Linda

Mr. Pine – fight w/ H(W1) re assessments → agree w City of DM

EXECUTIVE SESSION – Litigation and Labor Relations 6:30 p.m.

AMENDED

AGENDA
REGULAR MEETING DES MOINES CITY COUNCIL
October 31, 2002 - 7:30 p.m.

CALL TO ORDER - Mayor Wasson

PLEDGE OF ALLEGIANCE

ROLL CALL all present

CORRESPONDENCE Carol Davis Rena Hamburger

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

Highline School District Presentation - Capital Facilities/Bond

CONSENT CALENDAR*

1. Motion is to approve the minutes of October 17, 2002.
2. Findings: Vouchers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing which has been made available to the City Council. (No warrants)

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

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

   Payroll fund transfers in the total amount of $

3. Motion is to approve the Municipal Facilities Committee's request to approve additional funds in the amount of $87,990 for the renovation of the City's Activity Center and to amend the 2002 Capital Improvement Plan to provide for project funding in that amount.
4. Draft Resolution No. 02-236 – Title: 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 and Office-Clerical Employees and Drivers Local Union No. 763 (Teamsters) regarding wages, hours and working conditions for the period November 1, 2002 to December 31, 2004. (removed from consent by Scheckler)

   MOTION is to approve Draft Resolution No. 02-236.

modified – no union security clause 1.2 "not a condition of employment" ~~membership~~

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

OLD BUSINESS

motion to reject all failed 3-3

1. Towing Services Contract
   SUMMARY: The purpose of this report is to inform Council of the results of the Request for Proposals for towing/impound services and to recommend that RoadOne (Dick's Highline Towing) be awarded the contract.

NEW BUSINESS

1. Preliminary 2003 Budget - Continued Department Reviews
   Debt Service Funds
   Internal Service Funds
   Reserve Funds
   Marina Funds
   SWM (Engineering and Maintenance)

   SUMMARY: Staff will present the 2003 preliminary budgets for the above listed funds and programs.

2. Proposed Settlement – *Packet will be distributed to Council in Executive Session.*

3. Straightening Des Moines Eastern Boundary
   SUMMARY: The purpose of this items to allow the City Council to discuss, and provide direction, on the City's current boundaries with the Cities of Kent and Federal Way.

NEXT MEETING DATE
Study Session November 7, 2002

ADJOURNMENT

CONSENT CALENDAR
Item #4

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: October 31, 2002

DEPT. OF ORIGIN: City Manager's Office

DATE SUBMITTED: October 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 approving the agreement regarding wages, hours and working conditions with the Public, Professional & Office-Clerical Employees and Drivers Local Union No. 763 (Teamsters) and the agreement resolving unfair labor practice charges and authorizing the City Manager to sign both documents ~~substantially in the form as attached.~~"

medical
~~90% to~~ seniority

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%

with modification
1.2.a.
12.b
of agreement
A.1.2.

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.

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

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 November 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 November 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

Published: __________________

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 not 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 equal to ninety percent (90%) of the dues uniformly levied for Union members. 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 equal to ninety percent (90%) of the dues uniformly levied for Union members.

1.2-a. NOT

1.2.b.

OR 1.2d charity option

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:

Years of Employment	Vacation Hours Earned
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) 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. 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.

Note: Cabot Dow (for the City) and Rob McCauley (for the Union) will complete the arbitrator selection process by the signing date of this agreement and the three arbitrators will be listed above in the body of the labor agreement as a permanent panel from which the Employer will choose in the event of an arbitration under the 9.2.6 procedure above.

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

SUBJECT:
Towing/Impound Services Contract

ATTACHMENTS:
Evaluation Spread Sheet
Memo From Commander Tucker regarding
RFP Evaluation

AGENDA OF: October 31, 2002
DEPT. OF ORIGIN: Administration

DATE SUBMITTED: Sept. 20, 2002

CLEARANCES:
[ ] POLICE ______________
[ ] LEGAL ______________

APPROVED BY THE CITY MANAGER
FOR SUBMITTAL: ______________

Purpose and Recommendation:

The purpose of this report is to inform the City Council of the results of the Request for Proposals for towing / impound services and to recommend that RoadOne (Dick's Highline Towing) be awarded the contract.

Recommended Motion: "I move that the City Council award ~~the~~ a towing and impound contract to RoadOne (Dicks Highline Towing), waive the three-mile requirement, allow subcontracting of class C towing, and authorize the City Manager to finalize and sign the agreement."

Alternative Motions:

"I move to reject all responses to RFP Number 02-001 and direct staff to re-issue the RFP with the following changes:______________."

"I move to reject all responses to RFP Number 02-001."

Background:

Since the late 1950's, the City of Des Moines has utilized the services of Pete's Towing for towing and impound services. These services include moving/towing vehicles that have been in accidents, towing abandoned vehicles, towing vehicles that are being impounded (driver's arrested for various offenses/warrants), and towing City vehicles for various reasons. Pete's Towing provided these services competently and professionally throughout the years. These services, however, were rendered without a written contract nor were they put out for competitive bid. It is good management practice to

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have a written contract for such services and to occasionally put them out for a competitive procurement process. Written contracts lay out the services to be rendered, the responsibilities of each party, dispute resolution procedures, and usually include insurance, indemnification, and hold harmless provisions. Subjecting such services to competitive procurement processes allows reasonable assurance that the services are being provided in a comprehensive and cost-effective manner.

In July of this year, the City issued a Request for Proposals (RFP) for towing and impound services. On July 24th four (4) proposals were received. The four tow contractors who responded to the RFP were RoadOne (Dick's Highline), Pro-Tow, Airport Towing, and Special Interest Auto Works, Inc.

Discussion:

Staff conducted an in-depth review of the proposals in August. This review included site visits, contacts with the managers, equipment review, and reference contacts. An initial review of the responses was completed by mid-August. Completing the reference checks, including a random check of customers of each company proved to be a more time consuming task than anticipated.

In conducting these reviews, it was found that no one contractor met all standards as outlined in the RFP. However, based upon discussions with the managers from the tow companies, adding the City of Des Moines to their client list would have a minimal impact on any of the companies' operations. In the review process a comparison spreadsheet was constructed outlining the essential criteria requirements that each tow company had to meet (see attached). RoadOne (Dick's Highline) provided the best response to the non-financial criteria, in addition to offering the best overall price schedule.

Comm. Tucker

As noted earlier, all the proposing companies did not meet each RFP requirement. For example, the RFP required tow storage yards to be within three (3) miles of the Des Moines City limits. RoadOne (Dick's Highline) is 3.7 miles from the city limits, Airport Towing is 3.2 miles, Special Interest Auto Works is .2 miles, and Pro-Tow is in excess of 5 miles. These distances could cause an inability on the part of three of the four responding companies to meet the 20-minute response time at all times and could be less convenient for customers to retrieve their vehicles. The attached memo from Commander Tucker summarizes the issues and concerns with each responding tow company.

Alternatives:

Alternatives available to the City Council include awarding a contract to two or more towing companies and establishing a rotational system for towing vehicles and use that experience to determine which company(s) are able to regularly meet the 20-minute requirement. Council could also not award a contract to any of the companies that responded and re-issue the RFP, hoping to have more towing companies respond, particularly some within three miles of Des Moines and better able to guarantee a 20 minute response time. Council could also elect not to award a contract to any of the responders and leave the situation as it currently stands. This, however, would mean that Des Moines does not have a written contract for this service.

Financial Impact:

The financial impact to the City of Des Moines and the citizens who have their vehicles towed should be reduced since, in several tow categories, the fee that RoadOne (Dick's Highline) proposed is lower than the amount currently being charged.

Recommendation

It is staff's recommendation that RoadOne (Dick's Highline) be awarded the towing contract for the City of Des Moines. Staff also recommends that the City Council waive the three-mile requirement and allow subcontracting of Class C towing.

Copies of all four responses to RFP Number 02-001 are available in the City Clerk's Office.

Concurrence:

The Police Department concurs with this recommendation.

MEMORANDUM

Date: August 9, 2002

To: Chief Don Obermiller

From: Commander Kevin Tucker

Subject: RFP Review

I have reviewed all 4 request for proposals; conducted site visits on 3 out of the four. (I did not conduct site visit on Pro-Tow due to distance from City of Des Moines). While at each site I talked with the managers or owners to gain clarification on issues in the RFP as well as walked the business sites.

