

AGENDA

MAPLE VALLEY CITY COUNCIL REGULAR BUSINESS MEETING

Monday, May 23, 2011
7:00 p.m.

Tahoma School District Central Services Center
25720 Maple Valley-Black Diamond Road SE

1. CALL TO ORDER
FLAG SALUTE/ROLL CALL
2. PUBLIC COMMENTS

This is an opportunity for the public to address the Council on any subject which is not of a quasi-judicial nature or scheduled for a public hearing. Speakers are asked to come to the lectern at the front of the room to have their comments recorded. Speakers should state clearly their names and addresses for the record. Please limit comments to three minutes per person.

(a) Regarding Discussion Group for Public Art at Witte Road Roundabout.....
..... Maple Valley Creative Arts Council President Mary Jane Glaser
3. BOARD, COMMISSION, COMMITTEE REPORTS
4. APPROVAL OF THE AGENDA
5. CONSENT CALENDAR
 - (a) Minutes of City Council Regular Business Meeting April 11, 2011, Community Leaders Meeting May 2, 2011, Regular Business Meeting May 9, 2011 **1**
 - (b) Approval of voucher checks, wire transfers, electronic funds transfer, payroll and benefit checks numbered, 11547-11633, and direct deposits approved at the Audit Committee Meeting, on May 18, 2011 for a total amount of \$ 432,061.22 **19**
 - (c) Resolution No. R-11-810 Authorizing the City Manager to execute and Interlocal Agreement with the Cities of Covington and Black Diamond for joint Public Works Operation and Cooperative purchasing **23**
 - (d) Ordinance No. O-11-457 Amending MVMC 9.05.500 **51**
6. PUBLIC HEARING
7. CONTINUED BUSINESS
8. ORDINANCES, RESOLUTIONS, AND MOTIONS

9.	NEW BUSINESS	
	(a) 1st Quarter Financial Report & Budget Amendment.....	55
 Finance Director Tony McCarthy	
	(b) Update King County Community Development Block Grant.....	101
 Community Development Director Ty Peterson	
	(c) Resolution No. R-11-811 Authorizing the City Manager to execute a supplemental agreement with KBA Inc. for additional construction administration services on Project T-12 (Witte Road and SE 248 th Street intersection improvements)	131
 Capital Projects Manager Dan Mattson	
	(d) Interlocal Agreement with Department of Corrections (informational only) ..	137
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10.	CITY MANAGER’S REPORT	
	City Manager David Johnston	
	(a) City Hall Update	157
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11.	CITY COUNCIL REPORTS/FOR THE GOOD OF THE ORDER	
12.	PUBLIC COMMENT	
	This is an additional opportunity for the public to address the Council on any subject which is not of a quasi-judicial nature or scheduled for a public hearing. Speakers are asked to come to the lectern at the front of the room to have their comments recorded. Speakers should state clearly their names and addresses for the record. Please limit comments to three minutes per person.	
13.	ANNOUNCEMENT OF NEXT MEETING REGULAR STUDY SESSION Monday, June 6, 2011 7:00 p.m. Tahoma School District Central Services Center	
14.	EXECUTIVE SESSION	
15.	ADJOURNMENT	

**CITY OF MAPLE VALLEY, WASHINGTON
CITY COUNCIL
MINUTES OF REGULAR BUSINESS MEETING
APRIL 11, 2011**

Tahoma School District Central Services Center
25720 Maple Valley Black Diamond Road SE

1. CALL TO ORDER

Mayor Gerken called the meeting to order at 7:00 p.m.

FLAG SALUTE/ROLL CALL

Councilor Johnson led the Flag Salute.

Councilors present: Bill Allison, Layne Barnes, Linda Johnson, Dana Parnello, Erin Weaver, Deputy Mayor Victoria Laise Jonas, and Mayor Noel T. Gerken

City Attorney Christy Todd was present.

PROCLAMATION: Anthony Mullinax Day

2. PUBLIC COMMENTS:

Anthony Hemstad, 12614 SE 252nd Place, Kent, WA – Came to listen to Councilor Regan Dunn and address Council regarding the city’s budget and commend them on their fiscal responsibility.

Stefan Miller, 25709 212th Avenue SE, Maple Valley, WA – Supports Council’s action regarding the King County Hospital District. Calculated the distance between his home and Auburn Regional Medical Center and Valley Medical Center, which he found the distance to be longer to Valley Medical however he can get to Auburn Medical Center faster. He again stated that he supports Council’s action.

3. BOARD, COMMISSION, COMMITTEE REPORTS:

(a) King County Councilmember Regan Dunn “State of the County” address

He addressed Council regarding the budge concerns of King County. He stated that the Board is working to serve Maple Valley.

Councilor Johnson asked about the annexation of the Donut Hole. Councilor Dunn responded that all parties need to be agreeable to the density of the area. Councilor Dunn stated that these three party arrangements make it a bit more challenging however they want to work with the City.

Deputy Mayor Laise Jonas asked about using vacant county land for community gardens Councilor Dunn responded that he does not have knowledge of that project however asked for input.

Mayor Gerken stated Council is eager to work with the county to annex the Donut Hole. He also stated that Council is exploring the option of police services.

Councilor Barnes asked about the SR 169 corridor improvements. Councilor Dunn stated because it is a state highway the ability is limited however he has been able to get funding to improve intersections. Diesel Multi Unit line to Auburn, Councilor Dunn likes the plan, and stated that they are still working on how to purchase the BNSF line for the corridor.

4. APPROVAL OF THE AGENDA

MOTION to approve the agenda was made by Councilor Allison and seconded by Councilor Weaver. Motion carried 7-0.

