

AGENDA

REGULAR MEETING DES MOINES CITY COUNCIL 21630 11th Avenue South, Des Moines, City Council Chambers

January 10, 2013 - 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

Spirit of Des Moines Awards

ADMINISTRATION REPORTS

PSE Foundation Check Presentation – Digital Reader Board

CONSENT AGENDA

- Page 1 Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes of December 6 & 13, 2012 regular City Council meetings and the Special Meeting to hold an Executive Session on December 13, 2012.
- Page 11 Item 2: APPROVAL OF VOUCHERS
Motion is to approve for payment those vouchers and payroll transfers included in the above list and further described as follows:
- Claim checks \$576,971.22
Payroll fund transfers in the total amount of \$849,056.97
Total certified Wire Transfers, Voids, A/P & Payroll vouchers are \$1,426,028.19
- Page 13 Item 3: 2013 LHWMP RECYCLING GRANT
Motion is to authorize the City Manager to sign the 2013 LHWMP Grant #EHS2846 Contract (Attachment 1) between the City of Des Moines and the Seattle-King County Department of Public Health, which will provide funding for recycling activities in 2013.

NEW BUSINESS

- Page 31 1. UPDATES TO 2013-2018 TRANSPORTATION CIP: TRAFFIC SAFETY PROGRAM
Staff Presentation: Acting Transportation Manager Brandon Carver
- Page 43 2. 2013 INTERGOVERNMENTAL POLICIES AND POSITIONS
Staff Presentation: City Manager Tony Piasecki

3. CONTRACT WITH PHILIPS PUBLISHING TO PUBLISH "CITY CURRENTS"
AND "REC 'N ROLL" BROCHURE

Staff Presentation: City Manager Tony Piasecki

NEXT MEETING DATE January 24, 2013 Regular City Council Meeting

ADJOURNMENT

MINUTES

**REGULAR MEETING
DES MOINES CITY COUNCIL
21630 11th Avenue South, Des Moines, City Council Chambers
December 6, 2012 - 7:00 p.m.**

CALL TO ORDER: Mayor Kaplan called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE: The flag salute was led by Councilmember Musser.

ROLL CALL:

Present were Mayor Dave Kaplan; Mayor Pro-Tem Matt Pina; Councilmembers Dan Caldwell, Melissa Musser, Jeanette Burrage, Bob Sheckler and Carmen Scott.

Staff present were City Manager Tony Piasecki; City Attorney Pat Bosmans; Assistant City Manager Lorri Ericson; Harbormaster Joe Dusenbury; Interim Director of Community Development Denise Lathrop; City Clerk Sandy Paul.

COMMENTS FROM THE PUBLIC:

Sherry Verburg, 22315 6th Avenue, read a letter she recently wrote to the City Council opposing further development as proposed currently in the Marina and Beach Park.

Jeannette Jones, 22315 6th Avenue South, read her letter recently written to the City Council over her concerns about future Marina development.

Dr. Marie Rosenberg, 22222 Dock Avenue S, spoke about additional parking in order for Beach Park and the Marina to be successfully developed.

BOARD & COMMITTEE REPORTS/ COUNCILMEMBER COMMENTS:

Councilmember Scott

- Finance and Economic Development Committee got feedback on the Pacific Ridge area which was attended by 3 local developers and consultants. All participated in a 10:00 a.m. to 2:00 p.m. bus tour.

Mayor Pro-Tem Pina

- Reported on the bus tour on Saturday December 1. Councilmembers and developers/consultants had a rare opportunity to engage with each other on shared visions, goals, and skills.
- Wanted to follow up with a presentation from a group of citizens at Redondo Heights. The decision will be forthcoming in the next few days.

Councilmember Caldwell

- Talked about how, according to Group Health, information is retained better if the eyes are closed for 10 minutes after attempting to learn something new.

PRESIDING OFFICER'S REPORT:

- Mayor Kaplan reported on the Economic Development holiday party that was held at the Auditorium which was sponsored by Seattle Southside, Southwest Chamber of Commerce and Destination Des Moines (to name a few), and took place on December 6, 2012.
- Reported on a second meeting that took place in Council Chambers to view charts and plans for future development in the Marina and Beach Park, which also took place on December 6, 2012.
- The Mayor presented certificates to outgoing Arts Commissioners Scott Eliason, Eileen O'Neil, Clark Snure and Nancy Stephan.

ADMINISTRATION REPORTS:

- City Manager Piasecki reported that there have been 10 new reservations for the Beach Park Auditorium and 3 more at the Founders Lodge, thanks to Facility Coordinator, Shannon Kirchberg.

CONSENT CALENDAR:

Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes of the meetings of November 8 and 15, 2012.

Item 2: NORTHWEST LANDSCAPE SERVICES (NLS) CONTRACT

Motion is to amend the contract with Northwest Landscape Services for City parks and streetscape maintenance services by extending the contract through December 31, 2014, including an option for the City to extend the contract for an additional twelve months, for an annual amount of \$77,910.24 plus tax; authorize an annual contingency of 10%; and authorize the City Manager to sign said contract amendment substantially in the form as submitted.

Item 3: MAYORAL APPOINTMENTS TO THE ARTS COMMISSION

Motion is to confirm the Mayoral appointments of Gene Achziger and John Hicks to the Des Moines Arts Commission effective January 1, 2013 which will expire on December 31, 2015 and Adrian VanderHoeven to fill an unexpired term effective immediately which will expire on December 31, 2013.

Item 4. SETTLEMENT OF BEACH PARK AUDITORIUM PROJECT CLAIMS

Motion is to authorize the City Manager to sign the attached Settlement Agreement and Mutual Release of Claims, substantially in the form as attached with respect to claims arising out of the design and construction of the Des Moines Beach Park Auditorium.

Item 5. BUDGET AMENDMENT

Motion is to pass Draft Ordinance No. 12-207 relating to municipal finance amending the 2012 budget adopted in Ordinance No. 1529 as amended by Ordinance No. 1547.

ACTION/DIRECTION

Motion made by Councilmember Musser, seconded by Councilmember Scott. The motion passed, 7-0.

NEW BUSINESS

1. B&O TAX AMENDMENT ORDINANCES - DRAFT ORD. NO. 12-196 (TAX IMPOSED) AND DRAFT ORD. NO. 12-197 (TAX ADMINISTRATION)
Staff Presentation: City Manager Tony Piasecki

City Manager Piasecki reported that the State has made a few changes to the B&O tax law and requires the city to adopt all changes to secure collection of the B&O tax in the coming year. In

addition, this ordinance would also preserve the 2 or 3 small modifications that are put specifically into the City's B&O tax.

ACTION/DIRECTION

Motion made by Mayor Pro-Tem Pina to suspend Rule 26(a) in order to enact Draft Ordinance No. 12-196 on first reading. Councilmember Musser seconded. The motion passed 7-0.

Motion made by Mayor Pro-Tem Pina to enact Draft Ordinance No. 12-196, relating to taxes, repealing chapter 3.84 DMMC, replacing chapter 3.84 DMMC as provided in Draft Ordinance No. 12-196 for a Business and Occupation Tax, imposing the Business and Occupation Tax, setting the amount of the tax, and establishing an effective date. Seconded by Councilmember Musser.

Councilmember Burrage moved to amend the Draft Ordinance No 12-196 at section 6, at line 1 following "subsection (2)" with the words and exemptions in Section 12. Acceptable to both the maker and the seconder of the motion. The motion passed, 7-0.

Mayor Pro-Tem Pina moved to suspend Rule 26(a) in order to enact Draft Ordinance No. 12-197 on first reading. Councilmember Musser seconded. The motion passed 7-0.

Mayor Pro-Tem Pina moved to enact Draft Ordinance No. 12-197, establishing a new chapter 3.85 of the Des Moines Municipal Code, providing for business and occupation tax administrative provisions, prescribing penalties, and codifying a new chapter 3.85 DMMC entitled *Business and Occupation Tax – Administrative Provisions*. Seconded by Councilmember Musser. The motion passed 7-0.

Mayor Kaplan read Ordinance No. 12-196 into the record.

Mayor Kaplan read Ordinance No. 12-197 into the record.

2. DRAFT ORDINANCE NO. 12-212, UPDATING THE ORDINANCE RELATING TO EMPLOYEE POLICIES

Staff Presentation: Assistant City Manager Lorri Ericson

Assistant City Manager Ericson reported that updating this ordinance would reflect changes in personnel policies due to changes in Washington State Law (Referendum 74) as well as changes negotiated in recent Collective Bargaining Agreements and Memorandums of Understanding.

Councilmember Musser moved to suspend City Council Rule 26(a) in order to adopt Draft Ordinance No. 12-212 on first reading. Seconded by Mayor Pro Tem Pina. The motion passed 7-0.

Councilmember Musser moved to adopt Draft Ordinance No. 12-212 amending Chapter 2 of the Des Moines Municipal Code relating to employee policies. Seconded by Mayor Pro Tem Pina. The motion passed 7-0.

Mayor Kaplan read Ordinance No. 12-212 into the record.

OLD BUSINESS

1. MARINA & BEACH PARK DEVELOPMENT PLAN – PREFERRED DEVELOPMENT ALTERNATIVE

Staff Presentation: Interim Director of Community Development Denise Lathrop and Harbormaster Joe Dusenbury

Interim Community Development Director Denise Lathrop and Harbormaster Joe Dusenbury outlined preferred recommendations for revitalizing the Marina floor. Heber Kennedy of Geometrics added

information about strategies for attracting and implementing the phasing of development. Preferred by a majority of the stakeholder's committee were a flexible combination of options #2 and #3, depending on market demand.

Mayor indicated that this topic warrants more discussion, clarifying what is not wanted by Council. Stay with options #2 and #3 for flexibility and possibly discuss this issue at a retreat or over several study sessions.

ACTION/DIRECTION

There was no action taken.

2. ADOPTION OF 2013 BUDGET

Staff Presentation: City Manager Tony Piasecki

City Manager Piasecki continue budget discussion, summarizing all actions that have been taken to date, and introduced 4 new revenue/expenditures items; additional property tax revenue, elimination of National League of Cities membership dues, decrease aide to Human Services and 3 Councilmembers who will voluntarily reduce the maximum number of meetings to be paid in 2013.

ACTION/DIRECTION

Councilmember Sheckler moved to enact Draft Ordinance No. 12-192 adopting the final budget for the City of Des Moines, Washington, for the fiscal year ending December 31, 2013. Seconded by Mayor Pro Tem Pina. The motion passed 7-0.

Mayor Kaplan read Ordinance No. 12-192 into the record.

NEXT MEETING DATE December 13, 2012, City Council Regular Meeting

ADJOURNMENT

There being no further business to come before the City Council, Councilmember Sheckler moved to adjourn. Seconded by Councilmember Musser. The motion passed 7-0.

The meeting was adjourned at 8:42 p.m.

Respectfully submitted,

Sandy Paul MMC
City Clerk

MINUTES

REGULAR MEETING DES MOINES CITY COUNCIL

December 13, 2012 - 7:00 p.m.

CALL TO ORDER: Mayor Kaplan called the meeting to order at 7:01 p.m.

PLEDGE OF ALLEGIANCE: The flag salute was led by Councilmember Caldwell.

ROLL CALL:

Present were Mayor Dave Kaplan; Mayor Pro-Tem Matt Pina; Councilmembers Dan Caldwell, Melissa Musser, Jeanette Burrage, Bob Sheckler and Carmen Scott.

Staff present were City Manager Tony Piasecki; City Attorney Pat Bosmans; Assistant City Manager Lorri Ericson; Economic Development Director Marion Yoshino; Master Animal Control Officer Jan Magnuson; Assistant City Attorney Tim George; City Clerk Bonnie Wilkins

CORRESPONDENCE: City Manager Piasecki shared a letter from the Port of Seattle's President and CEO who responded to a letter the City sent them regarding re-development of the Business Park site. They indicated that they are looking forward to working with us and would like to move forward rapidly to figure out the next steps and suggested that the respective staff members get together to do a pre-planning meeting, which has already been scheduled.

COMMENTS FROM THE PUBLIC: No comments made from the public.

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS:

Councilmember Scott

- Arts Commission elected Kathy Isaac as Chair, Kristy Dunn as Vice Chair and Louisa Banks as Secretary.
- Rotary Club presented special awards to 21 club members.

Councilmember Sheckler

- No report.

Councilmember Burrage

- Commented on the clever name "Pier Group" of the new artwork at the North End of the Marina entrance.

Mayor Pro-Tem Pina

- Commented on the creative approach of the initial tree lighting ceremony that was held December 7, 2012.
- Spoke on the Highline Communities Coalition's Joint Use Agreement.
- Commented on Sound Cities Association topics:
 - Public issues and the Algona Transfer Station.
 - A funding mechanism to help pave roads.
 - Working with the State Legislature on Request for Public Records.

Councilmember Musser

- No report.

Councilmember Caldwell

- No report.

PRESIDING OFFICER'S REPORT:

- Reported on the December 7, 2012 tree lighting ceremony.
- Submitted comments in support of Race to the Top Grant. A grant that the Highline School District, along with 6 other school districts, submitted as part of a road map for improving education in South King County. The \$40,000,000 grant will go towards specific targeted programs, including STEM (Science, Technology, Engineering and Math) as well as a few other specific programs.
- Presented retiring City Clerk, Sandy Paul, with a beautiful bouquet of flowers and thanked her, on behalf of City Council, for her 3 years of service at Des Moines.

ADMINISTRATION REPORTS:

- City Manager Piasecki thanked out-going City Clerk, Sandy Paul for a job well done.
- Mike Heinisch, Executive Director of Kent Youth and Family Services and Co-Chair of King County Alliance of Human Services updated Council on how funds have supported local agencies in the area. Mr. Heinisch introduced the following:
 - Carrie Van Zant, Regional Vice President Operational Manager for Sea Mar Community Health Center; Belinda Armijo, Clinic Manager, Sea Mar Community Health Center; and Tom Slatterly, Childcare Resources who individually updated Council on how their organizations are utilized by the citizens of Des Moines.
- Mr. Heinisch also commented on RCW 82.14.450, Sales and Use Tax for Counties and Cities.

CONSENT AGENDA:

Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes of November 29, 2012 City Council meeting.

Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment those vouchers and payroll transfers included in the above list and further described as follows:

Claim checks \$2,279,408.57

Payroll fund transfers in the total amount of \$933,414.33

Total certified Wire Transfers, Voids, A/P & Payroll vouchers are \$3,212,822.90

Item 3: SURPLUS 1974 BAYLINER SAILBOAT

Motion is to declare the 1978 Bayliner Sailboat, HIN number BLBE19B4117 surplus property and direct staff to dispose of it in the most cost effective way.

Item 4: MOU's WITH EMPLOYEE GROUPS

Motion is to approve the memorandum of understanding with the Des Moines Police Guild, the Des Moines Police Management Association, Teamsters Local 763, General Employees, Court Employees, and Exempt Employees regarding changes to 2013 Cost of Living Adjustments and Benefits.

ACTION/DIRECTION

Motion made by Councilmember Caldwell, seconded by Councilmember Musser. The motion passed, 7-0.

