As with the household collection and recycling events, the Business Recycling Event will accept the above items at little or a no cost to business owners.

Compost Bin Sales - Every year at the Fall Event, the City gives away promotional items or subsidizes the purchase of products that are either made of recycled materials or promote recycling at home and at work. At last year's Fall Event, the City gave away 10-quart oil drain containers. This year we will give away reusable lunch sacks and promote the use of compost bins by selling them for \$10. The retail price for comparable compost bins may be anywhere from \$70-\$80.

If the City Council accepts the LHWMP and WR/R grants for 2004 and 2005, the City will continue to reduce the amount of hazardous and non-hazardous materials going into the local waste stream at no additional cost to the City.

In past years, Olympic Environmental Resources (OER) has served as the Fall Event coordinator. OER has been the City's event coordinator for many years and continues to refine the collection program to respond to changing conditions. However one requirement of the CPG grant is to include women- and minority-owned businesses in the City's search for contract services paid by the grant. If the City accepts the LHWMP and WR/R grants, staff will initiate a request for proposal (RFP) to provide an opportunity for other recycling consultants to bid on the City 2004-2005 recycling program.

Pursuant to City Council Resolution 753, the City Manager will negotiate a contract with the selected contract provider. The contract will then be reviewed by the City Council at the next available agenda date.

Alternatives

1. The City Council may accept the Contract Amendment for Contract No. D32773D with the Seattle-King County Department of Public Health to accept LHWMP grant funds and accept Contract No. D33514D with King County Solid Waste Division to accept WR/R grant funds.
2. The City Council may not accept Contract Amendment for Contract No. D32773D with the Seattle-King County Department of Public Health and/or may not accept Contract No. D33514D with King County Solid Waste Division and forego LHWMP and/or WR/R grant funds.
3. The City Council may continue this Agenda Item and request that staff provides additional information on the LHWMP and WR/R grant programs.

Financial Impact

If the City Council accepts the LHWMP and WR/R grants, there will be no fiscal impact to the City related to Contract Numbers D32773D and D33514D. However, if the City Council does not accept the LHWMP and WR/R grants, then the City will have to use General Fund monies to maintain the City's recycling program.

Recommendation

Staff recommends that the City Council accept the 2004 LHWMP Amendment to Contract No. D32773D between the City and the Seattle-King County Department of Public Health and the 2004-2005 WR/R Contract No. D33514D between the City and the King County Solid Waste Division.

CONTRACT AMENDMENT

PROJECT NAME Local Hazardous Waste
Management Program

CONTRACTOR City of Des Moines

ADDRESS 21630 11th Avenue South, Suite D
Des Moines, WA 98198

CONTRACT NO. D32773D

DATE ENTERED 1/1/03

AMENDMENT NO. 1

DATE ENTERED 1/1/04

AMENDMENT REQUESTED BY

SKCDPH
Organization

P. Shallow
Name

AMENDMENT AFFECTS

- ☒ Scope of Services
- ☒ Time of Performance
- ☒ Compensation
- ☒ Terms and Conditions

1. AMEND Contract Amount TO READ \$20,115.47
2. AMEND Contract Period TO READ From January 1, 2003 TO December 31, 2004
3. AMEND "funding block" TO READ

FUNDING SOURCE	FUNDING LEVEL	EFFECTIVE DATES
Local Hazardous Waste Fund	\$20,115.47	1/1/03 – 12/31/04

4. AMEND Section II. DURATION OF CONTRACT
...and shall terminate on the 31st day of December 2003...

TO READ ...and shall terminate on the 31st day of December 2004...
5. Exhibits I and II shall each be amended by adding the attached Exhibits I-1 and II-1.
6. Exhibit A shall be added to the contract as attached hereto.

All other terms and conditions of the original contract shall remain unchanged.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first written.

KING COUNTY, WASHINGTON

FOR

King County Executive

Date

CONTRACTOR

Signature

Name (please type or print)

Date

**EXHIBIT I-1 – Scope of Work & Responsibilities
CITY OF DES MOINES
MEMORANDUM OF UNDERSTANDING ON THE LOCAL HAZARDOUS
WASTE MANAGEMENT PROGRAM FOR 2004 ACTIVITIES**

The Local Hazardous Waste Management Plan (hereafter referred to as the "Plan") as updated in 1997, was adopted by the partner agencies (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the "Program").

The purpose of this Exhibit is to define the terms and conditions associated with the Program's funding of City activities performed under the auspices of the Plan and as approved by the Program's Management Coordination Committee (hereinafter referred to as the "MCC"). This Agreement further defines the responsibilities of the City and Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Des Moines will organize two citywide Household Hazardous Waste Collection and Recycling Events. At these events the following materials will be collected and recycled: motor oil, motor oil filters, petroleum-based products, antifreeze, batteries, computer monitors, TVs, CFC appliances and other materials if determined to be cost effective.

Responsibilities of the Parties

The responsibilities of the parties to this Contract shall be as follows:

A. The City

1. The City shall develop and submit project proposals and budget requests to the Program's Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Contract Administrator:
 - a) An invoice (see Exhibit II). Invoices should be sent to the Contract Administrator for approval and payment.
 - b) A brief description of activity accomplished and funds expended in accordance with the scope of work.
 - c) Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statements should include vendor names, a description of services provided, date paid and a check or warrant number.
3. The City shall notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to

the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.

5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
8. This project shall be administered by Shanta Frantz at the City of Des Moines, 21630 11th Ave. S, Suite "D", Des Moines, at (206) 870-6551, (sfrantz@cityofdesmoines.com) or her designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Administrator for resolution.

B. Seattle-King County Department of Public Health

1. Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. Within forty-five (45) days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

C. Program Contacts

Ken Armstrong
LHWMP Program Administrator
150 Nickerson Street, Suite 100
Seattle, WA 98109
206-352-8163
ken.armstrong@metrokc.gov

Paul Shallow
LHWMP Contract Administrator
999 Third Avenue, Suite 700
Seattle, WA 98104
206-296-4751
paul.shallow@metrokc.gov

EXHIBIT II-1
Budget/Invoice
LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

From: The City of Des Moines
21630 11th Ave S, Suite "D"
Des Moines, WA 98198

To: Paul Shallow, LHWMP Contract Administrator
Seattle-King County Department of Public Health
999 3rd Avenue, Suite 700
Seattle, WA 98104

Contract #D32773D

Period of time: _____, 2004 to _____, 2004.

In performance of a signed Contract between King County and the City of Des Moines, I hereby certify that the following expenses were incurred during the above-mentioned period of time.

