

AGENDA
REGULAR MEETING DES MOINES CITY COUNCIL
December 5, 2002 - 7:30 p.m.

CALL TO ORDER - Mayor Wasson

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

CONSENT CALENDAR*

- Passed S-O all left on*
1. Motion is to approve the minutes of November 14 and 21, 2002.
 2. Draft Resolution No. 02-182 - Title: A Resolution of the City Council of the City of Des Moines, Washington, relating to City reimbursement of street development costs, benefiting the City's developments of Steven J. Underwood Memorial Park, providing for payment of \$48,359.87 in Steven J. Underwood Memorial Park, Phase I, funds to G3 Holdings, LLC, doing business in Des Moines as Grakon International, Inc., as the City's share of reimbursement to Grakon for its street development costs that were required by the street standards of the City of Des Moines.

MOTION is to approve Draft Resolution No. 02-182.

- get signed + push to Clark*
3. Motion is to approve the Agreement between the City of Des Moines and Fire District No. 26 to provide fire protection and basic life support services to all real and personal properties owned by the City located in Fire District No. 26, and for additional services described in this Agreement, and to authorize the City Manager to sign the agreement substantially in the form as submitted.
 4. Motion is to adopt Draft Resolution No. 02-236, adopting an agreement between the City of Des Moines and the Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763 (Teamsters) regarding wages, hours and working conditions for the period December 1, 2002 to December 31, 2004 and approving the agreement resolving unfair labor practice charges and authorizing the City Manager to sign both documents substantially in the form as submitted.
 5. Motion is to adopt Draft Resolution No. 02-268 adopting an agreement between the City of Des Moines and the Des Moines Police Guild for the period January 1, 2003 to December 31, 2004, and authorizing the City Manager to sign the agreement substantially in the form as submitted.

*Shochler + Peterson absent
S present excused*

Do final for mayor

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

PUBLIC HEARING

Draft Resolution No. 02-259 Comprehensive Transportation Plan

*1 speaker
passed
5-0*

*amended
9-21-02
also repeated*

SUMMARY: The Comprehensive Transportation Plan (CTP) is the document which is used by Council, staff, citizens and other interested parties, to plan for the future needs of the City's core arterial system. This draft Plan contains an analysis of projected transportation needs out to the year 2020 based on the expected City and area wide growth. The Council's Public Safety & Transportation Committee has spent a great deal of time reviewing the CTP, and on October 24, 2002, recommended that the CTP be submitted to Council for adoption

OLD BUSINESS

1. Continued Discussion: 2003 Budget Items

SUMMARY: This item will allow Council to discuss and provide direction for various budget issues.

2. Draft Ordinance No. 02-246 Adopting the 2003 Budget - 2nd Reading

SUMMARY: Council has discussed the proposed 2003 Budget over the last several months. The budget is now presented to Council for adoption.

NEW BUSINESS

1. Reconsideration Draft Resolution No. 02-260 Chamber Use of Big Catch Plaza for Holiday Happenings

SUMMARY: Rule 9 of the City Council Rules of Procedure allows the Presiding Officer the "option of deleting any item from the agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda of a subsequent Council meeting". At the November 21, 2002 meeting, the Presiding Officer deleted Draft Resolution No 02-260 from the agenda. The next regular Meeting where the full Council may vote is the December 5, 2002 meeting.

2. RCAA Final Payment

SUMMARY: This item will give Council an opportunity to review the information supplied by the Regional Commission on Airport Affairs (RCAA) regarding the services they have provided in 2002 to satisfy their responsibilities per the agreement between the City of Des Moines and RCAA and to determine the final payment amount Council will authorize for these services.

NEXT MEETING DATE - Regular Meeting December 12, 2002

ADJOURNMENT

pa in Grakon
file

CONSENT CALENDAR
Item #2

passed 5-0

12/5/02

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Steven J. Underwood
Memorial Park Phase One-
Street Development Reimbursement

ATTACHMENTS:

- A. Draft Resolution No. 02-182
- B. Grakon Letter
- C. Map

FOR AGENDA OF: December 5, 2002

DEPT. OF ORIGIN: Park and Recreation

DATE SUBMITTED: November 25, 2002

CLEARANCES:

- ☒ Park & Recreation Director
- ☒ Public Works
- ☒ City Attorney

APPROVED BY CITY MANAGER

FOR SUBMITTAL:

Purpose and Recommendation:

Administration recommends approval of a resolution to reimburse G3 Holdings, LLC, d/b/a Grakon International, Inc., for construction of street improvements serving Steven J. Underwood Memorial Park.

Motion: "To approve Draft Resolution No. 02-182."

Background:

Grakon International, Inc., was required as a condition of its development, LUA 2000-045 to construct street system improvements to the 20th Avenue South/ South 218th Street as required by the Des Moines street standards. The city's conditions of approval of LUA 2000-045 committed the city to provide for latecomers reimbursement to Grakon pursuant to chapter 12.44 DMMC.

Discussion:

The City and Grakon have a very good working relationship as simultaneous developers of adjacent projects. Great care has been taken over the past few years to be good neighbors and minimize impact on each other's property development. Development of the Grakon facility began prior to the start date of Steven J. Underwood Memorial Park and Grakon therefore was required to make street improvements to 20th Avenue South/ South 218th Street south of the United States Post Office. Had the city's project been initiated first, the park project would have been require to make the street improvements and require a percentage payment by Grakon and other land owners for their share of the street.

After extensive evaluation by the city's Public Works Engineer, an amount equal to 29.2% of the street improvements was agreed to by all parties as the fair assessment to Steven J. Underwood Memorial Park based on a per linear foot methodology.

Alternatives:

The City would be required by chapter 35.72 RCW and chapter 12.44 DMMC, and by the conditions of approval of the Grakon project, to enter into a latecomer's agreement burdening its park property with an assessment reimbursement contract for fifteen (15) years.

Financial Impact:

Funding is identified in the 2002 Steven J. Underwood Memorial Park Capital Improvement Plan. The \$48,359.87 total cost of construction and contract administration for the 20th Avenue South/ South 218th Street improvements proposed by the attached Resolution is a reasonable share of the project and saved the city from providing the same services at an equal or higher cost.

Recommendation/Conclusion:

Staff recommends approval of Draft Resolution 02-182 to provide payment to Grakon International, Inc., as proposed.

Concurrence

Parks, Recreation and Senior Services staff, Public Works Engineering staff and Legal staff mutually agree to the amount and method of payment for the street improvements.

DRAFT RESOLUTION NO. 02-182

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, relating to City reimbursement of street development costs, benefiting the City's developments of Steven J. Underwood Memorial Park, providing for payment of \$48,359.87 in Steven J. Underwood Memorial Park, Phase I, funds to G3 Holdings, LLC, doing business in Des Moines as Grakon International, Inc., as the City's share of reimbursement to Grakon for its street development costs that were required by the street standards of the City of Des Moines.

WHEREAS, G3 Holdings, LLC, d/b/a Grakon International, Inc., has developed an office and light manufacturing facility in the City of Des Moines at 1911 So. 218th Street, Des Moines, WA, and

WHEREAS, Grakon International, Inc., was required, as a condition of approval of its development, LUA 2000-045, to construct street system improvements to 20th Avenue So./So. 218th Street, as required by DMMC Chapters 12.28 and 12.40 governing street development standards and street system improvements in the City of Des Moines, and

WHEREAS, the City's condition of approval of LUA 2000-045 committed the City to provide for latecomer's reimbursement to Grakon pursuant to chapter 12.44 DMMC, and

WHEREAS, the City is the property owner of Steven J. Underwood Memorial Park, which is served by 20th Avenue South, the street improved by Grakon, and

WHEREAS, the City's property is within the area which would be within the assessment reimbursement area for a street latecomer agreement, because the City's property is adjacent to Grakon's required street system improvements, because development of the City's park property would have required similar street system improvements; and because the City's park property directly benefits from Grakon's street system improvements by improved access using Grakon's street system improvements, and

WHEREAS, the City's pro rata reimbursement share of the cost of Grakon's street system improvements based upon the benefit to the City's property is 29.2% of the total

construction and contract administration cost using a per foot method of cost apportionment, calculated as follows:

Property Owner	Linear Feet	Assessment Percent	Assessment Amount
Gary Ohrt P.O. Box 98019 Des Moines, WA 98198	345'	38.6%	\$63,927.77
Evergreen Business Investment, Inc.	90'	10.0%	\$16,561.60
G3 Holding, LLC	198'	22.2%	\$36,766.76
City of Des Moines	260'	29.2%	\$48,359.87
TOTAL	893'	100%	\$165,616.00

and

WHEREAS, the calculation set forth above results in an obligation of the City in the amount of \$48,359.87, and

WHEREAS, the City did not contribute to the original cost of the street project, and

WHEREAS, the City, subsequent to the Grakon project, developed its property, Steven J. Underwood Memorial Park, and was not required to install street system improvements because they were already provided for by Grakon, and

WHEREAS, based upon the foregoing facts, it appears that the City could be required by chapter 35.72 RCW and chapter 12.44 DMMC, and by the conditions of approval of the Grakon project, to enter into a latecomer's agreement burdening its park property with an assessment reimbursement contract for fifteen (15) years, and

WHEREAS, the City has funds available in its Steven J. Underwood Memorial Park, Phase I, funds to pay Grakon at this time for its reimbursement share of the costs of the street system improvements, and

WHEREAS, there are only two other property owners within the assessment reimbursements area, and

WHEREAS, the major property owner within the assessment reimbursement area has agreed to pay its reimburse share to Grakon at this time without adoption of a latecomer's agreement, and

WHEREAS, it appears that there is little immediate likelihood of future development of the other minor property within the assessment reimbursement area, and Grakon is willing to waive its potential claim for reimbursement against that property, and

WHEREAS, under the foregoing circumstances Grakon is willing to forego the requirement in the conditions of approval within its LUA 2000-045, which required the City to provide for a latecomer's agreement under chapter 12.44 DMMC, and

WHEREAS, it is therefore in the public interest of the City, and in the best interests of all affected parties, for the City to immediately pay its potential reimbursement share to Grakon for the Grakon street system improvements; now therefore,

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

Sec. 1. Findings. Each and every of the findings expressed in the recitals to this ordinance are hereby adopted and incorporated by reference.

Sec. 2. Based upon the foregoing findings, the City Council of the City of Des Moines hereby authorizes payment to G3 Holdings, LLC, going business as Grakon International, Ind., in the amount of \$48,359.87 in Steven J. Underwood Memorial Park, Phase I, funds, which amount is equal to the City's potential reimbursement share for required street system improvements under a latecomer's agreement, as authorized by chapter 35.72 RCW, chapter 12.44 DMMC, and the Grakon LUA 2000-045 conditions of approval.

Resolution No. ____

Page 4 of ____

ADOPTED BY the City Council of the City of Des Moines,
Washington this ____ day of _____, 2002 and signed in
authentication thereof this ____ day of _____, 2002.

M A Y O R

APPROVED AS TO FORM:

City Attorney
ATTEST:

City Clerk
DRAFTRES: 02-182



G3 HOLDINGS, LLC

P.O. Box 98984 • Seattle, WA 98198 • TEL: 206-824-6000 • FAX: 206-824-6098

November 13, 2002

RECEIVED

NOV 14 2002

Ms. Linda Marousek
City Attorney
City of Des Moines
805 South 219th
Des Moines, WA 98198

DES MOINES LEGAL DEPARTMENT
DES MOINES, WASHINGTON

1. G3 Holdings, LLC has made an arrangement with Ohrt under which he will pay his share of reimbursement for the cost of street system improvements to G3 Holdings, LLC, in the amount of \$63,927.77, by not later than 15 days after confirmation that the City will pay upfront in lieu of entering into a latecomer's agreement; and
2. G3 Holdings will waive our right to any claim we might have for latecomer reimbursement against Evergreen Business Investment Inc because it is not expected that the property will undergo development in the immediate future.
3. Under these circumstances, if the City will also commit to making an immediate payment (\$48,359.87) in lieu of entering into a latecomer's agreement, G3 Holdings, LLC is willing to forego the requirement in LUA 2000-045 Conditions of Approval, which required the City to provide for a latecomer's agreement to partially reimburse our company for the cost of street system improvements.

Thank you,


Justin Graham
G3 Holdings, LLC

RIEN RD. NO. 0-22-2-2

S.C. 753046-1A-2007

117.50

117.41

SOUTH 216TH STREET

RD. # 155 EST. 5-2-32 SUR. 9-22-4027

88-15-2

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9807270658

20'

30

30

20TH AVE 0+00.0-
S. 216TH 33+12.00

SCALE: 1"=100'

(MORG)



BAYVIEW
MEADOWS
APTS.
(90')

GARY
OHRT
(345')

20TH AVENUE SOUTH

STEVEN J.
UNDERWOOD

2.67 AC
9077

S. L.N. OF N. 402' OF

1.57 AC
9405

2.97
9018

P.O.T. 0+45.00
PC 1+47.48

2.01 AC
9039

198

PT 2+25.54

30

30

298.59
328.59

MEMORIAL PARK
(260')

GRAKON
(198')

6.73 AC
9017

0.30

100

100

100

100

631.29

632.11

092224
31131

*Amended
see last
p.*

AGENDA ITEM

SUBJECT:

2001 City of Des Moines Comprehensive Transportation Plan

ATTACHMENTS:

1. Resolution No. 921
2. Draft Resolution No. 02-259 Adopting the 2001 City of Des Moines Comprehensive Transportation Plan
3. ~~Draft December 2001 City of Des Moines Comprehensive Transportation Plan~~

AGENDA OF: December 5, 2002

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: November 22, 2002

CLEARANCES:

[] Finance

[X] Public Works *W. Andrews*

[X] Legal *C. Amy*

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *A*

Purpose and Recommendation:

The purpose is to hold a public hearing and adopt the 2001 City of Des Moines Comprehensive Transportation Plan.

Suggested Motions

"I move to approve Draft Resolution 02-259 adopting the December 2001 City of Des Moines Comprehensive Transportation Plan."

Background:

In 1992, the city adopted an interim Transportation Element as part of the updated Greater Des Moines Comprehensive Plan (GDMCP) to comply with requirements of the Washington State Growth Management Act (GMA). In 1993, the city adopted the Comprehensive Transportation Plan. The GMA requires inclusion of a transportation element in a mandatory comprehensive plan for any incorporated area. Likewise, the GMA requires that the Transportation Element address transportation needs at least ten years in the future. Not only must the transportation element identify transportation facility and service improvements that would occur concurrent with new development, it must also be compatible with the adopted land use plan and include items such as transportation service standards and a realistic financing program. The GMA also encourages close coordination between adjacent jurisdictions. The interim Transportation Element forecasted 2003 transportation conditions, guided the implementation of transportation improvements, and provided policy guidance for development review.

The "City of Des Moines Comprehensive Transportation Plan" (CTP) is the document which is used by Council, staff, citizens and other interested parties to plan for the future needs of the City's core arterial system. This Draft Plan contains an analysis of projected transportation needs out to the year 2020 based on the expected City and area wide growth. The CTP is a very key document since it is used as an important element in arriving at which projects should be included in the "City of Des Moines Capital Improvement Plan" (CIP). Transportation projects can be prioritized based on the detailed analysis of expected future needs.

The existing approved CTP is nearly ten years old and does not contain recent annexations in the south part of the City; recent changes in expected density of use such as Pacific Ridge; and the latest information on completed and soon to be completed projects. Given the fact that the City is surrounded by many other jurisdictions and is affected by a number of governmental agencies, the updated CTP must take into account their activities as often times their decisions have a profound effect on the City's transportation network (an example being the proposed SR 509 project).

Discussion:

The City Council Public Safety and Transportation Committee (PS&T) has spent a great deal of time over the last 2 1/2 years reviewing the CTP. On October 24, 2002 the PS&T Committee recommended that the CTP be submitted to Council for adoption.

The Comprehensive Transportation Plan has been made available to the public as directed by Council Resolution No. 921 (December 13, 2001), and copies have been sent to neighboring jurisdictions and utilities for their review in order to provide better coordination of future planning between Des Moines and these agencies.

Alternatives:

Council could choose not to adopt the 2001 City of Des Moines Comprehensive Transportation Plan or approve with changes.

Financial Impact:

There is no direct cost incurred by adopting the CTP, however the CTP does play an important part in planning for future financial impacts regarding the City's transportation system.

Recommendation/Conclusion:

The PS&T and Staff recommend that Council adopt the 2001 Comprehensive Transportation Plan.

Concurrence:

PS&T Committee
Legal
Finance

RESOLUTION NO. 921

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, adopting a draft comprehensive transportation plan for the City of Des Moines, proposed for the years 2001 through 2020, inviting public comment on the draft plan, and directing that the draft plan be considered for final adoption following a public hearing process and/or as a possible amendment to the City's Comprehensive plan, as provided in Chapter 18.84 DMMC.

WHEREAS, the City Council Public Safety and Transportation Committee has been overseeing key elements of the plan in numerous meetings over the last two years, and the chair of said committee has summarized the results as part of his reports to the full Council, and

WHEREAS, the comprehensive transportation plan was last adopted in 1993 and numerous conditions and circumstances have changed since that time, necessitating the adoption of an updated comprehensive transportation plan, and

WHEREAS, the draft comprehensive transportation plan is consistent with and implements the Greater Des Moines Comprehensive Plan, and specifically, the Transportation Element of the Greater Des Moines Comprehensive Plan, and

WHEREAS, the comprehensive transportation plan implements the Greater Des Moines Comprehensive Plan by identifying and prioritizing improvements to the areas transportation system, and by identifying appropriate revenue sources, and

WHEREAS, the comprehensive transportation plan implements the Greater Des Moines Comprehensive Plan by providing a multi-year improvement program with funding strategies that will guide Administration during the annual the preparation of capital improvement programs, and

WHEREAS, the draft comprehensive transportation plan is consistent with the transportation plans of affected agencies, and

WHEREAS, based on the information presented, the City Council finds it to be in the public interest to adopt the draft comprehensive transportation plan attached to this resolution, and release it for public review and comment; now therefore,

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

Sec. 1. The City Council adopts the draft comprehensive transportation plan for the City of Des Moines, proposed for the years 2001 through 2020, which is attached to this resolution as Attachment "1" and by this reference incorporated herein.

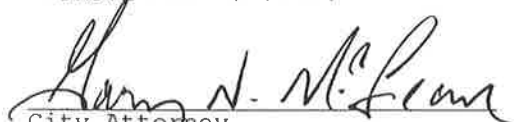
Sec. 2. The draft plan may be revised from time to time, and public comment regarding such plan may be solicited before or during the process of considering 2002 amendments to the Greater Des Moines Comprehensive Plan. Following review and public comment, it is the intent of the City Council to adopt a final Comprehensive Transportation Plan and possibly incorporate the draft transportation plan into Chapter 15.5 of the Greater Des Moines Comprehensive Plan during the Comprehensive Plan amendment process, which shall be conducted as provided in Chapter 18.84 DMMC.

Sec. 3. Any final Comprehensive Transportation Plan should be reviewed annually in order to aid in the preparation of the City's six-year transportation improvement program and capital improvement plan.

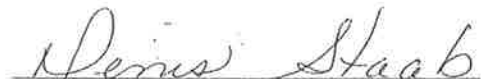
ADOPTED BY the City Council of the City of Des Moines, Washington this 13th day of December, 2001 and signed in authentication thereof this 13th day of December, 2001


MAYOR

APPROVED AS TO FORM:


City Attorney

ATTEST:


City Clerk

PUBLIC WORKS FIRST DRAFT 11/22/02

DRAFT RESOLUTION NO. 02-259

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, approving the Comprehensive Transportation Plan for the City of Des Moines, Final Report, December, 2001 version, and superseding and repealing Resolution No. 739.

WHEREAS, the city council commissioned the TRANSPPO Group to prepare a city-wide transportation plan to provide a guide for improving the transportation system of the city of Des Moines to meet existing and future travel needs, and to provide a reference resource for the development of elements of the comprehensive plan and otherwise, and

WHEREAS, the city of Des Moines comprehensive transportation plan was developed through an interactive process of the Public Safety and Transportation Committee, city staff and the TRANSPPO Group, and

WHEREAS, the TRANSPPO Group submitted its final report dated August 18, 1993, and the city council adopted the report as the comprehensive transportation plan for the city of Des Moines in Resolution No. 739, and

WHEREAS, the city council has since commissioned the TRANSPPO Group to prepare modifications to the comprehensive transportation plan for the city of Des Moines, and

WHEREAS, the modifications to the comprehensive transportation plan were developed through an interactive process of the Public Safety and Transportation Committee, city staff and the TRANSPPO Group, and

WHEREAS, the TRANSPPO Group submitted its updated report dated December 2001; now therefore,

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

Sec. 1. The Comprehensive Transportation Plan for the City of Des Moines, Final Report, dated December 2001, prepared by the TRANSP0 Group, consisting of ninety-one pages of text, graphics, and a transportation model data appendix, is adopted as the comprehensive transportation plan for the city of Des Moines.

Sec. 2. Resolution No. 739 ^{and Resolution No. 921} ~~is~~ ^{are} superseded and repealed.

ADOPTED BY the city council of the city of Des Moines, Washington this ____th day of December, 2002 and signed in authentication thereof this ____th day of December, 2002.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Year 2003 Budget Policy Issues

FOR AGENDA OF: December 5, 2002

DEPT. OF ORIGIN: City Manager's Office

ATTACHMENTS:

DATE SUBMITTED: November 27, 2002

- Reinvesting in Youth Information
- Human Services Application Material
- Engineering/Transportation Tasks List

CLEARANCES:

[] _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this report is to present to the City Council various budget issues for discussion and direction. This report is amended to reflect additional issues not included in previous versions and Council action at the November 14, and 21, 2002, meetings.

Background

As of the date of this report, staff has presented most of the operating budgets to the City Council for review and discussion. From those discussions, staff has put together the following list of issues for Council discussion and direction.

Discussion

1. Ending Fund Balance – The Budget Conceptual Plan use a 2002 ending fund balance figure of \$395,000. This figure was developed in mid August. With several more months of expenditure and revenue data available, staff is now projecting an ending fund balance of \$695,271. One reason for this higher figure is the estimate of expenses for the remaining part of the year we used when we put together the original estimated fund balance were much higher than what we now expect them to be. For example, we assumed several positions would be filled by now that were vacant in August (e.g. the Planning Manager position). These are costs that we did not incur. Also, we did the original estimate on a cash basis, not counting revenue received in January but related to December activity in the balance. For example sales taxes from sales that occur in December are received in January, and sometimes February, of the following year.

Question: Does Council want to leave these funds in the fund balance or allocate them to some other part of the budget?

2. Property Tax – At its November 14, 2002, meeting, the City Council adopted an ordinance to increase the property tax revenue to be collected in 2003 by 1% over the collections for 2002.
3. Human Services Budget. – The Human Services budget currently allocates funds to various service providers as recommended by the Human Services Advisory Committee. Council may elect to approve these recommendations as submitted or change the allocations by either moving funds from one provider to another or allocating more funds from another source, such as the fund balance or one-time revenues. Councilmember Steenrod had requested that Council discuss the “Reinvesting in Youth” program for possible funding. Attached are the applications submitted for human services funds, the guidelines the committee uses as it puts together its recommendations, and the information regarding “Reinvesting in Youth” that had been distributed to Council in September.

Question: Does Council want to leave the Human Services budget as proposed by the Human Services Advisory Committee or does Council want to reallocate the funds in some other manner or increase the overall level of funds in this budget?

4. Historical Society – The City pays for the rental of space at the Odd Fellows Hall for the Des Moines Historical Society. Council questioned whether or not it belonged in the Memberships budget. Staff recommends moving it to the All City Buildings budget.

Question: Does Council want to move the funds for the Historical Society’s rent to the all City Buildings budget?

5. Economic Development Council (EDC) – The City has not been a member of the EDC for several years. Councilmembers indicated a desire to consider joining. The cost is \$2,960.00 (\$0.10 per capita).

Question: Does the Council want to budget funds to join the EDC?

6. Airport Defense – The Airport Defense Fund has been allocated \$150,000 of utility taxes for 2003. The Airport Communities Coalition has requested \$200,000 from Des Moines.

Question: Does the City Council want to allocate an additional \$50,000 now or wait until ACC has determined if needs this level of funding mid-year?

7. Efficiency Studies – During discussions with both the full City Council and the Finance and Economic Development Committee, councilmembers asked that staff look into how much it would cost to bring consultants in to review/study departmental operations to see if there are any efficiency

and cost savings measures that could be implemented. Efficiency studies/operational reviews can cost anywhere from a few thousand dollars to tens of thousands. Generally, a reasonably thorough review of an operation, such as the building permitting process, personnel processes, or street maintenance activities will run between \$5,000 and \$15,000. Staff has proposed funding of \$45,000 for a rate and efficiency study for the SWM function.

Question: **Does Council want to allocate funds for such studies in one or more of the following budgets?**

- § Surface Water Management (\$45,000)
- § Community Development
- § Parks, Recreation and Senior Services
- § Engineering
- § Personnel
- § Finance
- § Information Technology
- § Street Maintenance

37
3
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12
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(4)
1.283

8. Revenue Stabilization Fund – The balance of this fund is currently \$1.4 million. With the loss of I-695 backfill money, the formula for this fund stipulates a funding level of \$1 million.

Question: **Does Council want to leave this balance as it is or move \$400,000 into the General Fund fund balance?**

9. Hotel/Motel Tax – During his presentation regarding the Governor's economic development conference in Spokane, Ed Coumou, President of the Des Moines Chamber of Commerce, suggested that the City consider instituting a hotel/motel tax and use the proceeds—estimated to be between \$18,000 and \$20,000 per year—to fund activities aimed at increasing/supporting tourism. Revenue from this type of tax is limited to these types of expenditures. In addition, a board, that must include representatives of the hotel/motel industry, oversees these funds.

Question: **Does Council want to consider a hotel/motel tax?**

10. I-790 – This initiative appears to have been approved by the voters. It changes the police and firefighter's pension system, potentially increasing the amounts that must be paid to provide mandated benefits. The Association of Washington Cities and the State's actuary's estimate that the employer share of the pension premium will go from 2.86% of payroll to 16.08% of payroll in July 2003. (The rate was slated to increase on July 1, 2003 to 3.25%.) Staff estimates that the potential cost of I-790 to be \$176,000 for 2003 and \$350,000 for 2004. We simply won't know what the impact is until more analysis is done. In addition, since enabling legislation must be adopted by the legislature (per the Initiative), the exact impacts of the Initiative are unknown at this time. The Council may want to set aside a portion of the estimated 2002 ending fund balance to fund this potential expense, use some of the one-time revenue expected in 2003 or Revenue Stabilization money to fund this expense, institute one or more of the cuts that were not taken to deal with this potential expense, or wait until additional analysis has been complete.

look
may
Spending
Initiative
County

Question: Does Council want to set aside any funding or make cuts now to deal with the potential impacts of I-790 (and if so which option does Council want to consider), or wait until further analysis is complete?

11. I-776 – With the passage of I-776, Des Moines stands loose approximately \$270,000 in vehicle registration revenue. The City has used this revenue to fund street overlays. King County, however, has indicated that it intends to continue charging the fees that I-776 repealed. The assumption would be that the City will receive some of the \$270,000 in 2003. In addition, several entities, including Sound Transit, have indicated that they are considering a legal challenge to I-776. Council may take action now to reduce the overlay portion of the Arterial Street Fund, replace this revenue using one of the sources noted in the discussion of I-790, or use one of the cuts not taken to free up funds for overlays. Council could also wait for results of the legal challenges, leave the funding level for the overlay program as it is currently proposed, and instruct staff to bring the issue back to Council for discussion when more is known.

Question: Does Council want to make changes to the budget now to remove this funding from the Arterial Streets budget, move funds from another source into this budget, or wait until more is known?

12. L&I Premiums – During discussions of the department budgets, it was pointed out that the L&I premiums for all employers were slated to go up by an average of 51% in 2003. Staff has recently learned that the City of Des Moines premiums will increase by 82%. The dollar value of this increase in premium is approximately \$85,000. The City's increase above the average is due mainly to the fact that the City's experience rating went up because three employees suffered major on-the-job injuries in the last six years. Since this is a cost the City must, by law fund, the Council may use any one of the options noted above address it.

Question: How does Council want to deal with the increases in the L&I premiums?

13. Mt. Rainier Swimming Pool – At the November 21, 2002, meeting, the City Council decided to commit up to \$75,000 of funds from the expected 2003 one-time revenues to the effort to keep the Mt. Rainier Swimming Pool open in 2003.
14. Capital Budget Priorities – At the November 7, 2002, meeting, the City Council expressed the desire to prioritize, add, and delete items in the Municipal Capital Improvement, Surface Water Management, and Arterial Streets budgets. When moving, adding or deleting projects, Councilmembers should keep in mind that they may or may not be able to apply funding from one project to another. Also, Council may elect to use reserve or one-time revenues to fund projects or choose to implement one of the budget cuts that was not taken in the Conceptual Budget Plan.

Question: What, if any, changes to the capital budgets does the City Council want to make?

15. Airport Defense Fund loan – At the October 31, 2002, City Council meeting, Councilmember Thomasson suggested that the Council may want to consider “forgiving” the loans that the Airport Defense Fund owes to the General Fund and the Revenue Stabilization Fund, since both funds are funded by general tax dollars. The total outstanding loan to the General Fund is \$70,000. The amount owed to the Revenue Stabilization Fund is \$353,646.

Question: **Does the Council want to “forgive” the loans to the Airport Defense Fund?**

16. Support for Transportation Projects – The Public Works Department is responsible for all transportation related projects and activities in the City. The attached list provides greater detail. The Pacific Highway South project is arguably the largest and most important transportation project the City has ever undertaken. It is critical that great care continues to be taken in the execution of each element of the project to be sure that it is completed on time, within (or under) budget and with as little impact as possible to the business along the project route. Given all the other projects and tasks that the Transportation Engineering staff is responsible for (the staff consists of one assistant city engineer, a civil engineer, and an engineering technician), it is staff’s recommendation that another civil engineer be authorized for at least the next two years to provide support to the City’s transportation efforts. It is estimated that the first year cost, including wages and benefits, would be \$75,000. This position could be funded through the Arterial Street Fund.

Alternatives

None.

Recommendation

Staff asks for the Council to provide direction on these issues so a final budget can be developed.

Concurrence

None.

REINVESTING IN YOUTH

A COMMUNITY PARTNERSHIP

August 27, 2002

COUNCIL - FYI 4-10

Dear Colleague,

"An ounce of prevention is worth a pound of cure."

We would like to bring to your attention **Reinvesting in Youth**, a project that needs and deserves your support. **Reinvesting in Youth** is a county-wide initiative that will significantly reduce the number of youth in your city who are getting into serious trouble. It is led by a **Steering Committee** that is chaired by **King County Prosecutor Norm Maleng** and includes representation from suburban cities, the **City of Seattle**, **King County**, the **State Legislature**, the **County Sheriff**, chiefs of police, school district superintendents and **United Way**. The Executive Director of **Reinvesting in Youth** is **Jim Street**, a retired Superior Court Judge and former member of the **Seattle City Council**.

This fall we will be seeking \$10-15 million in foundation support to substantially increase the resources for prevention and intervention services in our county. More specifically, **Reinvesting in Youth** will invest in nationally proven programs of intervention for youth and families who have been identified as being at high risk of committing juvenile and adult crimes. We intend to demonstrate the long run feasibility of a model that makes front end investments in programs that have been proven to save substantially more in public safety dollars than they cost. We will seek legislative and policy changes at the state and local levels that will permit us to capture those savings and reinvest them to sustain those programs after the foundation dollars are spent.

The **Annie E. Casey Foundation** has already put \$225,000 into the development phase of **Reinvesting in Youth** because it believes that this project has the potential to be a national model for how dollars can be cost effectively shifted from incarceration to prevention. We have also received \$150,000 in grants from the **Department of Justice** and two local foundations, and the **City of Seattle** has funded most of the administrative costs including two staff.

The **City of Seattle** has committed to continue to provide fifty percent of the administrative costs for **Reinvesting in Youth** for the foreseeable future (\$110,000) provided that the other fifty percent can be funded by **King County** and suburban cities. We know that in any case the foundations will require that a broad array of local governments demonstrate sufficient interest and support for this project before they put into it their much larger contributions.

Reinvesting in Youth

Mission

To reduce the number of Seattle/King County youth entering the juvenile justice system by investing in proven programs, capturing cost savings and reinvesting in additional prevention services to achieve a sustainable and more efficient use of taxpayer money and reduce the number of future victims.

Obstacles to Reform

- Communities have not found the will or the means to simultaneously fund the deep-end costs of the juvenile justice system and the front-end investments in prevention programs needed to generate deep-end savings.
- The existing separation of the juvenile justice system and youth services is a fundamental disincentive for any one organization or jurisdiction to make the needed investments that will accrue to other agencies.
- Few prevention and early intervention strategies that meet strict standards of cost-effectiveness to prevent crime and violence are being used in Seattle/King County.

Strategy

- Use major foundation grant funding to make initial investments in proven intervention and prevention programs to demonstrate that significant savings in juvenile justice and other deep-end programs can be made.
- Capture savings and reinvest them in additional proven programs to create a sustainable and budget-neutral system of cost savings reinvestment.
- Develop and implement a plan to target funding of juvenile justice and youth services and to increase coordination with related agencies to ensure that budgets are most efficiently used, proven programs are being implemented whenever appropriate, and the populations most at risk are being targeted.
- Establish a partnership among Washington State, King County, Seattle and other cities, schools, foundations and nonprofit service providers. This coalition of interests will permit the needs of the whole system to be considered together and eliminate disincentives to investment in prevention.
- Employ rigorous, independent evaluation to measure outcomes. Disseminate the results broadly as the potential basis for statewide and national reform.

We're spending 60% of our youth dollars on institutions and residential treatment tied to juvenile justice. If we were a business, and these were our repair costs, we'd do something about it. We'd invest in preventive maintenance, in quality control, whatever it takes to get a better product, and it would cost less.

Norm Maleng, King County Prosecutor

Crimes Avoided/Dollars Saved: Reinvesting Making a Difference

- After first 5 years – 2,500 fewer court referrals; 3,230 crimes avoided
- Over lifetimes of youth served in first 5 years – 11,550 crimes avoided
- Generates \$16,500,000 in criminal justice savings in first 5 years
- Changes the lives of children and their families

REINVESTING IN YOUTH

Steering Committee Membership

- Norm Maleng** – King County Prosecutor; Steering Committee Chair
- Terry Anderson** – Councilmember, City of SeaTac
- Robert Boruchowitz** – President, Public Defender Association
- Jeanne Burbidge** – Mayor, City of Federal Way
- Edith Chambers** – Representative, Minority Executive Directors' Coalition
- Jim Compton** – Seattle City Councilmember; Chair, Public Safety Committee
- Ed Crawford** – Kent Police Chief
- Mary Lou Dickerson** - Chair, State House Juvenile Justice Committee
- Luke Esser** – Member, State House Judiciary Committee
- Don Felder** – Citizen
- Larry Gossett** – Chair, King County Council Law, Safety and Human Services Committee
- Vince Hayes** – Representative, South King County Community Network
- Laura Inveen** - Presiding Judge, King County Juvenile Court
- Gil Kerlikowske** – Seattle Police Chief
- Jeanne Kohl-Welles**, Member, State Senate Human Services and Corrections Committee
- Conrad Lee** – Bellevue City Councilmember
- Lois Nicholas** - Region Director, State Juvenile Rehabilitation Administration
- Greg Nickels** – Mayor, City of Seattle
- David Okimoto** – United Way
- Joseph Olchefske** - Seattle Public Schools Superintendent
- Dave Reichert** - King County Sheriff
- Dino Rossi** - Member, State Senate Ways & Means Committee
- Michael Silver** - Tukwila Public Schools Superintendent
- Ron Sims** - King County Executive
- Bob Stutz** – Region IV Deputy Administrator, Dept. of Social and Health Services
- Jeri White** – King County Youth and Family Services Association

RISK LEVEL BY HEALTH PLANNING AREA
Based on Assessments of Youth Referred to King County Juvenile Court
For One Year

Health Planning Area	Number of Youth with Moderate or High Risk of Re-offense
Auburn	107
Bellevue	64
Bothell/Woodinville	19
Central -- Seattle	57
East/Northeast County	25
Eastgate/Issaquah	34
Federal Way	82
Highline/Burien	112
Kent	93
Kirkland/Redmond	76
Mercer Island	7
North Central -- Seattle	20
North of Canal -- Seattle	56
North Seattle/North County	94
Renton	100
Southeast County	77
Southeast Seattle	211
Vashon	12
West Seattle -- Seattle	100
White Center/Skyway	133

DES MOINES
THE CARING COMMUNITY

DES MOINES
HUMAN SERVICES
PLAN

April 3, 1997
Wendy A. Morgan
Consultant

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**City of Des Moines
Human Services Plan**

CITY COUNCIL..... Scott Thomasson, Mayor
Terry Brazil, Mayor Pro-Tem
Bruce Roberts
Robert Sheckler
Dan Sherman
Gary Towe
Don Wasson

HUMAN SERVICES ADVISORY COMMITTEE..... Gary Towe, Chair
Earline Byers, Co-Chair
Pat Colgan
Karen Hendrickson
Jean Heuston
Brooks Powell
Stephen Soukasene

CITY STAFF..... Bob Olander, City Manager
Patrice Thorell, Park & Recreation Director
Sue Padden, Senior Services Manager
Rita Perkins, Senior Program Coordinator
Park & Recreation Department
Police Department
Community Development Department

DES MOINES HUMAN SERVICES PLAN

- (1). **Introduction:** The Des Moines Human Services Plan is the result of the City's interest in developing an updated definition of human services and a set of policies and strategies which reflect not only the community's needs, but the community's resources. The policies and plan are the result of research, needs assessments, and public opinion outlined below.

- (2). **Methodology:** Research consisted of interviews with current service providers, review of demographic information and other Des Moines area data. Interviews with City officials were scheduled along with questionnaires sent to other local government officials and funders in South King County.

Citizen input included 159 completed surveys at the Des Moines Nibble, 45 completed surveys at the Des Moines Open House, 2 group discussions at the Des Moines Community Summit and 30 key leader interviews. In addition the consultant attended 4 meetings of the Des Moines Human Services Advisory Committee, 5 meetings regarding planning and evaluation of the Des Moines Community Summit and 2 City Council meetings.

- (3). **Data Analysis:** Data was analyzed in answer to questions generated by community discussion and direction by the City Administration.
- (4). **Policies:** Five policies are defined regarding the City's role with human services. These policies take into account existing resources both within the City and the community in an effort to set achievable goals, reach the largest number of citizenry and carry out the intent of the City's definition and role in human service provision and funding.

EXECUTIVE SUMMARY

"Des Moines, the Caring Community," is the title of the 1996 Human Services Plan. The concept of "caring" is in the mission statement of the City, the vision of the Council and the work of City Departments. The Human Services Program is one part of this overall commitment by the City of Des Moines to its residents.

Human services are those resources available to the Des Moines Community which make it possible for citizens to live with dignity and purpose. Those include food, shelter, clothing, services for personal safety, prevention, information and referral.

Based on this definition of human services, the City has established the following priorities for funding:

- Priority One: Those services which help meet basic and emergency needs (food, safety, shelter and clothing).
- Priority Two: Programs which are preventative in nature and promote healthy, violence-free families and self-dependence.
- Priority Three: Programs which seek to maintain and enhance the quality of life in persons whose human basic needs are already met.

As the City of Des Moines participates in human services program planning and funding, these priorities are designed to keep a focus, to measure contribution and outcomes of human services funded by the City, and it helps to define the roles and responsibilities of City staff as they work with the community and human service providers.

Human service needs are defined by public perception, current and projected demands for services, census data, income data, information about family structure, and crime data. Through a series of public opinion surveys, key leader interviews and research, the following are found to be indicators of human service needs in Des Moines:

- (1). Based on a series of 30 key leader interviews and 204 questionnaires along with two community summit planning meetings, the following issues emerged as human service needs or concerns in the City of Des Moines:

- Emergency Assistance such as food, shelter, and clothing
- Crime
- Poverty, meaning the lack of money for basic needs
- Public transportation
- Affordable child care
- Domestic Violence
- Affordable and transitional housing
- Affordable health and dental care
- Youth programs
- Centralized, well identified human services (need for more information and referral about services)

- (2). There are a significant number of residents who either live in some form of subsidized housing, receive some form of financial assistance and/or receive free or reduced lunches.
- 192 live in public housing
 - 994 live in subsidized housing
 - 1,564 receive some form of financial aid
 - 1,322 receive free or reduced lunches
- (3). Reported cases of domestic violence continued to increase each year between 1993 and 1995. Reported child abuse cases were reduced in 1995 from earlier years. Victim crimes continue to be a problem in Des Moines.
- (4). Human Service programs currently funded by the City of Des Moines report increased demand for assistance by Des Moines residents.
- (5). The mix and numbers of Des Moines residents remains constant with the exception of annexations, one of which will occur in January, 1997 with the addition of Woodmont and parts of Redondo. 22% of the population is under age 18 and 13% of the population is over 65. 65% of the population is between 19 and 64 years of age.

Accessing human services is a critical concern of Des Moines residents. 90% of the 30 key leaders interviewed for the human services update stated that people are unable to get services because they do not know where to go to get help. 63% said that people could not get services because transportation was not available, and 46.6% said that limited English skills were barriers. Another 40% said that there were few services located in Des Moines.

Welfare reform impacts are still not fully known for the Des Moines area. Letters are currently going to Des Moines residents notifying them of decreases in food stamp benefits and cuts in aid to legal immigrants.

Other South King County cities are providing funding for human services, most often in the 1-2% range of their general fund budget. Most cities combine community development block grant funding with general funds for human service staffing and contract services for residents. Most cities have human services plans, and many are working closely with their local school districts, human services agencies, health departments and residents to provide a coordinated and collaborative approach to human services.

HUMAN SERVICES POLICIES

Because human services are an integral part of the Des Moines "Caring Community," the following policies are provided in an effort to maximize the resources available to assist Des Moines residents. These policies seek to provide adequate resources for leveraging additional funding, creating effective and innovative problem-solving including strengthening community approaches to deal with emergent issues.

- (1). **Annual 1% General Fund Human Services Allocation.**
The City shall plan an annual budgetary allocation of 1% general fund tax revenues to be distributed through grants to agencies providing human services to Des Moines citizens.
- (2). **Human Services Advisory Committee.**
The Human Services Advisory Committee shall advise City Council on distribution of the 1% funding for human services as part of the annual budget process as outlined in DMMC 4.48, and other human services related issues as directed by Council.
- (3). **Year-Round Community Based Human Services Effort.**
The City of Des Moines shall encourage community involvement by individuals, organizations, churches and businesses committed to human services efforts such as: centralizing human services within the City, improving information and referral, and advocating for improved public transportation.
- (4). **CDBG Funding for Improved Quality of Life.**
A portion of Des Moines annual CDBG allocation shall support programs such as: basic human service needs, capital housing, economic development, and home repair programs to improve the quality of life for low and moderate income persons.
- (5). **Human Services Planning.**
The City of Des Moines shall participate with local and regional human services planning organizations where participation will further the priorities and policies of the plan, and when authorized by the City Council.
 - King County Human Services Roundtable
 - South King County Housing Forum
 - The South King County Youth Violence Prevention Committee

What should a definition of human services be for the City of Des Moines?

In 1991, the City of Des Moines completed a preliminary human services planning process which set out the following vision for human services:

"Those resources available to the Des Moines community which make it possible for citizens to live with dignity and purpose. Those resources include those which enhance life, prevent problems and assist with problem solving."

Between 1991 and 1996, the City has operated with the following definition of human services:

"Those resources available to the Des Moines community which make it possible for citizens to survive by providing for their basic needs – food, shelter, clothing, safety and information about where to find other services and programs they may need."

In 1996, in preparation for a new human service plan, the City of Des Moines commissioned a consultant to conduct citizen surveys including 30 key leader interviews designed to recommend a revised definition of human services. Slight modifications to the earlier definition emerged from a survey of 204 citizens, 30 key leader interviews and the review of the Des Moines Human Services Advisory Committee.

"Human services are those resources available to the Des Moines community which make it possible for citizens to live with dignity and purpose. Those include food, shelter, clothing, services for personal safety, prevention and information and referral."

