Linda

AMENDED

Bob Wasson absent

EXECUTIVE SESSION - 6 p.m. Real Estate & Labor Negotiations

AGENDA
REGULAR MEETING DES MOINES CITY COUNCIL
November 14, 2002 - 6:30 p.m.

Corbitt Loch
Richard Brown
Linda Marousek
Tony P.
Joe D. - left @ 6:15

CALL TO ORDER - Mayor Wasson

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

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

~~John~~ Attal
Etan Ward, Chris Litfield
Clarice James
Tom Sitterson
Diane Jacobson
Gary Heelsel
downtown boosters

BOARD & COMMITTEE REPORTS

PRESIDING OFFICER'S REPORT

Joe D. action form

ADMINISTRATION REPORTS

CONSENT CALENDAR*

approved 6-0

Steenrod wants

1. Motion is to approve the minutes of October 24, 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.
   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 #82996 through #83208 & electronic fund transfers in the total amount of $1,119,094.91
      Payroll fund transfers in the total amount of $346,928.17
3. Motion is to authorize the City Manager to approve all vouchers for payment of the following claims during the period of November 15, 2002 through December 5, 2002:
   a. All vouchers for payment of payroll checks, including Marina payroll, and
   b. All vouchers for payment of claims and Marina checks, provided that all vouchers and checks approved by the City Manager in accordance with this motion shall be presented at the December 12, 2002 Council Meeting.
4. Draft Ordinance No. 02-245 - Title: An Ordinance of the City of Des Moines, Washington, relating to the acquisition by eminent domain of a certain portion of property in the City of Des Moines necessary for construction and maintenance of the Pacific Highway South Improvement Project; describing the public convenience, use and necessity of such property; providing for the condemnation, appropriation and use of the property; providing the mode of payment of cost of acquisition of the property; and directing the City Attorney to prosecute such action in King County Superior Court.

Peterson Steenrod recused

TWO MOTIONS: First motion is to suspend Council Rule 26(b). Second motion is to approve Draft Ordinance No. 02-245.

passed Steel no pire

5. Motion is to enter into the submitted agreement with Puget Sound Energy for the design of undergrounding the distribution system on Pacific Highway South and to authorize the City Manager to sign said agreement substantially in the form as submitted.

6. Motion is to approve entering into an agreement with South County Area Transportation Board for a period of three years, ending December 31, 2005, and for the City Manager to sign said agreement substantially in the form as submitted.

7. Motion is to approve the addendum to the Interlocal agreement with Yakima County for jail services and authorize the City Manager to sign said addendum substantially in the form as attached.

removed from consent White

8. Draft Resolution No. 02-257 - Title: A Resolution of the City of Des Moines, Washington, in cooperation with the Greater Des Moines Chamber of Commerce, establishing downtown revitalization as a priority.

MOTION is to approve Draft Resolution no. 02-257.

failed 3-3 refered to Finance 6-0

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

PUBLIC HEARING

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

SUMMARY: The 2003 budget has been discussed over the last several months. At this meeting City Council will provide final policy direction and public testimony will be heard. Staff is recommending that the Council move the draft ordinance to a second reading on November 21, 2002.

PUBLIC HEARING

Draft Ordinance No. 02-248 2003 Property Tax Revenue - 1st Reading

SUMMARY: Included in the draft ordinance is a special property tax levy. Special property tax levies are exclusive from general property in that they represent a funding source dedicated for a specific purpose. In the case of the City, a special levy exists to fund debt service for the police facility in the amount of $562,675. The levy amount changes annually based on the debt service requires. Public testimony will be taken. The enactment of the draft ordinance will determine the amount of funds to be raised by ad valorem taxes for the year 2003 for general City expenditures and the 1995 general obligation bonds for the police facility construction.

OLD BUSINESS

1. Preliminary 2003 Budget

Marina Capital

Budget Issues

SUMMARY: The purposed of this Agenda Item is to present to the City Council various budget issues for discussion and direction, including Marina Capital.

NEW BUSINESS

1. Proposed Settlement passed 4.0

2. Straightening Des Moines Eastern Boundary

   SUMMARY: The purpose of this agenda item is to allow for Council discussion and direction regarding the City's boundaries with the Cities of Federal Way and Kent. This matter was placed on the agenda at the request of Mayor Wasson.

3. Draft Resolution No. 02-247 Adopting the 2003-2008 Capital Improvement Plan

   SUMMARY: The Capital Improvement Plan provides a multi-year list of proposed major capital expenditures and associated operating costs for the City. The Plan focuses the community and Council's attention on prioritizing projects, given the competing needs for projects. The 2003-2008 Capital Improvement Plan reflects capital projects of the Municipal Capital Improvement, Arterial Streets, Surface Water Management and Marina Depreciation and Improvement Funds.

4. Draft Ordinance No. 02-258 Marina Bonds - 1st Reading passed to 2d reading

   SUMMARY: The purpose of this agenda item is to adopt an ordinance that will enable the City to issue bonds to finance the projects identified in Phase One of the Comprehensive Marina Master Plan that was adopted by the City Council in June of 2001.

NEXT MEETING DATE - Regular Meeting November 21, 2002

ADJOURNMENT

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
CITY OF DES MOINES, WA

SUBJECT: City boundaries with Federal Way and Kent.

FOR AGENDA OF: November 7, 2002
DEPT. OF ORIGIN: Administration
DATE SUBMITTED: November 1, 2002
CLEARANCES:

ATTACHMENTS:
1. PAA Interlocal Agreement with Federal Way.
2. Map of boundary conditions with Federal Way.
3. Map of existing and proposed Boundary with Kent.

APPROVED BY THE CITY MANAGER FOR SUBMITTAL

Purpose and Recommendation:

The purpose of this agenda item is to allow for Council discussion and direction regarding the City's boundaries with the Cities of Federal Way and Kent. This matter was placed on the agenda at the request of Mayor Wasson.

Background:

Des Moines-Federal Way Boundary:

The Cities of Des Moines and Federal Way have an interlocal agreement that delineates a Potential Annexation Area (PAA) boundary between the two jurisdictions. This agreement was executed in 1996 in response to requirements of the Growth Management Act. Mayor Wasson has expressed interest in changing the PAA boundary Des Moines shares with Federal Way.

Des Moines- Kent Boundary:

Des Moines and Kent share a very irregular boundary along and near Pacific Highway South (South of Kent-Des Moines Road). For 10 or more years, the City of Des Moines has been attempting to straighten the boundary between these two Cities. Kent has historically been opposed to any change that would reduce its revenues from property or sales tax.

Discussion:

Administration seeks Council direction regarding adjusting the boundaries with Federal Way and Kent. At present, we expect these Cities to resist any changes that would have a negative impact upon current or future tax revenues. At this time, the preferences of the property owners potentially affected by these boundary changes are not known. If so directed by the City Council, staff is ready to begin working with Federal Way, Kent, and property owners within these areas to establish alternative boundaries.

Alternatives:

1. Direct Administration to begin negotiations with either or both of the Cities of Federal Way and Kent.

2. Do not pursue adjustments to these boundaries at this time.

Financial Impact:

Changes to the boundaries with Federal Way and Kent could result in increased tax revenues, but will also increase the cost of public services provided by Des Moines. Detailed financial information is not available at this time, but would be developed as part of Administration's analysis of potential boundary changes.

Recommendation/Conclusion:

Administration sees value in re-establishing negotiations with both Federal Way and Kent. If so directed, staff can report back to the City Council after initial discussions are held.

Concurrence:

None at this time.

AG 95-239

AN AGREEMENT BETWEEN THE CITIES OF FEDERAL WAY AND DES MOINES RELATING TO POTENTIAL ANNEXATION AREA DESIGNATION

THIS IS AN AGREEMENT between the City of Federal Way, a non-charter code city ("Federal Way"), and the City of Des Moines, a non-charter code city ("Des Moines") hereinafter collectively referred to as the "Cities".

RECITALS:

A. Pursuant to RCW 36.70A.110(2), the Washington State Growth Management Act of 1990 as amended requires each City within the County to propose the location of an urban growth area, and

B. The Countywide Planning Policies adopted and approved by Ordinance 10450 on July 6 by the County Council and ratified by Cities within the County, establishes rules for designating City potential annexation areas within the countywide urban growth boundary, and

C. Countywide Planning Policy LU-19 states that in collaboration with adjacent counties and cities and King County, and in consultation with residential groups in affected areas, each City shall designate a Potential Annexation Area (PAA), and

D. It is in the public interest that the jurisdictions cooperate to designate logical and achievable PAA boundaries;

NOW THEREFORE, the Cities hereby agree:

1. **PURPOSE.**

The purpose of this Agreement is to confirm the decision made between the Cities for the identification of PAA boundaries.

2. **DEFINITIONS.**

Potential Annexation Area (PAA): The unincorporated urban area adjacent to a City, within which urban growth shall be encouraged and phased, and which is expected to annex to the city. Annexation is expected to occur sometime during the next 20 years at which time the city will provide services and utilities. Potential Annexation Area is another term for a Cities' Urban Growth Area.

Urban Growth Areas: Areas proposed by the Cities and designated by the County within which urban growth shall be encouraged and phased and outside of which growth can

ATTACHMENT 1

ORIGINAL

occur only if it is not urban in nature. An Urban Growth Area is another term for Potential Annexation Area.

Urban Growth Boundary: The boundary marking the limit between the urban growth areas and other areas such as rural and resource area where urban growth is not permitted. The boundary shall be designated by the County in consultation with the appropriate Cities, under the requirement of the Growth Management Act, as amended.

3. PUBLIC PROCESS.

The designation of PAAs in Exhibit A (map and written description) attached hereto and by this reference made a part of this agreement, are of interest to a variety of affected parties, including property owners, area residents, the general public, special service districts and the municipalities.

4. RELATIONSHIP TO EXISTING LAWS AND STATUTES.

This Agreement in no way modifies nor supersedes existing laws and statutes and is consistent with existing laws and statutes. In meeting the commitments encompassed in this Agreement, all parties will comply with the requirements of the Annexation Statutes, Open Meetings Act, State Environmental Policy Act, Growth Management Act and Countywide Planning Policies for King County.

5. RESPONSIBILITIES:

A The Cities acknowledge the PAA boundary described in Exhibit A (map and written description).

B The Cities will annex territory only within their designated PAAs.

C The Cities shall conduct a public involvement process that may include workshops, survey, hearings, or other methods in areas within the PAA, prior to inclusion of any additional areas within the PAA.

6. AMENDMENTS.

A. A city which desires to modify the Potential Annexation Area shall contact all other parties to this Agreement to begin discussions regarding potential annexation area boundary amendments. The Cities agree to participate in such discussions when called by another city. Either Party is authorized to call a meeting upon 45 days written notice.

B. The proposed modifications shall be supported by written evidence of a significant change in one of the criteria listed in paragraph 6D. below. The Cities shall concur that the substantial change warrants an amendment to the original designated potential annexation area.

C. A public process shall be conducted regarding an amendment to a potential annexation area.

D. *Criteria for Designation of Potential Annexation Areas*

- Recognition of resident community identification.
- Financial and technical ability to provide municipal services.
- Creation of logical service areas (vehicular accessibility and utility construction).
- Recognition of physical boundaries.
  - Bodies of water
  - Topographical features
  - Watersheds
  - Freeways, Highways and Arterials
- Protection of critical/resource areas significant to a particular jurisdiction.
  - Protection of critical areas
  - Opportunities for urban separators
- Logical boundaries.
  - Elimination of unincorporated islands
  - No overlapping potential annexation areas

E. The proposed amended PAA agreement shall be submitted to the respective legislative authorities for approval.

7. DURATION AND TERMINATION.

This Agreement is effective upon signature of both parties and shall continue in effect from year to year unless terminated by a six month written notice by one party to the others.

8. SEVERABILITY CLAUSE.

Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect.

9. INDEMNIFICATION.

A. The City of Federal Way shall indemnify and hold harmless the City of Des Moines and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City of Federal Way, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the City of Des Moines, the City of Federal Way shall defend the same at its sole cost and expense; provided, that the City of Des Moines reserves the right to participate in such suit if any principle of governmental or public laws involved. If final judgment be rendered against the City of Des Moines and its officers, agents and employees, or any of them, or jointly against the City of Federal Way and the City of Des Moines and their respective officers, agents and employees, or any of them, the City of Federal Way shall satisfy the same including all chargeable costs and attorney's fees.

B. In executing this Agreement, the City of Des Moines does not assume liability or responsibility for or in any way release the City of Federal Way from any liability or responsibility which arises in whole or in part from the existence or affect City of Federal Way ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceedings is commenced in which the enforceability and/or validity of any such City of Federal Way ordinance, rule or regulation is at issue, the City of Federal Way shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City of Des Moines, the City of Federal Way or both, the City of Federal Way shall satisfy the same, including all chargeable costs and attorney's fees.

C. The City of Des Moines shall indemnify and hold harmless the City of Federal Way and its officers, agents and employees, or any of them, from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City of Des Moines, its officers, agents and employees or any of them, relating to or arising out of the performance of this Agreement. In the event that any suit based on such a claim, action, loss or damage is brought against the City of Federal Way, the City of Des Moines shall defend the same at its sole costs and expense; provided that the City of Federal Way retains the right to participate in said suit if any principle of governmental law is involved; and if final judgment be rendered against the City of Federal Way, and its officers, agents and employees, or any of them, or jointly against the City of Federal Way and the City of Des Moines and their respective officers, agents and employees, or any of them, the City of Des Moines shall satisfy the same including all chargeable costs and attorney's fees.

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10. ADMINISTRATION.

This Agreement shall be administered by:

A. The Federal Way City Manager or the City Manager's designee, and

B. The Des Moines City Manager or the City Manager's designee.

IN WITNESS WHEREOF, the parties have executed this Agreement this ~~13th~~ 16th day of December, 1996

CITY OF DES MOINES

Robert L. Olander, City Manager
At the direction of the Des Moines City Council at an open public meeting on December 12, 1996.
Date: December 13, 1996

Approved as to Form:

City Attorney

CITY OF FEDERAL WAY

Kenneth E. Nyberg, City Manager

Date 1/3/95

Approved as to Form:

City Attorney

EXHIBIT A

FEDERAL WAY - DES MOINES

POTENTIAL ANNEXATION AREA
BOUNDARY DESCRIPTION

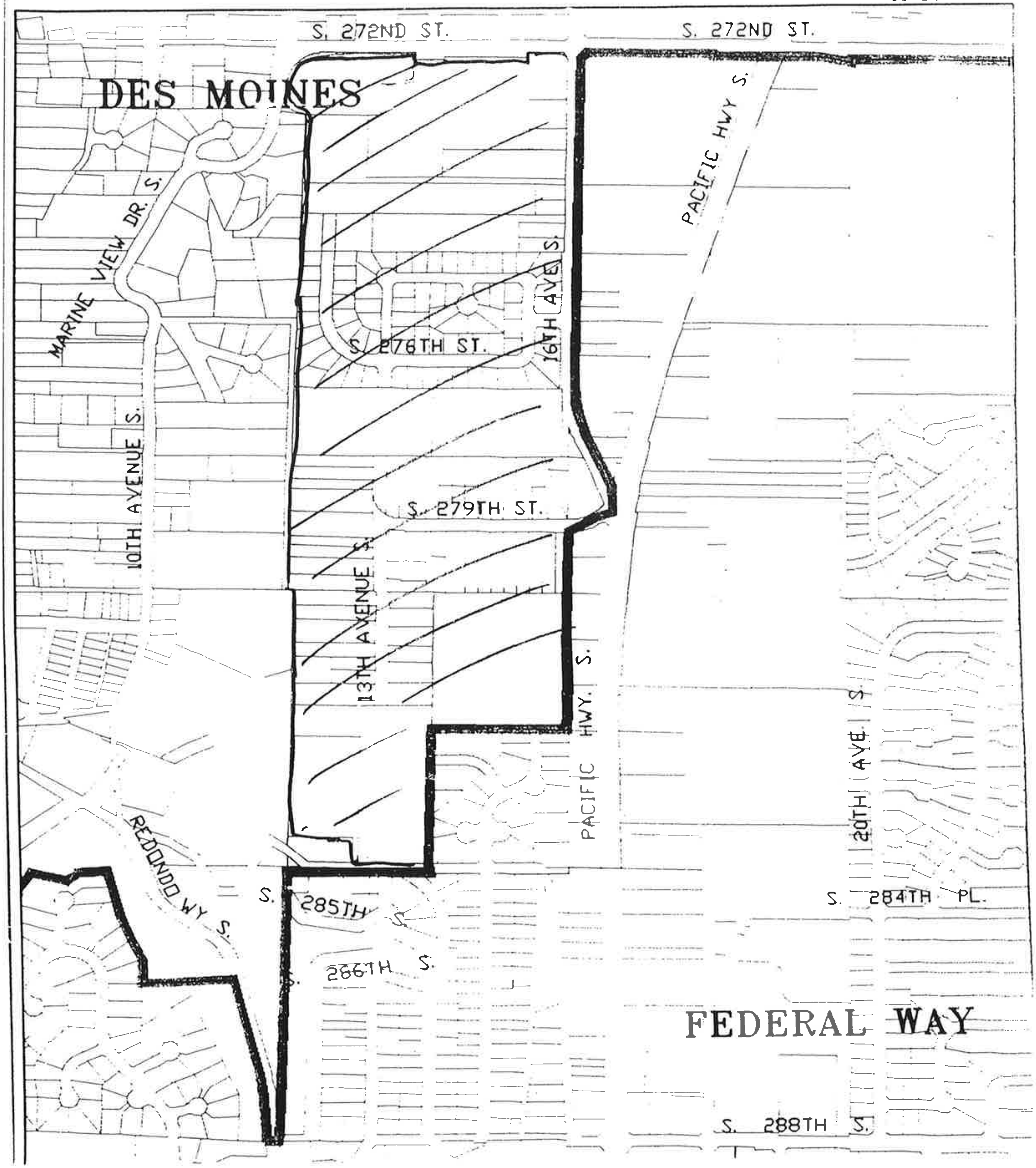
The following is a description of the Potential Annexation Area boundary between the City of Federal Way and the City of Des Moines.

> Beginning at the point along the westerly right of way line of State Route 99 which intersects with the southerly right of way line of South 272nd Street, then running west along the south right of way line of South 272nd Street to the point of intersection with the easterly right of way line of 16th Avenue South, and then south along the easterly right of way line of 16th Avenue South to the point of intersection with the westerly right of way line of State Route 99, and then south along the west right of way line of State Route 99 to the point of intersection with the southerly right of way line of South 279th Street, and then west along the south right of way line of South 279th Street to the point of intersection with the westerly section line of section of 4-21-4, then south along the said westerly section line to the point of intersection with the northeast corner of the Plat of Applewood (02513), then west to the northwest corner of said plan, and then south along the west line of said plat extended to the point of intersection with the southerly right of way line of South 284th Street.

Area Proposed for Annexation

POTENTIAL ANNEXATION AREA BETWEEN THE CITIES OF DES MOINES AND FEDERAL WAY

SCALE: 1"=600'



NEW BUSINESS
Item #2

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
CITY OF DES MOINES, WA

SUBJECT: City boundaries with Federal Way and Kent.

ATTACHMENTS:
1. PAA Interlocal Agreement with Federal Way.
2. Map of boundary conditions with Federal Way.
3. Map of existing and proposed Boundary with Kent.

FOR AGENDA OF: November 14, 2002
DEPT. OF ORIGIN: Administration
DATE SUBMITTED: November 1, 2002
CLEARANCES:

APPROVED BY THE CITY MANAGER FOR SUBMITTAL

Purpose and Recommendation:

The purpose of this agenda item is to allow for Council discussion and direction regarding the City's boundaries with the Cities of Federal Way and Kent. This matter was placed on the agenda at the request of Mayor Wasson.

Background:

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Alternatives:

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Recommendation/Conclusion:

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Concurrence:

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AG 95-239

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The designation of PAAs in Exhibit A (map and written description) attached hereto and by this reference made a part of this agreement, are of interest to a variety of affected parties, including property owners, area residents, the general public, special service districts and the municipalities.

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E. The proposed amended PAA agreement shall be submitted to the respective legislative authorities for approval.

7. DURATION AND TERMINATION.

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A. The City of Federal Way shall indemnify and hold harmless the City of Des Moines and its officers, agents and employees, or any of them from any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, by reason of or arising out of any negligent act or omission of the City of Federal Way, its officers, agents and employees, or any of them, in the performance of this Agreement. In the event that any such suit based upon such a claim, action, loss or damage is brought against the City of Des Moines, the City of Federal Way shall defend the same at its sole cost and expense; provided, that the City of Des Moines reserves the right to participate in such suit if any principle of governmental or public laws involved. If final judgment be rendered against the City of Des Moines and its officers, agents and employees, or any of them, or jointly against the City of Federal Way and the City of Des Moines and their respective officers, agents and employees, or any of them, the City of Federal Way shall satisfy the same including all chargeable costs and attorney's fees.

B. In executing this Agreement, the City of Des Moines does not assume liability or responsibility for or in any way release the City of Federal Way from any liability or responsibility which arises in whole or in part from the existence or affect City of Federal Way ordinances, rules or regulations. If any cause, claim, suit, action or administrative proceedings is commenced in which the enforceability and/or validity of any such City of Federal Way ordinance, rule or regulation is at issue, the City of Federal Way shall defend the same at its sole expense and if judgment is entered or damages are awarded against the City of Des Moines, the City of Federal Way or both, the City of Federal Way shall satisfy the same, including all chargeable costs and attorney's fees.

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10. ADMINISTRATION.

This Agreement shall be administered by:

A. The Federal Way City Manager or the City Manager's designee, and

B. The Des Moines City Manager or the City Manager's designee.

IN WITNESS WHEREOF, the parties have executed this Agreement this ~~13th~~ 16th day of December, 1996

CITY OF DES MOINES

Robert L. Olander, City Manager
At the direction of the Des Moines City Council at an open public meeting on December 12, 1996.
Date: December 13, 1996

Approved as to Form:

City Attorney

CITY OF FEDERAL WAY

Kenneth E. Nyberg, City Manager

Date 1/3/95

Approved as to Form:

City Attorney

EXHIBIT A

FEDERAL WAY - DES MOINES

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BOUNDARY DESCRIPTION

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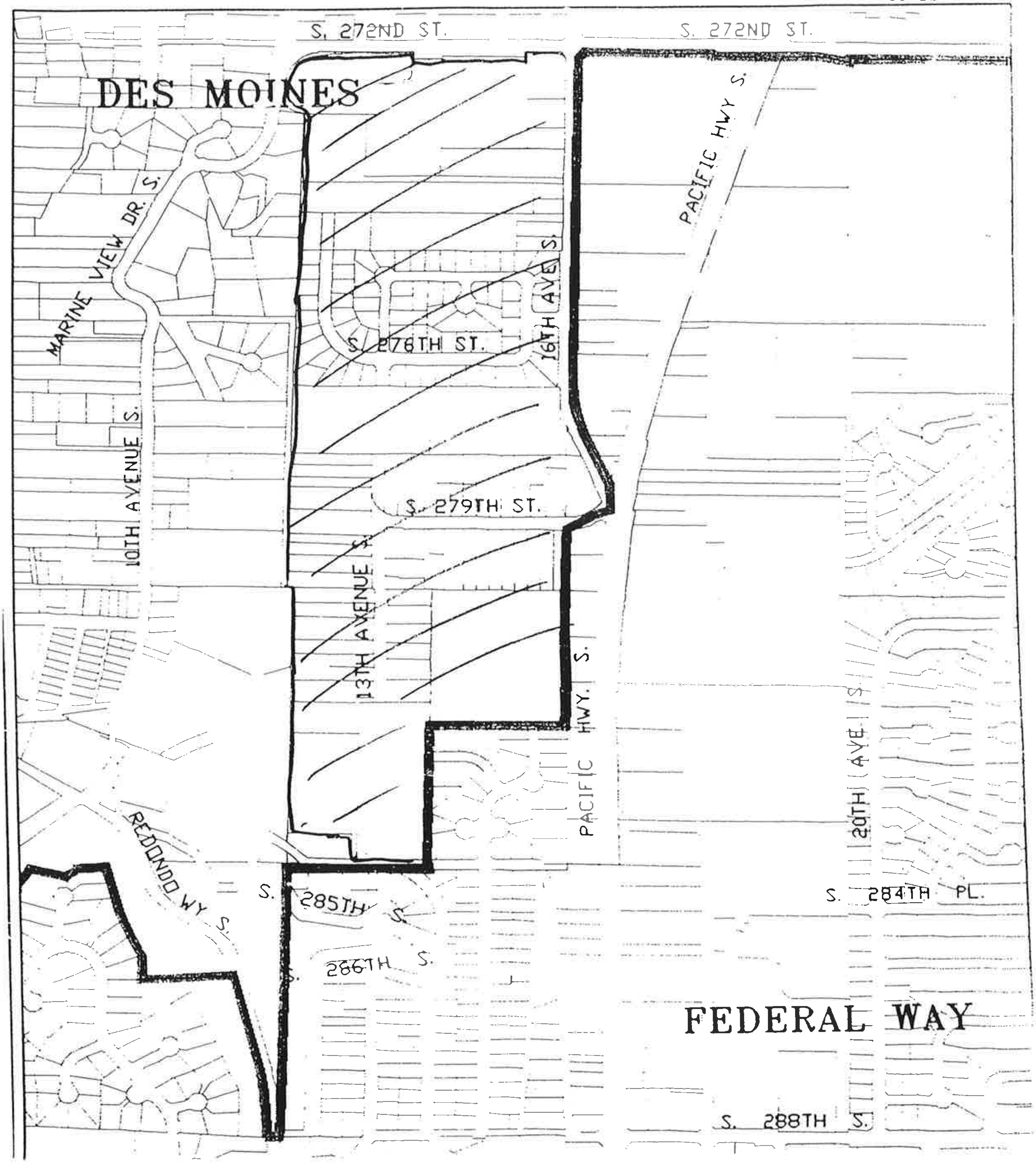
Area Proposed for Annexation

POTENTIAL ANNEXATION AREA BETWEEN THE CITIES OF DES MOINES AND FEDERAL WAY

SCALE: 1"=600'




13th Ave S
14th Ave S
15th Ave S
S 272nd St
Unnamed
Crestwood Rd
Pacific Hwy S
16th Ave S
S 275th Pl
14th Pl S
12th Pl S
13th Ave S
S 276th St
15th Pl S
S 276th Pl
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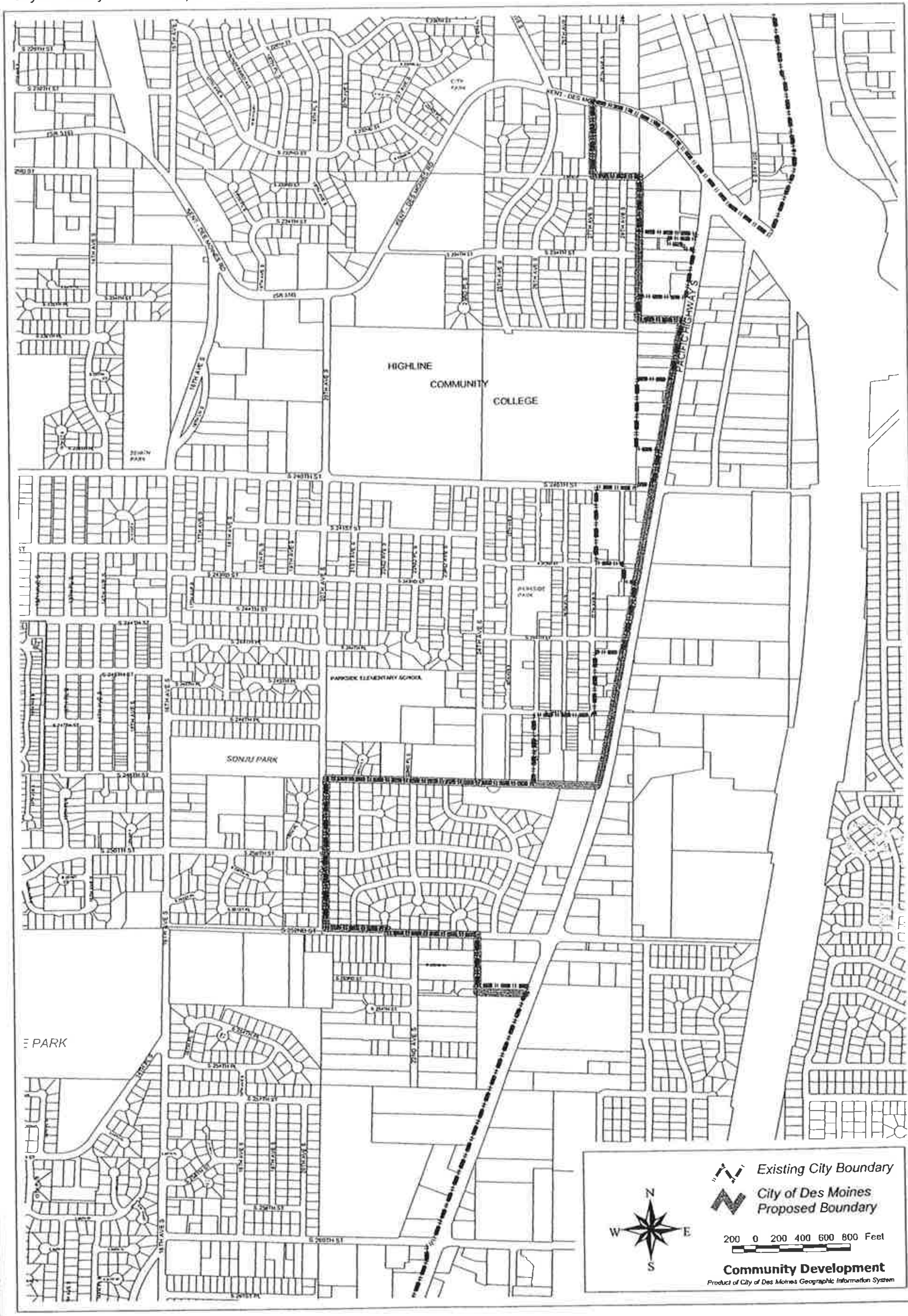
Produced by City of Des Moines GIS

City of Des Moines

City Limit Adjustment Proposal



OLD BUSINESS
Item #1

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Year 2003 Budget Policy Issues

ATTACHMENTS:

-Reinvesting in Youth Information
-Human Serivces Application Material

FOR AGENDA OF: November 14, 2002

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 8, 2002

CLEARANCES:
[ ] ______________

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AJ

Purpose and Recommendation

The purpose of this report is to present to the City Council various budget issues for discussion and direction.