There is no one RFP submitted which currently would meet all specification required by the City of Des Moines. Below I have listed areas in which each proposal would require a waiver for contract or future changes by each business. Due to the fact the City of Des Moines towing services would only amount to approximately 2 tows per day, most of the tow company's would not add any more drivers or equipment to their fleet. The impact of adding our tow services would be minimal to each company.

RoadOne (Dicks Highline Towing)

- Driving Time from the City of Des Moines north limits 3.7 miles
- Subcontract waiver required for Class "C" tow, (Waiver requested in proposal document)

Pro-Tow

- Response time concerns
- Excess of 5 miles from City of Des Moines south boundary
- Auburn storage under construction and unapproved by State Patrol

No Site Visit Conducted

Airport Towing

- Driving Time from the City of Des Moines north limits 3.1 miles
- Subcontract waiver required for Class "C" tow
- Will charge registered owner of the vehicle for second tow from city garage

Airport Towing (Alternate Proposal)

- Driving Time from the City of Des Moines north limits 3.1 miles
- Subcontract waiver required for Class "C" tow
- Will charge registered owner of the vehicle for second tow from city garage
- In house dispatching 8:00 a.m. to 6:00 p.m. except Saturday, Sunday and holidays
- All abandoned vehicles will be towed to secondary storage lot in south Seattle
- City of Des Moines will make every effort to impound abandoned vehicles during non peak business hours
- Winching charged at ¼ hour minimum with other services and ½ hour minimum without other services

Special Interest Auto Works

- Does not have radio communication in each tow truck
- Does not have a 24-hour dispatch office. Driver answer cellular phones after hours.
- Does not have 3 Class "A" Tow Trucks. (Only has 2)
- No current isolated secure storage area as required for police evidence vehicles
- Lot storage area contains some temporary fence
- Intermixes body shop vehicles with impounded vehicles

Recommendations

After reviewing all proposals I believe the best overall package and value will be RoadOne (Dicks Highline). Dicks Highline is by far the cheapest for all services over the other proposals. The majority of all tows will be the class "A" tows which will be charged to the city as well as our customers at the rate of $87.00 per tow. The next closest Class "A" tow was Special Interest at $107.00. I also added all contractor rates per proposal and found Dicks Highline came in at $590.00 for all services. The next closest was Special Interest at $743.70.

RoadOne (Dicks Highline) also has all the necessary equipment to provide services as well as 43 other pieces of equipment under subcontract through their parent company. Their storage yard and covered secure storage areas are adequate for our customers as well as our in-house needs.

Response time will be of concern at all times. This would need to be monitored and tracked.

Note:

In the future, if Special Interest Auto works can meet all RFP requirements I would recommend they be added to the city's future tow list if they meet the contractor rates currently in use. The proximity to the city and response times would make this contract beneficial to the city.

Attachments:

1. 3-page comparison matrix
2. RFP Road One (Dicks Highline)
3. RFP Pro-Tow
4. RFP Airport Towing
5. RFP Special Interest Auto Works
6. DOL Record Checks

	RoadOne (Dicks Highline)	Pro-Tow	Airport Towing	Airport Towing (Alternate)	Special Interest Auto Works, Inc
Contractor Rates					
Service Calls ($)	$60.00	$139.30	$69.50	$59.95	$45.00
Towing Includes 1st Hour Class "A" Truck	$87.00	$139.30	$285.59	$121.30	$107.00
Towing Includes 1st Hour Class "B" Truck	$127.00	$164.50	$325.24	$160.95	$131.00
Towing Includes 1st Hour Class "C" Truck	$127.00	$260.20	$396.24	$231.95	$231.00
Standby Time 15 minute intervals after 1st hour Class "A" & "B" Truck	$21.00	$34.82	$76.36	$30.33	$15.00
Standby Time 15 minute intervals after 1st hour Class "C" Truck	$21.00	$34.82	$99.06	$60.66	$30.00
Winching (15 minute intervals)	$24.00	$34.82 Class A $41.13 Class B $65.05 Class C	$76.36	$76.36	$65.00
Drive Line removal	$ 0	Hourly Per Class	$40.00	$40.00	$25.00
Dolly Rental-included in tow tee	N/A	Hourly Per Class	$40.00	$40.00	$25.00
Mileage Fee (after 10 Miles)	$5.00	Hourly Per Class	$4.00	$4.00	$2.50
Vehicle Release between 8:00 p.m. and 8:00 a.m.	$48.00	$69.65	$142.80	$60.65	$45.00
Storage (1st 12 hours no charge) Amount for each additional 24-hour period. Inside Storage	$40.00	$27.50	$57.95	$48.95	$38.60
Storage (1st 12 hours no charge) Amount for each additional 24-hour period. Outside Storage	$30.00	$49.70	$38.30	$33.75	$28.60
Total Package Costs	*$590.00*	*$954.61*	*$1,651.40*	*$968.85*	*$743.70*

Other Conditions	RoadOne (Dicks Highline)	Pro-Tow	Airport Towing	Airport Towing (Alternate)	Special Interest Auto Works, Inc
(Forms Completed?) *Specifications For Vehicle Towing And Impound Services*	YES	YES	YES	YES	YES
(Forms Completed?) *Instructions Regarding Proposals*	YES	YES	YES	YES	YES
(Forms Completed?) *Special Provisions*	YES	YES	YES	YES	YES
(Forms Completed?) *Non-Collusion Affidavit*	YES	YES	YES	YES	YES
(Forms Completed?) *Certificate As To Corporate Principal*	YES	YES	YES	YES	YES
(Forms Completed?) *Exceptions*	YES	YES	YES	YES	YES
(Forms Completed?) *Proposal Form*	YES	YES	YES	YES	YES
Proposal Guarantee Submitted?	YES, Bid Bond	YES, Check for $5,000	YES, Check for $5,000	YES, Check for $5,000	YES, Check for $5,000
Sufficient Vehicles? (at least 3 Class "A" Tow Trucks with drivers on duty at all times)	YES, 6 Class A, with 31 on sub-contract	YES, 3 Class A	Yes, 5 Class A	Yes, 5 Class A	NO, only 2 Class A

Other Conditions	RoadOne (Dicks Highline)	Pro-Tow	Airport Towing	Airport Towing (Alternate)	Special Interest Auto Works, Inc
Class "C", by ownership, lease, purchase contract or temporary use agreement. (At all times)	Yes with Subcontract approval by City Manager	YES	Yes with Subcontract approval by City Manager	Yes with Subcontract approval by City Manager	YES
24-7 dispatch office?	YES	Unknown	YES, Nextel Radios	YES, Nextel Radios	NO, after hours calls go directly to drivers
20 minute response time?	YES, except rush hour	Unknown	YES, except rush hour	YES, except rush hour	YES
Storage Lot? (No further than 3 miles from the city limits)	NO, 2012 S. 146th St Seatac, WA 98168 3.7 driving miles	NO, One lot under construction in Auburn the other in Maple Valley	NO, 817 S. 149th St, Burien, WA 98166 3.1 driving miles	NO, 817 S. 149th St, Burien, WA 98166 3.1 driving miles	YES, 24816 SR99, Kent, WA 98032 0.2 Miles
Towing a vehicle to city garage and second tow to contractors storage lot considered one tow.	OK	OK	Will charge registered owner of the vehicle for second tow from city garage	Will charge registered owner of the vehicle for second tow from city garage	OK
Physical Conditions and Security of storage lot?	Asphalt, fenced, poor lighting no alarms	Unknown, to far from City of Des Moines	Gravel/dirt under remodel no functioning drainage Alarmed and well Lighted	Gravel/dirt under remodel no functioning drainage Alarmed and well Lighted	Asphalt/gravel, slope drainage only. minimal lights, some temp fence
Shelter in good repairs and securable?	Good	Unknown, to far from City of Des Moines	One building needs repair other high quality	One building needs repair other high quality	None, Currently under construction / remodel
Radio Equipment?	Nextel	unknown	Nextel	Nextel	None
Staff Records Checks Results?	All clear except 2 contract employees	All clear	All clear	All clear	All clear
WSP Standards and Inspections within set guidelines?	Due for inspection, on WSP tow list, last complaint 1999	Inspected April 2002, on WSP tow list, last complaint 1999	Inspected June 2002, on WSP tow list, last complaint 1999	Inspected June 2002, on WSP tow list, last complaint 1999	Inspected April 2002, on WSP tow list.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Activity Center Remodel Capital Improvement Funding Plan

ATTACHMENTS:
A) Activity Center Building Remodel Capital Improvement Plan Request Form
B) Municipal Facilities Committee Meeting Minutes Tuesday, October 22, 2002

FOR AGENDA OF: October 31, 2002

DEPT. OF ORIGIN: Parks, Recreation and Senior Services

DATE SUBMITTED: October 25, 2002

CLEARANCES:

[ ] Parks, Recreation and Senior Services

APPROVED BY CITY MANAGER FOR SUBMITTAL: AJ

Purpose and Recommendation:
The City Council Municipal Facilities Committee and Staff is requesting City Council approval of the proposed funding plan for the remodel of the Activity Center located at 2045 South 216th Street in Des Moines.