PUBLIC HEARING:

1. DRAFT ORDINANCE NO. 12-178, PACIFIC RIDGE RESIDENTIAL BUILDING HEIGHTS

Staff Presentation: Economic Development Director Marion Yoshino

Mayor Kaplan opened the public hearing at 7:40 p.m.

Economic Development Director Marion Yoshino provided a PowerPoint on building heights and distinctive rooflines for the Pacific Ridge neighborhoods.

Mayor Kaplan called three times for anyone wishing to speak.

Mayor Kaplan closed the Public Hearing 7:45 p.m.

ACTION/DIRECTION

Motion made by Mayor-ProTem Pina to suspend Rule 26(a) to pass Draft Ordinance No. 12-178 on first reading, seconded by Councilmember Musser. The motion passed, 7-0.

Motion made by Mayor Pro-Tem Pina to enact Draft Ordinance No. 12-178, limited to distinctive roof line provisions as stated and outlined by the City Manager and only those provisions amending DMMC 18.31.090 regarding building height and width restrictions in the Pacific Ridge Neighborhood Zone, seconded by Councilmember Scott. The motion passed, 7-0.

Mayor Kaplan read that the ordinance was passed as amended.

NEW BUSINESS:

1. UPDATING APPEAL PROCEDURES AND LICENSING REQUIREMENTS FOR DANGEROUS DOGS

Staff Presentation: Master Animal Control Officer Jan Magnuson

Master Animal Control Officer Magnuson gave a presentation on updating the potentially dangerous dog and dangerous dog code to increase public safety, reduce financial burden on the city and address problem areas in the code.

ACTION/DIRECTION

Motion made by Councilmember Sheckler to suspend Rule 26(a) in order to enact Draft Ordinance No. 11-021 on first reading, Councilmember Musser seconded. Motion passed, 7-0.

Motion made by Councilmember Sheckler to enact Draft Ordinance 11-021, updating the appeal procedures and licensing requirements for dangerous and potentially dangerous dogs, seconded by Councilmember Musser.

Councilmember Burrage proposed an amendment that dangerous dogs wear a bright orange collar and potentially dangerous dogs wear a bright yellow collar, seconded by Councilmember Caldwell. The motion failed, 2-5 with Councilmember's Burrage and Caldwell voting yes.

The original motion passed, 5-2 with Mayor Pro-Tem Pina and Councilmember Burrage voting no.

Mayor Kaplan read the ordinance into the record.

2. DRAFT ORDINANCE NO. 12-215, DEFINING ONE-TIME REVENUE/CREATING A PHASED IN EXPENDITURE REQUIREMENT

Staff Presentation: City Manager Tony Piasecki

City Manager Piasecki defined one-time revenue as sales tax, B&O tax and other one-time monies that are derived from development projects valued over \$15 million.

ACTION/DIRECTION

Motion made by Mayor Kaplan to suspend Rule 26(a) to pass Draft Ordinance No. 12-215 on first reading, seconded by Mayor Pro Tem Pina. The motion passed 5-2 with Councilmember's Sheckler and Scott voting no.

Motion made by Mayor Kaplan to enact Draft Ordinance No. 12-215 adding a new chapter to Title 3 DMMC entitled *Use of One-Time Revenues*, defining one-time revenue, and creating phased-in expenditure requirements, seconded by Mayor Pro Tem Pina.

Councilmember Sheckler proposed an amendment to the motion to change Draft Ordinance No. 12-215 to a Resolution instead of an Ordinance, seconded by Councilmember Burrage. The motion failed, 2-5 with Councilmember's Sheckler and Burrage voting yes.

The original motion passed, 6-1 with Councilmember Sheckler voting no.

Mayor Kaplan read the ordinance into the record.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Pro Tem Pina moved to adjourn, Councilmember Musser seconded. The motion passed 7-0.

NEXT MEETING DATES

January 5, 2013 City Council Retreat
January 10, 2013, City Council Regular Meeting

The meeting was adjourned at 8:41 p.m.

Respectfully submitted,

Bonnie Wilkins
City Clerk

MINUTES
SPECIAL MEETING TO HOLD EXECUTIVE SESSION
December 13, 2012

CALL MEETING TO ORDER – The Special Meeting was called to order at 6:31 p.m. by Mayor Kaplan in City Council Chambers. The Executive Session recessed to the North conference room.

ROLL CALL - Present were Mayor Dave Kaplan; Mayor Pro-Tem Matt Pina; Councilmembers Melissa Musser, Bob Sheckler, Carmen Scott and Jeanette Burrage; City Manager Tony Piasecki and Assistant City Manager Lorri Ericson. Councilmember Dan Caldwell arrived at 6:45 p.m.

PURPOSE - The purpose of the special meeting was to hold an Executive Session to discuss Employee Labor Negotiations per Title 42.30.110(4)(a) RCW. No formal action was taken.

ADJOURNMENT

The Special Meeting was adjourned at 6:52 p.m.

Respectfully submitted,

Tony Piasecki
City Manager

CITY OF DES MOINES
Voucher Certification Approval

10-Jan-13

Auditing Officer Certification

Vouchers and Payroll transfers 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.

As of January 10, 2013 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers included in the attached list and further described as follows:

The vouchers below have been reviewed and certified by individual departments and the City of Des Moines Auditing Officer.

Claims Vouchers:		Numbers				Amounts
Total A/P Checks/Vouchers		134465	-	134649	185	549,510.67
Electronic Wire Transfers		KEYBANK MASTERCARD, BOA VISA, DEPT OF REV				27,506.25
Subtotal for this Council Packet						577,016.92
Voided Claim Checks this check run:		134644				(45.70)
Voided Claim Checks from previous check runs						0.00
Total Claims/Wire Transfers/Voids						576,971.22

Payroll Vouchers:		DISBURSED 12/20/12				Amounts
Payroll Checks		18012		18032	= 21	19,021.93
Direct Deposit		500001	-	500127	= 127	266,771.78
Payroll Taxes						58,649.31
Wage/Garnishments						744.07
Voids					0	0.00
Electronic Wire Transfers						75,708.93
ICMA 401 Forfeitures						0.00
Total Claims						420,896.02

Payroll Vouchers:		DISBURSED 01/04/13				Amounts
Payroll Checks		18033		18050	= 18	18,380.41
Direct Deposit		10001	-	10133	= 133	264,787.28
Payroll Taxes						58,087.23
Wage/Garnishments						744.07
Voids					0	0.00
Electronic Wire Transfers						86,161.96
ICMA 401 Forfeitures						0.00
Total Claims						428,160.95
Total certified Wire Transfers,Voids, A/P & Payroll vouchers for January 10, 2013						1,426,028.19

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
2013 Recycling Program Funding

FOR AGENDA OF: January 10, 2013

DEPT. OF ORIGIN: Planning, Building, & Public Works

DATE SUBMITTED: January 3, 2013

ATTACHMENTS:

1. 2013 Local Hazardous Waste Management Program (LHWMP) grant #EHS2846

CLEARANCES:

[X] Planning, Building & Public Works DEL
[X] Legal AB

APPROVED BY CITY MANAGER FOR
SUBMITTAL: AT

Purpose and Recommendation:

The purpose of this agenda item is to authorize the acceptance of the 2013 Local Hazardous Waste Management Program (LHWMP) grant contract # EHS2846 (Attachment 1), which provides \$11,593.90 in recycling funds for 2013. The LHWMP grant contract will partially fund the City's 2013 Household Waste Collection and Recycling Events.

The City Council is required to review all Interlocal Agreements between the City and other public agencies. All grants the City receives for recycling purposes are in the form of interlocal agreements with Washington State Department of Ecology, King County Solid Waste Division, and Seattle & King County Public Health. The LHWMP grant is received from Seattle & King County Department of Public Health.

Suggested Motion:

"I move to authorize the City Manager to sign the 2013 LHWMP Grant # EHS2846 Contract (Attachment 1) between the City of Des Moines and the Seattle-King County Department of Public Health, which will provide funding for recycling activities in 2013."

Background:

The City uses grant funds from King County Solid Waste Division, the Seattle-King County Department of Public Health, and the Washington State Department of Ecology for several purposes:

1. To sponsor residential recycling and collection events for Des Moines residents;
2. To sponsor business recycling and collection events for Des Moines businesses; and,
3. To purchase and promote the use of recycled content products.

These grant funds totally underwrite the City's Recycling Program.

Two of the three recycling grants are given for two-year periods. The LHWMP grant, which supports the residential recycling and collection events, is on an annual cycle. This agenda item seeks approval of the contract, allocating \$11,593.90 for two household recycling collection events in 2013. If the City Council accepts this contract for 2013, the City will continue to reduce the amount of hazardous and non-hazardous materials going into the local waste stream at no additional cost to the City.

Related to this is the City's Professional Services Contract with Olympic Environmental Resources (OER) for the 2012-2013 recycling program. OER provides staffing and management for the Spring and Fall Household Collection and Recycling Events at the Des Moines Marina. These are popular events among Des Moines residents because they provide a local site to recycle materials that are not accepted by the curbside recycling program. Residents are able to recycle motor oil, oil filters, porcelain toilets and sinks, cardboard, computer monitors, petroleum based products, antifreeze, tires, batteries, electronic equipment including cell phones, scrap metals, appliances, propane tanks, and reusable household items. On November 3, 2012, the Fall Event served 297 cars, accepting 92,682 pounds of materials at little or no cost to residents. The contract with OER, approved earlier this year, anticipated the additional funds from the LHWMP grant contract for 2013. No additional action is needed to keep this Professional Services Contract current.

Alternatives:

1. The City Council may approve the 2013 LHWMP Grant Contract # EHS2846 with the Seattle-King County Department of Public Health and receive \$11,593.90 to support Household Recycling and Collection Events in the Spring and Fall of 2013.
2. The City Council may choose not to approve the 2013 LHWMP Grant Contract # EHS2846 with the Seattle-King County Department of Public Health and forego the LHWMP grant funding for 2013.
3. The City Council may continue this Agenda Item and request that staff provides additional information on the LHWMP grant program.

Financial Impact:

If the City Council accepts the 2013 Contract, there will be no fiscal impact to the City related to Contract Number EHS2846. However, if the City Council does not accept the 2013 Contract Amendment, then the City will need to use General Fund monies to maintain the current level of service of its recycling program.

Recommendation:

Staff recommends that the City Council choose Alternative 1 to authorize the City Manager to sign the 2013 Local Hazardous Waste Management Program (LHWMP) grant # EHS2846 providing 2013 funding.



King County Contract No. EHS2846
 Federal Taxpayer ID No. 91-6016496

This form is available in alternate formats for people with disabilities upon request.

**KING COUNTY CONTRACT FOR SERVICES WITH OTHER GOVERNMENT, INSTITUTION,
OR JURISDICTION – 2013**

Department Division	Seattle-King County Dept. of Public Health (a.k.a. Public Health – Seattle & King County)/EHS
Contractor	City of Des Moines
Project Title	Local Hazardous Waste Management Program
Contract Amount	Eleven Thousand Five Hundred Ninety Three Dollars and Ninety Cents
Contract Period	Start date: 01/01/2013 End date: 12/31/2013

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

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

FUNDING SOURCES	FUNDING LEVELS	EFFECTIVE DATES
COUNTY	\$11,593.90	1/1/2013 - 12/31/2013
TOTAL	\$11,593.90	1/1/2013 - 12/31/2013

and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract, and as authorized by the 2013 Annual Budget.

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

I Incorporation of Exhibits

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

A Program Exhibits and Requirements

- Exhibit A: Scope of Work
- Exhibit B: Budget
- Exhibit C: Invoice

B King County Required Forms

- Exhibit D: Certificate of Insurance and Additional Insured Endorsement

II Term and Termination

- A** This Contract shall commence on 01/01/2013, and shall terminate on 12/31/2013, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

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

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

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

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

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

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

- E Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

III **Compensation and Method of Payment**

- A The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract, payable in the following manner:
Upon receipt and approval by the County of a signed invoice as set forth in Exhibit C that complies with the budget in Exhibit B.
- B The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County will initiate authorization for payment after approval of corrected invoices and reports. The County shall make payment to the Contractor not more than 30 days after a complete and accurate invoice is received.
- C The Contractor shall submit its final invoice and all outstanding reports within 90 days of the date this Contract terminates. If the Contractor's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.
- D When a budget is attached hereto as an exhibit, the Contractor shall apply the funds received from the County under this Contract in accordance with said budget. The contract may contain separate budgets for separate program components. The Contractor shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Contract amount in any Contract

budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment.

- E If travel costs are contained in the attached budget, reimbursement of Contractor travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.
- 1 The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Contractor does not request government rates, the Contractor shall be personally responsible for the difference. Please reference the federal web site for current rates: <http://www.gsa.gov>.
 - 2 Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference <http://www.gsa.gov> for the current host city per diem rates.
 - 3 Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Contractor shall always request government rates.
 - 4 Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of federal grant must be in accordance with the Fly America Act.

IV **Internal Control and Accounting System**

The Contractor shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted government accounting standards (GAGAS).

V **Debarment and Suspension Certification**

Agencies receiving federal funds that are debarred, suspended, or proposed for debarment are excluded from contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency. For more information on suspension and debarment, see Federal Acquisition Regulation 9.4.

VI **Maintenance of Records/Evaluations and Inspections**

- A The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.
- B In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor shall maintain the following:
- 1 Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and
 - 2 Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit, at any mutually agreeable time, the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by

the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

- C Except as provided in Section VII of this Contract, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.
- D Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.
- E The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.
- F The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

VII Compliance with the Health Insurance Portability Accountability Act of 1996 (HIPAA)

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and certify compliance with all HIPAA requirements at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>

VIII Audits

- A If the Contractor or subcontractor is a municipal entity or other government institution or jurisdiction, or is a non-profit organization as defined in OMB Circular A-133, and expends a total of \$500,000 or more in federal financial assistance and has received federal financial assistance from the County during its fiscal year, then the Contractor or subcontractor shall meet the respective A-133 requirements described in subsections VIII.B. and VIII.C.
- B If the Contractor is a non-profit organization, it shall have an independent audit conducted of its financial statement and condition, which shall comply with the requirements of GAAS (generally accepted auditing standards); GAO's Standards for Audits of Governmental Organizations, Programs, Activities, and Functions; and OMB Circular A-133, as amended, and as applicable. The Contractor shall provide a copy of the audit report to each County division providing financial assistance to the Contractor no later than six (6) months subsequent to the end of the Contractor's fiscal year. The Contractor shall provide to the County its response and corrective action plan for all findings and reportable conditions contained in its audit. When reference is made in its audit to a "Management Letter" or other correspondence made by the auditor, the Contractor shall provide copies of those communications and the Contractor's response and corrective action plan. Submittal of these documents shall constitute compliance with subsection VIII.A.
- C If the Contractor is a municipal entity or other government institution or jurisdiction, it shall submit to the County a copy of its annual report of examination/audit, conducted by the Washington State Auditor, within thirty (30) days of receipt, which submittal shall constitute compliance with subsection VIII.A.
- D If the Contractor, for-profit or non-profit, receives in excess of \$100,000 in funds during its fiscal year from the County, it shall provide a fiscal year financial statement prepared by an independent Certified Public Accountant or Accounting Firm within six (6) months subsequent to the close of the Contractor's fiscal year.

- E Additional audit or review requirements which may be imposed on the County will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.