Based on this definition of human services, the City of Des Moines has established the following priorities for funding:

- | | |
|-----------------|---|
| Priority One: | Those services which help meet basic and emergency needs (food, safety, shelter and clothing). |
| Priority Two: | Programs which are preventative in nature and promote healthy, violence-free families and self-dependence. |
| Priority Three: | Programs which seek to maintain and enhance the quality of life in persons whose human basic needs are already met. |

This definition of human services was derived in large part from community surveys and key leader interviews. Citizens agreed that providing emergency assistance, food, shelter, clothing, information and referral and help for victims of domestic violence were central to a concept of human services. In addition, high priority was placed on helping people

help themselves and preventing problems before they happen. TABLE 12 in Appendix A of this report provides a summary of the highest ranking choices.

In addition, Key Leader interviews included high ratings for issues not listed in the briefer surveys:

- Providing transitional assistance
- Providing senior programs
- Providing employment assistance
- Creating a caring community
- Providing child care
- Providing parent education

During discussions with key leaders and others involved with city government, the theme of "helping people help themselves" was evident. Des Moines is following a regional and national trend toward outcome-based human services in which the services are offered to assist individuals and families toward improved health, safety and self-sufficiency. This is a definition based in the belief that by ensuring available services, local governments can also strengthen neighborhoods and communities to reduce some problems and resist the growth of others.

What are the basic values in Des Moines?

It is important to look at the basic values in Des Moines as expressed by those who answered the surveys, the key leader interviews and other indicators of basic community values. Citizens responding to the questionnaires indicated that they liked the "small town atmosphere of Des Moines." They viewed the City as a "caring and friendly community." Respondents also liked the location, natural setting, waterfront, and access to the freeways and shopping. TABLE 13 in Appendix A provides additional information from the surveys about City values.

The City's guiding principle is its mission listed below: "The mission of Des Moines City Government is: To enrich residential living by providing leadership, administration and community services that reflect the pride and values of Des Moines." The City's vision statement is "A friendly and safe waterfront community." City government imperatives include the following value statements:

- We commit to: responsive and accessible government; respect for the diverse opinions and populations that enrich our community; fostering partnerships that maximize our resources; involving our citizens and enhancing our community.
- We commit to: ensuring personal and community safety and security and protecting property.

What are the indicators of need for human services in Des Moines?

The definition of human services for the City of Des Moines is based not only on the surveyed opinions of residents and leaders, but also on data available from local sources which serve the Des Moines area. Indicators of need for human services are found in data from the following sources; reports from human service providers funded in 1995 by the City of Des Moines; population characteristics taken from census data; information from the King County Housing Authority; data from the Department of Social and Health Services regarding the numbers of Des Moines residents receiving state/federal aid; information from the Highline School District regarding free and reduced lunches; crime data from the Des Moines Police Department; information from the 1996 Des Moines Community Summit; and, a summary of the interviews completed for the human service plan.

Current Funded Human Service Programs: The City of Des Moines funded the following human service providers in its 1996 budget. Services provided by each of these agencies reflect the community need for assistance.

Catholic Community Services: Provides counseling and emergency assistance giving direct help to Des Moines residents who need food, clothing, shelter, utilities, medical or gas vouchers. Services are located at St. Philomena's Church.

Child Care Resources: Provides information and referrals to parents seeking child care in King County.

Domestic Abuse Women's Network: Provides safety and support services to victims of domestic violence.

Crisis Clinic: Provides telephone crisis intervention and information and referral services.

Des Moines Area Food Bank: Serves those in need with quality foods with sensitivity to those in need of special diets.

Adult Literacy Programs: Provides classes and tutoring for people who need help with Adult Basic Education, English as a Second Language and GED preparation. Services located at Highline Community College.

King County Sexual Assault Resource Center: Provides no-cost support and counseling services to victims of sexual assault and their families.

Des Moines Police Chaplain's Emergency Fund: Assists local residents with emergency needs through donations by the City of Des Moines, individuals and local churches.

Pregnancy Aid of South King County: Provides immediate, confidential help to any pregnant woman from South King County.

Des Moines Community Schools Project: Provides a model for school change through parent and community involvement. Services located at Parkside Elementary School.

In their applications for 1997 funding, these organizations indicated unmet needs which would be part of their service goals as funding was available. TABLE 1 on the next two pages provides an overview of the level of need, the area of service, and the proposed strategy(ies) for meeting the level of need.

TABLE 1: 1997 DES MOINES FUNDED HUMAN SERVICES REPORTED
COMMUNITY NEEDS, AREAS OF SERVICE AND STRATEGIES

Level of Need	Agency	Area of Service	Strategies
60% of families at Parkside and Olympic are low income; families have a mobility rate of 40-60% per year; families often need food, clothing and shelter; academic achievement is low and referrals to special education are up.	Community Schools Project at Parkside Elementary School	Community Mobilization and Prevention Program	Increase parent and community involvement; Establish diverse school site councils; begin dialogue with parents and community; establish a parent led Family Center at each school.
Increased demand for food because of increased single parents; elderly, mentally and emotionally ill people.	Des Moines Area Food Bank	Emergency service and transitional service	Help people survive by filling the gap of not enough money for food. Help stabilize families because they know they can get food to survive.
The numbers of women using the community advocacy program, the crisis line, shelter, legal advocacy, support groups increases each year. If numbers continue to increase from the first 3 months of 1996 through the year, there will be a 30-40% increase in demand for services.	Domestic Abuse Women's Network	Emergency services that provide for safety and security for victims of domestic violence.	Provide aid and support to victims of domestic violence, legal assistance, shelter and advocacy to get needed resources to be safe until plans can be made.
Increase in number of low income children in South King County; increase in families needing to know about where to get cost effective licensed child care.	Child Care Resources	Prevention program that provides info about licensed child care	Provide info about licensed child care providers; help maintain quality by giving training opportunities for providers.
Need for information and referral and crisis counseling by telephone.	Crisis Clinic	Emergency assistance and prevention	Assist individuals to find the help they need through the crisis and prevention of future problems.

Level of Need	Agency	Service	Strategies
Increased need for emergency assistance to find resources for rent, utilities, food, clothing. Increased need for counseling assistance to help people articulate their needs and follow through getting help. (Mentally and emotionally ill people very much in need of attention.)	Catholic Community Services	Emergency service and prevention of problems	Provide emergency assistance to help families stabilize their living and work through crisis. Counseling and case management to prevent institutionalization of mentally and emotionally ill people.
In May, 1996, already served same number for all of 1995 (24) with crisis intervention services, or information and referral, or legal and medical advocacy or children's therapy.	King County Sexual Assault Resource Center	Emergency services and community education to prevent problems	Provide crisis intervention services for victims; information and referral, legal & medical advocacy; help victims survive and defend their rights.
Increase in numbers of people needing help with utility bills, homeless needing housing, domestic violence victims needing housing, emergency assistance for gas, food and medicine.	Des Moines Police Chaplain's Fund	Emergency assistance	Help low income individuals get through crises so that they can be better able to make plans for next weeks and months.
Expected increase in the numbers of children, men with infants, and pregnant and parenting women needing food, clothing and related baby items.	Pregnancy Aide	WIC nutrition and food, clothing, and furniture for babies and their parents	Help low income women, men, their infants and children with basic needs -- food and clothing.
Expected increase in the numbers of low income families, including teen parents and single parent families.	Parent Place, Highline Community College	Parent education, information and referral	Assist low income parents with parent education, individual consultations and resource materials.
About 1/3 of Parkside parents are unable to read and are either in or waiting for ESL classes.	Highline Community College Adult Literacy Program	Prevention Program	Help parents of students to read so they can help them understand lessons and America and find good jobs.

Below are listed some of the population characteristics that are helpful in human service planning. Differing age groups have a variety of concerns as do those with limited English knowledge, those with special needs and those with limited incomes. These "Indicators of Human Service Needs" not only provide evidence of the need for assistance, they often provide guidance in planning human service responses to their needs. At the end of each section listed below are conclusions which relate to the human service planning process.

- (1). *Population characteristics taken from census data*
- (2). *Profile of Low Income Populations and Family Information*
- (3). *Child abuse and neglect*
- (4). *Crime occurrence in Des Moines*
- (5). *Special needs populations*
- (6). *Key leader opinions*

(1). *Population characteristics taken from census data:* Knowing the profile of Des Moines residents is helpful in human service planning. For instance, 17% of the Des Moines population is under age 18, 47% between ages 35 and 64, and 13% ages 65 and above.

While all age groups have basic needs -- food, shelter, clothing, children and youth who are 22% of the population and seniors who are over 13% of the population often have special nutritional and care needs. Their dependence on others for shelter, safety and security are directly related to their ages. The large population between ages 35 and 65 may have other needs related to their families, their employment and income, housing, and family relationship issues.

Since its incorporation in 1959, the City of Des Moines has been characterized by growth, mostly due to annexations of neighboring communities. In 1980, the population was 7,373. Ten years later, in 1990, the population was 17,283. On January 1, 1997, Des Moines will grow once again when it annexes Woodmont and part of Redondo. The total population of the City will go from around an estimated 22,790 to 29,000. TABLE 2 below includes census data from the City as it will be on January 1, 1997.

TABLE 2: AGES OF DES MOINES AREA RESIDENTS

Age Range	% of Total Population
0-11	15%
12-15	4%
16-18	3%
19-34	31%
35-64	34%
65+	13%
Total	100%

Although Des Moines is not as culturally diverse a community as other South King County cities, there is still a significant population of people of color and immigrants and refugees with limited English speaking skills. According to the Office of the Superintendent of Public Instruction, the Highline School District has the third highest number of programs for English as a Second Language in all of King County. Many of the new arrivals in Des Moines are refugees and immigrants from other countries where English was not the first language. TABLE 3 indicates the racial make-up of Des Moines. (Figures came from the Puget Sound Regional Council and the City of Des Moines Community Development Department.)

TABLE 3: RACIAL MAKE-UP OF DES MOINES CITIZENS

Race	% of Population
White (Caucasian)	89%
Black (African Amer.)	4%
American Indian	1%
Asian/Pacific Islander	5%
Other	1%

Human service planning conclusions from census data are as follows:

- (1). A significant population of children and youth (22%) and seniors (13%) may require special attention to nutrition and other dependency issues related to age.
- (2). A significant population of limited English speaking residents requires some attention to English as a Second Language and other literacy programs which help people become more independent and able to adapt to the new culture of the United States.
- (3). Population growth due to annexations brings a large number of citizens into the City at the same time. This has the potential of creating more use for services than they are equipped to handle. Assessing the need and planning for services are important parts of providing human services.
- (4). Large numbers of residents between the ages of 19 and 64 (65%) may have needs related to affordable housing, employment and training.

(2). **Profile of Low Income Populations and Family Information:** Information on the number of low income individuals and families living in Des Moines came from a variety of sources; the King County Housing Authority Section 8 and Public Housing Programs, the Washington State Department of Social and Health Services; the Highline School District free and reduced lunch programs; and, the City of Des Moines Finance Department reduced rates for seniors and disabled. Low income individuals and their

families often have need of human services to subsidize their limited resources. Many families depend on the food bank each month to help stretch their meal planning. Others count on clothing banks and cash assistance to stay warm or keep their housing when crises occur.

The King County Housing Authority provides two kinds of housing programs for low income individuals and their families in the Des Moines area -- public housing and Section 8. The primary source of income for families in both types of housing is public assistance. There are three public housing communities in Des Moines with a total of 45 units which house 192 residents. There are 337 units of Section 8 Housing in Des Moines. These are housing units occupied by individuals and/or families with Section 8 certificates issued by the King County Housing Authority. The landlord agrees to rent to the certificate holder and the rental unit is subject to an inspection by the Section 8 staff. The renter pays a reduced rent and the difference is made up by a subsidy provided by the U.S. Department of Housing and Urban Development through the King County Housing Authority. Section 8 housing can be single-family dwellings (66) or apartment units in multi-family buildings (253), or units in duplexes or triplexes (18). Of the 337 Section 8 units in Des Moines, 289 are occupied by single parent households, and 58 are occupied by one person households. There are a total of 994 Section 8 residents in Des Moines. The largest single source of their income is public assistance, then asset income, employment, social security, SSI and child support.

TABLE 4 below outlines information from the Washington State Department of Social and Health Services about Des Moines residents receiving financial assistance.

TABLE 4: 1995 FINANCIAL ASSISTANCE PROGRAMS FOR DES MOINES RESIDENTS (Department of Social and Health Services)

Financial Assistance Programs	Households Served
Aid to Families with Dependent Children	
One Parent Households	596
Two Parent Households	83
Refugee Assistance	0
General Assistance -- Unemployable	44
Presumptive Disability	13
ADATSA (Drug and/or Alcohol Treatment)	2
Food Stamps	204
Medical Assistance	
Over 65	50
Children	168
Medically Indigent	0
Disabled	261
Prenatal Care	143
TOTAL	1564

Information about the numbers of individuals and families dependent on financial assistance from the government is very useful in planning for human services, particularly in light of the proposed cuts in entitlement programs. The numbers of those in need of free or reduced cost human services will increase as benefits decrease.

Free and reduced lunches are another source of information useful in identifying the numbers of low income families in the Des Moines area. Highline School District provided information shown in TABLE 5 about schools located in Des Moines which includes total enrollment, and the numbers of free and reduced lunches in 1990 and 1995. As families are less able to pay the full costs of their children's lunches, many come to rely on the school meal as the nutritional backbone of their children's diets. Families experiencing divorce generally result in the mothers becoming single custodial parents. These families most often have lower incomes than two parent families and are in greater need of human service assistance to provide those needed services they can no longer afford.

TABLE 5: HIGHLINE SCHOOLS LOCATED IN DES MOINES

Name of School	Total Enrollment	% Living with 2 Parents		% Free/Reduced Lunches	
		1990	1995	1990	1995
Des Moines Elementary	329	69%	55%	23%	28%
Parkside Elementary	560	65%	48%	27%	48%
Olympic School	347	73%	66%	40%	52%
North Hill Elementary	411	70%	64%	27%	39%
Midway Intermediate	420	66%	53%	29%	46%
Pacific Middle School	598	66%	55%	15%	32%
Mt. Rainier High School	1254	73%	58%	6%	19%

In most cases the percentage of free and reduced lunches has increased between 1990 and 1995, as the populations have increased in low income families. In all cases the number of children living with two parents has decreased between 1990 and 1995. Although statistics were not available regarding mobility in the schools, most South King County districts are reporting an average of between 25% and 35% turnover each year. Families move from district to district and it is not uncommon for a student to appear twice in the same school during any given school year. The most common reasons for moving have to do with income and the ability to pay rent, credit problems or family violence.

Another indicator of low income populations is the "Senior and Disabled Exempt List" maintained by the City of Des Moines for those eligible to receive exemptions from the Surface Water Billings. Currently there are 110 qualified individuals receiving the exemptions because of low income.

The following conclusions based on data relating to low income residents in Des Moines are integrated into the recommendations in this report:

- (1). Des Moines has a significant number of low income individuals and families in the City who currently use human services.
- (2). As funding for housing and financial assistance are reduced, there will be greater numbers of individuals and families with basic needs of food, shelter, and clothing.
- (3). As the number of single parent families grows, so will their need to find and use human services.

(3). ***Child Abuse and Neglect:*** The 1995 Annual Report of the City of Des Moines Police Department provided the data in TABLE 14 in Appendix A to this report. The data shows a three year comparison of child abuse cases from 1993 to 1995.

Although the number of reported child abuse cases were reduced in 1995, the number of cases is significant enough to continue a watchful stance, and the support of child abuse prevention programs. Strengthening the family is a way to prevent future problems.

(4). ***Crime Occurrence in Des Moines:*** The 1995 Annual Report of the City of Des Moines Police Department provided the frequency of crimes between 1993 and 1995 shown in TABLE 15 which is included in Appendix A to this report. Trends in crime indicate that robbery, assault, theft over \$50, malicious mischief, domestic violence, prostitution and drug crimes increased between 1993 and 1995.

For the newly annexing areas of Woodmont and Redondo, crime data was available for the last quarter of 1994 and the first three quarters of 1995. Similar crime patterns exist in the annexing areas which represent a population increase of 5,000 people for Des Moines when they join the City on January 1, 1997. TABLE 16 in Appendix A to this report shows the types and numbers of crimes reported in 1994-95.

These reported crimes are often associated with drugs and alcohol use. They are also crimes of victimization where an individual is harmed either by having property stolen or damaged, or by having his/her personal safety or health at risk. The damage and human suffering resulting from all crimes, particularly sexual assault and domestic violence, can be lifelong. Children who witness violence in the home often learn such behaviors in response to their own conflicts, and victims of abuse may stay in domestic violence situations for many years because they do not see choices for their futures.

In Des Moines, human services work hand-in-hand with the City of Des Moines Police Department to both prevent crimes and help the victims of crimes in an effort to stop the cycle of violence. This commitment is reflected in the definition of human services proposed in this plan, resulting in funding for services which help victims of sexual assault and domestic violence. Prevention programs to stop the cycle of child abuse and family violence are also part of this commitment.

(5). *Special Populations:* One available source of information about the numbers of special needs populations is school district data. The following information about students with learning difficulties or special education students in TABLE 6 was provided by Highline School District for the schools located in Des Moines.

TABLE 6: 1994 SPECIAL EDUCATION AND NUMBERS OF STUDENTS IN REMEDIAL READING AND/OR ARITHMETIC AND/OR LOW ACADEMIC PERFORMANCE

Name of School	Total Enrollment	Special Education	Chapter/Low Academic Achievement	ESL Students
Des Moines Elementary	329	28	72 (1994)	NA
Parkside Elementary	560	52	131	NA
Olympic School	347	68	81	87
North Hill Elementary	411	40	46	48
Midway Intermediate	420	37*	160	NA
Pacific Middle School	598	54	64	NA
Mt. Rainier High School	1254	101	413	NA

*Also has 45 students in the Challenge Program

Information in TABLE 6 is very useful for human service planning, particularly for prevention activities which can help parents and children learn more about improving family management issues in the home, improve bonding with the school and the community and encourage improvement in school work. Low academic achievement, family management and lack of bonding with the community have been shown through research to be factors in the lives of youth who may later be at risk for violence. These are factors which are the basis for two prevention projects underway in the Des Moines area: The Parkside School Project which is currently funded by the City of Des Moines and the Highline Community Mobilization Team, a group of citizens, school personnel and officials from Highline School District communities who are working to prevent youth violence in South King County.

Prevention is part of the Des Moines Human Service Plan. The City recognizes that one of the most effective deterrents to crime is a combined effort of human services and law enforcement. Community caring and involvement do much to create an environment that sends a strong message that crime is not wanted nor tolerated.

(6). *Key Leader Opinions:* Public opinion is always critical in human service planning. Key leaders were asked to rate a list of human service-related concerns according to the following scale -- "not a problem, major problem, moderate problem, minor problem or don't know." Because community leaders ranked the items contained in TABLE 7 as major or moderate problems more than a total of twenty times, they are included.

TABLE 7: KEY LEADER INTERVIEW QUESTION -- IN YOUR OPINION
WHAT ARE THE MOST PRESSING HUMAN SERVICE
CONCERNS IN DES MOINES?

Issue	Not a Problem	Major Problem	Moderate Problem	Minor Problem	Don't Know
Public transportation	1	10	13	5	1
Emergency assistance such as food, shelter, clothing		19	9	2	3
Lack of affordable child care		15	6	2	5
Crime		10	16	3	
Poverty, meaning lack of money for basic needs		10	16	3	
Domestic violence		12	11	1	5
Transitional housing	1	11	12	2	3
Affordable housing	1	17	8	3	2
Affordable dental care		16	4	3	5
Lack of programs for youth	3	9	13	3	1
Lack of a multi-service center in Des Moines	3	16	5	4	2

Decisions in human service planning are based on a number of factors including data which indicates problems and opinions or perceptions that problems exist. In the Des Moines community, when asked to rate pressing human service concerns, key leaders indicated agreement on a number of issues. The following is a brief analysis of the relationship to human service planning. Sentences are underlined to indicate conclusions which can be drawn from the high ranking of the item.

Public Transportation: Public transportation is a continuing concern in Des Moines because east-west access is an ongoing problem. Most of Des Moines human services are located on the east-west corridors of the City. For many individuals and families needing to access human services, the current system of public transportation is not helpful.

Emergency Assistance such as food, shelter, clothing: Mention of these human service needs is consistent with the findings of need in the community and the inclusion of these items in the definition of human services.

Lack of Affordable Child Care: Lack of affordable child care is a regional issue in South King County. Efforts by local businesses and human service agencies are improving the quality of existing services and encouraging more child care services. Des Moines has supported such responses to child care needs.

Crime: This human service plan acknowledges the strong relationship between human services and law enforcement in preventing crime and aiding victims.

Poverty, meaning a lack of money for basic needs: Lack of income prevents many individuals, both young and old, and many families with children from accessing the

human services they need. Poverty is one of the identified risk factors for children and youth in bonding with the community and schools. The cycle of poverty can have devastating effects on families and individuals who want to do better but are overwhelmed with their very survival. Poverty is also part of the motivational force for frequent moves by families who live a hand-to-mouth existence. The provision of food, shelter and clothing can do much to help those in poverty use their energy for building a more secure life for themselves and their families.

Domestic Violence: The cycle of violence in families can be curbed, if interventions are successful in stopping the violence. Programs which help victims to gain safety and support for their flight from violence do much to stop the fears and suffering and give hope that victims and their children can sustain their safety and security.

Transitional and Affordable Housing: While shelters provide some temporary relief, transitional housing which is generally several months provides the time that individuals and families need to save enough money for first and last month's rent in a more permanent living situation. The availability of affordable housing helps families stay in the City. by stopping what may have been a cycle of moving every few weeks or months and allows the children to begin bonding in the local community. When transitional and affordable housing are linked to human services which can help with such things as food, clothing, employment and training programs, there is hope for economic self-sufficiency and more permanent housing.

Affordable Dental Care: While health care is provided by the Seattle-King County Public Health Department, affordable dental care is available on a much more limited basis. For many, preventive dental care is not affordable, so that when they do seek dental care, their teeth have deteriorated. Affordable dental care is especially important for children and youth and seniors, who make up 35% of the Des Moines population.

Lack of Programs for Youth: Youth programs are an alternative for at-risk youth who are vulnerable to gang involvement and/or drugs and alcohol use. By keeping busy before and after school, youth are able to learn skills, to build friendships and to improve their interest in school and community. Youth programs are excellent prevention tools.

Lack of a Multi-Service Center in Des Moines: Barriers that make it difficult to access human services include a lack of information about what is available, lack of public transportation to human service programs and the general spread out nature of those services. Many times human service needs are so complex, that one family may need to see several different programs at several different locations. By centralizing services, it becomes easier to market them to those who need the help most, and it becomes easier for services to coordinate with one another on behalf of the client.

What are housing issues in Des Moines?

The Des Moines Comprehensive Land Use Plan provides for a commitment to affordable housing. "The City of Des Moines will continue to assist regional, multi-jurisdictional efforts to address the region's need for low and moderate income housing, and special-needs housing...which includes assisting the private sector, non-profit agencies, and public entities in the planning and development of affordable and special-needs housing within and near Des Moines."

With the annexation of Woodmont and Redondo, Des Moines has a housing mix that is nearly 50/50 multi-family and single family residents. TABLE 13 in Appendix A illustrates the housing mix within the current city boundaries and its proposed annexations. The housing mix is skewed toward multi-family residents because retirement communities and group facilities are counted as multi-family residents, as are the numbers of condominiums. Populations residing in either retirement communities or condominiums remain in the community for considerably longer than renters. While it is difficult to know the exact number of rental units, either houses or apartments, there is a significant enough number to suggest that the high rate of mobility within the schools is due in part to a large renter population.

When compared with other South King County cities, Des Moines is just above the SeaTac Airport area in the lowest rents in South King County. Even though rents are lower than neighboring cities, key leader interviews indicated interest in both transitional housing and affordable housing. Shelter is a major concern, but is classified with other basic needs in the questionnaire. 66% of the key leaders interviewed indicated that they felt the City should join an affordable housing group to take advantage of regional strategies.

How do people access human services in Des Moines?

In order to access human services, people must know about them. Key leaders were asked about how they hear of human services in Des Moines. 76.6% replied that they heard about services by "word of mouth." Since key leaders were chosen for the interview process because they know the Des Moines community well, they are very likely to hear about human services through meetings where a speaker shares information, or through talking with others who are active in the community.

33.3% commented that they learned of services in the published directory that the City circulates annually. This four page information bulletin lists the services by category that citizens are most likely to need. It can be kept near the telephone and provides a useful reference. A more detailed description of services available to Des Moines residents is included in the appendix to this plan.

26.6% read about human services in local newspapers. Human interest articles, editorials on services and programs offer the reader the chance to get acquainted with community resources.

When asked which human services key leaders were aware of, the following were the most mentioned: The Des Moines Food Bank, the City of Des Moines Senior Programs, all City programs, the Domestic Abuse Women's Network, the Police Chaplain's Fund, Pregnancy Aid, the Clothing Bank and the King County Housing Authority. A total of 39 different agencies and programs were mentioned, but most were only mentioned by one or two people.

Barriers to getting services give a clearer picture of access issues. When asked about what limits individuals from getting services, key leaders agreed that the following are barriers to access of services: 90% felt that those who need services probably don't know where to get assistance. Transportation was seen as a limiting factor as was limited English speaking skills. 40% felt that there was no service in the local area to assist with the problem.

Not knowing where to get services is an ongoing problem in many communities, however in Des Moines, there is tremendous potential for opening up the information bank. In fact, this was an item of much discussion at the 1996 Des Moines Community Summit Human Service session. The following suggestions were made to increase the public's awareness of human services:

(1). **Research the Need for A Multi-Service Center.** Having human services in one center would provide opportunities for those who need services to get all the help they need under one roof. This significantly reduces the barriers of transportation, limited time, and confusion about what services are available. A Center also provides opportunities for services to collaborate more easily in aiding individuals and families.

time, and confusion about what services are available. A Center also provides opportunities for services to collaborate more easily in aiding individuals and families.

In the key leader interviews, 70% of the respondents favored a multi-service center as part of the City's response to human service needs. 43% of the thirty key leaders interviewed suggested that such a center should be financed by a bond issue. The vision of such a center would be a facility that would provide room space for human services to bring their programs to Des Moines. Access to all human services would be closely identified with one location. There were concerns about including the senior center in such a facility. 53.3% of the respondents suggested that such a center could be located in the same building but should have its own entrance and be separate from the areas where there was public access for human service programs. The Summit suggested that a citizen's group form to examine the need for a multi-service center. As they look at the center as a focal point for responsive human services, they also will look at how information, services, and the Center would be a warm, home-like, family-oriented place. The citizen's group will study multi-service centers in other towns to see which model fits the needs of the Des Moines community. Key leaders view the Center as an opportunity to improve coordination between the food bank, human services and church-related programs.

(2). **Improve communication about changes in the system for advocacy and information.** Begin a network today. Increase networking among churches and human service providers.

- (a). Use Channel 28 to present human services information -- make it more than just a rolling calendar.
- (b). Use City Currents more effectively.
- (c). Post information at the Marina.

(3). **Advocate for improved transportation services in Des Moines.** For those needing access to human services, the only public transportation is buses running north and south in Des Moines and a transportation program for those with special needs called ACCESS. Bus service route descriptions for Des Moines area routes (#130, #132, #174, #166) are included in Appendix A to this report.

Buses do not travel east to west within the Des Moines downtown area. While individuals may be able to travel along Highway 99 or along Marine View Drive, they would have to walk to any location between, often along roads with no sidewalks.

Other public transportation systems are limited to ACCESS and OPTIONS, both of which are demand responsive services. ACCESS is designed for ADA riders who are unable to use regular bus service. OPTIONS is a transportation service available for low income seniors or people with disabilities currently on the weekdays only.

Other, more expensive transportation is available in the form of taxi cabs and vans that specialize in transporting wheel chair bound individuals and others with medical equipment that they must carry with them.

Transportation issues will continue to be a concern for Des Moines residents and businesses as they grapple with the problems of east-west travel. One resolution lies in locating a multi-service center near one of the transportation networks. Another lies in working with other regional governments to create regional solutions to local transportation issues. Other approaches could consist of volunteer ride assistance or business sponsored shuttles.

(4). **Respond to the need for assistance in learning English as a Second Language.**
In recent years, growing numbers of refugees have moved to South King County because of affordable and public housing and because some of their families settled here before them. These new immigrants have, for the most part limited English speaking skills. Some local school districts estimate between 20 and 30 languages spoken by students and their families.

When communication is limited by language skills, it becomes very difficult to help people understand laws, customs, and requirements for such things as leases and sales agreements. Children from refugee families often assimilate much faster than their parents. They learn and practice English daily in schools and they interact with far more American peers than their parents or grandparents. Prevention programs are generally effective when they help parents learn more about their children and the schools. They are generally receptive to learning more about parenting in the U.S., as they learn more about day-to-day customs in this country.

Highline Community College offers classes in English as a Second Language (ESL) at the Des Moines campus. Students can either learn with books and paper or they can learn with new computer software that teaches ESL. ESL can also be taught by volunteers at local Des Moines sites like parks and recreation facilities, churches or the library meeting room.

(5). **Develop innovative ways of connecting people to the service they need.**
In some cases there may not be a local office for the service that someone needs. In those cases, a good information and referral network can lead the person to the location and telephone number of the agency he does need to contact. The use of Crisis Clinic's Community Information Line is helpful in locating services out of the immediate area.

The area of service identified in the Summit sessions as lacking in Des Moines was affordable health care. Both Summit sessions mentioned this issue and both issues were listed as moderate concerns in the key leader interview. Currently low income individuals who need public health services must go to either Kent, White Center or Federal Way. This is a particularly difficult trip given the bus routes, none of which go directly to the service needed by Des Moines residents. Often those needing the service

the most are least able to travel to a clinic. Small children, mothers with more than one small child and fragile seniors are two such groups.

One answer is to find a facility or ask a current facility to provide room space to provide selected health services on-site in Des Moines. The Summit participants suggested a partnership between a local clinic and public health.

What effects will welfare reform have on Des Moines residents ?

It is too early to know the full impacts of welfare reform on local communities in Washington State. Both the State of Washington and the federal government can make changes to the current plans. Those most likely to be impacted first are immigrants. Legal immigrants begin losing benefits (August, 1996 to August, 1997). Most legal immigrants receiving food stamps and Supplemental Security Income (SSI) will become ineligible for benefits when their cases are reviewed.

On October 1, 1996, AFDC ended. When the federal fiscal year begins, the Federal guarantee of cash assistance for eligible poor children will end. "No individual or family shall be entitled to any benefits or services under the new major Federal welfare program - The Temporary Assistance for Needy Families (TANF) Block Grant of the Person Responsibility and Work Opportunity Reconciliation Act of 1996. The TANF Block Grant will replace the AFDC Program.

FOOD STAMP benefits decrease (October 1, 1996 to January 1, 1997). New federal rules to the food stamp program start to take effect reducing benefits. Adjustments to the Thrifty Food Plan, a low-cost budget which is used to calculate the amount of food stamps a family receives, will further reduced aid to recipients. Among all food stamp households in Washington, the average benefit loss would be \$557 in Fiscal Year 1998 and \$650 by Fiscal Year 2002. The average food stamp benefit will fall from its current level of 80 cents per person a meal to just 67 cents per meal by 2002. In April, 1996, 477,508 people in Washington were receiving food stamp benefits, at least half of these recipients were children. Most legal immigrants will be wholly ineligible for food stamps.

AID TO LEGAL IMMIGRANTS CUT States will be allowed, but not required to cut off cash assistance. Medicaid and social services for legal immigrants who are receiving such aid on the date of enactment in August, 1996. (Cuts in effect January 1, 1997). ("Overhauling Welfare, A Look at the Year Ahead," Partnership for Washington's Future, The Children's Alliance, August, 1996).

Potential Impact on Des Moines human services: A brief look at Department of Social and Health Services statistics for zip code, 98198 listed earlier in this plan, suggests that there are 596 one parent households on AFDC and another 83 two parent households on AFDC also. Food stamps go to 204 individuals in Des Moines. As they lose financial aid, these individuals will turn to the Des Moines Food Bank, Pregnancy AID and the Police Chaplain's Fund.

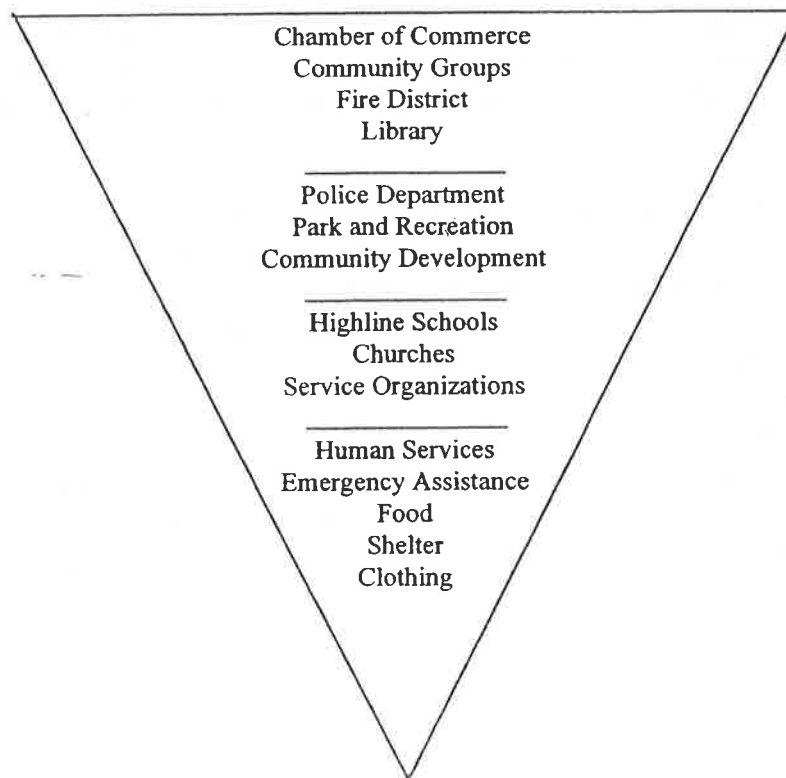
What are the resources in the Des Moines Community that make up the "caring community?"

Along with the basic values of a caring community, Des Moines has other resources that reinforce its image. Because of these resources, Des Moines can sustain its current programs, and it can begin some new promising approaches in helping its residents to help themselves. Existing resources and programs are listed first in answer to this question and new collaborations are suggested for the future.

Core Human Services Definition: Below is the recommended definition of human services provided in this report. It is a definition which reflects the history of human service support, the basic value of helping people help themselves, and the notion that prevention is essential to a human service program to stop cycles of problems early so they don't escalate into devastating problems in the future.

"Human Services are those resources available to the Des Moines Community which make it possible for citizens to live with dignity and purpose. Those include food, shelter, clothing, services for personal safety, prevention and information and referral."

The following diagram illustrates a capacity for resources of Des Moines to work together in providing a caring community.



COMMUNITY CARING ORGANIZATIONS AND INDIVIDUALS

Beyond the resources of City government are the resources of the Des Moines community. Through the years, each of these resources has demonstrated its part in the "Caring Community" of Des Moines. Today, each of them has the capacity to accept new and expanded ways of contributing to the caring spirit of the City.

Churches: There are eighteen churches in the City of Des Moines with the capacity to contribute to human service efforts. Many are already involved by providing space and volunteers for human services

Service Organizations: Local chapters of national and international service organizations exist in Des Moines. Many engage in volunteer activities to help maintain the quality of life in Des Moines. Service organizations actively support human services efforts in Des Moines. Service Clubs listed on the Des Moines Web Site are Kiwanis, Lions, Rotary and Veterans of Foreign Wars. Although it meets in Burien, the South Seattle Soroptomists have Des Moines area members and makes annual contributions to the Highline Community College Women's Program to help women returning to school. The Lion's Club concentrates its fund raising efforts on helping people needing eye glasses and hearing aids. Members will do special projects to help Des Moines area residents who need minor home repairs to help them move toward economic self-sufficiency. The Veterans of Foreign Wars aid veterans to access benefits. The VFW helps families in need particularly around the holiday time. The Rotary Club makes significant contributions to the Des Moines Area Food Bank and youth-oriented programs. The Kiwanis' focus is "Children First" and regularly support many 0-5 year old programs.

Des Moines Library: The Des Moines Library is a part of the King County Library System and one of the most popular gathering places in the City. The Library serves as a center for information and referral and a meeting place for human service groups.

King County Fire District: The Fire District serving Des Moines provides medical aid, fire suppression and fire prevention services for the residents of Des Moines.

Chamber of Commerce and Businesses: The Des Moines Chamber of Commerce is an important leader in motivating the business community to be a leader at the human service table. The Chamber was a major organizer of the Community Summit Open House.

Highline School District: The Highline School District operates public schools serving Normandy Park, Burien, SeaTac, Tukwila and Des Moines.

Community Groups: Community groups that mobilize around needed actions like Improvement Clubs, Community Clubs, and community mobilization teams.

CITY DEPARTMENTS

Complimenting the core human service definition are the City departments which each provide a series of community-oriented programs designed to prevent problems from occurring. Listed below are community-oriented examples of prevention activities in each area.

Des Moines Police Department: The Des Moines Police Department has developed a community-oriented policing approach which involves community members in helping to mobilize their local neighborhoods in crime prevention activities that keep residential areas safe and healthy. Community policing officers have regular contact with youth and their families to help them develop strategies to discourage crime and drugs. The following are examples of community policing programs:

DARE Programs	Halloween Party
Community Gang Info Talk	Safety Town
Community Youth Violence Talk, PTA	School Carnival
Street Defense Classes	Bicycle Safety
Bicycle Rodeos	Teen Chat
Teen Advisory Council	

The Proactive Patrol offers safety town classes, a Midway after school program and self-defense classes at Mt. Rainier High School. In their "Walk with a Cop" program, police focus on a particular area of the city and ask citizens to get involved in helping to solve problems. Students have had input into the police hiring process and parents get involved in the Kid Care ID program.

Blockwatches, apartment manager meetings, and meetings with area senior groups all help build a sense of community which strengthens Des Moines' image of caring and helps to prevent crime from occurring.

In areas like domestic violence and sexual assault, the Police and human services share joint concerns and approaches. Key community-based agencies serving victims of these crimes are funded through human services and coordinate their work with both of these City departments.

Des Moines Park and Recreation Department: Like the Police Department's outreach to involve service organizations, youth groups and others, the Park and Recreation Department is an integral part of the quality of life for Des Moines residents. The Department mission is "to provide the opportunity and encourage the diverse population of the Greater Des Moines area to participate in life enhancing activities through developed and well maintained park land and facilities, professional programming and services, and the optimum utilization of community resources. The Park and Recreation programs include the following areas as well as support to the Human Services Committee and Senior Advisory Committee:

League sports (youth, teen, adult & Senior)
General recreation
Historical and Cultural Activities
Senior Citizens Activities
Parks, Trails and Pathways
Continuing Education

Individual sports and fitness
Trails and Pathways
Special Events/Festivals
Youth and Teen Outreach
(After School and Teen Night programs)

Des Moines Park and Recreation provides an innovative approach to youth activities such as this year's opening of a skateboard park and the facilitation of Teen Nights and After School Programs.

Senior Services Program staff works with the Senior Services Advisory Committee which actively provides information on community needs and suggestions for meeting those needs. Seniors make up over 13% of Des Moines' population and are active throughout the community as volunteers, as program participants and as citizen activists. The Senior Services Program provides activities for seniors including daytime educational programs, nutritional meals, day trips and outreach to seniors who are house-bound. The Senior Services Program provides on-site podiatric care and health screenings. Because the Senior Services Program has information on other area senior services, it is an excellent information and referral source in the Des Moines Community.

Community Development: By its mission, the Community Development Department guides and plans for the future, while preserving the quality of life in Des Moines. The Community Development Department manages the Community Development Block Grant (CDBG) program. The goal of this program is to use CDBG funds to develop a viable community in which the quality of life is enhanced in providing a suitable living environment for all citizens and expanding economic opportunities for low and moderate income persons. The CDBG program includes these human-service related objectives:

- (1). To fund projects which address local needs and strategies.
- (2). To assist in meeting the basic human service needs of low and moderate income persons, especially seniors and youth.
- (3). To assist in addressing present and future housing needs of low and moderate income households, including senior and special needs populations in the south King County area.
- (4). To support projects which encourage economic development activities such as job creation and retention, stabilization of commercial areas, community pride and neighborhood assistance and are consistent with the city's comprehensive plan.
- (5). To support programs which assist City residents with incomes at or below 80% of median to repair, maintain and weatherize their homes.

- (6). To assist in the acquisition of facilities which support social services for city residents at or below 80% of median income. Such services and facilities may include but are not limited to day care, health care, family support, senior and youth services.*

*(Source: City of Des Moines 1997 Housing and Community Development Plan Four Year Strategies)

Human Service related strategies for the three year period beginning in 1997 include plans to join other South King County housing providers in the Housing Forum whose goal of developing affordable housing opportunities is accomplished by the following:

- Providing for support of regional shelter and transitional housing for area citizens.
- Proposing a very important prevention strategy to "Address human service needs which focus on self-sufficiency in order to empower families to make contributions to their own well being and quality of life."
- Working with local human service providers to develop innovative methods of leveraging funds to provide maximum effectiveness.
- Including a commitment to participate in local planning activities which coordinate funding approaches, policies and service delivery for all citizens.

Together these three city departments are a powerful force in shaping human service responses. By coordinating and collaborating with one another, the staffs of these departments bring resources to the table including their citizen committees to help shape human service planning for the future. Together they form the first layer of support for human service efforts and expand upon the core definition of human services. The fact that each of these departments provides some element of human services only strengthens the City's statement about the importance of these efforts.

REGIONAL PLANNING BODIES AND WORK GROUPS

South King County Housing Forum: A regional low income housing group which advocates on behalf of affordable housing in an effort to increase the numbers of affordable housing units in South King County. Currently Tukwila and SeaTac are members.

The Human Service Roundtable: County-wide human services planning group made up of local elected officials from each city in King County and County officials.

The South King Council of Human Services: Private, not-for-profit organization of human service providers in South King County. Provides education and information on human services, funders and planning issues.

The South King County Network: Community group created by the State Legislature to assess local needs and fund local programs which address youth violence prevention and community mobilization at the grassroots level.

The South King County Youth Violence Committee: Community task force composed of representatives from local police departments, human services and other concerned citizens to reduce youth violence in South King County. The Youth Violence Committee is the leader for the Community Mobilization Teams of South King County.

The South King County Department of Transportation Special Services Task Force: Regional transportation planning group representing South King County cities, METRO and King County.

Volunteers: With a 17% population of senior citizens, many of who are potential volunteers, and an active business community and Chamber of Commerce with potential volunteers, Des Moines has a wonderful resource for human service activities. At the community summit held in September, 1996, a Volunteer Information Fair was suggested to include churches and other volunteer groups. The Volunteer Information Fair would be one way of better marketing human service volunteer opportunities to those who might want to be of help.

How does Des Moines compare with other cities in South King County responding to human service needs?

South King County human service providers from local cities were asked to provide information about their level of human service funding, sources of human service funding, funded projects, and human service staffing. That information is summarized below:

City of Des Moines: The City of Des Moines provides human services funding from both its Community Development Block Grant funds (\$62,966) and its general fund (\$101,000). The categories for human services funding are listed below in TABLE 8:

TABLE 8: DES MOINES 1997 HUMAN SERVICES FUNDING- GENERAL FUND

Category of Funding	Amount of Funding
Clothing	\$3,500
Information & Referral	\$8,500
Shelter	\$8,000
Food	\$51,000
Safety	\$8030
Training	\$20,000
General	\$1970
TOTAL	\$101,000

City of Federal Way: The City of Federal Way provides human service operating funding from both its Community Development Block Grant funds (\$74,524 for child care subsidies) and its general tax revenue fund (\$382,000). TABLE 9 below details the funding by Council Goals:

TABLE 9: FEDERAL WAY 1996 HUMAN SERVICES FUNDING

Category of Funding	Amount of Funding
Basic Needs	167,273
Public Safety	\$146,450
Self- Sufficiency	\$68,277
TOTAL	\$382,000

City of Kent: In 1997, the City of Kent will provide funding for human service operating funds from both its Community Development Block Grant funds (\$74,249) and from its City general fund (\$389,685). The City of Kent's funding priorities for 1997 are as follows:

- Priority 1 -- Those services which help meet basic and emergency needs (food, medical care, shelter, protection from abuse and neglect).