Proposed Motion: "I move to approve the Municipal Facilities Committee's request to approve additional funds in the amount of $87,990 for the renovation of the City's Activity Center and to amend the 2002 Capital Improvement Plan to provide for project funding in that amount."

Background:
The Activity Center Remodel Project went out to bid on October 2, 2002 and bids were received and opened on Tuesday, October 22, 2002. Due to the limited resources available for all elements of this project the bid documents were itemize in multiple parts including the Base Bid for structural, electrical, mechanical and plumbing work. Fifteen Additive Alternate Bid items were included to provide for flooring, doors, door hardware, automatic door system, interior folding door system, office casework, entryway walk off mats, fire alarm installation, entryway awning, window replacement, 1 hour fire rated roll up doors for kitchen, classroom construction, and installation of owner supplied kitchen equipment. Some of the additive alternates are required by city code.

City Council awarded the Base Bid amount of $117,500.00 and Bid Alternates AA-3, AA-4, AA-14 of $25,650 for a total of $143,150 plus tax and up to 10% contingency to SKM Construction, Inc. at the October 24, 2002 City Council Meeting.

Additional work to be done by the owner includes: project architectural and inspection services $19,750.00, parking lot gravel, asphalt work $12,000.00, and grease trap installation $3,500.00, roof repair $8,568.00, flooring installation $25,000.00, kitchen equipment purchase $ 48,000.00, gas hook up $3,000.00, interior and exterior painting $3,000.00, Fire Alarm equipment $12,000.00, and permit costs of $5,000.00. The estimated total of the above items is $139,818.00

Discussion:
At the August 5, 2002 meeting, City Council authorized reprogramming 2002 Capital Improvement Plan funds in the amount of $205,000.00 plus 10% contingency to pay for the Activity Center Remodel Project. The gap between the approved $225,500 funding allocation and the amount needed to fund the bare bones project is approximately $88,000.00.

The Municipal Facilities Committee and staff recommended moving forward with the project and proposed the following solution to the budget shortfall:

- Accept Option One- Activity Center Remodel Base Bid and code related alternates totaling $143,150.00 plus tax $12,597.00 and 10% contingency.
- Reprogram additional $87,990 Capital Improvement Funds to pay for the project from the following sources: 1) $53,990 MCI funds and 2) $34,000 Des Moines Legacy Foundation Donation

Des Moines Legacy Foundation donated funds in the amount of $14,000.00 from existing Foundation funds and has dedicated the proceeds from the upcoming Brunch and Auction (estimated at $20,000.00) to take place on November 3, 2002 to improve the Center. Option One base bid and code related alternates totaling $143,150.00 plus tax $12,597.00

Financial Impact:
Staff proposes reprogramming the following Capital Improvement Plan funds budgeted for other projects in 2002 and 2003 to fund the Activity Center Remodel Project:

2002 CIP Funds Available:

Project	Funding Source-	Amount
Community Center Construction	Haunted House Proceeds	$226,836
Des Moines Open Space Acquisition	MCI	$ 20,000
Undesignated Funds	MCI	$ 32,654
2002 Donations Proposed:		
Des Moines Legacy Foundation		$ 34,000
Total Available:		$313,490

Recommendation/Conclusion:
The Municipal Facilities Committee and staff recommends that City Council approve the Capital Improvement Plan request for the Activity Center Remodel Project in the amount of $313,490, (see Attachment A).

Concurrence:
Staff and Municipal Facilities Committee recommend that affected Senior Services programs be relocated to a central location at the remodeled Activity Center until a longer-range solution can be achieved.

Attachment A

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Activity Center Remodel	Plans in Preparation	
		P.S.E. Complete	
LOCATION	2045 S 216th Street		

DESCRIPTION: Remodel of former church building for Senior Services Programs use including commercial kitchen and meeting room wall construction, electrical, plumbling, flooring, parking lot improvments and HVAC system repairs.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY 02	FY 03	FY 04	FY 05	FY 06	FY07
ADMINISTRATION		3,100					
DESIGN/ENG		20,000					
LAND							
BUILDINGS							
IMPROVEMENTS	-	258,218					
INSPECTION		4,000					
CONTINGENCY		14,315					
SALES TAX		13,857					
OTHER							
TOTAL	-	313,490	-				

FUNDING SOURCE	TOTAL	FY 02	FY 03	FY 04	FY 05	FY 06	FY07
Undesignated 2002 MCI	32,654	32,654					
Reprog. 2002 Open Space	20,000	20,000					
DM Legacy Foundation	34,000	34,000					
Haunted House Proceeds	226,836	226,836					
TOTAL	313,490	313,490	-				

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	MCI	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Activity Center Remodel	Plans in Preparation	
		P.S.E. Complete	
LOCATION	2045 S. 216th Street		

JUSTIFICATION: Senior Services are being relocated due to flood damage to the Dining Hall at Des Moines Beach Park. The Activity Center will be remodeled to provide a temporary home for Senior programs and services.

SCOPE OF WORK: Drawing/Site Plan Attached Remodel of building located at 2045 S. 216th Street

Design & Administration	$ 23,100
Construction	258,218
Contingency	14,315
Inspection	$ 4,000
Sales Tax	13,857
Total	$ 313,490

Municipal Facilities Committee Meeting Minutes Attachment B
Tuesday, October 22, 2002 @ 3:00 p.m.

Attending: Chair Maggie Steenrod, Mayor Don Wasson, Councilman Susan White, Tony Piasecki, Patrice Thorell, Sue Padden, Bill Miller, Corbitt Loch, Kaylene Moon, John Carroll, Larry Pickard, Bob Meyers, Tony Kubic, Architect (Jon Graves Architects & Planners)

Topic: **Activity Center Bids**

- Tony announced the "bad" news. We received four bids for the Activity Center Remodel Project. City council approved a budget of $205,000 plus $20,500 contingency. Project costs are:
  - In-house construction projects, parking lot improvements, kitchen equipment, flooring, fire alarm, etc. is $140,000
  - The Project low bid for code related contracted construction is $143, 150, sales tax $12,597 and 10% contingency.

  If we accept the low bid, the project will be $85,682 over the council approved budget.
- Tony presented the following options for the committee to consider:
  1. Go find $85,682 from CIP.
  2. Re- package the bid package.
  3. Go back and look at the elements of the project, can we economize anywhere?
- The committee determined that getting $85K from CIP would not be acceptable to the council; that repackaging the bid package would take too much time; and that the project seemed as economical as possible. The only possible savings might be found through installation of used or remanufactured commercial kitchen equipment as discussed at prior meetings and with the council, resulting in less than $48K for that line item.
- Tony recommended we hold off taking the project bid award to City Council until next week, 10/31/02, so we have time to determine funding resources before asking approval. The councilmembers present opted instead to keep the item on the 10/24/02 City Council agenda for bid award and have Tony or the Finance Directo4r present funding proposals at the 10/31/02 meeting.
- Discussion followed on how to pare down the bid. Patrice announced that the Des Moines Legacy Foundation (DMLF) has agreed to fund $14,000 from their senior services funds for the activity center ADA doors & entrance. DMLF also agreed that all proceeds from their fundraising auction on November 3 will go towards the activity center commercial kitchen. Patrice and Sue anticipated that the upcoming brunch will clear around $20,000 towards the project. That would provdide $34,000 of the $85,000 needed. Maggie requested that a representative of the Legacy Foundation be available at the next council meeting to confirm staff's understanding that Legacy will donate the $34K in funds.
- There was discussion regarding finding the remaining funds ($51,000) in the current Capital Improvement Plan budget. There is a possibility of using Haunted House funds or Des Moines Beach Park repair funds that have not been spent yet.
- There was discussion on the companies who submitted bids. The lowest bid was SKM Construction, Inc. Larry Pickard said this was a very honorable company with a very good reputation in the community and the industry.