5. CONSENT CALENDAR

- (a) **Minutes of City Council Study Session March 21, 2011**
- (b) **Approval of voided check 11091, voucher checks, wire transfers, electronic funds transfer, payroll and benefit checks numbered, 11240-11326, and direct deposits approved at the Audit Committee Meeting, on April 6, 2011 for a total amount of \$724,740.49**
- (c) **Ordinance O-11-455, amending Section 18.100.040.A of the Maple Valley Municipal Code**

MOTION to approve the Consent Calendar was made by Councilor Barnes and seconded by Councilor Weaver. Motion carried 7-0.

6. PUBLIC COMMENT:

- (a) **Resolution No. R-11-808, Requesting the Commissioners of Public Hospital District No. 1 of King County to adopt a Resolution to withdraw properties from annexation area**

The Public Comment opened at 7:26 p.m. and closed at 7:27 p.m.

Sue Van Ruff, 23614 230th Place SE, Maple Valley, WA – stated she was confused when she first read the Resolution and asked Council to clarify how this would affect the medical clinic at Lake Sawyer Village.

Emails were sent to Council by residents living in the annexation area, expressing support, prior to the meeting.

7. CONTINUED BUSINESS:

- (a) **Ordinance No. O-11-456 Amending Ordinance O-11-449 relating to Land Use and Zoning and establishing interim uses in the Business Park – Central Zoning District**

Community Development Director Ty Peterson stated that this action is brought back to Council based on their action and discussion at the March 28, 2011 City Council meeting.

MOTION to disregard and remove 1, 3, 4, 5, 6, and 7 Findings of Fact made by Deputy Mayor Laise Jonas and seconded by Councilor Allison. After extensive discussion Deputy Mayor Laise Jonas withdrew her motion to disregard and remove 1, 3, 4, 5, 6, and 7 with the understanding that staff researches these Findings of Fact, Councilor Allison as the second motion agreed to the withdrawal. Council concurred.

Deputy Mayor Laise Jonas addressed the Council with her concerns.

1. Deputy Mayor Laise Jonas asked for Community Development Peterson what the definition of “living wage jobs.” Director Peterson stated that there are no tools currently that show 90 living wage jobs for the BP Central, and that he is not aware of any formal surveys of the businesses to provide that information. The reporting back to the city is confidential and is performed by the Puget Sound Regional Council. He is not able to give a definition of living wage jobs because it is not a formal term adopted by code. Living wage is a subjective term. Deputy Mayor Laise Jonas stated that therefore based upon the fact that the jobs cannot be directly defined she would like this Finding of Fact struck from the Ordinance. Councilor Allison stated he is comfortable with the accepting the businesses statements that
 - Strike 90 and restate “there are a number of living wage jobs in the BP Central Zone”-Councilor Barnes/Councilor Weaver
 - Wage at which a family can live-Councilor Parnello
2. Deputy Mayor Laise Jonas stated she feels this is the only one that should remain as a Findings of Fact.
3. Mayor Gerken stated that the use of the word “relocate” is inappropriate as the Council is not asking any business to relocate. He would like it stricken completely. Deputy Mayor and Councilor Barnes agree to strike. Councilor Allison is agreeable to striking this statement; however he noted that it is expensive for businesses to relocate. Councilor Johnson stated that she is surprised by the action Council is discussing because she stated that Council directed staff to write these Findings of Fact after the Public Hearing.

Councilor Johnson offered a friendly Amendment to place this entire Ordinance action on suspension until Council can get further information and document these findings. Councilor Johnson’s Amendment failed for lack of support by the maker Deputy Mayor Laise Jonas. She was advised by Deputy Mayor Laise to bring her Amendment back after the discussion.

Councilor Weaver stated that since this item was made during the Public Hearing and should be left in. Mayor Gerken advised that he does not feel this is a fact. Mayor Gerken asked City Attorney Todd for direction on Findings of fact and determining what a fact versus opinion and what any possible limits are. City Attorney Todd responded advising Council that they have quite a bit of discretion as long as what came in to the record is the basis for the Finding of fact. She continued on to state that staff was not asked to research any purported facts submitted to the record. The motion made on March 28, 2011 was based upon Public testimony.

4. Deputy Mayor Laise Jonas states that she does not support this statement and gave the example of if a business is already non-conforming and wants to expand. Councilor Allison stated that he supported. Councilor Weaver stated she is concerned with this item and 7; she stated that they seem to reiterate each other and recommended deleting them. Councilor Johnson stated would like to leave all of these items in the Ordinance as they were brought forth in a Public Hearing.
5. Deputy Mayor Laise Jonas stated that she does not see that this item can be confirmed and wants staff to research these items. Councilor Allison stated that the word “possible” should be removed. Councilor Barnes stated the word “possible” should be removed, however he wants it noted that these items were brought out at the Public Hearing in public testimony on March 28, 2011. Councilor Parnello stated that removing the word possible makes the statement a fact, with no other supporting information. Councilor Allison stated again that these items were brought forward during the Public Hearing.
6. Deputy Mayor Laise Jonas stated that she feels the city has a good working relationship with the businesses and states that everyone will not always agree. She stated that although she appreciates the speakers at the Public Hearing on March 28th however their testimony does not make it a fact. Councilor Allison responded that when businesses relocate to Maple Valley, they will ask existing business owners to determine the atmosphere. Mayor Gerken asked Director Peterson if the city has adopted some sort of position for existing businesses. Director Peterson stated he has not researched this not does he know if a policy exists. Councilor Johnson stated that she supports Councilor Allison and stated that Maple Valley is seen as business unfriendly based upon this Council’s action. Councilor Barnes stated that this finding is not stating that the city is unfriendly, just that if the city is not friendly it will affect the business community.
7. Redundant to number 4. Council concurred with this being redundant to number 4.