- Priority 2 -- Programs which are preventative in nature and provide a high degree of self-dependence.
- Priority 3 -- Programs which seek to enhance the quality of life in persons whose human basic needs are already met.

When describing the Kent city-wide approach to human services, the City of Kent provided the following 1996 information in TABLE 10 below:

TABLE 10: KENT 1996 HUMAN SERVICE AND RELATED FUNDING

Category of Funding	Amount of Funding
Office of Housing and Human Services (Includes \$394,702, CDBG Funds)	\$840,664
Water and Sewer Utility Lifeline rates for Senior Citizens	\$ 24,659
Parks and Recreation Programs listed below	
Youth/Teen Programs	\$484,123
Special Populations Programs	\$290,500
Senior Services Programs	\$687,950
Scholarships for Indigent Program Participants	\$ 20,000
Indigent Defense in Municipal Court	\$210,000
Domestic Violence Advocacy	\$ 52,737
Police Department Programs as listed below:	
Youth Wellness Conference	\$ 7,000
Drinking Driver Task Force	\$ 79,893
Project Lighthouse	\$ 23,278
DARE and Explorers	\$ 27,471
TOTAL	\$3,094,175

City of Renton: The City of Renton makes human service operating contributions from its Community Development Block Grant allocations (1997 - \$57,266). General fund allocations which total \$156,047 are outlined in TABLE 10 below. Approximately 54% of human services funding is CDBG -- either operating funds or capital funds invested in programs like home weatherization.

TABLE 11: 1997 CITY OF RENTON HUMAN SERVICE FUNDING

Services Funded	Amount of Funding
Renton Area Youth and Family Services	\$67,258
Way Back Inn	\$6,000
Central Seattle Community Health Centers	\$3,000
Connection Adult Day Care	\$8,000
Visiting Nurse Services	\$1,900
King County Sexual Assault Resource Center	\$30,456
Domestic Abuse Women's Network	\$20,000
Renton Area Clothing Bank	\$5,000

Renton Technical College Even Start	\$9,433
Washington Women's Employment and Education	\$5,000
TOTAL	\$156,047

City of SeaTac: SeaTac provides human service funding both through Community Development Block Grant Funds and General Revenue. 1997 CDBG funding recommendations were for \$181,833 in capital projects and \$31,360 in public service funds. General Fund tax dollars contributed \$173,000 in 1996 to human service contracts, and in 1997, the recommendation is \$191,095.

TABLE 12: 1997 CITY OF SEATAC PUBLIC SERVICE FUNDING

Services Funded	Amount of Funding
Des Moines Food Bank	\$11,260
Emergency Feeding Program	\$10,000
SKC Multi-Service Center Housing	\$10,100
TOTAL	\$31,360

City of Tukwila: The City of Tukwila is proposing 1997 funding for human services at a total of \$276,318 from the general tax fund of the City's budget. Briefly, funding categories are listed below in TABLE 13.

TABLE 13: 1997 CITY OF TUKWILA HUMAN SERVICE FUNDING

Category of Funding	Amount of Funding
Victim Assistance	\$59,808
Senior Support Services	\$33,627
Emergency Services	\$36,071
Health Care	\$3,750
Youth and Family Services	\$103,332
Information and Referral	\$7,550
Employment Assistance	\$32,180
TOTAL	\$276,318

TABLE 14: HUMAN SERVICE QUESTIONNAIRE RESPONSES ABOUT STRUCTURE, FUNDING AND STAFFING OF SOUTH KING COUNTY HUMAN SERVICE PROGRAMS

Summary responses to a human service questionnaire regarding the structure, funding and staffing in South King County cities.

City	Location of Human Services	% General Fund	1996 Budget	Proportion of CDBG	Staffing Levels	Funding Sources	CDBG Contribution	1996-1997 Priorities
Des Moines	Park and Recreation/ Senior Services Program	1%	\$83,000	14%	Senior Services Manager/staff support	General tax revenue	Housing assistance	Food, shelter, clothing, safety, info/referral
Federal Way	Community Development Services	1%	\$382,000	None	2 Prof. staff, .5 support staff	CDBG - 1 staff, General Fund - 1.5 staff	\$75,524 Child care subsidies	Basic and emergency needs, public safety, self-sufficiency building collaborations and strong neighborhoods
Kent	Planning Department	1%	\$840,664	47%	3.6 Prof. Staff, 1 part-time support	CDBG and General Fund	\$394,702	Basic and emergency needs, prevention, quality of life
Renton	Community Services Depu/Human Services Division	.7%	\$683,177	54%	3.5 Prof. staff 1 Housing maintenance worker, 1 support staff	General Fund - 2 staff, CDBG - 2.5; 1 Vista	\$54,414	Youth and families; medical/dental, basic services and housing
SeaTac	City Manager	1%	\$413,471	6%	1 Prof. staff	General Fund; CDBG	N/A	Emergency services; Access, support services
Tukwila	Mayor	2%	\$431,500	None	2 Prof staff	General Fund	None - 15% is used for human service related city programs	Positive/healthy family relationships; family self-sufficiency; safety net for urgent and basic needs.

What are some promising approaches for human services?

Trends in human services provision that offer some promise for impacting human service needs in very positive ways:

Collaborative grant proposals: More and more funders are requiring collaborations between various sectors of the community to assure that a coordinated approach will have the greatest impact. For instance, where a human service agency used to be able to apply for funding to do a specific service in a specific place, today, they will be asked to have partners in the provision of service. City departments can collaborate with one another in the planning for grant-funded projects and can connect with community-based groups to enrich the approach.

Collaborations involving community partners require a bottom-up decision making process in which each of the stakeholders have a voice in how the project is shaped. This approach provides a basis for commitment and ownership of ideas. Often funders will ask for the signatures of all partners and a listing of their affiliations.

Outcome-based projects: Funders are also requiring outcome indicators of progress in alleviating human service problems. Outcomes are most effective when there are quantifiable measures of impact. For instance, if the goal of a human service project is to strengthen a community's crime prevention activities, outcomes would be reduction in the crime count for that area.

Economic self-sufficiency: Helping people help themselves off welfare, out of public housing towards economic self-sufficiency is the latest trend with the U.S. Department of Housing and Urban Development. One such project is the Family Self-Sufficiency Program of the King County Housing Authority. Currently there are seven families in Des Moines, all single parent families where the parent has signed an agreement that within five years, she will be employed and self-sufficient. After completing training and getting a job, she will experience increases in rent. The difference between the initial rental rate and the increases will be banked in an escrow account which will be given to the woman when she completes her self-sufficiency agreement with the Housing Authority. These families are often in need of some extra support as they struggle toward economic self sufficiency. The program coordinator is the case manager to participants in the program and can work with community groups interested in partnering to help support the resident's efforts.

Community mobilization: At the grassroots level, groups of citizens are forming to tackle problems in their neighborhoods and communities. Through a collaborative effort, citizens target prevention projects which can reduce the rate of youth violence and/or substance abuse. In South King County, the Youth Violence Committee has adopted the use of the Communities That Care Model of community mobilization. So has the

Community Network, a legislatively created program to fund local community efforts. Community mobilization is a prevention based project that measures both risk and protective factors in a community and then develops strategies that reduce the risks and build the protective factors. In the Highline area, there is a community mobilization team. The South King County Youth Violence Committee is the leader of the South King County Community Mobilization Agenda of which the Highline group is one of eight members.

Community-Oriented Policing: Des Moines already has a good start in community-oriented policing programs. Expanding on the apartment manager's meetings might be a very helpful way to reduce crime in apartments and create greater community attachment. Two prevention outcomes which are very critical to healthy community building can come from an expanded involvement with apartment communities:

- (1). The crime rate in multi-family communities will be reduced.
- (2). Families will stay longer if they feel safe in their homes. Having families bond with the community and children stay in the same school longer are very important to preventing future problems.

The City of Tukwila has developed a Crime-Free Multi-Housing Project which is a collaboration between the police department and the human services program.

Americorps and Vista Volunteers: Accessing these programs can provide additional resources to the Des Moines Community to organize programs and serve as staff to those services.

Parkside Family Support Center: This resource center for families and children at Parkside Elementary School is supported in part by the City of Des Moines. The concept of the family support center is a part of the Highline School District designed to involve families more in the school community, to assist with parent education, and to muster resources that help children stay in school and succeed in school.

What human services ideas emerged from the 1996 Community Summit?

At the 1996 Greater Des Moines Chamber of Commerce Community Summit, a variety of human services ideas emerged. Participants in the Human Services Discussion Group made a commitment to work on the following plan of action:

- (1). Create a one-stop multi-service center to house human services.
- (2). Improve communications between groups concerned with human services including the consumers.
- (3). Provide more transitional shelters for families.
- (4). Hold a Volunteer Information Fair to get citizens more involved.
- (5). Offer more public health services at local sites in Des Moines.
- (6). Work with the School District Family Support Centers to set up a rental scholarship fund for the families of children who need to improve their school attendance. It would be an agreement between the family and the scholarship fund or church sponsor (donations would be from members of the church) that as the children's attendance improved, part of their monthly rent would be paid by the fund.
- (7). Continue the Open House with broad-based community support including the Chamber of Commerce in conjunction with other interested individuals and groups.

HUMAN SERVICES COMMITTEE 2003 FUNDING RECOMMENDATIONS

9/6/02

Requesting Agency	2002 Allocation	2003 Request	Grant Summary	Executive Target-\$74,664	10% Cut-	15% Cut-
Auburn Youth Services	0	\$3,500	Mobile outreach to homeless and runaway youth in S. King Co.	\$3,500	\$3,150	\$2,975
Catholic Community Services: -Emergency Assistance -Katherine's House -Children's Domestic Violence Program	\$6,000 0 0	\$6,000 \$2,000 \$2,000	Emergency Assistance Program, Service to homeless chemically dependent women in recovery. Helping children who have witnessed domestic violence.	\$6,000 0 0	\$5,400	\$5,100
Center for Career Alternatives	0	\$21,172	Low Tech, High Wages Initiative	0		
CHANGES Support Group	\$1,500	\$2,000	Parent Support Group	\$1,500	\$1,350	\$1,275
Child Care Resources	\$1,334	\$2,600	Childcare resources and referral	\$1,334	\$1,201	\$1,134
Crisis Clinic: -Telephone Services -Teen Link	\$2,000 \$1,000	\$5,000 \$3,000	Telephone services Teen crisis line	\$2,500 \$1,030	\$2,250 \$927	\$2,125 \$876
DAWN	0	\$10,000	Confidential Domestic Violence Shelter	\$5,000	\$4,500	\$4,250
Des Moines Area Food Bank	\$25,000	\$29,500	Food for those less fortunate	\$25,000	\$22,500	\$21,250
Des Moines Parks & Recreation- After School Program	0	\$8,000	After School Program At North Hill Elementary	\$5,000	\$4,500	\$4,250
HCC- Volunteer Literacy Program	\$2,000	\$2,000	Volunteer Literacy Program	\$2,000	\$1,800	\$1,700

Requesting Agency	2002 Allocation	2003 Request	Grant Summary	Executive Target-\$74,664	10% Cut-\$67,198	15% Cut-\$63,465
Highline Community Hospital: -Highline Youth Center -Highline Midwifery -Roxbury Family Healthcare	0 0 0	\$10,000 \$5,000 \$5,000	Health services for teens. Midwifery and Women's Health. Family Healthcare.	0 0 0		
Hospitality House	0	\$5,000	Shelter for single homeless women	\$5,000	\$4,500	\$4,250
King Co. Sexual Assault Resource Center	\$4,000	\$5,000	Comprehensive sexual assault services	\$4,000	\$3,600	\$3,400
LOVE Inc.	\$1,430	\$1,430	Family REACH Program	0		
Multi-Service Center: -Emergency & Transitional Housing -Energy Crisis Intervention Program	\$2,000 \$3,000	\$2,100 \$3,000	Emergency & transitional housing Energy Crisis Intervention	\$2,000 0	\$1,800	\$1,700
Parkside Family Center	\$6,800	\$7,400	Parkside School Family Center	\$6,800	\$6,120	\$5,780
Pregnancy Aid	0	\$4,000	Pregnancy aid to parents	0		
Ruth Dykeman Children's Center	0	\$12,330	In-Home Counseling Services	0		
Senior Services of Seattle/King Co: -Meals on Wheels -Volunteer Transportation	\$1,500 \$2,000	\$2,000 \$2,000	Meals on Wheels Program Senior Shuttle Transportation	\$2,000 \$2,000	\$1,800 \$1,800	\$1,700 \$1,700
South Seattle Com. College: -APPLE Parenting -Baby & Me	\$2,500 0	\$3,000 \$5,000	Parenting Skills Program Child Abuse Prevention & Intervention	0 0		
Total Funds	\$74,664	\$118,530		\$74,664	\$67,198	\$63,465

South King County Cities
Human Services General Fund
2003 Application

City of Des Moines

This application due: Friday, June 14, 2002
By 4:15pm.

This following cities accept this common application:

Auburn
Burien
Covington
Des Moines
Federal Way
Kent
Renton
SeaTac
Tukwila



❖ Contact List

If you have questions regarding this application, or require technical assistance please contact city staff listed below:

Auburn	Shirley Aird, Planner	(253) 931-3090	saird@ci.auburn.wa.us
Burien	Lori Fleming, Contract Management Analyst	(206) 248-5518	lorif@ci.burien.wa.us
Covington	Victoria Throm, Human Services	(253) 638-1110	Vthrom@Ci.covington.wa.us
Des Moines	Sue Padden	(206) 878-1642	Spadden@cityofdesmoines.com
Federal Way		(253) 661-4039	
Kent	Katherin Johnson, Human Services Manager	(253) 856-5070	kjohnson@ci.kent.wa.us
	Merina Hanson, Planner		mhanson@ci.kent.wa.us
	Dinah Wilson, Planner		drwilson@ci.kent.wa.us
Renton	Karen Bergsvik, Human Services Manager		kbergsvik@ci.renton.wa.us
	Dianne Utecht, CDBG Coordinator	(425) 430-6655	dutecht@ci.renton.wa.us
SeaTac	Lydia Assefa-Dawson, Programs Coordinator	(206) 248-6101	lydia@seatac.wa.gov
Tukwila	Evelyn Boykan, Human Services Coordinator	(206) 433-7180	eboykan@ci.tukwila.wa.us

❖ Information for the City of Des Moines

Applications must be received at Des Moines City Hall no later than 4:15pm, Friday, June 14th. NO LATE APPLICATIONS WILL BE ACCEPTED. Please deliver applications to 21630 11th Avenue South.

Amount of grant available: Approximately \$60,000

Submittal requirements: One signed original application with NO attachments and seven copies of signed application.
Do not bind, staple, or cover the documents
Do not submit instructions

Contact: Sue Padden, Senior and Human Services Manager
Phone: 206-870-6584
Fax: 206-878-2260
E-mail Spadden@cityofdesmoines.com

Allocation Process:

<i>April22-June 14</i>	Individualized technical assistance is available and strongly encouraged. Please contact Sue Padden at 206-878-1642
<i>June14, 2002</i>	Applications due at City Hall by 4:15 p.m.
<i>June17- July 1</i>	Applications reviewed by City staff
<i>July – August</i>	Applications reviewed by Human Services Committee
<i>September,2002</i>	Funding recommendations forwarded to City Council
<i>November, 2002</i>	City Council finalizes the allocations of Human Services funds

❖ Application Instructions

The South King County cities have collaborated to produce a "Common Application" for general fund human services and CDBG funding. Local policies and processes necessitate some variations.

Therefore, you must obtain an application and instructions from each jurisdiction from which funding is requested. Throughout the following instructions, "City" refers to the City to which you will submit the application.

Refer to these instructions as you are filling out the application. The instructions will guide you with further explanation, examples and attached reference information. **Read the entire application before answering the questions. Limit all answers to the space provided. Do not add additional pages. You may use the forms provided or print your own forms (however, you MUST maintain the same format as the forms provided. Do not change fonts, print size, margins, space between questions, etc.).** The application is available on disk in Microsoft Word. Call the City to which you are applying to request the application in alternate formats.

Note: Applicants/agencies may provide one service or many related services with City funds. Throughout this application all of the related services shall be defined as a "program". It is also possible that an agency will provide more than one "program". If the agency is requesting City funding to provide more than one program, a separate Part II must be completed for each program. Agencies should complete only one Part I.

Application Instructions

Part I Agency Profile

Part I should be completed only once.

- To start. With the cursor in question one, select the View menu, then Headers and Footers. In the Header – Section 2 box, type of the name of the agency and the program name in the cells provided. If you are submitting an application for more than one program, revise this header for each program you are submitting.
- Question 1. Both the Agency Executive Director and the Board President/Chair signatures are required for this application.
- Question 2. The funding amounts requested in this chart refer only to those amounts requested from the *City*.
- Question 3. Self-explanatory
- Question 4. Answer the questions regarding the Board of Directors.

Community Coordination

- Question 5. Provide a description of the program's efforts to increase awareness regarding program services within the community. Describe any surveys, marketing brochures or other means your program may have employed to reach consumers. Provide a description of the efforts your program will take in 2003 to increase and maintain awareness regarding program services within the community. Describe any surveys, marketing brochures or other means your program will employ to reach consumers.
- Question 6. Discuss the relationships you have developed to collaborate with others to provide services to the community. Include the specific agencies you are collaborating with and what you do.
- Question 7. Self-explanatory

Accessibility and Cultural Relevance

- Question 8. Cite specific examples for each of the six listed factors which impact program accessibility.
- (a) Self-explanatory
 - (b) Include information on your program's **outreach efforts** to minority and special needs populations. Also include information on any **staff training related to cultural sensitivity and competency**.
 - (c) Describe the availability of the agency's physical site in terms of disabled access and proximity of services to city residents.
 - (d) If the program is located outside of the city, describe how city clients will access the service.
 - (e) Self-explanatory
 - (f) Attach policies to original application

Part II: Program Profile

Program Summary

- Question 9. List the official title of the program for which funding is requested.
- Question 10. List one person as the contact that can answer questions specific to this program.
- Question 11. Provide the address of the physical location(s) where the services will be provided. If the location is confidential, state such.
- Question 12. Briefly describe the program for which funding is requested. Include a summary of program goals, objectives and the target population.
- Question 13. If the scope or services of the program have changed (or are expected to change), please briefly describe. Discuss the contingency plans for any decreases in funding.

Question 14. Use supportive statistics to provide information about the need/problem that your program will address. Include information about populations that are effecting the program.

Program Budget

Question 15. On the chart provided, list the various sources and amounts of revenue provided to your program in calendar years 2002 and requested in 2003. List each city separately. List the amount of fees collected in the " Service Fees " row and provide an estimate of fees to be collected in 2003.

In the "Personnel Costs" category, list the total salary and benefit amounts for all staff associated with the **program**. The "Professional Fees/Contracts" category should include contracted expenses (i.e. accounting and legal professional services) and the maintenance of professional licenses, if applicable. List the program's expenditures according to the categories provided. Provide projected expenditures for calendar year 2003. In the last column, include only funds requested from the **City** under this application, by appropriate expenditure category.

In the Net Profit (Loss) line subtract expenses from revenues for the Net Profit (Loss). If the figure is a loss enclose the amount in brackets (i.e., <\$1,000>).

Question 16. Using a narrative description explain how City funds as shown in the budget will be used. Be specific. Specify the service(s) that will be provided with the City funds requested. Include the unit of service and the population to be served. For example, "200 hours of counseling for teenage substance abusers". State specifically how City funds will be used to provide these services. For example, "Salary of a counselor, rent, motel vouchers, etc."

Question 17. Describe any current or projected changes to the program budget. This should include changes as a result of decreased funding from the County, State, donors, etc.

Question 18. In the Personnel Expenditures charts only include City funded positions. Annual Salary Range should reflect the annual FTE salary scale for each position included. In the City Funds Requested column indicate the amount of City funds which will be used for each position. Example:

Custodian	.5	1 part-time	\$24,000 - \$28,500	\$4395
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Also calculate the percentage of the total program budget that is used for program administration and insert that percentage in the box to the right of the question.

Question 19. Describe efforts to use City funds to leverage funding from other sources. Include any funding sources requiring City funds as a match and how much is required.

Performance Measures

Question 20. This information will be used by the *City* to develop 2003 contracts with funded agencies. Please provide accurate and realistic estimates. Use this section to define at least two (2) and no more than four (4) performance measures your agency plans to report. Estimate the number of units to be provided for each measure annually.

In the column "Annual Goal (city funds only)" estimate the number of units that will be funded by the City for city residents. The last column, "Annual Goal (all funding sources)" should be the total number of city residents receiving the program services funded by all sources (including City funding).

The *City* has included "Unduplicated City Clients Served" as a required performance measure. Please estimate (based on past performance, if applicable) the number of unduplicated *city* clients the program expects to serve in the spaces provided. You must also provide a minimum of one additional performance measure in the form of a measurable unit of service (see Appendix C, Service Unit Examples for guidance).

In the space provided, define each of the service units the program has identified in the performance measure(s) above.

Outcome Measures

Question 21. (a) List the resources needed to accomplish the outcomes
(b) List the specific activities used to meet the outcomes.
(c) Identify the outputs or performance measures related to the outcome.
(d) Identify one to two outcomes.

See Appendix E, Outcome Measures Example for guidance.

Demographic Information

Question 22. (a) Please note that the categories from Client Income Level through ESL should reflect the number of **city clients only** served by your program. Provide demographic information on clients served in 2002 in the first column. In the last column provide estimated 2003 demographic information.

Definitions:

Income Level: Use the guidelines provided in Appendix A.

Sex: Self-explanatory

Female Headed Household: Single parent, female headed households

Age: Self-explanatory

Ethnicity: Self-explanatory

Disabling Condition: Use definition of disabling conditions provided in Appendix B

Limited English Speaking: Clients for whom English is a second language and who require interpretive or translation services.

(b) **Client Residence:** Only those clients who reside within the ***incorporated limits*** of a city should be included as residents of that city. For example, clients residing in "unincorporated Kent" for example should be included in the Unincorporated King County category. Remember to provide different sets of numbers for each city to which you are applying.

Attachments

IMPORTANT: The City of Des Moines does NOT require attachments.

❖ Human Services General Fund Application

Part I: Agency Information

🌟 Complete this section once for your agency 🌟

1. Applicant Name and Address E-mail address (if applicable) Signature of Agency Board President 	Signature of Agency Director Signature Name and Title (Area Code) Telephone (Area Code) Fax Number
---	--

By signing above, you certify that the information in this application is accurate to the best of your knowledge.

 Attach Program Contact Sheet –Appendix D

Program Title	2003 General Funds Requested
Totals All Programs	

3. Summarize current services provided by your agency

4. Board of Directors information

How many current board members are there?

How many positions are currently vacant?

How many board members are from the City of Des Moines?

How many board meetings were held in the last 12 months?

How many meetings had a quorum present?

What are the requirements for board membership and how does the agency recruit members?

Community Coordination

5. How does your agency make its services known to the community?

6. With whom does the agency collaborate to provide services? Be specific and give examples.

7. Describe how the agency uses volunteers and what positions they fill.

Accessibility and Cultural Relevance – New Agencies Only

8. Describe how the agency is accessible or is working toward full accessibility in terms of:

a) affordability (sliding fee scale, scholarships, toll-free phone numbers, etc.):

b) cultural and linguistic accessibility, relevance, and sensitivity (ethnicity of program staff, training of appropriate staff, and translation services):

c) communication and physical accessibility (for persons with physical disabilities):

Does the program provide TTY/TDD phone service for the speech and hearing impaired?

Yes ☐

No ☐

If yes, TTY/TDD _____

d) transportation (proximity to public transportation, special transportation programs, vouchers, etc.):

e) immediacy of services (waiting lists, prioritization of client need, etc.):

f) non-discrimination (written policies, practices):

Part II: Program Description

☞ Attach a separate Part II for each program for which the agency is requesting funds ☞

9. Title of Proposed Program

10. Program Contact Person: This must be someone who will be available to answer questions during July and August

Name and Title

(Area Code) Telephone

E-mail address (if applicable)

(Area Code) Fax Number

11. Program Location(s)

12. Program Summary: Describe the target population, program goals and objectives for this program.

13. Describe program modifications during the past year or expected in the next year

14. Document the health or human service issue this program will address. Is there any particular population that is having a significant impact on the program? Explain

15. **Program Budget:** All columns should include total program revenue and expenses except for the last column, representing the grant request.

Revenue Source	2002 Program Revenue	2003 Program Revenue Requested
Federal		
State		
County		
Cities (indicate city name below)		
Foundations		
United Way		
Service Fees		
Other:		
TOTAL REVENUE		

Expenses	2002 Program Expenditures	2003 Program Expenditures	2003 Funds Requested from City
PERSONNEL COSTS			
Salaries			
Benefits			
Total Personnel			
OPERATING SUPPLIES			
Office Supplies			
Rent and Utilities			
Repair & Maintenance			
Insurance			
Postage & Shipping			
Printing & Advertising			
Telephone			
Equipment			
Conference/Travel/Training			
Dues & Fees			
Professional Fees/Contracts			
Direct Assistance to Indiv.			
Administrative Costs			
Other (specify below)			
TOTAL EXPENSES			
NET PROFIT (LOSS) (revenue - expenses) =			

16. In narrative form, explain the use of grant funds as shown in the Program Budget

17. Are there significant budget changes from previous years? What are your plans to address those changes?

18. Program Budget – Detailed Personnel Costs

Job Title	# of FTE Positions	Number of Employees		Annual Salary Range for 1 FTE		Funds Requested
		Full Time	Part Time	Min.	Max.	

What percentage of the this program budget is used for administration (include all costs related to carrying out activities assisted in whole or in part with grant funds).

%

19. What plans do you have to leverage other funding? What funding sources require a match from the City?

20. **Performance Measures:** List two or more quantitative performance objectives for the program year. One objective must be the number of unduplicated city residents to be served. Additional performance objectives must be in terms of measurable units of service, which describe the type of services given (see Appendix C, Service Unit Examples for guidance).

Measure	Annual Goal (city funds only)	Annual Goal (all funding sources)
1 Unduplicated City Clients Served		
2		
3		
4		

Define each service unit.

- 1
- 2
- 3
- 4

Agency: _____

Program: _____

21. **Outcome Measures:** List one or two measurable outcomes of the proposed program. An outcome measure is a systematic way to assess the extent to which a program has achieved its intended result. An outcome answers the question, "What has changed in the lives of individuals, families, or the community?" The following chart is similar to the one used by agencies applying to United Way of King County. Refer to Appendix E for an example of a completed outcome measures form. Questions on completing this chart should be directed to the city to which you are applying.

RESOURCES	ACTIVITIES	OUTPUTS	OUTCOMES

22. Program Demographic Information: Only report the number of Des Moines clients served by this program in the number of clients column. Provide the percentage of the total client population in the percentage of clients column. For income level use the 2002 HUD Income Guidelines given at Appendix A. For disabling condition, use the definition provided at Appendix B.

Select one	☐ Individuals ☐ Households	2002 # of Clients (extrapolated)	2003 Est. # Clients
Client Income Level	30% of median or below		
	50% of median or below		
	80% of median or below		
	Above 80% of median		
	Unknown		
	TOTAL		
Client Gender	Female		
	Male		
Household	Female-Headed Household		
Client Age	0-4		
	5-12		
	13-17		
	18-34		
	35-54		
	55-74		
	75+		
	Unknown		
	TOTAL		
Ethnicity/ Cultural Background	Asian/Pacific Islander		
	Black/African American		
	Hispanic/Latino		
	Native American/ Alaskan Native		
	White/Caucasian		
	Other		
	Unknown		
	TOTAL		
Condition	Disabling Condition		
ESL	Limited English Speaking		

22 (cont.) Program Demographic Information: Please use total program numbers for this chart.

	Jurisdiction	2002 # of Clients (extrapolated)	2003 Est. # Clients
Client Residence	Algona		
	Auburn		
	Black Diamond		
	Burien		
	Covington		
	Des Moines		
	Enumclaw		
	Federal Way		
	Kent		
	Maple Valley		
	Milton		
	Normandy Park		
	Pacific		
	Renton		
	SeaTac		
	Seattle		
	Tukwila		
	Unincorporated. King County		
	Other:		
	Unknown		
	TOTAL		

**CHECKLIST
FOR REVIEWING
HUMAN SERVICES APPLICATIONS**

YES NO

- | | | |
|--------------------------|--------------------------|---|
| ☐ | ☐ | Does the proposal primarily benefit Des Moines residents? |
| ☐ | ☐ | Does proposal meet the City's priorities for funding:
1. meet basic & emergency needs (food, shelter, clothing, and safety)
2. program which is preventative in nature and promotes healthy, violence free families and self-dependence.
3. program that seeks to maintain & enhance the quality of life in persons whose basic human needs are already met. |
| ☐ | ☐ | Will this proposal fill a gap or unmet need? |
| ☐ | ☐ | Is this proposal appropriate for Des Moines, or are other agencies or levels of government more suited to provide the service? |
| ☐ | ☐ | Has the City funded the agency before? |
| ☐ | ☐ | Does the proposal provide culturally appropriate services to diverse populations? |
| ☐ | ☐ | Do the proposal outcomes appear achievable? |
| ☐ | ☐ | Is the program accessible? (easy to get to for Des Moines residents, ADA requirements being met, hours of operation, etc.) |
| ☐ | ☐ | Does the proposal make sense? Is it logical? |
| ☐ | ☐ | If the program serves multiple cities, have the other cities been asked to also fund the services? |
| ☐ | ☐ | Is the amount of money requested proportionate to the number of Des Moines residents being served? |
| ☐ | ☐ | Will City funding supplant other monies (i.e., client donations or fund-raisers)? |
| ☐ | ☐ | Is there evidence of collaboration with other agencies? |

Primary Tasks - Followed by a description of the next steps needed	ACE=Asst Cty Engr CE=Civ Engr ET=Engr Tech
Pacific Highway South Project – Complete SEPA, chann plans, signal permits, undergrounding contract negotiation, right of way acquisition and certification, relocation, getting rid of trailer contracts (may include asbestos contracts), design approval from WSDOT, pond design and acquisition from Kent, construction agreement with Kent, applications for loans, update environmental permits, meet with Kent on KDM I/S design, respond to questions about pond design, planting, illumination design and gateway design, prepare a streetscape memo for council, manage funding.	ACE
24th/216th Project -Design/ Right of Way acquisition – Investigate ownership and schedule meetings with homeowners to discuss property needs (right of way acquisition is not include in consultant contract), prepare a contract with appraiser to have properties appraised as necessary.	CE
16th Avenue South - Design – Meet with consultant to create basic undergrounding plans, set up a utility meeting to discuss and begin to negotiate undergrounding contracts per the current tariffs and franchises, apply for TIB grants and other grants, as well as a loan.	CE
Kent-Des Moines Road - Design – Review 70% plans and work with consultant to resolve issues, review and pay consultant bills	CE
2002 Speed Hump Project – Purchase and supervise installation of temporary humps, conduct before/after study, prepare contract plans for new project	CE
Wesley Signal - Design – Follow Federal requirements for hiring a consultant and prepare council agenda item(s) for hiring the consultant, advertise and conduct interviews etc....	CE
Pacific Ridge Sidewalks - Design – After funding has been approved follow Federal requirements for hiring a consultant and prepare council agenda item(s) for hiring the consultant, advertise and conduct interviews etc....	CE
Arterial Maintenance – Investigate new chip seal method and analyze approach and potential project selection for next year based on funding; advertise and hire new consultant, prepare agenda item for hiring consultant and presenting planned projects; assist consultant in design of chip seal method.	CE
Grants - Prepare applications, studies and documentation to obtain and manage grants for all projects.	CE
Budget Management - Work with Finance Dept. to assemble, monitor and adjust budget as required	ACE

Investigate neighborhood concerns – This work includes investigating and resolving concerns about street lights, traffic signals, sight distance and pavement markings. Frequently it requires speed studies or other in-depth engineering analysis.	CE/ET
Developer Review - Review all development proposals and provide written comments, attend pre-application meetings and other developer meetings	ET
Additional Developer Review - Assist ET with decisions on transportation issues with developments such as site distance and driveways locations.	CE
Impact Fee determination - Review and evaluate fees to be charged as part of Pacific Ridge Mitigation Fee program, and possible new Citywide Transportation Impact Fee program.	CE
Complete Street Vacations	ET
PS&T Committee – take and complete minutes at meetings, prepare packages for meetings, and follow up as necessary.	CE
Attend South County Coordination Meetings with WSDOT – These meetings are held every few months to update the cities on standards changes and to coordinate work among utilities, other cities and the state.	ACE
Attend SCATBD TAC Meetings	ACE
Bridge Responsibilities - Fix bridge files to meet current requirements and schedule bridge inspections; apply for grants to resolve concerns documented in inspection reports.	CE
Signal Management – Pay bills, get repairs done, improve timing (contingent on having software for analysis), prepare a supplement agreement to include maintenance of all signals in the City.	CE
Street Classifications - Apply for revision to federal function classifications to match approved Comprehensive Transportation Plan.	CE
Accident Analysis and tracking database – Per WCIA, this is an extremely important item. Accidents need to be tracked and analyzed to demonstrate that we are funding safety improvements using an appropriate prioritization process	CE
Guardrail Compliance - Review and prepare plan to bring all guardrail in the city up to current required standards.	CE
Traffic Safety Committee - Schedule and prepare agendas for quarterly traffic Safety Committee Meetings.	CE
Website - Prepare a project update list for the new website.	CE
LID – Prepare a council agenda item for the first step in LID approval for Pam Blessing’s undergrounding LID, investigate steps in process and work with Pam on preparing a comprehensive estimate and items needed to take this to council.	CE
Contract Specifications - Revise City specifications and contract boiler plate for projects to be consistent with current referenced spec book and MBE/DBE/WBE laws. Update all contract forms including bonds.	CE

Rewrite Street Standards - Including all street cross sections for widths and depths-create new standard for section depths.	CE
Create striping standards for City – These are long needed for different types of streets to supply to developers, utilities and our own maintenance crews. We have numerous different strategies throughout the City.	CE/ET
Code Revision - Update Manual list in Section 16-15 of City code.	CE
Code Revision - Revise City code for Site Distance and definition of right of way	CE
House Keeping - Clean up storage room downstairs	ET/ACE
Bonds - Revise the current bond quantity worksheet	CE/ET
Prepare Estimates - As needed including: 216th Water District claim, 12th Place paving, Wesley Homes sidewalk and improvements as requested by Manager at Wesley Homes	CE/ET

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Fire and Emergency Medical
Protection Services

ATTACHMENTS: Fire and Emergency Medical
Protection Agreement between
Fire District No. 26 and the
City of Des Moines

FOR AGENDA OF: December 5, 2002

DEPT. OF ORIGIN: Legal

DATE SUBMITTED: November 13, 2002

CLEARANCES: [X] Legal 

APPROVED BY CITY MANAGER 
FOR SUBMITTAL:

Purpose and Recommendation

The purpose of this proposed Interlocal Agreement is to renew the current Agreement with Fire District No. 26, which expires on December 31, 2002, to provide compensation to Fire District No. 26 for fire and basic life support services, and for additional services described in this Agreement, rendered to the City's untaxed real and personal properties located in its Fire District.

MOTION: "To approve the Agreement between the City of Des Moines and Fire District No. 26 to provide fire protection and basic life support services to all real and personal properties owned by the City located in Fire District No. 26, and for additional services described in this Agreement, and to authorize the City Manager to sign such agreement substantially in the form as attached."

Background

In 2000, the City of Des Moines and King County Fire District No. 26 entered into the current Agreement through which the City agreed to pay the District for fire protection and basic life support services provided on or for real and personal property owned by the City and located within the Fire District's service area, and to provide additional services described in this Agreement, which include code enforcement services, fire marshal services, and specialized Marina fire protection services. This Agreement is due to expire on December 31, 2002. The attached proposed Agreement establishes a new three-year term with an automatic extension provision, and readopts an annual payment figure of \$18,000.00, which is subject to annual adjustment by a percentage equal to the increase/decrease in the City's annual levied general property tax.

Alternatives

1. To approve the Agreement between the City of Des Moines and Fire District No. 26, to take effect on January 1, 2003 and to continue for a minimum of three years; and establishing \$18,000.00 as the City's annual payment to the District for fire protection and additional services, which amount is subject to annual adjustment by a percentage equal to the increase/decrease in the City's annual levied general property tax.
2. To reject the Agreement between the City of Des Moines and Fire District No. 26 and direct the City Manager to renegotiate certain provisions as directed by Council.

Conclusion

The attached document is the product of discussions between the two jurisdictions and reflects revisions that establish a three-year term with an automatic extension provision (see § 1) and an identical service payment (see § 7) setting \$18,000.00 as the annual payment figure, which is subject to annual adjustment by a percentage equal to the increase/decrease in the City's annual levied general property tax. These changes have been approved by the Fire District Commissioners. Accordingly, Administration recommends approval of the Interlocal Agreement on the consent calendar.

**FIRE AND EMERGENCY MEDICAL
PROTECTION AGREEMENT BETWEEN
FIRE DISTRICT NO. 26 AND THE CITY OF DES MOINES**

This Agreement is entered into between KING COUNTY FIRE PROTECTION DISTRICT NO. 26, a municipal corporation, hereafter referred to as "District", and the CITY OF DES MOINES, a municipal corporation, hereafter referred to as "City" (District and City are collectively referenced as the "Parties").

This Agreement is entered into by the City under the authority of RCW 35A.11.040 and the District under the authority of RCW 52.12.031 and in conformity with chapter 39.34 RCW, the Interlocal Cooperation Act.

The City is annexed into the District and the District levies a real property tax on all taxable real property located in the City as compensation for the services rendered to the residents and properties. The District also provides, as indicated in this Agreement, additional services to the City. It is necessary that the District be compensated for the additional services.

To carry out the purposes of this Agreement and in consideration of the benefits to be received by each party, it is agreed as follows:

1. **Term.** This Agreement shall take effect on January 1, 2003, and shall continue for a minimum of three (3) years. In the event either party shall desire to terminate this Agreement at the end of the three year term, the party shall give to the other party written notice of termination not later than the end of the 24th month of the term. In the event that the Agreement has not been terminated by either party at the end of the three year term, the Agreement shall continue in effect until twelve (12) months after either party gives written notice of termination to the other party.

2. **Services.** The Fire District agrees to furnish fire protection and basic life support services to all real and personal properties owned by the City located in the Fire District. Such fire and basic life support services shall be rendered on the same basis as such protection is rendered to other areas within the Fire District or with which the Fire District has contracts, but the Fire District assumes no liability for failure to do so by reason of any circumstances beyond its control. In the event of simultaneous fires or medical aid calls whereby facilities of the Fire District are taxed beyond its ability to render equal protection, the officers and agents of the Fire District shall have discretion as to which call shall be answered first. The Fire District shall be the sole judge as to the most expeditious manner of handling and responding to emergency calls.

3. **Code Enforcement Services.** The District agrees to provide building inspection and new construction plan review services required under the Uniform Fire Code and the ordinances of the City. It is acknowledged that the parties recognize that the District, by statute, has no authority or duty to enforce any provisions of the code or to enforce ordinances of the City except under the terms of this Agreement. The City agrees to appoint the Chief and Fire Marshall of the District as the Chief and Fire Marshall of the City.

4. **City Annexations.** The City recognizes that the expansion of the City boundaries through annexations automatically expands the District boundaries and service area. An increase in the District's service area could result in a need for additional station facilities, equipment and personnel or in a need for the District to contract with another municipal corporation for services. The City agrees that it will advise the District, as early as possible, of any potential annexation and will discuss with the District any measures that may be necessary to mitigate the impact on the District.

5. **Major Developments.** The City recognizes that major commercial and industrial developments within the City could have a significant impact on the District and could require the District to obtain additional station facilities, equipment, personnel, training or to contract for specialized services. The City agrees that in the event that any such development is proposed to be constructed in the City that the City will immediately notify the District and will discuss with the District any measures that may be necessary to mitigate the impacts on the District.

6. **Marina Services.** The parties recognize that the City marine facilities, including boat moorages, fueling facilities and other unique structures and service areas present potential fire and personal injury hazards that are not common within the other areas of the District. The protection of such facilities requires specialized equipment, chemicals, training of personnel and insurance coverages. The Fire District agrees to provide these specialized services and equipment, including a fire-rescue boat, to the City. The City agrees that in the event boat taxes or registration fees for the purpose of fire and basic life support services are available to the City, the City will collect and transfer such revenues to the District.

7. **Payment by City for Services.** In consideration for the services by the District, the City agrees to pay the District a "Fire Service Payment" in the amount of \$18,000.00 annually, commencing in the year 2003. Payments shall be made on a quarterly basis, within 30 days following the quarter covered by such payment. The "Fire Service Payment" amount shall be subject to annual adjustment (i.e. increase or decrease) by a percentage equal to the increase/decrease in the City's annual levied general property tax.

8. **Service Limitation.** The District makes no guarantee or assurance of providing responses within any specific period of time or of the number and types of equipment and number of personnel that will respond at any particular emergency. The duty of the Fire District to provide emergency services under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, the District does not incur a special duty to the city.

9. **Enforcement of Uniform Codes.** The City agrees to enact and enforce the uniform building and fire codes as adopted by the State. The City further agrees to use its best efforts to prepare and enact suitable water and hydrant codes.

10. **Liability.** Each of the parties shall, at all times, be solely responsible for the acts or the failure to act of its personnel that occur or arise in any way out of the performance of this Agreement by its personnel only and to save and hold the other party and its personnel and officials harmless from all costs, expenses, losses and damages, including cost of defense, incurred as a result of any acts or omissions of the party's personnel relating to the performance of this Agreement.

11. **Insurance.** The District shall provide insurance coverage for all facilities, equipment and personnel of the District. Such insurance shall include all risk property insurance, insuring District equipment and buildings at replacement cost; general liability insurance, including errors and omissions coverage, with a policy limit of \$4,000,000.00; complete auto insurance, including comprehensive and collision coverage; and liability coverage with a limit of \$4,000,000.00. The District shall furnish to the City appropriate documentation showing that such coverages are in effect and that the City is an additional insured on the policies.

12. **Notices.** All notices, requests, demands and other communications required by this Agreement shall be in writing and, except as expressly provided elsewhere in this Agreement, shall be deemed to have been given at the time of delivery if personally delivered or at the time of mailing if mailed by first class, postage pre-paid and addressed to the party at its address as stated in this Agreement or at such address as any party may designate at any time in writing.

13. **Severability.** If any provision of this Agreement or its application is held invalid, the remainder of the Agreement or the application of the remainder of the Agreement shall not be affected.

14. **Modification.** This instrument constitutes the entire Agreement between the parties and supersedes all prior Agreements. No modification or amendment shall be valid unless evidenced in writing, properly agreed to and signed by both parties. In the event that either of the parties shall desire to re-negotiate any of the provisions of this Agreement, such party shall notify the other party in writing of its intent. Such request to re-negotiate shall not be considered a notice of termination.

15. **Benefits.** This Agreement is entered into for the benefit of the parties to this Agreement only and shall confer no benefits, direct or implied, on any third persons.

16. **Police Support.** The City agrees that in the event the District shall require police assistance at the scene of any emergency within the City limits, that the City shall provide the necessary police support services if available. The City makes no guarantee or assurance of providing responses within any specific period of time or of the number and types of equipment and number of personnel that will respond at any particular emergency. The duty of the City to provide emergency services under the provisions of this Agreement is a duty owed to the public generally and by entering into this Agreement, the City does not incur a special duty to the District.

17. **Reports.** The District agrees to provide the City with a copy of its annual report together with a report indicating the number and nature of responses by the District within the City that occur during the term of this Agreement.

18. **Arbitration.** Any controversy which shall arise between the City and the District regarding the rights, duties or liabilities under this Agreement of either party shall be settled by arbitration. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the City, one by the District and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the state of Washington as applied to the facts found by the arbitrator or arbitrators.