Background

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

Discussion

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

2. Property Tax – As part of the Conceptual Budget Plan, staff assumed that the increase in property tax would be the legally allow 1% of previous year's collections, plus new construction. The 1% equates to additional revenue of approximately $21,000 for 2003. Staff recommends that the City adopt a property tax rate that increases revenue by 1%. It is up to the Council to decide if it wants to do this.

3. Human Services Budget. – The Human Services budget currently allocates funds to various service providers as recommended by the Human Services Advisory Committee. Council may elect to approve these recommendations as submitted or change the allocations by either moving funds from one provider to another or allocating more funds from another source, such as the fund balance or one-time revenues. Councilmember Steenrod had requested that Council discuss the "Reinvesting in Youth" program for possible funding. Attached are the applications submitted for human services funds, the guidelines the committee uses as it puts together its recommendations, and the information regarding "Reinvesting in Youth" that had been distributed to Council in September.

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

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

6. Airport Defense – The Airport Defense Fund has been allocated $150,000 of utility taxes for 2003. The Airport Communities Coalition has requested $200,000 from Des Moines. The City Council may chose to allocate an additional $50,000 now or wait until ACC has determined if needs this level of funding mid-year

7. Efficiency Studies – During discussions with both the full City Council and the Finance and Economic Development Committee, councilmembers asked that staff look into how much it would cost to bring consultants in to review/study departmental operations to see if there are any efficiency and cost savings measures that could be implemented. Efficiency studies/operational reviews can cost anywhere from a few thousand dollars to tens of thousands. Generally, a reasonably thorough review of an operation, such as the building permitting process, personnel processes, or street maintenance activities will run between $5,000 and $15,000. Council may want to allocate funds for such studies in one or more of the following budgets:

    - Surface Water Management
    - Community Development
    - Parks, Recreation and Senior Services
    - Engineering
    - Personnel
    - Finance
    - Information Technology
    - Street Maintenance

8. Revenue Stabilization Fund – The balance of this fund is currently $1.4 million. With the loss of I-695 backfill money, the formula for this fund stipulates a funding level of $1 million. Council can leave this balance as it is or move $400,000 into the General Fund fund balance.

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

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

11. I-776 – With the passage of I-776, Des Moines will loose approximately $270,000 in vehicle registration revenue. The City has used this revenue to fund street overlays. Council may reduce the overlay portion of the Arterial Street Fund, replace this revenue using one of the sources noted in the discussion of I-790, or use one of the cuts not taken to free up funds for overlays.

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

13. Mt. Rainier Swimming Pool – King County has stated that it will close the Mt. Rainier Pool by the end of 2002 if the some other entity doesn't take over operations or the County receives funds to cover the operating deficit. The with King County operating the pool (including the County's overhead charge) is estimated to be between $217,000 and $297,000, depending on what operating scenario is used. The City is working with surrounding cities and the Highline School District to put together a coalition that will provide funding for the County to eliminate the deficit or to take the pool from the County. If the coalition (or one of its members) were to take the pool, there would, in all likelihood, still be an operating deficit to fund. The Council may want to allocate funds, from one of the options noted above, to fund Des Moines' share of addressing the pool's operating deficit.

14. Capital Budget Priorities – At the November 7, 2002, meeting, the City Council expressed the desire to prioritize, add, and delete items in the Municipal Capital Improvement, Surface Water Management, and Arterial Streets budgets. When moving, adding or deleting projects,

Councilmembers should keep in mind that they may or may not be able to apply funding from one project to another. Also, Council may elect to use reserve or one-time revenues to fund projects or choose to implement one of the budget cuts that was not taken in the Conceptual Budget Plan.

Alternatives

None.

Recommendation

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

Concurrence

None.

REINVESTING IN YOUTH

A COMMUNITY PARTNERSHIP

August 27, 2002

COUNCIL - FYI 9-10

Dear Colleague,

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

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

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

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

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

Reinvesting in Youth

Mission

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

Obstacles to Reform

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

Strategy

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

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

Crimes Avoided/Dollars Saved: Reinvesting Making a Difference

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

REINVESTING IN YOUTH

Steering Committee Membership

Norm Maleng – King County Prosecutor; Steering Committee Chair

Terry Anderson – Councilmember, City of SeaTac

Robert Boruchowitz – President, Public Defender Association

Jeanne Burbidge – Mayor, City of Federal Way

Edith Chambers – Representative, Minority Executive Directors' Coalition

Jim Compton – Seattle City Councilmember; Chair, Public Safety Committee

Ed Crawford – Kent Police Chief

Mary Lou Dickerson - Chair, State House Juvenile Justice Committee

Luke Esser – Member, State House Judiciary Committee

Don Felder – Citizen

Larry Gossett – Chair, King County Council Law, Safety and Human Services Committee

Vince Hayes – Representative, South King County Community Network

Laura Inveen - Presiding Judge, King County Juvenile Court

Gil Kerlikowske – Seattle Police Chief

Jeanne Kohl-Welles, Member, State Senate Human Services and Corrections Committee

Conrad Lee – Bellevue City Councilmember

Lois Nicholas - Region Director, State Juvenile Rehabilitation Administration

Greg Nickels – Mayor, City of Seattle

David Okimoto – United Way

Joseph Olchefske - Seattle Public Schools Superintendent

Dave Reichert - King County Sheriff

Dino Rossi - Member, State Senate Ways & Means Committee

Michael Silver - Tukwila Public Schools Superintendent

Ron Sims - King County Executive

Bob Stutz – Region IV Deputy Administrator, Dept. of Social and Health Services

Jeri White – King County Youth and Family Services Association

RISK LEVEL BY HEALTH PLANNING AREA

Based on Assessments of Youth Referred to King County Juvenile Court

For One Year

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

DES MOINES

THE CARING COMMUNITY

DES MOINES HUMAN SERVICES PLAN

April 3, 1997
Wendy A. Morgan
Consultant

Table of Contents
Des Moines Human Services Plan

City of Des Moines
Human Services Plan

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

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

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

DES MOINES HUMAN SERVICES PLAN

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

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

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

(3). **Data Analysis:** Data was analyzed in answer to questions generated by community discussion and direction by the City Administration.

(4). **Policies:** Five policies are defined regarding the City's role with human services. These policies take into account existing resources both within the City and the community in an effort to set achievable goals, reach the largest number of citizenry and carry out the intent of the City's definition and role in human service provision and funding.

EXECUTIVE SUMMARY

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

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

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

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

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

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

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

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

(2). There are a significant number of residents who either live in some form of subsidized housing, receive some form of financial assistance and/or receive free or reduced lunches.

192 live in pubic housing
994 live in subsidized housing
1,564 receive some form of financial aid
1,322 receive free or reduced lunches

(3). Reported cases of domestic violence continued to increase each year between 1993 and 1995. Reported child abuse cases were reduced in 1995 from earlier years. Victim crimes continue to be a problem in Des Moines.

(4). Human Service programs currently funded by the City of Des Moines report increased demand for assistance by Des Moines residents.

(5). The mix and numbers of Des Moines residents remains constant with the exception of annexations, one of which will occur in January, 1997 with the addition of Woodmont and parts of Redondo. 22% of the population is under age 18 and 13% of the population is over 65. 65% of the population is between 19 and 64 years of age.

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

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

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

HUMAN SERVICES POLICIES

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

(1). **Annual 1% General Fund Human Services Allocation.**
The City shall plan an annual budgetary allocation of 1% general fund tax revenues to be distributed through grants to agencies providing human services to Des Moines citizens.

(2). **Human Services Advisory Committee.**
The Human Services Advisory Committee shall advise City Council on distribution of the 1% funding for human services as part of the annual budget process as outlined in DMMC 4.48, and other human services related issues ad directed by Council.

(3). **Year-Round Community Based Human Services Effort.**
The City of Des Moines shall encourage community involvement by individuals, organizations, churches and businesses committed to human services efforts such as: centralizing human services within the City, improving information and referral, and advocating for improved public transportation.

(4). **CDBG Funding for Improved Quality of Life.**
A portion of Des Moines annual CDBG allocation shall support programs such as: basic human service needs, capital housing, economic development, and home repair programs to improve the quality of life for low and moderate income persons.

(5). **Human Services Planning.**
The City of Des Moines shall participate with local and regional human services planning organizations where participation will further the priorities and policies of the plan, and when authorized by the City Council.

- King County Human Services Roundtable
- South King County Housing Forum
- The South King County Youth Violence Prevention Committee

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

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

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

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

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

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

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

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

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

This definition of human services was derived in large part from community surveys and key leader interviews. Citizens agreed that providing emergency assistance, food, shelter, clothing, information and referral and help for victims of domestic violence were central to a concept of human services. In addition, high priority was placed on helping people help themselves and preventing problems before they happen. TABLE 12 in Appendix A of this report provides a summary of the highest ranking choices.

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

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

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

What are the basic values in Des Moines?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TABLE 2: AGES OF DES MOINES AREA RESIDENTS

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

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

TABLE 3: RACIAL MAKE-UP OF DES MOINES CITIZENS

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

Human service planning conclusions from census data are as follows:

(1). A significant population of children and youth (22%) and seniors (13%) may require special attention to nutrition and other dependency issues related to age.

(2). A significant population of limited English speaking residents requires some attention to English as a Second Language and other literacy programs which help people become more independent and able to adapt to the new culture of the United States.

(3). Population growth due to annexations brings a large number of citizens into the City at the same time. This has the potential of creating more use for services than they are equipped to handle Assessing the need and planning for services are important parts of providing human services.

(4). Large numbers of residents between the ages of 19 and 64 (65%) may have needs related to affordable housing, employment and training.

(2). Profile of Low Income Populations and Family Information: Information on the number of low income individuals and families living in Des Moines came from a variety of sources; the King County Housing Authority Section 8 and Public Housing Programs, the Washington State Department of Social and Health Services; the Highline School District free and reduced lunch programs: and, the City of Des Moines Finance Department reduced rates for seniors and disabled. Low income individuals and their families often have need of human services to subsidize their limited resources. Many families depend on the food bank each month to help stretch their meal planning. Others count on clothing banks and cash assistance to stay warm or keep their housing when crises occur.

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

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

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

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

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

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

TABLE 5: HIGHLINE SCHOOLS LOCATED IN DES MOINES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

***Also has 45 students in the Challenge Program**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

What are housing issues in Des Moines?

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

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

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

How do people access human services in Des Moines?

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The area of service identified in the Summit sessions as lacking in Des Moines was affordable health care. Both Summit sessions mentioned this issue and both issues were listed as moderate concerns in the key leader interview. Currently low income individuals who need public health services must go to either Kent, White Center or Federal Way. This is a particularly difficult trip given the bus routes, none of which go directly to the service needed by Des Moines residents. Often those needing the service the most are least able to travel to a clinic. Small children, mothers with more than one small child and fragile seniors are two such groups.

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

What effects will welfare reform have on Des Moines residents ?

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

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

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

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

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

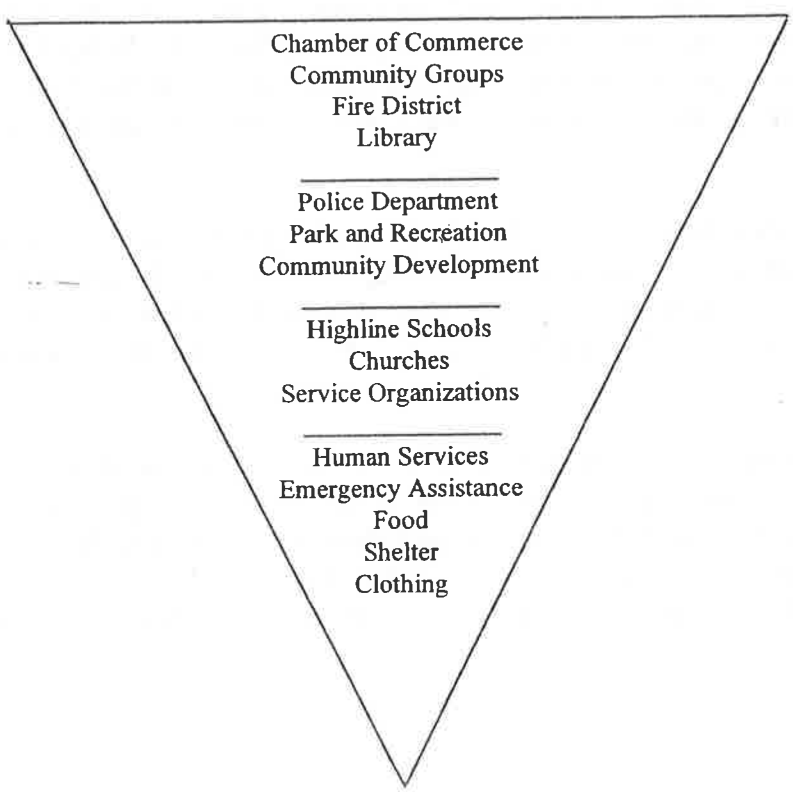
What are the resources in the Des Moines Community that make up the "caring community?"

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

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

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

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



COMMUNITY CARING ORGANIZATIONS AND INDIVIDUALS

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

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

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

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

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

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

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

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

CITY DEPARTMENTS

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

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

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

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

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

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

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

League sports (youth, teen, adult & Senior)
General recreation
Historical and Cultural Activities
Senior Citizens Activities
Parks, Trails and Pathways
Continuing Education
Individual sports and fitness
Trails and Pathways
Special Events/Festivals
Youth and Teen Outreach
(After School and Teen Night programs)

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

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

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

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

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

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

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

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

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

REGIONAL PLANNING BODIES AND WORK GROUPS

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

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

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

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

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

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

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

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

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

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

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

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

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

TABLE 9: FEDERAL WAY 1996 HUMAN SERVICES FUNDING

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

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

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

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

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

TABLE 10: KENT 1996 HUMAN SERVICE AND RELATED FUNDING

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

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

TABLE 11: 1997 CITY OF RENTON HUMAN SERVICE FUNDING

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

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

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

TABLE 12: 1997 CITY OF SEATAC PUBLIC SERVICE FUNDING

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

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

TABLE 13: 1997 CITY OF TUKWILA HUMAN SERVICE FUNDING

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

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

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

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

What are some promising approaches for human services?

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

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

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

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

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

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

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

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

(1). The crime rate in multi-family communities will be reduced.

(2). Families will stay longer if they feel safe in their homes. Having families bond with the community and children stay in the same school longer are very important to preventing future problems.

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

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

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

What human services ideas emerged from the 1996 Community Summit?

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

(1). Create a one-stop multi-service center to house human services.

(2). Improve communications between groups concerned with human services including the consumers.

(3). Provide more transitional shelters for families.

(4). Hold a Volunteer Information Fair to get citizens more involved.

(5). Offer more public health services at local sites in Des Moines.

(6). Work with the School District Family Support Centers to set up a rental scholarship fund for the families of children who need to improve their school attendance. It would be an agreement between the family and the scholarship fund or church sponsor (donations would be from members of the church) that as the children's attendance improved, part of their monthly rent would be paid by the fund.

(7). Continue the Open House with broad-based community support including the Chamber of Commerce in conjunction with other interested individuals and groups.

HUMAN SERVICES COMMITTEE
2003 FUNDING RECOMMENDATIONS
9/6/02

Requesting Agency	2002 Allocation	2003 Request	Grant Summary	Executive Target-$74,664	10% Cut-$67,198	15% Cut-$63,465
Auburn Youth Services	0	$3,500	Mobile outreach to homeless and runaway youth in S. King Co.	$3,500	$3,150	$2,975
Catholic Community Services: -Emergency Assistance -Katherine's House -Children's Domestic Violence Program	 $6,000 0 0	 $6,000 $2,000 $2,000	Emergency Assistance Program. Service to homeless chemically dependent women in recovery. Helping children who have witnessed domestic violence.	 $6,000 0 0	$5,400	$5,100
Center for Career Alternatives	0	$21,172	Low Tech, High Wages Initiative	0		
CHANGES Support Group	$1,500	$2,000	Parent Support Group	$1,500	$1,350	$1,275
Child Care Resources	$1,334	$2,600	Childcare resources and referral	$1,334	$1,201	$1,134
Crisis Clinic: -Telephone Services -Teen Link	 $2,000 $1,000	 $5,000 $3,000	 Telephone services Teen crisis line	 $2,500 $1,030	 $2,250 $927	 $2,125 $876
DAWN	0	$10,000	Confidential Domestic Violence Shelter	$5,000	$4,500	$4,250
Des Moines Area Food Bank	$25,000	$29,500	Food for those less fortunate	$25,000	$22,500	$21,250
Des Moines Parks & Recreation- After School Program	0	$8,000	After School Program At North Hill Elementary	$5,000	$4,500	$4,250
HCC- Volunteer Literacy Program	$2,000	$2,000	Volunteer Literacy Program	$2,000	$1,800	$1,700

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

:2003ALLOCATIONS.doc

South King County Cities

Human Services General Fund

2003 Application

City of Des Moines

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

This following cities accept this common application:

Auburn
Burien
Covington
Des Moines
Federal Way
Kent
Renton
SeaTac
Tukwila

❖ Contact List

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

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

❖ Information for the City of Des Moines

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

Amount of grant available:	Approximately $60,000
Submittal requirements:	*One* signed original application with NO attachments and *seven* copies of signed application. Do not bind, staple, or cover the documents Do not submit instructions
Contact:	Sue Padden, Senior and Human Services Manager *Phone:* 206-870-6584 *Fax:* 206-878-2260 *E-mail* *Spadden@cityofdesmoines.com*

Allocation Process:

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

❖ Application Instructions

The South King County cities have collaborated to produce a "Common Application" for general fund human services and CDBG funding. Local policies and processes necessitate some variations. **Therefore, you must obtain an application and instructions from each jurisdiction from which funding is requested. Throughout the following instructions, *"City"* refers to the City to which you will submit the application.**

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

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

Application Instructions

Part I Agency Profile

Part I should be completed only once.

To start. With the cursor in question one, select the View menu, then Headers and Footers. In the Header – Section 2 box, type of the name of the agency and the program name in the cells provided. If you are submitting an application for more than one program, revise this header for each program you are submitting.

Question 1. Both the Agency Executive Director and the Board President/Chair signatures are required for this application.

Question 2. The funding amounts requested in this chart refer only to those amounts requested from the *City.*

Question 3. Self-explanatory

Question 4. Answer the questions regarding the Board of Directors.

Community Coordination

Question 5. Provide a description of the program's efforts to increase awareness regarding program services within the community. Describe any surveys, marketing brochures or other means your program may have employed to reach consumers. Provide a description of the efforts your program will take in 2003 to increase and maintain awareness regarding program services within the community. Describe any surveys, marketing brochures or other means your program will employ to reach consumers.

Question 6. Discuss the relationships you have developed to collaborate with others to provide services to the community. Include the specific agencies you are collaborating with and what you do.

Question 7. Self-explanatory

Accessibility and Cultural Relevance

Question 8. Cite specific examples for each of the six listed factors which impact program accessibility.

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

Part II: Program Profile

Program Summary

Question 9. List the official title of the program for which funding is requested.

Question 10. List one person as the contact that can answer questions specific to this program.

Question 11. Provide the address of the physical location(s) where the services will be provided. If the location is confidential, state such.

Question 12. Briefly describe the program for which funding is requested. Include a summary of program goals, objectives and the target population.

Question 13. If the scope or services of the program have changed (or are expected to change), please briefly describe. Discuss the contingency plans for any decreases in funding.

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

Program Budget

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

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

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

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

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

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

Custodian	.5	1 part-time	$24,000 - $28,500	$4395

Also calculate the percentage of the total program budget that is used for program administration and insert that percentage in the box to the right of the question.

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

Performance Measures

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

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

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

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

Outcome Measures

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

See Appendix E, Outcome Measures Example for guidance.

Demographic Information

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

Definitions:

Income Level: Use the guidelines provided in Appendix A.
Sex: Self-explanatory
Female Headed Household: Single parent, female headed households
Age: Self-explanatory
Ethnicity: Self-explanatory
Disabling Condition: Use definition of disabling conditions provided in Appendix B
Limited English Speaking: Clients for whom English is a second language and who require interpretive or translation services.

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

Attachments

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

❖ Human Services General Fund Application

Part I: Agency Information

✪ Complete this section once for your agency ✪

1. Applicant Name and Address

____

____

____

____
E-mail address (if applicable)

____
Signature of Agency Board President

Signature of Agency Director

____
Signature

____
Name and Title

____
(Area Code) Telephone

____
(Area Code) Fax Number

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

Attach Program Contact Sheet –Appendix D

2. Program Cost: List each program for which the agency is submitting an application for 2003 funding.

Program Title	2003 General Funds Requested
Totals All Programs	

Agency: ______________________ Program: ______________________

3. Summarize current services provided by your agency
4. Board of Directors information How many current board members are there? [ ] How many positions are currently vacant? [ ] How many board members are from the City of Des Moines? [ ] How many board meetings were held in the last 12 months? [ ] How many meetings had a quorum present? [ ] What are the requirements for board membership and how does the agency recruit members?

Agency: ______________________ Program: ______________________

Community Coordination

5.	**How does your agency make its services known to the community?**
6.	**With whom does the agency collaborate to provide services? Be specific and give examples.**
7.	**Describe how the agency uses volunteers and what positions they fill.**

Agency: ______________________ Program: ______________________

Accessibility and Cultural Relevance – New Agencies Only

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

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

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

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

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

Yes ☐ No ☐ If yes, TTY/TDD ______________________

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

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

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

Part II: Program Description

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

9. Title of Proposed Program
10. Program Contact Person: This must be someone who will be available to answer questions during July and August Name and Title ______ (Area Code) Telephone ______ E-mail address (if applicable) ______ (Area Code) Fax Number ______
11. Program Location(s)
12. Program Summary: Describe the target population, program goals and objectives for this program.

Agency: ______________________ Program: ______________________

13. Describe program modifications during the past year or expected in the next year
14. Document the health or human service issue this program will address. Is there any particular population that is having a significant impact on the program? Explain

Agency: ______________________ Program: ______________________

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

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

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

Agency: ______________________ Program: ______________________

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

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

18. Program Budget – Detailed Personnel Costs

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

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

Agency: ______________________ Program: ______________________

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

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

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

Define each service unit.

1
2
3
4

Agency: ____________________ Program: ____________________

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

RESOURCES	ACTIVITIES	OUTPUTS	OUTCOMES

Agency: ______________________ Program: ______________________

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

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

Agency: ______________________ Program: ______________________

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

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

CHECKLIST
FOR REVIEWING
HUMAN SERVICES APPLICATIONS

YES	NO	
❑	❑	Does the proposal primarily benefit Des Moines residents?
❑	❑	Does proposal meet the City's priorities for funding: 1. meet basic & emergency needs (food, shelter, clothing, and safety) 2. program which is preventative in nature and promotes healthy, violence free families and self-dependence. 3. program that seeks to maintain & enhance the quality of life in persons whose basic human needs are already met.
❑	❑	Will this proposal fill a gap or unmet need?
❑	❑	Is this proposal appropriate for Des Moines, or are other agencies or levels of government more suited to provide the service?
❑	❑	Has the City funded the agency before?
❑	❑	Does the proposal provide culturally appropriate services to diverse populations?
❑	❑	Do the proposal outcomes appear achievable?
❑	❑	Is the program accessible? (easy to get to for Des Moines residents, ADA requirements being met, hours of operation, etc.)
❑	❑	Does the proposal make sense? Is it logical?
❑	❑	If the program serves multiple cities, have the other cities been asked to also fund the services?
❑	❑	Is the amount of money requested proportionate to the number of Des Moines residents being served?
❑	❑	Will City funding supplant other monies (i.e., client donations or fund-raisers)?
❑	❑	Is there evidence of collaboration with other agencies?

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:
Public hearing regarding Year 2003 Budget and adoption of Year 2003 Budget

ATTACHMENTS:
Draft Ordinance No. 02-246
Appendix A

FOR AGENDA OF: November 14, 2002

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 12, 2002

CLEARANCES:
[ ] Finance pl
[ ] Legal

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AT

Purpose and Recommendation

Conduct public hearing regarding Year 2003 Budget.

Suggested motion:
"To move Draft Ordinance No. 02-246 to a second reading on November 21, 2002."