Action Items:

- The bid packet will be kept on the October 24 City Council agenda. Patrice will make the corrections to the council packets immediately.
- We have $34,000 from the Des Moines Legacy Foundation. Staff will research and report to City Council where to other $51,000 will come from and invite Legacy Foundation to the next meeting.
- Award the bid for the project to SKM Construction, Inc.

Follow-up:_No next meeting date was set.
Activity Center portion of meeting adjourned at 3:50 p.m.

ADMIN REPORT

Capital Facilities Improvement Plan 2002 Update

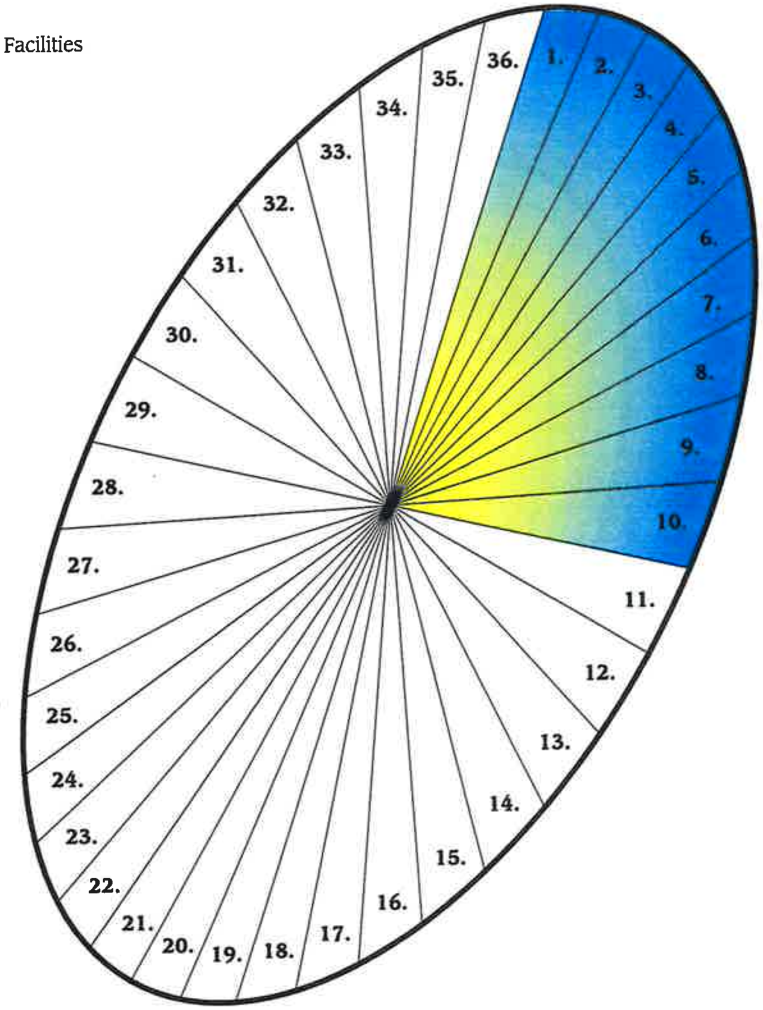
City of Des Moines

Highline School District No. 401
King County, Washington

October 2002

Capital Facilities Improvement Plan
Prioritized Construction Schedule

1. **Memorial Field**
   $3.64M - Field Safety Improvements
2. **Manhattan**
   (Interim School) $3.48M - Add Portables, Upgrade Facilities
3. **Madrona Elementary School**
   $18.85M - Replace Existing School*
4. **White Center Heights Elementary School**
   Replace Existing School
5. **Hazel Valley Elementary School**
   $18.78M - Replace Existing School
6. **Gregory Heights Elementary School**
   $18.44M - Replace Existing School
7. **Mount View Elementary School**
   $19.62M - Replace Existing School
8. **North Hill Elementary School**
   $20.10M - Replace Existing School*
9. **Olympic**
   (Interim School) $6.16M Renovate for an Interim School*
10. **Mount Rainier High School**
    $56.31M - Replace or Renovate Existing School & Expand Building Area*
11. **Cedarhurst Elementary School**
    Replace Existing School* *(Project prioritized from State Matching Construction Funds when available)*
12. **Bow Lake Elementary School**
    Replace Existing School
13. **Shorewood Elementary School**
    Replace Existing School
14. **Midway Elementary School**
    Replace Older Buildings, Upgrade 1991 Addition*
15. **Parkside Elementary School**
    Replace Older Buildings, Upgrade 1991 Addition*
16. **Marvista Elementary School**
    Replace Older Buildings, Upgrade 1991 Addition
17. **McMicken Heights Elementary School**
    Replace Existing School
18. **Des Moines Elementary School**
    Renovate Main Bldg., Replace Other Bldgs*



19. **Camp Waskowitz**
    Restore Historic Buildings
20. **Manhattan Learning Center**
    (Interim School) Replace Existing Program Space
21. **Pacific Middle School**
    Replace & Expand Classroom/Library Bldgs.*
22. **Sunnydale (Interim School)**
    Renovate for an Interim School*
23. **Highline High School**
    Renovate Main Bldg, Replace or Renovate Other Bldgs.*
24. **Tyee High School**
    Replace Several Round Buildings, Renovate Other Bldgs.
25. **Sylvester Middle School**
    Renovate 2/3 of Bldg. Area, Replace Remaining Bldg. Area
26. **Southern Heights Elementary School**
    Renovate and Expand School*
27. **Chinook Middle School**
    Renovate the School
28. **Salmon Creek**
    (Interim School) Renovate for an Interim School
29. **Evergreen High School**
    Renovate or Replace Most Bldgs.
30. **Hilltop Elementary School**
    Renovate and Expand School*
31. **Valley View Elementary School**
    Renovate and Expand School
32. **Seahurst Elementary School**
    Upgrade School
33. **Cascade Middle School**
    Renovate the School
34. **Beverly Park @ Glendale Elementary School**
    Renovate the School*
35. **SeaTac OSC**
    Renovate the School*
36. **Memorial Field @ HHS (phase II)**
    Renovate Stadium Seating & Storage

FUNDED

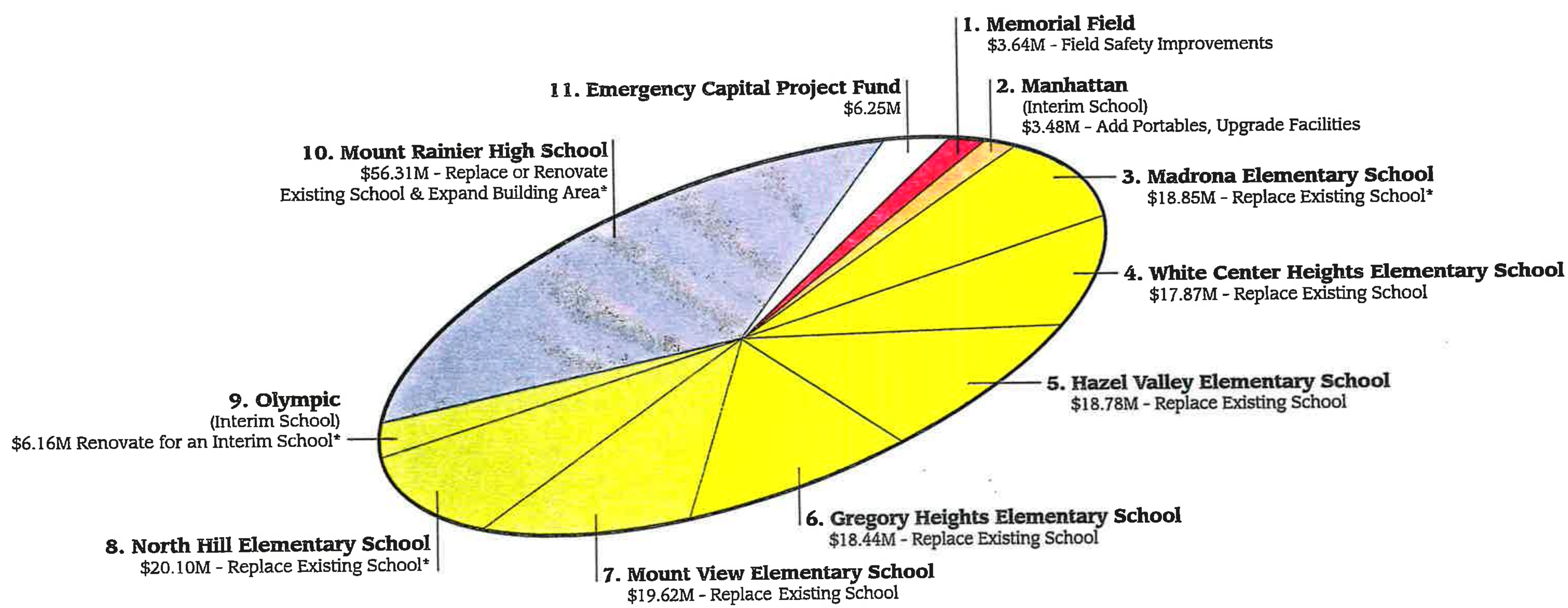
**Sound Environment for Education Study Site.*