Signature

Date

Component Description	Budget	Current Expenses	Previous Charges	Balance
HHW Education				
HHW Collection	\$10,205.47			
Other (describe)				
TOTAL	\$10,205.47			

FOR HEALTH DEPARTMENT USE ONLY

Local Hazardous Waste Management Program Approval:

Paul Shallow

Date

EXHIBIT A

Mission, Method, and Expectations

Public Health and Local Hazardous Waste Management Program Activities Provided by Suburban Cities

A. Mission

- The overall mission of Public Health – Seattle & King County is to provide public health services that promote health and prevent disease to King County residents, in order to achieve and sustain healthy people and healthy communities.
- The Local Hazardous Waste Management Program (LHWMP) is a multi-agency program consisting of Public Health – Seattle & King County, King County Department of Natural Resources and Parks (King County Solid Waste Division and Water and Land Resources Division), Seattle Public Utilities and the Suburban Cities. The LHWMP mission is to protect and enhance public health and environmental quality in King County by helping citizens, businesses and government reduce the threat posed by the use, storage and disposal of hazardous materials.

B. Method

- One of the key methods that Public Health – Seattle & King County uses to support its mission and extend the reach of public health program activities is to engage in contractual partnerships with suburban cities. This partnering activity increases access to needed and mandated health services, and enables suburban cities and the people they serve to benefit from service models that are based on sound public health principles and practices. Suburban cities, with the support of funds provided through this contractual relationship, extend Public Health's activities to promote population health, according to goals and outcomes determined under state and national performance standards.

C. Expectations

- City staff will perform the services funded through this contract in accordance with the goals, performance measures, and accountability methods outlined in the Local Hazardous Waste Management Program-specific exhibits that accompany this contract.
- Local Hazardous Waste Management Program staff from Public Health and/or other partner agencies are available to provide professional and technical assistance to City staff in order to support the development and maintenance of strong and effective Program services.
- Local Hazardous Waste Management Program and City staff will collaborate in developing and performing Program evaluation activities that will measure the effectiveness of Program efforts, including efforts to measure the impact of Program activities.

King County Contract No. D32773D
Federal Taxpayer ID No. 91-6016496

Department/Division Seattle-King County Department of Public Health
City City of Des Moines
Project Title Local Hazardous Waste Management Program
Contract Amount \$ 9,910.00 Fund Code Local Hazardous Waste Fund
Contract Period From: January 1, 2003 TO December 31, 2003

KING COUNTY – SUBURBAN CITY CONTRACT – LOCAL HAZARDOUS WASTE – 2003

THIS CONTRACT is entered into by KING COUNTY (the "County"), and the City of Des Moines, whose address is 21630 11th Avenue South, Suite D, Des Moines, Washington 98198 (the "City").

WHEREAS, the County has been advised that the following are the current funding sources, funding levels and effective dates:

FUNDING SOURCE	FUNDING LEVEL	EFFECTIVE DATES
Local Hazardous Waste Fund	\$9,910.00	1/1/03 – 12/31/03

and

WHEREAS, the County desires to have certain services performed by the City as described in this Contract, and as authorized by Ordinance No. 14517.

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties covenant and do mutually agree as follows:

I. SCOPE OF SERVICES

The City shall provide services and comply with the requirements set forth hereinafter and in the following attached exhibits, which are incorporated herein by reference:

- | | | |
|-------------------------------------|---|--------------------------------|
| ☒ | <u>Scope of Work and Responsibilities</u> | Attached hereto as Exhibit I |
| ☒ | <u>Budget/Invoice</u> | Attached hereto as Exhibit II |
| ☒ | <u>Certificate of Insurance</u> | Attached hereto as Exhibit III |

II. DURATION OF CONTRACT

This Contract shall commence on the 1st day of January 2003 and shall terminate on the 31st day of December 2003, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

III. COMPENSATION AND METHOD OF PAYMENT

- A. The County shall reimburse the City for satisfactory completion of the services and requirements specified in this Contract, payable in the following manner:

Upon receipt of the invoice as set forth in Exhibit II, which complies with the budget set forth therein, for services completed in compliance with Exhibit I, Scope of Work.

- B. The City shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 30 days after the close of each indicated reporting period. The County will initiate authorization for payment after approval of corrected invoices and reports. The County shall make payment to the City not more than forty-five (45) days after the appropriate invoice is received.
- C. The City shall submit its final invoice and all outstanding reports within 30 days of the date this Contract terminates. If the City's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the City of the amounts set forth in said invoice or any subsequent invoice.

IV. OPERATING BUDGET

When a budget is attached hereto as an exhibit, the City shall apply the funds received from the County under this Contract in accordance with said budget. The Contract may contain separate budgets for separate program components.

The City shall request prior approval from the County for amendment to this Contract when the cumulative amount of transfers among the line items within each funding source's program budget is expected, by the end of the Contract period, to exceed 10% of the Contract amount for that program budget.

"Cumulative transfers" shall be defined as the total amount of over-expenditures of individual line items within a specific program budget; the total amount for said specific program budget remaining unchanged. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment.

V. INTERNAL CONTROL AND ACCOUNTING SYSTEM

The City shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted accounting principles, and governmental accounting and financial reporting standards.

VI. MAINTENANCE OF RECORDS

- A. The City shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.
- B. These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- C. The City shall inform the County in writing of the location, if different from the City address listed on page one of this Contract, of the aforesaid books, records, documents, and other evidence and shall

notify the County in writing of any changes in location within ten (10) working days of any such relocation.

VII. EVALUATIONS AND INSPECTIONS

- A. The City shall provide right of access to its facilities, including those of any subcontractor to the County, the state, and/or federal agencies or officials at all reasonable times in order to monitor and evaluate the services provided under this Contract. The County will give advance notice to the City in the case of fiscal audits to be conducted by the County.
- B. The records and documents with respect to all matters covered by this Contract shall be subject at all times to inspection, review, or audit by the County and/or federal/state officials so authorized by law during the performance of this Contract and six (6) years after termination hereof, unless a longer retention period is required by law.
- C. The City agrees to cooperate with the County or its agent in the evaluation of the City's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.17.

VIII. CORRECTIVE ACTION

If the County determines that a breach of Contract has occurred, that is, the City has failed to comply with any terms or conditions of this Contract or the City has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

- A. The County will notify the City in writing of the nature of the breach;
- B. The City shall respond in writing within ten (10) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) working days from the date of the City's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- C. The County will notify the City in writing of the County's determination as to the sufficiency of the City's corrective action plan. The determination of sufficiency of the City's corrective action plan shall be at the sole discretion of the County;
- D. In the event that the City does not respond within the appropriate time with a corrective action plan, or the City's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section X.B;
- E. In addition, the County may withhold any payment owed the City or prohibit the City from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- F. Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section X, Subsections A, B, C, D, and E.

IX. ASSIGNMENT/SUBCONTRACTING

- A. The City shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the City not less than fifteen (15) days prior to the date of any proposed assignment.
- B. "Subcontract" shall mean any agreement between the City and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

X. TERMINATION

- A. This Contract may be terminated by the County without cause, in whole or in part, prior to the date specified in Section II, by providing the City thirty (30) days advance written notice of the termination.
- B. The County may terminate this Contract, in whole or in part, upon seven (7) days advance written notice in the event: (1) the City materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible.