IX Corrective Action

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

- A The County will notify the Contractor in writing of the nature of the breach;
The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;
- B The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;
- C In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to Section II.C.;
- D In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and
- E Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II. Subsections B, C, D, and E.

X Dispute Resolution

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

XI Hold Harmless and Indemnification

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

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

- B The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act,

and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term and Termination section.

- C The Contractor shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents in its performance or non-performance of its obligations under this Contract. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.
- D The County shall defend, indemnify, and hold harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arise out of, or in any way result from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Contract. In the event the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.
- E Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.
- F Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.
- G The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Agreement.

XII Insurance Requirements

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverages and requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; contractors shall read and certify compliance.

XIII Assignment/Subcontracting

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

- C The Contractor shall include Sections III.D., III.E., IV, V, VI, VII, VIII, XI, XII, XIV, XV, XXI, and XXV, in every subcontract or purchase agreement for services that relate to the subject matter of this Contract.
- D The Contractor agrees to include the following language verbatim in every subcontract, provider agreement, or purchase agreement for services which relate to the subject matter of this Contract:
 "Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

XIV Nondiscrimination and Equal Employment Opportunity

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at <http://www.kingcounty.gov/healthservices/health/partnerships/contracts>; contractors shall read and certify compliance.

XV Conflict of Interest

- A The Contractor agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.
- B The Contractor agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any county official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the county will be cancelled and it shall not be able to bid on any county contract for a period of two years.
- C The Contractor acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVI Equipment Purchase, Maintenance, and Ownership

- A The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of \$5,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, is upon its purchase or receipt the property of the County and/or

federal/state government. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.

- B The Contractor shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

XVII Proprietary Rights

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

XVIII Political Activity Prohibited

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

XIX King County Recycled Product Procurement Policy

In accordance with King County Code 10.16, the Contractor shall use recycled paper for the production of all printed and photocopied documents related to the fulfillment of this Contract. In addition, the Contractor shall use both sides of paper sheets for copying and printing and shall use recycled/recyclable products wherever practical in the fulfillment of this Contract.

XX Future Support

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

XXI Entire Contract/Waiver of Default

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

XXII Contract Amendments

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

XXIII Notices

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor and the project representative of the

County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XXIV Services Provided in Accordance with Law and Rule and Regulation

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

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

XXV Applicable Law

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

XXVI No Third Party Beneficiaries

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights enforceable by any person or entity that is not a party hereto.

IN WITNESS HEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY

City of Des Moines

FOR

King County Executive

Signature

Date

NAME (Please type or print)

Date

Approved as to Form:

OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

Contract #EHS2846 - Local Hazardous Waste Management Program

EXHIBIT A**CITY OF DES MOINES
2013 SCOPE OF WORK
1/1/2013-12/31/2013**

The Local Hazardous Waste Management Plan (hereafter referred to as the "Plan") as updated in 1997 and 2010, was adopted by the partner agencies (King County Solid Waste Division, Seattle Public Utilities, King County Water and Land Resources Division and the Seattle-King County Department of Public Health) and cities located in King County. The Washington State Department of Ecology in accordance with RCW 70.105.220 subsequently approved the Plan. The City is an active and valued partner in the regional Local Hazardous Waste Management Program (hereafter referred to as the "Program").

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

Scope of Work

The City of Des Moines will organize two citywide household hazardous waste collection and recycling events. At these events the following materials will be collected and recycled: motor oil, motor oil filters, petroleum based products, antifreeze, batteries, CFC appliances and other materials if determined to be cost effective.

Responsibilities of the Parties

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

A. The City

1. The City shall develop and submit project proposals and budget requests to the Program's Contract Administrator. Funds provided to the City by the Local Hazardous Waste Management Program pursuant to this Contract shall be used to implement hazardous waste programs and/or services as approved by the MCC.
2. For reimbursement the City shall submit the following to the Fund Manager:
 - a) An invoice (see Exhibit C). Invoices should be sent to the Fund Manager for approval and payment.
 - b) A brief description of activity accomplished and funds expended in accordance with the scope of work.

- c) Copies of invoices for expenditures or a financial statement prepared by the City's finance department. The financial statements should include vendor names, a description of services provided, date paid and a check or warrant number.
- 3. The City shall notify the Fund Manager no later than December 15th regarding the amount of outstanding expenditures for which the City has not yet submitted a reimbursement request.
- 4. It is the responsibility of the City to comply with all applicable county, state and/or federal reporting requirements with respect to the collection and transfer of moderate risk wastes. The City shall report to the Contract Administrator the quantity, by type, of moderate risk waste collected using Program funds. The City shall also provide the Contract Administrator with copies of EPA's Non-Hazardous Waste Manifest or similar form, associated with the transport of moderate risk waste collected through Program-funded events.
- 5. The City is solely responsible for any and all spills, leaks or other emergencies arising at the facilities associated with the City's events or in any other way associated with activities conducted within the scope of this Contract. In the event of a spill or other emergency, the City is responsible for complying with all applicable laws and regulations.
- 6. The City agrees to appropriately acknowledge the Program in all media produced – in part or in whole – with Program funds. The intent of this provision is to further strengthen this regional partnership in the public's mind.
- 7. The City agrees to provide the Program with copies of all media material produced for local hazardous waste management events or activities that have been funded by the Program. The City also agrees to allow the Program to reproduce media materials created with Program money provided that the Program credits the City as the originator of that material.
- 8. This project shall be administered by Laura Techico at the City of Des Moines, 21630 11th Ave. S, Suite "D", Des Moines, at (206) 870-6595, (ltechico@desmoineswa.gov) or her designee.
- 9. Questions or concerns regarding any issue associated with this Exhibit that cannot be handled by the Contract Administrator or Fund Manager should be referred to the LHWMP Program Director for resolution.

B. Seattle-King County Department of Public Health

- 1. Seattle-King County Department of Public Health shall administer, via the attached Contract, the transfer of Program funds to the City for hazardous waste management events and activities.
- 2. Within ten (10) working days of receiving a request for reimbursement from the City, the Fund Manager shall either notify the City of any exceptions to the request which have been identified or shall process the request for payment. If any exceptions to the request are made, this shall be done by written notification to the City providing the reason for such exception. The Fund Manager will not authorize payment for activities and/or expenditures that are not included in the scope of work, unless the scope has been amended. The Fund Manager retains the right to withhold all or partial payment if the City's invoices are incomplete (e.g. they do not include proper documentation of expenditures for which reimbursement is being requested) or are not consistent with the submitted scope of work.

C. Program Contacts

Lauren Cole
Acting LHWMP Program Director
150 Nickerson Street, Suite 100
Seattle, WA 98109
206-240-5977
lauren.cole@kingcounty.gov

Madelaine Yun
LHWMP Fund Manager
150 Nickerson Street, Suite 100
Seattle, WA 98109
206-352-7128
madelaine.yun@kingcounty.gov

Paul Shallow
LHWMP Contract Administrator
401 Fifth Avenue, Suite 1100
Seattle, WA 98104
206-263-8487
paul.shallow@kingcounty.gov

EXHIBIT B**2013 BUDGET****LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM**

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

Component Description	Budget
Household Hazardous Waste Education	
Household Hazardous Waste Collection	\$11,593.90
TOTAL	\$11,593.90

EXHIBIT C**2013 INVOICE****LOCAL HAZARDOUS WASTE MANAGEMENT PROGRAM**

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

To: Madelaine Yun, Fund Manager
Local Hazardous Waste Management Program in King County
Public Health, Seattle & King County
150 Nickerson St., Suite 100
Seattle, WA 98109

Contract #EHS2846

Period of time: _____, 2013 to _____, 2013.

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

Signature

Date

Component Description	Budget	Current Expenses	Previous Charges	Balance
HHW Education				
HHW Collection	\$11,593.90			
TOTAL	\$11,593.90			

For Health Department Use Only

FOR HEALTH DEPARTMENT USE ONLY			
Oracle Purchase Order #	Invoice Date	Invoice #	Amount to be paid
Oracle Requisition #	Oracle Receipt #	Oracle CPA #	

Local Hazardous Waste Management Program Approval:

Madelaine Yun

Date

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Update to the 2013-2018
Transportation CIP – Traffic Safety
Program

AGENDA OF: January 10, 2013

DEPT. OF ORIGIN: Planning, Building & Public
Works

ATTACHMENTS:

DATE SUBMITTED: January 3, 2013

1. 2013-1018 Adopted Transportation CIP
budget excerpt – Traffic Safety Program
2. Revised 2013-1018 Transportation CIP
budget excerpt – Traffic Safety Program

CLEARANCES:

- [X] Legal *JB*
 [X] Finance _____
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Planning, Building & Public Works *DJB*
 [] Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *AI*

Purpose and Recommendation

The purpose of this agenda item is to confirm City Council direction regarding the Traffic Safety Program within the 2013-2018 Transportation Capital Improvement Program (CIP) Fund. Recent grant funding results necessitate the need to prioritize the projects in order to match estimated fund revenues.

Suggested Motion

Motion 1: “I move to prioritize the projects within the Traffic Safety Program as proposed and direct staff to bring forward a corresponding budget amendment in 2013.”

Background

With the adoption of the 2013-2018 Transportation CIP Fund in the fall of 2012, certain project funding assumptions were made based on potential grant revenues that were still pending at that time (see Attachment 1). Since the adoption of the 2013-2018 Transportation CIP, results on grant requests for three sub-projects within the Traffic Safety Program have been received, and were not selected to receive grant funds. Those projects include the Marine View Drive and South 240th Street Intersection, the North Hill Elementary Sidewalk Improvements, and the Midway Elementary Sidewalk Improvements. Since these projects were not selected for grant funding, and there is a limited amount of

local revenue available for the traffic safety program, further discussion and direction from the Council is needed on project priorities.

Discussion

Based on current safety needs, identified needs through the recent HEAL grant, and school area needs prioritization, staff is proposing to move forward with the mid-term Marine View Drive Crosswalk Improvements and continue with the design of the Midway (24th Avenue) Elementary Sidewalk Improvements (see Attachment 2). The North Hill Elementary School Sidewalk Improvements and the Marine View Drive and South 240th Street Intersection Improvements are proposed to be postponed until there are sufficient funds available.

The two projects staff is recommending to move forward with at this time are as follows:

Marine View Drive Crosswalk Improvements

These improvements are a top priority. Staff presented to the Council on November 1st a short-term, mid-term, and long-term improvement plan. The short-term improvements have recently been completed and staff is planning to work on the design of the mid-term improvements in 2013 and construct phases of the improvements as funds are available in 2013 and 2014.

Midway Elementary (24th Avenue South) Sidewalk Improvements

These improvements were identified as a high priority in the recent HEAL grant work which produced a Safe Routes to School Project report identifying 24th Ave South as one of the higher priority school area sidewalk projects. Since the majority of the funding for the Traffic Safety Program comes from the Automated Speed Enforcement Program, it is reasonable to see those funds go back into school area improvements. Staff is planning to work on the design of the improvements in 2013, and to construct the improvements in 2014, subject to the availability of funds.

Financial Impact

All funding for these two improvement projects would come entirely from local revenue received from the Automated Speed Enforcement (ASE) Program. These projects would be financially constrained based on available funding from the ASE program. There are sufficient funds available in 2013 to proceed as proposed, and based on current revenue projections it is anticipated that there will be sufficient revenue to construct the Midway Elementary (24th Avenue South) Sidewalk Improvements in 2014.

Alternatives

Council could decide to prioritize the projects in Traffic Safety Program differently.

Recommendation or Conclusion

Staff recommends the suggested motion.

Concurrence:

The Legal, Finance, Planning, Building and Public Works Departments concur.



2013 - 2018 CAPITAL IMPROVEMENT PLAN

Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.603
PROJECT	Traffic Safety Program	Project Type:	Improve
LOCATION	Citywide	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	New

DESCRIPTION:

This program provides for the construction of various citywide roadway safety-related capital improvements as identified through engineering analysis.

EXPENDITURE SCHEDULE											
COST ELEMENTS	TOTAL *	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	
North Hill Elementary SRTS	120,000		0	0	94,000	26,000	0	0	0	0	
Midway Elementary SRTS	103,000		-	-	94,000	9,000	-	-	-	-	
MVD & S. 240th RAB	140,795		-	-	-	50,000	90,795	-	-	-	
MVD Crosswalk Improvements	415,000		55,000	-	100,000	130,000	130,000	-	-	-	
DMMD and 200th	-							-	-	-	
Driver Feedback Signs	-							-	-	-	
S. 268th St. Sidewalks	500,000							100,000	200,000	200,000	
	-										
	-										
TOTAL	\$ 2,100,000	\$ -	\$ 55,000	\$ -	\$ 288,000	\$ 215,000	\$ 220,795	\$ 100,000	\$ 200,000	\$ 200,000	

FUNDING SOURCES	TOTAL *	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18	
ASE Program	\$ 1,460,000		\$ 200,000	\$ 300,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	
WTSC Grant (Unconfirmed)	-		-	7,500				-			
TOTAL	\$ 1,460,000	\$ -	\$ 200,000	\$ 307,500	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	

RESERVED BALANCE	838,820		\$ 145,000	\$ -	\$ 67,000	\$ 62,000	\$ 51,205	\$ 161,205	\$ 171,205	\$ 181,205	
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*Excludes FY 12 Amd



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319,603
PROJECT	Traffic Safety Program	Project Type:	Improve
LOCATION	Citywide	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	New

DESCRIPTION:

This program provides for the construction of various citywide roadway safety-related capital improvements as identified through engineering analysis.

JUSTIFICATION:

Roadway safety needs are identified through engineering analysis and investigation by the Transportation Division. This program provides for the construction of spot safety improvements within a relatively short response time. Examples of the types of projects that are indicative of this program are pedestrian crosswalk improvements, radar speed signs, school zone flashing beacons, sidewalks in locations near schools. Other safety projects may also be considered.

The table below provides some initial potential safety project information.

Improvement Type	Description	Potential Locations	Cost
Crosswalk improvements	Improve mid-block crosswalk safety by adding overhead signing/lighting/ped actuated flashing beacons	MVD/S. 219th MVD/S. 220th St MVD/S. 226th St	\$50,000 - \$60,000 per location
Driver speed feedback signs	Permanent radar speed signs which show vehicle speed along with the posted speed limit	Redondo Beach Dr Redondo Way S 20th Ave S	\$15,000 - \$20,000 per location
Sidewalk	Install sidewalks in missing sections consistent with the ultimate cross-section for desired roadway	S. 268th St - 16th Ave S to 19th Ave S 24th Ave S - S. 222nd St to S. 226th St S. 200th St - 8th Ave S to east City limits 11th Ave S - S. 219th St to S. 220th St	To Be Determined
School Zone Flashing Beacons	Install flashing beacons within school zones per engineering analysis	To Be Determined	\$20,000 - \$50,000 per school zone.
Other	As determined by engineering analysis	To Be Determined	To Be Determined

SCOPE OF WORK:

Design and prepare plans for, and construct and inspect projects for the installation of traffic safety improvement projects. Design and construction may be prepared by City staff, interlocal agreement with another local agency or county government, or by consultant, depending on staff availability and the complexity of the installation.