Councilor Barnes addressed the comments made by Deputy Mayor Laise Jonas. He stated that if staff had been given the time to research these items they would have been able to answer the concerns stated. Councilor Weaver stated these statements are based upon the Public Hearing and asked Council how much staff time should be spent researching the statements. She continued on to state that she feels that Council is close and should work on this tonight.

Councilor Barnes and Councilor Johnson agreed to take action on this item tonight. Councilor Parnello stated that this does not seem like good legislation and feels that it would be beneficial to have staff research these items in order to get to a place of agreement amongst the Council. Deputy Mayor Laise Jonas stated that there is no reason to rush and feels that the Finding of fact should be as accurate as possible. She further stated that although the testimony of the speakers during the Public Hearing was valid she questions whether it was factual. She wants the language needs to be cleaned up and staff should take the time they need to research these Findings. Councilor Allison stated he is in favor of discussing these Findings tonight in order to actually take action.

MOTION made by Councilor Barnes to move forward and make amendments to the Ordinance tonight, seconded by Councilor Allison. Motion carried 5-2. The dissenting votes are Mayor Gerken and Deputy Mayor Laise Jonas.

1. **There are approximately 90 living wage jobs within the BP Central Zone.**

MOTION made by Councilor Barnes seconded by Councilor Allison to amend the language in number 1 to read “there are living wage jobs within the BP Central Zone,” Motion carried 7-0.

1. **There are living wage jobs within the BP Central Zone (Amended verbiage)**

There was Council consensus not to change number 2

2. **The existing businesses within the BP Central Zone provide essential services to citizens and businesses.**
3. **It is costly to existing businesses located within the BP Central Zone to relocate to other zoning districts within Maple Valley.**

MOTION made by Councilor Barnes to keep the language as is with Councilor Weaver’s modification, Councilor Johnson seconded. Councilor Weaver withdrew her amendment, and Councilor Johnson then withdrew her second so that Councilor Weaver could reword her amendment. Therefore there was no second. Motion died for lack of a second.

MOTION made by Councilor Weaver to amend #3 to read “ it is costly to existing non-conforming businesses located with the BP Central Zone to relocate to other zoning districts within Maple Valley” seconded by Councilor Johnson. Councilor Allison offered a friendly amendment to read “it is costly to existing non-conforming uses wishing to expand within the BP Central Zone to relocate to other zoning districts with Maple Valley.” Councilor Weaver and Councilor Johnson agreed to the amendment. Motion carried, 5-2. The dissenting votes were Mayor Gerken and Deputy Mayor Laise Jonas.

Director Peterson recommended “it is costly to existing non-conforming uses wishing to expand with the BP Central Zoning.” City Attorney Todd referred Council to Section 5 page 32 of the packet for clarification to ensure Council is consistent with the Findings of Fact and the Ordinance they adopted on March 28, 2011.

3. **It is costly to existing non-conforming uses wishing to expand within the BP Central Zone to relocate to other zoning districts within Maple Valley. (Amended verbiage)**
4. **Not allowing existing business to expand stands squarely against the City’s intention regarding economic development. (REMOVED)**

Mayor Gerken asked Council to consider number 4 and 7 since they are seemingly redundant. There was Council concurrence.

Councilor Barnes stated that these statements were directly read by speakers within the Public Hearing. Mayor Gerken would like to remind Council that they are trying to agree to the accuracy of these statements. Deputy Mayor Laise Jonas restated that she wants staff to search City documents for this verbiage. Councilor Parnello stated that number 4 and 7 are flawed. Councilor Weaver stated that number 4 and 7 should be removed.

MOTION to delete number 4 and 7 made by Councilor Weaver and seconded by Councilor Parnello. Councilor Barnes stated that he does not agree with the removal as there was something read by members speaking at the Public Hearing. City Manager David Johnston read aloud the statement from the 2011 budget, which outlines a goal for the new Economic Development Committee. Motion carried, 6-1. The dissenting vote was Councilor Barnes.

5. There is a possible cost impact to the businesses operating outside the BP Zone Central Zone in regards to doing business with the businesses within the BP Central Zone. (REMOVED)

MOTION to keep the wording the same made by Councilor Barnes and was seconded by Councilor Johnson. Motion fails 2-5. Dissenting votes were Councilors Johnson, Parnello, Weaver, Deputy Mayor Laise Jonas and Mayor Gerken.

Deputy Mayor stated that she cannot see how this could be factually based. Councilor Parnello was trying to offer a friendly amendment. Councilor Johnson stated that the business owner from Ravensdale stated that he would have to travel further which would cost him more to do businesses if the businesses are not located within Maple Valley. She supports leaving “possible” in the Finding of fact. Councilor Weaver suggested using the language from number 3. City Manager Johnston stated as a clarifying statement. City Attorney Todd reminded Council that none of the interim regulations legislation taken thus far forces any business to relocate.

MOTION made by Councilor Weaver to strike number 5 and was seconded by Councilor Parnello. Motion carried, 4-3. The dissenting votes were Councilor Allison, Barnes, and Johnson.

Councilor Parnello stated he seconded this motion in an effort to amend the Ordinance and not send the wrong message. Councilor Barnes stated that he feel the testimony were clear that there would be a cost impact. Councilor Johnson said she feels the verbiage could be adjusted to adequately reflect the testimony given. She also stated that removing them changes the overall body of the testimony. Mayor Gerken stated that he feels there is a difference between adopting Findings of Fact versus opinions given as facts.

6. The City’s has taken a position on needing our existing business’ assistance in order to attract new businesses; if the City is not friendly to existing business it will not attract new business.