If the Contract is terminated by the County pursuant to this Subsection X.B.(1), the City shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the City, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the City shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the City by the County.

- C. If expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Section II, the County may, upon written notification to the City, terminate this Contract in whole or in part.

If the Contract is terminated as provided in this Subsection: (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination.

Funding or obligation under this Contract beyond the current appropriation year are conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

- D. The City may terminate this Contract upon seven (7) days written notice, should the County commit any material breach of this Contract.
- E. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

XI. FUTURE SUPPORT

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

XII. HOLD HARMLESS AND INDEMNIFICATION

- A. In providing services under this Contract, the City is an independent Contractor, and neither it nor its officers, agents, or employees are employees of the County for any purpose. The City shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the City, its employees, and/or others by reason of this Contract. The City shall protect, indemnify, and save harmless the County, their officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the City's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the City of work, services, materials, or supplies by City employees or other suppliers in connection with or support of the performance of this Contract.

- B. The City further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the City, its officers, employees, agents, and/or representatives. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Duration of Contract or the Termination section.
- C. The City shall protect, defend, indemnify, and save harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the City, its officers, employees, and/or agents in the performance of their obligations under this contract. The City agrees that its obligations under this subparagraph 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, the City, by mutual negotiation, hereby waives, as respects the County only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the County 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 City.

The County shall protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in the performance of their obligations under this contract in the performance of their obligations under this contract. The County agrees that its obligations under this subparagraph 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, the County, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW. In the event the City 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 County.

Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this agreement.

XIII. INSURANCE REQUIREMENTS

- A. By the date of execution of this Contract, the City shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the City, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the City or subcontractor. The City may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. **For All Coverages:** Each insurance policy shall be written on an "occurrence" form; except that insurance on a "claims made" form may be acceptable with prior County approval.

If coverage is approved and purchased on a "claims made" basis, the City warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three years from the date of Contract termination, and/or conversion from a "claims made" form to an "occurrence" coverage form.

By requiring such minimum insurance, the County shall not be deemed or construed to have assessed the risks that may be applicable to the City under this Contract. The City shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

Nothing contained within these insurance requirements shall be deemed to limit the scope, application and/or limits of the coverage afforded, which coverage will apply to each insured to the full extent provided by the terms and conditions of the policy(s). Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Agreement.

B. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. General Liability:

Insurance Services Office form number (CG 00 01 Ed. 11-88) covering COMMERCIAL GENERAL LIABILITY.

2. Professional Liability:

Professional Liability, Errors, and Omissions coverage. In the event that services delivered pursuant to this Contract either directly or indirectly involve or require professional services, Professional Liability, Errors, and Omissions coverage shall be provided. "Professional Services", for the purpose of this Contract section, shall mean any services provided by a licensed professional.

3. Automobile Liability:

In the event that services delivered pursuant to this Contract involve the transportation of clients by City personnel in City-owned vehicles or non-owned vehicles, the City shall provide evidence of the appropriate automobile coverage.

Insurance Services Office form number (CA 00 01 Ed. 12-90) covering BUSINESS AUTO COVERAGE, symbol 1 "any auto;" or the appropriate coverage provided by symbols 2, 7, 8, or 9.

4. Workers' Compensation:

Workers' Compensation coverage, as required by the Industrial Insurance Act of the State of Washington, as well as any similar coverage required for this work by applicable federal or "Other States" state law.

C. Minimum Limits of Insurance

The City shall maintain limits no less than, for:

1. General Liability: \$1 Million combined single limit per occurrence by bodily injury, personal injury, and property damage, and for those policies with aggregate limits, a \$2 Million aggregate limit.
2. Professional Liability, Errors, and Omissions: \$1 Million.
3. Automobile Liability: \$1 Million combined single limit per accident for bodily injury and property damage.
4. Workers' Compensation: Statutory requirements of the state of residency.

D. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to, and approved by, the County. The deductible and/or self-insured retention of the policies shall not apply to the City's liability to the County and shall be the sole responsibility of the City.

E. Other Insurance Provisions

The insurance policies required in this Contract are to contain, or be endorsed to contain, the following provisions:

1. General Liability Policies

- a. The County, its officers, officials, employees, and agents are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of the City in connection with this Contract.
- b. To the extent of the City's negligence, the City's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and agents. Any insurance and/or self-insurance maintained by the County, its officers, officials, employees, or agents shall not contribute with the City's insurance or benefit the City in any way.
- c. The City's insurance shall apply separately to each insured against whom claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

2. All Policies

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits, except by the reduction of the applicable aggregate limit by claims paid, until after forty-five (45) days prior written notice has been given to the County.

F. Acceptability of Insurers

Unless otherwise approved by the County, insurance is to be placed with insurers with a Bests' rating of no less than A:VIII, or, if not rated with Bests, with minimum surpluses the equivalent of Bests' surplus size VIII. Professional Liability, Errors, and Omissions insurance may be placed with insurers with a Bests' rating of B+VII. Any exception must be approved by King County.

If, at any time, the foregoing policies shall be or become unsatisfactory to the County, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the County, the City shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with appropriate certificates and endorsements, for approval.

G. Verification of Coverage

The City shall furnish the County with certificates of insurance and endorsements required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements for each insurance policy are to be on forms approved by the County prior to the commencement of activities associated with the Contract. The County reserves the right to require complete, certified copies of all required insurance policies at any time.

H. Subcontractors

The City shall include all subcontractors as insureds under its policies or shall furnish separate certificates of insurance and policy endorsements from each subcontractor. Insurance coverages provided by subcontractors as evidence of compliance with the insurance requirements of this Contract shall be subject to all of the requirements stated herein.

I. Municipal Provisions

If the City, as a Municipal Corporation of the State of Washington, is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this section.

XIV. NONDISCRIMINATION

The City shall comply with all applicable federal, state and local laws regarding discrimination.

XV. NONDISCRIMINATION IN SUBCONTRACTING PRACTICES

- A. In accordance with the provisions of Washington Initiative 200, no County Minority and Women Business (M/WBE) utilization requirements shall apply to this Contract. No minimum level of M/WBE subcontractor participation or purchase from M/WBE certified vendors is required and no preference will be given by the County to a bidder or proposer for their M/WBE utilization or M/WBE status. The completion of County M/WBE forms which may be included in the contract documents is not required. Provided, however, that any affirmative action requirements set forth in any federal regulations or statutes included or referenced in the Contract documents will continue to apply.
- B. During the term of this Contract, the City shall not create barriers to open and fair opportunities for M/WBEs to participate in all County contracts and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with subcontractors and suppliers, the City shall not discriminate against any person on the basis of race, color, creed, religion, sex, age, nationality, marital status, sexual orientation or the presence of any disability in an otherwise qualified disabled person.
- C. The City shall maintain, until at least 12 months after completion of all work under this contract, records and information necessary to document its level of utilization of M/WBEs and other businesses as subcontractors and suppliers in this contract and in its overall public and private

business activities. The City shall also maintain, until 12 months after completion of all work under this contract, all written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate in this Contract. The City shall make such documents available to the County for inspection and copying upon request. If this contract involves federal funds, City shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