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.602
PROJECT	North Hill Elementary School - Safe Routes to School	Project Type:	Improvement
LOCATION	8th Ave. S. - South 19800 block and South 194th Street	Council Goals met:	
DESCRIPTION:	Install sidewalk, widened shoulder, flashing beacons and sign assembly's for school zone.	Council Objectives met:	
		Project Status	

EXPENDITURE SCHEDULE										
COST ELEMENTS	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ -									
CIP PROJ MANAGEMENT	19,000				19,000					
DESIGN / ENGINEERING	60,000				60,000					
LAND	15,000				15,000					
BUILDINGS	-									
IMPROVEMENTS	280,000				-	280,000				
INSPECTION	-									
CONTINGENCY	25,000				-	25,000				
UTILITY UNDERGROUNDING	-									
OTHER - PERMIT	-									
TOTAL	\$ 399,000	\$ -	\$ -	\$ -	\$ 94,000	\$ 305,000				

FUNDING SOURCES	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
WSDOT SRTS Grant (Unconfirmed)	\$ 279,000				\$ -	\$ 279,000				
Traffic Safety Program	120,000				94,000	26,000				
TOTAL	\$ 399,000	\$ -	\$ -	\$ -	\$ 94,000	\$ 305,000				

JUSTIFICATION:

North Hill Elementary is located on 8th Avenue South which is classified as collector arterial. 8th Avenue South is a two-lane roadway with 10.5 foot travel lanes, narrow shoulders, and open drainage on both sides of the street. Students who live on the east side of 8th Ave South currently have to travel along the narrow shoulder adjacent to the open ditch and/or cross at a marked crosswalk that is not provided a crossing guard. There are two sections of existing sidewalk, one on each side in the vicinity of the school. Both of these installations were installed as developer frontage improvements. During afternoon school pick-up times, there is significant congestion created by parents waiting to pick up students. So much so that queues form for both northbound and southbound 8th Ave South at the school driveway. Operational concerns, such as vehicles passing on the shoulder, has occurred northbound. The City recently installed a sign to discourage this.

SCOPE OF WORK:

The project involves in-house design using existing City staff in the development of plans, specifications, and estimates for the described work.



2013 - 2018 CAPITAL IMPROVEMENT PLAN **Transportation CIP Fund**

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.602
PROJECT	Midway Elementary - Safe Routes to School	Project Type:	Improvement
LOCATION	24th Ave. S. between South 224th St. and South 226th St.	Council Goals met:	
DESCRIPTION:	Install sidewalk, widened shoulders, overhead school crossing sign for school crossing.	Council Objectives met:	
		Project Status	

EXPENDITURE SCHEDULE										
COST ELEMENTS	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ -									
CIP PROJ MANAGEMENT	19,000				19,000					
DESIGN / ENGINEERING	-									
LAND	15,000				15,000					
BUILDINGS	60,000				60,000					
IMPROVEMENTS	396,000					396,000				
INSPECTION	-									
CONTINGENCY	25,000					25,000				
UTILITY UNDERGROUNDING	-									
OTHER - PERMIT	-									
TOTAL	\$ 515,000	\$ -	\$ -	\$ -	\$ 94,000	\$ 421,000				

FUNDING SOURCES	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
WSDOT SRTS Grant (Unconfirmed)	\$ 412,000					\$ 412,000				
Traffic Safety Program	103,000				94,000	9,000				
TOTAL	\$ 515,000	\$ -	\$ -	\$ -	\$ 94,000	\$ 421,000				

JUSTIFICATION:

Midway Elementary is located on 24th Avenue South which is classified as collector arterial (Federal Aide Route # 1057). 24th Avenue South is a two-lane roadway with 11 foot travel lanes, ADT of roughly 6,200, and generally consists of narrow shoulders and open drainage on both sides of the street. There is some sidewalk on the west side of 24th Ave South along the school frontage which matches into older existing sidewalk to the north and the south. School children that live on the north and south sides of S. 224th Street east of 24th Ave South currently use the narrow shoulder on the east side of 24th Ave South adjacent to the deep open drainage ditches in order to access the marked school crosswalk. There is an existing Metro bus stop on the east side of 24th Ave S just north of S. 226th St. There are two marked school crosswalks (one at S. 226th St and one mid-block near the school entrance). The school provides crossing guards during arrival and dismissal times.



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	
PROJECT	Marine View Drive and S. 240th Street Roundabout	Project Type:	Improvement
LOCATION	Marine View Drive and South 240th Street Intersection	Council Goals met:	
DESCRIPTION:	Realign intersection and install Roundabout	Council Objectives met:	
		Project Status	

EXPENDITURE SCHEDULE										
COST ELEMENTS	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ -									
CIP PROJ MANAGEMENT	-									
DESIGN / ENGINEERING	152,398				152,398	-				
LAND	106,440				106,440	-				
BUILDINGS	-									
IMPROVEMENTS	1,122,959					898,370	224,589			
INSPECTION	174,370					139,500	34,870			
CONTINGENCY	-									
UTILITY UNDERGROUNDING	-									
OTHER - PERMIT	-									
TOTAL	\$ 1,556,167	\$ -	\$ -	\$ -	\$ 258,838	\$ 1,037,870	\$ 259,459			

FUNDING SOURCES	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
TIB	\$ 1,011,509				\$ 168,245	\$ 674,600	\$ 168,664			
Traffic Safety Program	140,795				-	50,000	90,795			
Traffic Impact Fees	353,863				\$ 90,593	\$ 263,270				
Masonic Retirement Center	50,000					\$ 50,000				
Transportation CIP Fund	-				\$ -					
TOTAL	\$ 1,556,167	\$ -	\$ -	\$ -	\$ 258,838	\$ 1,037,870	\$ 259,459			

JUSTIFICATION:

The project will install a modern round-a-bout at this intersection which will reduce crash severity for all users, allowing safer mergers into circulating traffic, and provide more perception time for all users due to the lower vehicle speeds. There will be fewer overall conflict points and no left-turn conflicts. An environmental benefit minimizes delays with infrequent stops being required during off-peak periods. The improvement will provide an opportunity for pedestrian crossings of Marine View Drive under slower vehicle speed conditions. The circular island provides an opportunity for landscaping and/or gateway feature to enhance the community.



2013 - 2018 CAPITAL IMPROVEMENT PLAN **Transportation CIP Fund**

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	
PROJECT	Marine View Drive Crosswalk Improvements	Project Type:	Improvement
LOCATION	Marine View Drive in the Downtown	Council Goals met:	
DESCRIPTION:	Install signing and Rectangular Rapid Flashing Beacons and overhead crossing signs.	Council Objectives met:	
		Project Status	

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ 20,000		\$ 20,000							
CIP PROJ MANAGEMENT	-									
DESIGN / ENGINEERING	35,000		35,000							
LAND	-									
BUILDINGS	-									
IMPROVEMENTS	350,000				100,000	125,000	125,000			
INSPECTION	50,000				10,000	20,000	20,000			
CONTINGENCY	50,000				10,000	20,000	20,000			
UTILITY UNDERGROUNDING	-									
OTHER - PERMIT	-									
TOTAL	\$ 505,000	\$ -	\$ 55,000	\$ -	\$ 120,000	\$ 165,000	\$ 165,000			

FUNDING SOURCES	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
Traffic Safety Program	415,000		55,000		100,000	130,000	130,000			
Transportation CIP Fund	90,000				\$ 20,000	\$ 35,000	\$ 35,000			
TOTAL	\$ 505,000	\$ -	\$ 55,000	\$ -	\$ 120,000	\$ 165,000	\$ 165,000			

JUSTIFICATION:

The existing unsignalized crosswalks on Marine View Drive would be enhanced with pedestrian actuated flashers. National studies have shown vehicle yield compliance increases to above 80% when actuated flashing warning lights are used. The City has received concerns that vehicles yielding to pedestrians in the crosswalks is too low.

SCOPE OF WORK:

The project involves in-house design using existing City staff in the development of plans, specifications, and estimates for the described work.



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.603
PROJECT	Traffic Safety Program	Project Type:	Improve
LOCATION	Citywide	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	New

DESCRIPTION:

This program provides for the construction of various citywide roadway safety-related capital improvements as identified through engineering analysis.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
North Hill Elementary SRTS	-		0	0	0	0	0		0	0
Midway Elementary SRTS	455,000		-	-	80,000	290,000	85,000		-	-
MVD & S. 240th RAB	-		-	-	-	-	-	-	-	-
MVD Crosswalk Improvements	375,000		15,000	-	100,000	130,000	130,000	-	-	-
DMMD and 200th	-							-		
Driver Feedback Signs	-					-	-	-	-	-
S. 268th St. Sidewalks	500,000					-	-	100,000	200,000	200,000
	-									
	-									
TOTAL	\$ 2,100,000	\$ -	\$ 15,000	\$ -	\$ 180,000	\$ 420,000	\$ 215,000	\$ 100,000	\$ 200,000	\$ 200,000

FUNDING SOURCES	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ASE Program	\$ 1,460,000		\$ 200,000	\$ 300,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000
WTSC Grant (Unconfirmed)	-		-	7,500		-		-		
	-									
	-									
TOTAL	\$ 1,460,000	\$ -	\$ 200,000	\$ 307,500	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000
RESERVED BALANCE	765,000		\$ 185,000	\$ -	\$ 215,000	\$ 5,000	\$ -	\$ 110,000	\$ 120,000	\$ 130,000

*Excludes FY 12 Amd



2013 - 2018 CAPITAL IMPROVEMENT PLAN Transportation CIP Fund

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319.603
PROJECT	Traffic Safety Program	Project Type:	Improve
LOCATION	Citywide	Council Goals met:	1, 2, 3
		Council Objectives met:	
		Project Status	New

DESCRIPTION:

This program provides for the construction of various citywide roadway safety-related capital improvements as identified through engineering analysis.

JUSTIFICATION:

Roadway safety needs are identified through engineering analysis and investigation by the Transportation Division. This program provides for the construction of spot safety improvements within a relatively short response time. Examples of the types of projects that are indicative of this program are pedestrian crosswalk improvements, radar speed signs, school zone flashing beacons, sidewalks in locations near schools. Other safety projects may also be considered.

The table below provides some initial potential safety project information.

Improvement Type	Description	Potential Locations	Cost
Crosswalk improvements	Improve mid-block crosswalk safety by adding overhead signing/lighting/ped actuated flashing beacons	MVD/S. 219th MVD/S. 220th St MVD/S. 226th St	\$50,000 - \$60,000 per location
Driver speed feedback signs	Permanent radar speed signs which show vehicle speed along with the posted speed limit	Redondo Beach Dr Redondo Way S 20th Ave S	\$15,000 - \$20,000 per location
Sidewalk	Install sidewalks in missing sections consistent with the ultimate cross-section for desired roadway	S. 268th St - 16th Ave S to 19th Ave S 24th Ave S - S. 222nd St to S. 226th St S. 200th St - 8th Ave S to east City limits 11th Ave S - S. 219th St to S. 220th St	To Be Determined
School Zone Flashing Beacons	Install flashing beacons within school zones per engineering analysis	To Be Determined	\$20,000 - \$50,000 per school zone.
Other	As determined by engineering analysis	To Be Determined	To Be Determined

SCOPE OF WORK:

Design and prepare plans for, and construct and inspect projects for the installation of traffic safety improvement projects. Design and construction may be prepared by City staff, interlocal agreement with another local agency or county government, or by consultant, depending on staff availability and the complexity of the installation.



2013 - 2018 CAPITAL IMPROVEMENT PLAN **Transportation CIP Fund**

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	319,602
PROJECT	Midway Elementary - Safe Routes to School	Project Type:	Improvement
LOCATION	24th Ave. S. between South 224th St. and South 226th St.	Council Goals met:	
DESCRIPTION:	Install sidewalk, widened shoulders, overhead school crossing sign for school crossing.	Council Objectives met:	
		Project Status	

EXPENDITURE SCHEDULE										
COST ELEMENTS	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ 25,000				\$ 10,000	\$ 10,000	\$ 5,000			
CIP PROJ MANAGEMENT	-									
DESIGN / ENGINEERING	40,000				40,000					
LAND	30,000				30,000					
BUILDINGS	-									
IMPROVEMENTS	280,000					200,000	80,000			
INSPECTION	50,000					50,000				
CONTINGENCY	30,000					30,000				
UTILITY UNDERGROUNDING	-									
OTHER - PERMIT	-									
TOTAL	\$ 455,000	\$ -	\$ -	\$ -	\$ 80,000	\$ 290,000	\$ 85,000			

FUNDING SOURCES	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
WSDOT SRTS Grant (Unconfirmed)	\$ -					\$ -				
Traffic Safety Program	455,000				80,000	290,000	85,000			
TOTAL	\$ 455,000	\$ -	\$ -	\$ -	\$ 80,000	\$ 290,000	\$ 85,000			

JUSTIFICATION: Midway Elementary is located on 24th Avenue South which is classified as collector arterial (Federal Aide Route # 1057). 24th Avenue South is a two-lane roadway with 11 foot travel lanes, ADT of roughly 6,200, and generally consists of narrow shoulders and open drainage on both sides of the street. There is some sidewalk on the west side of 24th Ave South along the school frontage which matches into older existing sidewalk to the north and the south. School children that live on the north and south sides of S. 224th Street east of 24th Ave South currently use the narrow shoulder on the east side of 24th Ave South adjacent to the deep open drainage ditches in order to access the marked school crosswalk. There is an existing Metro bus stop on the east side of 24th Ave S just north of S. 226th St. There are two marked school crosswalks (one at S. 226th St and one mid-block near the school entrance). The school provides crossing guards during arrival and dismissal times.



2013 - 2018 CAPITAL IMPROVEMENT PLAN **Transportation CIP Fund**

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	Transportation	PROJECT NO.	
PROJECT	Marine View Drive Crosswalk Improvements	Project Type:	Improvement
LOCATION	Marine View Drive in the Downtown	Council Goals met:	
DESCRIPTION:	Install signing and Rectangular Rapid Flashing Beacons and overhead crossing signs.	Council Objectives met:	
		Project Status	

EXPENDITURE SCHEDULE										
COST ELEMENTS	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMIN (CITY STAFF)	\$ -		\$ -							
CIP PROJ MANAGEMENT	-									
DESIGN / ENGINEERING	15,000		15,000							
LAND	-									
BUILDINGS	-									
IMPROVEMENTS	350,000				100,000	125,000	125,000			
INSPECTION	50,000				10,000	20,000	20,000			
CONTINGENCY	50,000				10,000	20,000	20,000			
UTILITY UNDERGROUNDING	-									
OTHER - PERMIT	-									
TOTAL	\$ 465,000	\$ -	\$ 15,000	\$ -	\$ 120,000	\$ 165,000	\$ 165,000			

FUNDING SOURCES	TOTAL*	FY 11 Act	FY 12 Est	FY 12 Amend	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
Traffic Safety Program	375,000		15,000		100,000	130,000	130,000			
Transportation CIP Fund	90,000				\$ 20,000	\$ 35,000	\$ 35,000			
TOTAL	\$ 465,000	\$ -	\$ 15,000	\$ -	\$ 120,000	\$ 165,000	\$ 165,000			

JUSTIFICATION: The existing unsignalized crosswalks on Marine View Drive would be enhanced with pedestrian actuated flashers. National studies have shown vehicle yield compliance increases to above 80% when actuated flashing warning lights are used. The City has received concerns that vehicles yielding to pedestrians in the crosswalks is too low.