Councilor Weaver stated that she feels this should read, “The city recognizes that future economic vitality will be achieved by a successful balance between existing and new businesses.”

MOTION made by Councilor Barnes to keep number 6 as is seconded by Councilor Johnson. Councilor Parnello stated that he was who brought this idea forward however it is not what he intended. Motion fails 3-4. The dissenting votes were Councilor Weaver, Parnello, Deputy Mayor Laise Jonas, and Mayor Gerken.

MOTION to amend number 6 to read, “the City recognizes that future economic vitality will be achieved by a successful balance between existing and new businesses” made by Councilor Weaver and seconded by Councilor Allison. Motion carried, 7-0.

6. The City recognizes that future economic vitality will be achieved by a successful balance between existing and new businesses. (Amended verbiage)

7. Not allowing businesses within the BP Central Zone to expand stands squarely against the City’s intention for economic development as stated in the 2011 budget. (REMOVED)

MOTION made to approve Ordinance O-11-456 with the Amended Findings of Fact as discussed tonight made by Councilor Barnes and seconded by Councilor Parnello. Motion carried, 5-2. The dissenting votes were Deputy Mayor Laise Jonas and Mayor Gerken.

Deputy Mayor Laise Jonas stated she will not support this Ordinance and feels that adopting these Findings of Fact without proper research is a dereliction of the Council’s duties.

MOTION to extend the meeting at 9:26 p.m. made by Councilor Johnson seconded by Councilor Weaver. Motion carried, 7-0.

8. ORDINANCES, RESOLUTIONS, AND MOTIONS

(a) Resolution No. R-11-808, Requesting the Commissioners of Public Hospital District No. 1 of King County to adopt a Resolution to withdraw properties from annexation area

Councilor Johnson would like to insert the word “residential” before properties in the title of the Ordinance in order to clarify the intent that they want the Hospital District boundaries to match the City boundaries and not to give the impression that the City would want the medical center to relocate out of Maple Valley.

MOTION was made to approve Resolution No. R-11-808 by Councilor Barnes and seconded by Councilor Weaver. Motion carried 7-0.

9. NEW BUSINESS:

(a) Authorize the City Manager to hire for the Computer Support Specialist position, with a salary above his hiring authority

Deputy Mayor Laise Jonas asked City Manager Johnston why Council is not convening in to Executive Session to discuss. City Attorney Todd explained that state statutes allow for Council to convene into Executive Session, however it is not required. City Attorney Todd read aloud the RCW citation

MOTION was made to authorize the City Manager Johnston to hire for the Computer Support Specialist position, with a salary above his hiring authority by Councilor Weaver and seconded by Councilor Johnson. Motion carried 7-0.

10. CITY MANAGER’S REPORT

(a) City Hall Update

City Manager David Johnston reported as follows:

- i. An Interlocal Agreement with the City of Burien for the Police Services study to be coming to Council for action within the next few weeks, with options such as stay with King County, move forward alone, or work with neighboring communities
- ii. Parks and Recreation Commission and Economic Development Committee recruitments have been extended to Wednesday
- iii. Working with Hebert for local and regional talents for committees.

(b) Process 2 and 3 Projects Report

- i. Arbors at Rock Creek-awaiting a response from comments made, still in a review process
- ii. Fred Meyer project-closer to completion of permit process-Council asked for a public outreach message for the tree clearing of the lot for this project

11. CITY COUNCIL REPORTS/FOR THE GOOD OF THE ORDER

(a) Council email policy and considerations under the Open Public Meetings Act, Public Records Act, and Archivist Records Retention guidelines

This item is postponed to a future Council meeting.

Councilor Barnes:

- Graduated from CERT training
- Remind Lake Wilderness Park will have a cleanup of the park

Mayor Gerken:

- Maplewood HOA meeting
- Regional Transportation participation award

12. PUBLIC COMMENT:

Leslie Westover, 23765 SE 264th Street, Maple Valley, WA, discussed the businesses information given at the Public Hearing with regards to the Findings of fact. She expressed concern that Council felt the information she and other businesses presented may not have been accurate.

13. ANNOUNCEMENT OF NEXT MEETING

REGULAR STUDY SESSION
Monday, April 18, 2011 7:00 p.m.
Tahoma School District Central Services Center

14. EXECUTIVE SESSION

- (a)** Executive session to discuss the performance of a public employee pursuant to RCW 42.30.110(1)(g)

City Council did not convene into Executive Session.

15. ADJOURNMENT

The meeting was adjourned at 10:19 p.m.

Shaunna Lee-Rice, City Clerk

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PRELIMINARY

CITY OF MAPLE VALLEY, WASHINGTON SUMMARY RECORD OF COMMUNITY LEADERS MEETING MAY 2, 2011 LAKE WILDERNESS LODGE 22500 SE 248th STREET

1. Welcome and Introduction

Dawn Wakeley and Nancy Skerritt from the Tahoma School District facilitated this meeting. The meeting began at 6:37 p.m. Dawn Wakeley started the meeting with a PowerPoint, which will be part of the record and provided the name, organization, and connection to the idea of a healthy community.