19. **Concurrent Originals.** This Agreement is signed in four (4) counterpart originals.

City of Des Moines

King County Fire Protection
District No. 26

By: _____
Anthony A. Piasecki
Its City Manager
By direction of the City Council at its Open
Public Meeting on _____
Date: _____

By: _____
Chair

Date: _____
By: _____
Secretary

Attest:

By: _____
Des Moines City Clerk
Approved as to form:

Approved as to form:

By: _____
Linda A. Marousek
Des Moines City Attorney

By: _____
Clark B. Snure
Attorney for Fire District No. 26

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: RCAA Final Billing

FOR AGENDA OF: December 5, 2002

ATTACHMENTS:

Various Letters and Memos regarding
RCAA's Agreement with Des
Moines and Final Payment

DEPT. OF ORIGIN: City Manager's Office

DATE SUBMITTED: November 27, 2002

CLEARANCES:

[] Legal _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AS

Purpose and Recommendation

The purpose of this report is to provide the City Council an opportunity to review the information supplied by the Regional Commission on Airport Affairs (RCAA) regarding the services they provided in 2002 to satisfy their responsibilities per the agreement between the City of Des Moines and RCAA and to determine the final payment amount the Council will authorize for these services.

Suggested Motion:

"I move to authorize payment of \$_____ to the Regional Commission on Airport Affairs as full and final payment for services provided in 2002."

Background

The City of Des Moines contracts with RCAA to provide various services to educate the public concerning the environmental, economic and social effects of the proposed third runway and related expansion of Seattle-Tacoma International Airport. The attached copy of the 2002 agreement provides greater detail. For these services, the City agreed to pay RCAA \$28,000 in quarterly installments of \$7,000 each.

Discussion

At its September 5, 2002, meeting, the City Council voted to terminate the contract with RCAA. The City Manager notified RCAA of this action in a letter dated September 10, 2002, with an effective date

of October 14, 2002. Under paragraph 5 of the contract, RCAA is "entitled to pro rata compensation based on the number of months this contract has remained in effect and the quantity and quality of services performed by RCAA on behalf of the City".

On September 6, 2002, RCAA sent the City an invoice for \$7,000 for services rendered in the first quarter of 2002, and an invoice for \$7,000 for services rendered in the second quarter of 2002. Attached to these two invoices was a detailed list of RCAA's 2002 expenditures to date. On September 20, 2002, RCAA invoiced the City \$7,000 for services rendered in the third quarter. Finally, on October 14, 2002, RCAA sent a final, pro rata invoice totaling \$1,065.22 for the first 14 days of the fourth quarter. Attached to this invoice was a letter detailing the services RCAA has rendered on behalf of the City and copies of several years worth of RCAA newsletters. All of this material has been previously given to the City Council and is attached to this report for Council's convenience.

Alternatives

The City Council may elect to pay all, part or none of the billings from RCAA, based upon Council's evaluation of the quantity and quality of services performed by RCAA on behalf of the City.

Financial Impact

The total billings amount to \$22,065.22. \$28,000 was allocated in the 2002 Budget for the RCAA contract.

Recommendation

None.

**AGREEMENT FOR SERVICES
BY AND BETWEEN
THE CITY OF DES MOINES AND
THE REGIONAL COMMISSION ON AIRPORT AFFAIRS ("RCAA")
FOR THE YEAR 2002**

The CITY OF DES MOINES ("City"), a municipal corporation, and the REGIONAL COMMISSION ON AIRPORT AFFAIRS ("RCAA") agree as follows:

FACTS AND ASSUMPTIONS

THIS AGREEMENT is entered into on the basis of the following facts and assumptions:

RCAA is a corporation, incorporated under the Nonprofit Corporations Act of the State of Washington.

The purpose for which RCAA is organized is to actively oppose the proposed third runway and related expansion of Seattle-Tacoma International Airport (Sea-Tac Airport) and to educate the local public concerning the environmental, economic, and social effects.

The RCAA recognizes that the City, in cooperation with the Airport Communities Coalition (ACC), is or may become engaged in litigation with the Port of Seattle, the Federal Aviation Administration, the Puget Sound Regional Council and others regarding many of the same issues with which the RCAA is concerned.

For these reasons, the City Council of the City of Des Moines has allocated funds to contract with RCAA which will be of assistance to the City in regards to the third runway or expansion of Sea-Tac Airport.

AGREEMENT FOR SERVICES

Accordingly, and in reference to the foregoing, the parties agree as follows:

1. RCAA Responsibilities

(a) RCAA shall provide to the City services which the City may from time to time require in achieving the goals previously described with regard to the third runway or expansion of Sea-Tac Airport. These services shall include the following:

- Information booths at public festivals in Burien, Normandy Park, Des Moines, Federal Way, Tukwila, Beacon Hill, Magnolia and other areas impacted by the expansion of Sea-Tac Airport;
- Schedule monthly citizen involvement activities in Olympia, Seattle, Sea-Tac Airport and the Greater Puget Sound Region, as necessary;

- Host town meetings in the Greater Puget Sound Region to inform and educate the public and elected officials as needed.
- Maintain a web site to provide in-depth and immediate information to the public;
- Publish a quarterly newsletter;
- Recruit new members;
- Expand the mailing list upon request of city councils;
- Send action alerts to all RCAA members as deemed necessary by the RCAA Board of Directors;
- Placement of informational advertisements as deemed necessary by the RCAA Board of Directors;
- Conduct elected official outreach at the state, county, and local levels;
- Provide other activities as deemed necessary by city councils;

(b) RCAA shall ensure that all of its activities on behalf of the City are in compliance with applicable state, federal and local law, including without limitation, any reporting requirements of the Washington Public Disclosure Commission that are applicable, or in the future become applicable, to actions or assignments undertaken by RCAA;

(c) RCAA will at all times maintain accurate and appropriate financial records. At any time during the term of this Agreement, within seven (7) days of a written request from the Des Moines Finance Director, RCAA agrees to make available to the City Finance Director for audit and inspection any and all records maintained by RCAA, including without limitation, receipts for goods, services, payroll, expenditures, and study costs; and

(d) RCAA will regularly seek contributions through its mailings and public activities.

2. *Limitations on RCAA Activities*

To ensure that RCAA's efforts are consistent with and complement the City's efforts through the ACC, the RCAA shall not use City funds for the following activities, without the prior approval of the City:

- Retaining experts or professionals to assist in developing technical information related to the impacts of Sea-Tac Airport;
- Dissemination of technical reports or other technical information prepared in contemplation of litigation, or in any manner related to the issues raised (or to be raised) in ACC litigation;
- Retain any professional or consultant who has been retained by the ACC (unless approved by the ACC); or

- Publication (including electronic publication) of any attorney/client privileged materials prepared for litigation by the ACC, its counsel, consultants, or staff.

3. *RCAA Meeting Requirements*

An officer of the RCAA shall meet with a member or members of the City staff on a periodic basis so that the City may provide RCAA with its requirements and RCAA may report on services rendered.

4. *City Responsibilities*

In consideration of the services performed by RCAA, the City shall compensate RCAA in the amount of twenty-eight thousand dollars (\$28,000.00) during the year 2002, payable in four installments, which shall be paid on or before February 15, 2002, May 15, 2002, August 15, 2002, and November 15, 2002, or when otherwise authorized by the City Council..

5. *Termination*

This contract may be terminated by either party upon thirty (30) days written notice, in which event RCAA will be entitled to pro rata compensation based on the number of months this contract has remained in effect and the quantity and quality of services performed by RCAA on behalf of the City.

6. *Independent Contractor, Hold Harmless Agreement*

RCAA warrants and understands that in performing services under this agreement, it is an independent contractor and is not an agent, servant, or employee of the City of Des Moines and it will not represent itself as such. RCAA agrees to defend, indemnify, and hold the City, its officers, officials, agents, employees, and volunteers harmless from any claim, damages, suit, action or liability, costs of expenses in law or equity, including attorney fees and expenses in defending against any such claim because of damages to property or personal injury arising out of the services performed under this agreement, which may be occasioned by any willful or negligent act or omission of RCAA, or any of RCAA's agents, servants, employees, or subcontractors, except to the extent such injury is caused by the negligent or willful misconduct of the City, its directors, officers, agents, servants, or employees.

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//
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7. ***Ratification, Confirmation, and Retroactive Application.***

Any acts consistent with the authority and prior to the effective date of this agreement are hereby ratified and confirmed. This agreement is effective as of January 1, 2002.

DATED this 12th day of February, 2002.

APPROVED AS TO FORM:



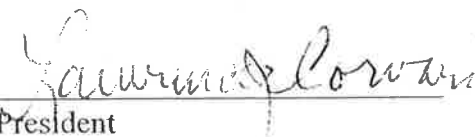
Gary N. McLean
City Attorney

CITY OF DES MOINES

By 

Robert L. Olander
Its City Manager

REGIONAL COMMISSION ON
AIRPORT AFFAIRS

By 
Its President

MEMORANDUM

Date: October 30, 2002

To: City Council

From: City Manager 

Subject: Information from RCAA Regarding Services Provided in and Billings for 2002

cc: City Attorney

Attached is information that I have received from the RCAA regarding the services that they have provided to the City of Des Moines in 2002. Also attached are copies of their quarterly billing statements for the first three quarters of 2002 and a prorated bill for the first two weeks of October. An item has been placed on the November 14, 2002, City Council meeting agenda to discuss RCAA's billings and to allow the City Council to decide if the services rendered meet the terms of the contract between the City and RCAA.

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) 870-6540



October 29, 2002

Lawrence J. Corvari, President
Regional Commission on Airport Affairs
19000 Fourth Avenue S.W.
Normandy Park, WA 98166

Dear Mr. Corvari:

Thank you for your letter of October 14, 2002, providing the requested information concerning RCAA services. The City of Des Moines will determine its 2002 payment to RCAA for all time periods prior to termination of the 2002 contract, including the first two quarters of 2002 that were first billed to the City on September 6, 2002, under the termination provision of the contract. That language specifically states that:

RCAA will be entitled to pro rata compensation based on the number of months this contract has remained in effect and the quantity and quality of services performed by RCAA on behalf of the City.

We expect that the City Council will consider this issue on November 14, 2002. I invite a representative of RCAA to address the Council during the discussion on this issue. Please advise me who will represent RCAA at the November 14 meeting.

Thank you again for your response to my letter. Please let me know if you have any questions.

Sincerely,

Tony Piasecki
City Manager

TP:sb



City of Des Moines

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September 10, 2002

Lawrence J. Corvari, President
RCAA
19900 Fourth Avenue SW
Normandy Park, WA 98166

Dear Mr. Corvari:

The City Council of the City of Des Moines, at its September 5, 2002 meeting, directed that the City terminate its contract with RCAA. In accordance with Paragraph 5 of the contract between the City and RCAA, you are hereby notified that the City terminates its contract with RCAA, effective October 14, 2002. This termination date provides you with thirty days written notice of termination, as required by the contract, counted as required by Civil Rule 6.

Under Paragraph 5 of the contract, upon termination of the contract, RCAA is "entitled to pro rata compensation based on the number of months this contract has remained in effect and the quantity and quality of services performed by RCAA on behalf of the City." To permit the City to comply with this provision, please provide the City with a final billing by October 1, 2002, for services provided through October 14, 2002, giving both a pro rata calculation and detailed identification of services provided and dates of services, for January 1, 2002 through October 14, 2002. In order to allow the City to evaluate the "quantity and quality of services," in addition please provide a detailed identification of services provided, and dates of services, under the 2001 contract with the City. The City acknowledges that on September 6, 2002, you provided us with a billing for the first two quarters of 2002. The City requests that you provide us with the additional detailed information requested in this letter for both 2001 and 2002, in order to facilitate our timely final payment under the contract.

Thank you.

Very truly yours,

Tony Piasecki
City Manager

TP/LAM:vs

Cc: Linda A. Marousek, City Attorney

W101:RCAA/02-057

14 October 2002

Tony Piasecki
City Manager
City of Des Moines
21630 Eleventh Ave. So., Suite A
Des Moines, Washington 98198-6398

Re: RCAA billings to Des Moines:

Dear Mr Piasecki:

Please find enclosed for staff review & Council action our invoice for services for the fourth quarter, 2002, totaling \$1,065.22. The computation leading to this figure is shown on the invoice itself. Given that our services are continuous & ongoing, we believe that the appropriate method for computing the amount due us per contract for the fourth quarter is simply to prorate the quarterly payment of \$7,000 between days when the contract was in force (1-14 October), and the balance of the quarter. Your letter of 10 September, terminating the contract, asked for this computation specifically. While your letter terminating the contract asked for this billing by 1 October, our leadership has felt that it was inappropriate to submit a final bill before the terminal date, and our Office Administrator has discussed this with you, to, we believe, mutual agreement.

Your letter also asks for "detailed identification of services provided and dates of services, for January 1, 2002 through October 14, 2002". We trust that RCAA's services for the first three quarters of 2002, for which invoices are outstanding and unpaid, are not in dispute. There has been not the slightest hint of dissatisfaction with those services. Accordingly, we assume that the invoices for the first three quarters are being processed for timely payment, and that the request for a delineation of services during those quarters is only made to permit a basis for comparing prior services with services provided in the period 1-14 October.

* * * * *

It is appropriate to state at the outset that RCAA has provided the same services, in the same way, during the period 1-14 October, as during the period 1 January 2002 to 30 September 2002, and that services provided in the Year 2002 are very similar to those provided in Year 2001.

The services provided by RCAA to Burien, Des Moines, and Normandy



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Normandy Park, WA 98166
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Affiliates

CANE

C.A.S.E. (Citizens
Against Sea-Tac
Expansion)

Seattle Community
Council Federation

Seattle Council on
Airport Affairs

RCAA

Tony Piasecki
Re: Final Billing
14 October 2002
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Park under its three separate but virtually identical contracts with those cities are generally of an indirect nature.

By that, I mean that instead of, say, providing material goods for the City's use, or performing consultant services direct to the City (as an engineer might do with respect to a proposed capital improvement), we provide services to the general public and others for the advantage of the City.

Purpose of services. As is said in the contract, RCAA's work is intended to "be of assistance to the City in regards to the proposed third runway and related expansion of Sea-Tac Airport". A list of activities that RCAA can engage in under this rubric is found in Paragraph 1(a) of the basic contract. And, naturally, we engage in other actions & activities in support of the no-third-runway position, though they are not listed per se in the contract. Generally, we have accepted the guidance of the Airport Communities Coalition in many of these day-to-day activities, tailoring our work to dovetail with theirs, and to be supportive of their rôle as the principal opponent of the runway project. Most our services can best be described as public-involvement and public-relations activities, premised on opposition to the third-runway project at Sea-Tac Airport, and other expansion projects there. Opposition to Sea-Tac expansion, and particularly, opposition to the third-runway proposal, has been this organization's focus since its founding, and that was the focus throughout 2002 – which is not just our position but is the position of the City of Des Moines, the other contracting cities, our friends & supporters, our affiliated organizations, and the Airport Communities Coalition.

Continuous services. Some of RCAA's services are provided day & night, week in & week out ("365/24/7"). This is particularly true of our pioneering website, which is the first great airport-concern website run by a citizen group. It is available for use by anyone any time. The website requires the services of a consultant webmaster, supported by information continuously fed to her by members of our Board, interested members of the public, and our Office Administrator. The website contains an ever-growing accumulation of Sea-Tac information that is difficult – perhaps impossible – to obtain elsewhere. Also provided 365/7/24 is our telephone answering service, by which we field public inquiries about Sea-Tac issues – many of them referred to us by staff of the contracting cities.

Work-day services. Some of our services are provided four days a week: Our office is open for regular business hours four days a week, with contract staff on duty to field phone, FAX, e-mail & in-person requests for information from contracting cities, ACC staff & consultants, other agencies, and the general public. In recent years, our office has received many requests for assistance in research and documentation from the ACC's attorneys and consultants, and from leadership, attorneys, and consultants of Citizens Against Sea-Tac Expansion, both of which

RCAA

Tony Piasecki
Re: Final Billing
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have been actively involved in third-runway litigation on behalf of the ACC cities and the general public. We maintain extensive archives of relevant information and a library now occupying two rooms. Access to these resources is available during office hours to the public (but around the clock to our Board members, and as needed at any time by appointment through our contract staff).

After hours. Our Office Administrator reminds me that he handles a good volume of e-mail traffic outside of normal business hours for our Board and our affiliated organizations – this is a seven-day-a-week activity. He is not alone in this – our Board members are in touch with one another & with staff & consultants without regard to formal business hours. Urgent matters are dealt with urgently. The Administrator also reviews several e-mail publications relating to airport issues on a seven-day-a-week basis, & passes along items of interest to Board members, other volunteers, and affiliated organizations, and on occasion to news media.

Periodic services. Some of our services might be said to be provided periodically, although their impact is spread over long time periods. This category includes our (former) print newsletters and our present web letters. We published a quarterly print newsletter, focused on Sea-Tac issues, for several years, mailing to an extensive list. About 6000 Des Moines households received the newsletter regularly. Until we cut off Federal Way mailings, total distribution ran to about 40,000, and thereafter, to about 28,000. These newsletters went to all members of the Legislature, to the Congressional delegation & relevant staff, and to all voting members of the Puget Sound Regional Council, as well as the general public (some sample copies of the print newsletter are enclosed). There is further discussion of newsletters below.

Water-quality consultant. As you will note in reviewing our financial reports for Years 2001 and 2002 (previously furnished), a large item of expense for us in the last couple of years has been the services of our outstanding water-quality consultant. He has been a critical link in the technical arguments on our side of the third-runway administrative proceedings and associated litigation, with respect to environmental issues. His work has been significant in support of both the Airport Communities Coalition and C.A.S.E. (Citizens Against Sea-Tac Expansion) in this complex & highly technical effort. He has kept a watchful eye on how the Airport impacts Des Moines Creek -- rather a direct benefit to the City of DM. (We are not aware of anyone on your staff with these duties and expertise.) He reviews almost every water-quality document that is issued by any party – most importantly in the last few weeks, the drafts of the proposed renewal permit for the Airport under sec. 402 of the Clean Water Act (“NPDES permit”), & the Port’s voluminous comments on the drafts. He is a key member of the Technical Committee. He is invaluable to us in preparing for the forthcoming hearing on the renewal. All of these services

RCAA

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have been continuous and ongoing.

Web-based Newsletters. As you may be aware, our Board made a decision some months ago to switch to a different form of newsletter. This was not only a cost-cutting measure (postage costs are accelerating) but also the result of a prolonged Board review of the effectiveness, as well as timeliness, of this method of reaching the public with the Sea-Tac runway message. So, we now issue a "webletter", a less formal, and very timely, newsletter that is posted monthly on our website, with an e-mail alert sent to our e-mail lists at the time of posting. The first of these was posted in mid-August, the second, in mid-September, and the editors and the chairman of the Board's Communications Committee are at work on the third, scheduled for issuance on or about 24 October.

Episodic services. Some of our services are episodic, especially "Action Alerts". As occasion requires, we send out mailings to interested people about special events of interest, such as the various public hearings on the JARPA (sec. 401.404) applications, and the efforts of Mr Hopkins to revive the ill-fated Des Moines conveyor-belt proposal. In the last few months, we set aside funds for an Action Alert on the long-expected public hearing for a new sec. 402 ("NPDDDES") permit for Sea-Tac Airport, and Board, staff, and consultant time has been expended in preparing for that Alert and for the public hearing.

Services to individuals. Some services are provided to specific persons. These include:

- Dealing with noise & flight-corridor inquiries
- Requests for information and research assistance, primarily from ACC's lawyers and consultants in the last few months, but also from the general public. Here's a comment that came in (unsolicited) the other day from a member of the public:

I personally have benefited greatly from RCAA's resources and from Chas' Insights {"chas" refers to our Office Administrator}. The mailed newsletter was extremely helpful to me as a newcomer to this area to understand just what was going on.

(Maintaining an office with staff has been essential to our mission of building support for the runway position of the ACC cities.)

- Working with beat reporters. RCAA is recognized as a source for information on Sea-Tac related issues, so we receive some independent inquiries from various print media. In addition, we pass along news tips and formal news releases to the local dailies and to the national e-mail airport-interest publications, all in aid of the no-third-runway effort.

* * * * *

RCAA

Tony Piasecki
Re: Final Billing
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With respect to all of these activities, it has not been practical to engage in highly detailed accounting exercises, to allocate each hour of volunteer, staff, or consultant time to a particular category of activity, & then allocate the benefits of that activity as between the City of Des Moines on the one hand, other cities on the other, not to speak of the general public. To date, this has not been a requirement from any of the contracting cities.

We do track expenditures for special projects – like our recent aerial photography of various Sea-Tac construction sites (not available for inspection on the ground). We cannot (without a huge amount of new work) produce an accounting, hour by hour, for all of the time of Board members, other volunteers, contract staff, and other consultants. As is the case in any organization, a good deal of the expenses goes to overhead – phones, publications, contract staff. And there are services that are difficult to categorize – staff attendance at Port Commission meetings; Technical Committee members' meeting with the Army Corps of Engineers or the Department of Ecology; testimony at hearings; formal written comments on a variety of Airport-related issues; staff support to member groups – to mention just a few such activities.

The Board believes that it is not readily feasible to draw a distinction – which would be utterly artificial – between activities & expenditures that benefit the City of Des Moines separate and apart from benefit to the other contracting cities. For example, we made, at their request, a large contribution to the radio advertising campaign that ACC mounted earlier in the year. (This shows up in the accounting report that we sent you a few weeks back.) But how would one allocate the benefit of that expenditure as between the three cities? The cities' representative, the ACC, asked for the help; we provided it as part of the common effort.

I trust that you, your staff, & Council will find this sufficiently responsive to your inquiry. If not, please advise,

Yours sincerely,



Lawrence J. Corvari
President

Encls: Final invoice; sample print news letters

REGIONAL COMMISSION ON AIRPORT AFFAIRS

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Normandy Park, Washington
98166-4043
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E-mail: rcaa@earthlink.net

STATEMENT

14 October 2002

City of Des Moines
21630 11th Ave. So.
Des Moines, Washington 98198-6838

RE: Services, portion, fourth quarter, 2002
As per contract between RCAA and the City of Des Moines

Normal quarterly payment per contract, \$7000
Fourth quarter, 92 days
Contract days, 14
Percentage, 15.2
Prorated amount due: $0.152 \times 7000 = \$1065.22$

Amount due:

\$1065.22

INV02-03-DM

IN BRIEF

Election Coverage:

Port of Seattle: Runway Foes Chosen To Challenge Incumbents

The third runway is emerging as an issue in Port Commission elections.

In the primary election on 18 September, two announced opponents of third-runway construction at Sea-Tac Airport were selected by voters to oppose incumbent Port Commissioners in the general election.

For Position 3, Richard Pope received 42,317 votes, and will face incumbent Paige Miller (with 87,662 votes). Two other challengers received a total of 30,716 votes. Mr Pope attributed a good part of Ms Miller's support to endorsements by Democratic Party groups.

In the Position 4 race, incumbent Pat Davis received fewer votes than the combined opposition. Christopher R. Cain will oppose her in the 6 November election. Ms Davis received 67,844 votes, Mr Cain, 39,488, Jake Jacobovitch, 29,187, and Al Yuen, 20,055. The *Post-Intelligencer's* election coverage erroneously reported that Mr Cain was not an active candidate; and did not even mention that he would be on the November ballot. Ms Davis' share of the vote (less than 44 percent) shows that the long-time incumbent is in serious difficulty.

Only two candidates filed for the seat now held by Jack Block—Mr Block and Lawrence Malloy. Their names will appear on the general-election ballot. Mr Malloy is a very keen supporter of the third runway. Mr Block has been known to express an occasional doubt.

Highline Area Races

In the Highline area, all candidates for City Council posts in Normandy Park and Burien are opposed to the Sea-Tac third-runway project, & the runway is not an issue at this time in the city of SeaTac.

In Des Moines, there are clear differences between the finalists on this issue. At present, all members of the Des Moines Council oppose the runway project & are supporters of the

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Highline School Bonds

Story on page 2.

Truth in Aviation

The Newsletter of the Regional Commission on Airport Affairs

Vol. 7, No. 2

Fall 2001

WHAT NOW?

Two weeks after the attacks on the World Trade Center & the Pentagon, Congress was forced to bail out the airlines to the tune of \$15 billion. Some industry-watchers claim business will rebound quickly once people relax a little. Others, however, point out that the airlines were in big financial trouble *before* the Trade Center disaster because of a persistent drop in business travellers. This part of the problem, they argue, is likely to persist for a very long time, even if the public regains its confidence. The airlines themselves and Boeing seem to fall in to the latter camp, laying off tens of thousands.

Additional security needs will have a huge impact on airports. Some may never re-open. All of this affects airport expansion projects planned across the country, which are dependant on industry profits and customer demand. Sea-Tac's expansion is one of the most expensive in the country and will likely take some major cuts.

At many airports across the U.S., expansion projects are in serious jeopardy, as the money streams dry up. The immediate impacts are two-

fold: first, fewer travellers means less money collected from passenger facility charges (PFCs), & second, insolvent airlines cannot meet their lease payments to airports. Third, revenues from the federal tax on aviation fuel & other taxes on air travel will start to fall. FAA's grants for airport construction come from these taxes.

Here's what is happening at some representative airports.

Twin Cities (Minneapolis - St. Paul, Minnesota). The St. Paul *Pioneer Press* reported on 22 September that the balance of a \$2.7 billion expansion project at the Minneapolis-St. Paul Airport was at risk. To balance its budget the airport is likely to cut capital costs. Of the \$2.7 billion expansion project, between \$1.75 billion and \$2 billion already has been spent or committed.

San Francisco. According to the *San Mateo Daily Journal* (20 September), the terrorist attacks may impact the decision whether or not to proceed with expansion at San Francisco. (The airport wants to fill in a big piece of the San Francisco Bay to make new land for the runway.)

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ACC Blasts DOE Process, Appeals to State Pollution Board

On August 10 the state Department of Ecology (DOE) issued a Section 401 water quality certification for the third runway project. This is the third attempt by the Port to get its 401 approval. This process has been watched with concern by people in the airport communities ever since DOE reassigned the lead analyst, Tom Luster, to "more pressing projects", hired Port consultants as "independent" technical reviewers, and "negotiated" the certificate in meetings chaired by a mediator paid for by the Port. (See *TIA* Summer 2001, p.5.) The Airport Communities Coalition (ACC) has appealed the decision and asked for a stay. The hearing on the stay is scheduled for mid-October 2001, but no schedule for the main appeal has been set.

The 401 decision is a one-time opportunity for the State to determine whether the third runway meets applicable state aquatic resource regulations. These regulations cover areas such as fill, stormwater discharges, decreased streamflow, groundwater, water quality in the streams, and wetland health. By law, the Port must demonstrate that there is "reasonable assurance" that construc-

tion and the third runway itself will not violate State water quality standards.

Affidavits from experts in support of ACC's appeal point out that the Port did not even provide the information necessary to decide if applicable water quality standards *could* be met, much less reasonable assurance that they *would* be met. For example, instead of requiring a plan showing that the Port can prevent transport of contaminated groundwater through old utility corridors under the airport, DOE will allow the Port to submit the plan 60 days *after* the issuance of the certification. This, despite the fact that the Port has had years to come up with a plan, but has failed. ACC's lawyers point out that this gerrymandering of the requirements also destroys the public's legal right to comment on the plan.

In some instances, the Port provided conflicting information. For example, different Port reports claim that water behind the 150-foot high retaining wall, the "Great Wall of Sea-Tac", will transport through the wall, be diverted under the wall, or be collected behind the wall for later dis-

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IN BRIEF

Highline Schools, Port Agree to Noise Pact

Settlement may have been reached in the long-running dispute between the Highline School District and the Port of Seattle about mitigation of jet-plane noise in classrooms, a development welcomed by the Regional Commission on Airport Affairs (RCAA).

In a "memorandum of understanding" between the District, the Port, Gov. Gary Locke, and U.S. Rep. Adam Smith (D-9), sources for up to \$200 million in noise-mitigation money were identified, & the parties agreed to enter into a more-detailed agreement by 31 December.

Port Doubles Its Offer

In a breakthrough, the Port agreed to contribute up to \$50 million of its own money. Previously, the Port had only offered \$40 or \$50 million that it might receive from the Federal Aviation Administration for noise mitigation. Highline School District will put up \$50 million, to

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IG To Audit Runway Costs

The Office of the Inspector General of the U.S. Department of Transportation and U.S. Rep. Adam Smith (D-9) have announced that the staff of the Inspector General will analyze the current estimated costs and sources of funding for the third-runway project at Sea-Tac. The audit will also cover 13 other major runway projects in the U.S. that are scheduled for completion by 2007.

Rep. Smith seeks a broader review of the third runway. He is pressing the Inspector General to report on the violation of a major condition in the Governor's certificate to the U.S. DOT that runway construction would not violate water-quality standards. He also has suggested that the Port of Seattle is not in compliance with fiscal standards for federally-assisted projects because it does not have a budget for the third runway—no current cost estimates & no complete financing plan.

Critics of the runway project wonder if the Inspector General can obtain from the Port what no-one else has been able to get: a complete, current cost estimate, and a description of a realistic financing plan.

Truth in Aviation

The Newsletter of the Regional Commission on Airport Affairs

Vol. 7, No. 2

Summer 2001

Port Announces New \$3 Billion Terminal for Sea-Tac Airport

On 8 May, the Port of Seattle Commission approved final design and funding for a \$94 million upgrade of the main terminal at Sea-Tac Airport. Construction work on the project is to begin in a year. The renovated terminal is scheduled for a grand re-opening in September 2004.

The airport also has pending a project for expansion of its south terminal, at a cost of \$375 million.

On 26 June, Port staff presented the Port Commission with its preliminary plans for a new north terminal, to be located about 1300 yards north of the existing main terminal. The cost estimate for this project is \$3 billion. Planners told the Commission that a detailed cost analysis would be available in about two years.

Bells, Whistles, and Gold-Plating

Included in this project would be expansion of the existing northern satellite terminal, one new 'people mover', two new parking garages, and three new concourses, with a light-rail station as an op-

tion as well. The cost includes removal and relocation of two freeways, and relocation of several cargo operations. According to the Port's planners, this third terminal is needed in order to accommodate a predicted increase in passenger traffic. The present main terminal was planned for 25 million travelers a year, and the new terminal is needed for the additional 11 million increase expected by the year 2010. Staff expects construction to start in the year 2004 and to be complete in 2014.

No firm sources of funding were identified by staff. One major component of funding for airport capital projects is revenue from tenant airlines. The Port has been in private negotiations with major airline tenants for a new master lease agreement since spring 2000. The present leases expire at the end of this year, and the Port wants hefty increases in rent from the airlines. The airlines are being asked to give up their present powers to control use of their lease payments.

Runway Safety Worries Mount

Veteran Pilot Says Wall Too Close, Incursions Dangerous

Airline pilot Sven Holm, who recently retired as chief pilot for Northwest Airlines, raised a series of concerns about the safety of the proposed third runway at Sea-Tac Airport in a letter to the *Seattle Post-Intelligencer* published on 20 June. He warned that careful pilots may refuse to use the runway.

Among the safety hazards, Capt. Holm pointed out the much higher risk of a "runway incursion" (on-the-ground collision of aircraft) with the proposed configuration of three parallel runways. The environmental impact statement for the runway project estimated that this risk would increase by 21 percent, though others have put the risk higher.

Another concern was the closeness of the runway to the edge of the embankment which drops 170 feet. To gain a 2500-foot separation between the new runway and the existing main runway, the Port must lay down 19.84 million cubic yards of fill, to extend the present level ground westward. The new runway would, according to Capt. Holm, be perilously close to the edge that embankment.

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Inspector General Says U.S. Incursion Problems Too Risky

"Further actions are needed to reduce runway incursions", Congress was told on 26 June by Kenneth M. Mead, Inspector General of the U.S. Department of Transportation. Runway incursions are incidents on the runway that create a collision hazard. The number of these incidents in the U.S. grew by 48 percent from 1997 to 2000, with a 25 percent spurt between 1999 and 2000, according to a study released by the Federal Aviation Administration just a few days before Mr Mead's testimony.

While many of the incidents pose only slight risk of a collision, Mr Mead noted that there is a significant number of close calls. Of these, 63 percent involved at least one commercial aircraft where the potential loss of life is high.

FAA Rapped

Primary responsibility for reducing incursions rests on the FAA. Inspector General Mead said "it is apparent that FAA's efforts, along with those of the aviation industry and airports are not sufficient. The number of runway incursions continues to go in the wrong direction." He called for "strong

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IN BRIEF

Runway Safety Challenged

Pilots and aviation experts raised eyebrows at the public hearings commenting on difficult safety problems caused by almost-vertical walls along the west side and by the need to cross two active runways to reach the terminal. See Page 4.

A Highline student speaks:

Hi, I'm Maria W.

I represent K1K, the kids at the Highline School District. When I go to my school and can't hear my teacher, when I walk outside my door and smell jet fuel, I think, we need to move away from this stupid airport. But I love my school. I can't move.

When I swing by Miller Creek and see the dying salmon, when I watch the big dump trucks filling in the headwaters of my creek, I think, we need to move away from this stupid airport. But I love my friends. I can't move.

When I know cancer rates are much higher and I visit my Grandpa in Burien dying of cancer I think, we need to move away from this stupid airport. But I love my family here. I can't move.

Then my Mom says the Port guys are going to build another runway. They're go-

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Port Out Of Money?? Audit Ordered

On 25 May 1999, the Department of Ecology issued an agreed order under the Model Toxics Control Act, requiring the Port of Seattle to complete a "Phase I" groundwater study and to issue a report on results by 22 December 1999. According to Greg Wingard, Director of Waste Action Project (and consultant to RCAA), the Port has not only has failed to complete the study but has stopped all work on it because they claim there is no more money in the budget (a large part of which was a grant from Ecology). An audit is underway to determine if the Port mis-spent the funds for the study.

Observers wonder if this is the way the Port plans to keep mitigation promises made to DOE and the Corps of Engineers in order to get wetlands permits.

Truth in Aviation

The Newsletter of the Regional Commission on Airport Affairs

Vol. 6, No. 4

Spring 2001

Third Wetlands Hearings Highlight Runway Problems

Not once, not twice, but three times, the Port of Seattle, owner-operator of Sea-Tac Airport, has sought official permission to destroy wetlands with its third-runway construction project west of the existing airport. And three times the community has turned out in great strength to tell the regulating agencies that this is a bad idea—bad for the environment, bad for people—and wasteful. Each of the first two applications had to be withdrawn, re-written, and resubmitted, because of fatal flaws.

On 26 and 27 January, the Army Corps of Engineers and the Department of Ecology held hearings on the latest proposal submitted by the Port. Hundreds of residents in attendance heard

nearly one hundred speakers tell the agencies about their concerns with the proposal. Most of the 117 speakers were in opposition, citing numerous issues—airport safety, damage to local streams, concerns with the environmental mitigation plans, lack of community mitigation, and, over and over again, the problems posed by the four vertical embankment walls.

—Against—

In their five-minute comments, a stream of residents and local elected officials carried a few basic messages to the two regulatory agencies.

* The environmental planning is questionable and incomplete in many details, especially as to

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EXHIBIT 2

Aircraft Adjacent to 179 Drop From Third Runway

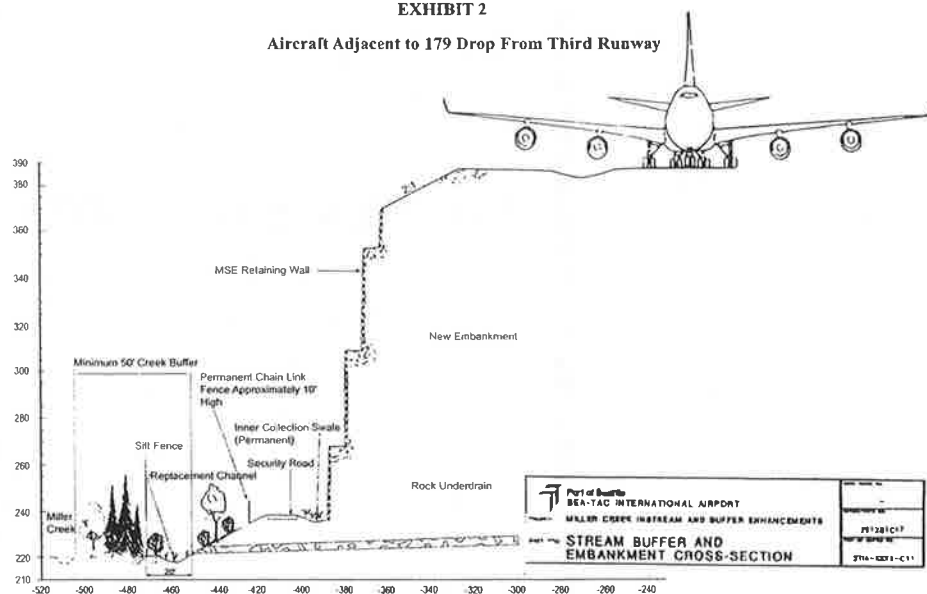


Illustration prepared from written testimony of Dr. Stephen Hockaday for Airport Communities Coalition showing a large body jet at the edge of the third runway runway safety area, 100 ft. from the 153 ft. high "mechanically stabilized wall" over Miller Creek.

Earthquake Raises Airport Seismic Safety Issues

Planners at Seattle-Tacoma International Airport have a grand vision: nearly 30 million tons of third-runway fill placed on 18 acres of wetlands, and held in place by gravity, compaction, wire mesh, and an array of concrete blocks.

People downstream from Sea-Tac Airport have another vision: nearly 30 million tons of fill—and a great amount of runway concrete—cascading toward Puget Sound when the next big near-surface earthquake strikes the Puget Sound Region. The Seattle Fault runs just North of the Airport.

Western Washington's most recent earthquake, on 28 February, showed dramatically that airport planning and construction techniques are not adequate to withstand the known seismic hazards in the Puget Sound. Boeing Field's main runway (built on fill) broke up in places, so that the airport had to be closed. Sea-Tac Airport's control tower was knocked out of operation by damage. Yet, the quake was the least damaging of the three types of quakes: surface, tectonic-plate movements, and deep "slab" quakes.

Continued on page 3

IN BRIEF

What Killed The Fish?

Starting on October 31, and continuing into December, dozens of seemingly-healthy adult Coho salmon have died in Miller Creek, before spawning. Stream-side residents have watched (and filmed) Coho struggling to breathe. Preliminary laboratory exams have not revealed any obvious causes of death, although suspicion naturally falls on pollutants that might come from a sewage-treatment plant nearby or from Sea-Tac Airport, at the headwaters of the creek. Shortly before the first kills, the Airport experienced an overflow from its settling ponds upstream. Locals strongly suspect Airport-related pollution as the cause of the unusual fish kill.

This winter's run of returning salmon was one of the strongest in recent memory (bearing out the contention that Miller Creek is indeed an historic salmon stream).

No Floatplanes for Seattle Waterfront

Seattle's downtown waterfront is no long threatened by increased noise from a proposed floatplane base near Pier 54 (Ivar's). Faced with strong opposition, floatplane operator Kenmore Air has withdrawn its application for a City-issued shorelines permit. The Seattle City Council has put a moratorium on applications while it looks at the whole issue.

Kenmore had planned as many as 16,000 sightseeing flight operations during the summer tourist season. Two downtown Seattle residential associations, and the Washington State ferry system, were concerned with impacts of the proposal, and appealed the City-granted permit to the Shorelines Management Hearings Board. Kenmore and Ivar's then withdrew the application, not wishing to "go out and fight the public," as Robert Munro, owner of Kenmore, put it.

Truth in Aviation

The Newsletter of the Regional Commission on Airport Affairs

Vol. 6, No. 1

Winter 2000

CROWD PACKS SEA-TAC WETLANDS HEARING

On November 3, a crowd of more than 500 people overflowed the auditorium at Foster High School in Tukwila for a hearing on the revised application of the Port of Seattle for permission to destroy 18-plus acres of wetlands as part of its third-runway project.

Both the Department of Ecology and the U.S. Army Corps of Engineers must determine that there will be no needless, unmitigated impacts on wetlands and wildlife before they can give permission for the Port to begin construction of the third runway in the headwaters of Miller and Des Moines Creek, west of the existing airport. The hearing was sponsored by the two agencies. The Corps is responsible for clearing the so-called "404" permit, which is needed to fill any wetland. Ecology is responsible for

issuing a "401" certificate, which concerns the water quality in State waters, wildlife issues, and impacts on the coastal zone.

The auditorium was too small for the crowd, so the fire marshal turned away many latecomers. Only 59 of those who signed up to speak were called to the podium. Local elected public officials led off the testimony with vigorous complaints about the over-all project, the details of the wetlands damage, and the inadequate process. Aside from some Port-paid "experts", almost all of the speakers pointed out serious deficiencies in the Port's revised application.

RCAA President Larry Corvari said after the hearing, "This huge turn-out shows that opposition to the third runway and its unacceptable

Continued on page 5



Larchi New

Concerned Highline Residents Sue Water District To Void Backroom Deal with Airport

Citizens Against Sea-Tac Expansion (C.A.S.E.), a citizens' group based in the Highline area, has sued the Highline Water District and the Port of Seattle in King County Superior Court, asking for a declaration voiding the District's attempt to transfer water rights to the Port of Seattle.

According to the complaint, the Water Dis-

trict and the Port of Seattle have secretly made an agreement to transfer one of the District's wells (Well #1) and associated water rights to the Port. The agreement was never discussed by the District Commissioners in open session, only in closed-door meetings. And the agreement's terms were kept secret until after the Commis-

Continued on page 6

IN BRIEF

KIK Organizes Students

Maria Wardian, eighth-grade student at Sylvester Middle School, in the Highline School District, has started a no-third-runway group for students, "KIK" (short for "Kids Involving Kids"). The group's goal is to get "more kids informed about what the Port of Seattle is doing to us and our future", in terms of water pollution, air pollution, and impacts on schools.

Ms Wardian and fellow students recently attended a meeting of C.A.S.E., and came away incensed by video recordings of fish dying in Miller Creek (one of the area streams hard hit by pollution from Sea-Tac Airport). She points out that the same water that flows down the creek also finds its way into local drinking-water aquifers.

Demonstration Planned

Maria is working via e-mail to bring together hundreds of kids later this winter for a demonstration "against the violence of the Port on our environment and health". She is looking for volunteers to act as representatives at every area school. Volunteers are also needed to hang posters, to make phone calls, and to spread the word, as well as telling their own stories on how the Port is affecting their own lives.

How Sea-Tac Hurts Kids

Jet noise disrupts classrooms in many schools in the Highline School District, and also in South-East Seattle. The proposed third runway at Sea-Tac would bring flight corridors closer to several Highline schools. There would also be flights directly over elementary schools in South Park and Georgetown, and over Cleveland High School on Beacon Hill. Recent studies demonstrate that airport noise elevates blood pressure in children living near the airports.

Around big airports everywhere, health data show that more kids have asthma than kids who live in other areas. Two recent studies show that airport noise raises persistent blood pressure levels in children living near airport. Jet exhausts contain compounds that are known to cause cancer. Cancer takes a long time to develop, but every child living near a major airport—like Sea-Tac—is at risk for life-threatening cancer later in life.

Contact Maria by e-mail at kiktherunway@hotmail.com or by phone at 206.244.4888.

Truth in Aviation

The Newsletter of the Regional Commission on Airport Affairs

Vol. 6, No. 3

Fall 2000

Port Resubmits Permit, Demands Fast-tracking

As most readers know, on 28 September the Port of Seattle formally withdrew its second application to the Department of Ecology and to the U.S. Army Corps of Engineers for official approval to destroy wetlands west of the present Airport, and to relocate part of Miller Creek, for its third-runway project at Sea-Tac Airport.

Under the federal Clean Water Act, the Department of Ecology is charged with determining whether an applicant's plan to build in wetlands provides "reasonable assurance" that State water-quality criteria will not be violated. The Corps of Engineers then determines whether the harm to wetlands is "in the public interest" and otherwise in compliance with the Clean Water Act. Without approval from the two agencies, the Port cannot legally proceed with its third-runway construction work in the wetlands.

The best way to understand what has happened is to review the chronology.