SCOPE OF WORK: The project involves in-house design using existing City staff in the development of plans, specifications, and estimates for the described work.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:

Intergovernmental Policies and Positions

FOR AGENDA OF: January 10, 2013DEPT. OF ORIGIN: Administration**ATTACHMENTS:**

1. 2012 Intergovernmental Policies and Positions
2. Association of Washington Cities 2013 Major Priorities
3. Southwest King County Economic Development Initiative (SKCEDI) 2013 Economic Development Legislative Positions for Southwest King County
4. King County Alliance for Human Services Legislative Proposal
5. Letter from King County Executive Down Constantine, Seattle Mayor Mike McGinn, and the Sound Cities Association regarding Transportation Funding

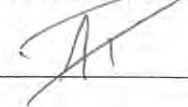
DATE SUBMITTED: January 3, 2013

CLEARANCES:

[] _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: _____



Purpose and Recommendation

The purpose of this agenda item is to allow the City Council to review and adopt the City's Intergovernmental Policies and Positions for 2013.

Suggested Motion

"I move to adopt the 2013 Intergovernmental Policies and Positions as submitted."

Alternative Motion

"I move to adopt the 2013 Intergovernmental Policies and Position as amended by the City Council."

Background

The City Council first adopted a set of intergovernmental policies and positions in 1998, to let the public and our state and national legislative delegations know the official positions of the City of Des Moines on a variety of issues and subjects. Having adopted positions also allows staff to accurately relate the

City's positions when discussing issues with other elected officials, in particular our state senator and representatives. Since these positions were first adopted, the City Council has reviewed and, if needed, amended and updated them on an annual basis. The last review of these positions was in January 2012.

Discussion

The 2013 State Legislative session will begin on mid-January and the 113th U.S. Congress has been sworn in and is in Washington, D.C. to begin its work. It is, therefore, appropriate for Council to review its intergovernmental policies and positions as these legislative bodies start to meet. Attached for Council's convenience are the policies and positions adopted for 2012 (attachment 1). Also attached for Council's information are Association of Washington Cities' (AWC) 2012 major priorities as adopted by its Board of Directors (attachment 2) and the Southwest King County Economic Development Initiative (SKCEDI) 2013 Economic Development Legislative Positions for Southwest King County (attachment 3). Council may want to consider taking a position with regards to the proposal being brought forward by King County human services providers to allow counties in Washington to adopt a 0.3% sales tax councilmanically to fund human services and provide cities a new source of revenue for criminal justice and other general governmental purposes (see attachment 4). In addition, Council may want to consider a position regarding transportation funding as outlined in the letter from King County Executive Dow Constantine, Seattle Mayor Mike McGinn, and the Sound Cities Association (see attachment 5).

Alternatives

Council may chose not to make any changes to the current intergovernmental relations policies and positions.

Financial Impact

None.

Recommendation

Staff recommends that Council, at minimum, add a position regarding liquor revenues and tax increment financing.

Concurrence

None.

City of Des Moines
2012 Intergovernmental Policies and Positions

A. General Policies

1. Any new, law, regulation, or requirement from the county, state, or federal levels should be matched with ongoing secure sources of revenue sufficient to fund the mandate.
2. Decisions affecting Des Moines are best made at the local level. Therefore, county, state and federal legislation or mandates should not erode or curtail local authority.
3. The City opposes any federal, state or regional actions which reduce the fiscal capacity of the City to provide services to its citizens.

B. Intergovernmental Positions

1. Metropolitan King County
 - a. The City supports continued King County funding of regional human service needs from current or future county revenues. Des Moines should remain a provider of local human services.
 - b. Any King County budget or service reductions should treat residents of incorporated and unincorporated areas equally.
 - c. King County Metro should provide the following transit services to Des Moines residents.
 - (1) Existing routes
 - (2) Metro should restore service lost to cutbacks since 2000.
 - (3) Provide looped service to the Woodmont and Redondo areas of Des Moines.
 - (4) Provide Dial-a-Ride service to the citizens of Des Moines.
 - (5) Continue to fund the Access transit program.
 - (6) Continue to fund the Senior Services Des Moines/Normandy Park Shuttle
 - d. The City supports development of the Lake to Sound Trail System in south King County.

- e. The City will participate in the WRIA9 water quality improvement process. Any changes in or new sources of revenue from Des Moines residents to support projects should be subject to City Council review and authorization.
 - f. The City of Des Moines supports other suburban cities in their negotiations to have King County fund infrastructure improvements in unincorporated areas prior to annexation. New unincorporated developments should provide urban level improvements such as adequate right-of-way, curb, gutter, underground utilities, etc.
 - g. The City supports re-initiation of 24-hour booking at the Regional Detention Center in Kent.
 - h. King County should respect previous agreements regarding regional governance.
2. State of Washington
- a. Des Moines supports restoration of and additional funding for the planning acquisition, restoration and development of recreational and boating facilities and wildlife habitat.
 - b. The City supports additional state funding for local criminal justice needs and training.
 - c. Des Moines supports added state funding to meet local and regional transportation maintenance and capacity needs.
 - d. The City supports the restoration of historic levels of Public Works Trust Fund and Transportation Improvement Board funds and re-authorization of funding for the Community Economic Revitalization Board (CERB) and the Local Infrastructure Financing Tool (LIFT) program for local government infrastructure projects.
 - e. Any electric utility deregulation should not result in increases for local rate payers and should provide for consumer aggregation options for bulk purchases. (This policy also applies at the federal level.)
 - f. The City supports tort reform that reduces municipal liability and exposures.
 - g. The City opposes legislation that preempts local zoning control.

- h. Des Moines supports legislation that treats City leases of DNR aquatic lands equal to Port leases and opposes legislation that increases the City's current lease rate.
- i. The City opposes personnel and labor relations legislation which diminishes its management rights or mandates additional unfunded programs and benefits. (This policy also applies at the federal level.) Des Moines supports legislation providing civil immunity from reference checks.
- j. The City supports continued improvements to high speed passenger rail travel from Portland to Vancouver, B.C. to reduce dependence on planes and automobiles.
- k. The City supports legislation which would abolish the 1889-1890 right-of-way vacation by operation of law statutes.
- l. The City supports legislation returning to Des Moines at no cost and with no conditions any portions of the SR-509 right-of-way south of South 216th Street not used for traffic improvements.
- m. The City opposes any legislation which directly or indirectly aids in the expansion of Sea-Tac International Airport or the lengthening of any of its runways. (This policy also applies at regional and federal levels.)
- n. The City opposes any legislation which reduces the authority of cities to annex territory.
- o. The City opposes legislation which reduces the authority of cities to assume special purpose districts.
- p. The City supports legislation that requires either sponsors of essential public facilities or jurisdictions in which EPF's are located to fully mitigate environmental, social, and economic impacts of the EPF in neighboring impacted jurisdictions.
- q. The City opposes legislation that would reduce municipal control over city streets and rights-of-way.
- r. The City supports legislation to elect Port commissioners by district.
- s. The City opposes mandatory requirements for affordable housing, housing growth, and residential density targets.
- t. The City supports legislation clarifying the right of cities to exercise use and zoning powers with respect to gambling activities,

including the power to adopt moratoria, interim zoning controls, and prohibit gambling activities.

- u. The City supports legislation to increase the local share of municipal court fines and forfeits.
- v. The City supports legislation to allocate surplus LEOFF I pension funds to local government to assist in meeting LEOFF I medical and long term care obligations.
- w. Des Moines supports full state funding for Shoreline Management Plan updates.
- x. The City supports legislation establishing a state process for siting an additional major airport at a location at least 15 miles from SeaTac International Airport and other essential public facilities of a regional nature.
- y. The City supports legislation and legal appeals that overrule Washington Utilities and Transportation Commission decisions regarding city rights-of-way and Puget Sound Energy. Cities should not be required to purchase private easements for utilities and rules regarding utility relocates and undergrounding should be re-enacted.
- z. The City supports investigations into whether or not Streamlined Sales Taxes are being properly collected and remitted to cities into which purchased items are delivered.
- aa. The City supports retention of full local authority to operate municipal courts. Additionally, the City supports the position that cities may contract with another city to provide municipal court services and opposes legislation that would erode or eliminate this ability.
- bb. The City supports flexible use of Real Estate Excise Taxes.
- cc. The City supports State tax policies that assist cities in meeting infrastructure needs for new development in airport noise impacted areas.
- dd. The City supports amendments to binding interest arbitration criteria as outlined in the Association of Washington City's legislative priorities.
- ee. The City supports the Association of Washington City's proposals to manage public records requests.

- ff. The City supports a state law changing the City's aquatic land lease to much less as the Marina provides access to the water through the fishing pier and the breakwater protects the base of the pier as well as the boat moorage.
- gg. The City opposes the State's proposal to streamline the collection of B&O taxes and issuance of business licenses unless the new processes are revenue neutral to cities.
- hh. The City opposes any reduction in state-shared liquor revenues.
- ii. The City supports legislation that creates a true tax increment financing mechanism.

3. Federal

- a. Utility deregulation – see Policy B.2.e.
- b. Airport – The City supports the Port of Seattle in conducting a comprehensive Part 150 study that is in complete compliance with all applicable federal laws and regulations and encourages expansion of the noise mitigation program to provide insulation to all buildings within the noise contours that trigger such action for single-family homes. See also Policy B.2.m.
- c. Personnel – see Policy B.2.i.
- d. The City supports continued Community Development Block Grant funding.
- e. The City opposes legislation that nationalizes cable television and telecommunications franchising, reduces or eliminates cities' ability to manage their rights-of-way, or reduces or eliminates cities' ability to impose franchise fees and utility taxes.
- f. The City supports increasing federal funding of emergency preparedness for local first responders

4. Interjurisdictional and Regional

- a. The City supports a phased approach to the extension of SR-509. Phase I should guarantee completion of the route from I-5 to SR509 and include the following features: the I-5 collector/distributor lanes, a grade-separated interchange at South 200th Street, the planned South Access with interchange to SeaTac International Airport, and provisions for 24th/28th Avenues to continue uninterrupted beneath or over SR-509.

- b. The City supports construction of a bridge over I-5 at South 240th Street.
- c. The City supports completion of the higher speed south access route from the SR-509 extension to the south end of the airport, to be funded by the Port of Seattle.
- d. The City supports the construction of the 28th-24th arterial as a separate business access roadway and opposes any interim use of this route for airport south access.
- e. Des Moines supports the development and implementation of a comprehensive regional and state Emergency Management, Response, and Communication System.
- f. The City supports straightening the Kent-Des Moines boundary on Highway 99 south of Kent-Des Moines Road so that Highway 99 would be the dividing boundary between the two cities.
- g. The City generally supports local, state, and regional efforts to proactively improve salmon habitat to avoid imposition of more restrictive and less flexible federal standards and efforts to continually improve and upgrade surface water capital facilities.
- h. The City supports and encourages local water districts to engage in regional and local efforts to ensure adequate future water through conservation and development of new supplies.
- i. The City supports either a light rail alignment on or east of the SR 99 center median, or along 30th Avenue South, provided a light rail stop is added in the vicinity of South 216th Street; or the designation of the west margin of Interstate 5 as the light rail corridor through Pacific Ridge.
- j. The City supports retention of local control over its roads.
- k. The City supports interlocal agreements with its neighboring cities to coordinate the collection of traffic impact fees and imposition of appropriate environmental mitigation for development projects near our respective boundaries.
- l. The City supports continued coordination with utility and other special districts to plan for capital improvements within the City limits.
- m. The City opposes any proposal extending Kent's cross-valley connector (South 228th Street) any further west than the south bound I-5/SR 509 proposed right-of-way.

Adopted by the
Des Moines City Council
At an open public meeting
January 12, 2012



2013

legislative priorities

Attachment #2

Washington's 281 cities and towns provide vital services to most of the state's citizens and businesses. Our state's economy depends on maintaining and promoting strong city economies. Our state's quality of life depends on vibrant, healthy, and diverse neighborhoods. Cities play an integral role in partnerships between public and private interests to ensure public confidence in the ability of government to be a constructive force in our communities.

To advance these goals, our cities have developed and embraced the following priorities:

■ Ensure fiscal sustainability and flexibility

- Restore diverted liquor revenue and retain existing state-shared city revenues during these fiscally challenging times.
- Preserve current local revenue authorities like local business licensing taxes and seek to develop new options.
- Retain flexibility in using Lodging Tax for operations and non-profits.

■ Foster and invest in infrastructure and economic development

- Collaborate with the state to increase multi-modal transportation funding and expand sustainable revenue options.
- Authorize tax increment financing and fine-tune other tools that help foster job creation and retention in cities.
- Keep funding for critical infrastructure programs like the Public Works Trust Fund and don't divert capital investment dollars to the general fund.

■ Enhance service provision

- Allow cities to be more flexible and responsive to fiscal challenges, such as managing personnel costs.
- Provide state funding for critical mandates like municipal stormwater permits and refrain from adding any new unfunded or underfunded mandates.
- Strengthen public records access by curbing abusive requests.

In addition, AWC has identified a number of other issues important to cities across the state. A full list with adopted positions can be found at awcnet.org.