Attendees:

Jim Flynn, Syd Dawson, Didem Pierson, Tami Henkel, Ken Baxter, Brad Dorflinger, Noel T. Gerken, William Stoeck, Linda Johnson, Camille Walls, Bryan Kelly, Sue Van Ruff, Lucia Pearson, Erin Weaver, Michelle Bennett, Sean Kelly, Kevin Patterson, Catherine Lord, John Moore, Bruce Zaharadnik, Dana Parnello, Erin Sipila, Dave Oathout, David Johnston, Danny Shin, Doug Corbin, Karen Crowe, Victoria Laise Jonas, Lila Henderson, Lynn Roberts, Mary Jane Glaser, Sharon Kaspar, Shelley Emmons, Tom Sutton, Brian Kelley, and Larry Baumgardt

The following individuals shared a special experience and their tie to the community:

- Maple Valley-Black Diamond Chamber of Commerce Board of Directors, Executive Director Sue Van Ruff
- Maple Valley Police Department, Police Chief Michelle Bennett
- Councilor Erin Weaver

2. Breakout sessions - small table discussions

- a. **Sharing of issues/opportunities facing each group** – each group discussed their ideas
- b. **Improving communications between groups**

3. Closing - Where do we go from here? Facilitators Dawn Wakeley and Nancy Skerritt thanked everyone for their participation and stated that the next steps will be announced.

Mayor Gerken adjourned the meeting at 8:00 p.m., and he thanked all the participants for their contributions.

Shaunna Lee-Rice, City Clerk

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PRELIMINARY

**CITY OF MAPLE VALLEY, WASHINGTON
CITY COUNCIL
MINUTES OF REGULAR BUSINESS MEETING
MAY 9, 2011**

Tahoma School District Central Services Center
25720 Maple Valley Black Diamond Road SE

1. CALL TO ORDER

Mayor Gerken called the meeting to order at 7:00 p.m.

FLAG SALUTE/ROLL CALL

Councilor Parnello led the Flag Salute.

Councilors present: Bill Allison, Layne Barnes, Linda Johnson, Dana Parnello, Erin Weaver, Deputy Mayor Victoria Laise Jonas, and Mayor Noel T. Gerken

City Attorney Christy Todd was present.

PROCLAMATION: A proclamation was read honoring Citizen Emergency Response Team (CERT) Battalion Chiefs Paul Bokor and Kathy Wooley.

2. PUBLIC COMMENTS:

Don Frye, 12803 SE 231st Way Kent, WA, of Allied Waste Services/Republic Services, discussed the last merger that occurred in 2008. During that merger the company was able to retired debt and realigned itself. They have a commitment to customer service and the environment. They have approximately 40 compressed natural gas vehicles. The new management also strongly supports communities and employees. Mr. Frye also gave an update on the new educational outreach program including website updates and services updates. He is the Municipal Resource Management contact, and he is here at the meeting to introduce himself.

Sue Van Ruff, 23614 230th Place SE, Maple Valley, WA, on behalf of the Chamber, thanked Council for their support and hard work for the Fishing Derby. All Council played a role in the success of the event.

Patti Davis, 20462 208th Avenue, Renton, WA on behalf of the Maple Valley Arboretum, said that they just completed their 41st Spring Plant sale. They grossed \$19,500 proceeds from the sale and, with the City financial support, it funds their activities. They appreciate the City's consistent support and are very happy with the round-about. Ms. Davis said that Monrovia is sending two specimen size Peony plants, with a value of \$300 to the Arboretum. She announced the Western Azalea Celebration will be held mid to end of June, 2011. There will also be plant sales every Saturday through the summer.

TJ Martinel, 14427 SE 10th Place, Bellevue, WA, said that wanted to introduce himself. He is the new reporter assigned to Maple Valley for the *Maple Valley Reporter*.

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3. BOARD, COMMISSION, COMMITTEE REPORTS: None

4. APPROVAL OF THE AGENDA

MOTION to approve the agenda was made by Councilor Parnello and seconded by Councilor Barnes. The April 11, 2011 minutes and 14 (b) Executive Session were pulled from the agenda. Motion carried 7-0.

5. CONSENT CALENDAR

- (a) Minutes of City Council Regular Meeting April 11, 2011, Study Session April 18, 2011, and Regular Meeting April 25, 2011.**
- (b) Approval of voided checks, 11428-11436, voucher checks, wire transfers, electronic funds transfer, payroll and benefit checks numbered, 11425-11546, and direct deposits approved at the Audit Committee Meeting, on May 4, 2011 for a total amount of \$ 747,788.19.**

MOTION to approve the Consent Calendar by Councilor Barnes seconded by Councilor Parnello, with removing the April 11, 2011 Council minutes as acted upon in item 4 Approval of the Agenda. Motion carried 7-0.

6. PUBLIC HEARINGS: None

7. CONTINUED BUSINESS: None

8. ORDINANCES, RESOLUTIONS, AND MOTIONS: None

9. NEW BUSINESS:

- (a) Parks and Recreation Commission appointments**

Parks and Recreation Director Greg Brown addressed Council regarding the Parks and Recreation Commission appointments. Mayor Gerken said that all applicants were exceptional candidates, and include active bicyclists and trail users. Deputy Mayor Laise Jonas added that all of the applicants were passionate.

MOTION made by Deputy Mayor Laise Jonas, seconded by Councilor Barnes, to appoint Aaron Bubnick, Sherie Credle, Sean Kelly, Eric Larson, Dave Sanderson, Chris Tallman, and Pat Weiler as voting members and Sarah Gilbert-Newell as a non-voting/Alternate member of the Parks and Recreation Commission. Motion carried 7-0.

10. CITY MANAGER'S REPORT

- (a) City Hall Update**

City Manager David Johnston reported as follows:

- Continues to promote the progress of the roundabout project
- Library Guild book sale Thursday through Saturday, May 12th -15th, 2011 at the Maple Valley Library
- Promoted the Arboretum and its projects

- (b) Process 2 and 3 Projects Report**

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11. CITY COUNCIL REPORTS/FOR THE GOOD OF THE ORDER

(a) Golden Maple Leaf Nominations

Council was asked to make their recommendation to Mayor Gerken so that he can make his decision.

(b) Council email policy

This item is moved to May 16, 2011 for further discussion.