29 September 1999. The Port submitted its second application to the Corps and Ecology, after having to withdraw its 1997 application because of gross under-statement of the amount of wetlands involved. Ecology had 365 days to pass on the application. The Engineers had previously announced that they would not decide till after Ecology had finished its work.

Spring & Summer 2000. Port of Seattle submitted voluminous revised documents, attempting to justify the plan, some as late as late August. Ecology, Engineers, and King County stormwater experts, as well as experts retained by Airport Communities Coalition, RCAA, and C.A.S.E., raised a host of questions, many of which remain unresolved (even in late November).

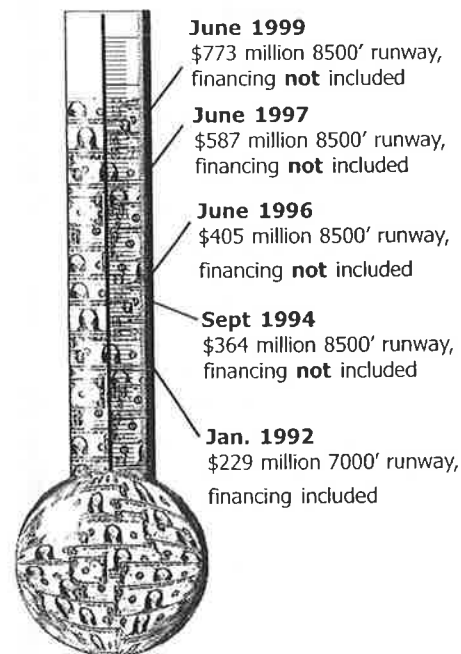
28 September 2000. A meeting—not publicly announced—was held at the office of M.R. ("Mic") Dinsmore, Executive Director of the Port of Seattle. Those present included: Joe Dear, the Governor's Chief of Staff; Mr Dinsmore; Tom Fitzsimmons, the head of the Department of Ecology; Ray Hellwig, head of the regional office of Ecology; and others. Mr Dinsmore was a major fund-raiser for Gov. Gary Locke in the last general election. The Governor and Ecology have denied that there is any political pressure in this affair, though Ecology has been officially warned that there is interest in this project "at the highest levels" of State government.

The Ecology folks brought with them their draft letter of decision on the sec. 401 application, dated that day, and shared it with the others. The letter flatly denied the application, because of multiple shortcomings. "At this time, Ecology does not have reasonable assurance the proposed project will comply with the applicable federal and state water quality requirements..." The letter referred questions to Ecology staffer Tom Luster. The letter acknowledged that the Port intended to resubmit, and pledged to "work with" the Port, and to "provide guidance to the applicant to help develop documents with the necessary level of detail and information for our review."

What else happened next at that meeting is not known.

However on that same day (28 September), the Port announced that it was withdrawing its applications under sec. 401 and sec. 404 of the federal Clean Water Act. In a letter dated that day

Continued on page 2



Late this summer, the Port of Seattle began publicly using the figure of \$5.6 billion for the Sea-Tac Expansion, without mentioning that the entire new Denver Airport cost their taxpayers around \$4.2 billion. See our editorial on page 5.

IN BRIEF

Top Environmental Specialist Leaves Port, Joins ACC Staff

On 5 July, Barbara Hinkle, Senior Environmental Manager at Sea-Tac Airport, responsible for environmental oversight on all Airport expansion plans (including the third runway) left that job to join the staff of the Airport Communities Coalition, which is leading the legal fight against Sea-Tac expansion.

Ms. Hinkle became disenchanted with the mindset within the Airport staff toward the environmental rules that airport construction. She was quoted as saying that the Port does not follow through on its own environmental studies. Pressure from above to "get the job done", regardless of environmental consequences and applicable laws, was cited as a major factor in Ms. Hinkle's leaving the Port. She said, "the pressure to put aside environmental concerns is growing, and with the number of projects coming on-line over the next several years, I can be more effective at the ACC, for the environment, that I ever could be at the Port of Seattle".

Announcing her employment change to the U.S. Environmental Protection Agency, she commented that she "could no longer work within a system that continually turned a deaf ear toward its obligation of public stewardship."

No interchange on SR 509 for third-runway fill trucks this year

Port of Seattle plans to build its own private interchange on SR 509 at So. 174th, for the exclusive use of trucks hauling fill, have been stopped, at least for this year, by actions of the Department of Ecology, as the result of strong pressure from the Airport Communities Coalition (ACC).

In a sternly-worded letter, Ecology told the Port that the project requires a "major modification" of a critical environmental permit – a detail that the Port conveniently overlooked in its planning. In addition, the project requires a hydraulic permit from the Department of Fish & Wildlife. Ecology also advised the Port that no action should be taken until the U.S. Army Corps of Engineers has decided whether the project falls under the federal Clean Water Act (which it does). Construction was to have begun on 1 June, according to a mailing from the Port had written to the handful of folks still living in what is called the "Westside acquisition area".

Truth in Aviation

The Newsletter of the Regional Commission on Airport Affairs

Vol. 6, No. 2

Summer 2000

FAA, Port Sued Over Violations of Federal Endangered Species Act

The federal courts have been asked to order a halt to all Sea-Tac Airport construction projects until the Federal Aviation Administration has completed formal "consultations" with federal fish and wildlife agencies, as required by the Endangered Species Act (ESA). If endangered species exist in or near an area where a federal agency is sponsoring or funding a project, the sponsoring agency must complete a "consultation" with federal wildlife agencies as to the need for special protections before allowing work to begin (or to continue).

The endangered sea bird, the marbled murrelet, has been recently sighted within two miles of the Airport by Audubon Society observers. Endangered chinook salmon are

known to spawn in the Green River, which receives Airport run-off water via Gilliam Creek, a tributary of the Green; juvenile chinook have been observed in the upper reaches of Gilliam by a City of Tukwila fish biologist. Whether chinook could spawn in Miller Creek is disputed. There is no dispute that bull trout, also listed, and coho, cut-throat, and other salmonid fish occur in local streams.

When advised of these concerns by the Airport Communities Coalition (ACC), the FAA sought to brush off the legal requirements. Correspondence and negotiations have not persuaded the FAA that it, too, is bound by federal law, and

Continued on page 6



Photo of "clean fill" taken Wednesday, August 9, 2000 on S. 192nd Street, near the entrance to the Tyee Golf Course. See story, p. 4

Agencies Talk Tough As Deadlines Loom Over Sea-Tac Third Runway Project

As this issue of *Truth in Aviation* heads toward the printer, major deadlines loom over the Sea-Tac third-runway project. By 28 September, the U.S. Army Corps of Engineers is to rule on the application of the Port of Seattle to fill in wetlands (a "section 404" permit). The Engineers are waiting for a ruling by the Department of Ecology as to whether the Port's project will meet water-quality standards ("section 401 certificate"). Ecology has given the Port till 5 September to file all complete, accurate documents in support of its plan. Ecology has pledged to issue its ruling by Friday, 8 September.

Ecology has repeatedly told the Port and its major water-quality consultant, Parametrix, Inc.,

about grave deficiencies in the supporting technical studies. On 11 August, the Corps of Engineers sent a 3-page letter covering a 19-page memorandum, pointing out in detail a long list of errors, inaccuracies, and so on in the paperwork filed with the Corps, and demanding that everything be tidied up as soon as possible.

The Engineers are plainly dissatisfied with the documents already submitted, and they are, in essence, demanding a major re-write. They politely say that the final document "will require some rethinking and the provision of a rationale and much added detail". They "look forward to receiving a comprehensive, better-organized and

Continued on page 6

IN BRIEF

The Decade In Review

It's been over ten years since the Port first decided to try to expand Sea-Tac, including a third runway. What's the outlook for this huge project?

See article on page 2

Seattle Neighborhood Sues King County

The Georgetown neighborhood in Seattle has sued the County over failure to write an EIS for King County Airport expansion.

See article on page 4

Floatplane Hearing Set

On Wednesday, February 24, at 5:30 p.m. in the City Council Chambers (Municipal Building 4th & Cherry, 9th floor) a Seattle City Council Committee will hold a public hearing on the temporary moratorium on seaplane operations or facilities on the downtown Seattle waterfront. The proposal forbids issuance of permits for seaplane operations on the Downtown harborfront, pending further study. The application of Kenmore Air is unaffected.

CASE Election

The following are the newly elected officers of C.A.S.E. for 1999:

Larry and Candy Corvari—Co-presidents

Arlene Brown and Claudio Parazzoli—Co-Vice Presidents

Wally Meyers—Treasurer.

The post of Secretary remains to be filled. Board Members include: Audrey Richter, Pat Pompeo, Helen Kludt, Peg Springer, Minnie Brasher, Debi Wagner, Rod Blalock, Jim Bartlemay, and Dan Caldwell (a new member).

Truth in Aviation

The Newsletter of the Regional Commission on Airport Affairs

Vol. 5, No. 3

Winter 1999

Conveyor Belt Issue Stirs Crowd

On January 14, an overflow crowd attended the Des Moines City Council meeting to express continued opposition to a proposal to construct a five-mile conveyor belt over the Des Moines beach, up through Beach Park to Sea-Tac Airport. The purpose of the conveyor belt would be to haul 18 million cubic yards (27 million tons) of fill for the third runway from Maury Island to the Airport. The proposal was thought a dead issue when the Port's own poll last year showed that Des Moines residents opposed it by nearly two to one.

The idea apparently revived when one Port commissioner opined that the Des Moines City Council could be bought off. In December, the Port put out "feelers" to ACC about discussions of a possible settlement, in hopes that the Port

could cut a deal to make a large cash payment to Des Moines or ACC in return for approval of the conveyor and dropping all lawsuits.

Although Des Moines is a member of ACC, the ACC cannot commit the city to any deal nor can it bind citizens groups involved in the runway fight. At the

(Continued on page 6)

Hearing to be Held

The public hearing on the conveyor belt E.I.S. may be held as early as mid-March. Check the RCAA website (www.rcaanews.org) or with the RCAA office by phone (824-3120) for time, date, & place.

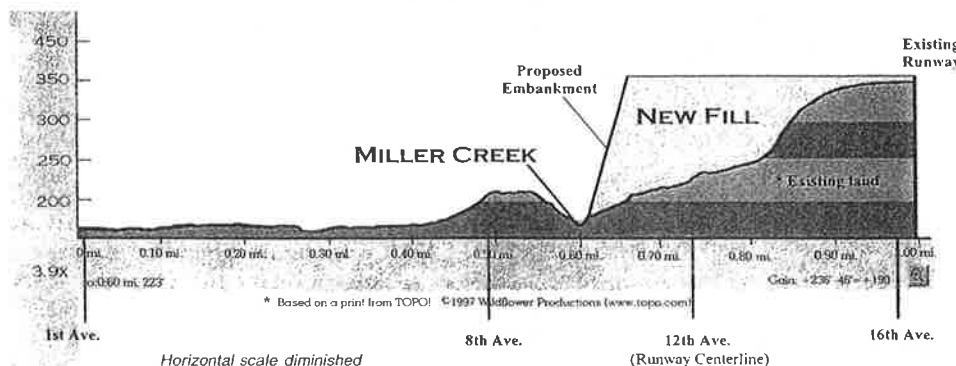
Third Runway Still "No Go" As Wetlands Stall Project

Sea-Tac's third-runway project remains at a total standstill, while the Port of Seattle attempts to solve legal problems related to wetlands permits, with no end in sight. As we reported in our Fall issue, the Port of Seattle announced in September that it needs to fill at least 8 more acres of wetlands for the third runway, a significant increase from the 11.42 acres mentioned in filings with the Department of Ecology and the Army Corps of Engineers. The Port has released no figures since its initial report, but wetlands continue to be found by Port consultants surveying land in

the acquisition area west of the airport. Unofficial reports put the present total at 25 to 30 acres. The Port has told Jonathan Freedman of the Corps that it expects to complete the survey in February 1999. This seems optimistic, considering the present pace, in part because some homeowners refuse to let the Port on their properties until acquisition is settled.

The property acquisition project is behind schedule as well, although recent increases in Port offers have speeded it up lately. According to the Westside

(Continued on page 6)



IN BRIEF

Seattle Okays Downtown Float Planes

On 17 June, two Downtown condominium associations and the State ferry system filed appeals against a permit granted on 27 May by the City to Kenmore Air for a float plan base at Pier 54 (Ivar's) on the Downtown Seattle waterfront.

Operations are limited to flights by certain non-piston aircraft, with a temporary ban on sight-seeing flights. Only on Sunday is there a night-time curfew. Day-time take-offs must occur at least 2000 feet off-shore. Evening take-offs must occur 3000 feet off shore. No float planes may land closer than 1000 feet. The ferry system is concerned about safety hazards, and the condo-owners, about noise.

Boeing Field Choppers

Although it has yet to present its Master Plan to the King County Council, KCIA management proposed in June to sign a 29-year lease with Classic Helicopters to expand their facilities at Boeing Field. "They are doing this backwards," protested Seattle Commission on Airport Affairs President Mike Rees. "They are signing the long-term leases, then making the plan, and finally studying the noise and pollution. This effectively cuts citizen participation out of the planning process." Nevertheless, the lease was pushed through the King County Council's Commerce, Trade and Economic Development Committee by its chair Dwight Pelz and later adopted by the full council. Classic Helicopters is owned by Karen Walling, who also serves on the KCIA Roundtable, an advisory body to airport management. After approval of the lease, Councilman Pelz proposed a reformed process for all subsequent leases.

Truth in Aviation

The Newsletter of the Regional Commission on Airport Affairs

Vol.5, No. 4

Summer 1999

Third Runway Costs Jump Another 31%

On 22 June, the Seattle Port Commission voted, 3-0, to accept a staff plan to add another \$186 million to its budget for construction of the third runway proposed at Sea-Tac Airport. This 31% increase brings the official estimated construction cost to \$773 million — for the runway alone. Port Commissioners blamed environmental laws and regulations for the increase in costs. However, no new laws or regulations affecting the project have come into force since the last increase in cost estimates, in 1997.

In the public-comment period just before the vote, RCAA President Al Furney, Len Oebser (speaking for C.A.S.E.), and members of the public urged the Commission to abandon the hugely over-budget project. Members of the Commission responded that the project was necessary to increase capacity at the Airport. Previously, the Port, FAA, and Puget Sound Regional Council have consistently stated that the new runway would NOT increase capacity, and that the sole purpose of the runway is to reduce bad-weather delay for arrival of passenger jets.

What About Interest?

Mr. Furney pointed out to the Commissioners that the staff proposal failed to make any allowance for the cost of borrowed money. Most Sea-Tac expansion projects must be paid for with borrowed money, and the Port has already incurred an obligation of an additional \$255 million for interest on one third-runway bond issue. No estimate of interest charges was provided to the Commissioners, even after Mr. Furney's re-

marks. The Port has in hand only \$293 million in grants and bond proceeds. Under the latest estimate, the shortfall is \$479 million. Port staff attending the Commission meeting suggested that this sum would be made up from revenue, grants, and borrowing, but did not provide any

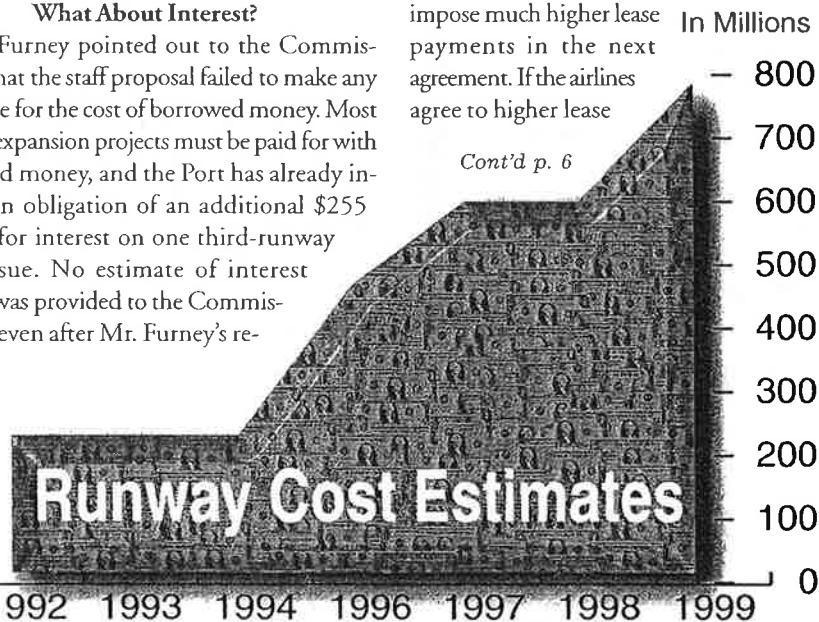
"Our Clueless Port Commission"

—An editorial view
page 5

estimate of how much would be forthcoming from any source. Nor did they identify any source that had actually committed to provide an additional funding. No report on negotiations with airlines for higher lease payments was presented.

Higher Lease Payments? Passengers Pay

One possible source would be an increase in the amounts paid to the Port by the airlines for lease of facilities. The existing leases will expire 31 December 2001, and the Port hopes to impose much higher lease payments in the next agreement. If the airlines agree to higher lease



IN BRIEF

Port Can't Fund Runway

Port has only part of money to build runway. Airlines balk at funding the expansion. Cost of borrowing money likely to drive actual price tag over \$1.5 billion.

See article on page 3

Dirt Trucks Roll, But Not to Runway Site

The Port sent out press releases announcing the start of third runway construction and set the trucks a-rolling, but they aren't rolling to the third runway construction site. What's going on?

See article on page 4

Port to Settle with C.A.S.E. On Discharge Permit

Contaminated water from Sea-Tac Airport will be treated in a new \$20 million facility, according to sources involved in negotiations between the state Department of Ecology, C.A.S.E., and the Airport. Both C.A.S.E. and the Airport appealed the terms of a waste-water discharge permit issued earlier this year by the Ecology. C.A.S.E. has held out for much more stringent conditions, including a new facility to treat all waste-water. Settlement documents will be signed in early September, with the Port conceding most of what C.A.S.E. demanded. Good news for the people, fish, and birds along Miller and Des Moines Creeks.

Floatplanes May Fly From Seattle Waterfront

Kenmore Air spokesperson Tim Brooks said in late August that in the next few weeks the firm will probably re-activate its application to run 72 floatplane flights per day from Seattle's central waterfront. Brooks expects speedy approval from Seattle's Department of Construction and Land Use.

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Vol. 5, No. 2

Fall 1998

New Wetlands Discovery Voids DOE OK Army Corps of Engineers Delays Permit Decision

Sea-Tac third-runway construction schedules have been set back again, this time because of problems with permits for construction in wetlands in the headwaters of Miller Creek. The Airport's application now pending with the U.S. Army Corps of Engineers must be re-written and re-submitted, owing to serious underestimates of the amount of wetlands to be filled. At least 8 and possibly more acres have been found, with more studies to do. A prior approval issued by the Department of Ecology has been rescinded.

As Sea-Tac expansion plans come under increasingly professional scrutiny, more and more problems emerge. Secur-

ing approval to fill in wetlands and to alter the headwaters of local creeks requires the Port of Seattle to obey tightly crafted regulations and specific plans, increasingly difficult to comply with, endangering success of the project.

To grant certification of the Port's compliance with sec. 401 of the federal Clean Water Act, the Department of Ecology has imposed what one observer calls the most stringent rules ever imposed on the Port, with tables of automatic penalties ranging up to \$1000 per day for relatively minor water-quality violations, accompanied by continuing requirements for a host of reports and follow-up plans. To the distress of local conservationists, however, Ecology also gave the Port approval for destruction of 11.42 acres of wetlands in the Miller Creek watershed on the promise of replacement wetlands in Auburn, in the watershed of the Green River. This action was rescinded because of the newly discovered wetlands. The Corps has a strong preference for not allowing wetlands to be filled at all and has told the Port to rework its plan so as to locate any replacements in the same drainage system.

Runway Funding Falls Short



See Story Pg. 3

Cancer Rates Higher Near Airport

Unusually high incidences of cancers, including rare brain cancers, have been reported in areas within three miles of Sea-Tac Airport. Area residents Rose Clark and Audrey Richter have been collecting cancer and other health data for years. Their work, summarized in an area map, shows higher than expected levels of cancers among past and present residents in the area, a finding confirmed in early Summer by preliminary work of the State Department of Health as to all cancers and as to the rare brain cancer, glioblastoma.

In a series of meetings chaired by Sen. Julia Patterson (D., 33), the State and County health departments have

agreed on a work program for further studies of health concerns around Sea-Tac Airport. The first step will be to analyze data in the state cancer registry, to learn what types of cancers are most prevalent around the Airport, with a report to be issued in November 1998. An effort will be made to locate all cases of glioblastoma in the Sea-Tac area, by using cancer registries, community records, and all available medical records, including the resources of Fred Hutchinson Cancer Research Center. Then, discovered glioblastoma cases will be mapped, to determine spatial relationships to the Airport.



IN BRIEF

April 9th Hearing On Wetlands

After a flood of adverse public comments, the U.S. Army Corps of Engineers has announced a public hearing on April 9 on the Port of Seattle's request for Federal permission to destroy wetlands in the site of the proposed third runway. The Port offers to create new wetlands in Auburn, in an unrelated watershed, as compensation. The hearing will begin at 7 p.m. at the Performing Arts Center, Foster High School, 4242 So. 144th Tukwila. Please phone the RCAA office (206) 824-3120 to reserve seats on the bus.

See article on page 3

Federal Way, Tacoma Seek FAA OK For Flight Changes

Revised flight tracks, to lessen noise over Tacoma and Federal Way, will be discussed in a meeting on April 16 between a citizens' task force from the two cities and FAA. U.S. Rep. Adam Smith is spear-heading efforts to lessen impacts from the four-post plan (implemented in 1990.)

KCIA Management Wants Longer Runway

Plans for an 800-foot extension of King County International Airport's runway, to 10,000 feet, bringing jet traffic even closer to Georgetown's residential area, were unexpectedly announced to the public on February 18 by KCIA Management.

See article on page 2

Fuel Dumping?

Report suspected fuel dumping and unusual jet exhaust fumes to the Puget Sound Air Pollution Control Agency (PSAPCA), at (206) 343-8800 or 1 (800) 552-3565.

Truth in Aviation

The Newsletter of the Regional Commission on Airport Affairs

Vol. 5, No. 1

Spring 1998

AIRPORT EXPANSION PROGRAM TOO BIG FOR PORT STAFF TO HANDLE

Ambitious expansion projects at Sea-Tac Airport are starting to unravel, thanks to massive underestimates of costs and ever-growing scheduling problems. Trouble came to light on January 13, when a revised cost estimate for the new parking garage was released to the Port Commission, showing a 24 percent increase from a \$52.8 million estimate published only 11 months earlier. Undaunted, the Commission voted, 3-1, Jack Block dissenting, to plunge forward. Commissioner Gary Grant was asked, how much more will the price tag for other expansion projects increase in the next eight years? Grant replied, "That's a legitimate question, and one we'll be asking as well".

On January 23, a memorandum to the Commission reported that the complexity of managing all the 100-plus airport expansion projects was beyond the capability of Port staff. Gina Marie Lindsey, Director of the Aviation Division, and Michael Feldman (who now holds the title of Director of Aviation Professional & Technical Services) sug-

gested a slow-down of projects, new controls over capital outlays, and hiring more consultants to do such work as detailed engineering scheduling, design review, and contract administration. Lindsey and Feldman reported that the Port does not even have enough office space for all the needed staff.

In response, the Commission voted on February 24 to accept the staff proposal to seek consultants for a multi-year contract for program and construction management services for the expansion projects, at a cost of \$10.5 million for 1998 alone. During discussion, Mr Feldman commented that the present schedule for completion on various projects would require a tripling or quadrupling of the Port's normal rates of capital expenditure. He added, "... while there is urgency, certainly, to get on with the improvement program, we want to do it right, we are not interested in doing it fast." His conclusion: "Our current resources, and our delivery system, really are not adequate to deliver a program of this magnitude."

Continued on page 6

Port Changes Course, Supports Highline Schools Noise Study

Abandoning hope of favorable outcome in negotiations with the Port of Seattle, on February 12 the Highline School District announced an independent study of airport-related noise pollution in the District's schools, and the costs of solving classroom learning interference. The Highline school board has committed \$330,000 to the project, half of which comes from a grant by Governor Locke from his discretionary funds.

Announcement of the study was first belittled by the Port, but on March 4, Aviation Director Gina Marie Lindsey announced, "There is no cap at \$50 million" on the Port's potential contribution to noise remedies in the Highline Schools. She also retreated from the Port's refusal to consider paying for air

conditioning in schools. Highline School Superintendent Joe McGeehan warmly welcomed Lindsey's change of position.

In Spring 1997, the District had proposed to the Port that the two agencies jointly sponsor pilot studies of the noise problem. The negotiations failed: The Port would not commit to any assistance to the District unless the District accepted the third runway without further mitigation. While the Port public-relations machine claimed that the Port had offered \$50 million to deal with the problem, in fact, as of February 12, the Port had never made any written offer of cash assistance, in any amount, according to Highline board member Shay Shual-Berke, M.D., and the District's attorney, David Hokit.

The district plan has several steps. First, an opinion survey of residents in the district, followed by direct communication with the residents in public meetings (two were held on March 4 and

Continued on page 5

20 September 2002

Tony Piasecki
City Manager, City of Des Moines
21630 11th Ave. So
Des Moines, Washington
WA 98198-6838

Re: RCAA invoice to City of Des Moines, third-quarter, 2002

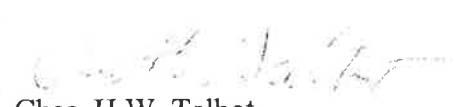
Dear Mr Piasecki:

Please find enclosed for staff & council review & action our invoice for services for the third quarter, 2002, per our contract with the City.

I note that no presentation to Council has been requested of us so far this year, though it has been the practice in the past to have such presentations on a quarterly basis.

Also, newspaper accounts of a recent Council meeting quote Mr Wasson as complaining that requests from the City for financial data have not been honored by RCAA. If that is what Mr Wasson said, he was in error. We have had no requests from the City this year until your letter terminating the contract between the City and RCAA. We did receive requests from an individual Councilmember but not from the City: it is our Board's understanding that requests for information (like all other communications) come to RCAA through the Administration. Further, our office has in fact furnished a complete record of RCAA's expenditures and income for all of 2001, mailed to each Councilmember (but never acknowledged) and, more recently, for 2002 through early September, to yourself.

Yours very truly,


Chas. H.W. Talbot
Office Administrator

encl

L02-263-DM



19900 4th Ave SW
Normandy Park, WA 98166
(206) 824-3120
FAX (206) 824-3451

<rcaa@earthlink.net>

www.rcaanews.org

Officers

Lawrence J. Corvari
President

Allan M. Furney
Vice President

Philip C. Emerson
Secretary-Treasurer

Directors

Mike Anderson
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Affiliates

CANE

C.A.S.E. (Citizens
Against Sea-Tac
Expansion)

Seattle Community
Council Federation

Seattle Council on
Airport Affairs

REGIONAL COMMISSION ON AIRPORT AFFAIRS

19900 4th S.W.
Normandy Park, Washington
98166-4043
Telephone: 206.824.3120
FAX: 206.824.3451
E-mail: rcaa@earthlink.net

STATEMENT

20 September 2002

City of Des Moines
21630 11th Ave. So.
Des Moines, Washington 98198-6838

RE: Services, third quarter, 2002
As per contract between RCAA and the City of Des Moines

Amount due: \$7,000

INV02-03-DM

6 September 2002

Tony Piasecki
City Manager, City of Des Moines
21630 11th Ave. So
Des Moines, Washington
WA 98198-6838

Re: RCAA invoice to City of Des Moines, first & second-quarters, 2002

Dear Mr Piasecki:

Please find enclosed for staff & council review & action our invoices for services for the first and second quarters, 2002, per our contract with the City.

The general practice in years past has been for an RCAA representative to be scheduled to make a short presentation to Council from time to time (usually quarterly), at Council's request. We have not received such a request this year, but a presentation can be arranged easily enough; let me know the date.

Also, I am instructed to send you our standard year-to-date report on income & expenditures, which gives some idea of what our activities have been this year. It is current through today.

And may I call your attention to our new electronic newsletter? The first issue was posted on 12 August, focussing in a preliminary way the order of the PCHB on the sec. 401 case. We're rather pleased with it, & see this as replacing the print newsletter of the past. Find the first in the section for newsletter on our website, www.rcaanews.org. In future, there will be a special "button" for the current webletter. We'll have a new one up in a few days.

Yours very truly,

Chas. H.W. Talbot
Office Administrator

encls

L02-249-DM



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REGIONAL COMMISSION ON AIRPORT AFFAIRS

19900 4th S.W.
Normandy Park, Washington
98166-4043
Telephone: 206.824.3120
FAX: 206.824.3451
E-mail: rcaa@earthlink.net

STATEMENT

6 September 2002

City of Des Moines
21630 11th Ave. So.
Des Moines, Washington 98198-6838

RE: Services, first quarter, 2002
As per contract between RCAA and the City of Des Moines

Amount due: \$7,000.00

INV02-01-DM

REGIONAL COMMISSION ON AIRPORT AFFAIRS

19900 4th S.W.
Normandy Park, Washington
98166-4043
Telephone: 206.824.3120
FAX: 206.824.3451
E-mail: rcaa@earthlink.net

STATEMENT

6 September 2002

City of Des Moines
21630 11th Ave. So.
Des Moines, Washington 98198-6838

RE: Services, second quarter, 2002
As per contract between RCAA and the City of Des Moines

Amount due: \$7,000.00

INV02-02-DM

Itemized Categories Report

1/1/02 Through 9/6/02

Page 1

Cat/Sub	Date	Acct	Num	Description	Memo	Clr	Amount
INCOME							
0001 - Petty cash							
	8/1/02	RCAA2000	2685	Cash			-75.00
TOTAL 0001 - Petty cash							-75.00
6000 - i...							
6002 - Burien							
	1/9/02	Savings	DE...	Burien Qr 01-IV, Public	Qr 01-IV		7,000.00
	6/6/02	Savings	DE...	N Pk, Burien, Qr. 02-01			7,000.00
	8/9/02	Savings	DEP	Burien Qr. 02-I	Dep. 085		7,000.00
TOTAL 6002 - Burien							21,000.00
6003 - Des Moines							
	1/3/02	Savings	DEP	DM Qr 01-IV	078		7,000.00
TOTAL 6003 - Des Moines							7,000.00
6005 - Normandy Park							
	2/15/02	RCAA2000	DEP	Normandy Park Qr 01-IV	Dep 081		8,000.00
	6/6/02	Savings	DE...	N Pk, Burien, Qr. 02-01			8,000.00
TOTAL 6005 - Normandy Park							16,000.00
TOTAL 6000 - income contracts w cities							44,000.00
6700 - ...							
6701 - public - gen'l							
	1/9/02	Savings	DE...	Burien Qr 01-IV, Public	public contributions		65.00
TOTAL 6701 - public - gen'l							65.00
TOTAL 6700 - Contribs rec'd							65.00
6800 - interest income							
	1/7/02	Savings	DEP	Interest Earned	Dec 2001		1.95
	2/6/02	Savings	DEP	Interest Earned	Jan 2002		11.72
	3/6/02	Savings	DEP	Interest Earned	Feb 2002		6.97
	4/4/02	Savings	DEP	Interest Earned	March 02		6.61
	5/6/02	Savings	DEP	Interest Earned	Apr 02		4.09
	6/6/02	Savings	DEP	Interest Earned	May 02		2.69
	7/5/02	Savings	DEP	Interest Earned	Jun 02		9.97
TOTAL 6800 - interest income							44.00
TOTAL INCOME							44,034.00
EXPENSES							
7050 - ...							
7052 - water quality consultant							
	2/14/02	RCAA2000	2614	Greg Wingard	refresh depost, inv rec'd 23 ...		-632.00
	4/4/02	RCAA2000	2644	Greg Wingard	refresh depost, inv rec'd 23 ...		-993.88
	5/10/02	RCAA2000	2659	King County Dept Natural Re...	docs req'd by Greg Wingard		-35.00
	5/22/02	RCAA2000	2661	Greg Wingard	April special billing		-688.00
	7/12/02	RCAA2000	2672	Greg Wingard	Third-qr retainer		-2,560.00
	9/6/02	RCAA2000	2711	Greg Wingard	August arsenic work		-996.00
TOTAL 7052 - water quality consultant							-5,904.88
7055 - video, photo services							
	4/4/02	RCAA2000	2645	Brett Fish	PCHB hearing video-taping		-1,500.00

1/1/02 Through 9/6/02

Cat/Sub	Date	Acct	Num	Description	Memo	Clr	Amount
	8/1/02	RCAA2000	2680	Brett Fish	DM HE hearing; copy, video...		-43.52
	8/2/02	RCAA2000	2687	Brett Fish	aerial photo proj - 2002		-750.00
	9/6/02	RCAA2000	2704	Brett Fish	aerial photo proj - 2002 - ov...		-120.59
TOTAL 7055 - video, photo services							-2,414.11
7059 - office staffing							
	1/4/02	RCAA2000	2606	Chas. H.W. Talbot	office clerk sevices, inv 01-1...		-350.00
	1/4/02	RCAA2000	2607	Chas H.W. Talbot	Dec. off adm services; GL ...		-1,120.00
	2/14/02	RCAA2000	2618	Chas H.W. Talbot	Inv. 02-01-T; GL 7050-7059		-1,120.00
	2/14/02	RCAA2000	2619	Chas. H.W. Talbot	office clerk sevices, inv 02-0...		-360.00
	3/7/02	RCAA2000	2626	Chas. H.W. Talbot	office clerk sevices, inv 02-0...		-510.00
	3/7/02	RCAA2000	2627	Chas Talbot	Jan-Feb. office admr servic...		-1,400.00
	4/4/02	RCAA2000	2640	Chas H.W. Talbot	Mar. off adm services; GL ...		-1,120.00
	4/4/02	RCAA2000	2641	Chas. H.W. Talbot	office clerk sevices, inv 02-0...		-275.00
	5/2/02	RCAA2000	2655	Chas H.W. Talbot	Inv 02-04-T		-1,120.00
	5/2/02	RCAA2000	2656	Chas. H.W. Talbot	office clerk sevices, inv 02-0...		-315.00
	6/6/02	RCAA2000	2667	Chas H.W. Talbot	Inv 02-05-T		-1,400.00
	6/6/02	RCAA2000	2668	Chas H.W. Talbot	Inv 02-04-1-H, 05-H		-586.50
	7/12/02	RCAA2000	2673	Chas. H.W. Talbot	office clerk sevices, inv 02-0...		-190.00
	7/12/02	RCAA2000	2674	Chas Talbot	Jan-Feb. office admr servic...		-1,120.00
	7/12/02	RCAA2000	2676	Chas. H.W. Talbot	office clerk sevices, inv 02-0...		-150.00
	8/1/02	RCAA2000	2678	Chas. H.W. Talbot	office clerk sevices, inv 02-0...		-190.00
	8/1/02	RCAA2000	2683	Chas. H.W. Talbot	office clerk sevices, inv 02-0...		-190.00
	8/1/02	RCAA2000	2684	Chas Talbot	June Jly office admr service...		-1,400.00
	9/6/02	RCAA2000	2706	Chas. H.W. Talbot	office clerk sevices, inv 02-1...		-110.00
	9/6/02	RCAA2000	2710	Chas Talbot	Aug office admr services, In...		-1,120.00
	9/6/02	RCAA2000	2714	Chas. H.W. Talbot	office clerk sevices, inv 02-1...		-190.00
TOTAL 7059 - office staffing							-14,336.50
TOTAL 7050 - consultants							-22,655.49
7120 - ...							
7122 - webmaster							
	9/6/02	RCAA2000	2712	Means Talbot Associates	website maint, June - Aug; ...		-312.50
TOTAL 7122 - webmaster							-312.50
TOTAL 7120 - Website maint.							-312.50
8150 - Books, publs, subs							
	1/4/02	RCAA2000	2599	South County Journal	13-week sub., acct 6109634...		-35.00
	3/7/02	RCAA2000	2623	South County Journal	13-week sub., acct 6109634...		-35.00
	3/7/02	RCAA2000	2632	Des Moines News	inv dtd 6 March 2002, half-y...		-13.00
	4/18/02	RCAA2000	2647	Aviation Week Newsletters	Aviation & Aerospace Alma...		-106.00
	5/2/02	RCAA2000	2651	Federal Way News	half-year sub		-13.00
	6/6/02	RCAA2000	2664	South County Journal	13-week sub., acct 6109634...		-35.00
	6/6/02	RCAA2000	2670	West Seattle Herald	half-year sub.; GL 8150; in...		-21.00
	9/6/02	RCAA2000	2708	South County Journal	13-week sub., acct 6109634...		-35.00
TOTAL 8150 - Books, publs, subs							-293.00
8280 - ...							
8281 copier repairs, maint.							
	2/14/02	RCAA2000	2612	Seattle Photocopy Co.	inv. 32189		-195.24
	4/4/02	RCAA2000	2643	Sea/Tac Copy Systems	inv. 30107; dtd 3 iv 02		-441.72
	9/6/02	RCAA2000	2707	Seattle Photocopy Co.	inv. 32513 dtd 15 viii 02		-375.36
TOTAL 8281 copier repairs, maint.							-1,012.32
TOTAL 8280 - Copier expenses							-1,012.32
8600 - ...							
8601 - misc.							

1/1/02 Through 9/6/02

Cat/Sub	Date	Acct	Num	Description	Memo	Clr	Amount
	3/7/02	RCAA2000	2624	Vilma Signs	inv. dtd 21 Fb 02		-565.76
	3/7/02	RCAA2000	2625	**VOID**Labels & Lists, Inc.	inv. 34127-8, dtd 21 ii 02	R	0.00
	3/7/02	RCAA2000	2628	J. Beth Means	inv 2002-01 -- flier design		-261.25
	3/7/02	RCAA2000	2630	The Copy Company	inv. 39981: #rd RW flier		-576.56
	3/7/02	RCAA2000	2631	The Copy Company	DM insert		-592.58
	3/19/02	RCAA2000	2634	**VOID**Labels & Lists, Inc.	inv. 34373-8, dtd 15 iii 02	R	0.00
	3/21/02	RCAA2000	2635	**VOID**U. S. Postal Service	refresh bulk-mail acc 01875	R	0.00
	4/4/02	RCAA2000	2637	The Copy Company	DM insert		-921.68
	6/6/02	RCAA2000	2665	Labels & Lists, Inc.	inv. 34127-8, replacement ck		-251.80
	6/6/02	RCAA2000	2666	Labels & Lists, Inc.	373		-387.68
	9/6/02	RCAA2000	2703	JR Mailing Services, Inc.	"Let's Be Clear", DM mailing		-1,476.02
TOTAL 8601 - misc.							-5,033.33
8604 - outreach - media adv.							
	1/29/02	RCAA2000	2609	Entertainment Communicatio...		c	-10,000.00
TOTAL 8604 - outreach - media adv.							-10,000.00
TOTAL 8600 - Outreach							-15,033.33
9350 - Office supplies							
	1/4/02	RCAA2000	2602	Office Depot	acct 6011-5666-0001-7572;...		-221.63
	2/14/02	RCAA2000	2613	Office Depot	acct 6011-5666-0001-7572;...		-142.92
	2/14/02	RCAA2000	2615	xpedx -- Stores Division	Acct # 003-2000081; inv dtd...		-74.09
	3/7/02	RCAA2000	2629	Office Depot	acct 6011-5666-0001-7572;...		-58.71
	4/4/02	RCAA2000	2638	Office Depot	acct 6011-5666-0001-7572;...		-84.75
	5/2/02	RCAA2000	2654	Office Depot	acct 6011-5666-0001-7572;...		-136.99
	7/12/02	RCAA2000	2677	xpedx -- Stores Division	Acct # 003-2000081; inv dtd...		-33.83
	8/1/02	RCAA2000	2679	xpedx -- Stores Division	Acct # 003-2000081; purch ...		-53.81
	8/1/02	RCAA2000	2681	Jim Bartlemay	office supplies		-21.69
	9/6/02	RCAA2000	2713	xpedx -- Stores Division	Acct # 003-2000081; inv. dt...		-58.64
TOTAL 9350 - Office supplies							-887.06
9425 - printing, copying ex hous							
	2/14/02	RCAA2000	2611	Port Of Seattle	inv.1148, dtd 10 i 02; cust n...		-8.40
	2/14/02	RCAA2000	2617	Kinko's Inc.	acct 0000130082 inv dtd 3...		-135.68
	2/14/02	RCAA2000	2622	Port Of Seattle	inv.1152, dtd 12 ii 02; cust n...		-1.05
	4/18/02	RCAA2000	2646	Port Of Seattle	3000 pp., 3rd RW project		-450.00
	4/18/02	RCAA2000	2648	Department of Ecology	v.2 Sea-Tac Recv'g Report	R	-126.89
	4/18/02	RCAA2000	2649	Phil Emerson	A/L lease docs		-47.70
	5/10/02	RCAA2000	2658	Port Of Seattle	fiscal documents		-14.25
	5/10/02	RCAA2000	2660	Port Of Seattle	fiscal documents		-51.90
	8/1/02	RCAA2000	2682	Chas H.W. Talbot	DM Creek Plan docs		-39.75
	8/29/02	RCAA2000	2689	Department of Ecology	GW RDPR 6 viii 02		-37.80
TOTAL 9425 - printing, copying ex hous							-913.42
9440 - ...							
9441 - NL - editorial services							
	9/6/02	RCAA2000	2705	Means Talbot Associates	design new webltr; inv dtd 1...		-231.25
	9/6/02	RCAA2000	2709	Means Talbot Associates	editorial & web work, webltr ...		-637.50
TOTAL 9441 - NL - editorial services							-868.75
9443 - NL -- postage							
	6/6/02	RCAA2000	2671	U. S. Postmaster	Permit 01875; std mail; imp...		-125.00
TOTAL 9443 - NL -- postage							-125.00
TOTAL 9440 - Newsletter							-993.75
9450 - Professional fees							
	1/4/02	RCAA2000	2603	Smith & Lowney, PLLC	inv. 10968, dtd 28 xii 2001 (...)		-50.00
TOTAL 9450 - Professional fees							-50.00

Itemized Categories Report

1/1/02 Through 9/6/02

Page 4

Cat/Sub	Date	Acct	Num	Description	Memo	Clr	Amount
9480 - ...							
9483 - AA&M -- postage	5/2/02	RCAA2000	265...	JR Mailing Services, Inc.	pstage		-1,440.19
TOTAL 9483 - AA&M -- postage							-1,440.19
TOTAL 9480 - Action Alerts &c							-1,440.19
9484 AAM Mailing Services							
5/2/02	RCAA2000	265...	JR Mailing Services, Inc.				-638.16
TOTAL 9484 AAM Mailing Services							-638.16
9700 - Telcom							
1/4/02	RCAA2000	2600	Qwest	acct 206-824-3120 173-37			-154.12
1/4/02	RCAA2000	2601	Verio, Inc. - 15	Acct 10041778, inv. 563 08...			-60.00
1/4/02	RCAA2000	2604	Zone Telcom, Inc.	acct #24880; inv dtd 28 Dec...			-25.07
2/14/02	RCAA2000	2616	Qwest Dex	inv. 000005410535, dtd 27 i...			-29.59
2/14/02	RCAA2000	2620	Zone Telcom, Inc.	acct #24880; inv dtd 31 Jan ...			-23.98
2/14/02	RCAA2000	2621	Qwest	acct 206-824-3120 173-37; i...			-151.74
3/7/02	RCAA2000	2633	Qwest	acct 206-824-3120 173-37; ...			-165.00
4/4/02	RCAA2000	2636	Qwest	acct 206-824-3120 173-37; ...			-165.00
4/4/02	RCAA2000	2639	Zone Telcom, Inc.	acct #24880; inv dtd 31 Jan ...			-18.17
4/4/02	RCAA2000	2642	Earthlink, Inc.	acct 0000-000004457265; ...			-65.85
5/2/02	RCAA2000	2653	Qwest	acct 206-824-3120 173-37; ...			-147.63
6/6/02	RCAA2000	2662	Zone Telcom, Inc.	inv rec'd 7 May			-11.57
6/6/02	RCAA2000	2663	Qwest	acct 206-824-3120 173-37; ...			-149.40
6/6/02	RCAA2000	2669	Earthlink, Inc.	acct 0000-000004457265; ...			-65.85
7/12/02	RCAA2000	2675	Qwest	acct 206-824-3120 173-37; ...			-176.92
8/1/02	RCAA2000	2686	Qwest	acct 206-824-3120 173-37; ...			-165.00
9/6/02	RCAA2000	2715	Qwest	acct 206-824-3120 173-37; ...			-165.00
TOTAL 9700 - Telcom							-1,739.89
9755 - business taxes & licenses							
1/30/02	RCAA2000	2610	Department of Revenue	Qr. 01-IV B&O			-465.36
5/3/02	RCAA2000	2657	Department of Revenue	Qr. 02-0I B&O / 601 413 657			-346.82
8/6/02	RCAA2000	2688	Department of Revenue	Qr. 02-02 B&O			-236.46
TOTAL 9755 - business taxes & licenses							-1,048.64
9999 - US income tax							
1/4/02	RCAA2000	2605	U.S. Internal Revenue Service	advance pay't			-2,500.00
4/8/02	Savings	DEP	US IRS	Yr 99 tax refund?			2,000.00
7/11/02	Savings	DEP	USIRS	Dep 084 Yr 00 refund?			500.00
TOTAL 9999 - US income tax							0.00
Uncategorized Expenses							
1/29/02	RCAA2000	2608	**VOID**			R	0.00
TOTAL Uncategorized Expenses							0.00
TOTAL EXPENSES							-47,017.75
TOTAL INCOME - EXPENSES							-2,983.75
TRANSFERS							
RCAA2...							
1/9/02	Savings	TXFR	From Savings To Checking	#02-01			-2,000.00
1/30/02	Savings	TXFR	From Savings To Checking	#02-02			-10,000.00

Itemized Categories Report

1/1/02 Through 9/6/02

Page 5

Cat/Sub	Date	Acct	Num	Description	Memo	Clr	Amount
	3/21/02	Savings	TXFR	From Savings To Checking	#02-03		-2,000.00
	4/8/02	Savings	TXFR	From Savings To Checking	#02-04		-6,000.00
	5/3/02	Savings	TXFR	From Savings To Checking	#02-05		-1,700.00
	5/28/02	Savings	TXFR	From Savings To Checking	#02-06		-700.00
	6/17/02	Savings	TXFR	From Savings To Checking	#02-07		-2,700.00
	7/17/02	Savings	TXFR	From Savings To Checking	#02-08		-4,000.00
	8/5/02	Savings	TXFR	From Savings To Checking	#02-09		-3,000.00
TOTAL TO RCAA2000							-32,100.00
Savings							
	1/9/02	RCAA2000	TXFR	From Savings To Checking	#02-01		2,000.00
	1/30/02	RCAA2000	TXFR	From Savings To Checking	#02-02		10,000.00
	3/21/02	RCAA2000	TXFR	From Savings To Checking	#02-03		2,000.00
	4/8/02	RCAA2000	TXFR	From Savings To Checking	#02-04		6,000.00
	5/3/02	RCAA2000	TXFR	From Savings To Checking	#02-05		1,700.00
	5/28/02	RCAA2000	TXFR	From Savings To Checking	#02-06		700.00
	6/17/02	RCAA2000	TXFR	From Savings To Checking	#02-07		2,700.00
	7/17/02	RCAA2000	TXFR	From Savings To Checking	#02-08		4,000.00
	8/5/02	RCAA2000	TXFR	From Savings To Checking	#02-09		3,000.00
TOTAL FROM Savings							32,100.00
TOTAL TRANSFERS							0.00
OVERALL TOTAL							-2,983.75

PRELIMINARY
SPECIAL MEETING DES MOINES CITY COUNCIL

MINUTES

November 14, 2002

The special meeting of the Des Moines City Council was called to order at 6:00 p.m. by Mayor Wasson in the City Hall Conference Room, 21630 11th Avenue South, Suite A.