Background

The budget has been discussed over the last several months. At the November 14th Council meeting, Council will provide final policy direction. The 2003 budget is summarized in Appendix A.

Recommendation

It is recommended that the City Council move Draft Ordinance No. 02-246 to a second reading on November 21, 2002.

CITY ATTORNEY'S FIRST DRAFT, 11/05/02

DRAFT ORDINANCE NO. 02-246

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON adopting the final budget for the City of Des Moines, Washington, for the fiscal year ending December 31, 2003, in summary form, ratifying and confirming revenues and expenditures previously implemented for fiscal year 2002, as such revenues and expenditures form the basis for development of the budget for fiscal year 2003, approving revenues and expenditures for fiscal year 2003, and temporarily suspending the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2003 budget might be inconsistent.

WHEREAS, the City Manager for the City of Des Moines has prepared and submitted a preliminary budget for the fiscal year ending December 31, 2003 to the City Council and has filed this budget with the Finance Director, and

WHEREAS, the City Council finds that the City Manager's proposed budget for fiscal year 2003 reflects revenues and expenditures that are intended to ensure provision of vital municipal services at acceptable levels, and

WHEREAS, the City Council finds that the City Manager's proposed budget for fiscal year 2003 appropriately relies upon anticipated year-end balances derived from revenues and expenditures previously approved and authorized by the City Council as part of the City's budget for fiscal year 2002, and

WHEREAS, the City Council finds that the fund adjustments and transfers proposed by the City Manager for fiscal year 2003 are necessary and in the public's interest, and

WHEREAS, by motion regularly passed, the Des Moines City Council scheduled a public hearing for November 14, 2002, to take public comment with respect to the proposed 2003 budget, and

WHEREAS, notice of the public hearing was given to the public in accordance with law and a public hearing was held on the 14th day of November, 2002, and all persons wishing to be heard were heard; now therefore,

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

Sec. 1. The findings set forth in the preamble to this ordinance are hereby adopted and incorporated by reference.

Sec. 2. Based on the findings adopted herein, the City Council temporarily suspends the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2003 budget might be inconsistent.

Sec. 3. The fund adjustments and transfers proposed by the City Manager for fiscal year 2003, which are incorporated in the preliminary budget for fiscal year 2003, are hereby authorized and approved by the City Council.

Sec. 4. Because the City's budget for fiscal year 2003 relies upon anticipated year-end fund balances or shortages derived from revenues collected and expenditures incurred in fiscal year 2002, the City Council hereby ratifies and confirms all revenues, from whatever source derived, and expenditures incurred by the City to the extent such revenues and expenditures are in accordance with the City's budget for fiscal year 2002 or any subsequent budget amendments formally approved by the City Council.

Sec. 5. The City Council hereby adopts, affirms and approves any and all revenues, from whatever source derived, and expenditures as referenced in the attached budget for fiscal year 2003.

Sec. 6. The final budget for the City of Des Moines' fiscal year 2003 is hereby adopted and approved in summary form as set forth in the attached Appendix "A", which is by this reference incorporated herein.

Sec 7. Severability - Construction.

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

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

Sec 8. Effective date. This ordinance shall take effect and be in full force (5) five days after its passage, approval and publication in accordance with law.

PASSED BY the City Council of the City of Des Moines this 14th day of November, 2002 and signed in authentication thereof this 14th day of November, 2002.

____
M A Y O R

APPROVED AS TO FORM:

____
City Attorney

ATTEST:

____
City Clerk

Published: _____________

ORDINANCE NO. 02-246
APPENDIX A

	2003 BUDGET	Expenditure	Ending Fund Balance	Total	Revenue	Beginning Fund Balance	Total
001	General Fund	12,438,908	1,090,293	13,529,201	13,235,918	293,283	13,529,201
101	Street Fund	815,297	404,691	1,219,988	818,000	401,988	1,219,988
102	Arterial Street Fund	8,171,366	1,564,619	9,735,985	8,030,469	1,705,516	9,735,985
104	Revenue Stabilization Fund	-	1,491,212	1,491,212	29,500	1,461,712	1,491,212
105	Airport Defense Fund	172,070	100	172,170	154,000	18,170	172,170
106	Facility Repair and Replacement Fund	80,000	163,647	243,647	64,752	178,895	243,647
107	Police Drug Seizure Fund	20,000	-	20,000	20,000	-	20,000
150	Grant Control Fund	146,936		146,936	146,936	-	146,936
211	1995 GO Bond - Police Facility	562,675	3,847	566,522	562,675	3,847	566,522
212	LID Fund	51,656	-	51,656	51,656	-	51,656
216	1997 GO Bond - City Hall Remodel	133,343	10,585	143,928	133,343	10,585	143,928
218	1998 GO Park Land Acquisition	168,643	-	168,643	168,643	-	168,643
220	Debt Service Fund	25,640	-	25,640	25,640	-	25,640
310	Municipal Capital Improvements	1,322,215	127,055	1,449,270	1,261,066	188,204	1,449,270
401	Marina Revenue Fund	3,036,082	383,058	3,419,140	2,869,915	549,225	3,419,140
404	Marina Depreciation & Improvement	3,009,320	2,544,122	5,553,442	985,850	4,567,592	5,553,442
450	Surface Water Operations Fund	1,225,000	100,000	1,325,000	1,225,000	100,000	1,325,000
451	Surface Water Capital Fund	4,188,747	1,889,117	6,077,864	4,932,415	1,145,449	6,077,864
500	Equip Rental Operations	277,053	145,201	422,254	273,880	148,374	422,254
501	Equip Rental Replacement	-	927,829	927,829	16,000	911,829	927,829
510	Computer Equipment Operations Fund	149,603	16,195	165,798	136,300	29,498	165,798
511	Computer Equipment Capital Fund	15,000	56,439	71,439	1,200	70,239	71,439
520	Self-Insurance Fund	407,948	78,320	486,268	397,999	88,269	486,268
530	Unemployment Insurance Fund	20,000	264,058	284,058	25,500	258,558	284,058
	TOTAL	36,437,502	11,260,388	47,697,890	35,566,657	12,131,233	47,697,890

PUBLIC HEARING

passed · 6·0

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:
Year 2003 Special and General Property Tax Levies

ATTACHMENTS:
Draft Ordinance No. 02-248

FOR AGENDA OF: November 14, 2002

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 12, 2002

CLEARANCES:
[ ] Finance pl
[ ] Legal

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AP

Purpose and Recommendation

First Motion: "I move to suspend Rule 26(b) in order to enact Draft Ordinance No.02-248 on first reading."

Second Motion: "I move to enact Draft Ordinance No. 02-248, determining the amount of funds to be raised by ad valorem taxes for the year 2003 for general City expenditures and the 1995 general obligation bonds for police facility construction."

Background

Special Property Tax
Included in draft Ordinance No. 02-248 is special property tax levy. Special property tax levies are exclusive from general property in that they represent a funding source dedicated for a specific purpose. In the case of the City, a special levy exists to fund debt service for the police facility ($562,675). The levy amount changes annually based on the debt service requirements.

General Property Taxes
At this time, the value of state-assessed property (increase in utility value) has not been received from King County. As such, the ordinance has been written so that property tax revenue will increase by 1.0% plus new construction plus annexations plus state-assessed property increases. The dollar increase over last year's levy, other than new construction and state-assessed property increases, is $20,859. The dollar increase due to new construction is $19,710. It is important to note that the general property levy

rate will decrease from the current amount of $1.40 to $1.33 per $1,000 of assessed value, based on preliminary numbers. The City's maximum levy rate is $1.60 per $1,000 of assessed value.

Recommendation

It is recommended that the City Council suspend Council Rule 26(b) and pass Draft Ordinance No. 02-248, determining the amount of funds to be raised by ad valorem taxes for the year 2003 for general City expenditures and the 1995 general obligation bonds for police facility construction.

CITY ATTORNEY'S FIRST DRAFT 11/07/02

DRAFT ORDINANCE NO. 02-248

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON determining and fixing the amount of funds to be raised by ad valorem taxes for the year 2003 for general City expenditures and for the 1995 general obligation bonds for police facility construction.

WHEREAS, by law, the King County Assessor is responsible for determining the assessed valuation of all taxable property situated within the boundaries of the City of Des Moines for the year 2003, and

WHEREAS, the voters, in accordance with Ordinance No. 1117, at the April 25, 1995 special election, authorized the issuance of City police station construction bonds to be redeemed with annual excess levies, which amount for the year 2003 requires $562,675.00 and

WHEREAS, the City Council and the City Manager have considered the anticipated financial requirements of the City of Des Moines for the fiscal year 2003, and

WHEREAS, pursuant to chapters 84.52 RCW and 84.55 RCW, the City Council is required to determine and fix by ordinance the amount of funds to be raised by ad valorem taxes and confirm the dollar and percentage increase, if any, above the previous year's levy; now therefore,

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

Sec. 1. Consistent with RCW 84.55.120, the City Council declares that it is limiting the permitted increase in City property taxes for the 2003 tax levy to one percent (1.0%) above the 2002 tax levy, plus new construction, annexations, improvements to property and any increase in the value of state-assessed property.

Sec. 2. The following amounts are determined and fixed as the amounts of funds to be raised by ad valorem taxes for the year 2003 for general City expenditures and for the 1995 general obligation bonds for police facility construction:

(1) The tax levy for the fiscal year 2003 in the City of Des Moines shall be one percent (1.0%) above the 2002 tax Levy, plus new construction, annexations, improvements to

property and any increase in the value of state-assessed property, or the maximum allowing by law, and

(2) The sum of $562,675.00 representing the required levy for the 1995 general obligation bonds for police facility.

Sec. 3. Upon adoption, the City Clerk shall certify and forward a copy of this ordinance to the Metropolitan King County Council and County Assessor for King County, Washington.

Sec. 4. Severability - Construction.

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

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

Sec. 5. Effective date. This ordinance shall take effect in full force five (5) days after is passage, approval and publication according to law.

PASSED BY a majority of at least five (5) members of the City Council of the City of Des Moines this ____ day of November, 2002 and signed in authentication thereof this ____ day of November, 2002.

____
M A Y O R

APPROVED AS TO FORM:

____
City Attorney

ATTEST:

____
City Clerk

Published: ____________

DRAFTORD02-248

passed to 2d reading

NEW BUSINESS
Item #4

AGENDA ITEM

5-0

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:
Sale and issuance of $5,460,000 limited tax obligations bonds, 2002, to provide funds to advance refund the City's Marina Revenue Bonds of 1968 and fund capital improvements identified in Phase One of the Comprehensive Marina Master Plan.

ATTACHMENTS:
Draft Ordinance No. 02-258.

FOR AGENDA OF: November 14, 2002

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: November 8, 2002
CLEARANCES:
[X] Marina ______________________
[X] Legal ______________________

APPROVED BY CITY MANAGER
FOR SUBMITTAL: ______________________

A. Purpose & Recommendation

The purpose of this action is to adopt an ordinance that will enable the City to issue bonds to finance the projects identified in Phase One of the Comprehensive Marina Master Plan that was adopted by the City Council in June of 2001.

SUGGESTED MOTION: "I move to place, on the November 21, 2002 calendar for second reading, Draft Ordinance No. 02-258 providing for the sale and issuance of $5,460,000 limited tax obligations bonds, 2002, to provide funds to advance refund the City's Marina Revenue Bonds of 1968 and fund capital improvements identified in Phase One of the Comprehensive Marina Master Plan."

B. Background

In 1998 the City began to develop a comprehensive plan for the future of the Marina. The goals of the plan were threefold:

- Identify trends in the recreational boating industry and develop a strategic business plan.
- Determine when and how each of the Marina's major assets will be replaced.
- Develop a plan for the uplands area of the Marina that slows traffic, provides adequate parking, creates safe places for pedestrians, and identifies facilities and amenities that serve the general public.

The Plan was completed and adopted by the Council in June of 2001.

The Comprehensive Marina Master Plan contains the following major recommendations

- To meet the projected demand for larger slips, the Plan recommends reconfiguring the docks to create more 32, 36, 40 and 50 foot covered moorage. Some of the 20 and 24 foot covered docks would be removed and replaced with 36, 40 and 50-foot open moorage. This project would be completed in three phases beginning in 2007, with completion expected in 2010.
- The Marina will continue to provide public launching services. The Master Plan recommends combining the public launch with the dry shed launch and designing the parking to accommodate 4000 launches per year.
- The Master Plan recommends expanding the guest moorage to about twice its present size and changing the Marina's guest moorage policies to accommodate organized and individual cruisers by taking advance reservations and providing the necessary facilities. The Master Plan also recommends starting a "hot berthing" program as soon as possible.
- The Master Plan recommends building and operating a dry stack storage unit on the Quarter Master Property. This service will target the 32 foot and under boat.
- The Master Plan recommends redesigning the South Lot and Marina Park area to provide sidewalks and pedestrian areas.
- The Master Plan recommends redesigning and replacing the entire seawall and sidewalk in phases, beginning with the North portion of the seawall.

The projects discussed in Chapter Three of the Comprehensive Marina Master Plan are designed to accomplish the recommendations listed above. The projects and phasing, (with estimated costs), are listed below.

Phase One	
Dry Stack Boat Storage	$1,150,000
Upgrades to the Electric Power Distribution System	$750,000
Install Stand Pipe, (Fire suppression), system	$150,000
New Decking, N through H Docks	$100,000
Redondo Improvements – Construction Phase	$450,000
Expanded Guest Moorage – Design and Permits	$685,000
Replace North Seawall	$985,000
Leasehold Improvements to Boat Yard & Restaurant	$75,000
Remodel South Restroom	$25,000
Total	$4,370,000

Phase Two	
Expanded Guest Moorage Project	$4,400,000
Commercial/Retail Building	$250,000
Seawall Replacement – N to I Dock	$1,600,000
Replace South Marina Restroom	$250,000
Reconfigure Floating Docks – Design & Permits	$450,000
Total	$6,900,000

Phase Three

Seawall Replacement – I to A Dock	$1,885,000
Reconfiguration and Replacement of Floating Docks	$4,715,000
Total	$6,600,000

C. Discussion

The projects in Phase One of the Master Plan have been reviewed and discussed by the Municipal Facilities Committee with the exception of the leasehold improvement projects. This is a project recommended by staff that does not directly address the master plan recommendation but provides upgrades to the boat repair yard building and the restaurant building that will correct fire and health code deficiencies. The Committee made several recommendations that would enhance safety and usability of the floating docks. These recommendations included some modifications to the phasing of the projects and the addition of a fire suppression system and upgrades to the south restrooms. to the list of projects funded in the first phase. These recommendations have been incorporated into the list of projects shown above.

The Municipal Facilities Committee also discussed the financing options available to the City. Because the bond market is not favorable for revenue bonds for municipal recreational facilities, the City's financing options are limited. The recent revenue cuts experienced by the City also make qualifying for a favorable bond rating and a successful bond issuance more challenging. Seattle Northwest Securities, the City's bond underwriter recommends that the City issue LTGO bonds, guaranteed by Marina revenues. The implications of this recommendation are discussed below.

D. Alternatives

- Passing Draft Ordinance No.02-258, authorizing the City to issue bonds to finance the first phase of the Marina Master Plan.
- Passing a modified Draft Ordinance No.02-258, authorizing a smaller bond issue to finance specified projects in the first phase of the Master Plan
- No Action –

E. Financial Impact

The financial impact of issuing $5,460,000 in Limited General Obligations Bonds primarily provides for $4,270,000 in net proceeds to fund Phase One of the Marina capital improvements identified in the Marina Master Plan, and advance refunds the Marina Revenue Bonds of 1968, of which $1,037,000 in principal is currently outstanding. The advance refunding provides a release of the following bond covenants: 1) the Marina Revenue Bond and Interest Sinking Fund of $495,300; 2) the Repair and Replacement Reserve Fund of $300,000, and 3) debt service coverage requirement for the Marina annual net revenues to have been equal to or at least 1.50 times the average annual requirements for principal and interest of the outstanding bonds.

The $5,460,000 Limited General Obligation Bonds, 2002, will have the following bond covenants: 1) debt service coverage requirement for the Marina annual net revenues to be equal to 1.25 times the average annual requirements for principal and interest of the outstanding bonds, and 2) Debt Service Reserve requirement of $391,188.

Staff has concluded from analyzing Marina revenue and expense projections that the debt service coverage ratio of 1.25 times will be met and that the Marina has sufficient resources to pay the outstanding principal and interest on the bonds when due.

The Marina will continue to reserve the $300,000 former Repair and Replacement reserve for unforeseen events. We expect to contribute an additional $300,000 over the next four years from the general operations of the Marina to fund capital improvement projects not funded by bond proceeds, such as the leasehold improvements.

F. Recommendation

Staff recommends that the City Council authorize the issuance of $5,460,000 in Limited General Obligation Bonds, 2002 by adopting Draft Ordinance No. 02-258.

G. Concurrence

The Municipal Facilities Committee, Finance Department, and Legal Department all concur with this action.

CITY OF DES MOINES, WASHINGTON

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to the incurrence of indebtedness; providing for the sale and issuance of $___________ limited tax general obligation bonds, 2002, to provide funds to advance refund the city's Marina Revenue Bonds of 1968 and to pay part of the costs necessary to carry out certain capital improvements to the city's marina, providing for the date, denominations, form, terms, registration privileges, maturities, interest rates and covenants of the bonds; providing for the annual levy of taxes to pay the principal of and the interest on such bonds; establishing a debt service account for the bonds and providing for the sale and delivery of such bonds to Seattle-Northwest Securities Corporation, Seattle, Washington.

WHEREAS, pursuant to Ordinance No. 265, the city has heretofore issued and sold the 1968 Bonds, of which $1,037,000 in aggregate principal amount are currently outstanding; and

WHEREAS, pursuant to chapter 39.53 RCW, the city is authorized to sell and issue, without an election, limited tax general obligation bonds of the city to refund the 1968 Bonds; and

WHEREAS, the refunding of the 1968 Bonds will provide for a modification of the covenants and other terms of such bonds; and

WHEREAS, pursuant to _______ passed on _______________, the city council of the city adopted the city's Marina Master Plan, which contains a capital plan recommending certain capital improvements to be made to the Marina including the Marina Improvements; and

WHEREAS, the city deems it necessary and advisable that $__________ in aggregate principal amount of limited tax general obligation bonds now be issued and sold to provide funds to pay the costs of the Project; and

WHEREAS, the incurrence of indebtedness by the city to carry out the Project will not cause the total indebtedness of the city to be incurred without the assent of the voters of the city to exceed the limitations set forth in Chapter 39.36 RCW; and

WHEREAS, Seattle-Northwest Securities Corporation (the "Purchaser") has offered, by way of the Bond Purchase Agreement (the "Purchase Agreement"), to purchase such limited tax general obligation bonds upon the terms and conditions set forth below; now therefore,

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

Section 1. Definitions. Unless the context otherwise requires, the terms defined in this section, for all purposes of this ordinance (including the recitals hereto) and of any ordinance supplemental hereto, shall have the meanings herein specified; words importing the singular number include the plural number and vice versa:

"Annual Debt Service" means, in any year, that year's total of principal and interest requirements for the then-outstanding Bonds (except the principal maturity of any Bonds issued as term bonds), plus any mandatory sinking fund or mandatory bond redemption requirement for such Bonds for that year.

"Beneficial Owner" means, with respect to any Bond, the Person named on the records of the Custodian as having the right, without a physical certificate evidencing such right, to transfer, to hypothecate and to receive the payment of the principal of, premium, if any, and interest on such Bond as the same becomes due and payable.

"Bond Fund" means the account in the Marina Revenue Fund designated as the "Limited Tax General Obligation Bond Account, 2002" created in Section 20 of this ordinance.

"Bond Insurer" means ____.

"Bonds" means the City of Des Moines, Washington, Limited Tax General Obligation Bonds, 2002, dated December 1, 2002, in an original aggregate principal amount of $________, the sale and issuance of which are authorized by this ordinance.

"Bond Register" means the registration books on which are maintained the names and addresses of the owners or nominees of the owners of the Bonds.

"Book-Entry Termination Date" means the fifth business day following the date of receipt by the Registrar of the city's request to terminate the book-entry system of registering the beneficial ownership of the Bonds.

"city" means the City of Des Moines, Washington, a code city, organized and existing under State law.

"city council" means the City Council of the City.

"Closing" means the date and time when the Bonds are delivered to the Purchaser in exchange for payment in full therefor.

"Code" means the Internal Revenue Code of 1986, as heretofore or hereafter amended, together with all applicable rulings and regulations heretofore or hereafter promulgated thereunder.

"Custodian" means (a) The Depository Trust Company, New York, New York, or (b) any successor thereto engaged by the city to operate a book-entry system for recording, through electronic or manual means, the beneficial ownership of the Bonds, in which system no physical certificates are issued to the Beneficial Owners of the Bonds, but in which a limited number of physical certificates are issued to and registered in the name of the Custodian or its nominee, and delivered to the Custodian; provided, that such book-entry system operated by the Custodian may include the use of subsystems of recording the beneficial ownership of Bonds which are operated by parties other than the Custodian and the use of a nominee for the Custodian; and the term "Custodian," as used herein, includes any party operating any such subsystem.

"Escrow Agreement" means that certain agreement between the city and the Escrow Trustee, dated as of Closing.

"Escrow Trustee" means ____________________________, acting in its fiduciary capacity as escrow trustee pursuant to the Escrow Agreement.

"Escrow Obligations" means those certain Government Obligations necessary to accomplish the Refunding Plan, as set forth on Schedule 1 to the Escrow Agreement.

"Government Obligations" means "government obligations," as defined in Chapter 39.53 RCW, as now in existence or hereafter amended.

"Letter of Representations" means the Letter of Representations, between the city and the Custodian pertaining to the payment of the Bonds and the "book-entry" system for evidencing the beneficial ownership of the Bonds prior to the Book-Entry Termination Date.

"Marina" means the small boat harbor and marina owned and operated by the city. df

"Marina Improvements" means certain capital improvements to the Marina, including but not limited to, the improvements described in the Marina Master Plan of the city, including construction of a dry stack board storage facility, upgrades to the electrical distribution system, improvements to the Redondo Boat Ramp, reconstruction of the north seawall, improvements to the south parking lot and certain preliminary work on the guest moorage expansion project.

"Marina Revenue Fund" means that special fund of the city into which all Revenue of the Marina (except for earnings in any special fund for the redemption of revenue obligations of the Marina) shall be deposited.

"MSRB" means the Municipal Securities Rulemaking Board.

"Net Revenue" means the Revenue of the Marina less the Operating and Maintenance Expense.

"1968 Bonds" means the city of Des Moines Marina Revenue Bonds of 1968, in the outstanding aggregate principal amount of $1,037,000 as of this date.

"NRMSIR" means a nationally recognized municipal securities information repository designated by the SEC.

"Operating and Maintenance Expense" means all necessary operating expenses of the Marina, current maintenance charges, expenses of reasonable upkeep and repairs, properly allocated share of charges for insurance and all other expenses incident to the operation of the Marina, but shall exclude depreciation, all general administrative expenses of the city and the payment into the Repair and Replacement Reserve Account, established in Ordinance No. 265.

"ordinance" means this Ordinance No. ______ of the city.

"Owner" means the person named as the registered owner of a Bond on the Bond Register.

"Preliminary Official Statement" means the Preliminary Official Statement pertaining to the Bonds, dated _________, 2002.

"Project" means the following project to be financed, in whole or in part, with proceeds of the Bonds: (1) advance refunding the 1968 Bonds pursuant to the Refunding Plan, (2) paying part of the costs of the Marina Improvements, (3) paying the premium for the bond insurance policy for the Bonds, and (4) paying the costs of issuing the Bonds.

"Project Fund" means the city's Marina Depreciation and Improvement Fund.

"Purchase Agreement" means the Bond Purchase Agreement for the Bonds by and between the city and the Purchaser, which written Purchase Agreement is on file with the city clerk and is incorporated herein by this reference.

"Purchaser" means Seattle-Northwest Securities Corporation.

"RCW" means the Revised Code of Washington, as amended.

"Refunding Plan" means the plan to refund all of the 1968 Bonds with a portion of the proceeds of the Bonds, all as more particularly defined and described in the Escrow Agreement.

"Registrar" means the fiscal agency of the State in New York, New York (as of the date of Closing, The Bank of New York) and the co-fiscal agent in Seattle, Washington (as of the date of Closing, Wells Fargo Bank, National Association), which Fiscal Agencies are appointed from time to time by the State Finance Committee pursuant to chapter 43.80 RCW; and "Fiscal Agencies" means both such fiscal agencies.

"Reserve Requirement" means the least of (1) 1.25 times the Average Annual Debt Service of all outstanding Parity Bonds; (2) Maximum Annual Debt Service; or (3) 10% of the proceeds of all outstanding Parity Bonds.

"Revenue of the Marina" means all of the earnings and revenues received by the city from the maintenance and operation of the Marina, except government grants, proceeds from the sale of property, city taxes collected by or through the Marina, principal proceeds of bonds and earnings or proceeds from any investments in a trust, defeasance or escrow fund created to defease or refund Marina obligations (until commingled with other earnings and revenues of the Marina) or held in a special account for the purpose of paying a rebate to the United States Government under the Code. maggie

"Rule" means SEC Rule 15c2-12.

"SEC" means the United States Securities and Exchange Commission.

"SID" means a state information depository.

"State" means the State of Washington.

Sec 2. Finding, purpose and description of Bonds. The city authorizes the sale and issuance of its "Limited Tax General Obligation Bonds, 2002," for the purpose of providing part of the funds necessary pay part of the costs of the Project.

The Bonds shall be in the aggregate principal amount of $__________, shall be dated December 1, 2002; shall be issued in fully registered form as to both principal and interest; shall be in the denomination of $5,000 each or any integral multiple thereof within a single maturity; shall be numbered separately in such manner and with any additional designation as the Registrar deems necessary for purposes of identification; shall bear interest at the rates set forth below; and shall mature on December 1 in each of the years and in the principal amounts, as set forth below:

Maturity Date (December 1)	Principal Amount	Interest Rate Per Annum
2003		
2004		
2005		
2006		
2007		
2008		
2009		
2010		
2011		
2012		
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		

The Bonds shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) from their date or from the most recent interest payment date to which interest has been paid or duly provided for, whichever is later, payable on June 1, 2003, and semiannually thereafter on December 1 and June 1 of each year to the maturity or earlier redemption thereof. If any Bond is duly presented for payment upon maturity or earlier redemption and is not paid, then interest thereon shall continue to accrue thereafter at the rate stated therein until such Bond is paid.

The Bonds shall be negotiable instruments to the extent provided by RCW 62A.8-102 and RCW 62A.8-105.

On the date of issue of the Bonds, all Bonds maturing in the same maturity year shall be issued in the form of a single certificate, which certificate shall be registered in the name of the Custodian, or its nominee, and delivered to the Custodian. The Custodian shall hold each such

Bond certificate in fully immobilized form for the benefit of the Beneficial Owners of the Bonds pursuant to the Letter of Representations, until the earliest to occur of either (1) the date of maturity of the Bonds evidenced by such certificate, at which time the Custodian shall surrender such certificate to the Registrar for payment of the principal of and interest on such Bonds coming due on such date, and the cancellation thereof; (2) the Book-Entry Termination Date; or (3) the date the city determines to utilize a new Custodian for the Bonds, at which time the old Custodian shall (provided the city is not then in default of any payment then due on the outstanding Bonds) surrender the immobilized certificates to the Registrar for transfer to the new Custodian and cancellation as herein provided.