- D. King County encourages the utilization of minority owned businesses ("MBEs") and women-owned businesses ("WBEs")(collectively, "M/WBEs") in County contracts. The County encourages the following practices to open competitive opportunities for M/WBEs:
- Attending a pre-bid or pre-solicitation conference, if scheduled by the County, to provide project information and to inform M/WBEs of contracting and subcontracting opportunities.
 - Placing all qualified small businesses attempting to do business in King County, including M/WBEs, on solicitation lists, and providing written notice of subcontracting opportunities to M/WBEs and all other small businesses capable of performing the work, including without limitation all businesses on any list provided by the County, in sufficient time to allow such businesses to respond to the written solicitations.
 - Breaking down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including M/WBEs.
 - Establishing delivery schedules, where the requirements of this contract permit, that encourage participation by small businesses, including M/WBEs.
 - Providing M/WBEs that express interest with adequate and timely information about plans, specifications, and requirements of the contract.
 - Utilizing the services of available minority community organizations, minority contractor groups, local minority assistance offices, the County, and other organizations that provide assistance in the recruitment and placement of M/WBEs.
- E. Any violation of the mandatory requirements of the provisions of this Section shall be a material breach of contract for which the City may be subject to damages and sanctions provided for by contract and by applicable law.

XVI. CONFLICT OF INTEREST

- A. The City covenants that no officer, employee, or agent of the County who exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein, or any other person who presently exercises any functions or responsibilities in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract. The City shall take appropriate steps to assure compliance with this provision.
- B. If the City violates the provisions of Subsection XIX.A, the County will not be liable for payment of services rendered pursuant to this Contract. Violation of this Section shall constitute a substantial breach of this Contract and grounds for termination pursuant to Section X. above, as well as any other right or remedy provided in this Contract or law.

XVII. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XVIII. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be:

- A. In writing; and
- B. Directed to the chief executive officer of the City and the director/manager of the County department/division specified on page 1 of this Contract.

Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XIX. PROPRIETARY RIGHTS

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the City. The City agrees to and does hereby grant to the County, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract. The foregoing license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the City which are modified for use in the performance of this Contract.

XX. CONTRACT AMENDMENTS

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XXI. KING COUNTY RECYCLED PRODUCT PROCUREMENT POLICY

The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract and shall ensure that, whenever possible, the cover page of each document printed on recycled paper bears an imprint identifying it as recycled paper.

If the cost of recycled paper is more than 15% higher than the cost of non-recycled paper, the City may notify the Contract Administrator, who may waive the recycled paper requirement.

The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

XXII. ENTIRE CONTRACT/WAIVER OF DEFAULT

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of the Contract 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 Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXIII. SERVICES PROVIDED IN ACCORDANCE WITH LAW AND RULE AND REGULATION

The City and any subcontractor agree, when applicable, to abide by the terms of Chapters 26.44, 69.54, 70.02, 70.96A, 71.05, 71A.10, 71A.14, 71A.18, 71.20, 71.24, and 71.34 of the Revised Code of Washington, rules and regulations promulgated thereunder; the Basic InterCity Contract between the Department of Social and Health Services and King County, as amended, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

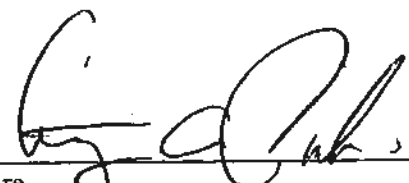
KING COUNTY:

CITY:



King County Executive
Date 4/10/03

FOR



Signature
Anthony A. Piseski
Name (Please type or print)
Date 4/1/03

Approved as to Form:

OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

September 20, 2002

Approved as to Form

Linda A. Marousch
City Attorney

EXTRACT SE
APR - 4 2003

EXHIBIT I – Scope of Work & Responsibilities
CITY OF DES MOINES
MEMORANDUM OF UNDERSTANDING ON THE LOCAL HAZARDOUS
WASTE MANAGEMENT PROGRAM FOR 2003 ACTIVITIES

The Local Hazardous Waste Management Plan (hereafter referred to as the "Plan") as updated in 1997, was adopted by the partner agencies (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the "Program").

The purpose of this Exhibit is to define the terms and conditions associated with the Program's funding of City activities performed under the auspices of the Plan and as approved by the Program's Management Coordination Committee (hereinafter referred to as the "MCC"). This Agreement further defines the responsibilities of the City and Seattle-King County Department of Public Health with respect to the transfer of Program monies.

Scope of Work

The City of Des Moines will organize one citywide Household Hazardous Waste Collection and Recycling Event. At this event the following materials will be collected and recycled: motor oil, motor oil filters, petroleum based products, antifreeze, tires, batteries and other materials if determined to be cost effective.

Responsibilities of the Parties

The responsibilities of the parties to this Contract shall be as follows:

A. The City

1. The City shall develop and submit project proposals and budget requests to the Program's Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Contract Administrator:
 - a) An invoice (see Exhibit II). Invoices should be sent to the Contract Administrator for approval and payment.
 - b) A brief description of activity accomplished and funds expended in accordance with the scope of work.
 - c) Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statements should include vendor names, a description of services provided, date paid and a check or warrant number.
3. The City shall notify the Contract Administrator no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to

the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.

5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
8. This project shall be administered by Nancy Uhrich at the City of Des Moines, 21630 11th Ave. S, Suite "D", Des Moines, at (206) 870-6558, (nuhrich@cityofdesmoines.com) or her designee.
9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator should be referred to the LHWMP Program Administrator for resolution.

B. Seattle-King County Department of Public Health

1. Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
2. Within forty-five (45) days of receiving a request for reimbursement from the City, the Contract Administrator shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Contract Administrator will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Contract Administrator retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

C. Program Contacts

Ken Armstrong
LHWMP Program Administrator
150 Nickerson Street, Suite 100
Seattle, WA 98109
206-352-8163
ken.armstrong@metrokc.gov

Paul Shallow
LHWMP Contract Administrator
999 Third Avenue, Suite 700
Seattle, WA 98104
206-296-4751
paul.shallow@metrokc.gov

EXHIBIT II
Budget/Invoice
LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM

From: The City of Des Moines
21630 11th Ave S, Suite "D"
Des Moines, WA 98198

To: Paul Shallow, LHWMP Contract Administrator
Seattle-King County Department of Public Health
999 3rd Avenue, Suite 700
Seattle, WA 98104

Contract #D32773D

Period of time: _____, 2003 to _____, 2003.

In performance of a signed Contract between King County and the City of Des Moines, I hereby certify that the following expenses were incurred during the above-mentioned period of time.