For more information, contact:

Dave Williams

Director of State & Federal Relations
davew@awcnet.org • 360-753-4137

Or contact one of our lobbyists:

Candice Bock

Law & justice, personnel, pensions, public records, social services
candiceb@awcnet.org

Victoria Lincoln

Energy, general government operations, municipal finance, state budget, telecommunications
victorial@awcnet.org

Carl Schroeder

Environment, housing, land use
carls@awcnet.org

Dave Williams

(until 1-7-13, then Alison Hellberg)
 Economic development, infrastructure, transportation
davew@awcnet.org

AWC full list of legislative recommendations

(Adopted by AWC Board of Directors, December 2012)

12/11/2012

[Click here for an explanation of the category designations.](#)

Ensure continued appropriation of committed state shared funds (such as Liquor Excise Taxes and Profits, Streamlined Sales Tax Mitigation, City-County Assistance Account, Municipal Criminal Justice Account, Annexation Sales Tax Credit, and public health funding).	Major priority
Restore liquor revenue and mitigate public safety impacts from privatization – Eliminate \$10 million ongoing diversion of liquor taxes and reinstate local share of excess liquor profits. Find new ways to fund liquor enforcement and increase local authority over retail liquor sales to enhance public safety.	Major priority
Preserve existing local revenue authorities (don't restrict or eliminate, such as local B&O taxing authorities).	Major priority
Retain flexibility in using Lodging Tax for operations and non-profits (expansion sunsets on June 30, 2013).	Major priority
State transportation funding and local options - The range of sources that we are discussing includes: • An increase in the gas tax, 65 percent of which would go to the state with cities and counties receiving 18 and 12 percent respectively; • An increase in Transportation Benefit District councilmanic authority for vehicle fees from \$20 to \$40; • Some level of county Motor Vehicle Excise Tax authority, shared with cities, that could be passed either councilmanically or by public vote.	Major priority
Amend or add new economic development tools (such as new rounds of funding Local Revitalization Financing and extending current sales tax funding of Local Infrastructure or Public Facilities Districts).	Major priority
Fund city priorities in the Capital Budget (such as the Public Works Trust Fund).	Major priority
Pursue options for creating sustainable personnel related costs (such as changes to binding interest arbitration statutes, stabilizing pension contribution funding, and minimizing increases in Workers Compensation rates).	Major priority
Stormwater Funding: Advocate for new state funding and the continuation and formalization of existing funding to support Phase I and II NPDES cities meeting permit responsibilities.	Major priority
Resist transferring responsibilities from the state to cities.	Major priority
Pursue pro-active public records proposals that address some of the problems that come with the burgeoning and abusive public records requests.	Major priority
Public education funding – Great schools are an essential part of creating great cities and AWC supports fully funding basic education. However, we are concerned that fulfilling the requirements of the McCleary decision to fully fund basic education would require unacceptable cuts to other essential state programs and services such as public safety, support for local governments, or human services, or to sweep important job-creating capital programs like the Public Works Trust Fund and MTCA, just to name two. That's why AWC supports considering all possibilities for fully funding basic education – growing our economy, reforming administrative and regulatory costs, and the possible need for new revenue.	Other significant issue

Eliminate, amend or further delay vehicle fleet conversion date requirement (June 1, 2018) – Cities are required to convert their vehicle fleets to biofuels or other alternative fuels by June 1, 2018. City concern is that we set aside funding five years in advance or more to have a revolving vehicle fund. With uncertain technology, and limited ability for the Department of Commerce to implement rule-making, this requirement should be eliminated, limited, or delayed another 5 years.	Other significant issue
Pavement condition reporting – Cities are required to report the condition of their arterial network to the state. This biennial requirement was suspended for the 2011-13 biennium. Biennial arterial condition reporting is an expensive undertaking. Staff recommendation is to change current law to make this requirement voluntary.	Other significant issue
Pursue flexibility to allow cities to change highway design or speed limits to enhance public safety – There is an inherent tension between the state and cities on how state highways should perform when they serve as main street and as a state corridor. The state views highways as a corridor to safely and quickly move vehicles and goods to final destinations. State law limits the ability of cities to require state highways to perform similarly to other arterials that may have lower speed limits, or different design configurations to enhance pedestrian safety and walkability of the community.	Other significant issue
Alternative public works contracting – Repeal Sunset Clause for Design-Build and increase the ability of cities to use Job Order Contracting.	Other significant issue
Limiting liability for local government: • Continue to pursue reforms that limit joint liability for public entities, especially in the context of proposed expanded wrongful death claimants and damages; • Continue to work to amend the law so that juries may know if a person involved in an injury accident was wearing his or her seatbelt; and • Oppose changes to liability requirements that would increase liability for local government.	Other significant issue
Preservation of MTCA – This dedicated funding source for toxic cleanup & prevention and recently stormwater, is potentially endangered as continuing budget difficulties befall the state. AWC will advocate protecting the MTCA account from being swept to the general-fund and for maintaining the focus on core uses of these funds (including toxics cleanups and stormwater funding).	Other significant issue
Resolve Funding of Fire Hydrants – Recent Supreme Court decisions regarding fire hydrants have left unresolved issues that have prompted water interests statewide to establish and implement an outreach effort to address possible solutions heading into the 2013 Legislative Session. AWC will support a resolution that helps communities facing problems without inadvertently harming those communities who have found solutions.	Other significant issue
Provide SEPA Latecomer fee authority to help pay back funding subarea environmental reviews that can facilitate economic development/redevelopment in cities.	Other significant issue
Fund or repeal Buildable Lands provisions in King, Pierce, Snohomish, Kitsap, Thurston and Clark Counties – Hasn't been funded for several years, but still requires work be done. Explore opportunities to reduce or remove this obligation, especially in the context of continued interest from the state in removing unfunded mandates.	Other significant issue
Support funding for the Housing Trust Fund – The Housing Trust Fund is the state's preeminent resource for funding the capital costs of affordable housing developments around the state. AWC has been supportive in the past. In addition to supporting the Housing Trust Fund we will support other state and local tools to increase and sustain development of affordable housing in cities.	Other significant issue

GMA planning assistance – Department of Commerce is investigating opportunities to provide financial assistance to cities and counties as they begin the next round of comprehensive plan updates (\$5m in grants and \$1.5m in technical assistance).	Other significant issue
Brownfield redevelopment in MTCA – This proposal 1) provides additional tools to local governments and the Department of Ecology to address small brownfield redevelopments that are not easily reached under existing toxic cleanup tools and 2) provides new authorities to Ecology and the Legislature to institute a grant-funded trust concept to provide greater certainty to expensive long-term cleanup projects.	Other significant issue
Statutory Authority to De-Annex from a Park District – The city of Farmington has identified a lack of authority to leave a park a park and recreation district (<u>ch. 36.69 RCW</u>). AWC will help seek a solution to this narrow issue and will not attempt to address all varieties of park district.	Other significant issue
Public Defense Funding & Standards: • Support clarification of local authority to set standards for public defenders per RCW 10.101.030 in light of the recently adopted Court Rule. This would clarify local control over the related policy and budget issues. • Support additional funding for local grants through the Office of Public Defense.	Other significant issue
Mitigating Medical Costs for Offenders – Change RCW 70.48.130 to reflect the language prior to June 30, 2009, when cities were not required to pay for medical costs of felon arrestees or otherwise clarify that cities are not responsible for medical costs for felony arrestees over which they have no control. Under the current statute, cities have the responsibility for medical costs, but no means of controlling or limiting those costs.	Other significant issue
Community corrections • Seek additional authority for DOC and cities over siting of sex offender housing, specifically unofficial group homes that attract multiple sex offenders to one location. • Support DOC community supervision, particularly efforts to work with local law enforcement on cost effective programs like the Neighborhood Corrections Initiative in Seattle.	Other significant issue
Funding for Health and Human Services – Support retention of funding for health and human services programs that meet the needs of vulnerable individuals and families including the following; mental health care programs and Basic Health; affordable child care; hunger relief; housing and homelessness programs; and substance abuse programs.	Other significant issue
Funding for gang intervention and prevention activities – Seek sustainable, ongoing funding for gang prevention and intervention programs that reduce gang and youth violence.	Other significant issue
Law enforcement training costs – The 2011-13 budget includes provisions requiring local government to pay 25% of the cost of sending a cadet to the Basic Law Enforcement Academy and other mandatory training as well as the entire cost of ammunition. However, cities will oppose any attempt to make this new funding requirement permanent. Cities provide significant revenue to the State General Fund in the forms of traffic and other criminal fines that cover 100% of the cost of this state mandated training.	Other significant issue
Siting/permitting of small-scale renewable energy projects – Bills were introduced that would have pre-empted local permitting of such facilities. May be an issue again.	Strongly defend against
Assumption of water/sewer districts – Defend against possible proposal to eliminate cities current authority.	Strongly defend against

Restrict the timing at which cities can collect impact fees – Developer interests have introduced bills in the past that required cities to collect impact fees only when development was complete or nearly complete.	Strongly defend against
Washington Financing Authority. A State Treasurer proposal to align and optimize state and federal funding to help local governments finance projects. A second objective is to assist in multi-jurisdictional, complex projects.	Endorse
Extend sunset of joint select committee on municipal corporations and local government finance from June 2013 to later.	Endorse
Expand Main Street Tax Credit program by removing population threshold for city participation. Currently, cities must have a population under 190,000.	Endorse
Small public works project reform for public works and maintenance projects that cost less than \$5,000 – Current law is outdated with respect to state requirements for public works projects that cost less than \$5,000. A series of changes are recommended that would give cities the option to waive bonding, retainage, and competitive bidding requirements. Waiving prevailing wage requirements, or raising the limit from \$2,500 to \$5,000 to allow a combined, no fee intent and affidavit process is also recommended.	Endorse
Stormwater cost recovery – Cities that have stormwater utilities but do not charge their own streets are prohibited from seeking state reimbursement for stormwater runoff costs from controlled access state highways (i.e. I-90, I-405, I-5). Proposal is to repeal the requirement that cities must charge their own streets in order to seek state reimbursement.	Endorse
Authorize impact fees to be used for debt service – Impact fees are currently collected to provide infrastructure or mitigate the impact of new construction. However, these fees cannot be used to support debt service or repair existing streets that are impacted as a result of new construction.	Endorse
Real Estate Excise Tax – allow cities to use REET II for capital debt service (Counties received authority in 2011.)	Endorse
Extend period by which cities have to spend mitigation fees – With the building slow-down it may be difficult to spend collected moneys within mandatory 6 years. Look for opportunities to address extensions of timelines around SEPA mitigation and Local Transportation Act impact fees if the opportunity arises.	Endorse
Support funding for Chemical Action Plans by Ecology – Consider supporting Ecology's request for funds for funds to expedite work on a "Chemical Action Plans" that can help focus on some of the major chemicals that contribute to water quality degradation. This would be a potential side-solution to the fish consumption rate conversation, as CAPs are being proposed by many as a better means to address specific water quality problems than wholesale increases in permit conditions. Explore opportunities to advance this idea in the fish consumption rate discussion.	Endorse
Support for Product Stewardship efforts – Cities of Seattle and Kenmore have sought for AWC to "endorse" efforts around product stewardship in the areas of battery recycling, paint and recycled carpets.	Endorse
Vehicle Prowl – Increase penalties for repeat offenders.	Endorse
Municipal courts • Retain authority over any proposed regionalization of courts. • Retain authority to appoint part time judges serving municipal courts. • Clarify state statutes for removing municipal court judicial officers recognizing the Judicial Conduct Commission. • Allow cities to establish a DUI court.	Endorse

DUI penalties • Support effective approaches that will serve as an incentive to reducing drunk driving. • Focus efforts on reducing repeat offenders. • Any new efforts must be cost effective.	Endorse
Unused medicine (pharmaceuticals) take-back program – Support legislation creating and funding a take back program for unused prescription medications.	Endorse
Emergency management funding/communications interoperability: • Support opportunities to improve emergency response capabilities. • Maintain support for E911 and oppose attempts to redirect that funding to other purposes. • Expand State Fire Mobilization to include All Risk Mobilization	Endorse
Public health – Seek sustainable and predictable funding for public health programs.	Endorse
Nuisance abatement – Support authority for cities to enforce outdoor nuisance abatement related to public health issues like garbage accumulation.	Endorse
Registry of foreclosed homes – For local municipalities to readily find out which homes may be vacant instead of relying on complaint/waiting until there is a problem.	Endorse
Metal Theft – Support efforts to combat metal theft and its impact on our communities and utilities.	Endorse
Library Districts – Authority for cities to form municipal library districts using property tax authority.	Endorse
Limit rising state audit costs – Possibilities include looking at the scope and frequency of audits.	Monitor
Raise cap of EMS levies from \$0.50 to \$0.75 – Proposal from Washington Fire Chiefs referred from AWC's Healthy & Safe Communities Subcommittee for consideration.	Monitor
Stormwater permit – Clark, Pierce and Snohomish county are likely to propose a bill to delay implementation of the new stormwater permit by one year in order to allow the appeals of the Phase I and Phase II permits to be resolved before the permit goes into effect. We will wait and evaluate whether this discussion gains momentum.	Monitor
Land Use and Climate Change – Legislators have reached out to cities with some ideas about how local land use decisions can help accomplish the state's goals around vehicle miles travelled and greenhouse gas reductions. AWC is working to connect those legislators with practitioners at the local level to understand what activities are ongoing right now and how progress might be made on these items with minimal burden on local governments. We will work to help shape this proposal and bring it back to the committee when it is riper.	Monitor
Annexation – we expect that there may be proposals coming from Southwest Washington to “fix” the annexation bill from several years ago. Previous principles that AWC has used in annexation discussions include: • AWC will advocate for more annexation tools to facilitate annexations within urban growth areas and promote incentives to facilitate agreement among a city and county to jointly plan for and have consistent development regulations in unincorporated urban areas. • “Advocate for changes to annexation statutes that will better facilitate annexations, and explore legislative ideas to encourage cities and counties to better coordinate boundary, finance and governance transition issues.”	Monitor

Fish consumption rate – The Fish Consumption Rate is part of a formula that drives water quality and cleanup standards. The general idea is that the quality of the state's water will have an impact on the health of the fish living within it, and the healthiness of those fish will ultimately impact the health of the people who eat them. The result could have significant impacts on cities across the state – making it significantly more costly to maintain wastewater treatment systems, perform toxic cleanups, and manage stormwater runoff from city streets. This is primarily a rulemaking effort right now, but we will need to monitor any legislative developments.	Monitor
State water pollution control revolving fund fee (Ecology proposals) – Ecology advanced agency-request legislation that would have authorized additional state fees to address a structural deficit for funding the administration of this important capital account. This legislation would have authorized an increased administrative fee while simultaneously reducing the interest rate to borrowers – leaving no net effect to the borrowers. The retroactivity provisions of this proposal attracted legislative concern and the bill died. Ecology will be advancing a new proposal that also aims to be cost-neutral to borrowers.	Monitor
Building Code Council fees – The State Building Code Council will likely be seeking legislation to increase the building permit fees that are its sole source of funding. Those fees - \$4.50 per building permit - have not changed in 24 years (except for multifamily units which were assessed an additional \$2.50/unit in 1998.) The same \$4.50 is assessed whether the project is a home, a grocery store, a residential deck or a 40-story office building.	Monitor
Add flexibility on expenditure of impact fees – Allow some transfer from capital to operations and maintenance.	Monitor
Latecomer fee agreements for road and sewer infrastructure – Development interests have queried our interest in a potential proposal to extend the timeframes for latecomer fee agreements for road and sewer infrastructure. Currently the statutory limit is 15 years and these groups would like to see that extended. Additionally, they are interested in some more uniform process than currently exists (broad local authority whether to require these, for how long, and how they are to operate). We will continue these conversations in the context of our work on SEPA latecomer fees and bring any proposals back in front of the committee.	Monitor
Concealed Pistol Licenses – Monitor legislation dealing with the authority and responsibility for issuance of CPLs	Monitor
Integrating group homes in communities – Seek regulation of non-traditional group homes that currently go unregulated by the State.	Monitor
Medical marijuana • Oppose any preemption of local authority over traditional land use and other regulatory functions in regards to medical marijuana production or distribution. • Support changes to prevent abuse of medical marijuana by individuals and medical providers. • Maintain ability to levy taxes on any businesses and transactions. • Support reclassification by the Federal government to recognize the medical use of marijuana.	Monitor



Highline



2013 Economic Development Legislative Positions for Southwest King County

The combined memberships of the Southwest King County Economic Development Initiative (SKCEDI) and the Highline Forum endorse five economic development legislative positions for 2013 that increase job opportunities and income for Southwest King County residents and attract quality business investment and real estate development to the area.