For so long as any outstanding Bonds are registered in the name of the Custodian or its nominee and held by the Custodian in fully immobilized form as described in this Section 2, the rights of the Beneficial Owners shall be evidenced solely by an electronic and/or manual entry made from time to time on the records established and maintained by the Custodian in accordance with the Letter of Representations, and no certificates evidencing such Bonds shall be issued and registered in the name of any Beneficial Owner or such Beneficial Owner's nominee.

The city may terminate the "book-entry" system of registering ownership of the Bonds at any time (provided the city is not then in default of any payment then due on the outstanding Bonds) by delivering to the Registrar: (a) a written request that it issue and deliver Bond certificates to each Beneficial Owner or such Beneficial Owner's nominee on the Book-Entry Termination Date; (b) a list identifying the Beneficial Owners as to both name and address; and (c) a supply of Bond certificates, if necessary for such purpose. Upon surrender to the Registrar of the immobilized certificates evidencing all of the then outstanding Bonds, the Registrar shall issue and deliver new certificates to each Beneficial Owner or such Beneficial Owner's duly appointed agent, naming such Beneficial Owner or such Beneficial Owner's nominee as the Owner thereof. Such certificates may be in any integral multiple of $5,000 within a single maturity. Following such issuance, the Owners of such Bonds may transfer and exchange such Bonds in accordance with Section 11 hereof.

Neither the city nor the Registrar shall have at any time any responsibility or liability to any Beneficial Owner of Bonds or to any other person for any error, omission, action or failure to act on the part of the Custodian with respect to payment, when due, to the Beneficial Owner of the principal and interest on the Bonds, proper recording of beneficial ownership of Bonds, proper transfers of such beneficial ownership, or any notices to Beneficial Owners or any other matter pertaining to the Bonds.

Sec 3. Place, manner and medium of payment. Both the principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Prior to the Book-Entry Termination Date, the principal of and interest on the Bonds shall be paid by the Registrar to the Custodian as the Owner thereof, for the benefit of the Beneficial Owners thereof, in accordance with the Letter of Representations. From and after the Book-Entry Termination Date, interest on the Bonds shall be paid by check or draft mailed by the Registrar (or, if approved by the city finance director, by wire transfer) on or before the interest payment date, to the Owners, at the addresses for such Owners appearing on the Bond Register on the fifteenth day of the month preceding the interest payment date. From and after the Book-Entry Termination Date, principal of the Bonds shall be payable upon presentation and surrender of the Bonds by the Owners at the principal corporate trust office of the Registrar.

Sec 4. Redemption; open market purchase. The Bonds maturing in the years 2003 through 2012, inclusive, shall not be subject to redemption prior to maturity. The Bonds maturing on or after December 1, 2013, are subject to optional redemption beginning on December 1, 2012, in whole at any time or in part on any interest payment date (maturities to be selected by the city and by lot within a maturity in such manner as the Registrar shall determine), at par plus accrued interest to the date fixed for redemption.

Any Bond in the principal amount of greater than $5,000 may be partially redeemed in any integral multiple of $5,000. In such event, upon surrender of such Bond at the principal corporate trust office of the Registrar, a new Bond or Bonds (at the option of the Owner) of the same maturity and interest rate and in the aggregate principal amount remaining unredeemed shall be authenticated and delivered to the Owner, without charge to the Owner for such partial redemption, in any denomination authorized by this ordinance and selected by the Owner.

Prior to the Book-Entry Termination Date, the Registrar shall give, or cause to be given, notice of a call for redemption of any Bonds to the Custodian, as the Owner thereof, for the benefit of the Beneficial Owners thereof, in accordance with the Letter of Representations. From and after the Book-Entry Termination Date, notice of any such intended redemption shall be given by or on behalf of the city not less than 30 nor more than 60 days prior to the date fixed for redemption by first-class mail, postage prepaid, to the Owner of each Bond to be redeemed at the address appearing on the Bond Register on the day the notice is mailed. The requirements of this section shall be deemed to be complied with when notice is mailed as provided in this ordinance, whether or not it is actually received by the Owner of any Bond. In addition, such redemption notice shall be mailed within the same time period, postage prepaid, to Moody's Investors Service, Inc. and Standard & Poor's Ratings Group (at their respective offices in New York, New York) and to the Bond Insurer, or their successors, and to such other persons and with such additional information as the city finance director shall deem appropriate, but such additional notice shall not be a condition precedent to the redemption of such Bonds.

If such notice to the Owners shall have been given and the city shall have set aside sufficient money for the payment of all Bonds called for redemption on the date fixed for redemption, the Bonds so called shall cease to accrue interest after such redemption date, and all such Bonds shall be deemed not to be outstanding under this ordinance for any purpose, except that the Owners of such Bonds shall be entitled to receive payment of the redemption price and interest accrued on the principal of the Bonds to the redemption date from the money set aside for such purpose.

The city reserves the right to purchase any or all of the Bonds on the open market at any time and at any price.

All Bonds redeemed or purchased by the city shall be surrendered to the Registrar for cancellation.

Sec 5. Debt limit not exceeded. The city finds and covenants that the Bonds are issued within all constitutional and statutory debt limitations presently applicable to the city.

Sec 6. Debt service coverage covenant. The city covenants and agrees that it will establish, maintain, revise as necessary and collect such rental fees and charges for boat moorage and other Marina services furnished sufficient to produce Net Revenue in each calendar year, which, together with other revenue available therefor, will be at least equal to 1.25 times the Annual Debt Service in any year thereafter on the outstanding Bonds.

Sec 7. Pledge of full faith, credit and resources and marina revenue. The Bonds are limited tax general obligations of the city. Unless the principal of and interest on the Bonds are paid from other sources, so long as any Bonds are outstanding, the city hereby irrevocably covenants to include in its budgets and to make annual levies of taxes within the constitutional and statutory tax limitations provided by law without a vote upon all property within the city subject to taxation in amounts which, together with Revenue of the Marina and other revenues, taxes and money of the city legally available for such purposes, shall be sufficient to pay such principal and interest as the same shall become due. The city hereby irrevocably pledges its full faith, credit and resources to the annual levy and collection of such taxes and for the prompt payment of such principal and interest.

The city hereby irrevocably covenants that the annual tax provided for herein to be levied for the payment of the principal of and interest on the Bonds shall be within and as a part of the tax levy permitted the city without a vote. The city hereby further irrevocably sets aside, pledges and appropriates to the payment of the principal of and interest on the Bonds a sufficient portion of the Revenue of the Marina and each annual levy to be levied and collected by the city prior to the full payment of the principal of and interest on the Bonds. All such Revenue of the Marina and revenues, taxes and other money to be used for such purposes shall be paid into the Bond Fund no later than the date such funds are required for the payment of principal of and interest on the Bonds.

Sec 8. Form of Bonds. The Bonds shall be typewritten, printed or lithographed on good bond paper in a form consistent with this ordinance and Washington law.

Sec 9. Execution of Bonds. The Bonds shall be signed on behalf of the city with the facsimile or manual signatures of the mayor and the city clerk, and shall have the seal of the city impressed or a facsimile of such seal imprinted on the Bonds.

In case either or both of the officers who shall have executed any Bond shall cease to be such officer or officers of the city before the Bond so signed shall have been authenticated or delivered by the Registrar or issued by the city, such Bond nevertheless may be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the city as though those who signed the same had continued to be such officers of the city. Any Bond also may be signed and attested on behalf of the city by such persons as at the actual date of execution of such Bond shall be the proper officers of the city although at the original date of such Bond such persons were not such officers of the city.

Sec 10. Authentication and delivery of Bonds by Registrar. The Registrar is authorized and directed, on behalf of the city, to authenticate and deliver Bonds initially issued or transferred or exchanged in accordance with the provisions of such Bonds and this ordinance.

Only such Bonds as shall bear a "Certificate of Authentication" manually executed by an authorized signatory of the Registrar shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered under and are entitled to the benefits of this ordinance.

The Registrar shall be responsible for its representations contained in the Certificate of Authentication on the Bonds.

Sec 11. Registration. The Registrar shall keep, or cause to be kept, the Bond Register at its principal corporate trust office.

The city and the Registrar, in its discretion, may deem and treat the person who is named as the registered owners of the Bonds (the "Owner") on the Bond Register as the absolute owner thereof for all purposes, and neither the city nor the Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described in section 3 of this ordinance, but such registration may be transferred as provided in this section 11. All such payments made as provided in section 3 of this ordinance shall be valid and shall satisfy and discharge the liability of the city upon such Bond to the extent of the amount or amounts so paid.

The registered ownership of any Bond may be transferred or exchanged. Prior to the Book-Entry Termination Date, the beneficial ownership of the Bonds may only be transferred on the records established and maintained by the Custodian. On and after the Book-Entry Termination Date, transfer of any Bond shall be valid only if it is surrendered at the principal corporate trust office of the Registrar, with the assignment form appearing on such Bond duly executed by the Owner or such Owner's duly authorized agent, in a manner satisfactory to the Registrars. Upon such surrender, the Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Owner or transferee for such transfer (other than taxes payable on account of such transfer), a new Bond or Bonds (at the option of the new Owner), of the same maturity and interest rate and for the same aggregate principal amount, in any authorized denomination, naming as Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and cancelled Bond.

On and after the Book-Entry Termination Date, any Bond may be surrendered at the principal corporate trust office of the Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds, in any authorized denomination. The Registrar shall not be obligated to transfer or exchange any Bond during the 15 days preceding any interest payment, redemption or maturity date.

The Registrar may become the Owner of any Bond with the same rights it would have if it were not the Registrar and, to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of the Owners of the Bonds.

The city covenants that, until all Bonds shall have been surrendered and cancelled, it will maintain a system of recording the ownership of each Bond that complies with the provisions of the Internal Revenue Code of 1986, as amended (the "Code").

Sec 12. Mutilated, lost, stolen or destroyed Bonds. If any Bond becomes mutilated, lost, stolen or destroyed, the Registrar may authenticate and deliver a new Bond of the same maturity and interest rate and of like tenor and effect in substitution for such mutilated, lost, stolen or destroyed Bond, all in accordance with law. If such mutilated, lost, stolen or destroyed Bond has matured, the city at its option, may pay the same without the surrender of the original Bond. However, no such substitution or payment shall be made unless and until the applicant shall furnish (a) evidence satisfactory to the Registrar of the destruction or loss of the original Bond and of the ownership of such original Bond, and (b) such additional security, indemnity or evidence as may be required by or on behalf of the city. No substitute Bond shall be furnished unless the applicant shall reimburse the city and the Registrar for their respective expenses in the furnishing of such substitute Bond. Any such substitute Bond so furnished shall be equally and proportionately entitled to the security of this ordinance with all other Bonds issued under this ordinance.

Sec 13. Defeasance. If money and/or "government obligations" (as such obligations are defined in Chapter 39.53 RCW, as now in existence or later amended) maturing at such times(s) and bearing such interest to be earned on such obligations (without any reinvestment thereof) as will provide a series of payments which shall be sufficient, together with any money initially deposited, to provide for the payment of all of the principal of and interest on all or a portion of the Bonds, when due in accordance with their terms in accordance with a refunding plan adopted by the city, are set aside in a special fund (hereinafter called the "trust account") to effect such payment and are pledged irrevocably for the purpose of effecting such payment, then no further payments need be made into the Bond Fund for the payment of the principal of and the interest on such Bonds, the Owners thereof shall cease to be entitled to any lien, benefit or security of this ordinance except for the right to receive the money and the principal and interest proceeds on the obligations set aside in the trust account, and such Bonds shall no longer be deemed to be outstanding under this ordinance.

Sec 14. Sale of the Bonds. The Purchaser has presented the Purchase Agreement to the city pursuant to which the Purchaser has offered to purchase the Bonds, under the terms and conditions provided in the Purchase Agreement, which written Purchase Agreement is on file with the city clerk and is incorporated in this ordinance by this reference. The city council finds that entering into the Purchase Agreement is in the city's best interest and therefore accepts the offer contained in the Purchase Agreement and authorizes the execution of the Purchase Agreement by city officials.

The Bonds will be printed at city expense and will be delivered to the Purchaser in accordance with the terms of the Purchase Agreement with the approving legal opinion of Gottlieb, Fisher & Andrews, PLLC, bond counsel, Seattle, Washington, relative to the issuance of the Bonds, printed on or attached to each Bond. Bond counsel has not been engaged to review or express any opinion concerning the completeness or accuracy of the official statement or other disclosure documentation used in connection with the offer or sale of the Bonds by any person, and bond counsel's opinion shall so state. Bond counsel has not been retained to monitor, and shall not be responsible for monitoring, the city's compliance with any federal law or regulations to maintain the tax-exempt status of the interest on the Bonds.

Sec 15. Delivery of Bonds; temporary Bonds. The proper city officials are authorized and directed to execute and/or approve, as appropriate, all documents, including but not limited to, the final Official Statement pertaining to the Bonds and the commitment from the Bond Insurer for the issuance of an insurance policy for the Bonds, and to do everything necessary for the preparation and delivery of a transcript of proceedings pertaining to the Bonds, and the printing, execution and prompt delivery of the Bonds to the Purchaser and for the proper application and use of the proceeds of the sale thereof.

If definitive Bonds are not ready for delivery by the date established for closing (the "Closing"), the city finance director, upon the approval of the Purchaser, may cause to be issued and delivered to the Purchaser one or more temporary Bonds with appropriate omissions, changes and additions. Any temporary Bond or Bonds shall be entitled and subject to the same benefits and provisions of this ordinance with respect to the payment, security and obligation of such temporary Bonds as definitive Bonds authorized by this ordinance. Such temporary Bond or Bonds shall be exchangeable without cost to the Owners for definitive Bonds when the latter are ready for delivery.

Sec 16. Call of 1968 Bonds for redemption. The city hereby calls the 1968 Bonds maturing on or after October 1, 2003 for redemption on April 1, 2003, at a redemption price of 101% of the principal amount plus accrued interest. Such call for redemption shall become irrevocable upon delivery of the Bonds at Closing.

Sec 17. Acquisition of escrow obligations. The proper city officials, including, but not limited to, the city finance director shall, at or prior to closing, make appropriate arrangements for the payment for and delivery of any Escrow Obligations which are to be purchased in the open market pursuant to the Refunding Plan; and shall, prior to closing, deliver or cause to be delivered to the Federal Reserve Bank in Seattle, Washington, subscriptions for any Escrow Obligations which are to be acquired from the United States Bureau of Public Debt pursuant to the Refunding Plan. The maturing principal of and the interest on such Escrow Obligations, together with the Initial Cash to be provided to the Escrow Trustee pursuant to the Refunding Plan, shall be sufficient to pay all of the principal of and interest to become due on the Refunded Bonds from Closing to and including April 1, 2003, when due, and to redeem on said date, all of the outstanding 1968 Bonds at a redemption price of 101% of the principal amount due on the 1968 Bonds to be redeemed and interest accrued thereon to the date of redemption.

The Escrow Trustee shall designate in any such subscriptions that all the principal of and interest on the Escrow Obligations subscribed for with the United States Bureau of Public Debt shall be payable to the Escrow Trustee. Such subscription may be amended as permitted by federal law.

Sec 18. Verification of sufficiency of escrow. The proper city officials, including, but not limited to, the city finance director are authorized and directed to obtain, prior to Closing, independent verification from a firm of independent certified public accountants that, among other things, the cash flow scheduled to be received from the Escrow Obligations, together with any uninvested initial cash, shall be sufficient to make the payments described in Section 17 hereof. At Closing, if there has been any change in Escrow Obligations or cash deposited with the Escrow Trustee under this ordinance and the Escrow Agreement, the city finance director shall cause the sufficiency of the Escrow Fund (as defined in the Escrow Agreement) to be verified in such manner as she shall deem necessary.

Sec 19. Escrow Agreement. The Escrow Agreement, in substantially the same form as the draft dated ___________, 2002, on file with the city clerk, is hereby approved in order to accomplish the refunding of the 1968 Bonds. The city finance director is authorized and directed to (a) execute and to deliver said Escrow Agreement, on behalf of the city, to the Escrow Trustee on or before Closing, with such changes as the city finance director deems to be in the best interests of the city; and such execution and delivery of the Escrow Agreement shall evidence irrevocably the approval of the executed Escrow Agreement by the city; and (b) cause the Escrow Trustee to deliver notices of defeasance and redemption of the 1968 Bonds in accordance with the Escrow Agreement.

Sec 20. Establishment of Bond Fund; application of Bond proceeds. There is hereby created and established in the office of the city finance director a special account in the Marina Revenue Fund to be designated as the "Limited Tax General Obligation Bond Account, 2002" (the "Bond Fund"). The Bond Fund shall consist of two subaccounts: (a) the Reserve Subaccount (the "Reserve Account"), and (b) the Principal and Interest Subaccount (the "Principal and Interest Account"). Each such subaccount shall be held separate and apart from the other.

The accrued interest on the Bonds received by the city upon the sale of the Bonds, if any, shall be deposited into the Principal and Interest Account and shall be applied to the payment of interest coming due on the Bonds. The money and investments in the Principal and Interest Account shall be used by the city, together with any other money legally available and designated therefor, to pay the principal of and interest on the Bonds, when due.

The Reserve Account is established in the Bond Fund for the purposes of securing the payment of the Bonds. On the date of issue of the Bonds, the city shall deposit [other funds of the Marina] into the Reserve Account such that the amount on deposit in the Reserve Account shall equal the Reserve Requirement on such date. The city covenants and agrees that it will maintain an amount of money and assets in the Reserve Account that will be equal to the Reserve Requirement.

In the event there shall be a deficiency in the Principal and Interest Account to meet maturing installments of either principal of or interest on any Bonds, such deficiency shall be made up from the Reserve Account by the withdrawal of money therefrom. Any deficiency created in the Reserve Account by reason of any such withdrawal shall be made up from the Revenue of the Marina or any other money legally available therefor.

Income from the investments in the Principal and Interest Account shall be deposited in such account. Income from investments in the Reserve Account shall be deposited in such account until the amount therein is equal to the Reserve Requirement, and any excess shall be deposited into the Principal and Interest Account. Investments in the Reserve Account shall be valued at fair market value and marked to market at least once each year. Investments in the Reserve Account shall not have maturities extending beyond five years. If the value of the money and investments in the Reserve Account exceeds the Reserve Requirement, the excess shall be transferred to the Principal and Interest Account.

Proceeds of the Bonds in the amount of $________________ shall be paid by the city to the Escrow Trustee at Closing to be applied as set forth in the Escrow Agreement.

The remaining proceeds of the sale of the Bonds, less the underwriter's discount and the bond insurance premium to be paid by the Purchaser on behalf of the city and plus/less the net original premium/discount shall be deposited, upon receipt, in the city's "Marina Depreciation and Improvement Fund" (the "Project Fund"), and shall be applied solely to pay part of the costs of the Project.

Except as provided by the Code and Section 21 of this ordinance, the interest and profits derived from the investment of Bond proceeds deposited into the Project Fund shall be deposited in the Project Fund and applied as described in the preceding paragraphs.

Except as provided by the Code and Section 21 of this ordinance, if any money allocable to the Bond proceeds in the Project Fund remains in such fund the after payment of all the costs of the Project or after termination of the Project by the city, such money shall be transferred to the Bond Fund and applied to the payment of the principal of and interest on the Bonds.

Pending application as described in this Section 20 and subject to the requirements of the Code and Section 21 of this ordinance, money allocable to the Bond proceeds in the Project Fund may be temporarily deposited in such institutions or invested in such investments as may be lawful for the investment of city funds.

Sec 21. Tax-exemption covenants. The city covenants that it will not take or permit to be taken on its behalf any action that would adversely affect the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation, and will take or require to be taken such acts as may be permitted by Washington law and as may from time to time be required under applicable law to continue the exclusion of the interest on the Bonds from gross income for purposes of federal income taxation. Without limiting the generality of the foregoing, the city will not invest or make or permit any use of the proceeds of the Bonds or of its other money at any time during the term of the Bonds which would cause the Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

The city further covenants that, if the city issues more than $5 million in tax-exempt bonds in the calendar year 2002 and all the proceeds of the Bonds have not been spent within six months from the date of issuance of the Bonds, the city shall calculate or cause to be calculated, and shall rebate to the United States, all earnings from the investment of Bond proceeds that are in excess of the amount that would have been earned had the yield on such investments been equal to the yield on the Bonds, plus income derived from such excess earnings, to the extent and in the manner required by section 148 of the Code.

The city has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the city is a bond issuer the arbitrage certifications of which may not be relied upon.

The city will take no actions and will make no use of the proceeds of the Bonds or any other funds held under this ordinance which would cause any Bond to be treated as a "private activity bond" (as defined in section 141(b) of the Code) subject to treatment under said section 141(b) as an obligation not described in section 103(a) of the Code, unless the tax exemption thereof is not affected.

The city covenants that it will not issue more than $10,000,000 of "qualified tax-exempt obligations," as defined in Section 265 of the Code (relating to the partial interest expense deduction authorized for banks, thrift institutions and certain other financial institutions) during calendar year 2002. The city hereby designates the Bonds as "qualified tax-exempt obligations" for such purposes and authorizes and directs the proper city officials to execute and deliver all documents necessary to evidence such designation to any and all interested parties.

Sec 22. Preliminary official statement declaration. The city has been provided with copies of the Preliminary Official Statement. For the sole purpose of the Purchaser's compliance with Securities and Exchange Commission Rule 15c2-12(b)(1), the city "deems final" the Preliminary Official Statement, as of its date, except for the omission of information on offering prices, interest rates, selling compensation, delivery dates, ratings, other terms of the Bonds dependent on such matters.

Sec 23. Undertaking to provide continuing disclosure. This section constitutes the city's written undertaking for the benefit of the Owners and Beneficial Owners of the Bonds required by subsection (b)(5)(i) of Rule 15c2-12 (the "Rule") of the United States Securities and Exchange Commission (the "SEC").

The city hereby agrees to provide or cause to be provided to each then existing nationally recognized municipal securities information repository designated by the SEC ("NRMSIR"), to the state information depository ("SID"), if one is created, and to the Bond Insurer the following annual financial information and operating data (collectively, the "Annual Financial Information") for each prior fiscal year, commencing with the fiscal year ending December 31, 2002, on or before the last day of the seventh month following the end of such prior fiscal year:

(a) Annual financial statements prepared in accordance with the generally accepted accounting principles applicable to governmental units, as such principles may be changed from time to time and as permitted by state law; which statements will not be audited, except that if and when audited financial statements are otherwise prepared and available to the city, they will be provided (the "Annual Financial Statements");

(b) The assessed valuation of taxable property in the city;

(c) Ad valorem taxes due and the percentages of taxes collected;

(d) Property tax levy rates per $1,000 assessed valuation;

(e) A statement of authorized, issued and outstanding indebtedness of the city; and

(f) A narrative explanation of the reasons for any amendments to this Section 17 made during the previous fiscal year and the impact of such amendments on the Annual Financial Information being provided.

In its provision of such financial information and operating data, the city may cross-reference to any "final official statement" (as defined in the Rule) available from the Municipal Securities Rulemaking Board (the "MSRB") or any other documents theretofore provided to each then existing NRMSIR or the SID, if one is created.

If not submitted as part of the Annual Financial Information, then when and if available, the city shall provide its Annual Financial Statements, which shall have been audited by such auditor as shall be then required or permitted by the State law, to each then existing NRMSIR, to the SID, if one is created, and to the Bond Insurer.

The city further agrees to provide or cause to be provided, in a timely manner, to the SID, if one is created, and to either the MSRB or each then existing NRMSIR and to the Bond Insurer, notice of any of the following events with respect to the Bonds, if material:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
7. Modifications to rights of the Owners of the Bonds;
8. Optional redemptions of the Bonds;
9. Defeasances of the Bonds;

10. Release, substitution or sale of property securing repayment of the Bonds; and

11. Rating changes.

The city also agrees to provide or cause to be provided, in a timely manner, to the SID, if one is created, and to either the MSRB or each then existing NRMSIR, notice of its failure to provide the Annual Financial Information for the prior fiscal year on or before the last day of the seventh month following the end of such prior fiscal year.

After the issuance of the Bonds, so long as the interests of the Owners and Beneficial Owners of the Bonds will not be materially impaired thereby, as determined by a party unaffiliated with the city (including, without limitation, a trustee for the Owners or Beneficial Owners, nationally recognized bond counsel or other counsel familiar with the federal securities law), or pursuant to a favorable "no-action letter" issued by the SEC, this Section 23 may only be amended in connection with any change in legal requirements, change in law, or change in the identity, nature or status of the obligated person, or type of business conducted, and only in such a manner that the undertaking of the city, as so amended, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances.

The city's obligations to provide Annual Financial Information and notices of certain events shall terminate without amendment upon the defeasance, prior redemption or payment in full of all of the then outstanding Bonds. This Section 23 or any provision hereof, shall be null and void if the city (i) obtains an opinion of nationally recognized bond counsel or other counsel familiar with the federal securities laws to the effect that those portions of the Rule which require this Section 23 or any such provision are invalid, have been repealed retroactively or otherwise do not apply to the Bonds; and (ii) notifies and provides the SID, if any, and either the MSRB or each then existing NRMSIR with copies of such opinion.

The right of each Owner and Beneficial Owner of Bonds to enforce the provisions of this Section 23 shall be limited to the right to obtain specific enforcement of the city's obligations under this Section 23, and any failure by the city to comply with the provisions of this undertaking shall not be a default with respect to the Bonds under this ordinance.

The city finance director is authorized and directed to take such further action on behalf of the city as may be necessary, appropriate or convenient to carry out the requirements of this Section 23.

Sec 24. Contract; severability. The covenants contained in this ordinance shall constitute a contract between the city and the Owners of each and every Bond. The city unconditionally covenants that it will keep and perform all of the covenants of the Bonds and this ordinance. If any one or more of the provisions of this ordinance shall be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining provisions of this ordinance or the Bonds, and this ordinance and the Bonds shall be construed and enforced as if such unconstitutional or invalid provision had not been contained in this ordinance.

Sec 25. Effective date. This ordinance shall take effect and be in full force five days following its passage, approval and publication according to law.

PASSED BY the city council of the city of Des Moines this

__ day of ______, 2002, and signed in authentication thereof this __ day of ______, 2002.

____
MAYOR

APPROVED AS TO FORM:

CITY ATTORNEY

ATTEST:

CITY CLERK

Published: ____________, 2002

LEGAL NOTICE

SUMMARY OF ADOPTED ORDINANCE

CITY OF DES MOINES

ORDINANCE NO. _____, Adopted ____________, 2002.

DESCRIPTION OF MAIN POINTS OF THE ORDINANCE:

This ordinance relates to the incurrence of indebtedness; providing for the sale and issuance of $___________ limited tax general obligation bonds, 2002, to provide funds to advance refund the city's Marina Revenue Bonds of 1968 and to pay part of the costs necessary to carry out certain capital improvements to the city's marina, providing for the date, denominations, form, terms, registration privileges, maturities, interest rates and covenants of the bonds; providing for the annual levy of taxes to pay the principal of and the interest on such bonds; establishing a debt service fund [and a project account] for the bonds and providing for the sale and delivery of such bonds to Seattle-Northwest Securities Corporation, Seattle, Washington.

The full text of the ordinance will be mailed without cost upon request.