Councilor Barnes reported on the SCA PIC action items for the next meeting. He said that he supports them and asked Council for their support. Mayor Gerken stated that item B is concerning to him because it is contrary to the Task Force's recommendation to PIC. There was Council consensus to have Councilor Barnes represent the City's support during the next PIC meeting.

Mayor Gerken had the following question and reported the following items:

- In response to Mayor Gerken's question regarding the Lake Wilderness "Meadow" used for overflow parking and the damage caused by vehicles parking there, Parks & Recreation Director Greg Brown responded that, although the area was closed for Maple Valley Days last year, Parks staff opened a small portion of the area for parking. Director Brown stated that during the wrap-up meeting on Thursday, staff will discuss the damage. He said that this was a casualty of this year's event and noted that there is a parking shortage throughout the Park. Director Brown reported that they do have a restoration plan; however, they have to wait until the area dries out to move equipment in to restore the area. There have been extensive discussions regarding the challenges with the fields at Lake Wilderness Park.
- Mayor Gerken, City Manager David Johnston, and Community Development Director Ty Peterson met with Fred Jarrett, Lauren Smith, and Deshon Quinn from the King County Executive's Office regarding Summit Place to discuss rezoning of the area to focus on more jobs related uses. The staff from King County will get back to the City with responses. He will keep Council apprised of activity and feels it was a productive meeting.
- Asked Council for a volunteer to attend the Puget Sound Regional Council meeting on May 26th on his behalf. Councilor Barnes, Councilor Weaver, or Councilor Johnson will attend for Mayor Gerken.
- Asked Council if they would like to order Council jackets for public appearances through Tannley DeVincent in the Parks Department. There was Council discussion regarding the City purchasing these jackets. There was Council consensus that if Council wants to purchase their own they can do so through Tannley DeVincent.

12. PUBLIC COMMENT:

Tom Sutton, 17812 SE 245th Street, Maple Valley, on behalf of the Greater Maple Valley Community Center, advised that they are preparing for a new sign advertising The Den, Historical Society, and the Community Center, and the sign should have lights within two weeks. He also stated that they are working with the Boy Scouts for possible Eagle Scouts projects to meet the landscaping needs of the Community Center. He also commended the

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contractor for the round-about work. Mr. Sutton announced that the Community Center/Rotary Club Golf Tournament is June 3, 2011 at 1:00 p.m.

13. ANNOUNCEMENT OF NEXT MEETING

SPECIAL MEETING

Monday, May 16, 2011 7:00 p.m.

Tahoma School District Central Services Center

14. EXECUTIVE SESSION

- (a) Executive session to discuss with legal counsel potential litigation pursuant to RCW 42.30.110(1)(i). Final action possible following executive session.**

Council convened into Executive Session to discuss this item at 8:05 p.m. for 30 minutes. City Manager David Johnston announced at 8:38 p.m. that Council would be another 15 minutes. City Manager Johnston announced at 8:59 Council would be another 10 minutes. City Manager Johnston announced at 9:11 p.m. Council would be another 5 minutes. Council reconvened to open session at 9:20 p.m.

- (b) Executive session to discuss the performance of a public employee pursuant to RCW 42.30.110(1)(g)**

Council voted in item 4 to remove this item from the agenda and move it to Monday, May 16, 2011 for discussion. The item was not discussed.

15. POSSIBLE FINAL ACTION FROM EXECUTIVE SESSION ITEM 14(a)

MOTION to approve the Resolution No. R-11-809 by Councilor Parnello seconded by Councilor Barnes. Motion carried 7-0.

City Attorney Christy Todd advised that Council took action on February 14, 2011 to repeal Resolution R-05-427, known as the Four Corners Special Assessment District. It was adopted in late 2005. City Attorney Todd stated it was repealed because it was discovered by staff and confirmed by Special Council Dale Kammerer, provided to the City by the City's insurer WCIA. Resolution R-05-427 was found to be legally deficient because under State Law and statutory law as interpreted by case law would have required the City to first adopt an Ordinance to form a valid Latecomer Agreement in 2005. The failure of the City to do this meant that, from its inception, the resolution was deficient. When the resolution was approved in 2005, the City lien properties within the Four Corners area, and several property owners paid based on the special assessment. With the repeal of this Resolution R-05-427 in February 2011, all money and interest was refunded to Kite Realty. A small percentage went to SBI, however, there was a separate agreement with SBI Developing. City Attorney Todd advised that at this time the Council is taking action to pursue a legal malpractice claim against Bruce Disend personally and the Law Firm of Kenyon Disend for the malpractice that was allegedly committed by Bruce Disend while acting as the City Attorney under contract in 2005 and in 2003, when an Ordinance was adopted and was deficient and upon which Resolution R-05-427 was based.

MOTION made by Councilor Allison and seconded by Deputy Mayor Laise Jonas that the Law Office of Robert B. Gould be authorized to commence a legal malpractice lawsuit against attorney Bruce Disend, Jane Doe Disend, and the Law Firm Kenyon Disend to pursue damages flowing from the Four Corners Special Assessment District, Resolution No. R-05-427, which

PRELIMINARY

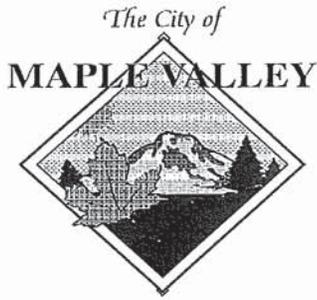
was repealed February 14, 2011. Bruce Disend, and the Law Firm Kenyon Disend, was representing the City at the time resolution R-05-427 was adopted. Resolution R-05-427 was determined by legal counsel to be legally deficient and resulted in monetary damages to the City. Motion carried 7-0.

16. ADJOURNMENT

The meeting was adjourned at 9:25 p.m.