October 2002a

Highline School District No. 401

$189.5 Million Capital Facilities Improvement Bond

Voter Approved March 2002



ESTIMATED YEAR OF COMPLETION

2002	2003	2004	2005	2006	2007
Memorial Field	Manhattan (Interim School)	Madrona Elementary School White Center Heights Elementary School Hazel Valley Elementary School Gregory Heights Elementary School	Mount View Elementary School North Hill Elementary School Olympic (Interim School)		Mount Rainier High School

September 2002a

Highline School District No. 401

School Design Features

Elementary School

60,000 Square Feet
26 Classrooms
600 Student Capacity
Two Story Building
Sloped, Metal Roof
Earthquake Reinforcement
Fire Alarms and Sprinklers
Emergency Generator
ADA Accessible
Air-Conditioned
Energy Efficient
Classroom Telephones
Computer Lab
Computers in each Class
Itinerant Offices
PTSA Office
Music Room
Full Size Gymnasium
Multi-Purpose Room
All-Weather Playfields
Increased Parking
Separate Bus Loading/Unloading
Separate Parent Pick-up/Drop-off
Meets All Current Codes
Covered Play Court

Highline School District No. 401
Capital Facilities Improvement Plan

Interim Schools

Interim School:	Beverly Park
To be used by:	White Center Heights (currently there) Mount View Shorewood* McMicken Heights * Southern Heights* Hilltop* Beverly Park at Glendale*
Interim School:	**Manhattan**
To be used by:	Madrona Cedarhurst* Midway* Des Moines* Sea-Tac OSC*
Interim School:	**Olympic**
To be used by:	Mt. Rainier Pacific* Sylvester* Cascade*
Interim School:	**Salmon Creek**
To be used by:	Evergreen*
Interim School:	**Sunnydale**
To be used by:	Highline*

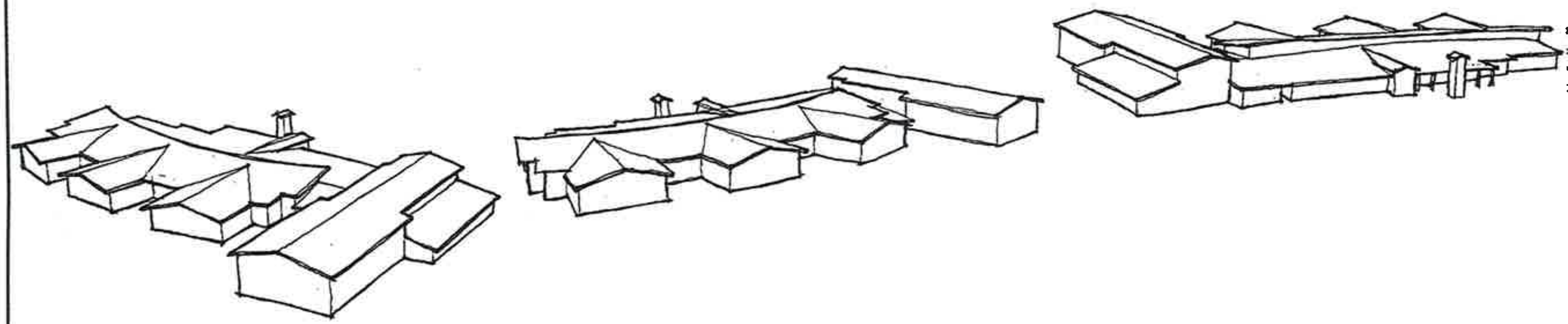
NOTE: * Not in March 2002 Bond

Highline School District No. 401
Capital Facilities Improvement Plan 2002
Prioritized Construction Schedule

	Project	Est. Year of Completion **	Est. Project Costs (mils)	Running Total	Planned Construction
	Requires Capital Bond Funding				
	(1) Memorial Field @ HHS (phase I)	2002	3.64	3.64	Field Safety Improvements
	(2) Manhattan (Interim School)	2003	3.48	7.12	Add Portables, Upgrade Facilities
*	(3) Madrona	2004	18.85	25.97	Replace Existing School
	(4) White Center Heights	2004	17.87	43.84	Replace Existing School
	(5) Hazel Valley	2004	18.78	62.62	Replace Existing School
	(6) Gregory Heights	2004	18.44	81.06	Replace Existing School
	WCH @ Bev. Park (Interim School)		0.00	81.06	Recently Upgraded, No Work Planned
	(7) Mount View	2005	19.62	100.68	Replace Existing School
*	(8) North Hill	2005	20.10	120.78	Replace Existing School
*	(9) Olympic (Interim School)	2005	6.16	126.94	Renovate for an Interim School
*	(10) Mt. Rainier	2007	56.31	183.25	Replace or Renovate Existing School & Expand Building Area
	Requires Capital Funds, State Matching Funds, S.E.E. Funding or any Combination Thereof				
*	(1) Cedarhurst	2006	19.84	19.84	Replace Existing School
	(2) Bow Lake	2006	19.37	39.21	Replace Existing School
	(3) Shorewood	2006	17.21	56.42	Replace Existing School
*	(4) Midway	2006	18.45	74.87	Replace Older Buildings, Upgrade 1991 Addition
*	(5) Parkside	2007	21.81	96.68	Replace Older Buildings, Upgrade 1991 Addition
	(6) Marvista	2007	20.64	117.32	Replace Older Buildings, Upgrade 1991 Addition
	(7) McMicken Heights	2007	17.27	134.60	Replace Existing School
*	(8) Des Moines	2007	17.83	152.42	Renovate Main Bldg., Replace Other Bldgs.
	(9) Camp Waskowitz	2008	6.84	159.27	Restore Historic Buildings
	(10) Manhattan Learning Center	2008	10.63	169.90	Replace Existing Program Space
*	(11) Pacific	2008	18.44	188.34	Replace & Expand Classroom/Library Bldgs.
*	(12) Sunnydale (Interim School)	2007	0.64	188.98	Renovate for an Interim School
*	(13) Highline	2009	66.98	255.96	Renovate Main Building, Replace or Renovate Other Buildings
	(14) Tyee	2009	25.59	281.55	Replace Several Round Buildings, Renovate Other Buildings
	(15) Sylvester	2009	23.14	304.69	Renovate 2/3 of Building Area, Replace
*	(16) Southern Heights	2009	15.61	320.30	Renovate and Expand School
	(17) Chinook	2010	10.82	331.12	Renovate the School
	(18) Salmon Creek (Interim School)	2009	0.69	331.81	Renovate for an Interim School
	(19) Evergreen	2011	43.68	375.49	Renovate or Replace Most Buildings
*	(20) Hilltop	2010	16.31	391.80	Renovate and Expand School
	(21) Valley View	2010	6.67	398.47	Renovate and Expand School
	(22) Seahurst	2010	3.55	402.02	Upgrade School
	(23) Cascade	2011	17.56	419.58	Renovate the School
*	(24) Beverly Park @ Glendale	2011	15.71	435.30	Renovate the School
*	(25) SeaTac OSC	2011	20.58	455.88	Renovate the School
	(26) Memorial Field @ HHS (phase II)	2011	2.31	458.19	Renovate Stadium Seating & Storage

* Sound Environment for Education Study Site. Refer to S.I.S. for Noise Abatement Scope of Work