Denis Staab
City Clerk

Published: ____________, 2002
f:\desmoines\ltgo02\

passed 6.0

CONSENT CALENDAR
Item #5

AGENDA ITEM

SUBJECT: Agreement with Puget Sound Energy for Design of Undergrounding on Pacific Highway South Project

ATTACHMENTS:

1. Project Design Agreement with Scope of Work

AGENDA OF: November 14, 2002

DEPT. OF ORIGIN: Public Works

DATE SUBMITTED: November 7, 2002

CLEARANCES:
[ ] Finance ______
[X] Public Works ______
[X] Legal ______

APPROVED BY CITY MANAGER FOR SUBMITTAL:

Purpose and Recommendation:
The purpose of this item is to enter into an agreement with Puget Sound Energy for the design of the distribution undergrounding work on the Pacific Highway South Redevelopment Project.

Suggested Motions

The following motion will appear on the Consent Calendar:

1) "I move to enter into the attached agreement with Puget Sound Energy for the design of undergrounding the distribution system on Pacific Highway South and further to authorize the City Manager to sign said agreement substantially in the form as submitted."

Background:
Over the past two years, the City has been involved in a legal case with Puget Sound Energy concerning distribution system underground conversion projects. As was presented to council in July, this case was settled and the result of the settlement was new tariffs filed with the Washington Utilities and Transportation Commission (WUTC) for undergrounding work. During the settlement negotiation, the City entered into an interim agreement with Puget Sound Energy in order to keep design work moving forward on the Pacific Highway South Redevelopment Project.

Discussion:
The interim agreement approved by Council on April 25th and signed by the City requires that we comply with the outcome of the settlement of the lawsuit.

For this reason, we are requesting authority to enter into the new design agreement which is now included as part of the new undergrounding tariff filed with the WUTC.

Alternatives:
Since the City previously signed an interim agreement which stated the agreement would be modified to conform to the final order of the Washington Utilities and Transportation Commission, the only alternative would be to cancel the agreement, delete the undergrounding work and pay the costs incurred to date.

Financial Impact:
This agreement will obligate us to pay for the costs of design for this project as required by the tariff filed with the Washington State Utilities and Transportation Commission. The agreement includes provisions for the negotiation of these costs and the opportunity to terminate the agreement if negotiations fail. An estimate for the costs of this work has been included in the project's budget.

Recommendation/Conclusion:
Staff recommends that we enter into this agreement with Puget Sound Energy to keep the project design moving forward.

Concurrence:
Legal has reviewed the agreement and concurs.

PUGET SOUND ENERGY

Attachment "A" – Project Design Agreement

SCHEDULE 74 UNDERGROUND CONVERSION AGREEMENT

THIS Agreement, dated as of this ____ day of ______________, 2002, is made by and between the CITY OF DES MOINES, a Municipal Corporation (the "Government Entity"), and PUGET SOUND ENERGY, Inc., a Washington Corporation (the "Company").

RECITALS

A. The Company is a public service company engaged in the sale and distribution of electric energy and, pursuant to its franchise or other rights from the Government Entity, currently locates its electric distribution facilities within the jurisdictional boundaries of the Government Entity.

B. The Government Entity is considering conversion of the Company's existing overhead electric distribution system to a comparable underground electric distribution, as more specifically described in the Scope of Work (as defined in paragraph 2, below) furnished to the Company by the Government Entity (the "Conversion Project").

C. The Government Entity has requested that the Company perform certain engineering design services and otherwise work cooperatively with the Government Entity to develop a mutually acceptable Project Plan (as defined in paragraph 6, below) for the Conversion Project, in accordance with and subject to the terms and conditions of this Agreement (the "Design Work").

D. The Government Entity and the Company wish to execute this written contract in accordance with Schedule 74 of the Company's Electric Tariff G ("Schedule 74") to govern the Design Work for the Conversion Project.

AGREEMENT

The Government Entity and the Company therefore agree as follows:

1. Unless specifically defined otherwise herein, all terms defined in Schedule 74 shall have the same meanings when used in this Agreement.

2. The Government Entity shall, within ten (10) business days after the date of this Agreement, provide the Company with a written scope of work for the Conversion Project which includes, among other things, (a) a reasonably detailed description of the scope of the work required for the Conversion Project, (b) a list of the key milestone dates for the Conversion Project, (c) reasonably detailed drawings showing any associated planned improvements to the Public Thoroughfare, and (d) a statement as to whether the Government Entity desires to install the ducts and vaults for the Conversion Project (the "Scope of Work"). The Government Entity shall provide the Company two (2) hard copies of the Scope of Work and a copy of the relevant electronic file(s) in a mutually agreed electronic format.

3. Within ten (10) business days of its receipt of the Scope of Work, the Company shall prepare and submit to the Government Entity (a) a reasonably detailed, good faith estimate of the cost to perform the Design Work (the "Design Cost Estimate"), and (b) a proposed schedule for completion of the

ATTACHMENT 1

Design Work which, to the extent reasonably practicable, reflects the applicable key milestone dates specified in the Scope of Work and provides for completion of the Design Work within ninety (90) business days from the date the Company receives the Government Entity's notice to proceed under paragraph 5, below (the "Design Schedule"). The proposed Design Cost Estimate and the proposed Design Schedule shall be based upon the then-current Scope of Work. Unless otherwise specified in the Scope of Work, the Design Work shall not include negotiation or acquisition of third party property rights but shall include preliminary planning between the Company and the Government Entity regarding their respective obligations for negotiating and acquiring third party property rights.

4. Within ten (10) business days after the Government Entity's receipt of the proposed Design Cost Estimate and the proposed Design Schedule from the Company, the Government Entity and the Company shall meet in order to (a) review the proposed Design Cost Estimate, (b) review the proposed Design Schedule; (c) review the Scope of Work, and (d) make any changes necessary to create a final Scope of Work, final Design Cost Estimate, and final Design Schedule that are reasonably acceptable to both parties. If the parties are unable to agree upon a final version of the Scope of Work, Design Cost Estimate, and/or Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The final Scope of Work, Design Cost Estimate and Design Schedule, once determined in accordance with this paragraph 4, may thereafter be changed or amended only in accordance with the change procedures set forth in paragraph 13, below.

5. The Government Entity shall, within ten (10) business days after determination of the final of the Scope of Work, Design Cost Estimate, and Design Schedule, issue (a) a written notice to proceed which shall delineate the final Scope of Work, Design Cost Estimate, and Design Schedule, or (b) a written notice to terminate this Agreement without cost to the Government Entity. If the Government Entity terminates this Agreement, the costs incurred by the Company in preparing and submitting the Design Cost Estimate and the Design Schedule shall not be reimbursable to the Company, and the rights and obligations of the parties under this Agreement shall be terminated in their entirety and without liability to either party.

6. Following the Company's receipt of the notice to proceed, and within the applicable time period specified in the Design Schedule, the Company shall, with the cooperation and assistance of the Government Entity as outlined in this Agreement, prepare a project plan for the Conversion Project (the "Project Plan") which shall include, among other things, the following: (a) a detailed description of the work that is required to be performed by each party and any third party in connection with the Conversion Project (the "Construction Work"), (b) the applicable requirements, drawings, and specifications for the Construction Work, (c) a description of any operating and other property rights that are required to be obtained by each party for the Conversion Project (and the requirements and specifications with respect thereto), (d) a detailed estimate of the costs to be incurred by each party in its performance of the Construction Work, and (e) a detailed schedule for completing the Construction Work (including, without limitation, the dates for delivery of the ducts and vaults and other materials for use at the site of the Construction Work).

7. The Government Entity shall be responsible for coordinating the Design Work with all other design work to be performed in connection with the Conversion Project and any associated planned improvements to the Public Thoroughfare. The parties shall work together in an effort to mitigate the costs of the Conversion Project to each party, including, without limitation, identifying ways to accommodate the facilities of the Company to be installed as part of the Conversion Project within the Public Thoroughfare.

8. Within the applicable time period specified in the Design Schedule, the Company shall prepare and submit to the Government Entity a proposed initial draft of the Project Plan. The parties understand and acknowledge that the proposed Project Plan submitted by the Company shall be preliminary in nature and shall not include, without limitation, information required to be supplied by the Government Entity (e.g., scope and estimate of the cost of the Construction Work to be performed by the Government Entity).

9. Within the applicable time period specified in the Design Schedule, the Government Entity shall (a) review the proposed Project Plan submitted by the Company, (b) complete any information required to be supplied by the Government Entity, (c) make any changes required to conform the proposed Project Plan to the Scope of Work and this Agreement, and (d) return the amended Project Plan to the Company.

10. Within the applicable time period specified in the Design Schedule, the Company shall review the amended Project Plan submitted by the Government Entity and notify the Government Entity in writing of either the Company's acceptance of, or the Company's specific objections to, the amended Project Plan. If the Company makes any objection to the amended Project Plan, and the parties are unable to resolve the objections and mutually agree upon the Project Plan prior to the final design date specified in the Design Schedule, then either party may, by written notice to the other party, submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. The Project Plan, as mutually agreed upon by the parties or established through the dispute resolution process, shall be attached to and incorporated in a Project Construction Agreement substantially in the form attached hereto as Exhibit A (the "Construction Agreement") which is to be signed by the parties prior to commencement of the Construction Work.

11. The parties intend and agree that the Design Work and the Project Plan in its final form shall conform to the following requirements:

    (a) The Project Plan shall, if requested by the Government Entity in its initial Scope of Work, specify that the Government Entity shall install the ducts and vaults for the Conversion Project; provided that (i) the parties mutually agree upon and set forth in the Project Plan (A) the costs of such installation work to be included in the Cost of Conversion, and (B) the specifications and standards applicable to such installation work, and (ii) such installation work is accomplished by the Government Entity in accordance with the applicable design and construction specifications provided by the Company and set forth in the Project Plan.

    (b) Each estimate of the costs to be incurred by a party shall, at a minimum, be broken down by (i) the design and engineering costs, (ii) property and related costs, including any costs of obtaining operating rights, and (iii) construction costs, including and listing separately inspection, labor, materials, and equipment.

    (c) All facilities of the Company installed as part of the Conversion Project shall be located, and all related property and operating rights shall be obtained, in the manner set forth in the applicable provisions of Schedule 74. The Project Plan shall describe in detail the location of such facilities, any related property and operating rights required to be obtained, and the relative responsibilities of the parties with respect thereto.

    (d) The schedule set forth in the Project Plan for completing the Construction Work shall include, at a minimum, milestone time periods for completion of the Trenching, installation of ducts and vaults, the construction and removal of any Temporary Service, and the removal of overhead facilities.

(e) The Project Plan may include the specification of work and requirements for Government-Requested Upgrades and Company-Initiated Upgrades; provided, however, that the costs incurred by the Company with respect to the design and engineering of Company-Initiated Upgrades shall not be included in the costs reimbursable to the Company under this Agreement or the Construction Agreement. For purposes of the foregoing, (i) the term "Government-Requested Upgrade" shall mean any feature of the Underground Distribution System which is requested by the Government Entity and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced, and (ii) the term "Company-Initiated Upgrade" shall mean any feature of the Underground Distribution System which is required by the Company and is not reasonably required to make the Underground Distribution System comparable to the overhead distribution system being replaced. For purposes of subparagraph (ii), above, a "comparable" system shall include, unless the parties otherwise agree, the number of empty ducts (not to exceed two (2), typically having a diameter of 6" or less) of such diameter and number as may be specified and agreed upon in the final Scope of Work necessary to replicate the load-carrying capacity (system amperage class) of the overhead system being replaced. For purposes of subparagraph (i), above, any empty ducts installed at the request of the Government Entity shall be a Government-Requested Upgrade.

(f) The Project Plan shall set forth all specifications, design standards and other requirements for the Construction Work and the Conversion Project, including, but not limited to, the following: (i) applicable federal and state safety and electric codes and standards, (ii) applicable construction and other standards of the Company, and (iii) applicable street design and other standards of the Government Entity which are in effect as of the commencement of the Conversion Project.

12. Upon request of the Government Entity, and in any event at the times specified in the Design Schedule, the Company shall provide periodic reports which compare the actual costs of the Design Work incurred to that point in time to the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below. Further, if at any time the Company reasonably expects that the actual cost of the Design Work will exceed the Design Cost Estimate, as changed or amended in accordance with paragraph 13, below, the Company shall notify the Government Entity immediately. Upon receipt of the Company's notice, the Government Entity may, at its option,

(a) notify the Company in writing that this Agreement is terminated; or

(b) request a reasonably detailed explanation supported by documentation (reasonably satisfactory to the Government Entity) to establish that the actual costs in excess of the Design Cost Estimate are:

(i) reasonable,
(ii) consistent with the Scope of Work, and
(iii) consistent with sound engineering practices.

If the Government Entity requests an explanation, the Government Entity shall, within ten (10) business days after receipt of the explanation,

(a) change the Scope of Work in accordance with paragraph 13, below, or

(b) direct the Company to continue with the Design Work without a change in the Scope of Work, but reserving to the Government Entity the right to dispute the reasonableness of the costs to be paid the Company under paragraph 14, below, in accordance with the dispute resolution procedures in paragraph 16, below, or

(c) direct the Company to discontinue performing the Design Work pending resolution, pursuant to paragraph 16, below, of any dispute regarding the reasonableness of the costs, in which event the Design Schedule will be adjusted to reflect the delay, or

(d) notify the Company in writing that this Agreement is terminated.

In the event the Government Entity terminates this Agreement or discontinues the performance of the Design Work under subparagraph (c), above, for more than ninety (90) days, the Government Entity shall pay the Company for all costs incurred by the Company in its performance of the Design Work prior to the date the Company receives the Government Entity's notice of termination, plus any costs incurred by the Company for materials and other items ordered or procured by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project. The foregoing payment obligation shall survive any termination of this Agreement.

13. (a) Either party may, at any time, by written notice thereof to the other party, request changes to the Scope of Work (a "Request for Change"). No Request for Change shall be effective and binding upon the parties unless signed by an authorized representative of each party. If any approved Request for Change would cause an increase in the cost of, or the time required for, the performance of any part of the Design Work, an equitable adjustment in the Design Cost Estimate and the Design Schedule shall be made to reflect such increase. The parties shall negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution procedures in paragraph 16, below. Notwithstanding any dispute or delay in reaching agreement or arriving at a mutually acceptable equitable adjustment, each party shall, if requested by the other party, proceed with the Design Work in accordance with the Request for Change. Any such request to proceed must be accompanied by a written statement setting forth the requesting party's reasons for rejecting the proposed equitable adjustment of the other party.

(b) The Design Cost Estimate and/or the Design Schedule shall be equitably adjusted from time to time to reflect any change in the costs or time required to perform the Design Work to the extent such change is caused by: (i) any Force Majeure Event under paragraph 17, below, (ii) the discovery of any condition within the Conversion Area which affects the scope, cost, schedule or other aspect of the Design Work and was not known by or disclosed to the affected party prior to the date of this Agreement, or (iii) any change or inaccuracy in any assumptions regarding the scope, cost, schedule or other aspect of the Design Work which are expressly identified by the parties in the final Scope of Work. Upon the request of either party, the parties will negotiate in good faith with the objective of agreeing in writing on a mutually acceptable equitable adjustment. If, at any time thereafter, the parties are unable to agree upon the terms of the equitable adjustment, either party may submit the matter for resolution pursuant to the dispute resolution provisions in paragraph 16, below.

14. Upon completion of the Design Work (i.e., the date on which the Project Plan is final under paragraph 10, above, either by mutual agreement of the parties or as established through the dispute resolution procedures), the Government Entity shall pay the Company all actual, reasonable costs to the Company for the Design Work (which, if disputed in good faith by the Government Entity, may be submitted by either party for resolution pursuant to the dispute resolution provisions in paragraph 16, below), plus any costs incurred by the Company for materials and other items ordered by the Company with the prior authorization of the Government Entity in order to meet the schedule for the Conversion Project.

If, thereafter, the Construction Agreement is executed by the parties and the Conversion Project is completed within five (5) years from the date of this Agreement, the full amount of the costs incurred by the Company in its performance of the Design Work shall be included in the "Shared Company Costs" under the Construction Agreement and any payment of such amounts under this Agreement shall be credited to the Government Entity in calculating the "Net Amount" payable under the Construction Agreement.

15. Within sixty (60) business days after completion of the Design Work, the Company shall issue to the Government Entity an itemized invoice for the amounts payable under this Agreement. Such invoice shall be in a form mutually agreed upon by the Company and the Government Entity and shall, at a minimum, itemize the design and engineering costs, including and listing separately inspection, labor, materials and equipment. In the event the Government Entity does not verify such invoice within ten (10) business days of receipt, the Government Entity shall provide a written request to the Company specifying the additional information needed to verify the invoice. The Company will provide, within a reasonable period after receipt of any request, such documentation and information as the Government Entity may reasonably request to verify such invoice. The Government Entity shall pay the Company all amounts payable under this Agreement within thirty (30) days after receipt of the Company's invoice. Payment as provided in this Agreement shall be full compensation for the Company's performance of the Design Work, including without limitation all services rendered and all materials, supplies, equipment, and incidentals necessary to complete the Design Work.

16. Dispute Resolution Procedures:

    (a) Any dispute, disagreement or claim arising out of or concerning this Agreement must first be presented to and considered by the parties. A party who wishes dispute resolution shall notify the other party in writing as to the nature of the dispute. Each party shall appoint a representative who shall be responsible for representing the party's interests. The representatives shall exercise good faith efforts to resolve the dispute. Any dispute that is not resolved within ten (10) business days of the date the disagreement was first raised by written notice shall be referred by the parties' representatives in writing to the senior management of the parties for resolution. In the event the senior management are unable to resolve the dispute within twenty (20) business days (or such other period as the parties may agree upon), each party may pursue resolution of the dispute through other legal means consistent with the terms of this Agreement. All negotiations pursuant to these procedures for the resolution of disputes shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the state and federal rules of evidence.

    (b) Any claim or dispute arising hereunder which relates to the Scope of Work, Design Cost Estimate, and Design Schedule under paragraph 4, above; the Project Plan under paragraph 10, above; or any Request for Change (including, without limitation, any associated equitable adjustment) under paragraph 13, above; and is not resolved by senior management within the time permitted under paragraph 16(a), above, shall be resolved by arbitration in Seattle, Washington, under the Construction Industry Arbitration Rules of the American Arbitration Association then in effect. The decision(s) of the arbitrator(s) shall be final, conclusive and binding upon the Parties. All other disputes shall be resolved by litigation in any court or governmental agency, as applicable, having jurisdiction over the Parties and the dispute.

    (c) In connection with any arbitration under this paragraph 16, costs of the arbitrator(s), hearing rooms and other common costs shall be divided equally among the parties. Each party shall bear the cost and expense of preparing and presenting its own case (including, but not limited to, its own attorneys' fees); provided, that, in any arbitration, the arbitrator(s) may require, as part of his or her decision, reimbursement of all or a portion of the prevailing party's costs and expenses by the other party.

(d) Unless otherwise agreed by the parties in writing, the parties shall continue to perform their respective obligations under this Agreement during the pendency of any dispute.

17. In the event that either party is prevented or delayed in the performance of any of its obligations under this Agreement by reason beyond its reasonable control (a "Force Majeure Event"), then that party's performance shall be excused during the Force Majeure Event. Force Majeure Events shall include, without limitation, war; civil disturbance; flood, earthquake or other Act of God; storm, earthquake or other condition which necessitates the mobilization of the personnel of a party or its contractors to restore utility service to customers; laws, regulations, rules or orders of any governmental agency; sabotage; strikes or similar labor disputes involving personnel of a party, its contractors or a third party; or any failure or delay in the performance by the other party, or a third party who is not an employee, agent or contractor of the party claiming a Force Majeure Event, in connection with the Work or this Agreement. Upon removal or termination of the Force Majeure Event, the party claiming a Force Majeure Event shall promptly perform the affected obligations in an orderly and expedited manner under this Agreement or procure a substitute for such obligation. The parties shall use all commercially reasonable efforts to eliminate or minimize any delay caused by a Force Majeure Event.

18. This Agreement is subject to the General Rules and Provisions set forth in Tariff Schedule 80 of the Company's electric Tariff G and to Schedule 74 of such Tariff as approved by the Washington Utilities and Transportation Commission and in effect as of the date of this Agreement.

19. Any notice under this Agreement shall be in writing and shall be faxed (with a copy followed by mail or hand delivery), delivered in person, or mailed, properly addressed and stamped with the required postage, to the intended recipient as follows:

If to the Government Entity:	________________ ________________ ________________ Attn: ____________ Fax: __________
If to the Company:	Puget Sound Energy, Inc. 6905 South 228th Street, SKC-OFC Kent, WA 98032 Attn: Mary Ausburn, AICP Municipal Liaison Manager Fax: (253) 395-6835

Either party may change its address specified in this paragraph by giving the other party notice of such change in accordance with this paragraph.

20. This Agreement shall in all respects be interpreted, construed and enforced in accordance with the laws of the State of Washington (without reference to rules governing conflict of laws), except to the extent such laws may be preempted by the laws of the United States of America.

21. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and all other agreements and understandings of the Parties, whether written or oral, with respect to the subject matter of this Agreement are hereby superseded in their entireties.

22. This Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, purchasers, and transferees of the parties, including but not limited to, any entity to which the rights or obligations of a party are assigned, delegated, or transferred in any corporate reorganization, change of organization, or purchase or transfer of assets by or to another corporation, partnership, association, or other business organization or division thereof.

PUGET SOUND ENERGY

23. In connection with the Conversion Project, the parties have previously entered into an Engineering Design Agreement dated as of May 7, 2002 (the "Preliminary Agreement"), pursuant to which PSE has undertaken some or all of the Design Work contemplated by this Agreement. Accordingly, notwithstanding anything in this Agreement to the contrary, the following will hereafter apply:

   (a) The Preliminary Agreement is hereby superseded in its entirety by the terms of this Agreement;

   (b) The Government Entity's initial Scope of Work, as contemplated by paragraph 2, above, has been provided by the Government Entity to the Company and is attached hereto as Exhibit B, and all applicable provisions of this Agreement are hereby amended accordingly;

   (c) The parties acknowledge and agree that (i) the Design Cost Estimate, as contemplated by this Agreement, shall reflect the actual costs incurred by the Company to perform that portion of the Design Work undertaken pursuant to the Preliminary Agreement and shall set forth a good faith estimate of the costs to perform the remainder of the Design Work under this Agreement, and (ii) the Company's initial Design Cost Estimate, as contemplated by paragraph 3, above, shall be submitted by the Company to the Government Entity within ten (10) business days of the date of this Agreement, and all applicable provisions of this Agreement are hereby amended accordingly;

   (d) The parties acknowledge and agree that (i) the Design Schedule, as contemplated by this Agreement, shall reflect the completion of that portion of the Design Work undertaken pursuant to the Preliminary Agreement and shall set forth a schedule for completing the remainder of the Design Work under this Agreement, and (ii) the Company's initial Design Schedule, as contemplated by paragraph 3, above, will be submitted by the Company to the Government Entity within ten (10) business days of the date of this Agreement, and all applicable provisions of this Agreement are hereby amended accordingly; and

   (e) Except as necessary to implement subparagraphs (a) through (d), above, the terms of this Agreement will be binding on the parties and remain in full force and effect without amendment or change.

Government Entity:	Company:
______________________	PUGET SOUND ENERGY, INC.
BY______________________	BY______________________
ITS______________________	ITS______________________
Date Signed______________________	Date Signed______________________

Approved as to form:

____

EXHIBIT "B"

SCOPE OF WORK

Underground all existing overhead distribution lines and remove existing poles along Pacific Highway South between South 216th Street and Kent-Des Moines Road South, terminating at the nearest acceptable poles on adjacent intersecting streets.

All existing overhead transmission lines and poles along this corridor shall be relocated laterally.

The City desires to have ducts and vaults installed as part of this underground conversion process and the ducts and vaults are to be installed by the City's contractor.

The key milestone dates for this project are:

(a) December 2002 – Design completed.
(b) January 2003 – Advertise for bids.
(c) April 2003 – Begin construction.
(d) October 2003 – Complete underground conversion.

Detailed drawings showing the planned improvements to this public thoroughfare have previously been submitted to Puget Sound Energy on computer disk.

NEW BUSINESS
Item #3

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:
Year 2003-2008 Capital Improvement Plan

ATTACHMENTS:
Draft Resolution No. 02-247
Project Summary

FOR AGENDA OF: November 14, 2002

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 12, 2002

CLEARANCES:
[ ] Finance pl
[ ] Legal

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

Purpose and Recommendation

Suggested motion:
"I move to adopt draft Resolution 02-247 approving the City of Des Moines 2003-2008 Capital Improvement Plan".

Background

The Capital Improvement Plan provides a multi-year list of proposed major capital expenditures and associated operating costs for the City. The Growth Management Act of 1990 requires communities to adopt comprehensive plans to guide the orderly development of growth. Also, the Plan focuses the community and Council's attention on prioritizing projects, given the competing needs for projects.

The 2003-2008 Capital Improvement Plan reflects capital projects of the Municipal Capital Improvement, Arterial Streets, Surface Water Management, and Marina Depreciation and Improvement funds.

Recommendation

It is recommended that the City Council adopt Draft Resolution No. 02-247, approving the City of Des Moines 2003-2008 Capital Improvement Plan.

CITY ATTORNEY'S FIRST DRAFT 11/07/02

DRAFT RESOLUTION NO. 02-247

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, relating to capital improvement planning, adopting the 2003-2008 City of Des Moines Capital Improvement Plan, and superseding Resolution No. 919.

WHEREAS, the City Council of the City of Des Moines adopted the 2002-2007 Capital Improvement Plan by Resolution No. 919, and

WHEREAS, the City Council finds it to be in the public interest to adopt the 2003-2008 Capital Improvement Plan; now therefore,

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

Sec. 1. The City of Des Moines Capital Improvement Plan 2003-2008 is adopted by reference, as a guide for future capital improvement projects and policies.

Sec. 2. The City Manager is directed to submit to the City Council, for approval or adoption, annual updates to the Des Moines Capital Improvement Plan at least once a year.

Sec. 3. The City Manager is directed to submit to the City Council, for approval or adoption, amendments to specific projects contained in the Capital Improvement Plan when any project exceeds or will exceed budgetary authorization.

Sec. 4. The City Manager is directed to submit to the City Council, for approval, significant changes to the scope of any project contained in the Capital Improvement Plan as adopted in this resolution. Determinations regarding what constitutes a significant change in a CIP project shall rest with the City Manager, provided in all circumstances that the provisions of Sec. 3 are enforced. Finally, three City Councilmembers may determine a significant change has occurred or is proposed to occur with respect to any project contained in the CIP, which determination shall bring the matter before the full City Council for approval or authorization.

Sec. 5. Any new capital project meeting the criteria for inclusion in the CIP shall not be authorized without review and amendment to the 2003-2008 Capital Improvement Plan by the City Council.

Sec. 6. Resolution No. 919 is hereby superseded.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____day of November, 2002 and signed in authentication thereof this ____day of November, 2002.