Shaunna Lee-Rice, City Clerk

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May 18, 2011

To: Mayor Gerken and City Councilors

From: Tony McCarthy

Subject: Recommendation of Approval of Expenditures

Background

On May 18, 2011 the Council Audit Committee met and reviewed the following expenditures:

		TYPE	CHECK #			
Vouchers	5/24/2011	Checks	11547, 11558 11563 - 11633	Accounts Payable		\$ 193,898.78
		Wires				\$ -
		Electronic Funds Transfer	900083, 900084			108,694.85
		Voided Check(s)				-
				Total Vouchers		\$ 302,593.63
Payroll	5/20/2011	Direct Deposit		Gross Pay	City Share	\$ 81,571.73
		Payroll Checks	11548 - 11557	3,484.37		3,484.37
		Benefit Checks	11559 - 11562	1,961.03	1,471.48	3,432.51
		Benefit Wire		27,664.53	13,314.45	40,978.98
				\$ 114,681.66	\$ 14,785.93	
		Voided Check(s)				
				Total Payroll		\$ 129,467.59
				Total Expenditures Approved		\$ 432,061.22

On this 18th day of May, 2011, I, the undersigned City Councilor, on behalf of the Audit Committee recommend the approval of the expenditures summarized above in the amount of: **\$ 432,061.22**

Options

1. Recommend approval of expenditures.
2. Pull items for further review.

Recommendation

Staff recommends Option No. 1.

Attachment

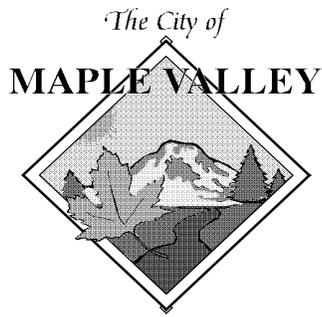
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Register

Check Periods: 2011 - May - First Cycle
 Deposit Periods: 2011 - May

Number	Name	Print Date	Clearing Date	Amount
Bank of America-WA				
Check				
<u>11547</u>	Robert, Vargas	5/17/2011		\$1,324.50
<u>11558</u>	King County Parks and Recreation	5/17/2011		\$45.00
<u>11563</u>	ADT Security Services	5/24/2011		\$201.82
<u>11564</u>	AMEC Earth & Environmental, Inc.	5/24/2011		\$3,652.76
<u>11565</u>	Apple Time, Inc.	5/24/2011		\$86.39
<u>11566</u>	Aramark	5/24/2011		\$587.08
<u>11567</u>	AWC	5/24/2011		\$300.00
<u>11568</u>	Bradley & Guzzetta, LLC	5/24/2011		\$8,325.00
<u>11569</u>	Builders Exchange of Washington, Inc.	5/24/2011		\$47.50
<u>11570</u>	Ideker, David	5/24/2011		\$100.00
<u>11571</u>	CIT Technology Financing Services	5/24/2011		\$1,419.62
<u>11572</u>	City of Enumclaw	5/24/2011		\$3,660.00
<u>11573</u>	City of Maple Valley	5/24/2011		\$50.79
<u>11574</u>	Coastwide Laboratories	5/24/2011		\$41.06
<u>11575</u>	Covington Water District	5/24/2011		\$198.33
<u>11576</u>	CSK Automotive, Inc. dba O'Reily Auto Parts	5/24/2011		\$27.47
<u>11577</u>	Daley Morrow Poblete, Inc.	5/24/2011		\$5,515.00
<u>11578</u>	Dell Marketing, LP C/o Dell USA LP	5/24/2011		\$877.49
<u>11579</u>	Dubail Consulting	5/24/2011		\$2,500.00
<u>11580</u>	Duo "CeCe" Gao Hier	5/24/2011		\$946.40
<u>11581</u>	Devincent, Tannley A	5/24/2011		\$33.99
<u>11582</u>	Dodge, Traci P	5/24/2011		\$11.42
<u>11583</u>	Ellison, Cerena L	5/24/2011		\$21.93
<u>11584</u>	Johnston, David W	5/24/2011		\$10.00
<u>11585</u>	Pistoll, Diana C	5/24/2011		\$27.08
<u>11586</u>	Ratcliffe, Mark G	5/24/2011		\$17.39
<u>11587</u>	Family Van Ruff, Inc	5/24/2011		\$5,000.00
<u>11588</u>	GE Capital	5/24/2011		\$96.65
<u>11589</u>	Hagen Plaza, LLC C/o Wallace Properties, Inc	5/24/2011		\$1,460.93
<u>11590</u>	HSBC Retail Credit (USA), Inc.	5/24/2011		\$30.55
<u>11591</u>	James Oil Company, Inc.	5/24/2011		\$1,099.32
<u>11592</u>	Java! Java! Coffee Company, Inc.	5/24/2011		\$100.50
<u>11593</u>	King County Fleet Administrative Division	5/24/2011		\$570.25
<u>11594</u>	KPG	5/24/2011		\$38,067.00
<u>11595</u>	Lake Sawyer Hawks	5/24/2011		\$377.91