Signature

Date

Component Description	Budget	Current Expenses	Previous Charges	Balance
HHW Education				
HHW Collection	\$9,910.00			
Other (describe)				
TOTAL	\$9,910.00			

FOR HEALTH DEPARTMENT USE ONLY

Local Hazardous Waste Management Program Approval:

Paul Shallow

Date

INTERLOCAL AGREEMENT**Between****KING COUNTY and the CITY OF DES MOINES**

This Interlocal Agreement (hereinafter referred to as the Agreement) is executed between King County, a political subdivision of the State of Washington, and the City of Des Moines, a municipal corporation of the State of Washington, hereinafter referred to as "County" and "City" respectively.

This Agreement has been authorized by the legislative body of each party as designated below:

King County Ordinance No. 2003-0462

City _____

PREAMBLE

King County and the City of Des Moines adopted the 2001 King County Comprehensive Solid Waste Management Plan, which includes waste reduction and recycling goals. In order to help meet these goals, the King County Solid Waste Division has established a waste reduction and recycling grant program for the cities that operate under the King County Comprehensive Solid Waste Management Plan. This program provides funding to further the development and/or enhancement of local waste reduction and recycling projects and for broader resource conservation projects that integrate with waste reduction and recycling programs and direction. This grant program does not fund household hazardous waste collection activities. Program eligibility and grant administration terms are discussed in the Grant Guidelines, attached to this agreement as Exhibit B. Grant funding for this program is subject to the yearly budget approval process of the King County Council.

Grant funding approved by the King County Council is available to all King County cities that operate under the King County Comprehensive Solid Waste Management Plan. The City will spend its grant funds to fulfill the terms and conditions set forth in the scope of work which is attached hereto as Exhibit A and incorporated herein by reference. The County expects that any information and/or experience gained through the grant program by the City will be generously shared with the County and other King County cities.

I. PURPOSE

The purpose of this Agreement is to define the terms and conditions for funding to be provided to the City of Des Moines by the County for waste reduction and recycling programs and/or services as outlined in the scope of work and budget attached as Exhibit A.

II. RESPONSIBILITIES OF THE PARTIES

The responsibilities of the parties to this Agreement shall be as follows:

A. The City

1. Funds provided to the City by the County pursuant to this Agreement shall be used to provide waste reduction and recycling programs and/or services as outlined in Exhibit A. The total amount of funds available from this grant in 2004 shall not exceed \$24,343. The City understands that even though this agreement is two years in duration, funding for this program is subject to the yearly budget approval process of the King County Council.
2. During the two year grant program, the City will submit a minimum of two, but no more than eight, progress reports to the County in a form approved by the County. Reports must be signed by a city official. These reports will include:
 - a) a description of each activity accomplished pertaining to the scope of work; and
 - b) reimbursement requests with either copies of invoices for each expenditure for which reimbursement is requested or a financial statement, prepared by the city's finance department, that includes vendor name, description of service, date of service, date paid and check number.

If the City chooses to submit up to the maximum of eight (8) progress reports and requests for reimbursement during the two year grant program, they shall be due to the County on the last day of the month following the end of each quarter - April 30, July 30, October 31, January 31 - except for the final progress report and request for reimbursement which shall be due by March 31, 2006.

If the City chooses to submit the minimum of two progress reports and requests for reimbursement during the two year grant program, they shall be due to the County on January 31, 2005 and March 31, 2006.

Regardless of the number of progress reports the City chooses to submit, in order to secure reimbursement, the City must provide in writing to the County by the 5th working day of each January, the dollar amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.

3. The City shall submit a final report to the County which summarizes the work completed under the grant program and evaluates the effectiveness of the projects for which grant funds were utilized, according to the evaluation methods specified in the scope of work. The final report is due within six months of completion of the project(s) outlined in the scope of work, but no later than June 30, 2006.

4. If the City accepts funding through this grant program for the provision of Waste Reduction and Recycling programs and projects for other incorporated areas of King County, the City shall explain the relationship with the affected adjacent city or cities that allows for acceptance of this funding and the specifics of the proposed programs and projects within the scope of work document related thereto.
5. The City shall be responsible for following all applicable Federal, State and local laws, ordinances, rules and regulations in the performance of work described herein. The City assures that its procedures are consistent with laws relating to public contract bidding procedures, and the County neither incurs nor assumes any responsibility for the City's bid, award or contracting process.
6. During the performance of this Agreement, neither the City nor any party subcontracting under the authority of this Agreement shall discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation, age, or presence of any sensory, mental, or physical handicap in the employment or application for employment or in the administration or delivery of or access to services or any other benefits under this Agreement as defined by King County Code, Chapter 12.16.
7. During the performance of this Agreement, neither the City nor any party subcontracting under the authority of this Agreement shall engage in unfair employment practices as defined by King County Code, Chapter 12.18. The City shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. These laws include, but are not limited to, RCW Chapter 49.60 and Titles VI and VII of the Civil Rights Act of 1964.
8. The City shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Agreement. The City shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical.
9. The City shall maintain accounts and records, including personnel, financial, and programmatic records, and other such records as may be deemed necessary by the County, to ensure proper accounting for all project funds and compliance with this Agreement. All such records shall sufficiently and properly reflect all direct and indirect costs of any nature expended and service provided in the performance of this Agreement.

These records shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the State Archivist in accordance with RCW Chapter 40.14. These accounts shall be subject to inspection, review or audit by the County and/or by federal or state officials as so authorized by law.

10. The City shall maintain a record of the use of any equipment that costs more than \$500 and is purchased with grant funds from King County for a total period of three (3) years. The records shall be compiled into a yearly evaluation report, a copy of which shall be submitted to King County by March 31 of each year through the year 2008.

11. The City agrees to credit King County on all printed materials provided by the County, which the City is duplicating, for distribution. Either King County's name and logo must appear on King County materials (including fact sheets, case studies, etc.), or, at a minimum, the City will credit King County for artwork or text provided by the County as follows: "artwork provided courtesy of King County Solid Waste Division" and/or "text provided courtesy of King County Solid Waste Division."
12. The City agrees to submit to the County copies of all written materials which it produces and/or duplicates for local waste reduction and recycling projects which have been funded through the waste reduction and recycling grant program. Upon request, the City agrees to provide the County with a reproducible copy of any such written materials and authorizes the County to duplicate and distribute any written materials so produced, provided that the County credits the City for the piece.
13. If the City accepts funding through this grant program for the provision of special recycling collection events for adjacent areas of unincorporated King County, the City shall send announcements of the events to all residences listed in the carrier routes provided by King County. The announcements and all other printed materials related to these events shall acknowledge King County as the funding source.
14. The City understands that funding for special recycling collection events for adjacent areas of unincorporated King County will be allocated on a yearly basis subject to the King County Council's yearly budget approval process and that provision of funds for these events is not guaranteed for the second year of the grant program.
15. This project shall be administered by Shanta Frantz, Land Use Planner; City of Des Moines; 21630 11th Ave S, Suite D; Des Moines, WA 98198; 206-870-6551; sfrantz@cityofdesmoines.com, or designee.