____
M A Y O R

APPROVED AS TO FORM:

____
City Attorney

ATTEST:

____
City Clerk
DRAFTRES/02-247

CITY OF DES MOINES

TOTAL LAW ENFORCEMENT

	2001 ACTUAL	2002 BUDGET	2002 ESTIMATE YR TOTAL	2003 DEPT REQUEST	2003 EXEC AMEND	2003 ADOPTED	2004 ESTIMATE
Administration	$ 1,288,122	$ 1,546,381	$ 1,529,299	$ 1,545,957	$ 1,543,268	$ -	$ 1,600,382
Detective	$ 577,462	$ 668,110	$ 664,520	$ 702,158	$ 702,158	$ -	$ 747,251
Patrol	$ 2,909,628	$ 3,027,598	$ 3,039,417	$ 3,092,277	$ 3,086,218	$ -	$ 3,368,289
Traffic Unit	$ 370,575	$ 423,069	$ 428,893	$ 444,983	$ 444,483	$ -	$ 460,908
Animal Control	$ 83,006	$ 92,224	$ 80,929	$ 83,489	$ 83,489	$ -	$ 92,034
TOTAL	**$ 5,228,793**	**$ 5,757,382**	**$ 5,743,058**	**$ 5,868,865**	**$ 5,859,616**	**$ -**	**$ 6,268,864**

PRELIMINARY

EXECUTIVE SESSION - 6 p.m. Real Estate & Labor Negotiations

AGENDA
REGULAR MEETING DES MOINES CITY COUNCIL
November 14, 2002 - 6:30 p.m.

CALL TO ORDER - Mayor Wasson

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

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

BOARD & COMMITTEE REPORTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORTS

CONSENT CALENDAR*

1. Motion is to approve the minutes of October 24, 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.

   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 authorize the City Manager to approve all vouchers for payment of the following claims during the period of November 15, 2002 through December 5, 2002:

   a. All vouchers for payment of payroll checks, including Marina payroll, and

   b. All vouchers for payment of claims and Marina checks, provided that all vouchers and checks approved by the City Manager in accordance with this motion shall be presented at the December 12, 2002 Council Meeting.
4. Draft Ordinance No. 02-245 - Title: An Ordinance of the City of Des Moines, Washington, relating to the acquisition by eminent domain of a certain portion of property in the City of Des Moines necessary for construction and maintenance of the Pacific Highway South Improvement Project; describing the public convenience, use and necessity of such property; providing for the condemnation, appropriation and use of the property; providing the mode of payment of cost of acquisition of the property; and directing the City Attorney to prosecute such action in King County Superior Court.

TWO MOTIONS: First motion is to suspend Council Rule 26(b). Second motion is to approve Draft Ordinance No. 02-245.

5. Motion is to enter into the submitted agreement with Puget Sound Energy for the design of undergrounding the distribution system on Pacific Highway South and to authorize the City Manager to sign said agreement substantially in the form as submitted.

6. Motion is to approve entering into an agreement with South County Area Transportation Board for a period of three years, ending December 31, 2005, and for the City Manager to sign said agreement substantially in the form as submitted.

7. Motion is to approve the addendum to the Interlocal agreement with Yakima County for jail services and authorize the City Manager to sign said addendum substantially in the form as attached.

8. Draft Resolution No. 02-257 - Title: (DT revitalization)
MOTION is to approve Draft Resolution no. 02-257.

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

PUBLIC HEARING

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

PUBLIC HEARING

Draft Ordinance No. 02-248 2003 Property Tax Levy - 1st Reading
SUMMARY:

OLD BUSINESS

1. Preliminary 2003 Budget combine w/ CIP #4
Marina Capital
Budget Issues
SUMMARY: The purposed of this Agenda Item is to present to the City Council various budget issues for discussion and direction, including Marina Capital.

NEW BUSINESS
1. Proposed Settlement call Middleton

? last

2. Straightening Des Moines Eastern Boundary
   SUMMARY: The purpose of this agenda item is to allow for Council discussion and direction regarding the City's boundaries with the Cities of Federal Way and Kent. This matter was placed on the agenda at the request of Mayor Wasson.

3. Draft Res ~~Ordinance~~ No. 02-247 Adopting CIP - 1st ~~Reading~~
   SUMMARY:

4. Draft Ordinance No. 02-258 Marina Bonds - 1st Reading
   SUMMARY: The purpose of this agenda item is to adopt an ordinance that will enable the City to issue bonds to finance the projects identified in Phase One of the Comprehensive Marina Master Plan that was adopted by the City Council in June of 2001.

5. Draft Ordinance No. 01-142 Telecommunications Code Readoption - 1st Reading
   SUMMARY:

SEPA
public hearing ? ?

NEXT MEETING DATE - Regular Meeting November 21, 2002

ADJOURNMENT

CONSENT CALENDAR
Item #8

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

referred to finance 6-0

SUBJECT: Downtown Revitalization.

ATTACHMENTS: Draft Resolution No. 02-257.

FOR AGENDA OF: November 14, 2002

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: November 13, 2002

CLEARANCES:
[X] Legal Cam

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AP

RECOMMENDATION

Mayor Wasson has requested that this resolution be placed on the November 14, 2002 agenda for Council's consideration.

SUGGESTED MOTION: "To adopt Draft Resolution No. 02-257 to cooperate with the Greater Des Moines Chamber of Commerce in establishing downtown revitalization as a priority."

DRAFTRES:02-257

MAYOR WASSON'S FIRST DRAFT 11/13/02
DRAFT RESOLUTION NO. 02-257

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, in cooperation with the Greater Des Moines Chamber of Commerce, establishing downtown revitalization as a priority.

WHEREAS, the downtown business district in large part defines the character of the entire community, and

WHEREAS, the downtown business district suffers from increasing commercial vacancies, unsightly and poorly maintained properties, a higher level of struggling and failing businesses, and

WHEREAS, downtown revitalization is a key element in an overall economic development strategy, and

WHEREAS, successful downtown revitalization efforts in other communities have been planned and implemented through partnerships between the City, their local Chambers of Commerce and local businesses, and

WHEREAS, the City Council supports enhancement of the quality of the downtown business district; now therefore,

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

Revitalization of the downtown Des Moines business district shall be a priority for the City of Des Moines, in cooperation with the Greater Des Moines Chamber of Commerce. The City of Des Moines shall work diligently to plan and implement significant steps towards this goal in a timely fashion, and the City and the Greater Des Moines Chamber of Commerce shall render such assistance to each other as is practical and prudent towards its achievement.

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

____
M A Y O R

APPROVED AS TO FORM:

____
City Attorney

ATTEST:

____
City Clerk
DRAFTRES:02-257

PRELIMINARY
REGULAR MEETING DES MOINES CITY COUNCIL

MINUTES October 24, 2002

The regular meeting of the Des Moines City Council was called to order by Mayor Wasson at 7:31 p.m. in the Council Chambers, 21630 11th Avenue South, Suite B.

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

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, Community Development Judith Kilgore, and Deputy City Clerk Angela Chaufty.

MOTION was made by Councilmember White, seconded by Councilmember Thomasson and passed unanimously, to excuse Councilmember Sheckler.

Councilmember White reported that Councilmember Sheckler was healing from his recent surgery.

COMMENTS FROM THE PUBLIC

John Carroll, 24832 11th Avenue South

As chair of the Senior Advisory Committee, Mr. Carroll informed Council that he had been involved in working with the Municipal Facilities Committee to identify a facility for senior activities. He thanked Council for their support and asked them to approve the contract authorizing the remodel of the annex building.

Bob Ponds, 23116 30th Avenue South

Mr. Ponds thanked Council, the police department, and staff for their help in cleaning up his neighborhood. He said that Kings Arms Motel remained a problem. He requested that a video camera be installed in the back of the motel. Mr. Ponds requested that the Kings Arms Motel owner's business license be revoked as he felt that the hotel had a management problem.

Don Reicks, 21221 5th Avenue South

Mr. Reicks addressed Council regarding the placement of signs, particularly A-frame signs, in the rights-of-way. He felt that the signs violated the City ordinance and asked that Council address the issue.

Councilmember Thomasson stated that he had raised similar concerns with staff.

Linda Tualaulelei

As chair of ACORN (Association of Community Organizations for Reform Now), Ms. Tualaulelei thanked Council for the port-a-potty and swing for Midway Park. She asked Council to also address safety concerns by providing park lights.

Kay Sanchez, 22700 30th Avenue South, #B210

As co-chair of the Pacific Highway ACORN group, Ms. Sanchez said that the installation of lights at Midway Park would reduce prostitution and drug dealing in the park. As Puget Sound Energy shares the park, she suggested that Council ask them to help with the funding of the lights.

City Manager Piasecki noted that the issue would be discussed during the November 7, 2002 Council meeting. He said that the police department was working with the owners of Kings Arm Motel to address various issues. He noted that a proposed ordinance dealing with hotels would be presented to the Public Safety and Transportation Committee within the next month.

BOARD & COMMITTEE REPORTS

Judge's Decision Regarding Recall Effort

Councilmember Steenrod read the transcript of Judge Doerty's statement regarding the recall proceedings into the record. ***[Editor's Note: Complete statement attached. Councilmember Steenrod read aloud from Page 2, Line 15 through Page 11, Line 12.]***

Municipal Facilities Committee

Councilmember Steenrod informed Council that the bid proposal for the Des Moines Activity Center Remodel project had come in slightly overbudget. She expressed hope that the project would proceed. Councilmember Steenrod announced that the marina bond proposal for the Master Plan would be presented to Council at the November 7, 2002 meeting.

Finance and Economic Development Committee

Councilmember Steenrod reported that the committee had discussed economic development.

City Manager Evaluation Committee

Councilmember Thomasson announced that he had met with the City Manager to begin the evaluation process. He would schedule a meeting with the committee members soon.

Paul Barden's Letter Regarding the Flagpole

Councilmember White informed Council that she had received a letter from Paul Barden regarding the condition of a City flag and flagpole. She noted that Mr. Barden expressed a willingness to help the City improve their condition.

Economic Development Roundtable

Councilmember White reported that she had attended an Economic Development Roundtable the previous evening. She felt it was important for the surrounding communities to support each other.

PRESIDING OFFICER'S REPORT

Paul Barden's Letter Regarding the Flagpole

Mayor Wasson announced that he had also received Mr. Barden's letter regarding the flag and flagpole.

City Manager Piasecki requested a copy of the letter so that he could follow up with the Park and Recreation Director.

ADMINISTRATION REPORTS

Illegal Signs

City Manager Piasecki informed Council that he had discussed the sign placement issue with the Community Development Director. He explained that the Code Enforcement Officer was responding to issues on a complaint basis as well as area by area. He said that the priority of the downtown area would be increased.

City Manager Evaluation Committee

City Manager Piasecki announced that he would provide the committee with their requested information by the end of the following week.

CONSENT CALENDAR was read by Deputy City Clerk Chaufty.

~~1. Motion is to approve the minutes of October 3 and 10, 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.
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 #82826 through # 82995 & electronic fund transfers in the total amount of $626,920.39

Payroll fund transfers in the total amount of $328,975.09

3. Draft Resolution No. 02-146 ***[Assigned Res. No. 940]*** - Title: A Resolution of the City Council of the City of Des Moines, Washington, related to the Des Moines City Council Rules of Procedure and amending Rule 23.

MOTION is to approve Draft Resolution No. 02-146.

4. Two motions:

A. Motion is to enter into Agreement No. GCA 3432 with the Washington State Department of Transportation for the overlay program to receive State funds in the amount of $835,854 and to authorize the City Manager to sign the agreement substantially in the form as submitted.

B. Motion is to enter into Agreement No. GCA 3349 with the Washington State Department of Transportation for installation of low profile median barrier to receive State funds in the amount of $350,000 and to authorize the City Manager to sign the agreement substantially in the form as submitted.

5. Motion is to approve the contract of the Des Moines Activity Center Remodel Project construction services with SKM Construction, in the amount of $143,150, plus tax, and authorize the City Manager to sign the contract substantially in the form as submitted and to authorize the City Manager to approve change orders in amounts not to exceed 10% in total.
6. Motion is to authorize the City of Des Moines' participation in the grant application to the Economic Development Administration and, if successful, to authorize the City Manager to contribute up to $5,000 in cash and up to $5,000 in in-kind services including GIS and staff time to this project.

Mayor Pro Tem Benjamin removed Item No. 1.

Upon questioning from Councilmember Steenrod, City Attorney Marousek explained that a separate resolution would be required if Council wished the minute requirements noted in Draft

Resolution No. 02-146 to also pertain to council meeting minutes. She noted that Rule 23 of the City Council Rules of Procedure referred to committee meetings while Rule 12 dealt with Council meetings. Any revision to the City Council Rules of Procedure would require two readings.

Councilmember Steenrod said that she wanted to ensure that action items were identified in the minutes.

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

CONSENT CALENDAR ITEM NO. 1

Mayor Pro Tem Benjamin clarified that the word "local" should be inserted in the last sentence of Paragraph 5 on Page 5 of the October 3, 2002 minutes.

MOTION was made by Councilmember White, seconded by Councilmember Thomasson, and passed unanimously to approve the minutes of October 3, 2002, as amended, and of October 10, 2002.

NEW BUSINESS

Economic Development

City Manager Piasecki noted that the following economic development presentation was in response to Councilmember Steenrod's request.

Councilmember Steenrod introduced Des Moines Chamber of Commerce President Ed Coumou.

Mr. Coumou introduced Gary Peterson from the city of Tacoma's Building and Land Use Division.

Mr. Peterson distributed a brochure highlighting the city of Tacoma's building permit process. He said that the city had, over a period of ten years, developed a permitting system that served as an economic incentive to the community. Mr. Peterson informed Council that surveys indicated that customers desired predictability and timeliness as well as identified, practical, and consistent permitting requirements. The City Council addressed safety, code enforcement and community policing issues while the staff worked to develop an eight-week permitting process that met customer and staff requirements. A money back guarantee provision was incorporated into the permitting process. Additional staff was added to meet the eight-week processing requirement. Mr. Peterson said that Council also empowered staff to solve problems.

Mayor Pro Tem Benjamin felt that the city of Tacoma presented a great model for the city of Des Moines to study and follow.

Mr. Peterson identified knowledge and customer communication as keys to the success of the permitting process. He said that he would be available for any questions Council might have regarding Tacoma's permitting process.

Upon questioning, Mr. Peterson said that all utilities, with the exception of gas, phone, and one cable company, were divisions of the city of Tacoma. He said that the eight-week clock began upon receipt of a complete application. Mr. Peterson explained that the money back guarantee was not noted in the code but was a commitment of the department. He said that the Department Director had authority to revise fees.

Mayor Wasson noted that Tacoma had aimed their advertising at increasing economic development.

Mr. Peterson said that the city of Tacoma had experienced an increase in the number of development inquiries.

Mr. Coumou provided Council with an overview of the Governor's 2002 Economic Development Conference conducted September 12-13, 2002 in Spokane, Washington. He distributed a packet of conference materials to Council. Mr. Coumou defined economic development as the process of strengthening the economic vitality of a community. It entailed attracting quality businesses, improving the character and well-being of the area, and increasing City revenues in order to provide improved services to the citizens. Mr. Coumou felt that Des Moines currently faced a serious and deepening financial crisis. He said that Des Moines could achieve positive economic development while preserving its quality of life. Mr. Coumou informed Council that the conference focused on leadership, partnership, recovery, and results. Successful economic development efforts, current state issues, and partnership opportunities were also discussed. Mr. Coumou said that representatives from most cities in Washington as well as various Chamber of Commerce, Economic Development Councils, and other business groups were in attendance. He mentioned that no representatives from the City of Des Moines were present.

Councilmember White felt that regional efforts were important and representation was necessary even though the budget was tight.

Mr. Coumou briefly highlighted the following workshops he attended:

1. Washington State: The Gateway to Global Markets
2. Biotechnology: So What Is All the Fuss About?
3. The Marketing Clinic: Winning Prescriptions for Selling Your Community
4. Expedited Permitting as a Critical Economic Development Tool
5. Downtown Revitalization: A Key to an Economically Competitive Community

Mr. Coumou stated his belief that biotechnology would fit in Des Moines due to the city's close proximity to the airport, major educational and research facilities, and major suppliers. Mr. Coumou said that he had also gathered materials from the workshops he was unable to attend and said that he would provide further information about them upon request.

Based upon his experience at the conference and from discussing the city's situation with various experts, Mr. Coumou recommended the following actions for Des Moines:

1. Review zoning ordinances in order to remove roadblocks to development and to be in general "synch" with surrounding communities.
2. Create and implement a better commercial zoning variance mechanism.
3. Implement a "One Stop, Expedited Permitting" process.
4. Commit to downtown revitalization.

- Address the parking situation.
- Enforce existing fire, safety and health regulations to clean abandoned or problem properties.
- Improve signage for existing parks and points of interest.

5. Partner with other public and private organizations.
6. Fund the Economic Development Council (EDC) and the Visitor's Center.
   - Possibly fund the visitor's center through the levying of a room tax.
   - Possibly provide the Des Moines Economic Development Council with office space or funding support.
7. Consider low-impact retail at the Marina.
8. Commit to a course of action and a time line.
9. Get engaged and stay engaged in economic development.

Councilmember White clarified that low-impact retail was included in the Marina Master Plan.

Mr. Coumou explained that an Economic Development Council (EDC) steering committee was being formed. He said that the EDC would operate separately from the Chamber of Commerce. He invited Council to attend their meeting on November 6, 2002 at 8:00 p.m.

City Manager Piasecki informed Council that Community Development Director Kilgore and Park and Recreation Director Thorell were participating in the EDC.

Mr. Coumou said that the city of Renton was willing to share their expertise with Des Moines' Council and staff.

Councilmember Steenrod said that tours to Renton and Tacoma would be scheduled.

At 9:08 p.m., Mayor Wasson declared a ten-minute break.

Councilmember Steenrod introduced Community Development Director Kilgore.

Community Development Director Kilgore introduced Ray Moser, King County's Economic Development Manager.

Mr. Moser highlighted the following financing programs available to the city and/or developers:

1. Community Development Interim Loan Fund
   The fund was based upon the amount of CDBG money allocated but not yet spent. Thirty-month loans were available and a bank would need to take on the loan based upon the assets of the company. The program was available to cities or businesses for business development, business expansion, or housing rehabilitation. The City of Kent utilized this program to purchase property for development.
2. HUD 108 Program
   Program is described as "gap financing". Typical projects include office space, commercial businesses, and hotel development. The King County Block Grant Consortium must approve the project.
3. Small Business Loan
   A loan for up to $50,000 is available to a small business.

4. Industrial Revenue Bonds
   This program was available to manufacturers for fixed asset expansion.
5. Economic Development District Infrastructure Grants
6. Public Works Grants
   Grants available for infrastructure supporting basic industry development. Matching funds, based upon unemployment figures, are required. The construction of Safeway on "C" Street in Auburn would most likely be funded through this program.

Mr. Moser noted that the first three programs listed utilized Community Development Block Grant Funds. As such, they required that for every $35,000 loaned, one job must be created or retained, and 51% of the clients, jobs, or tenants (dependent upon the project) must be low to moderate income people. He informed Council that the city of Kent was supporting pending legislation that would allow tax increment financing based upon sales tax receipts. In regard to financing projects through the property tax, Mr. Moser explained that all four junior tax districts must agree to the use of property tax.

Upon questioning from Councilmember Steenrod, Mr. Moser explained that new CDBG money would be available in January. He encouraged Council to contact him if they had any questions.

Community Development Director Kilgore informed Council of the SW King County Economic Development Committee's roundtable meeting. She noted that the purpose of the committee was to develop an economic development strategy for SW King County and to prepare the area for the next economic cycle. At the meeting, elected officials indicated that the committee's efforts should continue through the work of the steering committee and through the formation of an executive committee. The executive committee would consist of one elected representative from each city, the Port of Seattle, and King County. The steering committee presented the following four options for the remaining available grant money to the roundtable's attendees:

1. Fund a Business Development Resource Center at Highline Community College for two years.
2. Fund a Business Retention and Recruitment Specialist to serve as a liaison between major local businesses and the area for one year.
3. Hire a consultant to develop a marketing strategy study.
4. Create a regional Public Development Authority, an independent legal entity that is able to develop property and secure development.

The attendees decided that the use of the grant money should be the Executive Committee's first order of business. Community Development Director Kilgore noted that a representative to the Executive Committee would need to be appointed by November 15, 2002.

Community Development Director Kilgore informed Council that an overview of an analysis of the strengths, weaknesses, opportunities, and threats of the region performed by representatives from Buffalo, NY, San Francisco, CA, and Portland, OR was also presented by the Manager of the Portland Redevelopment Authority. The speaker noted that the area had underutilized land, low housing and land costs, and accessible transportation. He suggested that a comprehensive program be adopted.

Councilmember White volunteered to serve as the SW King County Economic Development Executive Committee representative.

Councilmember Thomasson questioned whether the organization would require an interlocal agreement.

Community Development Director Kilgore suggested that the Executive Committee address that issue as they moved from the policy to implementation stage.

Councilmember Steenrod noted that Highline Community College had also been invited to participate in the committee.

Councilmember Steenrod announced that she had attended the Washington Alliance Program seminar hosted by the International Economic Development Council and the International Council of Shopping Centers. She thanked Assistant City Manager Loch for displaying information regarding the Pacific Ridge area. Councilmember Steenrod highlighted the following two projects shared at the meeting:

1. City of Kent Station Project – Two development companies partnered with the City of Kent to phase in development.
2. City of Bremerton Revitalization Project – The project includes renovation of the Marina area in order to create a tourist attraction that includes retail and office space, a hotel, a conference center and the Marina office. The city had also partnered with a private company for an ice-skating rink.

Councilmember Steenrod said that there were several exciting projects being developed and several people willing to share their expertise. She noted that Nathan Torgelson from the City of Kent was willing to address Council regarding their station project. Councilmember Steenrod said that the Finance and Economic Development Committee would be studying the economic development issues.

NEXT MEETING DATE - Regular Meeting October 31, 2002

ADJOURNMENT

At 10:09 p.m., **MOTION** was made by Councilmember White, seconded by Councilmember Thomasson and passed unanimously to adjourn the meeting.

Respectfully submitted,

Angela M. Chaufty
Deputy City Clerk

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON

IN AND FOR THE COUNTY OF KING

IN RE THE MATTER OF RECALL CHARGES AGAINST CITY OF DES MOINES MAYOR DONALD WASSON, COUNCILMEMBER RICHARD BENJAMIN, COUNCILMEMBER GARY PETERSEN, AND COUNCILMEMBER MAGGIE STEENROD.	COPY CAUSE NO. 02-2-26376-3 SEA

VERBATIM REPORT OF PROCEEDINGS
JUDGE'S ORAL DECISION

HEARD BEFORE THE HONORABLE JAMES DOERTY

September 25, 2002

APPEARANCES:

JEFF RICHARD, Deputy Prosecuting Attorney, appearing on behalf of the city of Des Moines;

SCOTT M. MISSALL, Attorney-at-Law, appearing on behalf of Mayor Wasson and councilmembers Richard Benjamin, Gary Petersen and Maggie Steenrod;

DAVE MIDDLETON, Attorney-at-Law, appearing on behalf of the complainant, Eduardo I. Pina.

WHEREUPON THE FOLLOWING PROCEEDINGS WERE HAD AND DONE, TO-WIT:

ORDERED BY: SCOTT M. MISSALL (206) 682-3333

REPORTED BY LADD A. SUTHERLAND, RPR, CSR, OFFICIAL COURT REPORTER

WEDNESDAY, SEPTEMBER 25, 2002; 3:39 PM

THE COURT: Thank you.

MR. RICHARD: Thank you, Your Honor.

MR. MIDDLETON: Your Honor, may I provide a strict reply to comment of counsel?

THE COURT: If you do he gets to do one back because you're not the moving party. So I'm going to deny you that opportunity, because I wouldn't figure out how to end it.

And, for the record, I'm also not going to consider the additional minutes of the June 6th and the regular meeting that Mr. Middleton offered at the beginning of the proceedings.

This is a political situation. It's one of those places where law and politics come very closely together. It's always a bit disconcerting for the court to have to mess around with politics, especially when it's election year for judges. But we do have to as judges on occasion rule on political situations. Sufficiency of initiative petitions is an example, and proceedings to certify petitions to recall are another one.

I believe that the way that the legislature has intended the court to minimize its politicking or second-guessing political decisions, if I can put it that way, is indeed that the sufficiency of the charges has to be determined on the face of the charges and in no other way. And on the face of these charges the court concludes that they are insufficient. And I will not certify the petition for recall.

Particularly with respect to the Open Public Meetings Act the court is guided by substantial law promulgated in the Supreme Court and the Court of Appeals. And those cases have been discussed in the brief by the lawyers. But I just want to indicate that I'm relying on particularly the Supreme Court's decision in the Recall of Anderson, a 1997 case. And it originates out of Yakima County. But it did have to do with a violation of the alleged -- of the Open Public Meetings Act. And the intent requirement is the exceeding requirement when we're talking about a violation of the Open Meetings Act.

But I realize that it may sound like hair splitting when we are talking about the violation of an open public meeting and whether you had an open public meeting. There's no question that the meetings in question were open public meetings. Especially if you compare them with what they might have been: That nobody knew about the meetings except the people that went to it and fixed up a deal in the back room. There's concerns raised about violations of the statute itself.

There can't be any conclusion that's reasonable, to my way of thinking, that there was a substantial violation of the statute, however, when the record of that open public meeting, where it's unrebutted that all seven council members were present and at least a hundred citizens were present. When we look at the transcripts from those proceedings it becomes very obvious that there is a legitimate dispute about the legal advice that the city attorney at that time was providing and how that was being viewed.

I believe that attached to the brief on behalf of the recall effort -- yeah, here it is -- is -- it's a memo to city council members from Gary McLean dated March 13th. And it is instructive, I think, to consider his conclusions about the procedures used to call the meeting on that occasion. And he concludes, quote, "Unless those requirements have been followed exactly, any action the city council takes may be subject to legal challenge."

He does not say in his memo, "Unless these requirements have been followed exactly you will be in violation of the Open Public Meetings Act." He is providing a prudent legal analysis.

I'm not sure that any lawyer could conclude, based on what was known to Mr. McLean, that that was an illegal meeting. And there are members, clearly, of the council who did not agree with him, even insofar as he went. But he did not go so far as to say that this meeting is illegal. But he said it was going to cause you trouble. And it certainly did. These clients chose not to accept that lawyer's advice, but to make this point even more solidly. Some of the council members clearly expressed their disagreement with this legal analysis and talked about getting other legal advice.

So when you have that kind of a dynamic going on, for the court to conclude that there was intent to violate the Open Public Meetings Act is really not a reasonable conclusion for me to make. There was that different interpretation. There were different legal opinions. There was different advice. There may in fact have been a violation of the Open Public Meetings Act. But the question is not whether or not there were violations of the Open

Public Meeting Act or even whether or not it was an open public meeting; it is whether there was intent on the part of the elected officials to violate the Open Public Meetings Act. And that cannot be established on the face of this petition.

I also found instructive on this point -- and I recognized that the recall effort has made an effort to distinguish it -- The Estee case, which, like the Anderson case, again emphasizes that the -- in that case again the petition for recall was factually insufficient because the intent by the board to commit the unlawful act was not established. So those are my observations or the reasons with respect to the Open Public Meetings issues.

The petition itself is instructive in this regard, too, I think. And Mr. Pina in paragraph 3 of his petition indicates, "I've reviewed the videotape of the March 13th, 2002 meeting of the Des Moines City Council attached hereto as Exhibit A. That meeting was held without proper notice under the Open Public Meetings Act as I understand the law to be."

And, of course, with respect to the law it's not a matter of what he understands the law to be;

it would have to be what the council members understand the law to be. And they would have had to have deliberately intended to violate the law.