** Assumption: Best Case Scenario if Fully Funded Spring 2002



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HSD MADRONA ELEMENTARY SCHOOL

studio
MENG STRAZZARA
80 YESLER WAY, SUITE 200
SEATTLE, WASHINGTON 98104
tel 206.587.3797 fax 206.587.0588

studio MENG STRAZZARA

ARCHITECTURE
ENGINEERING
RESEARCH ANALYSIS

studio
MENG STRAZZARA
80 YESLER WAY, SUITE 200
SEATTLE, WASHINGTON 98104
tel 206.587.3797 fax 206.587.0588

SCHEMATIC SITE PLAN

SCALE: 1"=30'

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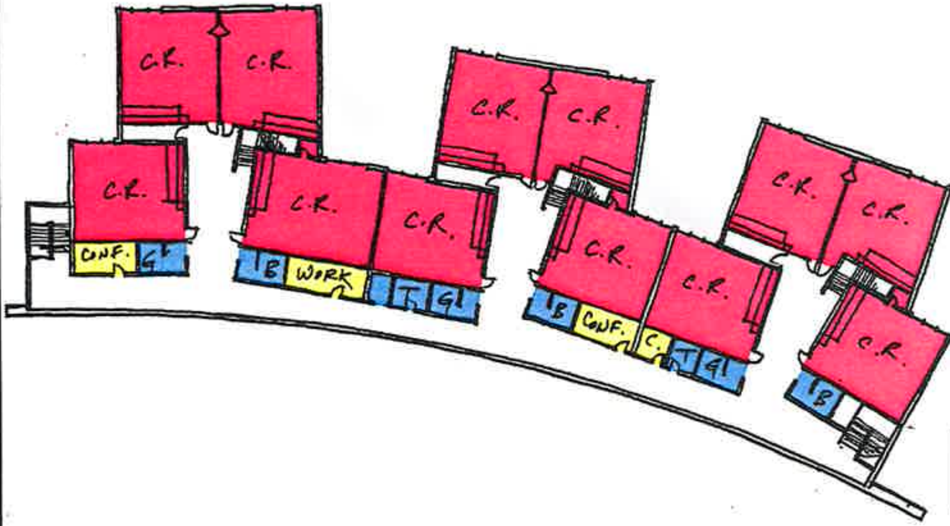

2ND FLOOR PLAN

SCALE: 1/16" = 1'-0"

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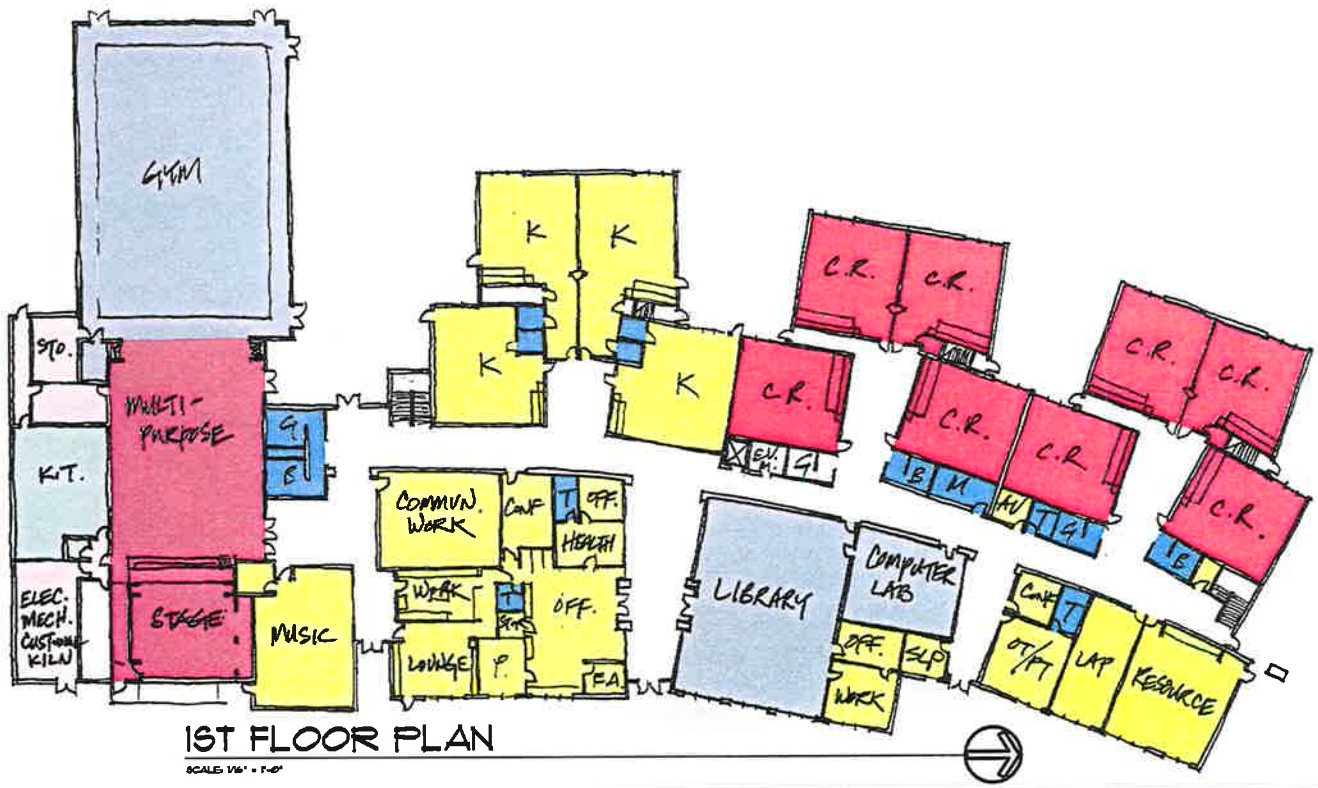
studio
MENG STRAZZARA
ARCHITECTURE
ENGINEERING
RESEARCH ANALYSIS

studio
MENG STRAZZARA
80 YESLER WAY, SUITE 200
SEATTLE, WASHINGTON 98104
tel 206.587.3797 fax 206.587.0588



1ST FLOOR PLAN

SCALE: 1/16" = 1'-0"

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Fall 2002

Highline School District 401
15675 Ambaum Blvd SW
Burien, WA 98166
(206) 433-0111
http://www.hsd401.org

Highline School District 401
Building for the Future

Serving students in the communities of Burien, Des Moines, Normandy Park, SeaTac, and White Center

Memorial Field Reopens, Renovation Under Budget

The reopening of Highline Memorial Field was celebrated on September 13, 2002 as the Mount Rainier Rams took on Franklin Pierce in the first football game of the season. At the inaugural game, a halftime ceremony recognized all four Highline School District high schools that will share the field for their home football, soccer and track & field matches.

Work on Memorial Field began last June, when the old artificial turf was taken up and the field was leveled to remove the crown at the center of the field. In the process of leveling the field, underground water lines and electrical conduits had to be moved deeper beneath the field surface. Crews then laid Fieldturf, a more durable and cost effective playing surface—the same turf that is in Husky Stadium and the new Seahawks Stadium.

Above: Fox Sports News' Brent Ringenbach welcomes everyone to the reopening of Memorial Field.
At Left. A near-capacity crowd fills the bleachers, getting a firsthand look at the newly renovated field

Next, the leaky south grandstand roof was replaced. New light fixtures were installed on the south side of the field and all the light poles were painted. The speakers and sound system were replaced, as was the field maintenance building.

Track and field improvements included relocating the pole vault area and laying electrical conduits to allow for the future installation of photo finish timing devices for track running events. The renovation was completed on time and under budget.

Plans Submitted for Four New Highline Elementary Schools

This month, Highline School District will submit plans for Gregory Heights Elementary and Hazel Valley Elementary to the City of Burien. Plans for Madrona Elementary in SeaTac and White Center Heights Elementary are currently in the design process (see Article on back page). The four new schools are scheduled to open in September 2004.

Construction Highlights

- September 2002: Memorial Field reopens
- October 2002: White Center Heights demolition
- Spring 2003: Groundbreaking for Madrona, Hazel Valley, Gregory Heights, & White Center Heights

Parents, Teachers, and Community Play Vital Role in New School Designs

While groundbreaking for our first four new elementary schools is about six months away, the work of designing those schools has been going full speed since last spring. During summer break, committees from Madrona, Gregory Heights, White Center Heights, and Hazel Valley spent long afternoons and evenings discussing the design plans for their schools.