B. The County:

1. The County shall administer funding for the waste reduction and recycling grant program. Funding is designated by city and is subject to the King County Council's yearly budget approval process. Provided that the funds are allocated through the King County Council's yearly budget approval process, grant funding to the City will include a base allocation of \$5,000 per year with the balance of funds to be allocated according to the city's percentage of King County's residential and employment population. However, if this population based allocation formula calculation would result in a city receiving less than \$10,000 per year, that city shall receive an additional allocation that would raise their total grant funding to \$10,000 per year. The City of Des Moines' budgeted grant funds for 2004 are \$24,343.

2. Within forty-five (45) days of receiving a request for reimbursement from the City, the County shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The County will not authorize payment for activities and/or expenditures which are not included in the scope of work and budget attached as Exhibit A, unless the scope has been amended according to Section V of this Agreement. King County retains the right to withhold all or partial payment if the City's report(s) and reimbursement request(s) are incomplete (i.e., do not include proper documentation of expenditures and/or adequate description of each activity described in the scope of work for which reimbursement is being requested), and/or are not consistent with the scope of work and budget attached as Exhibit A.
3. The County agrees to credit the City on all printed materials provided by the City to the County, which the County duplicates, for distribution. Either the City's name and logo will appear on such materials (including fact sheets, case studies, etc.), or, at a minimum, the County will credit the City for artwork or text provided by the City as follows: "artwork provided courtesy of the City of Des Moines" and/or "text provided courtesy of the City of Des Moines."
4. The County retains the right to share the written material(s) produced by the City which have been funded through this program with other King County cities for them to duplicate and distribute. In so doing, the County will encourage other cities to credit the City on any pieces that were produced by the City.
5. The waste reduction and recycling grant program shall be administered by Morgan John, a Project Manager, or designee, to be specified by the King County Solid Waste Division.

III. DURATION OF AGREEMENT

This Agreement shall become effective on either January 1, 2004 or the date of execution of the Agreement by both the County and the City, if executed after January 1, 2004 and shall terminate on December 31, 2005. However, if execution by either party does not occur until after January 1, 2004, this Agreement allows for disbursement of grant funds to the City for County-approved programs initiated between January 1, 2004 and the later execution of the Agreement provided that the City complies with the reporting requirements of Section II. A of the Agreement.

IV. TERMINATION

- A. This Agreement may be terminated by King County, in whole or in part, for convenience without cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice
- B. This Agreement may be terminated by either party, in whole or in part, for cause prior to the termination date specified in Section III, upon thirty (30) days advance written notice. Reasons for termination for cause may include but not be limited to: nonperformance; misuse of funds; and/or failure to provide grant related reports/invoices/statements as specified in Section II.A.2. and Section II.A.3

- C. If the Agreement is terminated as provided in this section: (1) the County will be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination; and (2) the City shall be released from any obligation to provide further services pursuant to this Agreement.
- D. Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Agreement or law that either party may have in the event that the obligations, terms and conditions set forth in this Agreement are breached by the other party.

V. AMENDMENTS

This Agreement may be amended only by written agreement of both parties. Amendments to scopes of work will only be approved if the proposed amendment is consistent with the most recently adopted King County Comprehensive Solid Waste Management Plan. Funds may be moved between tasks in the scope of work, attached as Exhibit A, only upon written or verbal request by the City and written or verbal approval by King County. Such requests will only be approved if the proposed change(s) is (are) consistent with and/or achieves the goals stated in the scope and falls within the activities described in the scope

VI. HOLD HARMLESS AND INDEMNIFICATION

The City shall protect, indemnify, and hold harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or issues whatsoever occurring from actions by the City and/or its subcontractors pursuant to this Agreement. The City shall defend at its own expense any and all claims, demands, suits, penalties, losses, damages, or costs of any kind whatsoever (hereinafter "claims") brought against the County arising out of or incident to the City's execution of, performance of or failure to perform this Agreement. Claims shall include but not be limited to assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

VII. INSURANCE

- A. The City, at its own cost, shall procure by the date of execution of this Agreement and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with performance of work pursuant to this Agreement by the City, its agents, representatives, employees, and/or subcontractors. The minimum limits of this insurance shall be \$1,000,000 general liability insurance combined single limit per occurrence for bodily injury, personal injury, and property damage. Any deductible or self-insured retentions shall be the sole responsibility of the City. Such insurance shall cover the County, its officers, officials, employees, and agents as additional insureds against liability arising out of activities performed by or on behalf of the City pursuant to this Agreement. A valid Certificate of Insurance is attached to this Agreement as Exhibit C, unless Section VII.B. applies.
- B. If the Agency is a Municipal Corporation or an agency of the State of Washington and is self-insured for any of the above insurance requirements, a written acknowledgement of self-insurance is attached to this Agreement as Exhibit C.

VIII. ENTIRE CONTRACT/WAIVER OF DEFAULT

This Agreement is the complete expression of the agreement of the County and City hereto, and any oral or written representations or understandings not incorporated herein are excluded. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IX. TIME IS OF THE ESSENCE

The County and City recognize that time is of the essence in the performance of this Agreement.

X. SEVERABILITY

If any section, subsection, sentence, clause or phrase of this Agreement is, for any reason, found to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions.

XI. NOTICE

Any notice required or permitted under this Agreement shall be deemed sufficiently given or served if sent to the King County Solid Waste Division and the City at the addresses provided below:

Morgan John, Project Manager, or a provided designee,
King County Solid Waste Division
Department of Natural Resources and Parks
201 South Jackson Street, Suite 701
Seattle, WA 98104-3855

If to the City:

Shanta Frantz
Land Use Planner
City of Des Moines
21630 11th Ave S, Suite "D"
Des Moines, WA 98198

IN WITNESS WHEREOF this Agreement has been executed by each party on the date set forth below:

City

King County

Accepted for King County Executive

(Title)

BY _____
Director of Natural Resources and Parks

Date

Date

Pursuant to _____

Pursuant to Ordinance No. 2003-0462

Approved as to form:

Approved as to form:

City Attorney

King County Prosecuting Attorney

Date

Date

Exhibit A
King County Waste Reduction and Recycling Grant Program
City of Des Moines
2004/05 Scope of Work

A. Basic Information

1. City of Des Moines

2. Grant project manager: Shanta Frantz
Land Use Planner
City of Des Moines
21630 11th Ave S, Suite "D"
Des Moines, WA 98198
Tel - (206) 870-6551
Fax - (206) 870-6544
Email - sfrantz@cityofdesmoines.com

3. Consultant name: Paul Devine
Olympic Environmental Resources
4715 SW Walker Street
Seattle, WA 98116
TEL - (206) 938-8262
FAX - (206) 938-9873
Email – PaulDevine@MSN.com

4. Budget: 2004
\$24,343

2005
\$24,343

Total: \$48,686

B. Scope of Work

1. Task One: Special Collection Events

A. Schedule - Spring and Fall, 2004/05

B. Task Activities

- Number of Special Collection Events – Four
- Materials to be collected:
 - Appliances

- Refrigerators and Freezers+
- Ferrous Metals
- Non-ferrous Metals
- Tires+
- Lead Acid Batteries
- Household Batteries
- Porcelain Toilets and Sinks+
- Propane Tanks+
- Cardboard
- Reusable Household Goods
- Textiles
- Used Motor Oil
- Used Motor Oil Filters
- Used Antifreeze
- Used Petroleum Based Products
- Bulky Yard Debris
- Clean Scrap Wood
- Concrete, Asphalt, Rock, and Brick
- Electronic Equipment
- Computer Equipment+
- TV Sets+

+User fees apply

Other materials when possible.