I don't think it's exactly a matter of res judicata, but it is a little bit difficult for me to do an end run on Judge McDermot's findings. And I'm not going to do that. I think I would have probably made similar findings. And the facts under those circumstances -- and I can certainly see that there might be a variety of reasons for why the council members would order their attorneys -- or these council members would order their attorney to withdraw the motion to reconsider. And I can conclude that that is proof of a conflict of interest just because they would benefit by it. It may also be that the city would benefit by it. So that doesn't mean there was a conflict of interest.

There's also this bit about errors and omissions and insurance. I don't think it's a conflict of interest for the members of the council to want the case to be captioned whoever versus the city of Des Moines so that the city attorney would defend it and not them individually. So aside from whatever the outcome of the case might be, one reason might be that they wouldn't want to individually defend the lawsuit. That is perfectly reasonable given a situation that most elected officials find themselves in as elected representatives of the people. As I might say, elected representatives of the people generally of the state of Washington do not get a whole lot of salary. They wouldn't want to be looking at big legal bills. The conflict of interest would go to the outcome and the end result of the lawsuit.

The next problem, of course, with respect to the withdrawal of the motion is we -- besides the fact that it could have been intended for a variety of reasons -- and admittedly some of them might involve a conflict of interest -- I'd have to speculate, just as I have to speculate as to what some of the reasons that they had that would not be a conflict of interest are -- that the biggest problem is the bottom line of the whole thing, because we have no idea where this lawsuit is going or where it's going to come out.

So it's very difficult for me to conclude on the face of this petition that the instructions to counsel to withdraw the motion to reconsider is an act of misfeasance or malfeasance or a violation of the oath of office.

I think that the final allegation with respect to Mr. Petersen is really resolved by the timing of the restraining order and the injunction. And I find that would be the weakest of all of these allegations.

I did want to comment, because I think it may help the parties understand and the record to reflect the court's -- part of the court's reasoning and thinking about this petition. And I do want to say I did not take the petition to certify recall lightly at all. The political process in this part of the United States in my view is exceptional. It's exceptional because it is wide open. We do not have machine politics here. We have an initiative and referendum process that is extremely vexing to bureaucrats. But it's nevertheless an important part of government. The recall portion is important. This is politics. And I think sometimes people become dismayed about politics and government because it is political.

The proposed amendments to ballot synopsis in their first line with respect to each of the members -- the first one on the proposed synopsis is Ms. Steenrod's -- is the following proposed language: She voted contrary to the interests of the city.

And the key word is voted. It is extremely difficult to get to misfeasance and malfeasance and a violation of the oath of office when the recall people are critical of the vote.

This is an entirely political situation. I don't live in Des Moines. I live in Seattle. I'm not familiar with Des Moines. It sounds like a pretty exciting place. But this is a political problem. And it does not rise, in my view, to the level of misfeasance or malfeasance or violation of the recall to have this.

Thank you all for your attention.

MR. MISSALL: Your Honor, do I need to prepare an order?

THE COURT: I had an opportunity to review the findings of fact and conclusions of law that you submitted with respect to the pleadings. And I'll sign the original version of those.

MR. MISSALL: I'll leave those with you.

Counsel has been provided with a copy of that, of course.

THE COURT: This matter is concluded.

(The hearing in the above-entitled matter concluded at 4:04 PM.)

CONSENT CALENDAR
Item #4

AGENDA ITEM

SUBJECT: Draft Ordinance No. 02-245 for Acquisition of Property by Eminent Domain for Pacific Highway South Project	AGENDA OF: November 14, 2002
	DEPT. OF ORIGIN: Public Works
ATTACHMENTS:	DATE SUBMITTED: November 6, 2002
A. Draft Ordinance No. 02-245 B. Pacific Highway South Project Map C. Exhibit Map	CLEARANCES: [ ] Finance [X] Public Works [X] Legal
	APPROVED BY CITY MANAGER FOR SUBMITTAL:

Purpose and Recommendation:

The purpose of this report is to seek City Council approval of a draft ordinance regarding eminent domain acquisition of a portion of property for the Pacific Highway South project.

Suggested Motions:

The following motions will appear on the Consent calendar:

1) "To suspend Rule 26 (b) to consider Draft Ordinance No. 02-245 on first reading," and

2) "To adopt Draft Ordinance No. 02-245 relating to the acquisition by eminent domain of required property for the Pacific Highway South Project."

Background:

The Pacific Highway South Redevelopment Project requires right-of-way purchases of portions of 50 parcels along SR 99 from Kent Des Moines Road to South 216th Street as well as three full lots for detention ponds. The City Council has previously approved proceeding with purchasing the required property. Because the project is funded through federal, state and local grants, there are special procedures for obtaining the needed properties. An appraisal is prepared for each property by our consultant appraiser. A state-certified independent review appraiser reviews the appraisal, then offers are made for the appraised value of the property.

Discussion:

The Pacific Highway South Redevelopment Project is scheduled to be advertised for construction this winter. The biggest challenge to this schedule will be obtaining the necessary right-of-way certification from the State. In order to meet this challenge, it is imperative that properties be purchased as quickly as possible and the utility relocation process be expedited. The draft ordinance for the acquisition of property through eminent domain allows staff to proceed with condemnation as soon as it is evident that properties will not be obtained through negotiation. Draft ordinances will be prepared for future council meetings as needed for any remaining properties. To date, negotiations have been successful on 32 properties.

This ordinance covers approximately 780 square feet of additional property in the northwest corner of Bartell Drug's property along South 216th Street. This additional space is necessary to accommodate all of the features that have been designed for the corner of South 216th Street and Pacific Highway South including transformers, signal controller cabinets, other utility cabinets, landscaping, and gateway signs and features. There is not enough room within the property that is currently under condemnation to accommodate all of these items. It was decided some of these electrical items could be accommodated in the northwest corner of the site with less impact to the property. As has been done in the past, staff will continue to negotiate with property owners listed in the ordinances in hopes that legal action will not be necessary and a settlement can be reached to obtain the required properties.

Alternatives:

There are no viable alternatives that would not result in considerable alteration to the project design or in delay and increased costs to the project. We have already successfully purchased 62% of the properties needed. As stated above, we continue to negotiate with owners regardless of whether their property is listed on a condemnation ordinance. We prefer to negotiate rather than exercise eminent domain.

Financial Impact:

It is important that this step is taken to minimize continuously escalating costs associated with delay to the project.

Recommendation/Conclusion:

Staff recommends this ordinance be adopted on its first reading to ensure that the Pacific Highway South project stays on schedule.

Concurrence:

The Legal Department and City Manager are kept apprised of negotiations and approve all paperwork as required. When specific issues come up that require input by Community Development, we solicit their input. This is a joint effort to improve the conditions along Pacific Ridge.

LEGAL DEPARTTMENT'S FIRST DRAFT 11/04/02

DRAFT ORDINANCE NO. 02-245

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, relating to the acquisition by eminent domain of a certain portion of property in the City of Des Moines necessary for construction and maintenance of the Pacific Highway South Improvement Project; describing the public convenience, use and necessity of such property; providing for the condemnation, appropriation and use of the property; providing the mode of payment of cost of acquisition of the property; and directing the City Attorney to prosecute such action in King County Superior Court.

WHEREAS, there exists in the City of Des Moines a certain portion of property legally described in Section 1 of this ordinance, and

WHEREAS, the City of Des Moines is in active negotiations with the owners of said property and it appears that the City of Des Moines will be unable to acquire said property by negotiation, and

WHEREAS, the City Council finds that said property is critical to the *Pacific Highway South Improvement project* and it is in the public interest to have such property for public health, safety, welfare and transportation needs, and

WHEREAS, based on the foregoing, the City Council finds that the only alternative available for acquisition of the following property may be by eminent domain; now therefore,

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

Sec. 1. Legal description. The real property that is the subject of this ordinance is legally described as follows:

(a). Tax Parcel No. 2156400301

A portion of that property as described in instrument recorded under Recording Number 9811061874 records of King County, Washington, being described as follows:

Commencing at the northwest corner of the above said parcel, being 42 feet south of the center line of South 216th Street; thence along the north line

ATTACHMENT A

of said parcel South 88°15'50" East a distance of 80.00 feet to the Point of Beginning; thence continuing along the north line of said parcel South 88°15'50" East a distance of 39.00 feet; thence perpendicular to the north line of said parcel South 1°44'10" West a distance of 20.00 feet to a point 62.00 feet south of said centerline; thence parallel with and 62.00 feet south of said center line North 88°15'50" West a distance of 39.00 feet; thence North 1°44'10" East a distance of 20.00 feet to the Point of Beginning, containing 780 square feet, more or less.

Sec.2. Public use and necessity. The public convenience, use, and necessity demand the acquisition of the real property described in section 1 herein for construction and maintenance of the *Pacific Highway South Improvement Project* and for use by the public for public transportation needs.

Sec. 3. Condemnation of property. The real property described in section 1 herein is hereby condemned and appropriated and taken for the purposes described in section 2 herein, only after just compensation has been made, or paid into the court for the owner thereof in a manner provided by law.

Sec. 4. Costs of acquisition. The costs of the acquisition provided for by this ordinance shall be paid by the general fund of the City of Des Moines, or such other funds of the City of Des Moines as may be provided by law.

Sec. 5. Authority of City Attorney. The City Attorney is hereby authorized and directed to begin and prosecute the actions and proceedings in a manner provided by law to condemn, take, damage, and appropriate the real property necessary to carry out the provisions of this ordinance. In conducting such condemnation proceedings, the City Attorney is hereby authorized to enter into stipulations for the purpose of minimizing damages.

Sec. 6. Severability - Construction

(1) If a section, subsection, paragraph, sentence, clause, or phrase of this ordinance is declared unconstitutional or invalid for any reason by any court of competent jurisdiction,

such decision shall not affect the validity of the remaining portions of this ordinance.

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

Sec. 7. Effective date. This ordinance shall take effect and be in full force five (5) days after its passage, approval, and publication in accordance with law.

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

____
MAYOR

APPROVED AS TO FORM:

____
City Attorney

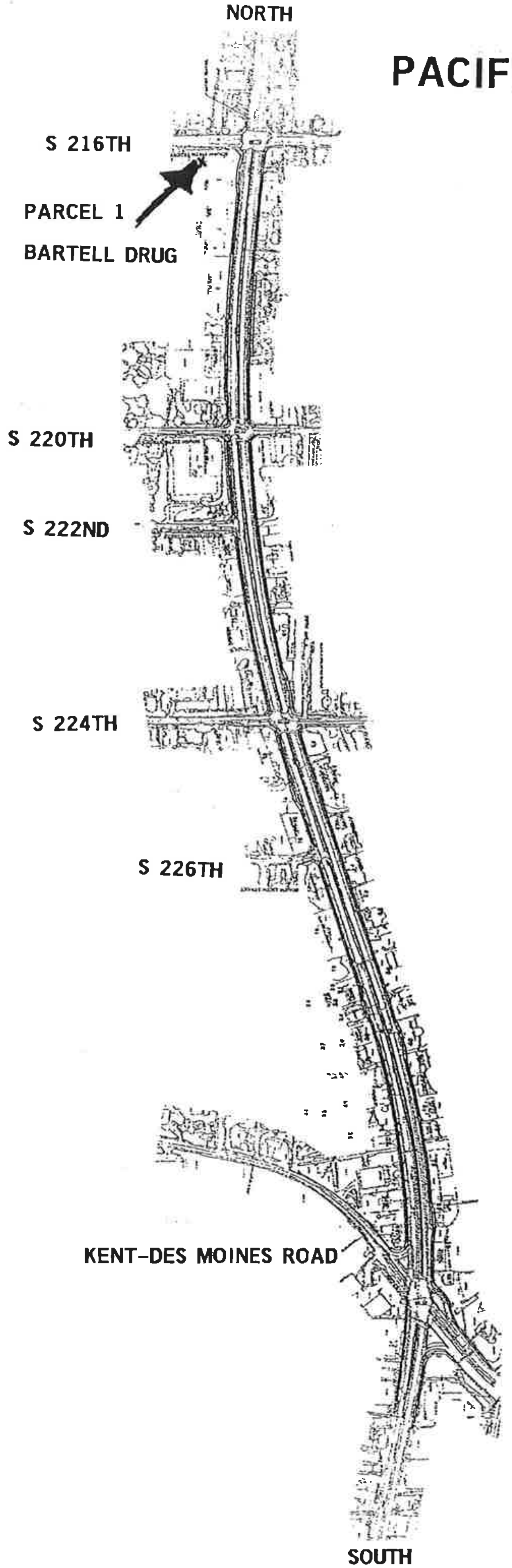
ATTEST:

____
City Clerk

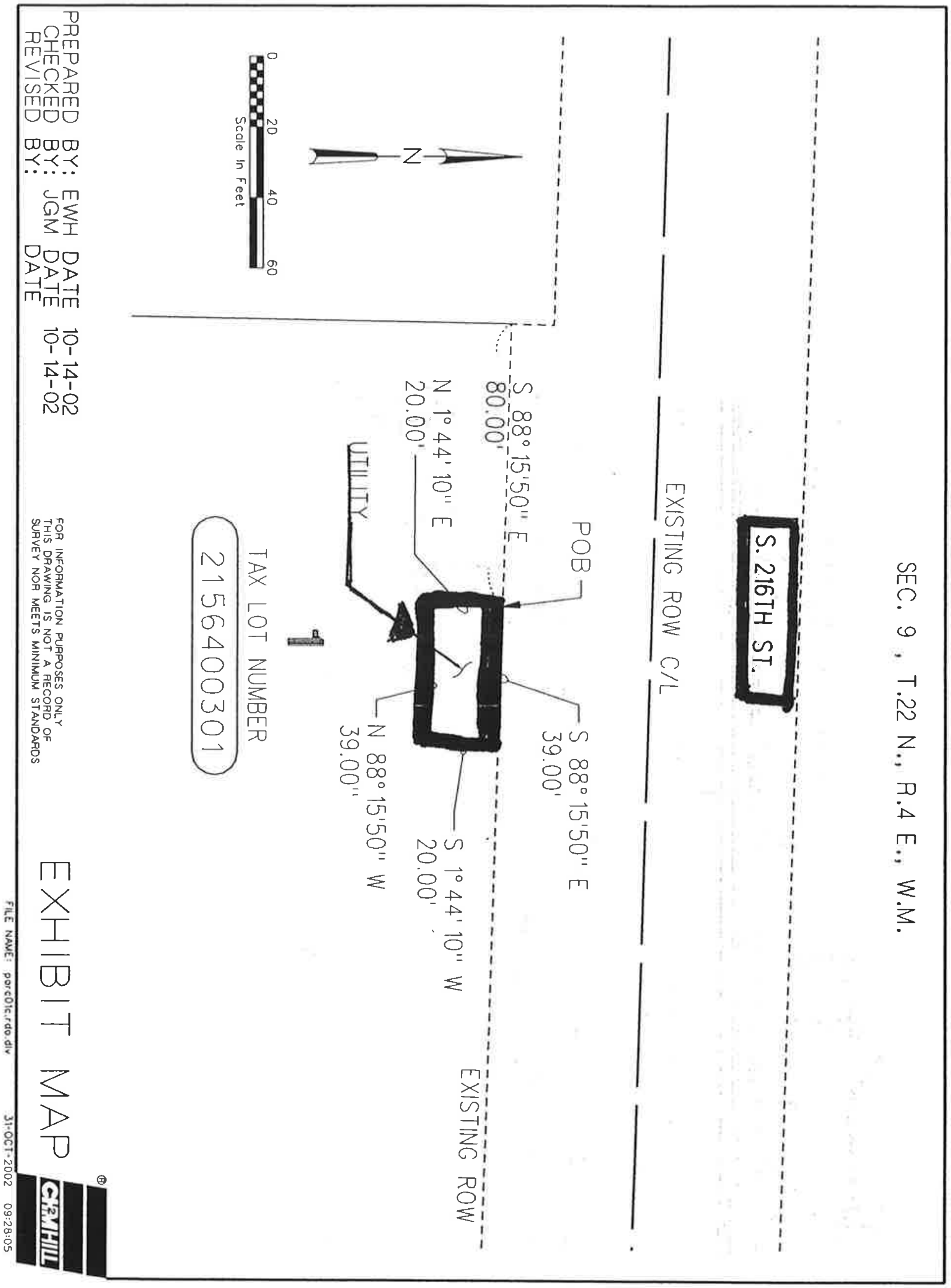
Published: ___________, 2002

DRAFTORD/02-245

PACIFIC HIGHWAY SOUTH PROJECT MAP



ATTACHMENT B



ATTACHMENT C

CONSENT CALENDAR
Item #6

AGENDA ITEM

SUBJECT: Agreement with the South County Area Transportation Board (SCATBd) for continued City participation.	AGENDA OF: November 14, 2002
	DEPT. OF ORIGIN: Public Works
	DATE SUBMITTED: November 7, 2002
ATTACHMENTS: 1. Letter from SCATBd listing minor revisions from last agreement. 2. Agreement with SCATBd to be signed.	CLEARANCES: [ ] Finance [X] Public Works [X] Legal
	APPROVED BY CITY MANAGER FOR SUBMITTAL:

Purpose and Recommendation:

The purpose of this is to approve the City of Des Moines' continued participation with the South County Area Transportation Board (SCATBd) by entering into an agreement for another three-year period.

Suggested Motion:

The following motion will appear on the Consent Calendar:

1) "I move to approve entering into an agreement with South County Area Transportation Board for a period of three years, ending December 31, 2005, and for the City Manager to sign said agreement substantially in the form as submitted."

Background:

The City of Des Moines has been an active member of SCATBd; however the agreement will expire on December 31, 2002. Council Member Susan White currently represents the City in this group along with the Public Works Director, Tim Heydon who serves as the alternate. SCATBd provides a forum for sharing information and coordinating interrelated projects as well as providing a strong voice for making sure that South County transportation needs are considered in this region. Without a unified South County voice, the strong East County and Seattle transportation interests would be expected to dominate King County decision making on this important topic. The City of Des Moines has benefited on a number of occasions by having SCATBd backing for our street and transit needs.

Discussion:

The purpose of the agreement is to identify the voting and non-voting members of the South County Area Transportation Board and to provide for its continuation. SCATBd is the South County forum for information sharing, consensus building and coordination to resolve transportation issues, which affect the South King County area. SCATBd is a forum that allows input into decisions and other transportation-related issues as determined by the membership, issues such as:

- Development of King County Metro Six-Year Transit Development Plan
- Implementation of transit service priorities
- Recommendations for Transportation Equity Act for the 21st Century (TEA-21) regional project identification and Countywide project selection
- Recommendations for modifications to Sound Move Plan service implementation-related services, projects and development of future Phase II planning efforts.

It is especially important to have a voice during these tight economic times, the more South County works cooperatively, the better chance the Cities have to benefit from decisions made by this board.

Alternatives:

Council could decide not to participate, but Des Moines would be left out of the loop for input, decisions and resources that will affect our role in transportation issues in the South County areas. We would have to handle our issues without the support and networking of the surrounding agencies which would have a negative affect on our ability to gain funding and support for outside resources and build consensus to promote our interests.

Financial Impact:

Under Section 6 of the Agreement, King County is providing the general administrative and program support for SCATBd. Section 9 covers the financial considerations that might be accrued; however, to date we have not been required to make any financial contribution. There is a possibility that dues of approximately $250 per vote will be considered by the Board prior to June 30, 2003, for purposes authorized by SCATBd. This is a minimal amount in comparison to the benefits that are reaped by participation in this forum.

Recommendation/Conclusion:

Staff recommends that the City continues its participation in the South County Area Transportation Board and that Council approves the motion.

Concurrence:

Legal has approved signing the agreement.

p:\users\linda\doc\Agenda\2002

South County Area Transportation Board
MS: KSC-TR-0814
201 South Jackson Street
Seattle, WA 98104-3856
Phone: (206) 263-4645 Fax: (206) 684-2111

October 23, 2002

The Honorable Don Wasson
Mayor, City of Des Moines
21630 11th Ave. S.
Des Moines, WA 98198

Dear Mayor Wasson:

On October 15, 2002 the South County Area Transportation Board (SCATBd) approved a revised agreement for the continuation of SCATBd. On behalf of SCATBd, we are transmitting this to you and requesting your city's approval. The agreement is very similar to the agreement, which has been in effect for the past three years. Minor revisions approved by SCATBd include the following:

- Addition of the Muckleshoot Tribe as a voting member of SCATBd
- Clarification that the King County Executive and a south King County Councilmember each shall have a seat and a vote at SCATBd
- Recognition that dues of approximately $250 per vote shall be considered by June 30, 2003, to be used for purposes authorized by SCATBd

Please review this revised agreement, seek approval from your city and return the signed agreement to our staff as soon as possible.

Signed copies should be returned to Sally Marks, King County Department of Transportation, 201 S. Jackson, KSC-TR-0814, Seattle, WA 98104 by November 15. Once we have received all the signed copies, we will send you a copy with all signature pages attached for your records. If you have questions, please contact Sally at 206-263-4710 or Sally.Marks@Metrokc.gov. Thank you very much for your cooperation.

Sincerely,

Rebecca Clark
Councilmember, Covington
SCATBd Chair

Jeanne Burbidge
Mayor, Federal Way
SCATBd Vice Chair

Attachment: SCATBd Agreement

Cc: SCATBd members

ATTACHMENT 1

AGREEMENT
For the
SOUTH COUNTY AREA TRANSPORTATION BOARD

Parties to Agreement

City of Algona
City of Auburn
City of Black Diamond
City of Burien
City of Covington
City of Des Moines
City of Enumclaw
Muckleshoot Tribe
City of Federal Way
King County
City of Kent
City of Maple Valley
City of Milton
City of Normandy Park
City of Pacific
City of Renton
City of SeaTac
City of Tukwila

Pierce Transit
Port of Seattle
Puget Sound Regional Council
Sound Transit
Transportation Improvement Board
Washington State Department of Transportation

Transmitted to participating members on October 23, 2002.

THIS AGREEMENT is made and entered into by and among the CITY OF ALGONA, hereafter called "Algona"; the CITY OF AUBURN, hereafter called "Auburn"; the CITY OF BLACK DIAMOND, hereafter called "Black Diamond"; the CITY OF BURIEN, hereafter called "Burien"; the CITY OF COVINGTON, hereafter called "Covington"; the CITY OF DES MOINES, hereafter called "Des Moines"; the CITY OF ENUMCLAW, hereafter called "Enumclaw"; the CITY OF FEDERAL WAY, hereafter called "Federal Way"; KING COUNTY, a legal subdivision of the State of Washington, hereafter called "King County"; the CITY OF KENT, hereafter called "Kent"; the CITY OF MAPLE VALLEY, hereafter called "Maple Valley"; the CITY OF MILTON, hereafter called "Milton"; the CITY OF NORMANDY PARK, hereafter called "Normandy Park'; the CITY OF PACIFIC, hereafter called "Pacific"; the CITY OF RENTON, hereafter called "Renton"; the CITY OF SEATAC, hereafter called "SeaTac"; the CITY OF TUKWILA, hereafter called "Tukwila"; the PUGET SOUND REGIONAL COUNCIL, hereafter called the "PSRC"; the CENTRAL PUGET SOUND REGIONAL TRANSIT AUTHORITY, hereafter called "Sound Transit"; the TRANSPORTATION IMPROVEMENT BOARD, hereafter called "TIB"; the PORT OF SEATTLE, hereafter called the "Port of Seattle"; PIERCE TRANSIT, hereafter called "Pierce

ATTACHMENT 2

Transit"; the MUCKLESHOOT TRIBE; and the WASHINGTON STATE DEPARTMENT OF TRANSPORTATION, hereafter called "WSDOT."

WHEREAS, South King County has a history of multi-jurisdictional transportation planning dating back to the late 1970's including the Green River Valley Transportation Action Plan (GRVTAP), which was a multi-jurisdictional effort coordinated by the Puget Sound Council of Governments (now Puget Sound Regional Council) and involving King County, the Washington State Department of Transportation, (WSDOT) and the cities of Auburn, Kent, Renton and Tukwila; and

WHEREAS, each of the jurisdictions in the South King County area has experienced significant population growth and economic development in the last decade, and projects continued growth and development in the future; and

WHEREAS, the enormous cost of many of the needed transportation improvements and their importance to South King County as a whole demonstrate the need for a cooperative approach to the planning, financing and construction of these improvements; and

WHEREAS, King County, WSDOT and the South King County cities of Auburn, Des Moines, Kent, Renton, Tukwila, SeaTac, Burien, Federal Way, Algona, Pacific, Milton, Normandy Park, Enumclaw, and Black Diamond in 1992 recognized that a cooperative approach to the transportation problems would facilitate application of the South King County jurisdictions for funding from the State of Washington and the United States, and in recognition of this, formed the South County Area Transportation Board (SCATBd) to serve as a central forum for solving transportation issues affecting the South County area jurisdictions, and were later joined by the new cities of Maple Valley and Covington; and the Muckleshoot Tribe.

WHEREAS, the King County Comprehensive Plan for Public Transportation - Long Range Policy Framework, adopted in 1993, divided Metro service into three geographic subareas for the purpose of allocating new transit subsidy; and

WHEREAS, the Six-Year Transit Development Plan, adopted in 1995, calls for the three subarea transportation boards (the Eastside Transportation Partnership, South County Area Transportation Board, and SeaShore Transportation Forum) to review, refine, and recommend service priorities to the King County Executive; and

WHEREAS, Sound Transit relies on the three subarea transportation boards to REVIEW AND recommend modifications to Sound Move Plan implementation related services and projects, and *to participate in* future *phase* (Phase II) high capacity *transit development* efforts.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1.0 Purpose of Agreement

The purpose of the Agreement is to identify the voting and non-voting members of the South County Area Transportation Board (SCATBd), and provide for the continuation of the SCATBd as the South County forum for information sharing, consensus building and coordinating to resolve transportation issues.

2.0 Role of SCATBd

The SCATBd is the forum established for the South County subarea of King County (Exhibit 1) at which elected officials may provide input into the following decisions, and such other transportation-related issues as the members determine:

- development of the King County Metro Six Year Transit Development Plan
- implementation of transit service priorities
- recommendations for Transportation Equity Act for the 21st Century (TEA-21) regional project identification and Countywide project selection
- recommendations for modifications to Sound Move Plan service implementation-related services and projects and development of future Phase II planning efforts.

The other two subareas have similar forums: the Eastside Transportation Partnership and the SeaShore Transportation Forum.

3.0 Voting and Non-Voting Members

3.1. The members of SCATBd and their voting rights shall be as follows:

MEMBERS	NUMBER OF REPRESENTATIVES	**VOTING**
Algona	1	Yes
Auburn	1	Yes
Black Diamond	1	Yes
Burien	1	Yes
Covington	1	Yes
Des Moines	1	Yes
Enumclaw	1	Yes
Federal Way	1	Yes
King County	2	Yes
Kent	1	Yes
Maple Valley	1	Yes
Milton	1	Yes
Muckleshoot Tribe	1	Yes
Normandy Park	1	Yes
Pacific	1	Yes
Renton	1	Yes
SeaTac	1	Yes
Tukwila	1	Yes
Port of Seattle	1	No

Puget Sound Regional Council	1	No
Sound Transit	1	No
Pierce Transit	1	No
Transportation Improvement Board	1	No
Washington State Department of Transportation	1	No

3.2 Existing or new cities legally formed under the laws of incorporation of the State of Washington may petition SCATBd for membership. The number of SCATBd representatives and the status of new members shall be determined by a simple majority of voting representatives present at a meeting of the SCATBd at which a quorum is present.