Gregory Heights Elementary School

studio MENG STRAZZARA

The process started last April. Each school formed a committee including the principal, office manager, cook, custodian, teachers, PTSA and community members, and representatives of all special programs, such as English Language Learners (ELL) and special education.

The first step was to determine space and placement needs for each program and function in the school.

With this information, the project architects began to lay out the size and relationship of classrooms and other offices. Next they began to determine the placement of play areas, parking, and traffic flow, and the siting of the building on the property.

Naturally, budget issues dictated many of the options, so a series of meetings was necessary to examine different options. Committee members were asked to make trade-offs such as scaling down classroom size, moving offices, or making other adjustments to fit the budget. The committees met at least twice monthly to look at architects' drawings and give input on the plans as they progressed.

Finally, the committees discussed details such as the type of building materials to be used, the interior layout of classrooms and offices, and the kind of telephone system to be installed.

The committees played a critical role in planning the new schools. The new buildings will be laid out in a way that makes sense for teachers, parents, special school programs and the community. This ensures that our new schools will meet the needs of students and community members now and into the future.

Madrona Elementary School

studio MENG STRAZZARA

PRELIMINARY
SPECIAL MEETING DES MOINES CITY COUNCIL

MINUTES October 17, 2002

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 (Illness). Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, ACC Attorney Peter Eglick, ACC Staff Kelly Evans, and Attorney Stew Estes.

Mayor Wasson announced that the Council will hold an Executive Session for approximately one hour to discuss with legal counsel representing the City litigation, or potential litigation to which the City is, or is likely to become, a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the City.

At 7:20 p.m., Peter Eglick and Kelly Evans left, and attorney Stew Estes arrived.

At 7:30 p.m., City Manager Piasecki announced that the Council would remain in executive session for approximately fifteen minutes more.

At 7:45 p.m., City Manager Piasecki announced that the Council would remain in executive session for an another ten minutes. At 7:45 p.m., attorney Stew Estes left.

At 7:55 p.m., Assistant City Manager Loch announced that the Council would remain in executive session for approximately five minutes more.

No formal action was taken.

ADJOURNMENT

The special meeting adjourned at 8:00 p.m.

Respectfully submitted,

Linda A. Marousek
City Attorney

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES October 17, 2002

At 7:30 p.m., City Manager Piasecki announced that Council would remain in executive session for an additional fifteen minutes.

At 7:45 p.m., City Manager Piasecki announced that Council would remain in executive session for an additional ten minutes.

At 7:55 p.m., Assistant City Manager Loch announced that Council would remain in executive session for approximately five minutes longer.

The regular meeting of the Des Moines City Council was called to order by Mayor Wasson at 8:08 p.m. in the 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, Maggie Steenrod, Scott Thomasson and Susan White. Absent: Councilmember Bob Sheckler (Illness). Also present were City Manager Tony Piasecki, Assistant City Manager Corbitt Loch, City Attorney Linda Marousek, Park and Recreation Director Patrice Thorell, Senior Services Manager Sue Padden, Public Works Director Tim Heydon, Judge Colleen Hartl, Court Services Manager Jennefer Henson, Chief of Police Don Obermiller, Commanders Kevin Tucker and John O'Leary, Community Development Judith Kilgore, Finance Director Paula Henderson, Finance Manager Peggy Watson, and Deputy City Clerk Angela Chaufty.

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

CONSENT ITEM

Deputy City Clerk Chaufty read the consent calendar as follows:

1. Motion is that the Towing Services Contract agenda item deleted from the September 26, 2002 agenda be placed on the October 31, 2002 meeting agenda.

Councilmember Petersen announced that he would abstain from discussing and voting on this issue.

MOTION was made by Councilmember Thomasson, seconded by Councilmember Steenrod to approve the consent calendar as read. **Motion passed**, 5 – 0, with Councilmember Petersen abstaining.

DISCUSSION ITEMS

SW King County Economic Development Initiative

Community Development Director Kilgore encouraged Council to attend the SW King County Economic Development Committee's roundtable discussion scheduled for October 23, 2002 at

Highline Community College, Room 2. She informed Council that the committee included representatives from Des Moines, Normandy Park, Burien, Tukwila, SeaTac, unincorporated north Highline area, King County and the Port of Seattle. Their goal was to prepare the area for the next economic cycle. Areas of emphasis included land availability, amenities, education, land use, business attraction, business interest, infrastructure, and local government. She said that sub-regional planning allowed the members to compliment rather than compete with their neighbors. The committee would be seeking direction from the elected officials during the roundtable discussion. She noted that Ray Moser, Economic Development Manager of King County, was willing to address Council at a future Council meeting if they desired more information.

Councilmember White voiced support for facing challenges on a regional basis.

Mayor Pro Tem Benjamin said that Council recognized the importance of economic development. He felt that pooling ideas and resources would improve Des Moines.

Preliminary 2003 Budget Department Reviews

City Manager Piasecki introduced the subject. He noted that the conceptual plan document previously adopted by Council had been incorporated into the preliminary budget. City Manager Piasecki explained that staff would highlight proposed changes to the budget.

Assistant City Manager Loch explained that the departmental budgets for which he is responsible included the following proposed changes:

- A reduction in the transfer amount to the Computer Maintenance Fund from $1,300 to $1,000 per piece of equipment.
- The elimination of a transfer to the Computer Replacement Fund for 2003.
- The elimination of a transfer to the Equipment Replacement Fund for 2003.
- The calculation of the transfer to the Self Insurance Fund was now based upon each departments' number of workers' hours.

Assistant City Manager Loch then highlighted proposed changes to the following departmental budgets:

Executive
- Salaries and benefits reduced due to the change in personnel.
- Supply costs reduced due to purchases through the State contract.
- Travel, training, and communication budgets reduced.

Record Services
- Receptionist position eliminated. Suite A's doors will be locked and the receptionist's duties will be transferred to other staff.
- Supply costs reduced due to purchases through the State contract.
- Offsite record storage services will be terminated. Renovations to prepare an on-site facility for the records will be included in the Capital Improvement Plan.

Personnel
- Overtime eliminated.
- Supply costs reduced due to purchases through the State contract.

Park and Recreation Director Thorell noted that the Park and Recreation Department had experienced severe budget cuts in Year 2000 due to the passage of Initiative 695. As a result, the department experienced a large turnover in staff. She then highlighted the following proposed revisions to the Park and Recreation budget:

Park and Recreation – Administrative Services

- The Administrative Assistant position was reduced from a 1.0 FTE position to a 0.80 FTE position. The 0.20 FTE portion was moved to Recreation Programs, making a .80 Customer Service Representative position a 1.00 FTE position.
- Fuel costs decreased based upon actual usage records.
- Travel, training, and communication expenses reduced.
- Copier lease and credit card charges increased.

Park and Recreation – Park Operations Services

- Park Operations and the Marina will share one Maintenance Worker position.
- A 0.50 FTE position will be added to maintain the Steven J. Underwood Memorial Park.
- Janitorial services and communication costs decreased.
- Costs of utilities are increased due to new expenses associated with the Steven J. Underwood Memorial Park.
- Park equipment for Midway Park was included in the budget.

Park and Recreation – Recreation Programs

- Customer Service Representative position increased from a 0.80 FTE position to a 1.0 FTE position.
- Fuel costs decreased based upon actual usage records.
- Advertising and leasing costs were reduced.
- Armored car services and communication costs increased.
- Replacement of damaged tables and chairs was included in the budget.

Park and Recreation – Senior Services

- Salaries and benefits reduced due to a change in personnel and the elimination of overtime.
- Fuel costs decreased based upon actual usage records.
- Professional services, travel and training budgets decreased.
- Communications and credit card charges increased.

Upon questioning from Councilmember Thomasson, Park and Recreation Director Thorell confirmed that the Senior Services division did not expect any change in operation costs due to their move into the Activity Center. She noted that the telephone system for the new facility had not yet been included in the budget.

Park and Recreation – Senior Programs

- An increase is reflected in salaries and benefits.

All City Buildings

- Overtime costs increased due to an increase in beeper pay as proposed by the pending Teamster Local No. 763 contract.
- Fuel costs decreased based upon actual usage records.
- Janitorial services reduced.

- Utility costs increased.

Health and Human Services

Park and Recreation Director Thorell referred Council to the list of recommended appropriations.

Senior Services Manager Padden informed Council that 28 applications had been received.

City Manager Piasecki noted that Council would have an opportunity during the budget process to set policy and make revisions to the proposed budget.