ROLL CALL - Present: Mayor Don Wasson, Mayor Pro Tem Richard Benjamin, Councilmembers Gary Petersen, Maggie Steenrod, Scott Thomasson and Susan White. Absent: Councilmember Bob Sheckler (ill). Also in attendance were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Assistant City Attorney Richard Brown and Harbormaster Joe Dusenbury (left meeting at 6:15 p.m.).

Mayor Wasson announced that the Council would hold an Executive Session for approximately 15 minutes to discuss real estate matters, about which public knowledge might have an adverse impact on price to the detriment of the City.

No formal action was taken.

6:15 p.m. Harbormaster Dusenbury left the meeting.

Mayor Wasson 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).

At 6:30 p.m. Harbormaster Dusenbury announced that Council will remain in Executive Session for approximately 10 more minutes.

At 6:45 p.m. City Clerk Staab announced that the Executive Session is expected to continue approximately another 5 minutes.

No formal action was taken.

ADJOURNMENT

The special meeting was adjourned at 6:58 p.m.

Respectfully submitted,

Linda Marousek
City Attorney

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES

November 14, 2002

At 6:30 p.m. Harbormaster Dusenbury announced that Council is in Executive Session and it is expected to continue approximately 10 more minutes.

At 6:45 p.m. City Clerk Staab announced that the Executive Session is expected to continue approximately another 5 minutes.

The regular meeting of the Des Moines City Council was called to order by Mayor Wasson at 7:00 p.m. 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 Don Wasson, Mayor Pro Tem Richard Benjamin (left the meeting at 8:51 p.m.), Councilmembers Gary Petersen, Maggie Steenrod, Scott Thomasson and Susan White. Absent: Councilmember Bob Sheckler. Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Finance Director Paula Henderson, Harbormaster Joe Dusenbury and City Clerk Denis Staab.

MOTION was made by Mayor Pro Tem Benjamin, seconded by Councilmember White and passed unanimously, to excuse Councilmember Sheckler.

COMMENTS FROM THE PUBLIC

John Ayar, 29410 1st Avenue South

Mr. Ayar requested permission to submit a letter for Council's consideration regarding his preliminary plat, Mediterranean Heights.

City Attorney Marousek expressed some concern since this letter will pertain to a specific proposal and development, that there could be the potential of prejudicing the Council in regards to any future hearing on this plat. However, she noted that Council can read the letter if they choose and divulge this fact at any future hearing on the subject matter.

Mr. Ayar gave the City Clerk letters for distribution to Councilmembers.

Elaine Ward & Chris Listfield, 1530 Westlake Avenue North #600, Seattle, AT&T Wireless Employees

Ms. Ward and Mr. Listfield informed Council that AT&T had applied for a Permit under the City's current code. They stated that their original application has been pending for more than 160 days. They questioned when will the Council act on a Telecommunications Code update. They noted that the subject has been pulled from several agendas, and they would prefer to apply under new regulations. They concluded by noting that they have sent a letter requesting Council re-adopt a telecommunication code without any further delays.

City Attorney Marousek advised that the draft ordinance is at least 62 pages and she did not have time to have the document to Council for this meeting.

Councilmember Thomasson questioned the speakers whether they were aware that they can apply under the City's current laws by using an Unclassified Use Permit. Mr. Listfield replied in the affirmative.

Councilmember Thomasson advised Ms. Ward and Mr. Listfield that Council's agendas are very full and the most important priority at this time is budget issues. He noted that the last time the telecommunications code was adopted it took Council months to finish. He further advised that with a 62 page ordinance to review it could take quite awhile to be at a point to re-adopt a new Code and encouraged them to use the Unclassified Use Permit.

City Manager Piasecki stated staff will try to have the draft ordinance ready for the November 21st Council meeting.

Clarice James, 23459 27th Avenue South, Director Des Moines Chamber of Commerce

Ms. James advised Council on the following items:

- Attended a seminar in Tacoma, sponsored by the Trade & Economic Development of the State of Washington called "Building a Customer Friendly Downtown". Hope to implement some of the ideas and programs. Also working with Susan Kemp, Downtown Revitalization Coordinator and the Southwest Chamber of Commerce to set up some joint chamber seminars regarding this topic. She encouraged any Des Moines Councilmembers who can attend a Trade & Economic Development Institute planned for May in Chelan to do so.
- Working with Park and Recreation Department for the "Snow Day". The Chamber will sponsor a Holiday Happenings Event at the Big Catch Plaza. Plan to have a carousel, refreshments, Santa photos, and caroling. The event will be on December 14, 15, 16, 21 and 22, 2002.

Tom Sitterley, 601 South 227th

Mr. Sitterly spoke against the proposed Marina Bond Ordinance. He noted that never before has tax payer dollars been spent on the Marina. He cited this idea as being too risky particularly in light of the declining revenues at the Marina. He also spoke against retiring the Marina Revenue Bonds and this would eliminate current restrictions on current marina expenses and would reduce the amount of required Marina reserves.

Dianne Jacobson, Owner of Des Moines Business, Corky Sellers

Ms. Jacobson addressed Council on behalf of the Business Boosters of Des Moines. She invited everyone to attend an event on November 29, 2002 at 6 p.m., "Light up Des Moines Holidays". This event will be the official lighting of the Holiday tree at Big Catch Plaza. Santa will be in attendance and refreshments will be served. She noted the purpose of the "Business Boosters" is to encourage new businesses to locate in Des Moines and existing businesses to spruce-up their establishments. She advised that their main goal is the revitalization of the downtown corridor and they look forward to working with all interested citizens and groups.

Gary Heisel, 23003 Marine View Drive

Mr. Hiesel requested Council consider removing the automatic cost of living increase for moorage at the Des Moines Marina. He noted the COL keeps raising the cost of moorage while things in need of repair and upgrade, such as power and the restrooms, keep deteriorating.

BOARD & COMMITTEE REPORTS

Municipal Facilities Committee

Councilmember Steenrod advised that the Marina Bond issuance will be before the Council this evening to help fund the Marina Master Plan.

Councilmember Steenrod reported that demolition is underway for the Senior Center Annex remodel. City Manager Piasecki advised that construction contracts have been signed and that there has been an initial meeting with the Contractor to begin laying out the entire plan. Construction should be underway shortly. Councilmember Steenrod advised that the goal is to have the center ready shortly after the first of the year.

Finance & Economic Development Committee

Councilmember Steenrod reported that the Committee is still crunching numbers on the budget. She advised that the Committee is taking a close look at contingencies as it appears that unforeseen costs are rising higher than first anticipated.

City Manager Review Committee

Councilmember Thomasson advised that a packet of information will be distributed to Committee members next week.

South King County Transportation Board

Councilmember White reported that a meeting is scheduled for next Tuesday and discussion will center around what is next in light of the results of the recent election.

Public Safety & Transportation Committee

Mayor Pro Tem Benjamin noted that the Committee is concerned over the crosswalks on Marine View Drive and draft legislation will be presented to Council at a later meeting date for consideration.

Ad-hoc Mt. Rainier Pool Committee

Mayor Pro Tem Benjamin reported the Committee has been working very hard to keep the pool open. A draft agreement is now being reviewed by various surrounding city council's for a financial commitment towards keeping the pool open. This will be before Des Moines Council on an upcoming Agenda. The Committee is optimistic that an agreement can be reached.

PRESIDING OFFICER'S REPORT

Authorization to Sign Letter

Mayor Wasson noted he has been requested by the Airport Communities Coalition to sign a joint letter to the Army Corps of Engineers. He will place this item on the Agenda for later tonight for Council's concurrence to authorize him to sign.

ADMINISTRATION REPORTS

Fishing Pier Repairs Update

Harbormaster Dusenbury, with the aid of a power point presentation, explained the damage to the pier and the process involved for returning the pier back to 100% of design strength. He advised that the damage is very repairable and it is estimated that costs will run around \$20,000.

City Manager Piasecki commented that financially we cannot afford to implement the Marina Master Plan all at once. He noted that a bond issue is set to come before Council this evening to pay for the 1st phase of the plan.

Councilmember Thomasson cautioned against spending money on anything that may need to be redone in a later phase of the plan.

8:51 p.m. Mayor Wasson called for a 10 minute break. [ED NOTE: Mayor Pro Tem Benjamin left the meeting.]

NEW BUSINESS

Draft Ordinance No. 02-258 Marina Bonds - 1st Reading

Harbormaster Dusenbury noted that the draft ordinance will enable the City to issue bonds to finance the projects identified in Phase I of the Marina Master Plan that were reviewed in the previous agenda item. He introduced Lindsay Soude of Seattle Northwest Securities and Judy Andrews, the City's Bond Counsel, who are in attendance to help answer any questions.

Finance Director Henderson advised Council that the financial impact of issuing \$5,460,000 in Limited General Obligations Bonds primarily provides for \$4,270,000 in net proceeds to fund Phase One of the Marina capital improvements, and advance refunds the Marina Revenue Bonds of 1968, of which \$1,037,000 in principal is currently outstanding. She noted that the advance refunding provides a release of the following bond covenants: 1) the Marina Revenue Bond and Interest Sinking Fund of \$495,300; 2) the Repair and Replacement Reserve Fund of \$300,000, and 3) debt service coverage requirement of the Marina annual net revenues to be equal to or greater than 1.50 times the average annual requirements for principal and interest of the outstanding bonds.

Finance Director Henderson continued by noting that the Bonds will have the following bond covenants: 1) debt service coverage requirement for the marina annual net revenues to be equal to or greater than 1.25 times the average annual requirements for principal and interest of the outstanding bonds, and 2) Debt Service Reserve requirement of \$391,188. She advised that staff has concluded from analyzing Marina revenue and expense projections that the debt service coverage ratio of 1.25 times will be met and that the Marina has sufficient resources to pay the outstanding principal and interest on the bonds when due.

Councilmember Steenrod requested that Councilmembers be furnished with a copy of the spread sheets that were given to the Finance & Economic Development Committee that showed cash-flow projections.

Councilmember Thomasson requested that on page 3 of the draft ordinance, under definitions, that "Marina" be amended to include the Redondo portion.

Ms. Soude proceeded to detail for Council how bond ratings are determined. She noted for a small City such as Des Moines, asset value and financial status are key issues. She assured Council that Seattle-Northwest Securities, as the City's underwriter, will aggressively seek investors to sell the City's bonds at the lowest possible rate.

Councilmember Steenrod felt the City should borrow as much as possible to take advantage of low interest rates that currently exist. She further advised that she is comfortable retiring the old debt. However, she requested assurance that Marina funds stay within the Marina.

Upon Council concerns, City Manager Piasecki advised that staff will be sure there is a mechanism to guarantee that there shall be no deficiency in the Bond Fund, and that the Reserve Account shall have money and investments equal to the Reserve Requirement.

Upon questioning by Council, Ms. Stoudd advised that the figures will be available for Council approval at the November 21st Council meeting. However, she noted that the sale will not happen should the market be unfavorable.

Mayor Wasson requested that the Marina repair and maintenance covenants be attached to any new bond. He advised that there is an obligation to maintain the Marina that is not going to go away. City Manager Piasecki advised that this will be done.

After further discussion, Councilmember Steenrod requested that the last paragraph of page 24 of the draft ordinance, better reflect who is responsible in regards to the "city's obligations" and what is the due date.

MOTION was made by Councilmember Thomasson, seconded by Councilmember White and passed unanimously, to move Draft Ordinance No. 02-258 to a second reading on the November 21st Council agenda.

PUBLIC HEARING

Draft Ordinance No. 02-248 [ASSIGNED ORDINANCE NO. 1311] 2003 Property Tax Revenue - 1st Reading

Mayor Wasson introduced the subject and declared the hearing open.

City Manager Piasecki advised that at this time, the increase in utility value has not been received from King County. As such, the draft ordinance has been written so that property tax revenue will increase by 1.0%. He informed Council that the dollar increase over last year's levy, other than new construction and state-assessed property increases, is \$20,859. He also advised that the general property levy rate will decrease from the current amount of \$1.40 to \$1.33 per \$1,000 of assessed value, based on preliminary numbers.

Mayor Wasson called for public comments three times. As there was no one in attendance who wished to speak, Mayor Wasson CLOSED the public hearing.

MOTION was made by Councilmember Thomasson, seconded by Councilmember White and passed unanimously, to suspend Council Rule 26(b) in order to enact Draft Ordinance No. 02-248 on first reading.

MOTION was made by Councilmember Thomasson, seconded by Councilmember White to approve Draft ordinance No. 02-248.

Councilmember Thomasson read the draft ordinance by title into the record.

VOTE ON MOTION: Motion passed unanimously.

PUBLIC HEARING

Draft Ordinance No. 02-246 Adopting 2003 Budget - 1st Reading

Mayor Wasson introduced the subject and declared the hearing open.

City Manager Piasecki noted that the budget has been discussed in detail over the last several months.

Mayor Wasson called for public comments.

PUBLIC COMMENTS

Bob Ponds

Mr. Ponds suggested that the City Council close down the King's Arm Motel. He noted this would save around the \$700,000 that it currently costs for police patrol services due to high crime at this facility.

As there were no further speakers wishing to address Council, Mayor Wasson announced that the Public Hearing will be CONTINUED to the November 21, 2002, City Council meeting to allow for any additional public comments.

NEW BUSINESS

Request for Mayor's Signature on Joint Letter by Airport Communities Coalition (ACC)

Mayor Wasson requested consensus from Council to sign a joint letter from ACC to the U.S. Army Corps of Engineers requesting denial of the Port's application for 404 permit approval.

Councilmember expressed unanimously consensus for the Mayor to sign the letter.

Proposed Settlement

City Attorney Marousek advised that a settlement agreement has been reached in the matter of Kaplan and Prenevost v. the City and requested Council approval.

Councilmember White announced that she is recusing herself from participation in this matter.

MOTION was made by Councilmember Steenrod, seconded by Councilmember Thomasson, to approve the Settlement Agreement and Release in the matter of Kaplan and Prenvevost v. the City of Des Moines, King County Superior Court Case No. 01-2-34121-9KNT, and to authorize the City Manager to sign the Agreement, as approved by the City Attorney, on behalf of the City substantially in the form as submitted, with the cost of the City's settlement contribution not to exceed \$500.00 in materials and labor to be paid from the SWM fund. Motion passed 4 to 0, with Councilmember White abstaining.

Straightening Des Moines Eastern Boundary

It was noted that this matter was placed on the agenda at the request of Mayor Wasson to determine whether Council wished to initiate discussion with the cities of Kent and Federal Way regarding the irregular eastern boundaries.

10:29 p.m. **MOTION** was made by Councilmember Steenrod, seconded by Councilmember Petersen, to extend the meeting another 5 minutes. Motion passed.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Steenrod and passed unanimously, to direct Administration and the Mayor, to initiate discussions with the City of Kent in regards to the irregular eastern boundary.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Steenrod, to direct staff to re-open negotiations concerning Des Moines eastern boundary with the City of Federal Way, under the Agreement relating to Potential Annexation Area Designation.

NEXT MEETING DATE

Mayor Wasson announced that the next regular meeting will be November 21, 2002.

ADJOURNMENT

At 10:36 p.m. **MOTION** was made by Councilmember Thomasson, seconded by Councilmember Steenrod and passed unanimously, to adjourn the meeting.

Respectfully submitted,

Denis Staab
City Clerk

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES

November 21, 2002

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

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

ROLL CALL - Present: Mayor Don Wasson, Mayor Pro Tem Richard Benjamin, Councilmembers Gary Petersen, Bob Sheckler (left the meeting at 9:28 p.m.) Maggie Steenrod, Scott Thomasson and Susan White (left the meeting at 9:00 p.m.). Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Finance Director Paula Henderson, Community Development Director Judith Kilgore, Assistant Planner Celeste Carlson, and Deputy City Clerk Angela Chaufy.

COMMENTS FROM THE PUBLIC

Robert McCauley, 553 John Street, #16, Seattle

City Attorney Marousek said that Council had previously discussed labor negotiations with Teamster Local No. 763 in open session. In order to prevent any suggestion that the speaker's comments might be out of order and to avoid any unfair labor practice charges, City Attorney Marousek suggested that Council approve a motion to allow comments regarding the negotiations prior to Mr. McCauley's comments.

MOTION was made by Councilmember White and seconded by Mayor Pro Tem Benjamin to allow comments regarding the labor negotiations. VOTE ON MOTION: Motion passed, 6-1, with Councilmember Sheckler opposed.

As the Business Agent for Teamsters Local No. 763 representing the City's Marina, Parks and Public Works maintenance employees, Mr. McCauley informed Council that he was surprised to learn that Council had not ratified the proposed contract and that they wanted an open shop agreement. As Washington law requires that a union must bargain for all members and in recognition of the costs associated with that representation, Mr. McCauley said that most public sector agreements contain an agency shop clause. He said that the employees were willing to support language that required everyone to either pay dues or a representation fee to the Union or submit funds to a charity. Mr. McCauley said that if Council accepted the compromise, the members would accept the proposed agreement.

Dan Caldwell, 19547 2nd Avenue South

Mr. Caldwell asked Council to maintain the small sling launch and the parking lot at the Marina. He felt that they were important issues for several residents. Mr. Caldwell said that the Councilmembers who had previously voted for the Master Plan had not been reelected.

Charles Martin, 34507 32nd Court SW

Mr. Martin informed Council that he was a Marina employee and the Union shop steward representing four workers at the Marina. He said that the workers democratically voted to be

represented by the Union over two years ago. Mr. Martin said that he did not believe that the wishes of a vocal minority within the bargaining unit should persuade Council to alter the democratic process. He asked Council to listen to the majority of the workers and to reconsider their insistence on the exclusion of dues for religious or philosophical disagreement clause.

Councilmember Thomasson stated that Mr. Martin's statements implied that bargaining members have spoken to Council. He said that he did not believe that to be true and that he had not been approached by any Union members. Councilmember Thomasson said that Council was speaking their own opinions.

Councilmember Sheckler voiced agreement with Councilmember Thomasson's comments. He said that he had received a suspicious envelope in his home mailbox that did not contain a return address or a stamp. After having the police inspect the envelope, he discovered that it contained Union information and felt that the Union was trying to affect his vote. Councilmember Sheckler said he did not consider the incident to be democratic but an attempt to intimidate him. Councilmember Sheckler said he still agreed with his comments made at the last meeting, but if the majority of the workers were willing to support the provision, he could agree to the language.

George Buley, 19901 11th Avenue South

Mr. Buley told Council that his neighbor's commercial shipping container was affecting his neighborhood's quality of life and property value. Mr. Buley informed Council that his neighbor said that the container was grandfathered into the city as it was in place prior to the property's annexation into the City of Des Moines. After researching the Des Moines Municipal Code, Mr. Buley said that he could not find a grandfather clause. Mr. Buley provided copies of the email and picture he had sent to Council on July 7, 2002. Mr. Buley asked Council to draft a resolution to protect his quality of life.

Upon questioning from Councilmember Thomasson, Community Development Director Kilgore explained that the container appeared to be a legal non-conforming use as, under King County, it was an allowed use at the time of its placement. She said that there was no abatement process in place for such situations.

Councilmember Thomasson asked that the abatement process be researched.

BOARD & COMMITTEE REPORTS

Redondo Area Burglaries

Councilmember White reported that there have been several recent burglaries in the Redondo area. She reminded the community that to watch their neighborhoods.

ADMINISTRATION REPORTS

Des Moines Memorial Drive Triangle Flagpole

City Manager Piasecki reported that the Park and Recreation Director was trying to contact Mr. Barden in response to his letter regarding the Des Moines Memorial Drive Triangle Flagpole. He informed Council that the City had budgeted \$3,000 three years ago to repair the flagpole and had issued a request for qualifications but that the funding was subsequently cut from the budget. City Manager Piasecki explained that a smaller flag was hung in the winter due to adverse weather conditions. Any repairs to the flagpole would need to be postponed until Spring.

Councilmember Thomasson thought that a Veterans of Foreign Wars group from Sand Point had previously offered to provide flags to the City. He asked staff to research this matter.

PRESIDING OFFICER'S REPORT

Agenda Revision

Mayor Wasson deleted Consent Item No. 3 from the agenda using the authority granted the presiding officer in Rule 9 of the City Council Rules of Procedure.

CONSENT CALENDAR was read by Deputy City Clerk Chaufy.

1. Motion is to approve the minutes of October 31 and November 7, 2002.
2. Motion is to approve the Interlocal agreement with King County for Jail services and to authorize the City Manager to sign the agreement substantially in the form as submitted.
3. ~~Draft Resolution No. 02-260 Title: A Resolution of the City Council of the City of Des Moines, Washington, granting permission to the Greater Des Moines Chamber of Commerce to use the City's Big Catch Plaza for a holiday carousel and community activities.~~

MOTION is to approve Draft Resolution No. 02-260.

4. Motion is to enter into the attached agreement with the City of Kent for their participation in costs of design work for the Pacific Highway South Project and further to authorize the City Manager to sign said agreement substantially in the form as submitted.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Sheckler, and passed unanimously to approve the consent calendar as read.

AGENDA REVISION

Mayor Wasson announced that Old Business Item #2 would be discussed first.

OLD BUSINESS

Draft Ordinance No. 02-258 [Assigned Ord. No. 1312] Marina Bonds - 2nd Reading

City Manager Piasecki introduced Finance Director Henderson and Seattle-Northwest Securities Vice President Lindsay Sovde.

Ms. Sovde informed Council of the bond pricing results. She said that \$5,420,000 limited tax general obligation bonds had been issued to fund capital improvements at the Marina and to refund the 1968 Marina revenue bonds. She noted that the following results had been obtained:

1. The 1.50 times debt service coverage covenant from the 1968 bonds had been removed.
2. The new issue will have a 1.25 debt service coverage covenant.
3. The City was assigned an A3 credit rating from Moody's Investors Service.
4. Moody's Investors Service removed the City's "negative outlook" credit rating.
5. A true interest cost of 4.32% was secured.
6. Bond insurance from MBIA at a cost of 27.5 basis points was received.

Ms. Sovde displayed a chart of the City's total limited tax general obligation bonds.

Mayor Pro Tem Benjamin requested a copy of the amortization schedule for the bonds.

Ms. Sovde introduced Dan Gottlieb, Bond Counsel from Gottlieb, Fisher and Andrews, to brief Council on Draft Ordinance 02-258.

Mr. Gottlieb informed Council that the purpose of the proposed ordinance was to provide for the sale, issuance, and security of the bonds, to grant permission to execute the bonds, to refinance the 1968 Marina bonds, and to fund marina improvements.

Councilmember Thomasson asked that the definition of "Marina" on Page 3 of the proposed ordinance clarify that it includes both the Marina and the Redondo facilities. He also noted that the word "board" in the ninth paragraph on the same page should be "boat".

In response to Councilmember Steenrod's questioning, Mr. Gottlieb explained that the proposed parity obligations language provided Council with the flexibility to issue bonds on an equal basis with these bonds and to use the revenues for other purposes according to the described process.

Councilmember Thomasson likened the situation to obtaining two debts rather than a first and second mortgage.

Ms. Sovde explained that the language provided Council with the maximum flexibility to issue bonds and protect the interests of the Marina. Without the language, Council would need to obtain junior lien bonds that would be approximately ten basis points higher.

MOTION was made by Councilmember Thomasson and seconded by Councilmember Sheckler to adopt Draft Ordinance No. 02-258 providing for the sale and issuance of \$5,460,000 limited tax general obligation bonds, 2002, to provide funds to advance refund the City's Marina Revenue Bonds of 1968 and to fund capital improvements identified in Phase One of the Comprehensive Marina Master Plan.

Councilmember Thomasson clarified that the motion included his previously recommended changes for Page 3.

Mayor Pro Tem Benjamin stated that historically the marina had paid for itself. He said that the funds taken from the marina and allocated to the general fund could have been used to fund the improvements. Therefore, he would not support the motion. He felt that the voters should decide the issue.

In regard to Mr. Caldwell's comments during Comments from the Public, Councilmember Thomasson explained that the Marina Plan included the installation of a boat sling installed in a new location.

Mayor Wasson distributed proposed language (new Table of Contents and new Section Nos. 20, 26, 27, 28, and 29) that would reinstate the covenants that controlled the maintenance of the Marina and the Repair and Replacement Reserve contained in the original bonds amended to reflect an annual transfer of \$100,000 to an aggregate total of \$1,000,000.

MOTION was made by Mayor Wasson and seconded by Councilmember Petersen to include Mayor Wasson's proposed language in the bond issue ordinance.

Councilmember Thomasson felt that it was unwise to change the language of a thirty-page ordinance prepared by a specialist without knowing the ramifications of doing so. He noted that legal counsel had not had an opportunity to comment on the Mayor's proposed language.

Councilmember White agreed with Councilmember Thomasson's comments.

Mr. Gottlieb said that he would need more time to review the proposed language than provided at the meeting to determine how Mayor Wasson's proposed language fit with Draft Ordinance No. 02-258. At staff's request, Mr. Gottlieb said that he had prepared draft language addressing the maintenance and operation of the Marina and its Repair and Replacement Reserve Fund.

Finance Director Henderson distributed the language (Version B, Section 27 and new Section 28).

Mr. Gottlieb explained that Version B, Section 27 would create a Marina System Repair and Replacement Fund. Within thirty days after the close of each fiscal year, \$30,000 or such portion as was available for transfer annually, would be deposited into the fund until the funds and/or investments in the Repair and Replacement Fund totaled \$300,000. The proposed language then detailed the specific allowed uses of the money. Mr. Gottlieb informed Council that the proposed language in new Section 28 was similar to the language contained in Ordinance 265. Mr. Gottlieb confirmed that his proposed language (Version B, Section 27 and new Section 28) would fit in the proposed ordinance.

Mayor Wasson explained that his proposed language for Section 29 reflected current day dollars rather than 1968 dollars to insure the needs of the marina were met. The funds would be for catastrophic needs only.

Mr. Gottlieb said that the original bonds allowed for the payment of debt service.

Councilmember Thomasson said that he was willing to support Mr. Gottlieb's proposed language. He said that \$1,000,000 might be appropriate due to present value considerations.

MOTION was made by Councilmember Thomasson to strike the previous amendment motion and to substitute it with Mr. Gottlieb's Version B, Section 27 and new Section 28 language with the provision that, in Section 28, \$30,000 is changed to \$100,000 and \$300,000 is changed to \$1,000,000.

In response to Councilmember Thomasson's questioning, Mr. Gottlieb explained that proposed Section 28 was covenanting to the bondholders as they were the beneficiaries of the draft ordinance. He noted that this could be clarified in the ordinance.

Councilmember Steenrod said that it was important to balance flexibility with prudent handling of the money.

Mr. Gottlieb said that the Mayor's proposed language for Section 20 would require changes in other sections of the proposed ordinance as other funds were cross-referenced.

Councilmember White voiced disappointment that Council was not yet ready to vote on the motion. She said that she would like to vote on the issue but had to leave the meeting.

At 9:00 p.m., Councilmember White left the meeting.

Councilmember Thomasson said that a requirement to put \$100,000 per year into the Marina Repair and Replacement Fund would result in higher marina rates. He stated his preference for Draft Ordinance No. 02-258 without any amendments. Councilmember Thomasson said that language was not necessary to make the Council maintain the Marina. He stated his belief that the Marina had been run well in the past. If, in the future, it were not, the election process would address the issue.

Ms. Sovde said that she had significant concerns with the ordinance requiring the transfer of \$100,000 annually into a reserve fund. She said that the stipulation had not been presented to the investors as part of the plan. The rate increase to meet the requirement could impact the number of marina tenants. This could result in the City's inability to collect revenues to pay the bond's principal and interest. She said that if Council wanted to adopt a required transfer into the Marina Repair and Replacement Fund then the bond issuance should be cancelled.

In response to Councilmember Steenrod's comments regarding the bond issuance process, Mr. Gottlieb informed Council that the procedures followed by this proposed bond issuance was consistent with the procedures followed by every city throughout the state. If the draft ordinance was changed, the investors would have the opportunity to discontinue their commitment.

Ms. Sovde said that she was more comfortable presenting language that said that the transfer would be made to the extent the funds were available. She reiterated that requiring the transfer would be considered a substantial material change and the investors would most likely walk.

MOTION was seconded by Councilmember Sheckler.

City Attorney Marousek said that she had serious concerns with Section 28 due to its subjective nature.

Councilmember Thomasson **amended his motion** to clarify that the covenant was with the bondholders. **The seconder of the motion accepted the amendment.**

Mayor Wasson said that last year's Council had voted to remove the restriction on Marina fund usage. He felt that the action had been ambiguous and Council had not been aware of what it was voting on.

Councilmembers Sheckler and Thomasson disagreed with Mayor Wasson's statement. Councilmember Thomasson said that he had been very aware of what he was voting on.

At 9:20 p.m., Councilmember Steenrod left the chambers.

Councilmember Thomasson spoke in support of the proposed substitute motion as it addressed the Mayor's concerns and met the needs of the bond counsel.

At 9:25 p.m., Councilmember Steenrod returned to the chambers.

VOTE ON MOTION: Motion passed, 4 – 2, with Mayor Wasson and Mayor Pro Tem Benjamin opposed.

Mr. Gottlieb confirmed that it was okay to use “owners” instead of “bondholders” in Section 28.

Mayor Wasson said that he would not support the main motion as he felt it did not supply adequate protection for the City.

VOTE ON AMENDED MAIN MOTION: Motion passed, 4 – 2, with Mayor Wasson and Mayor Pro Tem Benjamin opposed.

At 9:28 p.m., Mayor Wasson declared a ten-minute break and Councilmember Sheckler left the meeting.

PUBLIC HEARING

Draft Ordinance No. 02-186 Dangerous Fences - 1st Reading

City Manager Piasecki introduced the subject. As staff had notified the people who currently have razor wire on their property of the hearing only a few days ago, he suggested that Council allow written comments and continue the hearing to a later date.

Mayor Wasson opened the hearing.

Assistant Planner Carlson said that the proposed ordinance was written in response to Council’s direction due to a citizen’s request. She informed Council that the Code currently did not address any dangerous fences. The proposed ordinance would ban razor wire fencing and regulate electric fences and barbed wire fences. Assistant Planner Carlson confirmed that Council had received the letter submitted by the owner of Midway Motors (Exhibit 1). She said that, if the proposed ordinance passed, property owners would be required to remove the dangerous fencing at their own expense within sixty days. Assistant Planner Carlson confirmed that the ordinance did not address buried fences.

City Attorney Marousek said that the exclusion of buried fences could be clarified in the definition section of the draft ordinance.

Upon request, Assistant Planner Carlson said that she would provide Councilmember Steenrod with a copy of DMMC 18.40.150.

Councilmember Steenrod said that Council must consider the issue carefully as the fencing was also a visual deterrent to crime.

City Manager Piasecki confirmed that Council could restrict the use of dangerous fencing in specific zones.

Upon questioning, Assistant Planner Carlson explained that the proposed ordinance was based upon the ordinances of four different cities and contained the commonly addressed items.

Councilmember Thomasson noted that the draft ordinance did not contain a process for a hearing or compensation. He said that the existing fences could be argued to be a non-conforming use.

City Attorney Marousek said that she would research the issue.

Councilmember Petersen stated his belief that the fencing was not a deterrent to an experienced thief.

City Attorney Marousek read the rules for conducting a public hearing.

Speakers

Vernena Bergin, 21628 28th Avenue South

Ms. Bergin spoke in opposition to the proposed ordinance. She said that the purpose of a fence was to keep people out and the purpose of razor wire was to keep people from going over. She stated that her razor wire has protected her tenants from crime. Ms. Bergin said that common sense goes a long way. She informed Council that she had received a permit and signed for the razor wire when she initially got it. Ms. Bergin said that electric fences would not kill anyone but only shock them. She said that anyone caught in a fence had no business being there in the first place.

Phil Yohann, 1300 South 250th

Mr. Yohann said that he was the concerned citizen who had originally brought the issue to Council. He said that his only concern was with the razor wire surrounding the RV lot at Huntington Park. Mr. Yohann informed Council that he has extricated three cats, including one that died, from the razor wire within the last seven years. Mr. Yohann voiced agreement with Councilmember Petersen's comment that anyone could cut the wire to get into the property. He reiterated that his only concern was with razor wire in a residential area. Razor wire used in commercial areas was a different issue.

Robert Back, 23840 16th Lane South

Mr. Back asked that a clear definition of barbed wire be included in the ordinance. As an owner of horses enclosed with an electric fence, Mr. Back said that he was satisfied with how the proposed ordinance was written. He wanted to be sure that if his fence became dangerous due to exposed nails, he would not have to fix it right away. Mr. Back thanked Council for addressing his concerns.

Mayor Wasson called for additional speakers three times.

None responded.

MOTION was made by Councilmember Thomasson, seconded by Mayor Pro Tem Benjamin and passed unanimously to continue the hearing to January 9, 2003.

PUBLIC HEARING CONTINUED

Draft Ordinance No. 02-246 Adopting 2003 Budget - 1st Reading

Mayor Wasson re-opened the public hearing. He noted that the rules read previously would apply to this hearing as well.

Speaker

Greg Schumacher, 19610 7th Avenue South

Mr. Schumacher informed Council that he was a member of the Ad Hoc Mount Rainier Pool Committee. He said that the pool was important to his family and that he was impressed by how many people would be impacted if the pool were to close. Mr. Schumacher expressed appreciation for Council's assistance with the matter. He urged Council to allocate funds to keep the pool open next year.

Mayor Wasson called for additional speakers three times.

None responded.

Mayor Wasson closed the public hearing.

MOTION was made by Mayor Wasson, seconded by Mayor Pro Tem Benjamin and passed unanimously to move Draft Ordinance No. 02-246 to a second reading on the December 5, 2002 meeting,

OLD BUSINESS

Budget Items - Continued Discussion

City Manager Piasecki introduced the subject. He noted that the 2002 ending fund balance was projected to be approximately \$300,000 higher than previously anticipated. This was the result of a hiring, travel, and overtime freeze as well as the addition of the 2002 sales tax amount.

Councilmember Thomasson noted that the City Code required a reserve of approximately \$820,000.

City Manager Piasecki said that one time monies received in 2003 were expected to increase the ending fund balance to that level. He then asked Council to provide direction regarding Mount Rainier Pool. City Manager Piasecki explained that the County has said that the pool will close December 31, 2002 if an entity does not take over or fund the facility. He informed Council that an Ad Hoc Committee has drafted an interlocal agreement to fund the pool through 2003. City Manager Piasecki informed Council of the following proposed funding levels for each entity:

Des Moines	\$50-75,000
Normandy Park	\$30,000
SeaTac	\$25,000
Highline School District	\$20,000
Citizen Committee	\$20-40,000
Burien	Declined to participate financially at this time but still participating in discussion.
Kent	Declined to participate at this time but will reconsider if necessary.

Mayor Pro Tem Benjamin explained that the Ad Hoc Committee was seeking to buy time until a long-range funding solution could be identified.

City Manager Piasecki explained that the interlocal agreement would require the County to provide a quarterly accounting to adjust costs. He asked Council for direction on the issue.

At 10:29 p.m., **motion** was made by Mayor Pro Tem Benjamin, seconded by Councilmember Petersen and passed unanimously to extend the meeting ten minutes.

MOTION was made by Mayor Wasson and seconded by Councilmember Steenrod to commit the City to contribute \$75,000 to keep the pool open for one year.

City Manager Piasecki suggested that the money could be funded with one time monies.

Councilmember Thomasson said that he was disturbed that the County had walked away from its responsibilities and placed the cities in this position. He said that he would support the motion to contribute to the funding of the pool for one year but felt that the city could not afford to do so on an on-going basis. He asked that this point be made clear to the committee. Councilmember Thomasson said that streets were a higher priority than the pool.

Councilmember Steenrod agreed with Councilmember Thomasson's statements. She asked that the information be posted on the City's website so as to inform the public of Council's action.

VOTE ON MOTION: Motion passed unanimously.

NEW BUSINESS

Draft Ordinance 01-142 - Telecommunications Code Readoption - 1st Reading

City Attorney Marousek said that the proposed revised telecommunications ordinance reflected the changes directed by the decision of the Ninth Circuit Court of Appeals. A copy of Draft Ordinance 01-142 with all the proposed revisions marked would be distributed to Council later.

NEXT MEETING DATE - Regular Meeting December 5, 2002

ADJOURNMENT

At 10:40 p.m., the meeting expired.

Respectfully submitted,

Angela M. Chaufy
Deputy City Clerk

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Resolution adopting an Agreement regarding wages, hours and working with Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763

ATTACHMENTS:

Draft Resolution No. 02-236
Agreement Resolving Unfair Labor Practice Charges

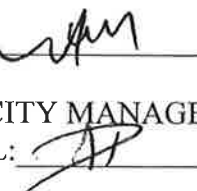
FOR AGENDA OF: December 5, 2002

DEPT. OF ORIGIN: City Manager's Office

DATE SUBMITTED: November 25, 2002

CLEARANCES:

[X] Legal

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this report is to recommend that the City Council adopt Draft Resolution No. 02-236 approving the agreement regarding wages, hours and working conditions with Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763 (Teamsters) and the attached agreement resolving unfair labor practice charges.

Suggested Motions:

"I move to adopt Draft Resolution No. 02-236, adopting an agreement between the City of Des Moines and the Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763 (Teamsters) regarding wages, hours and working conditions for the period December 1, 2002 to December 31, 2004 and approving the agreement resolving unfair labor practice charges and authorizing the City Manager to sign both documents substantially in the form as attached."

Background

In July 2000, the Public Works and Parks maintenance workers and the Marina harbor attendants organized as a collective bargaining unit affiliated with Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763 (Teamsters). The City has been negotiating with the bargaining unit since October 2000. The 19 employees in this bargaining unit have not had a base wage increase since January 2000. Un-represented employees have received base wage increases for 2001 and 2002 that equate to 7.3%

At its October 31, 2002, meeting, the City Council considered the attached resolution. After considerable discussion, the Council adopted the resolution with one change to the agreement: Section 1.2 Union Security was changed to state that employees were not required, as a condition of employment, to join the union. The City's labor negotiator, Cabot Dow, discussed this change with the union business representative, who subsequently took it to the employees covered by the agreement. The union business representative reported to Mr. Dow that the employees rejected this change to the agreement, but were be willing to agree to what was called option "B" at the October 31st meeting. Option "B" stated that employees could either join the union, pay a representation fee to the union equal to 90% of the union dues, or pay the equivalent of union dues to a non-religious charity.

Discussion

The attached agreement details the wages, hours and working conditions that the staff negotiating on behalf of the City and the Teamsters have agreed upon. Draft Resolution No. 02-236 approves the agreement and authorizes the City Manager to sign it. The attached draft agreement now includes language in Section 1.2 that reflects option "B" as discussed above.

In the late 2001 and early 2002, the Teamsters filed two unfair labor practice (ULP) charges against the City. Once the City Council has approved the attached agreement, the Teamsters will withdraw both pending ULP charges. An agreement regarding this is also attached to this report.

Alternatives

The City Council could decide not to approve the agreement as submitted. Staff would then return to the bargaining table to see if an alternate agreement could be negotiated.

Financial Impact

The agreement calls for an immediate increase of base wages of 8.52%. This includes 7.0% for the years 2001 and 2002 and moving the 1.52% contribution the City makes on behalf of the employees into their deferred compensations accounts. The agreement also calls for a signing bonus equal to 3.4% of the employee's 2001 gross wages and 3.5% of their 2002 gross wages through the date of the ratification and signing of this agreement. The base wage increase for 2003 shall be 90% of the Seattle CPI-U as of June 2002 (90% of 1.7 or 1.53%) while base wages for 2003 shall increase by 90% of the Seattle CPI-U as of June of 2003. The City will pay medical insurance premiums for all the employees' and their dependents as it does for all other employees. The pay grade of the harbor attendants will increase one grade so it is equal to that of the Public Works and Parks maintenance employees. Finally, the on-call ("beeper") pay will increase from \$0.51 per hour to \$1.00 per hour. Provisions for these increases have been made in the Public Works, Parks and Marina budgets.

Recommendation

Staff recommends that the City Council adopt Draft Resolution No. 02-236 and authorize the City Manager to sign the agreement with the Public, Professional & Office-Clerical Employees and Drivers

Local Union No. 763 (Teamsters) and the attached agreement resolving unfair labor practice charges substantially in the form as submitted.