In order to promote local economic development, drive job growth, and protect the quality of life of our communities in unprecedented challenging economic times, SKCEDI and the Highline Forum strongly support:

- **Funding the extension of SR509 to I-5**, through support of a new state transportation revenue package, tolling and public-private partnerships to improve the movement of people and goods throughout Southwest King County and to and from Seattle-Tacoma International Airport. The trade sector is a major source of jobs for our community and it must be supported.
- **Tax increment financing** as a tool for local jurisdictions to attract and incentivize partnerships with the private sector.
- **Restored and increased funding for infrastructure programs** that provide vital resources to local jurisdictions for job creating projects: the Community Economic Revitalization Board (CERB), the Public Works Trust Fund (PWTF), the Transportation Improvement Board (TIB), the Regional Mobility Grant Program, and the Model Toxic Control Account (MTCA).
- **Increased funding for enrollment capacity at community and technical colleges**, including English as a Second Language learners. Community and technical colleges are providing education and training that enable business and economic growth.
- **Reforming K-12 funding formulas to provide adequate and equitable education** that prepares all students for college, career and citizenship and supports the unique demographic needs of Southwest King County. The long-term vitality of our state is dependent on a skilled workforce.

The combined memberships of SKCEDI and the Highline Forum include the cities of Burien, Des Moines, Normandy Park, SeaTac and Tukwila, Highline Community College, the Port of Seattle and Highline Public Schools.

⁶³ **Municipal Champions Build Support for County-wide Revenue for Regional Community Health and Human Services**

The King County Alliance for Human Services reached out to YOU because you have built a reputation as a leader in helping your constituents meet their basic human needs.

There is a proposal being developed that would bring much needed revenue for regional community health and human services in 2014, including significant funding that would go directly to cities.

Alliance members have been working with King County Councilmembers who have agreed to be "Champions" for human services funding.

The County Council and Executive will pursue obtaining legislative approval for a 3/10 of 1% sales tax (3¢ on a \$10 purchase) to be voted on and passed by the County Council. This is a two-step process that requires a vote in Olympia allowing a councilmanic vote to use the sales tax and then a vote by county councilmembers. This path will not require a public vote. This would happen in **2013**.

- We believe that this is the best opportunity we have to help people in need.
- It is also the best opportunity to help cities and agencies provide needed care and services.
- There is growing, bipartisan support for this proposal. It will only work, however, if cities throughout the county join in and express their support to their county elected officials.
- We hope you will join us in supporting this proposal as it moves forward.

What we need from you:

- **Contact your county councilmember and encourage him/her/them to support establishing new revenue for community health and human services.**
- **Be a visible supporter and advocate when opportunities arise (You can tell us about opportunities and we can let you know when we see them.)**
- **Educate others in your city about the opportunity and how it can help your city achieve its objectives.**
- **Encourage your colleagues to join you in supporting the effort.**

Revenue Apportionment:

Revenue shared by county and cities in this proportion each year, if full .3% enacted, with current authority. Estimate based on 2011 revenue for that percentage, it is likely to be higher.

King County – 60% of revenues

Community health & human services	\$50.4 million
Criminal justice	\$25.2 million

Municipalities {& unincorporated King County}* 40% of revenues = \$50.4 million

Allocated on a per capita basis, Must also spend 1/3 on criminal justice

**{Italicized items in brackets are not included in current authorization and would require changes at the state legislature.}*

2009 Washington State Population Estimates

King County and its Cities, April 1, 2009

Jurisdiction	2009 Estimate		3/10
			54,000,000
Algona	2,760	0.18%	\$ 95,165.12
Auburn (K.C. portion)	60,820	3.86%	\$ 2,097,080.68
Beaux Arts	315	0.02%	\$ 10,861.24
Bellevue	120,600	7.70%	\$ 4,158,302.05
Black Diamond	4,180	0.27%	\$ 144,126.89
Bothell (K.C. portion)	17,260	1.10%	\$ 595,126.81
Burien	31,890	2.04%	\$ 1,099,570.91
Carnation	1,910	0.12%	\$ 65,857.02
Clyde Hill	2,815	0.18%	\$ 97,061.53
Covington	17,530	1.12%	\$ 604,436.44
Des Moines	29,270	1.87%	\$ 1,009,233.01
Duval	5,980	0.38%	\$ 206,191.10
Enumclaw	11,460	0.73%	\$ 395,142.13
Federal Way	88,580	5.66%	\$ 3,054,248.72
Hunts Point	465	0.03%	\$ 16,033.25
Issaquah	26,890	1.72%	\$ 927,170.33
Kenmore	20,450	1.31%	\$ 705,118.38
Kent	88,380	5.64%	\$ 3,047,352.69
Kirkland	49,010	3.13%	\$ 1,689,870.51
Lake Forest Park	12,820	0.82%	\$ 442,035.09
Maple Valley	20,840	1.33%	\$ 718,565.63
Medina	2,970	0.19%	\$ 102,405.95
Mercer Island	22,720	1.45%	\$ 783,388.25
Milton (K.C. portion)	830	0.05%	\$ 28,618.50
Newcastle	9,925	0.63%	\$ 342,215.16
Normandy Park	6,485	0.41%	\$ 223,603.56
North Bend	4,760	0.30%	\$ 164,125.35
Pacific (K.C. portion)	6,200	0.40%	\$ 213,776.72
Redmond	51,890	3.31%	\$ 1,789,173.24
Renton	83,650	5.34%	\$ 2,884,261.74
Sammamish	40,670	2.60%	\$ 1,402,306.34
SeaTac	25,730	1.64%	\$ 887,173.40
Seattle	602,000	38.44%	\$ 20,757,030.11
Shoreline	54,320	3.47%	\$ 1,872,959.93
Skykomish	210	0.01%	\$ 7,240.82
Snoqualmie	9,730	0.62%	\$ 335,491.53
Tukwila	18,170	1.16%	\$ 626,503.72
Woodinville	10,670	0.68%	\$ 367,902.84
Yarrow Point	965	0.06%	\$ 33,273.31
Cities Total:	1,566,120	100.00%	\$ 54,000,000.00

Uninc. King County: 343,180

County Portion

3/10ths

81,000,000 per year beginning in 2011



December 14, 2012

Governor Christine Gregoire
Office of the Governor
PO Box 40002
Olympia, WA 98504-0002

Dear Governor Gregoire:

Seattle, King County, and the Sound Cities Association have worked together to develop a solution to our shared transportation problems. We are writing today to encourage you and the Legislature to take action to help us all begin to solve our statewide transportation crisis by providing local funding options in the coming legislative session in order to preserve and maintain our portion of the State's transportation system and address the growing demand for transit services.

King County and its cities have reached consensus on a set of tools that will allow us to address transportation needs at the local level. We are engaging leaders from around the state who support a combination of local funding options in a dialogue about the attached proposal.

The proposal includes an eight cent gas tax increase, 65% of which would go to the state, an increase to \$40 of the councilmanic TBD authority, and a 1.5% local Motor Vehicle Excise Tax to be passed councilmanically or by a vote of the people. While King County's needs are great enough that we seek a 1.5% MVET to sustain transit service and help address the funding gap for roads and other local transportation needs, we anticipate that other counties may prefer for themselves something closer to 1%.

It is our firm belief that addressing local transportation needs is of critical importance to the economic health and long-term viability of the state's economy. Local jurisdictions play a pivotal role in our state's transportation portfolio. More than half of all trips in our state are less than three miles long and take place on city and county roads, buses, sidewalks, and trails. We strive daily to maintain aging streets, bridges and drainage systems, under tightly constrained budgets. At the same time, residents are asking us to improve transit services, safety, mobility, and choices within our transportation system while diminishing the adverse impacts of the system on our environment and human health.

Thank you for your consideration. We look forward to working with you toward the goals that we all share.

Sincerely,

Dow Constantine
King County Executive

Mike McGinn
Mayor, City of Seattle

Denis Law
Sound Cities Association, Board President
(formerly Suburban Cities Association)
Mayor, City of Renton

cc: Association of Washington Cities
Washington State Association of Counties



Mike McGinn, Seattle Mayor



SOUND CITIES ASSOCIATION

35 Cities. A Million People. One Voice.



King County

Dow Constantine, King County Executive

Sound Cities Association, King County and City of Seattle Transportation Funding Option Agreement DRAFT

Revenues from the following three local options will provide funding necessary to sustain transit service and address unmet transit and other critical local transportation needs.

State

- **8-cent increase in State Gas Tax**

- Distribution as follows

State	65%
Cities	18%
Counties	12%
TIB	4%
CRAB	1%

Regional

- **1.5% Local Option Motor Vehicle Excise Tax**

- Councilmanic authority for counties, with voter option, up to 1.5%
 - Generates approximately \$140 million in King County in 2014*
 - Replaces existing Congestion Reduction Charge in King County
 - Seek ability to collect monthly, similar to a utility bill
 - In King County, agreement to seek 1.5% MVET authority. This amount of revenues is necessary to sustain transit service and address the funding gap for other critical local transportation needs. For a 1.5% MVET, revenues would be allocated 60% to Transit, and 40% to cities and the county distributed by population for local transportation needs
 - Outside of King, distribution negotiated between county and cities
- *Source: DOL Vehicles transactions Data Warehouse, Sep 2012; renewals only, excludes commercial vehicles and trailers*

Local

- **\$40 Councilmanic Vehicle License Fee**

- Expand councilmanic authority for the Transportation Benefit District from \$20 to \$40
- Retain option for voter approval up to \$100

1.5% MVET – 40% Cities and County Local Transportation Needs Jurisdiction Share by Population

Jurisdiction	April 1st OFM 2012 Pop Estimate	% of Total	2014
Algona	3,070	0.16%	\$87,849
Auburn (part)	63,390	3.24%	\$1,813,919
Beaux Arts Village	300	0.02%	\$8,585
Bellevue	124,600	6.37%	\$3,565,457
Black Diamond	4,170	0.21%	\$119,325
Bothell (part)	17,280	0.88%	\$494,471
Burien	47,730	2.44%	\$1,365,805
Carnation	1,785	0.09%	\$51,078
Clyde Hill	2,980	0.15%	\$85,273
Covington	17,760	0.91%	\$508,206
Des Moines	29,700	1.52%	\$849,872
Duvall	6,900	0.35%	\$197,445
Enumclaw (part)	11,030	0.56%	\$315,626
Federal Way	89,460	4.57%	\$2,559,918
Hunts Point	390	0.02%	\$11,160
Issaquah	31,150	1.59%	\$891,364
Kenmore	21,020	1.07%	\$601,492
Kent	119,100	6.09%	\$3,408,074
King County	255,720	13.07%	\$7,317,486
Kirkland	81,480	4.16%	\$2,331,569
Lake Forest Park	12,640	0.65%	\$361,696
Maple Valley	23,340	1.19%	\$667,879
Medina	2,990	0.15%	\$85,560
Mercer Island	22,690	1.16%	\$649,280
Milton (part)	835	0.04%	\$23,894
Newcastle	10,460	0.53%	\$299,315
Normandy Park	6,350	0.32%	\$181,707
North Bend	5,855	0.30%	\$167,542
Pacific (part)	6,535	0.33%	\$187,001
Redmond	55,360	2.83%	\$1,584,139
Renton	93,910	4.80%	\$2,687,256
Sammamish	47,420	2.42%	\$1,356,934
SeaTac	27,210	1.39%	\$778,620
Seattle	616,500	31.50%	\$17,641,288
Shoreline	53,270	2.72%	\$1,524,333
Skykomish	200	0.01%	\$5,723
Snoqualmie	11,320	0.58%	\$323,924
Tukwila	19,080	0.97%	\$545,979
Woodinville	10,960	0.56%	\$313,623
Yarrow Point	1,060	0.05%	\$30,332
Totals	1,957,000	100.00%	\$56,000,000

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Publishing Agreement for Des Moines
City Currents and Rec'n Roll Brochure with
Philips Publishing

FOR AGENDA OF: January 10, 2013

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: January 4, 2013

ATTACHMENTS:

1. Publishing Agreement with Philips
Publishing
2. Worksheet showing Pro-Forma for no, low,
medium, and high revenue scenarios
3. Revenue analysis/Advertising rates

CLEARANCES:

- ☐ Legal _____
- ☐ Finance _____
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Planning, Building & Public Works _____
- ☐ Police _____
- ☐ Economic Development _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: _____

Purpose and recommendation

The purpose of this agenda item is to recommend to the City Council approval of an agreement to have Philips Publishing publish 'Des Moines City Currents' and the 'Rec'n Roll Brochure' for the City, finance by the sale of advertising.

Suggested Motion

"I move to approve the Publishing Agreement between Philips Publishing and the City of Des Moines for the publishing and mailing of 'Des Moines City Currents' and the 'Rec'n Roll' brochure, to include the sale of advertising, and to authorize the City Manager to sign the agreement substantially in the form as submitted."

Background

Since 1990, the City has self-published and mailed a newsletter called 'Des Moines City Currents' to all residents and businesses in the City to inform everyone of significant issues, activities, projects, and events in the City. In addition, since 1993, the City has self-published and mailed a recreation brochure that details all the recreation opportunities in being offered by the City. The City has covered the costs

associated with publishing and mailing these documents and has sold a small amount of advertising to help cover the cost. For example, the Pool District buys space in “City Currents” to inform the public of its programs.

Discussion

Recently, the City of Normandy Park contracted with Philips Publishing to publish and mail its newsletter called “City Scene”. Philips sold advertising that resulted in no cost to Normandy Park for the publishing and mailing of the newsletter. Philips is a Seattle-based company and has extensive experience in publishing trade and specialty magazines for a variety of organizations. The owner of the company, Peter Philips, lives in Normandy Park. Des Moines staff contacted Philips to discuss the possibility of Philips publishing ‘City Currents’ and ‘Rec’n Roll’, to include sale of advertising to cover all the cost of publishing and mailing. Staff then met with Philips to discuss their interest in publishing for the City, their process, and their estimate of advertising revenue, and decided to request a proposal for City consideration. The attached agreement is the result of several weeks of negotiations with Philips.

The main points of the agreement are:

1. The City retains control of all content that goes into both publications, including editorial content (i.e. stories, rec programs, etc.) and advertising.
2. If advertising revenue generated does not cover all the costs of publishing and mailing (including Philips costs), the City has the right to subsidize the costs or to not publish.
3. Both parties have the right to terminate the agreement with 90 days notice, except for the initial review after publication of the first edition of 2013, which allows either party to terminate within 30 days.
4. Any net revenue left after all costs are covered will be split evenly between the parties.
5. Des Moines based businesses, companies, non-profits, etc. will be given a 40% discount on all advertising rates.

Also attached for the Council’s information is a worksheet that provides a “pro-forma” financial analysis of four revenue scenarios, and an analysis of revenue potential for 32 page, 40 page, and 48 page publications, including the advertising rates.

Alternatives

The City Council can reject the agreement and have the City continue to self-publish both ‘Des Moines City Currents’ and ‘Rec’n Roll’. The City publishes both magazines at the same time, three times per year, at a per issue cost of \$11,000.

The City Council can also direct staff to conduct a competitive process for the services to be provided by Philips Publishing.

Financial Impact

Publishing both magazines three times per year, at \$11,000 per issue, costs the City \$33,000 per year. The 2013 budget was developed assuming a publishing agreement such as this; therefore only \$11,000 was included in the budget as a contingency to allow subsidizing of publication in the event that Philips cannot sell enough revenue or to allow the City to terminate the agreement in the event we are not satisfied with the results or the publishing process.

Recommendation

Administration and the Parks, Recreation, and Senior Services Department recommend that the City enter into the attached agreement with Philips Publishing for publishing and mailing of 'Des Moines City Currents' and 'Rec'n Roll'.