Councilmember Steenrod asked for a list of all entities requesting funding.

City Manager Piasecki stated that the list of requesting agencies as well as a copy of the funding guidelines adopted by Council in 1997 would be provided to Council later during the budget process.

Public Works Director Heydon highlighted the following proposed revisions for the Public Works and Engineering divisions:

Engineering

- Salaries and benefits increased due to step increases.
- Fuel costs decreased based upon actual usage records.
- Travel, training, and communication costs decreased.

Public Works – City Streets

- A Senior Maintenance Worker position was eliminated.
- 25 Percent of the Public Works Superintendent's salary was moved to the Surface Water Management Fund.
- Fuel costs decreased based upon actual usage records.
- Supply costs reduced due to purchases made through the State contract.
- Janitorial services and communication costs decreased.
- Electricity costs reduced due to the LED traffic light conversion.

Public Works Director Heydon informed Council that a street maintenance position had been cut in the Year 2000 budget due to Initiative 695. He noted that the reduction in staff proposed for Year 2003 will affect service levels and that responding to emergency situations will present challenges for the division.

Court Services Manager Henson highlighted the proposed revisions for the following budgets:

Municipal Court

- File Clerk position eliminated.
- Court Transport Officer position added.
- Public Defender and video arraignment costs increased.
- Supply costs reduced due to purchases made through the State contract.

Jail Services

- Increased use of Yakima County Jail services resulted in a reduction of usage at the King County facility.

- King County jail and booking costs are anticipated to increase by 5.8% every year for five years.

City Manager Piasecki said that the King County jail contract indicated that King County will not have room for Des Moines' inmates within ten years and their facilities usage should be phased out. In response to Councilmember Steenrod's questioning, City Manager Piasecki explained that, with the exception of traffic violations, juvenile offenses were handled through the Juvenile Detention system rather than the Municipal Court.

Councilmember Steenrod asked staff to identify which budget the juvenile intervention program that Council had received information about would fall under.

Councilmember Thomasson questioned how overnight misdemeanor cases would be handled if King County no longer provided jail services for the City.

Chief Obermiller said that the local Chiefs Association was addressing the issue.

At 9:10 p.m., Mayor Wasson declared a ten-minute recess.

City Attorney Marousek described the following proposed changes to the legal budget:

<u>Legal</u>
- Salaries reduced due to the elimination of part-time file clerk position.
- CD Rom research fees eliminated due to the availability of free on-line information.

Finance Manager Watson reviewed the contributions to the <u>Grant Control Fund</u>.

In regard to the COPS In The School program, City Manager Piasecki explained that the COPS position must remain in existence for at least one year after the grant expires per the grant agreement.

In response to Councilmember Thomasson's questioning, Commander O'Leary said that the terms of the COPS In the School grant agreement require the officer to stay at the High School campus. The officer cannot visit the middle school occasionally.

Commander Tucker informed Council of the proposed changes to the following budgets:

<u>Police Administration</u>
- Salaries were increased due to step increases.
- Overtime costs were reduced.
- Janitorial services, travel, and printing costs were reduced.
- Supply costs were increased due to an anticipated increase in citations.

Court Services Manager Henson and Commander Tucker outlined the following proposed changes to the Traffic Unit budget:

<u>Traffic Unit</u>
- 0.10 FTE File Clerk position eliminated.
- Salary and overtime costs were increased due to step increases.

- Judge's salary was increased due to the addition of court days.
- Travel and printing costs were decreased.
- Fuels costs were decreased due to the efficiency of motorcycles versus cars.

City Manager Piasecki explained that the proposed overtime allotment covered the Court Clerks' participation in the Saturday traffic school program. In response to Councilmember Thomasson's questioning, City Manager Piasecki informed Council that the Traffic Unit's revenues did not cover approximately $200,000 of its expenses.

Commander Tucker said that the division's original estimates did not take the officers use of sick and vacation leave into account. He noted that the use of the motorcycles have increased the officers' production. He felt that staff would be better able to determine the Traffic Unit's revenue trends in a few months.

City Manager Piasecki said that staff had originally overestimated the Unit's revenues and underestimated its expenses. He said that he had considered cutting the program but the Finance Committee had indicated their desire to maintain it.

Mayor Wasson asked for information regarding the number of contested traffic citations. He said that traffic enforcement seemed to be a basic part of police protection.

Councilmember Steenrod asked that staff provide Council with a cost analysis of the Traffic Unit in March or April 2003. She felt it was an expensive program and encouraged Council to keep watching it.

Commander O'Leary informed Council of the proposed changes to the following budgets:

Detectives
- Overtime and training budgets decreased.

Law Enforcement
- A Community Service Officer position and DARE Officer position were eliminated.
- Small tools budget was increased as much of the patrol officer's equipment was expensive to replace.

Councilmember Steenrod asked that one page showing all the Police divisions and their budgets for 2002 through 2004 be developed.

Animal Control
- Overtime costs were reduced.
- Fees paid to King County for Animal Control Services were reduced based upon actuals.
- Fuel costs decreased based upon actual usage records.

Commander Tucker explained that the Police Drug Seizure Fund would only spend the anticipated asset seizures for 2003.

In regard to the police budget, City Manager Piasecki explained the potential effect the passage of Initiative 790 would have on the City's budget. If the initiative passed, staff would come back to Council with additional proposed revisions.

Councilmember Steenrod asked that the 40% increase in Labor and Industry rates be incorporated into the next budget review.

Community Development Director Kilgore described the proposed changes to the following budgets:

Community Development – Plan Development
- The Planning Manager position was eliminated.
- Forty percent of the Assistant Planner/GIS position was transferred to the Surface Water Management budget.
- Travel, training, and communication costs were decreased.
- Professional Services were increased due to the UW Study of Highway 99.

Community Development – Development Services
- A Land Use Planner II position was added.
- Training and communication costs were decreased.

Community Development – Building Division
- Overtime and Professional Services costs were increased due to school construction projects.

Assistant City Manager Loch reviewed the proposed changes for the following budgets:

Legislative
- The travel budget was reduced.
- 2003 Election year costs, non-discretionary charges, were included in the budget.

Central Services – Printing and Duplication Services
- Copier lease costs were increased.

Central Services - Communications
- Communications, postage machine lease, and repair and maintenance costs were reduced based upon actual cost records.

City Manager Piasecki thanked Deputy City Clerk Chaufty for her efforts in reducing the communication budget of Central Services.

Community Information Services
- Cable Consultant fees were reduced as staff will handle most duties in-house.
- Budget reduced due to increased in-house publication and distribution of information.
- City Currents' publication would be reduced from six issues to four issues per year.

Airport Defense
- $150,000 was budgeted for Professional Services.
- An interest payment on the loan from the Revenue Stabilization Fund was budgeted.

In response to Councilmember Thomasson's questioning, City Manager Piasecki noted that any changes to the ACC proposed budget would be a policy issue for Council.

Finance Director Henderson reviewed the revisions for the following budgets:

Financial Services
- Salary and benefits increased due to dependants' insurance costs.
- Payroll services, armored car service and bank charges increased.
- Professional services decreased.

Finance Director Henderson noted that the State Auditor's opinion was expected next week and the exit conference would be schedule later.

Miscellaneous Memberships
- The Association of Washington Cities' fee had been reduced due to hardship.

In response to Councilmember Steenrod's questioning, Finance Manager Watson explained that funding for the Economic Development Council would be a policy issue for Council. She noted that the Historical Society line item was actually for rent rather than for a membership fee.

City Manager Piasecki said that the budget amount for Fire Control was per the contract.

Finance Director Henderson briefly reviewed the proposed Pollution Control and General Transfers budgets.

Councilmember Steenrod asked that the fund purpose be listed with the fund number.

City Manager Piasecki commended Finance Manager Watson for her work on the budget.

Councilmember Sheckler Update

Councilmember White reported that Councilmember Sheckler was doing well after his surgery.

Draft Resolution 02-146

Councilmember Steenrod stated her desire for Draft Resolution 02-146 minute and formatting policies to apply to all City Council business, not just Committee minutes.

NEXT MEETING DATE – Regular meeting, October 24, 2002

ADJOURNMENT

At 10:29 p.m., **MOTION** was made by Councilmember Thomasson, seconded by Councilmember Steenrod and passed unanimously to adjourn the meeting.

Respectfully submitted,

Angela M. Chaufty
Deputy City Clerk