CITY MANAGER'S FIRST DRAFT 10/25/02
CITY MANAGER'S SECOND DRAFT 11/27/02

DRAFT RESOLUTION NO. 02-236

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, adopting an agreement between the City of Des Moines and the Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763 (Teamsters) regarding wages, hours and working conditions for the period December 1, 2002 to December 31, 2004

WHEREAS, certain employees of the Des Moines Public Works Department, Park and Recreation Department, and Marina have organized into a bargaining unit known as the Teamsters to bargain with the City over matters related to wages, hours and working conditions, and

WHEREAS, the City Manager has negotiated an agreement with the Teamsters regarding wages, hours and working conditions for the period December 1, 2002 to December 31, 2004, and

WHEREAS, the City Council has review the agreement and determined that it is in the best interests of the citizens of Des Moines for the City to enter into said agreement with the Teamsters; now therefore,

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

The City Manager is authorized to sign the agreement with the Teamsters substantially in the form as attached and by this reference incorporated in this resolution.

ADOPTED BY the City Council of the City of Des Moines this ____ day of _____, 2002 and signed in authentication thereof this ____ day of _____, 2002.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

DRAFT AGREEMENT
by and between
CITY OF DES MOINES, WASHINGTON
and
PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS
LOCAL UNION NO. 763
(Representing the Public Works, Parks and Marina Employees)

Date Signed, 2002 through December 31, 2004

THIS AGREEMENT is made and entered into by and between the CITY OF DES MOINES, WASHINGTON, hereinafter referred to as the Employer, and PUBLIC, PROFESSIONAL & OFFICE-CLERICAL EMPLOYEES AND DRIVERS LOCAL UNION NO. 763, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the Union.

ARTICLE I RECOGNITION, UNION MEMBERSHIP AND PAYROLL DEDUCTION

- 1.1 Recognition - The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all regular full-time and regular part-time maintenance and operations employees within the City of Des Moines Public Works Maintenance Division, Park and Recreation Department Maintenance Division, and the Marina excluding supervisors, confidential employees, clerical employees, seasonal and temporary employees and all other employees.
- 1.1.1 For the purposes of this Agreement, “temporary employee” or “seasonal employee” shall mean an individual appointed to a position for a period of time less than nine (9) months, absent a declaration by the City of emergency need. Should a temporary or seasonal employee be employed in the same position for more than twelve (12) months, the temporary or seasonal employee shall be considered a regular full-time or regular part-time employee. All benefits normally provided regular employees shall begin as of the date the employee changes status from temporary or seasonal to regular.
- 1.2 Union Membership - It shall be a condition of employment that all employees of the Employer covered by this Agreement shall become members in good standing and those who are not members in good standing on the effective date of this Agreement shall, on the thirty-first (31st) day following the effective date of this Agreement, become and remain members in good standing in the Union or pay a representation service fee to the Union equal to ninety percent (90%) of the dues uniformly levied for Union members or pay an amount of money equivalent to Union dues and initiation fee to a non-religious charity or to another charitable organization agreed upon by the employee and the Union. It shall also be a condition of employment that all employees covered by this Agreement hired on or after its effective date shall, on the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union or pay a representation service fee to the Union equal to ninety percent (90%) of the dues uniformly levied for Union members or pay an amount of money equivalent to Union dues and initiation fee to

a non-religious charity or to another charitable organization agreed upon by the employee and the Union. If the employee and the Union do not reach agreement on such matters, the Public Employment Relations Commission (PERC) shall designate the charitable organization.

- 1.2.1 As provided in R.C.W. 41.56.122, the right of non-association of employees based on bona fide religious tenets or teachings of a church or religious body of which an employee is a member shall be recognized. Such employee shall pay an amount of money equivalent to regular Union dues and initiation fee to a non-religious charity or to another charitable organization mutually agreed upon by the employee and the Union. The employee shall furnish written proof each month to the Union that such payment has been made or initiate and maintain a payroll deduction with the Employer. If the employee and the Union do not reach agreement on such matters, the Commission shall designate the charitable organization.

- 1.3 Payroll Deduction - The Employer shall deduct from the paycheck of each employee who has so authorized in writing the regular initiation fee and regular monthly dues uniformly required of members of the Union. The amounts deducted shall be transmitted monthly to the Union on behalf of the employees involved. Any employee who wishes to cancel the written authorization for dues deduction, must notify the Employer and Union in writing, at which time the Employer will discontinue the deduction.

- 1.3.1 The Union agrees to hold the Employer harmless from any liability whatsoever that might ensue as a result of actions taken to enforce the provisions of this Article. The Union shall defend and hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the employer for the purpose of complying with any of the provisions of this Article.

- 1.4 Union Officials Time-Off - An employee who holds a Union position (Shop Steward and/or member of the Negotiating Committee) may be granted time-off while conducting business vital to the employees in the bargaining unit provided:

They notify the Employer in writing at least forty-eight (48) hours prior to the time-off period;

The Employer is able to properly staff the employee's job duties during the time-off period;

The wage cost to the Employer is no greater than the cost that would have been incurred had the employee not taken time-off; and

Employees shall not transact Union business while working on shift, except up to three designated representatives may participate in contract negotiation meetings with the employer.

- 1.4.1 A shop steward shall be granted reasonable time to participate in grievance meetings with the Employer and/or to accompany an employee in an

investigatory interview.

- 1.5 Union Notification - Within thirty (30) days from the date of hire of a new bargaining unit employee, the Employer shall forward to the Union the name, address, and telephone number of the new employee. The Employer shall promptly notify the Union of all bargaining unit employees leaving its employment.
- 1.6 Bulletin Boards - The Employer shall provide suitable space for two (2) bulletin boards, one at the maintenance facility and one at the Marina. Postings by the Union on the bulletin boards shall be confined to official business of the Union; provided such notices shall not be derogatory of the Employer, its elected officials or other personnel.
- 1.7 Union Visitation – An authorized representative of the Union shall have access to the City's workplace at reasonable times for the purpose of investigation of grievances, adjusting disputes and ascertaining that the Agreement is being adhered to, provided that such visit shall not interfere with the work process or cause undue interruption of the employees' work schedule.

ARTICLE II NON-DISCRIMINATION

- 2.1 Neither the Employer, the Union nor any employee shall in any manner whatsoever discriminate against any employee or applicant for employment on the basis of race; color; religion; creed; sex; marital status; national origin; age; or sensory, mental or physical disabilities. Nothing shall prevent the City from establishing bona fide occupational qualifications (BFOQ).
- 2.2 No employee shall be discriminated against because of membership or non-membership or lawful activity in the Union, provided such activity is not carried on so as to interfere with the normal work process.

ARTICLE III MANAGEMENT RIGHTS

- 3.1 The Employer retains and reserves all powers and authority to manage its operations in an effective manner with the sole and unquestioned right and prerogative in accordance with applicable laws, regulations, and City ordinances and policies whether or not specifically mentioned in this agreement and whether or not previously exercised, subject only to the limitations expressly stated in this Agreement. Such management rights shall include but not be limited to the following:
- 1) To plan, direct, control and determine all operations, functions, and policies of the City and to modify such operations, functions and policies as they may affect employees in the Bargaining Unit;
 - 2) To establish and administer a personnel system that provides for all types of personnel transactions, including determining procedures, standards for hiring,

promotion, transfer, assignment, layoff, discipline, and classification of positions.

- 3) To determine job descriptions and job content, with the understanding that job descriptions do not and cannot detail each and every minor or incidental duty employees are expected to perform; nevertheless, employees are expected and required to perform all such duties;
- 4) To supervise and direct the workforce, to establish the qualifications for employment and to employ employees;
- 5) To schedule and assign work;
- 6) To establish reasonable work and performance standards and, from time to time, to change those standards. Such standards may be used to determine acceptable performance levels, prepare work schedules, and measure the performance and productivity of employees;
- 7) To assign overtime or not. The City has the right to schedule overtime work as required in a manner most advantageous to the City and consistent with the requirements of municipal employment and the public interest;
- 8) To determine the methods, means, organization and number of personnel by which operations and services shall be made or purchased; to subcontract work with either public or private sector agencies or assign work to other City non-bargaining unit personnel in accordance with Article 18;
- 9) To make and enforce rules and regulations, including but not limited to safety rules, operational policies and procedures, and rules of conduct;
- 10) To discipline or discharge for cause.
- 11) To layoff employees for lack of work, funds, or the occurrence of conditions beyond the control of the employer or where such condition of work would be wasteful and unproductive;
- 12) To change or eliminate existing methods, equipment or facilities, including past practices;
- 13) To lawfully inspect lockers, other spaces assigned to Employees, and City vehicles without consent provided that the Employee has a right to be present;

3.2 Probationary employment with the City is at will and the City expressly reserves the right to discharge probationary employees with cause or without cause or advanced notice and without compensation except for time actually worked.

3.3 The City's Personnel Manual shall apply to members of this bargaining unit. However, in the event of a conflict between a specific provision of this Agreement and any guideline, regulation, or rule of the City, the provision of this Agreement

shall control. In addition, the parties agree that the City has the sole right to amend, modify, adopt, or change any such personnel policies, provided that the Union is given fifteen (15) days advance notice and an opportunity to comment.

- 3.4 The City has the right at any time to require an employee to provide evidence of a valid Washington State driver's license if the employee has or will at any time drive a City vehicle and CDL endorsement if such is required by the classification. Such requirement may include having the employee sign a release of driving record; payment of fee is to be paid by the employee.
- 3.5 The exercise of any management prerogative, function, or right which is not specifically modified by this Agreement is not subject to any grievance procedure or to bargaining during the term of this Agreement, except where such exercise is in violation of the express written terms of this Agreement.

ARTICLE IV HOURS OF WORK

- 4.1 Work Schedule – The normal work schedule for full-time employees shall be five (5) consecutive days of eight (8) hours of work exclusive of the lunch period, Monday through Friday, unless an alternate work schedule is scheduled by the City and fourteen (14) days notice is provided to the employee. Management will offer to discuss with the Union any changes to the regular work schedule longer than thirty (30) days in duration.
- 4.1.1 The Employer shall continue its current practice relative to the work schedule for Marina employees except meal periods shall be unpaid throughout the year.
- 4.2 Shift Change – Each employee shall be assigned to a regular shift starting time which shall not normally be changed without forty-eight (48) hours notice, exclusive of emergencies, e.g. snow, ice, flood, earthquake, etc. In the event an employee's regular shift starting time is changed with less than forty-eight (48) hours notice, the employee shall be paid at the overtime rate up to the first sixteen hours worked outside of the employee's regular shift hours during the remainder of the employee's scheduled work week.
- 4.3 Rest Periods – Employees shall receive a rest period of fifteen (15) minutes on the Employer's time for each four (4) hours of working time exclusive of emergencies. Rest periods shall be scheduled as near as possible to the midpoint of each four (4) hour work period. No employee shall be required to work more than three (3) hours without a rest period. By mutual agreement between the employee and the Employer, the rest periods may be taken at a time other than stated above.
- 4.4 Meal Periods – Employees shall receive a meal period of thirty (30) minutes which shall be on the employee's own time and which shall commence no less than three (3) nor more than five (5) hours from the beginning of the shift, exclusive of emergencies. By mutual agreement between the employee and the employer, the meal period may be taken at a time other than stated above. An employee who works more than three (3) hours longer than his normal workday may, at the option of the

employee, receive an additional unpaid meal period before or during their overtime.

ARTICLE V OVERTIME, CALLBACK, AND STANDBY

- 5.1 Overtime - All hours worked in excess of the employee's regular schedule in a day, with an eight (8) hour minimum, or forty (40) hours in a week shall constitute overtime. Vacation and holiday time shall be considered hours of work for the purposes of calculating overtime. Overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay.
- 5.1.1 Overtime shall be paid for in increments of fifteen (15) minutes with the major portion of each fifteen (15) minute increment being paid as fifteen (15) minutes.
- 5.1.2 Deductions shall be made for tardiness in increments of fifteen (15) minutes with the major portion of each fifteen (15) minute increment being deducted as fifteen (15) minutes.
- 5.1.3 Scheduled overtime work shall be offered to qualified employees who have designated the preference to work overtime by rotation when feasible. If no one agrees or if an insufficient number of employees agree to work the scheduled overtime, then employees will be assigned the overtime, by rotation, even if they have indicated they prefer not to work overtime.
- 5.1.4 In lieu of overtime pay, compensatory time-off may be accrued upon the request of the employee and the approval of the employer. Scheduling of compensatory time-off shall be subject to the approval of the employee's supervisor. Compensatory time-off shall be taken at the rate of one and one-half (1 ½) time the hours worked. The maximum number of hours that can be accumulated is forty (40) hours.
- 5.1.5 Employees shall not accrue additional leave (sick leave or vacation), health or other insurance benefits while on overtime.
- 5.2 Callback - An employee who has left work and is called back to work after completion of a regular day's shift, is called in to work before the beginning of the employee's shift or is called in on the employee's day-off shall be paid a minimum of two (2) hours at one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay; provided however, if the employee's regular shift starts less than two (2) hours from the time the employee started work on the callback, the employee shall receive one and one-half (1-1/2) times the employee's regular straight-time hourly rate of pay only for such time as occurs prior to the commencement of the employee's regular shift.
- 5.3 Standby - Employees may be placed on "Standby" status when it is anticipated that they may be called back to duty after going off shift. When placed on standby status, employees will remain near a telephone and will leave a number where they can be reached (unless equipped with a pager, cell phone or other communication device, in which case the employee shall remain within communication distance and within 1½ hours (90 minutes) travel time to the City). It is the intent that standby status

shall not preclude an employee from using the time for personal pursuits. While on standby duty, it is the employee's responsibility to be ready and able to work if called (for example: be able to get to work and not be impaired by drugs or alcohol).

- 5.3.1 Employees shall be paid \$1.00 per non-working hour of standby time and overtime pay for the number of hours worked if called in to work, subject to the callback provisions of Article 4.2. Standby Duty shall not be counted as hours worked for the purposes of computing overtime or eligibility to receive fringe benefits.
- 5.3.2 Standby Duty shall be rotated amongst those eligible bargaining unit employees who have designated their preference to work Standby Duty. If no one volunteers or if an insufficient number of volunteers sign up for Standby Duty, then it shall be assigned to other employees by rotation.
- 5.4 Higher Classification - In the event an employee is assigned by management to work out-of-class in a higher classification within the bargaining unit, then the employee shall be paid at the first step of the higher pay range or may receive a one-step pay increase, whichever is higher, for the period the employee works as a lead worker, provided the employee has worked for a period of not less than three (3) consecutive workdays in the higher classification, retroactive to the first day worked in the higher classification.
- 5.5 Pyramiding of Compensation - No pyramiding or double application of Sections and/or Articles is permitted. Compensation shall not be paid more than once for the same hours under any provision or section of this Article or Agreement, unless expressly stated in each Section or Article. On-call changes shall be approved in advance by the City so as not to require unnecessary overtime costs. The workdays and work periods specified herein shall not constitute guaranteed hours of works.

ARTICLE VI SENIORITY, LAYOFF, RECALL and JOB VACANCIES

- 6.1 Seniority - Except when positions are funded by state or federal funds under Article 6.1.1 below, seniority shall be the amount of continuous service within a regular bargaining unit position. Seniority shall date back to the employee's date of hire, in a regular status in the bargaining unit, but shall not be established until completion of the employee's "probationary period". An employee may be disciplined and/or discharged during his probationary period without recourse to the grievance procedure contained herein.
- 6.1.1 Employees whose positions are funded by state or federal funds shall be accorded seniority in accordance with this Article unless otherwise specified by the provisions of a specific state or federal program.
- 6.2 An employee's seniority shall be broken so that no prior period of employment shall be counted and his seniority shall cease upon:
1. Retirement
 2. Voluntary termination or job abandonment
 3. Discharge

4. Failure of the employee to notify the employer of his willingness to return to work upon recall from a layoff within ten calendar days after mailing a written notice from the employer to the employee's last known address appearing on the employer's records
 5. Failure to return to work promptly after an authorized leave of absence
 6. Layoff exceeding 15 months
 7. Unauthorized leave from work beyond three working days
- 6.2.1 The period of layoff or unpaid leave of absence will not count toward the computation of the amount of "continuous time in service"
- 6.3 Each calendar year, upon the request of the Union, the Employer shall provide the Union with a seniority list showing the name, present classification, first date of compensated work in the bargaining unit and the employee's initial date of hire for each employee in the bargaining unit.
- 6.4 Layoff - Layoff shall be by classification. In case of a layoff, employees shall be retained on the basis of job performance. When job performance is relatively equal, the employee with the shortest length of continuous service shall be laid off first. Relative job performance shall be determined on the basis of qualifications, past job performance evaluations and current job evaluations. Qualifications shall be determined by the knowledge, abilities and skills required for the affected position, as stated in the classification descriptions, and the employee's ability to perform the remaining work without further training.
- 6.4.1 Such person designated for layoff may bump an employee in a lower bargaining unit job classification the employee has previously held and for which the employee is qualified to hold. The employee to be bumped and laid off from the lower classification shall be selected through the process described in this Article.
- 6.5 Recall - In the case of recall, those employees laid off last shall be recalled first. An employee on layoff shall keep both the Employer and the Union informed of the address and telephone number where he can be contacted. Failure of the employee to notify the Employer of his willingness to return to work upon recall from layoff within ten (10) calendar days after mailing of written notice from the Employer to the employee's last known address appearing on the Employer's records shall cause the Employer's obligation to recall the employee to cease.
- 6.5.1 The Employer shall have no obligation to recall an employee after he has been on continuous layoff for a period of fifteen (15) months.
- 6.6 Job Vacancies - Opportunities for promotion shall be posted on the work site bulletin board for not less than seven (7) calendar days, during which time employees who have completed their probation period may apply. Posted job opportunities shall contain an adequate description of the job duties and the rate of pay. It is the intent of the parties to provide qualified employees with opportunities for promotion; provided however, the Employer shall determine who is the best qualified person for the job.

ARTICLE VII SICK LEAVE, SHARED LEAVE, LIGHT DUTY, AND BEREAVEMENT
LEAVE

- 7.1 Sick Leave - All full-time employees shall accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Employees shall accrue one-half of their monthly sick leave accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Part-time employees shall accrue sick leave benefits on a pro rata basis according to hours worked.
- 7.1.1 Sick leave benefits are earned from the date of employment, and may be utilized from date of employment. Employees do not earn sick leave benefits during a leave without pay. Employees do not earn sick leave benefits, and may not use any earned but unused sick leave benefits, during a suspension without pay. Employees continue to earn sick leave and vacation time while on paid sick leave.
- 7.1.2 Sick leave benefits not used during the calendar year in which they are earned may be carried over and used during succeeding calendar years. Such benefits may be carried over into successive calendar years so long as the employee remains employed by the City. Employees who transfer to another department retain any accumulated sick leave benefits after transfer to their new position.
- 7.1.3 Sick leave benefits may be used by eligible employees for any absence due to personal injury, bereavement, illness or temporary disability which keeps the employee from performing the employee's regular duties, paternity leave for ten days after the birth or adoption of a child under the age of six, medical and dental appointments, absences of reasonable duration occasioned by the illness or injury of a minor child or spouse, or the need to accompany a minor child to a medical or dental appointment, exposure to a contagious disease where on-the-job presence of the employee would jeopardize the health of others, or use of prescription drug which impairs job performance or safety. Sick leave benefits may be used for actual periods of temporary disability associated with pregnancy or childbirth during which the employee is physically unable to perform her duties as certified by a licensed physician.
- 7.1.4 In the event an employee exhausts his or her accrued sick leave, the employee has the option to use accrued vacation leave or compensatory time.
- 7.1.5 Employees injured on the job shall not simultaneously collect sick, vacation or compensatory leave and Worker's Compensation payments greater than the employee's regular pay. If the job related injury or illness requires the employee to be absent from work, the time the employee is unable to work will be charged to sick leave. At the option of the employee, when and if the employee's sick leave is exhausted, compensatory time or accrued vacation leave may be used. In any event, the Employer shall pay only up to the maximum of the difference between the payment received under Worker's Compensation by such employee and the employee's regular straight-time rate of compensation that the employee would have received from the Employer if able to work. Such payment by the Employer shall be

limited to the period of time that such employee has accumulated paid leave credits. The foregoing shall be accomplished by the employee "buying back" sick and vacation leave used with the time loss money from Worker's Compensation by turning the check over to the Employer. Once the employee has bought back all available sick and vacation leave, the employee shall no longer accrue paid leave benefits and shall not be required to surrender the time loss payments from Worker's Compensation to the Employer.

- 7.1.6 Payment of sick leave benefits is conditioned upon the employee notifying the supervisor or Department Director, or designee, of the employee's absence(s) as outlined in Section 4.H Attendance and Tardiness/Absenteeism of the Personnel Manual. Failure to give the required notice may result in no payment of sick leave benefits or other compensation for such absence(s).
- 7.1.7 The employee shall be required to provide certification of illness from a qualified health care provider whenever absent for two (2) or more days or has established a pattern which appears to indicate abuse and is requested by the employee's immediate supervisor or the Department Director, or designee. The employee shall be required to provide a written release to return to work from a qualified health care provider whenever requested by the employee's immediate supervisor or the Department Director, or designee. The City may require any employee returning after an absence to be examined by a second qualified health care provider of the City's choice.
- 7.1.8 Any employee found to have abused sick leave privileges by falsification or misrepresentation shall be subject to corrective action, including but not limited to repayment to the City of any amounts paid to such employee for such periods of absence, or discipline, up to and including discharge.
- 7.1.9 Employees who utilize 24 hours or less of sick leave in any calendar year shall receive 10 (ten) hours of vacation time. This is calculated per calendar year and is not available for people who work less than a full year. The employees who qualify for this additional vacation time, and the respective Department Director, shall receive a notice of the qualification in January immediately following the completion of the applicable calendar year. The time is immediately available upon notification and the use of this time follows the same guidelines as noted in Section 7.C of the Personnel Manual.
- 7.1.10 Employees who use all their accumulated sick leave and require more time off work due to illness or injury may submit a request to the City Manager for a leave of absence as specified by Section 7.I of the Personnel Manual.
- 7.2 Shared Leave – Employees shall be eligible for shared leave in accordance with the current Employer policy contained in Section 7.J. of the City of Des Moines Personnel Manual. The Employer reserves the right to change the Shared Leave policy, provided that the Union is offered the opportunity to comment and provide input prior to the change and the change is applied uniformly to all employees covered by Section 7.J.

- 7.3 Light Duty – Light duty may be provided per Section 4.L of the City of Des Moines Personnel Manual.
- 7.4 Bereavement – When a death occurs in an employee’s immediate family, the employee may take up to two (2) days of paid bereavement leave which is not counted against any other leave. In addition, the employee may use up to eight (8) hours of sick leave for bereavement leave for in-state deaths and up to twenty-four (24) hours of sick leave for out-of-state deaths. The timing of bereavement leave will be by mutual agreement between the employee and the Department Director, or designee. An employee is not paid for any days off if the employee would not otherwise have been entitled to compensation for that day. Bereavement leave pay shall be that amount the employee would have earned had the employee worked his or her regular work schedule during the leave. An employee may be granted a bereavement leave prior to completion of the trial period. "Immediate family" as used in this section is defined as an employee's spouse, spousal equivalent in a cohabitation relationship, parents, grandparents, children, adopted children, foster children, grandchildren, brothers, sisters, first cousins, nephews, nieces, aunts, or uncles, and/or corresponding in-laws and “step” relations. Additional paid bereavement leave using sick leave or other leaves may be approved by the City Manager on a case-by-case basis.

ARTICLE XIII VACATION AND HOLIDAY

- 8.1 Vacation – Each regular full-time employee shall accrue vacation leave at the following rates:

<u>Years of Employment</u>	<u>Vacation Hours Earned</u>
0-3 years	8 hours/month
4-6 years	10 hours/month
7-10 years	12 hours/month
11- 17 years	14 hours/month
18+ years	15 hours/month

- 8.1.1 Employees accrue one-half of their monthly vacation accrual at the end of the first pay period of the month and the second half at the end of the second pay period. Employees are eligible to use earned vacation leave after six (6) months of employment. The department director can waive the six-month waiting period. Regular part-time employees earn vacation leave on a pro-rated basis.
- 8.1.2 All vacation must be scheduled with and approved by the department director or designee. Vacations shall be scheduled at such times as the Employer finds most suitable after considering the wishes of the employee and the requirements of the department.
- 8.1.3 Employees are encouraged to use vacation in the year it is earned. The maximum vacation hours that any employee can carryover from one year to the next is 240 hours. Where City operations make it impractical for an employee to use his/her vacation time, the City Manager may authorize the employee to carryover more than

240 hours, provided that the employee submits a request to carryover more than 240 hours that includes an explanation of why he could not use all the hours over 240 in that year and details a plan to make sure he will not carryover more than the maximum the following year. This request must be endorsed by the department director.

- 8.1.4 Upon separation from employment, employees shall be paid for all accrued but unused vacation time on their final paycheck at their current straight-time rate. Employees who are retiring are encouraged to use unused vacation time prior to the effective date of their retirement. Retiring employees may be paid for that portion of unused vacation time that does not create a retirement financial liability or obligation for the City on their final paycheck.

- 8.2 Holidays – An employee is eligible for a paid holiday if he or she is on paid status during the work day before and after the holiday. Employees shall receive the following holidays off with eight (8) hours of compensation at their regular straight-time hourly rate of pay:

New Year's Day	January 1
Martin Luther King Jr.'s Birthday	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	Day after Thanksgiving
3.5 Hours Christmas Eve Afternoon*	December 24
Christmas Day	December 25
One Floating Holiday	As scheduled by employee and approved by supervisor

*Only when December 24 falls on a Monday, Tuesday, Wednesday, or Thursday.

- 8.2.1 The above holidays shall be observed on those dates set by State law. Any holiday falling on a Sunday shall be observed on the following Monday. Any holiday falling on a Saturday shall be observed on the preceding Friday.
- 8.2.2 If a holiday occurs while an employee is on vacation or sick leave, the holiday shall be utilized rather than charged against the employee's accrued vacation or sick leave.
- 8.2.3 Employees who work on a holiday may receive their eight (8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, schedule an alternate day off with eight (8) hours of pay.
- 8.2.4 In the event the observation of a holiday falls on an employee's regular day off, the employee may receive their eight (8) hours of holiday compensation on their next paycheck or, with their supervisor's approval, schedule an alternate day off with eight (8) hours of pay.

- 8.2.5 Employees are eligible to use their floating holiday after six (6) months of employment. The department director may waive this six-month waiting period. The annual floating holiday does not carryover from one year to the next. It must be used in the calendar year earned or is forfeited. The floating holiday is not compensated in any form upon separation of employment. The City Manager shall have the discretion to designate a particular day during the year as the floating holiday for all eligible employees. The City Manager may take an advisory ballot of all the eligible employees to determine for that year whether the employees wish to leave the floating holiday to individual discretion or to consolidate the floating holiday for one particular citywide day off.

ARTICLE IX GRIEVANCE PROCEDURE

- 9.1 Grievance Definition - A grievance is a complaint by a regular, full or part-time (non-trial period) employee or group of regular employees alleging a violation of a specific provision of this agreement. A complaint by an eligible employee regarding discipline that does not involve a loss of pay or monetary benefits may only be processed through step 3 of the grievance procedure herein.
- 9.2 Grievance Procedure Steps - A grievance shall be handled in the following manner:
- 9.2.1 Step 1 - The aggrieved employee or group of employees shall present the grievance orally to the immediate supervisor within five working days of its occurrence (or discovery of occurrence), not including the day of the occurrence. The supervisor shall give an oral reply within five working days of the date of presentation of the grievance, not including the date of the presentation. If the grievance is resolved at Step 1, the supervisor shall prepare a memorandum to the grievant(s) setting forth the terms of the resolution. A copy of this memorandum should be sent to the Department Director and Personnel Director at the time it is sent to the grievant(s).
- 9.2.2 Step 2 - If the grievance is not settled at Step 1 it shall be: (1) reduced to writing, stating the specific section of this agreement that was allegedly violated and describing the remedy, adjustment, or other corrective action sought; (2) dated; (3) signed by the aggrieved employee or group of employees; and (4) presented to the Department Director within five working days after the supervisor's oral reply is given, not including the day the answer is given. The Department Director shall reply in writing to the grievant(s) within five working days of the date of the presentation of the written grievance, not including the day of the presentation. If the grievance is resolved at Step 2, the Department Director shall prepare a memorandum to the grievant(s) setting forth the terms of this resolution. The Personnel Director should be provided with a copy of this memorandum at the time it is sent to the grievant(s).
- 9.2.3 Step 3 - If the grievance is not settled at Step 2, the written grievance shall be presented, along with all pertinent correspondence and information to the City Manager within five working days after the Department Director's response is given, with a copy going to the Department Director. The City Manager may meet with the

aggrieved employee or group of employees, the immediate supervisory personnel and the Department Director. The City Manager shall reply to the grievant(s) in writing within ten working days of the date of presentation of the written grievance, not including the day of presentation.

9.2.4 Step 4 - If the grievance is not resolved by the City Manager, the grievance may, within fifteen (15) calendar days, be referred to a mediator. The Union or the City Manager shall forward a request to the executive director of the Public Employment Relations Commission (PERC) to assign a mediator from his or her staff. Upon designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

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

9.2.5 Step 5 - Arbitration Procedure. If a grievance concerning a violation of a specific provision of this Agreement which shall not include any disciplinary action is not settled in accordance with the foregoing procedures, the Union or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendars days after completion of Step 3. If the request for arbitration is not filed by the Union staff representative or the Employer within thirty (30) calendar days, the Union or Employer waives its right to pursue the grievance through the arbitration procedure. The City and the Union shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators. Both the City representative and the Union representative shall have the right to strike four (4) names from the panel. The party striking the first name shall be determined by a flip of a coin. The other party shall then strike the next name and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place subject to the availability of the City and the Union representatives. The arbitrator shall have no right to amend,

modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Union, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

- 9.2.6 Step 5 - Arbitration Procedure (Discipline involving loss of pay or monetary benefits). If a grievance concerning discipline involving loss of pay or monetary benefits is not settled in accordance with the foregoing procedures, the Union or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or in the event mediation is bypassed, within thirty (30) calendar days after completion of Step 3. If the request for arbitration is not filed by the Union staff representative or the Employer within thirty (30) calendar days, the Union or Employer waives its right to pursue the grievance through the arbitration procedure. An arbitrator shall be selected by the City from the following permanent panel of three arbitrators:

- 1.
- 2.
- 3.

The panel of three arbitrators was determined by the Employer and Union representatives starting with a panel of eleven (11) professionally recognized arbitrators selected by the Employer and the Union. The Employer then deleted four names. The Union then deleted four names. The remaining three (3) arbitrators became the panel from which the Employer shall select an arbitrator if necessary during the term of the Agreement. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Union requesting that he/she set a time and place subject to the availability of the City and the Union representatives. The arbitrator's authority is limited to either accepting the position of the Employer or accepting the position of the Union. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

9.3 Special Provisions

- a. The cost of the arbitration shall be borne equally by the parties including the arbitrator's fees and expenses, room rental and cost of record.
- b. Each party shall bear the cost of the preparation and presentation of its own case, including but not limited to witness fees and attorney fees.

- c. The term "Employee" as used in this article shall mean an individual employee, a group of employees, and/or their Union representative.
- d. An aggrieved party shall be granted time off without loss of pay for the purpose of hearing on a grievance.
- e. A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.
- f. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.
- g. Any grievance shall be considered settled at the completion of any step if the Employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.
- h. Grievance claims involving retroactive compensation shall be limited to one hundred twenty (120) days prior to the written submission of the grievance.

9.4 Election of Remedies – It is specifically and expressly understood and agreed that taking a grievance appeal to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing employee, the Union, and all persons it represents to litigate or otherwise contest the appealed subject matter in any court or other available forum. Likewise, litigation or other contest of the subject matter of the grievance in any court or other available forum shall constitute an election of remedies and a waiver of the right to arbitrate the matter.

9.4.1 The Union, the appealing employee, and any other bargaining unit members do not have a right to bypass the arbitration provisions of this Agreement and resort to litigation or any other forum to appeal a grievance based on rights under this Agreement.

ARTICLE X EQUIPMENT, UNIFORMS, AND TRAINING

10.1 Equipment - The Employer shall provide each employee safety equipment and protective clothing as required by the Employer for the performance of all essential job functions.

10.2 Uniforms – The Employer shall provide each employee a sufficient number of uniforms. The Employer shall also provide laundering services for all uniform items. Following initial uniform issue, replacement of uniform items shall be based on need. The Employer shall have the sole and final authority to determine when items need replacement.

10.2.1 The Employer shall provide each employee with a boot allowance of up to \$130 to purchase work boots. The allowance shall increase to \$135 in the second year of this

agreement and \$140 in the third year of this agreement. Boots replacement shall be based on need, with the Employer having the sole and final authority to determine when replacement is needed. The boot allowance amount shall apply each time a pair of boots is replaced.

- 10.3 Training – The Employer shall compensate employees to attend employer required training. Employer required training shall be paid at the employee’s regular, straight-time hourly rate of pay unless otherwise required by the Fair Labor Standards Act. The Employer shall reimburse costs reasonably related to such training.
- 10.3.1 Reimbursement for training and other related expenses shall be in accordance with the Employer’s policy.
- 10.3.2 The Employer shall not be required to compensate an employee for time spent by the employee outside of regular working hours for acquisition or maintenance of certifications required by county, state, or federal law.

ARTICLE XI HEALTH, WELFARE, and RETIREMENT

- 11.1 Medical Insurance - The Employer shall provide medical insurance benefits and premium contributions for regular full-time employees and regular part-time employees whose positions are budgeted for thirty-two (32) or more hours per week identical to those offered to the City’s non-represented employees from the date of signing.
- 11.2 Dental Insurance - For regular full-time employees and regular part-time employees whose positions are budgeted for thirty-two (32) or more hours per week, the City shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage and dependent coverage under the Association of Washington Cities (AWC) Washington Dental Service Plan F.
- 11.3 Vision Insurance - For regular full-time employees and regular part-time employees whose positions are budgeted for thirty-two (32) or more hours per week, the City shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage and dependent coverage under the Association of Washington Cities (AWC) Vision Service Plan.
- 11.4 Long-term Disability (LTD), Term Life, Accidental Death and Dismemberment (AD&D), and Survivor’s Income Benefit (SIB) Insurance - As the City of Des Moines has withdrawn from the Social Security System, the Employer will provide a package of benefits that is intended to replicate the benefits that employees would be eligible for under Social Security. For regular full-time employees and regular part-time employees whose positions are budgeted for twenty-one (21) or more hours per week, the Employer shall pay each month one-hundred percent (100%) of the premium necessary for the purchase of employee coverage for LTD, Term Life, AD&D, and SIB coverage. The Employer will pay into the Social Security System for employees not eligible for these benefits.
- 11.5 Payment of Premiums - The Employer will pay premiums for the coverages described

in this Article for eligible employees if the employee is on paid status during the first ten (10) working days of the month.

- 11.6 The Employer reserves the right to select other insurance plans and carriers or to self-insure to provide the benefits outlined in Article 11, provided that the benefits are comparable with those currently offered.
- 11.7 Public Employees Retirement System (PERS) - The Employer and eligible employees shall contribute to the PERS system as required by State law.
- 11.8 Social Security - The City of Des Moines does not participate in the Social Security System. In lieu of the retirement benefit of Social Security, the City has a 401(a) Defined Contribution Plan through the International City/County Management Associations Retirement Corporation (ICMA-RC). For regular full-time employees and regular part-time employees whose positions are budgeted for twenty-one (21) or more hours per week, the Employer shall contribute an amount equal to five percent (5%) of base pay and employees shall contribute an amount equal to six and two-tenths percent (6.2%) of base pay. Vesting of the City's share of the 401(a) plan is as follows: after two years of service - 25%, after three years of service - 50%, after four years of service - 75%, and after five years of service - 100%.
- 11.9 The Employer shall pay into the Labor and Industries system as required by law for all employees covered by this agreement.

ARTICLE XII LABOR-MANAGEMENT CONFERENCE COMMITTEE

- 12.1 Labor-Management Conference Committee - The Employer and the Union shall establish a Joint Labor-Management Conference Committee which shall be comprised of participants from both the Employer and the Union. The function of the Committee shall be to meet periodically to discuss issues of general interest and/or concern, as opposed to individual complaints, for the purpose of establishing a harmonious working relationship between the employees, the Employer and the Union. It is not the purpose of the Committee to reopen collective bargaining negotiations or to change the terms of this Agreement. Either the Employer or the Union may request a meeting of the Committee. The party requesting the meeting shall do so in writing listing the issues they wish to discuss.

ARTICLE XII COMPENSATION

- 13.1 Base Wage - Effective the first pay period after approval, ratification and signing of the Agreement, the 2000 base wage schedule shall be increased 8.52% (Appendix A). In consideration of the base wage increase, the Employer shall simultaneously discontinue its practice of contributing 1.52% of the employee's wage into the employee's deferred compensation plan.
- 13.2 Signing Bonus - The signing bonus shall be calculated as follows:

- 3.4% times the employee's 2001 gross wage plus

- 3.5% times the employee's 2002 gross wage through the date of the ratification and signing of the Agreement.

The signing bonus shall be paid to the employees on the first paycheck following approval, ratification and signing of the Agreement.

- 13.3 For 2003, the base wage shall increase by an amount equal to 90% of the percentage change in the CPI-U for Seattle-Tacoma-Bremerton Area as measured for the twelve month period ending in June, 2002.
- 13.4 For 2004, the base wage shall increase by an amount equal to 90% of the percentage change in the CPI-U for Seattle-Tacoma-Bremerton Area as measured for the twelve month period ending in June, 2003.
- 13.5 Harbor Attendant Salary Reclassification – Effective the date of the Agreement's ratification and signing by both parties, the Harbor Attendant position shall be reclassified from a Range 14 to a Range 15, resulting in a 4% salary increase.

ARTICLE 14 PERFORMANCE OF DUTY

- 14.1 Employees shall perform their assigned duties to the best of their abilities. The Union and the Employer agree that there shall be no strikes, walk outs, slow downs, stoppages of work, "sick outs", or any interference with the efficient operation of the departments.

ARTICLE 15 SAVINGS

- 15.1 Should any provision of this Agreement be rendered invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation shall not invalidate the remaining portions of this Agreement, and the remaining portions shall remain in full force and effect.

ARTICLE 16 SAFETY

- 16.1 Safety – The Employer agrees to provide a work environment that complies with all applicable state and federal laws to insure worker safety.
- 16.2 Drug and Alcohol Testing – The parties have agreed to implement the Department of Transportation requirements for CDL drug and alcohol testing and the City's Drug and Alcohol Testing Policy and Procedures.

ARTICLE 17 EMPLOYEE RIGHTS

- 17.1 The Employer recognizes and agrees that employees covered by this Agreement are entitled to all rights and privileges accorded ordinary citizens under all applicable

provisions of the United States and State Constitutions as well as the rights and privileges granted by any and all applicable laws and this Agreement. If a meeting is called for disciplinary action, and employee may request a Union Representative to be present.

- 17.2 Employees shall have the right to review their personnel file on break time, lunchtime, or leave status, and request in writing amendments of any statements in their file. Any Employer's decision regarding a proposed amendment shall be in writing. If amendment is refused, the employee shall be entitled to have a rebuttal statement placed in the file. All performance evaluations shall be reviewed with the employee before being included in their personnel file. Employees shall sign the evaluation as evidence that it has been reviewed with them. An employee's signature does not necessarily indicate agreement.

ARTICLE 18 SUBCONTRACTING

- 18.1 The Employer will notify the Union thirty (30) days in advance of the implementation of the contracting out to public or private sector agencies, or assignment to other City personnel of bargaining unit work that would result in the termination or layoff of bargaining unit employees.

ARTICLE 19 COMPLETE AGREEMENT

- 19.1 All matters not specifically covered in this Agreement shall be deemed to have been raised and disposed of as if specifically covered herein. It is agreed that this document contains the full and complete agreement on all bargainable issues between the parties hereto and for all for whose benefit this Agreement is made, and no party shall be required during the term of this Agreement to negotiate or bargain upon any issue unless mutually agreed otherwise.
- 19.2 Any and all agreements, written and verbal, previously entered into between the parties hereto are mutually canceled and superseded by this Agreement.

ARTICLE 20 TERM OF AGREEMENT

- 20.1 This Agreement shall be effective first day of the month after the Agreement is ratified and signed by the parties and shall remain in full force and effect to and including the 31st day of December 2004.
- 20.2 Requests from the Union for changes in wages, hours and terms and conditions of employment shall be submitted to the Personnel Director no later than 120 calendar days before expiration of the current agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this _____ day of _____, 2002.

By _____
Anthony A. Piasecki, City Manager
City of Des Moines

By _____
Dave Reynolds, Secretary-Treasurer
Public, Professional & Office-Clerical Employees
And Drivers Local Union No. 763

Date _____

Date _____

AGREEMENT RESOLVING UNFAIR LABOR PRACTICE CHARGES

This Agreement Resolving Unfair Labor Practice Charges ("Agreement") is entered into by and between the City of Des Moines ("City") and Teamsters Union, Local 763 ("Union").

I. RECITALS

A. The City and the Union have been involved in negotiations for a collective bargaining agreement covering certain parks maintenance, public works maintenance and marina attendant employees since October 2000. During the course of those negotiations, the Union filed charges with the Public Employment Relations Commission ("PERC") alleging that the City had committed certain unfair labor practices. Those unfair labor practice complaints are designated Case No. 16121-U-01-4114 and Case No. 16246-U-02-4156.

B. The parties have now reached tentative agreement on the terms of the above-referenced collective bargaining agreement. As part of their agreement on the contract terms, the parties would also like to resolve the outstanding unfair labor practice charges currently pending before the PERC.

II. AGREEMENT

In consideration of the foregoing recitals, the parties agree as follows:

1. As partial consideration for the City's agreement to the terms of the collective bargaining agreement, the Union shall withdraw the pending unfair labor practice charges described above (Case No. 16121-U-01-4114 and Case No. 16246-U-02-4156) and cause them to be dismissed with prejudice. The Union will contact the PERC to withdraw these charges immediately following ratification of the collective bargaining agreement by the City Council and by the Union's membership.

2. Nothing in this Agreement shall be construed as an admission that the City has acted wrongfully toward the Union, its members, or any other person or entity.

IN WITNESS WHEREOF, the parties have executed this Agreement as their free and voluntary act on the dates set forth below.

FOR TEAMSTERS UNION, LOCAL 763

FOR THE CITY OF DES MOINES

By _____

By _____
Anthony A. Piasecki

Its _____

Its _____
City Manager

Date: _____

Date: _____

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Resolution adopting an Agreement
regarding wages, hours and working
with Des Moines Police Guild

ATTACHMENTS:
Draft Resolution No. 02-268

FOR AGENDA OF: December 5, 2002

DEPT. OF ORIGIN: City Manager's Office

DATE SUBMITTED: November 25, 2002

CLEARANCES:

[X] Legal

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

Purpose and Recommendation

The purpose of this report is to recommend that the City Council adopt Draft Resolution No. 02-268 approving the agreement regarding wages, hours and working conditions with Des Moines Police Guild.

Suggested Motions:

"I move to adopt Draft Resolution No. 02-268 adopting an agreement between the City of Des Moines and the Des Moines Police Guild for the period January 1, 2003 to December 31, 2004 and authorizing the City Manager to sign agreement substantially in the form as attached."

Background

The current collective bargaining agreement between the City of Des Moines and the Des Moines Police Guild expires on December 31, 2002. Staff has been negotiating with the Guild since late summer over a new agreement starting in January 2003.

Discussion

The attached agreement details the wages, hours and working conditions that staff negotiating on behalf of the City. The Guild has indicated that its membership has approved this agreement. The following are the changes to the current agreement that are included in the proposed agreement:

1. A wage increase in 2003 equal to 2.25% of base pay.
2. Grievance of discipline for disciplinary actions greater than suspensions of eight hours or more. (Currently 40 hours or more)
3. Short-term schedule changes – Thirty-day notice required, provided employer has advanced knowledge of the need for such change. (Currently 14 days)
4. Standby language – add the word “daily” as follows: “Standby at the request of an authorized court officer shall be confirmed and authorized daily through a City police supervisor.”
5. 2003 Sick Leave Cashout schedule – add that employees with 200 hours in their sick leave banks shall have 1 hour of their monthly 8 hours of sick leave accrual cashed into a Retiree Health Savings Plan (cost is approximately \$2,400/year). (Currently, employees with 300 hours in their banks have 2 hours cashed into a Retiree Health Savings Plan. This would continue.)
6. A wage increase in 2004 equal to 90% of the twelve-month Seattle CPI-U as measured in June 2003, with a minimum of 2.25% and a maximum of 5.5%

Alternatives

The City Council could decide not to approve the agreement as submitted. Staff would then return to the bargaining table to see if an alternate agreement could be negotiated.