- The following educational materials will be distributed:
 - Information on City Recycling Programs.
 - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
 - Other educational materials as appropriate.
 - Canvas or recycled bags.
- Event promotional methods
 - This event will be coordinated with King County and flyers will be sent to Des Moines households.
 - By distributing a promotional flyer through direct mailings.
 - By notices in City newsletters (whenever possible).
 - By posting a notice at City Hall and on the City cable channel and City web site (if available).
 - By publicizing the event through the King County Solid Waste Division Promotional Activities.

C) Task evaluation. Event reports will include:

- Number of vehicles attending
- Volume of each material collected

- Event cost by budget category
- Event comments
- Graphic or tabular comparison of 2004/05 volumes and vehicles with prior year's events
- Summary of survey data collected (if taken)

D) Task Budget: \$18,000.00

Estimated Costs	2004/05	2004	2004	2004	2005	TOTAL
	WRR	LHWMP	CPG	WRR	WRR	
City Staff Costs	\$600.00	\$300.00	\$0.00	\$300.00	\$300.00	\$900.00
Management/Staffing/Admin/Graphics	\$2,360.00	\$2,855.47	\$8,692.50	\$1,180.00	\$1,180.00	\$13,907.97
Event Staff Costs	\$2,640.00	\$0.00	\$1,760.00	\$1,320.00	\$1,320.00	\$4,400.00
Collection/Hauling Costs						
Wood Waste	\$1,600.00	\$0.00	\$1,000.00	\$800.00	\$800.00	\$2,600.00
Scrap Metal, Appliances, etc.	\$4,000.00	\$0.00	\$1,000.00	\$2,000.00	\$2,000.00	\$5,000.00
Tires	\$2,000.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00	\$2,000.00
Used Oil/Antifreeze	\$0.00	\$2,500.00	\$0.00	\$0.00	\$0.00	\$2,500.00
Batteries	\$0.00	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00
CRAB	\$2,400.00	\$0.00	\$0.00	\$1,200.00	\$1,200.00	\$2,400.00
Printing/Mailing	\$0.00	\$2,500.00	\$2,500.00	\$0.00	\$0.00	\$5,000.00
Event Supplies	\$0.00	\$250.00	\$250.00	\$0.00	\$0.00	\$500.00
Other Expenses - rentals, etc	\$2,400.00	\$400.00	\$400.00	\$1,200.00	\$1,200.00	\$3,200.00
Promotional Items	\$0.00	\$1,000.00	\$1,000.00	\$0.00	\$0.00	\$2,000.00
TOTALS	\$18,000.00	\$10,205.47	\$16,602.50	\$9,000.00	\$9,000.00	\$44,807.97

NOTE: Hourly rates for City staff are \$50.00 per hour. Hourly rates for consultants are as follows: Project Manager - \$70.00, Event Staff - \$55.00, and Administrative Staff - \$40.00.

E) Task Performance Objectives:

The City plans to send out approximately 11,000 promotional flyers to Des Moines households per event and publicize the event through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 160-175 tons of material from the local waste stream each year.

The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling. The event will also provide an opportunity to recycle moderate risk waste. The King County Health Department and Washington State Department of Ecology may pay for event expenses as well.

F) Task Impact Objectives:

By hosting Special Collection Events, Des Moines can reduce the amount of recyclable material finding their way to the local landfill. The Cities of Des Moines has a population of roughly 30,000. The City expects, based on past events, that 750-950 households will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 160-175 tons of material diverted from the local waste stream for recycling each year.

In addition to diverting materials from the City waste stream, attracting residents to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of residents and improve behavior in purchase, handling, and disposal of recyclable materials.

2. Task Two: Business Recycling Events

A) Task Schedule: Summer, 2004/05

B) Task Activities:

- Number of Business Recycling Events – Two
- Task Description - The City will implement two Business Recycling Events. The events will be held on a summer weekday at a central location in Des Moines or Normandy Park. The City may work with the City of Normandy Park businesses to participate in the events with Des Moines costs invoiced to the City of Des Moines.
- Materials to be collected:
 - Clean Scrap Wood/Pallets
 - Electronic Equipment
 - Computer monitors+
 - Fluorescent Lights
 - Office Recyclables/Cardboard
 - Toner Cartridges
 - Cellular phones
 - Plastics
 - Other materials if feasible

+User fees apply
- The following educational materials will be distributed:
 - Information on City Recycling Programs.
 - Educational Materials produced by King County Department of Natural Resources and Local Hazardous Waste Management Plan.
 - Other educational materials as appropriate.
- Event promotional methods
 - By distributing a promotional flyer through direct mailings.
 - By notices in City/community newsletters/and local newspapers (whenever possible).
 - By posting a notice at City Hall and on the City cable channel and web site (if available).
 - By publicizing the event through the King County Solid Waste Division Promotional Activities.
- Task evaluation. Event reports will include:
 - Number of vehicles attending
 - Volume of each material collected
 - Event cost by budget category
 - Event comments

- Graphic or tabular comparison of 2004/05 volumes and vehicles with prior year's events
- Summary of survey data collected (if taken)

C) Task Budget: \$12,000.00

ESTIMATED COSTS	2004 Cost	2005 Cost	2002/03 Total
Staff Cost	\$0.00	\$0.00	\$0.00
Administration and Supplies	\$250.00	\$250.00	\$500.00
Consultant and Contractor Services	\$5,150.00	\$5,150.00	\$10,300.00
Flyer - Printing and Distribution Costs	\$600.00	\$600.00	\$1,200.00
Total	\$6,000.00	\$6,000.00	\$12,000.00

The business events will be funded with use of King County WR/R grant funds and State Department of Ecology funds. Hourly rates for consultants are as follows: Project Manager - \$70.00, Event Staff - \$55.00, and Administrative Staff - \$40.00.

E) Task Performance Objectives:

The City plans to send out approximately 1,000 promotional flyers to Des Moines businesses per event and publicize the event through King County promotional activities, including County websites and telephone assistance. The City anticipates collecting 10-15 tons of material from the Des Moines businesses waste stream over a two-year period. The benefits expected by the collection of these materials will be to divert them from the waste stream and process them for recycling.