3.3 Private sector groups that represent the South County may be added as nonvoting members in SCATBd as determined by a simple majority of voting representatives present at a meeting of the SCATBd at which a quorum is present.

4.0 SCATBd

4.1 Each member city shall be entitled to one position on the Board. King County shall be entitled to two positions, one for the King County Executive, and one for a King County Councilmember representing the South King County area. The Port of Seattle, PSRC, TIB, Pierce Transit, Sound Transit and WSDOT shall be entitled to one position each. Each member shall appoint one representative and one alternate to the Board, each for one year terms. For the County and cities, the representative shall be an elected official; the alternate may be an elected official or high level staff member.

4.2 The Board will be responsible for overall program direction, approving Technical Advisory Committee recommendations, and on-going communication with the governing body of each member jurisdiction.

4.3 A majority of the voting representatives shall constitute a quorum of the Board, which shall be required to conduct business. The Board shall act by majority vote of the quorum. The Board shall establish its own bylaws and rules of procedure, and may modify these as appropriate. Such bylaws and rules shall be consistent with the provisions of the Agreement, and modifications to such bylaws and rules will not alter this Agreement.

4.4 The Chair and Vice-Chair shall be elected by a majority of the voting representatives on the SCATBd, and each shall be one of the representatives of the county or a member city. The Chair and Vice Chair shall serve a term of one year from January 1 through December.

4.5 The Chair and Vice Chair shall conduct the SCATBd activities within adopted procedures and guidelines. They are responsible for setting meeting agendas, ensuring fair opportunity for discussion, signing correspondence, and speaking on behalf of SCATBd.

4.6 With a simple majority, the SCATBd can adopt resolutions in support of member jurisdictions or regional activities, authorize studies, approve correspondence or request information.

5.0 Committees

5.1. The Board may establish such committees as are necessary to carry out its purpose including but not limited to a Technical Advisory Committee as described below.

5.2. Each member jurisdiction or agency shall appoint an appropriate department director or division manager to the Technical Advisory Committee (TAC). The City of Seattle, Pierce County, the City of Tacoma, and Pierce Transit may appoint similar level staff to the TAC. Other jurisdictions, agencies, or groups may be added as determined by the Board. The TAC shall provide technical assistance as requested by the Board and shall advise the Board of emergent transportation issues for the Board's consideration. To the extent possible, existing technical or other work groups with which South County jurisdictions are participating should be used. South County area staff could, if necessary, form a subarea caucus for the purpose of assisting in bringing issues to the Technical Advisory Committee or the Board.

6.0 Lead Agency

King County shall provide general administrative and program support for the SCATBd and will be the Lead Agency for the purposes of coordination and receipt of any funds or contract administration. King County assumes wage and benefits cost of its staff performing Lead Agency responsibilities.

7.0 Member Agency Staff Support

Each member jurisdiction and agency is expected to contribute such staff as is necessary to accomplish the work program adopted by the SCATBd.

8.0 Work Program

The SCATBd may undertake activities consistent with its purposes and shall prepare an annual work program for the following year and progress report on the year just completed for submittal to its members.

9.0 Cost Sharing Guidelines:

9.1 At such time that member jurisdictions and agencies agree that a specific undertaking of the Board requires financial support, these guidelines shall generally apply:

(1) Annual Review of Financing: The Board shall determine by June 30 of 2003 whether membership dues or other financial contribution will be requested of the Board jurisdictions and agencies.

(2) Member Jurisdictions: Costs shall be shared among member jurisdictions other than King County by a method as determined by action of the Board. Unless agreed to otherwise, King County's share shall be limited to the costs of providing staff support.

(3) Member Agencies: The member agencies shall not be expected to make a direct funding contribution. However, subject to the availability of member funding, in-kind contributions may be necessary as determined by an action of the Board.

(4) Modification to Agreement Required: A modification to this agreement specifying cost-sharing, purpose, scope of work and other details is required to obligate a member jurisdiction to funding participation.

10.0 Withdrawal of a Party from this Agreement

Each party, for its convenience and without cause or for any reason whatsoever, may withdraw from participation in this Agreement by providing written notice, sent certified mail, return receipt required, to all of the other parties at least thirty (30) days in advance of the effective date of the withdrawal. A withdrawing party shall not be entitled to a refund of any dues or other payments to SCATBd but shall make any contributions required to be paid to other parties under this Agreement for costs which had been obligated prior to the effective date of the withdrawal. In the event a party withdraws, the remaining parties shall amend this Agreement as necessary to reflect changes in the named parties and cost and revenue allocations. In the event of withdrawal by a party, this Agreement shall terminate as to that party but shall continue in effect with respect to the remaining parties. However, the termination of this Agreement with respect to one or more parties shall not affect any of the parties' rights or obligations, including any rights or obligations of a withdrawing party, that are expressly intended to survive termination.

Each party's funding to perform its obligations under the Agreement, beyond the current appropriation year, is conditional upon appropriation by the party's governing body of sufficient funds to support said obligations. Should such an appropriation not be approved for a future year, a party may exercise its right to withdraw as provided herein, or remain as a non-voting member.

11.0 Duration

This Agreement shall take effect upon being duly adopted by the governing bodies of all parties and executed by the authorized representatives of all parties. This Agreement shall remain in effect until December 31, 2005, unless terminated earlier or extended in accordance with Section 17.0.

12.0 Termination

All parties to this Agreement must agree to terminate this Agreement in order for such termination to be effective. If all parties desire to terminate this Agreement, they shall execute a Declaration of Termination. Upon termination, no party shall be required to make any additional contributions. Any remaining funds shall be refunded to the parties to this Agreement according to Section 14.0.

13.0 Real and Personal Property

The acquisition of real property is not anticipated under this Agreement. Any personal property acquired pursuant to this Agreement shall be held by the Lead Agency. In the event this Agreement expires or is terminated in accordance with Section 12.0, any personal property other than cash shall remain with the Lead Agency.

14.0 Return of Funds

At such time as this Agreement expires or is terminated in accordance with Section 12.0, any unexpended and uncommitted funds shall be distributed in equal shares among the contributing parties at the time of termination.

15.0 Filing

This Agreement shall be filed with the King County Department of Records and Elections.

16.0 Legal Relations

16.1 The parties shall comply with all applicable state and federal laws and regulations.

16.2 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. No employees or agents of one party or any of its contractors or subcontractors shall be deemed, or represent themselves to be, employees of any other party.

16.3 Each party shall defend, indemnify and hold harmless the other parties and all of their officials, employees, principals and agents from all claims, demands, suits, actions, and liability of any kind whatsoever which arise out of, are connected with, or are incident to any negligent acts of the indemnifying party, its contractor, and/or employees, agents, and representatives in performing the indemnifying party's obligations under this Agreement. The parties agree that their obligations under this paragraph extend to claims made against one party by the other party's own employees. For this purpose, the parties, by mutual negotiation, hereby waive, as respects the other party only, any immunity that would otherwise be available against such claims under the industrial insurance provisions of RCW Title 51. In the event any party incurs attorney's fees, costs or other legal expenses to enforce the provisions of this section, against the other party, all such reasonable fees, costs and expenses shall be recoverable by the prevailing party.

16.4 The provisions of this Section shall survive and remain applicable to each of the parties notwithstanding any termination or expiration of this Agreement and notwithstanding a party's withdrawal from this Agreement.

17.0 Entirety and Modifications

17.1 This Agreement merges and supersedes all prior negotiations, representations and agreements between the parties relating to the subject matter hereof and constitutes the entire agreement between the parties.

This Agreement may be modified or extended only by written instrument signed by all parties hereto.

18.0 Counterparts

The signature pages of this Agreement may be executed in any number of counterparts, each of which shall be an original.

Signature Page

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and delivered by its duly authorized officer or representative as of the date set forth below its signature.

CITY OF ALGONA By____________________ Date____________________	KING COUNTY By____________________ Date____________________	CITY OF TUKWILA By____________________ Date____________________
CITY OF AUBURN By____________________ Date____________________	CITY OF KENT By____________________ Date____________________	PIERCE TRANSIT By____________________ Date____________________
CITY OF BLACK DIAMOND By____________________ Date____________________	CITY OF MAPLE VALLEY By____________________ Date____________________	PORT OF SEATTLE BY____________________ Date____________________
CITY OF BURIEN By____________________ Date____________________	CITY OF MILTON By____________________ Date____________________	PUGET SOUND REGIONAL COUNCIL By____________________ Date____________________
CITY OF COVINGTON By____________________ Date____________________	CITY OF NORMANDY PARK By____________________ Date____________________	SOUND TRANSIT By____________________ Date____________________
CITY OF DES MOINES By____________________ Date____________________	CITY OF PACIFIC By____________________ Date____________________	TRANSPORTATION IMPROVEMENT BOARD By____________________ Date____________________
CITY OF ENUMCLAW By____________________ Date____________________	CITY OF RENTON By____________________ Date____________________	WASHINGTON STATE DEPARTMENT OF TRANSPORTATION By____________________ Date____________________
CITY OF FEDERAL WAY By____________________ Date____________________	CITY OF SEATAC By____________________ Date____________________	MUCKELSHOOT TRIBE By ____________________ Date ____________________

CONSENT CALENDAR
Item #7

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:
Addendum to Long Term Jail Services Contract with Yakima County

ATTACHMENTS:
Long Term Interlocal Agreement between Yakima County and the City of Des Moines for the housing of inmates in the Yakima County Jail.

FOR AGENDA OF: November 14, 2002

DEPT. OF ORIGIN: Municipal Court

DATE SUBMITTED: November 8, 2002

CLEARANCES:
[X] Legal
[X] Municipal Court

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

PURPOSE AND RECOMMENDED ACTION

The purpose of this agenda item is to amend the Interlocal agreement entered into between Yakima County and City of Des Moines for jail services.

The following motion will appear on the Consent Calendar:

" I move to approve the addendum to the Interlocal agreement with Yakima County for jail services and to authorize the City Manager to sign said addendum substantially in the form as attached."

BACKGROUND

In the current Interlocal agreement, the medical, psychiatric and dental fee is $10 per bed per day and it will increase at a rate of 5% per annum. The new addendum would reduce the medical, psychiatric and dental fee of $10 per bed, per day to $5 per bed, per day.

DISCUSSION

The first Interlocal agreement we signed last year 2001, stated the City of Des Moines would cover all medical and dental charges. Due to the increase of the medical and dental costs, Yakima County was asked to come up with an alternative for medical costs. The solution was to have a flat rate medical cost. The Contract Cities will use the Jail Advisory Group formed under the Cities separate Interlocal to discuss any allocation of medical costs in excess of the $5 a day.

ALTERNATIVE

None

FINANCIAL IMPACT

This will help maintain the current medical costs that are incurred by the city to be more reasonably cost effective.

RECOMMENDATION (OR CONCLUSION)

Amend the Interlocal agreement between Yakima County and Des Moines for Jail Services

ADDENDUM TO

INTERLOCAL AGREEMENT BETWEEN YAKIMA COUNTY, WASHINGTON AND THE CITIES OF ALGONA, AUBURN, TOWN OF BEAUX ARTS VILLAGE, BELLEVUE, BLACK DIAMOND, BOTHELL, BURIEN, CARNATION, CLYDE HILL, COVINGTON, DES MOINES, DUVALL, FEDERAL WAY, ISSAQUAH, KENMORE, KIRKLAND, LAKE FOREST PARK, MAPLE VALLEY, MEDINA, MERCER ISLAND, NEWCASTLE, NORMANDY PARK, NORTH BEND, PACIFIC, REDMOND, RENTON, SAMMAMISH, SEATAC, SEATTLE, SHORELINE, SKYKOMISH, SNOQUALMIE, TUKWILA, WOODINVILLE AND TOWN OF YARROW POINT, WASHINGTON, FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY

THIS ADDENDUM TO THE INTERLOCAL AGREEMENT FOR THE HOUSING OF INMATES BY YAKIMA COUNTY DEPARTMENT OF CORRECTIONS AND SECURITY ("Agreement") is made and entered into on this ___ day of ____________, 2002 by and between the Cities of Algona, Auburn, Town of Beaux Arts Village, Bellevue, Black Diamond, Bothell, Burien, Carnation, Clyde Hill, Covington, Des Moines, Duvall, Federal Way, Issaquah, Kenmore, Kirkland, Lake Forest Park, Maple Valley, Medina, Mercer Island, Newcastle, Normandy Park, North Bend, Pacific, Redmond, Renton, Sammamish, SeaTac, Seattle, Shoreline, Skykomish, Snoqualmie, Tukwila, Woodinville and Town of Yarrow Point, Washington ("Cities"), and Yakima County, Washington ("Yakima County").

WHEREAS Yakima County and the cities named above intend to enter into a long term agreement ("the Agreement") for housing of city inmates by Yakima County; and

WHEREAS numerous cities have signed the Agreement; and

WHEREAS certain provisions of the Agreement require modification before final execution and the parties have determined that the most efficient method of making such modifications is for this addendum to be executed contemporaneously with Yakima County signing the Agreement.

THEREFORE, the provisions of the Interlocal Agreement between Yakima County, Washington and the cities named above for housing of inmates are amended as follows:

Section 1. Section 1(g) of the Agreement is hereby amended as follows:

(g) Minimum Bed Commitment means the bed commitment made by the Cities to maintain an ADP in Yakima county jail facilities equal to 150 City Inmates from the effective date of this Agreement until September 30, 2003 and equal to 440 City Inmates from October 1, 2003 until the termination of this Agreement.

Section 2. Section 2 of the Agreement is hereby amended as follows:

(a) Effective Date - Execution of Agreement. Yakima County expects to authorize the construction and equipping of new correctional facilities to be located in Yakima County ("New Jail Facility"). The effective date of this Agreement and the obligations of Yakima County and the Cities shall commence only when this Agreement has been executed by a sufficient number of Cities to represent 90% of the 440 Minimum Bed Commitment. The Cities have estimated each City's respective jail population as set forth on the signature page. These estimates shall in no way obligate each City individually to deliver these estimated populations, but are provided solely for the purpose of setting an effective date to this Agreement and committing the Cities to collectively provide the 440 Minimum Bed Commitment. In the event this Agreement is not fully executed on or before November 1, 2002 by a sufficient number of Cities as described above, this Agreement shall be null and void and no party to this Agreement shall be subject to liability of any kind arising out of this Agreement.

(b) Permits and Financing. Yakima County is exercising best efforts to obtain the necessary permits and financing for the siting and construction of the New Jail Facility. The obligation of Yakima County to provide the Minimum Bed Commitment in excess of 150 beds is conditioned upon Yakima County issuing bonds for the financing of the New Jail Facility no later than December 31, 2002 and obtaining the necessary building permits. In the event that Yakima County is unable for any reason to issue such bonds on or before December 31, 2002 or obtain such permits, Yakima County may elect to terminate this Agreement and no party to this Agreement shall be subject to liability of any kind arising out of this Agreement.

(c) Completion of New Jail Facility. Following the commencement of construction, Yakima County agrees to exercise due diligence to complete the New Jail Facility, the occupancy date, following the shakedown period, is currently estimated by Yakima County to be July 1, 2004. Upon receipt of a full or temporary certificate of occupancy for the New Jail Facility, and upon completion of the required "shakedown period," Yakima County agrees to accept City Inmates pursuant to this Agreement in the New Jail Facility.

Section 3. Section 3 of the Agreement is hereby amended as follows:

The term of this Agreement shall commence upon the Effective Date and shall end at 11:59 p.m. on December 31, 2010, subject to earlier termination as provided by Section 4 of this Agreement. This Agreement may be renewed for any successive period by written addendum under terms and conditions acceptable to all of the parties.

Section 4. Section 6(b) of the Agreement is hereby amended as follows:

(b) Minimum Bed Guarantee. From and after the Effective Date of the Agreement and continuing until September 30, 2003, Yakima County guarantees a minimum of 150 daily jail beds for City Inmates. Commencing October 1, 2003 and continuing until this Agreement is terminated, Yakima County guarantees a minimum of 440 daily jail beds for City Inmates. If King County, Washington refuses to accept City Inmates prior to October 1, 2003, Yakima County will use best efforts to accept additional City Inmates by contracting for additional jail capacity for City Inmates. If Yakima County has jail bed capacity in excess of this minimum guarantee, Yakima County will accept additional City Inmates if requested by the Cities. Prior to constructing new jail capacity beyond the Jail Facility, Yakima will contact the Cities and offer to reduce the Minimum Bed Commitment. If any City voluntarily agrees to such a reduction, the Minimum Bed Commitment shall be reduced by the amount of beds the City agrees to return to Yakima for its use.

Section 5. Section 6 of the Agreement is herby amended by adding the following subsection (d):

(d) Yakima County shall provide the Cities' Inmates with confidential telephone or in person access to their attorneys during their period of incarceration at the Yakima County Jail at no cost to the inmate. Each City shall reimburse Yakima County or cause Yakima County to be reimbursed for the cost of that City's Inmates' long distance telephone calls within 30 days of receipt of invoice from the County. By separate mutual agreement, the County and a City may provide video conference capabilities for the City's Inmates' communication with the inmates' attorneys, families or other persons or agencies.

Section 6. Subsection 7(a) of the Agreement is hereby amended in its entirety to provide as follows:

(a) Daily Fee. In consideration of Yakima County's commitment to provide Care for City Inmates, the Cities agree to pay Yakima County a daily fee for the housing and Care of each City Inmate, including all medical, psychiatric and dental costs. Yakima County shall not charge a booking fee or any other fees in connection with the Care of City Inmates. The following daily fee, which shall increase at a rate of 5% per annum as shown, includes a per inmate per day (i) bed maintenance fee and (ii) Medical Payment:

YEAR	DAILY FEE PER CITY INMATE (bed maintenance fee + $5 Medical Payment)
2002	$ 56.00
2003	$ 58.80
2004	$ 61.74
2005	$ 64.83
2006	$ 68.07
2007	$ 71.47
2008	$ 75.05
2009	$ 78.80
2010	$ 82.74

Yakima County shall pay for all medical, psychiatric, and dental costs of the Cities' Inmates in exchange for the payment by the Cities of an amount equal to $5 per day per inmate ("Medical Payment"). Medical Payments shall be made from a designated fund maintained by Yakima County. Such fund shall consist of deposits made by each City in an amount equal to $5 per day per City Inmate. Yakima County shall provide monthly reports with its billing statement describing its medical, psychiatric, and dental account balance(s) and payments made from each such account, including provider name, inmate name, name of City being charged for such inmate, dollar amount paid, and description of medical, psychiatric and/or dental service provided. Each quarter Yakima County shall send to the Cities and accounting of the medical fund. In the event Yakima County's actual medical, psychiatric, and dental costs exceed the funds available in the Medical Payment fund, the cities agree to compensate Yakima County for all said costs within 30 days following receipt of said medical billing.

Yakima County agrees to use best efforts to take advantage of the best available state pharmacy programs or to have an operational in-house pharmacy on or before acceptance of long term inmates.

Section 7: Section 18(b) of the Agreement is hereby amended by deleting existing Section 18 (b) in its entirety and replacing it with the following:

18(b) Yakima County shall have the right to refuse to accept a City Inmate and to return such Inmate to a City when, in the reasonable and informed judgment of Yakima County, such City Inmate: (i) would require 24-hour per day medical attention as a result of a life-threatening illness or injury or uncontrollable behavior resulting from an acute psychiatric disorder; (ii) would require regular medical staff assistance in connection with mobility, bodily function or personal hygiene needs due to a lack of ambulatory ability; (iii) has a unique medical condition for which Yakima County is unable to obtain medical services, (iv) has been convicted of escape from a secure jail facility; or (v) has been convicted of assault on any correction officer or staff. If an

Inmate is being returned to the City pursuant to this Section, the cost of transport shall be paid by the City unless the transport can be made by Yakima County within the terms set forth in Section 5 of this Agreement.

Section 8: This Addendum may be executed in any number of counterparts. Except as otherwise amended by this Addendum, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the above and foregoing Addendum has been executed in duplicate by the parties hereto and made effective on the day and year first above written:

BOARD OF YAKIMA COUNTY COMMISSIONERS By:______________________ Ronald F. Gamache, Chairman By:______________________ James M. Lewis, Commissioner By:______________________ Jesse S. Palacios, Commissioner	ATTEST: ______________________ Carla Ward, Clerk of the Board of Yakima County Commissioners Approved as to Form: ______________________ Ronald S. Zirkle Yakima County Prosecuting Attorney
CITY OF ALGONA, WA By:______________________ Glenn Wilson, Mayor Estimated ADP:________	Approved as to Form: ______________________ George Kelley, Algona City Attorney
CITY OF AUBURN, WA By:______________________ Pete Lewis, Mayor Estimated ADP:________	Approved as to Form: ______________________ Daniel B. Heid, Auburn City Attorney
TOWN OF BEAUX ARTS VILLAGE, WA By:______________________ Charles R. Lowry, Mayor Estimated ADP:________	Approved as to Form: ______________________ Wayne Stewart, Town Attorney
CITY OF BELLEVUE, WA By:______________________ Steve Sarkozy, City Manager Estimated ADP:________	Approved as to Form: ______________________ Richard L. Andrews, Bellevue City Attorney
CITY OF BLACK DIAMOND, WA By:______________________ Howard Botts, Mayor	Approved as to Form: ______________________ Loren D. Combs, City Attorney

Estimated ADP:________	
CITY OF BOTHELL, WA By:______________________ Jim Thompson, City Manager Estimated ADP:________	Approved as to Form: ______________________ Michael E. Weight, Bothell City Attorney
CITY OF BURIEN, WA By:______________________ Gary P. Long, City Manager Estimated ADP:________	Approved as to Form: ______________________ Lisa Marshall, Burien City Attorney
CITY OF CARNATION, WA By:______________________ Woody Edvalson, City Manager Estimated ADP:________	Approved as to Form: ______________________ Phil A. Olbrechts, Carnation City Attorney
CITY OF CLYDE HILL, WA By:______________________ George S. Martin, Mayor Estimated ADP:________	Approved as to Form: ______________________ Clyde Hill City Attorney
CITY OF COVINGTON, WA By:______________________ Andy Dempsey, City Manager Estimated ADP:________	Approved as to Form: ______________________ Duncan C. Wilson, Covington City Attorney
CITY OF DES MOINES, WA By______________________ City Manager Estimated ADP:________	Approved as to Form: ______________________ Des Moines City Attorney
CITY OF DUVALL, WA By:______________________ Becky Nixon, Mayor Estimated ADP:________	Approved as to Form: ______________________ John L. O'Brien, Duvall City Attorney
CITY OF FEDERAL WAY, WA By:______________________ David H. Moseley, City Manager Estimated ADP:________	Approved as to Form: By:______________________ Robert C. Sterbank, Federal Way City Attorney
CITY OF ISSAQUAH, WA By:______________________ Ava Frisinger, Mayor	Approved as to Form: By:______________________ Wayne D. Tanaka, Issaquah

Estimated ADP:________	City Attorney
CITY OF KENMORE, WA By:______________________________ Stephen L. Anderson, City Manager Estimated ADP:________	Approved as to Form: ______________________________ Michael R. Kenyon, Kenmore City Attorney
CITY OF KIRKLAND, WA By:______________________________ David Ramsay, City Manager Estimated ADP:________	Approved as to Form: ______________________________ Gail Gorud, Kirkland City Attorney
CITY OF LAKE FOREST PARK, WA By:______________________________ David R. Hutchinson, Mayor Estimated ADP:________	Approved as to Form: ______________________________ Michael P. Ruark, Lake Forest Park City Attorney
CITY OF MAPLE VALLEY, WA By:______________________________ John F. Starbard, City Manager Estimated ADP:________	Approved as to Form: ______________________________ Maple Valley City Attorney
CITY OF MEDINA By:______________________________ Douglas J. Schulze, City Manager Estimated ADP:________	Approved as to Form: ______________________________ Kirk R. Wines, Medina City Attorney
CITY OF MERCER ISLAND, WA By:______________________________ Richard M. Conrad, City Manager Estimated ADP:________	Approved as to Form: ______________________________ Londi K. Lindell, Mercer Island City Attorney
CITY OF NEWCASTLE, WA ______________________________ Andrew J. Takata, City Manager Estimated ADP:________	Approved as to Form: ______________________________ Newcastle City Attorney
CITY OF NORMANDY PARK, WA By:______________________________ Merlin MacReynold, City Manager Estimated ADP:________	Approved as to Form: ______________________________ Susan Rae Sampson, Normandy Park City Attorney
CITY OF NORTH BEND, WA By:______________________________ Joan Simpson, Mayor	Approved as to Form: ______________________________ Michael R. Kenyon, North Bend City Attorney

Estimated ADP:________	
CITY OF PACIFIC, WA By:______________________________ Howard Erickson, Mayor Estimated ADP:________	Approved as to Form: ______________________________ Bruce Disend, Pacific City Attorney
CITY OF REDMOND, WA ______________________________ Rosemarie Ives, Mayor Estimated ADP:________	Approved as to Form: ______________________________ Redmond City Attorney
CITY OF RENTON, WA By:______________________________ Jesse Tanner, Mayor Estimated ADP:________	Approved as to Form: ______________________________ Lawrence J. Warren, Renton City Attorney
CITY OF SAMMAMISH, WA By______________________________ Ben Yazici, City Manager Estimated ADP:________	Approved as to Form: ______________________________ Bruce Disend, Sammamish City Attorney
CITY OF SEATAC, WA By:______________________________ ____________, City Manager Estimated ADP:________	Approved as to Form: ______________________________ Robert L. McAdams, SeaTac City Attorney
CITY OF SEATTLE, WA By:______________________________ Gregory J. Nickels, Mayor Estimated ADP:________	Approved as to Form: ______________________________ Thomas A. Carr, Seattle City Attorney
CITY OF SHORELINE, WA By:______________________________ Steven Burkett, City Manager Estimated ADP:________	Approved as to Form: ______________________________ Ian Sievers, Shoreline City Attorney
CITY OF SKYKOMISH, WA By:______________________________ Skip Mackner, Mayor Estimated ADP:________	Approved as to Form: ______________________________ Skykomish City Attorney
CITY OF SNOQUALMIE, WA By:______________________________ Randy Fuzzy Fletcher, Mayor	Approved as to Form: ______________________________ Pat Anderson, Snoqualmie City Attorney

Estimated ADP:________	
CITY OF TUKWILA, WA By:________________________________ Steve Mullet, Mayor Estimated ADP:________	Approved as to Form: ________________________________ Robert F. Noe, City Attorney
CITY OF WOODINVILLE, WA By:________________________________ Pete Rose, City Manager Estimated ADP:________	Approved as to Form: ________________________________ Wayne D. Tanaka, Woodinville City Attorney
TOWN OF YARROW POINT By:________________________________ Jeanne R. Berry, Mayor Estimated ADP:________	Approved as to Form: ________________________________ Wayne Stewart, Yarrow Point Town Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF ___________)

On this day personally appeared before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, __________________________, to me known to be the City Manager/Mayor of the City/Town of ________________________, a Washington municipal corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

Given under my hand and official seal this _____ day of ______________, 2002.

____
(notary signature)

____
(typed/printed name of notary)

Notary Public in and for the State of Washington
My commission expires: _______________

Interlocal to be filed with the Yakima County Auditor