PUBLISHING AGREEMENT

This publishing agreement (the "Agreement") together with Exhibit "A" attached hereto is dated as of the ____ day of _____, 20____ ("Effective Date"), by and between Philips Publishing Group, a Washington corporation, having its registered office at 2201 West Commodore Way, Seattle, WA 98199 ("Philips"), and The City of Des Moines with offices at 21630 11th Ave. S., Des Moines, WA 98198. ("The City").

BACKGROUND

- (a) The City has a desire to better communicate its activities and business opportunities with residents of Des Moines, businesses seeking to engage residents and other interested parties.
- (b) Philips is engaged in the publishing of magazines and periodicals.
- (c) Philips and The City desire to create and publish a magazine to be distributed to residents of The City to educate them about city services, social and civic activities as well as business opportunities, cultural and educational programs offered by The City of Des Moines.
- (d) The revenue needed to produce the publication will be generated through the sale of advertising to businesses interested in reaching Des Moines residents and other visitors to The City as may be targeted by the magazine.

AGREEMENT

1. **PUBLICATION.** Beginning on the Effective Date, and for the period of five (5) years (which shall conclude with the Calendar Year 2017), Philips shall publish and deliver to The City and to the United States Postal Service (USPS) on behalf of The City a magazine (the "Magazine") for distribution to residents of The City of Des Moines, subject to the termination provisions of Section 10. of this agreement . The first edition of the magazine to be published during this period shall be the 2013 Spring Edition of Des Moines City Currents/Rec'n Roll Brochure. Philips shall publish three magazines per year concluding with the 2017 calendar year, or a greater or lesser number per year as may be deemed appropriate by The City, in consultation with Philips.
 - a) All expenses associated with the publication of the Magazine and revenue generated to cover publication and distribution shall be the responsibility of Philips, paid from an account held by Philips for the express and sole purpose of managing revenues and expenses of the Magazine.
 - i. Should advertising revenues not be sufficient to publish any particular issue, The City will have the option not to publish the issue or to subsidize publication, though expenses incurred in the preparation of the publication will be the responsibility of The City if it chooses to not publish.
 - ii. Philips shall keep The City apprised of advertising sales with a weekly report of ads sold.. The report shall be sent via email to the City Manager and Parks, Recreation, and Senior Services Director.
 - b) Philips will generate and manage all graphic and production components including lithography, printing, binding, shipping, and all administrative components associated with accounting, collection of receivables and all other functions directly related to the publishing of the Magazine.
 - c) The City will be responsible for the generation of all editorial content, including permissions and proofing.
 - d) The City will have final decision authority over all editorial content and advertising content of the Magazine, including, but not limited to, where in the Magazine any particular story, ad, information, etc. is placed.
2. **EDITIONS AND DISTRIBUTION.** Throughout the term of this Agreement, Philips shall publish the Magazine in accordance with Section 1 above (Publication) and shall deliver to the United States Post Office (USPS) on behalf of the city a sufficient quantity of copies for distribution to all mailing addresses within the city limits and/or other parties as determined by the City plus an additional 1,500-2,000 for the City to have on hand for promotional purposes, provided that revenues are sufficient to cover the costs associated with publication and distribution.
 - a. In consultation with Philips, The City shall determine a press run for the publication and report it to Philips at least 3 months prior to publication date, , with the delivery date of the first issue being on or around April 19, 2013. Each subsequent edition will be delivered pursuant to an editorial calendar to be developed collaboratively by both parties.

- b. Philips shall work with the City to ensure that the Magazine is distributed in as broad a fashion as possible to residents and potential visitors to Des Moines, pursuant to a distribution method to be determined by Philips in consultation with the City.
 - c. Philips shall provide an electronic version of the Magazine, in a form acceptable to The City, suitable for posting on the City's website or for other electronic, computer, or internet based applications.
- 3. ADVERTISING. Philips shall diligently solicit advertising for the Magazine in Des Moines, the Puget Sound region and other locations that Philips and the City may deem appropriate. The advertising rates shall be at the discretion of Philips, based on production costs for the Magazine, market rates for similar advertising, rates charged by competitive publications and projected advertising revenue; except Philips shall provide a discounted rate for any advertiser, business or non-profit, located in Des Moines. Advertising rates will likely be changed for future publications upon consultation with The City and based upon market conditions to accurately reflect value of the Magazine.
 - a. Advertising content will reflect acceptable standards for a family-oriented publication, and The City will have the right to reject any advertising that it believes does not meet this standard.
 - b. Philips shall at all times conduct its solicitation and sales activity, and Philips shall fulfill its agreements to advertisers, in an upright and scrupulous manner.
 - c. The City is solely responsible for the Magazine's editorial content and shall indemnify and hold Philips harmless from and against any and all claims related to that editorial content. Philips is not obligated to review The City's editorial content but shall have the right to reject any editorial content that violates any U.S. law or regulation or which is defamatory.
 - d. Philips is solely responsible for the production of the Magazine, but not creation of editorial content as noted in subsection c. of this section, and shall indemnify and hold The City harmless from and against any and all claims related to production.
 - e. "*Des Moines City Currents*" and "*Rec'n Roll*" and the right to use these names and the contents of each of the Magazines are the sole property of the City. The City grants Philips the right to use these names and contents to promote the City's interests.
- 4. EDITORIAL CONTROL The City shall solicit and manage the editorial content of the Magazine.
 - i. In the interest of quality, all editorial content provided by The City may be edited for clarity, grammar, and accuracy by Philips; however Philips shall provide any edits to The City for final review and approval prior to final printing and The City retains the right to reject edits suggested by Philips.
- 5. COMPLAINTS, RESOLUTION. Philips and The City agree that it is in the interest of all parties not to offend any reader in any way. All complaints regarding production of the Magazine shall be referred to and shall be personally handled by Mr. Peter Philips on behalf of Philips, and Philips shall be ultimately responsible for satisfactory resolution of any complaint by a reader or advertiser that results from Philips work, or that of a vendor or contractor engaged by Philips, in the production or sales of the Magazine.
- 6. MEETINGS. The City and Philips shall meet as needed to discuss the editorial content of the Magazine, Magazine advertising, distribution of the Magazine and other matters relating to the publishing of the Magazine, including the resolution of all reader and advertiser complaints. These meetings shall be held in Des Moines, WA, unless a mutually determined alternative is chosen.
- 7. DISTRIBUTION OF REVENUES.

- a. "Gross collected revenue" means all monies collected by Philips as a result of advertising sales for the Magazine. "Net revenues" are revenues after payment of all outside vendors, expenses of publication and distribution, commissioned sales representatives and taxes.
 - b. As and when revenue is received, the funds will be distributed as follows in order of priority:
 - i. Applicable state and federal taxes and fees, including any sales taxes that might be due.
 - ii. Design and production of media kit (approximately \$1,500 per year)
 - iii. 25% of gross revenue as advertising commission to advertising salesperson
 - iv. Layout and Design @ \$125 per page (approximately \$4,000 for a 32-page magazine)
 - v. 15% of gross sales related to administrative management.
 - vi. Miscellaneous costs required for production and management (digital conversion, internet and/or website hosting, office supplies, etc.)
 - vii. Actual costs associated with the use of outside vendors: Printer, Mailer, Editor and Images, subject to approval of the City.
 - viii. Balance of funds collected less the direct cost to collect delinquent accounts—"net revenues"—to be distributed equally as they are received to Philips and the City.
 - c. The City reserves the right to review all costs associated with the production of the Magazine including, but not limited to, Philips internal design and administrative costs and all costs associated with outside vendors and sales agents that Philips may employ in the production of the Magazine.
 - d. Philips shall provide to The City regular financial reports monthly, except as required in Section 1.A.ii. or as requested by The City, and shall make available to The City all financial information as it relates to the publication of the Magazine and other duties as may be contractually arranged between The City and Philips.
8. LIMITATION OF LIABILITY. For all claims and damages that may arise under this Agreement, whether due to a Party's breach or otherwise:
- a. The City's limit of liability shall be one year's net revenues.
 - b. Philips limit of liability shall be one year's net revenues.
- If the liability arises mid-year, the two preceding year's revenues shall be averaged to determine net or gross revenues.
9. LIMITATION OF WARRANTY. Except as explicitly stated, Philips provides no warranty expressed or implied. The City's acceptance of the proof copy of the magazine shall be acceptance for all purposes and the magazine shall then be delivered and accepted by The City "AS IS," save only subsequent production flaws.
10. TERMINATION. Except of the initial review and termination provisions of Section 11.c. of this Agreement, either The City or Philips may terminate this Agreement with ninety (90) days written notice to the other party,
11. RIGHT TO NEGOTIATE RENEWAL. The City and Philips agree that The City and Philips have an interest upon expiration of this Agreement, to explore whether this Agreement may be renegotiated and continued. The City will give Philips an opportunity to negotiate a new Agreement, upon the expiration of this agreement, as follows:
- a. To exercise its rights under this paragraph, Philips shall give The City notice, on or before July 1, 2016 of its desire to negotiate a successor agreement. The parties shall then negotiate for sixty (60) days to attempt to reach an agreement on continued publication of the magazine by Philips.

- b. If no agreement is reached at the end of sixty (60) days, The City shall be free to negotiate with other prospective publishers.
 - c. An initial review of this agreement will be conducted on or about June 15th of 2013 at which time either party may choose to terminate the agreement with 30 days written notice. Absent such notice, the agreement will continue in force pursuant to the terms set forth herein.
12. Notice. Any notice, request, statement or other matter which is required to be given pursuant to the terms of this Agreement shall be deemed to have been given if sent by any effective form of registered mail, return receipt requested, to the addresses listed on the first page of this Agreement. Such notice shall be deemed to have been received by the party to whom sent on the fifth (5th) business day after the date on which it shall have been so mailed.
13. Governing Law. This Agreement shall be deemed to have been made in, and shall be construed in accordance with, the laws of the United States and the state of Washington, excluding its choice of law principles. In addition, it is understood and agreed that if at any time, either party should make default in observance or performance of any of duties contained herein, injunctive relief shall be available to either party, subject to the laws of the state of Washington, in addition to any other right or remedy that may exist or apply. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence..
14. Assignability of Contract. Philips shall retain overall administrative control of all of its functions under this Agreement. Philips may subcontract portions of its work, utilize agents and outside sales representatives. Except as expressly provided herein, the rights of Philips under the terms of this contract may not be assigned, and the duties and obligations of Philips may not be transferred or delegated, or otherwise performed by any other parties, without the express written consent of The City. Such consent shall not be unreasonably withheld. For purposes of this paragraph, in addition to other forms of assignment and delegation, transfer of control of Philips or transfer of the majority of the shares of Philips or any permitted assignee or delegee, shall not constitute an assignment or delegation requiring The City's consent under this paragraph. However, any such assignee or delegee shall be required to assume, in writing, all obligations set forth in this Agreement.
15. Default; Cure Period. If the terms and conditions of this Agreement are not being fulfilled by any party hereto, written notice shall be provided to the defaulting party at their registered offices. The defaulting party shall have thirty (30) days to cure such default; if the defaulting party fails to cure the default in the time provided, the other party has the right to terminate this contract, and commence action for all remedies provided in this Agreement.
16. Successors. Subject to the provisions of Section 14 hereof, this Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns.
17. Entire Understanding. This Agreement, and its schedules, embodies the entire agreement between the parties with relation to the transactions described in it. There have not been and are no covenants, agreements, representations or warranties between the parties other than those set forth in this Agreement or for which provision has been made in this Agreement.
18. Waiver, Amendment and Extension. No waiver, amendment, extension or variation in the terms of this Agreement shall be valid against a party unless in writing and signed by that party and then only to the extent specifically set forth in writing. No representation made by any party to this Agreement shall be altered, withdrawn or supplemented except in writing signed by that party and signed by the party or parties to whom the representation is being made. No failure or delay on the part of any party in exercising any right, power or

privilege under this Agreement, nor any course of dealing between the parties will waive, amend or vary the terms of this Agreement.

PHILIPS PUBLISHING GROUP

By: _____
Peter Philips

Its: President

THE CITY OF DES MOINES

By: _____
Anthony A. Piasecki

Its: City Manager

Worksheet

Des Moines City Currents

24,000 copies

Mail Date

Pages

Advertising Sales
Ancillary Revenue

No Revenue	Low revenue	Medium revenue	High revenue
32	32	40	40
	\$ 19,800.00	\$ 40,400.00	\$ 46,200.00
Total Revenues	\$ -	\$ 19,800.00	\$ 40,400.00
			\$ 46,200.00
Cost of Sales			
Media kit	\$ 1,500.00	1500	\$ 1,500.00
Layout and Design			
@ \$125 per page	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00
Misc. Office Costs	\$ 300.00	\$ 300.00	\$ 300.00
Printing	\$ 8,637.21	\$ 11,123.09	\$ 12,539.23
Mailing	\$ 510.67	\$ 510.67	\$ 510.67
Postage (est.)	\$ 2,600.00	\$ 2,600.00	\$ 2,600.00
Editorial Costs	\$ -	\$ -	\$ -
Advertising Sales Commission @ 25%	\$ -	\$ 10,100.00	\$ 11,550.00
Administration @ 15% of sales revenue	\$ -	\$ 6,060.00	\$ 6,930.00
Total Expenses	\$ 15,747.88	\$ 25,467.88	\$ 37,193.76
Revenue After Expenses	\$ (15,747.88)	\$ (5,667.88)	\$ 5,270.10

Des Moines Currents 24,000 copies

Total Pages	Size/position	Rate*	Advertisers	Total	Advertising Pages	Editorial Pages
32	OBC	\$ 3,000.00		\$ -	0.00	
	IBC	\$ 2,700.00	1	\$ 2,700.00	1.00	
	IFC	\$ 2,700.00	1	\$ 2,700.00	5.00	
	1	\$ 1,800.00	2	\$ 3,600.00	2.00	
	0.5	\$ 1,200.00	4	\$ 4,800.00	2.00	
	0.33	\$ 800.00	2	\$ 1,600.00	0.66	
	0.1625	\$ 400.00	10	\$ 4,000.00	10.66	21.34
	Total		20	\$ 19,400.00		
40	OBC	\$ 3,000.00	0	\$ -		
	IBC	\$ 2,700.00	1	\$ 2,700.00	1.00	
	IFC	\$ 2,700.00	1	\$ 2,700.00	1.00	
	1	\$ 1,800.00	7	\$ 12,600.00	5.00	
	0.5	\$ 1,200.00	7	\$ 8,400.00	3.50	
	0.33	\$ 800.00	8	\$ 6,400.00	2.64	
	0.1625	\$ 400.00	19	\$ 7,600.00	3.09	
	Total		43	\$ 40,400.00	16.23	23.77
48	OBC	\$ 3,000.00	1	\$ 3,000.00		
	IBC	\$ 2,700.00	1	\$ 2,700.00	1.00	
	IFC	\$ 2,700.00	1	\$ 2,700.00	1.00	
	1	\$ 1,800.00	5	\$ 9,000.00	5.00	
	0.5	\$ 1,200.00	10	\$ 12,000.00	5.00	
	0.33	\$ 800.00	10	\$ 8,000.00	3.30	
	0.1625	\$ 400.00	22	\$ 8,800.00	3.58	
	Total		50	\$ 46,200.00	18.88	29.13

*Resident Business Rate
Non-Resident Businesses
add 40%