F) Task Impact Objectives:

By hosting Business Collection Events, Des Moines can reduce the amount of recyclable material finding their way to the local landfill. The City of Des Moines has an employee population of roughly 6,000. The City expects that 50-70 businesses will actively participate each year by bringing recyclable materials to the event for proper disposal and recycling. This will result in 10-15 tons of material diverted from the local waste stream for recycling.

In addition to diverting materials from the City waste stream, attracting business to events provides an opportunity to distribute educational material on City and King County recycling programs. The educational materials can enhance the knowledge of business and improve behavior in purchase, handling, and disposal of recyclable materials.

3.Task Three: Compost/Worm Bin Sales

A) Task Schedule: Spring and Fall of 2004/05

B) Task Activities:

- Number of Compost/Worm Bin Sales – Two
- Task Description - The City will implement two backyard compost/worm bin sales.

- The City will:
 - Distribute subsidized backyard compost bins and educational materials on grasscycling and backyard composting to Des Moines households. Residents will be charged \$10 per bin.
 - Promote the program through City of Des Moines newsletters and event flyers.
 - Purchase and distribute up to 400 backyard compost bins and 100 worm bins.
 - Purchase and distribute up to 400 educational booklets on backyard composting.
 - The City may partner on the sales with the cities of Des Moines and Tukwila,

C) Task Budget: \$18,686.00

ESTIMATED COSTS	2004 Cost	2005 Cost	2002/03 Total
Administration and Supplies	\$500.00	\$500.00	\$1,000.00
Consultant and Contractor Services	\$1,500.00	\$1,500.00	\$3,000.00
Compost/Worm Bins	\$8,043.00	\$8,043.00	\$16,086.00
Flyer - Printing and Distribution Costs	\$1,800.00	\$1,800.00	\$3,600.00
Estimated Bin Income - 500 bins @\$10 each	-\$2,500.00	-\$2,500.00	-\$5,000.00
Total	\$9,343.00	\$9,343.00	\$18,686.00

The compost bin sales will be funded with use of King County WR/R grant funds. Hourly rates for consultants are as follows: Project Manager - \$70.00, Event Staff - \$55.00, and Administrative Staff - \$40.00.

D) Task Performance Objectives: The goal of this program is to achieve greater resource efficiency in the cities of Des Moines. Yard debris and worm composting extends the life of landfills and reduces stress on local composting facilities. This program should result in greater resource efficiency, as it will encourage residents to manage their yard debris on their own property and to reuse the composted materials in their gardens.

E) Task Impact Objectives:

As a result of the Compost/Worm Bin Sale, the Cities of Des Moines will:

- Reduce the residential waste stream by up an estimated 235 tons of organics annually or 2,350 tons in the next ten years.
- The City will monitor the program by reporting the following:
 - Number of backyard compost bins distributed.
 - The estimated amount of organics diverted.

In addition to diverting compostable materials from the City waste stream, attracting residents to events provides an opportunity to distribute educational material on City recycling programs and organics reduction programs in King County. The educational materials can enhance the knowledge of residents and improve behavior in purchasing products, practices, and disposal of organics. A survey will be sent to each bin recipient six months after the event and will submit final results to the City at the seven month after the event to gauge participation levels.

Grant Guidelines

Program Eligibility:

Grant funds may be used for any of the programs previously funded by the City Optional and Waste Reduction Recycling Programs, including residential and commercial waste reduction and recycling education programs, business assistance programs, and special recycling events. Cities may also use their funds on broader resource conservation programs, as long as they are part of an overall waste reduction/recycling program. Cities may choose to use their funding on one program or a combination of programs. For WR/R program ideas, please refer to the Program Eligibility section below and the City Waste Reduction and Recycling web page at

http://dnr.metrokc.gov/swd/resrecy/recycling/citywrr_activities.htm.

Please note these lists are not exhaustive, but merely intended to provide some guidance on what is/isn't eligible. Cities should also refer to the 2001 Comprehensive Solid Waste Management Plan for direction in program development. If you are unsure if your proposed program is eligible for funding, please call Morgan John (296-8443) or Diane Yates (296-4406).

Eligible for funding:

- School WRR education/implementation programs
- Compost bin sales/giveaways
- Cooperative grasscycling programs
- Grants for turning yard waste and tree trimmings into mulch
- Promotion and education of new solid waste and recycling services
- Business recognition programs
- Special Recycling Collection Events, including collection of tires
- Business, WRR, residential education/communications
- Product stewardship initiatives - could be education programs or working with other agencies/organizations/businesses to implement programs
- City recycling programs and facilities

Eligible for funding on a case by case basis, as long as program is part of an overall WRR Program. However, the County would not provide reimbursement if, for example, all of a city's grant dollars were used to sell/give away rain barrels or distribute compact fluorescent light bulbs.

- Water Conservation - i.e. Rain Barrels
- Energy Conservation
- Water Quality: integrated pest management; catch basin filters
- Demonstration gardens; interpretive signage; recycled-content park furnishings

The following are not eligible for funding:

Collection of Garbage, except for residual garbage related to the collection of recyclables.

Collection of any household hazardous waste items including, but not limited to:
(Cities should pursue funding through LHWMP or CPG)

- Treated wood
- Paint
- Lead acid batteries
- Oil, gasoline, and antifreeze
- Florescent lights
- Household Hazardous Waste education programs

Grant Administration:

Requests for Reimbursement:

Cities may submit as few as two requests for reimbursement during the funding cycle, with the first request due by January 31, 2005 and the final request due no later than March 15, 2006. However, cities may submit requests for reimbursement as frequently as quarterly. Quarterly requests should be submitted on April 30, July 31, Oct. 31 and Jan 31 of each year, except for the final request for reimbursement, which is due no later than March 15, 2006. The Budget Summary Report Form (Attachment 4) should be used when submitting requests for reimbursement.

By December 31st of each year of the grant cycle, cities must notify SWD of their total expenditures for work that has been completed to-date, but for which requests for reimbursement have not yet been submitted.

Progress and Final Reports:

Progress reports describing program activities, accomplishments and evaluation results need to accompany each request for reimbursement. A final report describing the outcome of grant-funded activities is due with the final request for reimbursement. If, however, the city does not have the results of its program evaluation by the end of the grant cycle, the final narrative report may be submitted no later than six months after the end of the grant cycle on June 30, 2006. (Note: The final request for reimbursement would still need to be submitted by March 15, 2006.) All Progress and Final Reports need to be signed by a city official. Signed reports may be submitted via facsimile.

Amendments:

Formal amendments to grant ILAs are not necessary unless the city wishes to make significant changes to its scope of work and/or budget. In general, a significant change would be one in which the city wishes to add or delete a task from their scope of work. A minor change, such as moving dollars between tasks, would only require written notification, which may be submitted via e-mail. However, the city should contact the Division when considering changes to their scopes and budgets to determine if a formal amendment is needed.