Financial Impact

The only financial impact is that of the wage increase and the additional sick leave cashout. These increases have been provided for in the draft 2003 budget.

Recommendation

Staff recommends that the City Council adopt Draft Resolution No. 02-68 and authorize the City Manager to sign the agreement with the Des Moines Police Guild.

CITY MANAGER'S FIRST DRAFT 11/27/02

DRAFT RESOLUTION NO. 02-268

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, adopting an agreement between the City of Des Moines and the Des Moines Police Guild regarding wages, hours and working conditions for the period January 1, 2003 to December 31, 2004.

WHEREAS, certain employees of the Des Moines Police Department have organized into a bargaining unit know as the Des Moines Police Guild to bargain with the City over matters related to wages, hours and working conditions, and

WHEREAS, the City Manager has negotiated an agreement with the Guild regarding wages, hours and working conditions for the period January 1, 2003 to December 31, 2004, and

WHEREAS, the City Council has review the agreement and determined that it is in the best interests of the citizens of Des Moines for the City to enter into said agreement with the Guild; now therefore,

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

The City Manager is authorized to sign the agreement with the Guild substantially in the form as attached and by this reference incorporated in this resolution.

ADOPTED BY the City Council of the City of Des Moines this ____ day of _____, 2002 and signed in authentication thereof this ____ day of _____, 2002.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

AGREEMENT

By and Between

CITY OF DES MOINES, WASHINGTON

and

DES MOINES POLICE GUILD

~~January 1, 2001 – December 31, 2002~~
January 1, 2003 – December 31, 2004

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AGREEMENT BETWEEN CITY OF DES MOINES AND DES MOINES POLICE GUILD

ARTICLE 1. PURPOSE

The purpose of the Employer and Guild in entering into this agreement is to set forth their complete agreement with regard to wages, hours, and working conditions for the employees in the Bargaining Unit so as to promote the efficiency of law enforcement; public safety; morale and security of employees covered by this agreement; and harmonious relations, giving recognition to the rights and responsibilities of the Employer, the Guild and the employees.

ARTICLE 2. DEFINITIONS

Terms used in this agreement are defined as follows:

- A. "Employer" or "City" means the City of Des Moines, Washington.
- B. "Guild" means the Des Moines Police Guild.
- C. "Employee" means regular full time and regular part time commissioned officers, community service officers, and animal control officer(s) (in the Bargaining Unit as defined in subparagraph D). New positions shall be subject to negotiation for inclusion or exclusion in the bargaining unit.
- D. "Bargaining Unit" shall include all full time and regular part time commissioned officers, community service officers, and animal control officer(s), excepting the Chief of Police and Lieutenants.
- E. "Department" means the Des Moines Police Department.

ARTICLE 3. RECOGNITION

- A. The Employer recognizes the Guild as the exclusive bargaining representative on matters concerning wages, hours, and working conditions for the employees in the Bargaining Unit.
- B. It shall be a condition of employment that all full time employees of the Bargaining Unit covered by this agreement shall, within 30 days of their hire date or the effective date of this agreement, whichever is later, comply with the following provisions:
 - 1. Become members in good standing of the Guild and pay the dues and costs of Guild membership; or

2. Pay to the Guild each month a fair share of the cost of the collective bargaining process; contract administration; and representation on matters pertaining to wages, hours, and working conditions. It is stipulated that such a fair share is equal to 90% of the amount set as current Guild dues uniformly levied against all Guild members.
- C. Upon proper written authorization from an Employee, the Employer agrees to deduct from the wages of that employee a sum certified as Guild dues twice each month and forward the sum to the Guild, within seven (7) working days after the payroll withholding date.
- D. Objections by any Employee to joining the Guild which are based on bonafide religious tenets or teachings of a church or religious body of which such employee is a member, shall be honored as per RCW 41.56.122. Any such employee shall pay an amount of money equivalent to regular union dues and initiation fee to a non-religious charity, or to another charitable organization mutually agreed upon by the employee affected and the bargaining representative to which such public employee would otherwise pay the dues and initiation fee. The employee shall furnish the Guild with written proof that such payment has been made.
- E. The Guild agrees to defend, indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer by third parties as a result of any action taken or not taken by the Employer under the provisions of this article, pursuant to authorization by the Guild.
- F. The Guild agrees to refund to the City any amounts paid to it in error on account of the provisions of this article upon presentation of proper evidence.

ARTICLE 4. NON-DISCRIMINATION AND COMPLIANCE

The Employer and Guild will cooperate to ensure that no employee or applicant for employment is discriminated against by reason of membership or non-membership in the Guild. The Employer and Guild will also cooperate to assure compliance with non-discrimination laws. The parties agree that there shall be no unlawful discrimination and both shall comply with Federal, State and Local laws.

ARTICLE 5. EMPLOYER RIGHTS

The City of Des Moines and the Des Moines Police Department retain all rights granted by statute to operate and manage the function of the City and the

department, to control, direct, and schedule its operations and work force, and to make any and all decisions affecting such operation, whether or not specifically mentioned in this agreement and whether or not previously exercised, except as specifically limited by this agreement. Such prerogative shall include, but not be limited to the following items:

1. To direct and supervise all operations, functions and policies of the department and to modify such operations, functions and policies as they may affect employees in the Bargaining Unit.
2. To organize and reorganize the structure, work or reporting relationships within the department.
3. To determine the need for a reduction or an increase in the work force whether or not a vacancy exists for purposes of this agreement.
4. To contract or sub-contract for any work, goods or services; provided that any contract or sub-contract resulting in the lose of bargaining unit positions will be discussed with the guild at least 45 days in advance.
5. To discipline or discharge for just cause.
6. To determine the promotional opportunities and need for and qualifications of employees, transfers and promotions in a manner consistent with State law, Civil Service rules, or other specific provisions of this Agreement.
7. To determine job descriptions and job content.
8. To implement new, and to revise or discard old methods, procedures, materials, equipment, facilities and standards.
9. To assign work and equipment, schedule employees, and establish and change work schedules so long as the schedules and changes are not inconsistent with the scheduling provisions of Article 7.
10. To determine the City budget and financial policies.
11. To establish and administer a personnel system which provides for all types of personnel transactions, including determining the procedures and standards for hiring, promotion, transfer, assignment, layoff, discipline, retention, and classification of positions in a manner consistent with State law, Civil Service rules, or other specific provisions of this Agreement.

12. To establish reasonable work and productivity standards and from time to time to change those standards.
13. Select and determine the number of employees, including the number assigned any particular work; and increase or decrease that number.
14. Determine the necessity for, and schedule when overtime shall be worked.
15. The right to use volunteers for the Des Moines Reserve program or programs to supplement regular work shifts. Reserves may be utilized to maintain minimum staffing levels once an attempt has been made to contact full time officers.
16. To make, establish, and enforce safety rules, operational policies and procedures, and rules of conduct for the department.
17. To inspect locker or other spaces assigned to Employees, except as restricted by Article 14.F., and provided notice is granted to the Employee.

The exercise of any management prerogative, function or right which is not specifically modified by this agreement is not subject to any grievance procedure or to bargaining during the term of this agreement, except where such exercise is in violation of the terms of this agreement.

ARTICLE 6. COMMUNICATION

In order to facilitate continued good communications between the Guild and the Employer, the Employer and the Guild shall meet once a month or more often if needed, to raise issues that require discussion between and input from both parties. An annual calendar of these meetings will be established before January 15th of each year this Agreement is in effect.

ARTICLE 7. PERFORMANCE OF DUTY

Employees shall perform their assigned duties to the best of their ability. The Guild and the Employer agree that there shall be no strikes, walk outs, slow downs, stoppages of work, "sick outs", or any interference with the efficient operation of the department.

ARTICLE 8. HOURS OF WORK AND OVERTIME

- A. **Patrol.** Patrol schedule shall consist of an 8 day work week, consisting of 4 consecutive days of work and 4 consecutive days off. The workday will be 12 hours in duration. Each employee assigned to a 12 hour shift will receive 55 hours of Kelly time on January 1, to be used by June 30, and an additional 55 hours of Kelly time on July 1, to be used by December 31. Unused Kelly time will not carry over from one six month period to another. Kelly time hours used will be considered hours worked. In the event an employee uses all the Kelly time for a six month period and employment with the City is terminated prior to the end of the fifth month of the six month period, the employee will reimburse the City eleven (11) hours of pay per month for each month prior to the fifth month that employment is terminated. Such amounts to be paid to the City out of the employee's final pay check.
- B. **Detectives.** Detective schedule shall consist of a 7 day workweek, consisting of 4 consecutive days of work and 3 consecutive days off. The shift will be 10 hours in duration.
- C. **Community Service Officers.** Community Service Officer schedule shall consist of a 7 day work week, consisting either of 4 consecutive days of work and 3 consecutive days off at 10 hours per day; or 5 consecutive days of work and 2 consecutive days off at 8 hours per day. When assigned to a patrol team on a permanent basis, the workday shall consist of an 8 day work week, consisting of 4 consecutive days of work and 4 consecutive days off. The workday will be 12 hours in duration. Each employee assigned to a 12 hour shift will receive 55 hours of Kelly time on January 1, to be used by June 30, and an additional 55 hours of Kelly time on July 1, to be used by December 31. Unused Kelly time will not carry over from one six month period to another. Kelly time hours used will be considered hours worked. In the event an employee uses all the Kelly time for a six month period and employment with the City is terminated prior to the end of the fifth month of the six month period, the employee will reimburse the City eleven (11) hours of pay per month for each month prior to the fifth month that employment is terminated. Such amounts to be paid to the City out of the employee's final pay check.
- D. **Animal Control Officer.** Animal Control schedule shall consist of a 7 day workweek, consisting of 5 consecutive workdays and 2 consecutive days off. The work shift will be 8 hours in duration.
- E. **Traffic Safety Unit.** The schedule for Police Officers assigned to the Traffic Safety Unit shall consist of a 7 day work week, consisting either of 4 consecutive days of work and 3 consecutive days off at 10 hours per day; or 5 consecutive days of work and 2 consecutive days off at 8 hours

per day. If assigned to an 8 day work week, consisting of 4 consecutive days of work and 4 consecutive days off, the workday will be 12 hours in duration. Each employee assigned to a 12 hour shift will receive 55 hours of Kelly time on January 1, to be used by June 30, and an additional 55 hours of Kelly time on July 1, to be used by December 31. Unused Kelly time will not carry over from one six month period to another. Kelly time hours used will be considered hours worked. In the event an employee uses all the Kelly time for a six month period and employment with the City is terminated prior to the end of the fifth month of the six month period, the employee will reimburse the City eleven (11) hours of pay per month for each month prior to the fifth month that employment is terminated. Such amounts to be paid to the City out of the employee's final pay check.

- F. **Employer Scheduling Right.** The Employer reserves the right to schedule individual hours of work, shift assignments, days off, and to schedule overtime. The Employer will make a reasonable effort to notify Employees of such changes ~~fourteen (14)~~ thirty (30) days in advance of the change, provided the Employer has advance knowledge of the need for a change in schedule. The Employer may change regular long term schedules and work weeks listed at in A, B, C, and D above, provided employees are notified three months in advance of the schedule change. The Employer agrees to meet and discuss such changes with the Guild, and the three month notification requirement may be waived by mutual agreement.
- G. **New Positions.** The Employer retains the right to schedule any new positions or assignments created within the police department, as needed to meet the needs of the community. The Employer will follow the scheduling provisions of this article as well as consult with and seek input from the Guild on scheduling of new positions.
- H. **Overtime.** All overtime will be paid at a rate of one and one half (1-1/2) times the employees normal hourly rate. Overtime will be paid for any time worked in excess of the employees scheduled workday or scheduled workweek. Scheduled overtime will be offered first on a voluntary basis. Overtime will be calculated in 15 minute increments.
- I. **Emergency Call Back.** In the event an employee is called back to work in an emergency, more than one hour before or one-half hour after normal duty hours, the employee will be compensated at the employee's overtime rate with a three hour minimum. If the work time continues into normal duty hours, the employee's regular rate shall be paid for the hours worked after the three hour minimum.

- J. **Court.** When a court appearance falls outside the normal duty hours, the employee will be paid at the overtime rate with a three (3) hour minimum. A court appearance is any appearance directed by a subpoena or court related conference requested by the prosecutor or judge.
- K. **Standby Status.** Employees may be placed on "Standby" status when it is anticipated that they may be called back to duty. Such status requires that the Employee be available to respond by telephone within 15 minutes and to return to the station within 45 minutes. When placed on standby status, employees will remain near a telephone (unless equipped with a pager, in which case the employee shall remain within paging distance) and will leave a number where they can be reached. Employees placed on standby by the City shall be paid at \$10.00 per hour. Standby at the request of an authorized court officer shall be confirmed and authorized daily through a City police supervisor. Standby duty shall not be counted as hours worked for the purposes of computing overtime or eligibility to receive fringe benefits. If the Employee is called back to work while on standby status, standby pay will cease.
- L. **Training or Mandatory Meetings.** Any training or mandatory meetings which fall outside of the employees normal work schedule will be compensated at the employees over time rate with a three (3) hour minimum. However, the three hour minimum shall not apply to training sessions or mandatory meetings held less than one-half hour before or after normal duty hours. This would pertain to short training sessions or meetings which are less than one (1) day in duration. Any training session which falls into the normal work day and is less than twelve (12) hours in duration will show as actual hours of training. If the employee chooses not to return to work for the remaining hours of the shift, Kelly, vacation, or Holiday hours may be used to fulfill the remaining required 12 hours of the shift. If the training sessions fall on the employee's day off the employee will be compensated at the employee's overtime rate. If a training session of one (1) day or more falls on the employee's day off, the immediate supervisor may reschedule the employee so that the training session shows as the employee's day worked. If the training day is in addition to the employee's work week the employee will be compensated at the employee's normal overtime rate. If the training day is in place of the employee's work day the employee will receive straight time.
- M. **Working out of Classification.** Employees temporarily assigned to work at a supervisory classification for one full shift or more shall be paid an additional 5% of base pay or the first step in the supervisory classification, which ever is higher, for the hours worked at the higher classification.

ARTICLE 9. VACATION

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

<u>Years of Service</u>	<u>Monthly Accrual</u>	<u>Annual Carryover</u>
0 - 3 years	8 hours per month	240 hours
4 - 6 years	10 hours per month	255 hours
7-10 years	12 hours per month	270 hours
11-15 years	14 hours per month	285 hours
16-20 years	15 hours per month	300 hours
21+ years	16 hours per month	315 hours

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

ARTICLE 10. LEAVES

- A. **Sick Leave.** All full time employees shall accrue sick leave benefits at the rate of eight (8) hours for each calendar month of continuous employment. Regular part time employees shall accrue sick leave on a pro rata basis according to hours worked. Accrued sick leave hours shall be carried over from year to year. Employees shall not earn sick leave benefits during a suspension without pay or a leave without pay. Employees will continue to earn sick leave while on paid sick leave, vacation leave, holiday leave and/or Kelly time leave. Sick leave hours used are to be considered hours worked for calculation of overtime, provided that:
1. Employees who are pre-scheduled to work overtime and utilize sick leave in the same workweek prior to working the overtime shall be removed from the overtime schedule and the overtime shall be offered to all eligible employees using the current process for scheduling overtime. If no other employee is able to work the overtime and the need for overtime work still exists, the employee originally scheduled may work the overtime at the overtime rate.
 2. Employees who utilize sick leave in a work week and are not scheduled to work overtime at the time the sick leave is used may subsequently work extra hours and be paid at the overtime rate.
- B. All sick leave used in conjunction with an L & I injury shall be counted as hours worked for calculation of overtime.

- C. LEOFF I employees may accumulate a maximum of 180 days of sick leave. Disability provisions for LEOFF I employees shall be as set forth in RCW 41.26.
- D. LEOFF II employees shall have no maximum accrual of sick leave hours.
- E. Sick leave may be utilized according to the rules contained in the City of Des Moines Personnel Manual.
- F. Employees covered by this Agreement shall have ~~two (2)~~ one (1) hours of their monthly sick leave accrual of eight hours (8) cashed and deposited into ~~a Voluntary Employee Benefits Association (VEBA) account or similar instrument~~ the Retiree Health Savings Plan administered by ICMA-RC in each month that their sick leave balance is over ~~three~~ two hundred (~~3200~~) hours. Employees whose sick leave balance is over three hundred (300) hours shall have two (2) hours of their monthly sick leave accrual of eight (8) hours cashed and deposited into the Retiree Health Savings Plan administered by ICMA-RC.
- G. **Other Leaves.** Medical, maternity, paternity, Family Medical Leave, military reserve training, and other leaves shall be as specified in the City of Des Moines Personnel Manual.

ARTICLE 11. HOLIDAYS

The following holidays will be recognized and observed as paid holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the Friday following Thanksgiving, Christmas Day, three (3) and one half hours of Christmas Eve, and one floating holiday.

Members of the Guild shall receive a bank of ninety-one and one-half (91.5) hours of leave time on January 1 of each year in compensation for the eleven (11) holidays. Such leave time to be administered as Kelly time, and considered as hours worked for calculation of overtime. The employees may take the holidays off as approved by the immediate supervisor. Employees may cash in forty-eight (48) hours of holiday pay at the end of November to be paid on the first payday in December. Employees must use the additional forty-three and one half (43.5) hours by the end of the calendar year in which the holidays are credited.

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

ARTICLE 12. CLOTHING AND EQUIPMENT

- A. The Employer agrees to provide all clothing and equipment which an employee is authorized to wear and authorized to purchase by the Chief of Police.
- B. The Employer agrees to provide necessary cleaning of all such clothing and equipment.
- C. The Employer agrees to replace or repair clothing and equipment which is damaged in the line of duty including "fair wear and tear".
- D. Detectives shall be granted a clothing allowance of ~~\$520 per year in 2001 and \$540 per year in 2002~~ and a cleaning allowance of ~~\$340 annually in 2001 and \$355 annually in 2002~~

ARTICLE 13. GUILD ACTIVITIES

- A. Employees shall be granted use of City meeting space and release time from duty for a maximum of one (1) hour per month for Guild meetings. However, the Chief of Police may require an appropriate number of officers remain on patrol during the meeting at his discretion. On duty members must remain in ready status and respond to any calls for service. Time granted for such meetings shall not be cumulative.
- B. Not more than three (3) members of the Guild's negotiating team shall be permitted to attend negotiation meetings with City representatives without loss of pay, to the extent that such meetings are scheduled during the working hours of the members so attending and do not affect the City's ability to respond to calls.
- C. Designated members of the Guild shall be granted release time (subject to subsection B above) for all mutual agreed meetings between the City and the Guild, when such meetings take place at a time during which such members are scheduled to be on duty. Meetings scheduled with City representatives during off duty hours are not considered compensated time.
- D. The City shall allow Guild representatives a reasonable amount of time while on duty to process grievances. The immediate supervisor of the Guild representative must authorize the activity. The City will allow Guild material to be distributed to members by use of City employee mailboxes.
- E. The City shall provide space on existing bulletin board(s) for the Guild to post notices of meetings, elections and other items of interest to Guild

members. These materials may not be inflammatory or personal in nature or be derogatory about the City.

- F. The Guild may utilize City copy machines, faxes, telephones and other equipment provided reimbursement is made to the City in accord with Department of Finance guidelines.

ARTICLE 14. COLLECTIVE BARGAINING

Collective bargaining between the parties shall be carried out by the City Manager and/or his designates, on behalf of the City Council, and a person or persons representing the Guild.

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

Upon the settlement of the Collective Bargaining Agreement, the City will make a copy of the agreement for each member affected by the agreement and forward the copies to the Guild for disbursement to the members.

ARTICLE 15. EMPLOYEE BILL OF RIGHTS

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

- A. All interrogations shall be at a reasonable hour; the Employee under investigation shall be informed of the nature of the investigation and the person in charge of the investigation, and will be allowed to bring an attorney or Guild Representative to represent him/her in the matter when the investigation may involve criminal charges and/or termination of the Employee.
- B. The length of time of the interrogation shall be reasonable, and the Employee being interrogated shall have the right to attend to his/her own personal physical necessities;
- C. If the investigation may lead to criminal charges, the Employee must be informed of his/her constitutional rights;
- D. Disciplinary actions may include, but not limited to, the following: verbal warning, written reprimand or written letters of warning, loss of accrued vacation days, suspension, demotion, or discharge. Discipline shall

generally be progressive in nature except where the offense warrants higher levels of discipline as determined by the Chief of Police.

- E. No Employee shall be required to take a polygraph test and no adverse comment may be included in his/her personnel file or disciplinary hearing for his/her failure to take such polygraph test; (RCW 49.44.120)
- F. Locker or other space assigned to an employee is considered public property and may be inspected without consent, provided the Employee has a right to be present.
- G. The Employee shall not be subjected to profane language, nor shall the Employee be threatened with dismissal or other disciplinary punishment as a guise to obtain the resignation of the Employee. The Chief of Police will endeavor to impose discipline in a manner that is least likely to embarrass the employee.
- H. Psychological or Medical Evaluations.

When there is reasonable suspicion to believe that an employee is psychologically and/or medically unfit to perform his/her duties, the Employer may require the Employee to undergo a psychological and/or medical examination. Any relevant medical history of the Employee which the examining doctor requests shall be released by the Employee only to the examining doctor. The doctor will issue a written report to the City and the Employee. If the doctor believes the Employee is fit for duty but needs modified work conditions, the doctor will indicate what modifications are recommended and the extent or duration projected of the modification. The doctor will keep all information made available to him confidential and not release it to any of the parties except the Employee and the Employer.

As used in the above paragraph, "doctor" refers to a physician, psychologist or psychiatrist.

- I. Employees may request removal of certain documents pertaining to disciplinary actions from their official City personnel files. Employees must direct such requests in writing to the Chief of Police, and may only request removal of documents pertaining to suspensions of less than forty (40) hours, written reprimands, and memos of concern, provided that the disciplinary action occurred at least five (5) years previous to the request and same or similar incidents have not occurred for at least five (5) years from the request. If the request meets the above criteria, the Chief shall have the documents removed from the requesting employee's official City personnel file.

ARTICLE 16. GRIEVANCE PROCEDURE

Section 1. Intent

It is the desire of the City, its management, Guild and its members to resolve grievances that may arise during the term of this Agreement informally and at the lowest level possible. A "grievance" means a claim or dispute by an employee (or the Guild in the case of Guild rights) with respect to the interpretation or application of an express provision of this agreement. Except as provided in Section 4 of this Article, disciplinary actions are not subject to the grievance procedure beyond Step 2. Any step in the grievance process may be skipped upon mutual written agreement of both the Guild and the City.

Section 2. Procedure

- Step 1. An Employee must present a grievance in writing within twenty-one (21) calendar days of its alleged occurrence to the Employee's supervisor who shall attempt to resolve it and respond in writing within seven (7) calendar days after it is presented. If the grievance is not pursued to the next level within fourteen calendar days in writing from the date of the written response from the Employee's supervisor, it shall be presumed resolved.
- Step 2. If the Employee is not satisfied with the solution by the immediate supervisor, the grievance, in writing, may be presented within fourteen calendar days of the supervisor's response to the Department Director by a Guild representative. The written grievance shall include a statement of the issue, a chronological listing of the pertinent events that took place, the section of the Agreement violated and the remedy sought. Such information shall be submitted on an official grievance form, which shall be provided by the Guild. The Department Director shall attempt to resolve the grievance and respond in writing within fourteen (14) calendar days after it has been presented.
- Step 3. If the Employee and/or the Guild is not satisfied with the solution by the Department Director, the grievance may be presented within fourteen (14) calendar days to the City Manager. The City Manager shall attempt to resolve and respond in writing to the grievance within seven (7) calendar days after it is presented.
- Step 4. If the grievance is not resolved by the City Manager, the grievance may, within fifteen (15) calendar days, be referred to a mediator. The Guild or the City Manager shall forward a request to the executive director of the Public Employment Relations Commission (PERC) to assign a mediator from his or her staff. Upon

designation of the mediator, the parties will make every attempt to schedule a date for mediation within fifteen (15) days.

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

Step 5. Arbitration Procedure. If the grievance is not settled in accordance with the foregoing procedures, the Guild or Employer may refer the grievance to arbitration within thirty (30) calendar days after the completion of mediation or if the event mediation is bypassed, within thirty (30) calendar days after completion of Step 3. If the request for arbitration is not filed by the Guild staff representative or the Employer within thirty (30) calendar days, the Guild or Employer waives its right to pursue the grievance through the arbitration procedure. The City and the Guild shall attempt to select a sole arbitrator by mutual agreement. In the event the parties are unable to agree upon an arbitrator, either party may request the Public Employment Relations Commission (PERC) to submit a panel of nine (9) arbitrators. Both the City representative and the Guild representative shall have the right to strike four (4) names from the panel. The party striking the first name shall be determined by a flip of a coin. The other party shall then strike the next name and so on. The remaining person shall be the arbitrator. The arbitrator shall be notified of his/her selection by a joint letter from the Employer and the Guild requesting that he/she set a time and place subject to the availability of the City and the Guild representatives. The arbitrator shall have no right to amend,

modify, ignore, add to, or subtract from the provisions of this agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing by the City and the Guild, and shall have no authority to make a decision on any other issue not submitted to him/her. The arbitrator shall submit his/her decision in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his/her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. Each party shall be responsible for compensating its own representatives and witnesses.

Section 3. Special Provisions

- A. The cost of the arbitration shall be borne equally by the parties including the arbitrator's fees and expenses, room rental and cost of record.
- B. Each party shall bear the cost of the preparation and presentation of its own case.
- C. The term "Employee" as used in this article shall mean an individual employee, a group of employees, and/or their Guild representative.
- D. An aggrieved party shall be granted time off without loss of pay for the purpose of hearing on a grievance.
- E. A grievance may be entertained in, or advanced to, any step in the grievance procedure if the parties so jointly agree.
- F. The time limits within which action must be taken or a decision made as specified in this procedure may be extended by mutual written consent of the parties involved. A statement of the duration of such extension of time must be signed by both parties.
- G. Any grievance shall be considered settled at the completion of any step if the Employee is satisfied or deemed withdrawn if the matter is not appealed within the prescribed period of time.
- H. Grievance claims involving retroactive compensation shall be limited to one hundred twenty (120) days prior to the written submission of the grievance.

Section 4. Discipline

Disciplinary actions at a level equal to or greater than a suspension for 40 8 (eight) work hours, demotions, and terminations may be processed through the grievance procedure established under this Article, provided that, in no event shall this Agreement alter or interfere with disciplinary procedures followed by the City or provided for by Department Policy, City Ordinance or other applicable law.

An employee covered by this Agreement must--upon initiating objections relating to disciplinary action at a level equal to a suspension of 40 8 (eight) work hours or more, demotion or termination--use either the grievance procedure established under this Agreement or pertinent Civil Service procedures regarding disciplinary appeals. Should the employee attempt to adjudicate their objections(s) relating to a disciplinary action through both the grievance procedure and the Civil Service Commission, the grievance shall be considered withdrawn upon first notice that an appeal has been filed with the Civil Service Commission.

The time period for filing a grievance regarding disciplinary action that is subject to appeal under this Agreement, as well as the standard of review, shall be the same as that provided in a disciplinary appeal that may be filed with the Civil Service Commission. A grievance regarding disciplinary action may only be filed by a signatory of this Agreement. Grievances regarding discipline shall proceed through steps 1 through 3, as appropriate, of the grievance process. In the event the grievance is not resolved at one of the first three steps, the Guild and the City agree that step 4, Mediation, shall be skipped and the grievance shall proceed per the provisions of step 5, Arbitration.

ARTICLE 17. INSURANCE PROTECTION

The City shall indemnify and defend any police officer against any claim or suit, where such claim or suit arose because such Employee exercised his/her lawful authority as a Des Moines Police Officer. The City shall pay, on behalf of any Employee in the Bargaining Unit, any sums which the Employee shall be legally obligated to pay as a result of that Employee's reasonable and lawful activities and exercise of authority within the scope of his/her lawful duties and responsibilities as a Des Moines Police Officer.

This protection shall also apply for any claims or suits arising from an employee's authorized off duty employment within the city limits of Des Moines; provided such claim or suit results from the employee's reasonable and lawful activities and exercise of authority within the scope of his/her duties and responsibilities as a Des Moines Police Officer. This shall not preclude the City from recovering losses, to the extent coverage is otherwise provided by the off duty Employer or his insurer.

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

ARTICLE 18. OFF DUTY EMPLOYMENT

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

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

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

ARTICLE 19. ENTIRE AGREEMENT

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

ARTICLE 20. SAVINGS CLAUSE

If any provision of the agreement shall be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement shall not be held invalid and will remain in full force and effect.

ARTICLE 21. BENEFIT PLANS

A. Medical, Dental, and Vision: Regular full-time employees or regular part-time employees budgeted for thirty-two (32) or more hours per week shall be eligible to participate in the City's health insurance plans. Regular full-time and regular part-time employees budgeted for twenty-one (21) or more hours per week shall be eligible to participate in the City's dental and vision plans. Insurance premiums to provide eligible employees and their dependents medical, dental, and vision benefits shall be paid in full by the City for the plans listed below, subject to the provisions of Article 22.B., at the rates specified by the carrier:

1. Regence Blue Shield/Regence Northwest Health - AWC Plan A
2. AWC Group Health of Puget Sound Co-pay Plan I; and No Co-pay for Leoff I only.
3. AWC - Washington Dental Service Plan F.
4. AWC - Vision Service Plan, Full Family \$25 Deductible

B. The City reserves the right to select other insurance plans and carriers or to self-insure to provide the benefits outlined in Article 22.A., provided that the benefits are comparable with those currently offered.

C. 401 Plan and Fortis

In lieu of Social Security, all Employees are covered under a qualified 401 retirement plan administered by ICMA-RC. The City will continue to contribute an amount equal to 6.52% of the employee's wage, while the employee contributes an amount equivalent to the current employee Social Security deduction rate. To qualify for this program Employees must be full-time or regular part-time and work a minimum of 21 hours per week.

In lieu of Social Security disability and survivor benefits, the City covers all regular full-time Employees and regular part-time employees budgeted for twenty-one (21) or more hours per week under the Fortis Long Term Disability (LTD) and Survivors Income Benefit (SIB) Plans. The City will continue to pay 100% of premiums for the SIB program and employees shall pay on-hundred percent (100%) of the premium for the LTD through payroll deduction on a post tax basis.

ARTICLE 22. COMPENSATION

- A. For 20043, base wages shall increase by 3.422.25%.
- B. For 20024, base wages shall increase by an amount equal to 90% of the CPI-U for Seattle as measured for the twelve month period ending in June 20043, with a minimum of 2.25% and a maximum of 4.55.5%.
- C. Field Training Officers' incentive pay will be 3% for Phase II and 2% for Phase III. Any Field Training Officer simultaneously responsible for more than one active assigned trainee will receive 4%. To qualify for the incentive pay, a training officer must have an active assigned trainee(s) a minimum of 24 hours per qualifying pay period. The Employer will not unreasonably create or alter work schedules for the purpose of preventing a Field Training Officer from attaining the 24 hours in a single pay period. The Guild and its members will not unreasonably seek to alter or modify work schedules or assignments for the purpose of increasing the number of Field Training Officers who will attain the 24 hours in a single pay period.
- D. Educational Incentives
 - 1. Educational incentive pay will be paid to Employees with a qualifying AA or AS degree equal to 2.5% base pay, 4% for a BA or BS degree, and 5% for an MA, MS, or MPA. Qualifying degrees are Criminal Justice and Public Administration. Employees currently earning educational incentives for degrees other than Criminal Justice and Public Administration will continue to receive such pay and the increases itemized in this Agreement.

ARTICLE 23. TERM OF AGREEMENT

This Agreement shall become effective on the ~~date of mutual execution, with the exception of increases in wages and benefits noted in Articles 8, 9, 10, 12, and 22 which shall be effective retroactive to January 1, 2004~~3. This agreement shall remain in full force and effect through December 31, 20024.

Approved this _____ day of _____, 20042

Robert L. Olander, City Manager
Anthony A. Piasecki, City Manager
City of Des Moines

Robert Tschida, President
Des Moines Police Guild

APPENDIX A

City of Des Moines Police Guild Pay Schedule 20043

<u>Range</u>	<u>Position</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>
16	Animal Control Officer	2813	2954	3102	3257	3420
	Community Service Officer	<u>2980</u>	<u>3129</u>	<u>3285</u>	<u>3449</u>	<u>3621</u>
17	Master Community Service Officer			3226	3387	3556
				<u>3417</u>	<u>3588</u>	<u>3767</u>
18	Police Officer - Recruit (Phases 1 and 2)	3042				
		<u>3223</u>				
20	Police Officer I	3290	3455	3628		
		<u>3486</u>	<u>3660</u>	<u>3843</u>		
22	Police Officer II			4082	4286	4500
				<u>4324</u>	<u>4540</u>	<u>4767</u>
25	Master Officer			4593	4823	5064
				<u>4864</u>	<u>5107</u>	<u>5362</u>
28	Sergeant	4686	4920	5166	5424	5695
		<u>4963</u>	<u>5211</u>	<u>5472</u>	<u>5746</u>	<u>6033</u>
29	Master Sergeant			5373	5642	5924
				<u>5691</u>	<u>5976</u>	<u>6275</u>

1. Progression through the steps requires one year satisfactory performance in each step, with the exception that a Police Officer Recruit shall progress to Range 20A after successful completion of training phases 1 and 2, and may progress to 20B after one year satisfactory performance at that step. If an Employee's satisfactory annual evaluation and respective step increase is delayed through no fault of the Employee, the Employer shall pay the Employee interest on the delayed pay increase amount at an interest rate of 12% per annum.
2. Pay range P20C is for lateral entry officers only. Officers who start below P20C move to P22C from P20B after one year satisfactory performance. Officers who start at P20C move to P22D after one year satisfactory performance.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Adoption of the Year 2003 Budget

FOR AGENDA OF: December 5, 2002

ATTACHMENTS:

Draft Ordinance No. 02-246
Appendix A

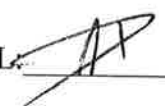
DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 27, 2002

CLEARANCES:

[] pl

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

Adoption of Draft Ordinance No. 02-246 for the Year 2003 Budget if the Council so chooses.

Suggested motion:

"To move to adopt Draft Ordinance No. 02-246 for the Year 2003 Budget.

Background

The budget has been discussed over the last several months. At the December 5th Council meeting, Council will provide final policy direction. The Year 2003 budget is summarized in Appendix A.

Alternatives

None.

Recommendation

It is recommended that the City Council move to adopt Draft Ordinance No. 02-246.

Concurrence

None.

CITY ATTORNEY'S FIRST DRAFT, 11/05/02

DRAFT ORDINANCE NO. 02-246

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON adopting the final budget for the City of Des Moines, Washington, for the fiscal year ending December 31, 2003, in summary form, ratifying and confirming revenues and expenditures previously implemented for fiscal year 2002, as such revenues and expenditures form the basis for development of the budget for fiscal year 2003, approving revenues and expenditures for fiscal year 2003, and temporarily suspending the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2003 budget might be inconsistent.

WHEREAS, the City Manager for the City of Des Moines has prepared and submitted a preliminary budget for the fiscal year ending December 31, 2003 to the City Council and has filed this budget with the Finance Director, and

WHEREAS, the City Council finds that the City Manager's proposed budget for fiscal year 2003 reflects revenues and expenditures that are intended to ensure provision of vital municipal services at acceptable levels, and

WHEREAS, the City Council finds that the City Manager's proposed budget for fiscal year 2003 appropriately relies upon anticipated year-end balances derived from revenues and expenditures previously approved and authorized by the City Council as part of the City's budget for fiscal year 2002, and

WHEREAS, the City Council finds that the fund adjustments and transfers proposed by the City Manager for fiscal year 2003 are necessary and in the public's interest, and

WHEREAS, by motion regularly passed, the Des Moines City Council scheduled a public hearing for November 14, 2002, to take public comment with respect to the proposed 2003 budget, and

WHEREAS, notice of the public hearing was given to the public in accordance with law and a public hearing was held on the 14th day of November, 2002, and all persons wishing to be heard were heard; now therefore,

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

Sec. 1. The findings set forth in the preamble to this ordinance are hereby adopted and incorporated by reference.

Sec. 2. Based on the findings adopted herein, the City Council temporarily suspends the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2003 budget might be inconsistent.

Sec. 3. The fund adjustments and transfers proposed by the City Manager for fiscal year 2003, which are incorporated in the preliminary budget for fiscal year 2003, are hereby authorized and approved by the City Council.

Sec. 4. Because the City's budget for fiscal year 2003 relies upon anticipated year-end fund balances or shortages derived from revenues collected and expenditures incurred in fiscal year 2002, the City Council hereby ratifies and confirms all revenues, from whatever source derived, and expenditures incurred by the City to the extent such revenues and expenditures are in accordance with the City's budget for fiscal year 2002 or any subsequent budget amendments formally approved by the City Council.

Sec. 5. The City Council hereby adopts, affirms and approves any and all revenues, from whatever source derived, and expenditures as referenced in the attached budget for fiscal year 2003.

Sec. 6. The final budget for the City of Des Moines' fiscal year 2003 is hereby adopted and approved in summary form as set forth in the attached Appendix "A", which is by this reference incorporated herein.

Sec 7. 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 effect the validity of the remaining portions of this ordinance.

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

Ordinance No. _____
Page 3 of _____

Sec 8. Effective date. This ordinance shall take effect and be in full force (5) five days after its passage, approval and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines this 14th day of November, 2002 and signed in authentication thereof this 14th day of November, 2002.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

ORDINANCE NO. 02-246
APPENDIX A

2003 BUDGET

	Expenditure	Ending Fund Balance	Total	Revenue	Beginning Fund Balance	Total
001 General Fund	12,438,908	1,090,293	13,529,201	13,235,918	293,283	13,529,201
101 Street Fund	815,297	404,691	1,219,988	818,000	401,988	1,219,988
102 Arterial Street Fund	8,171,366	1,564,619	9,735,985	8,030,469	1,705,516	9,735,985
104 Revenue Stabilization Fund	-	1,491,212	1,491,212	29,500	1,461,712	1,491,212
105 Airport Defense Fund	172,070	100	172,170	154,000	18,170	172,170
106 Facility Repair and Replacement Fund	80,000	163,647	243,647	64,752	178,895	243,647
107 Police Drug Seizure Fund	20,000	-	20,000	20,000	-	20,000
150 Grant Control Fund	146,936		146,936	146,936	-	146,936
211 1995 GO Bond - Police Facility	562,675	3,847	566,522	562,675	3,847	566,522
212 LID Fund	51,656	-	51,656	51,656	-	51,656
216 1997 GO Bond - City Hall Remodel	133,343	10,585	143,928	133,343	10,585	143,928
218 1998 GO Park Land Acquisition	168,643	-	168,643	168,643	-	168,643
220 Debt Service Fund	25,640	-	25,640	25,640	-	25,640
310 Municipal Capital Improvements	1,322,215	127,055	1,449,270	1,261,066	188,204	1,449,270
401 Marina Revenue Fund	3,036,082	383,058	3,419,140	2,869,915	549,225	3,419,140
404 Marina Depreciation & Improvement	3,009,320	2,544,122	5,553,442	985,850	4,567,592	5,553,442
450 Surface Water Operations Fund	1,225,000	100,000	1,325,000	1,225,000	100,000	1,325,000
451 Surface Water Capital Fund	4,188,747	1,889,117	6,077,864	4,932,415	1,145,449	6,077,864
500 Equip Rental Operations	277,053	145,201	422,254	273,880	148,374	422,254
501 Equip Rental Replacement	-	927,829	927,829	16,000	911,829	927,829
510 Computer Equipment Operations Fund	149,603	16,195	165,798	136,300	29,498	165,798
511 Computer Equipment Capital Fund	15,000	56,439	71,439	1,200	70,239	71,439
520 Self-Insurance Fund	407,948	78,320	486,268	397,999	88,269	486,268
530 Unemployment Insurance Fund	20,000	264,058	284,058	25,500	258,558	284,058
TOTAL	36,437,502	11,260,388	47,697,890	35,566,657	12,131,233	47,697,890

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02-246

AGENDA ITEM

SUBJECT: Des Moines Chamber use of
Big Catch Plaza for Holiday Happenings on
Dec. 14-16 and 21-22, 2002

ATTACHMENTS:
Draft Resolution No. 02-260

AGENDA OF: December 5, 2002

DEPT. OF ORIGIN: Parks, Recreation &
Senior Services

DATE SUBMITTED: November 22, 20002

CLEARANCES:

[] _____
[] _____
[] _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this is to provide the City Council an opportunity to decide whether or not to place the draft resolution to provide use of Big Catch Plaza to the Des Moines Chamber of Commerce for the 1st annual Holiday Happenings agenda item, deleted from the November 21, 2002 meeting agenda, on the December 12, 2002 meeting agenda.

Suggested Motion:

I move that Draft Resolution No. 02-260 agenda item deleted from the November 21, 2002 agenda, be placed under New Business on the December 12, 2002 meeting agenda.

Background:

Rule 9 of the City Council Rules of Procedure allows the Presiding Officer the "option of deleting any item from the agenda until the next regular Council meeting when the full Council shall vote on whether to introduce the item on the agenda of a subsequent Council meeting". At the November 21, 2002 meeting, the Presiding Officer deleted Draft Resolution No. 02-260 from the agenda. The next regular meeting where the full Council may vote is the December 5, 2002 meeting.

Discussion:

The next meeting with time available for the Council to consider Draft Resolution No. 02-260 is the December 12, 2002 meeting.

Alternatives:

Recommendation:

It is recommended that the City council place Draft Resolution No. 02-260 on the December 12, 2002 meeting agenda.

Concurrence:

Mayor Wasson concurs with this recommendation.

PARKS AND RECREATION DIRECTOR'S FIRST DRAFT 11/14/02

DRAFT RESOLUTION NO. 02-260

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, granting permission to the Greater Des Moines Chamber of Commerce to use the City's Big Catch Plaza for a holiday carousel and community activities.

WHEREAS, the Greater Des Moines Chamber of Commerce has requested the permission of the City Council to use property at the Big Catch Plaza and the special event trailer and sound system for the purpose of holiday carousel rides and community activities from December 14-16th and December 21-22, 2002, and

WHEREAS, the City Council finds that events of this nature tend to publicize the City of Des Moines and enhance the quality of life of the City of Des Moines in numerous ways; now therefore,

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

Sec. 1. The Greater Des Moines Chamber of Commerce ("Chamber") is granted permission to use the Big Catch Plaza from December 14th (10am-8pm), 15th (10am-8pm) and 16th (10am-6pm) and December 21-22 (10am-8pm), 2002, for the purpose of holiday carousel rides and community activities.

Sec. 2. The Chamber shall purchase liability insurance in a form acceptable to the City of Des Moines in the amount of two million dollars (\$2,000,000) and shall name the City of Des Moines as a named additional insured. Proof of such insurance must be delivered to the City at least two days prior to the event.

Sec. 3. The Chamber shall be responsible for the security of the carousel and all other event related equipment located at the Park throughout the duration of the Holiday Happenings event.

Sec. 4. The Chamber shall be responsible for securing written authorization and satisfying requirements from the King County Health District for any proposed food services in conjunction with the Holiday Happenings event.

Sec. 5. The Chamber shall be responsible for providing 220 single phase 60 amp power needed to power the carousel and

Resolution No. ____
Page 2 of 2

may access 110 power available at the Park for other community activities. Electrical codes and public safety measures shall be followed regarding the use of Big Catch Plaza power sources, and portable power cords or generators in conjunction with the Holiday Happenings event.

Sec. 6. The Chamber shall defend and hold the City of Des Moines harmless from any liability which may result from the conduct of this event or its activities.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2002 and signed in authentication thereof this ____ day of _____, 2002.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

DRAFTRES/02-260