Number	Name	Print Date	Clearing Date	Amount
11596	Law Offices of Robert B Gould	5/24/2011		\$5,000.00
11597	Lazor Consulting & IT Services, LLC	5/24/2011		\$4,717.50
11598	Harmon, Stephanie & Minter, Brian	5/24/2011		\$398.00
11599	Keithly, Heather	5/24/2011		\$400.00
11600	Lake Sawyer Christian Church	5/24/2011		\$400.00
11601	Magistad, Carol	5/24/2011		\$400.00
11602	Seward, Jan & George	5/24/2011		\$400.00
11603	Smith, Jessica & Krupa, Sandy	5/24/2011		\$750.00
11604	Tahoma La Crosse Club	5/24/2011		\$400.00
11605	Manley Services, Inc.	5/24/2011		\$65.00
11606	Maple Valley Design (Signs)	5/24/2011		\$131.40
11607	Maple Valley Fire & Life Safety	5/24/2011		\$2,880.00
11608	Maple Valley Plaza, LLC	5/24/2011		\$25,907.91
11609	National Business Incubation Association	5/24/2011		\$525.00
11610	Neopost, Inc.	5/24/2011		\$184.62
11611	Office Depot, Inc. Customer 38616520	5/24/2011		\$274.55
11612	One.7, Inc	5/24/2011		\$2,172.00
11613	Pacific Martial Arts Academy, LLC	5/24/2011		\$3,241.70
11614	Palmer Coking Coal Company	5/24/2011		\$85.49
11615	PGC Interbay, LLC (Reimbursement)	5/24/2011		\$38,704.02
11616	Platt	5/24/2011		\$27.59
11617	Polygon Paymaster, LLC	5/24/2011		\$300.00
11618	Preferred Copier Systems, Inc.	5/24/2011		\$514.93
11619	Public Storage	5/24/2011		\$291.00
11620	Puget Sound Energy, Inc. GEN02	5/24/2011		\$13,435.72
11621	Arora, Cindy	5/24/2011		\$600.00
11622	Powell Development Co	5/24/2011		\$5,000.00
11623	Schneider Homes, Inc	5/24/2011		\$600.00
11624	Qwest	5/24/2011		\$127.80
11625	Sound Publishing, Inc.	5/24/2011		\$301.49
11626	State Auditor's Office	5/24/2011		\$7,061.58
11627	TRM Wood Products Co, Inc.	5/24/2011		\$92.58
11628	Washington Archives Management	5/24/2011		\$258.57
11629	Washington State Criminal Justice Training Commission	5/24/2011		\$750.00
11630	Washington State Patrol A/R	5/24/2011		\$250.00
11631	West C/o West Payment Center	5/24/2011		\$355.25
11632	West Coast Awards & Athletics	5/24/2011		\$23.95
11633	Wilderness Chevron	5/24/2011		\$40.00
900083	Bank of New York Mellon	5/23/2011		\$92,275.63
900084	State of Washington Department of Revenue (EFT)	5/26/2011		\$16,419.22
		Total	Check	\$302,593.63
		Total	68565100	\$302,593.63
		Grand Total		\$302,593.63



City Council Agenda Item Recap

Item: Resolution No. R-11-810 Authorizing the City Manager to execute an inter-local agreement with the Cities of Covington and Black Diamond for joint Public Works Operation and Cooperative Purchasing

Staff Contact: Steve Clark, Public Works Director

Presentation Date (s): May 16, 2011

Status/Council Direction: Bring back for potential action on Consent Calendar at the May 23, 2011 meeting. Council was notified at the May 16 Council meeting that the agreement is still under review by the various city attorneys, and may undergo further amendments prior to execution by all the parties.

Directed Revisions/Added Information to date: N/A

Recommended Action: Adopt Resolution No. R-11-810

Attachments:

1. Resolution No. R-11-810
2. Staff memo from May 16, 2011 meeting

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CITY OF MAPLE VALLEY, WASHINGTON

RESOLUTION NO. R-11-810

**A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
INTERLOCAL AGREEMENT WITH THE CITIES OF COVINGTON
AND BLACK DIAMOND FOR JOINT PUBLIC WORKS
OPERATIONS AND COOPERATIVE PURCHASING**

WHEREAS, the Parties are “public agencies” as defined by Chapter 39.34 RCW, and through the provisions of that Chapter are authorized by state law to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, RCW 39.34.030 authorizes an agreement for joint or cooperative action by a public agency upon appropriate legislative action by the governing body of each agency prior to entry into such agreement; and

WHEREAS, the Parties’ Public Works and Parks Departments have similar operational needs and can provide savings to taxpayers through contracting for shared services; and

WHEREAS, each Party can realize certain economies from sharing resources and jointly contracting;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Authorization. The City Manager is hereby authorized to execute an InterLocal Agreement with the Cities of Covington and Black Diamond for Joint Public Works Operations and Purchasing. A copy of the Agreement has been filed with the City Clerk and identified with Clerk's Receiving No.

_____.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 23rd DAY OF May, 2011.

CITY OF MAPLE VALLEY

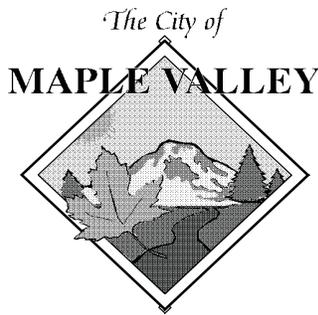
Noel T. Gerken, Mayor

ATTEST/AUTHENTICATED:

Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

Christy A. Todd, City Attorney



May 16, 2011

To: Mayor Gerken and City Council

From: Steve Clark, Public Works Director

Subject: Inter-local Agreement between the Cities of Maple Valley, Covington and Black Diamond for Joint Public Works Operations and Cooperative Purchasing

Background

The purpose of this item is to discuss whether or not to adopt a resolution to authorize the City Manager to execute an Inter-local Agreement with the Cities of Covington and Black Diamond that would utilize the provisions of state law to enable the Parties' to:

- Take advantage of economies of scale in sharing resources,
- Provide services to each other,
- Conduct joint operations for public works projects,
- Utilize cooperative purchasing.

Discussion

In 2010 at the Tri-City Council Meeting between Covington, Maple Valley and Black Diamond, the Public Works Director from each City made a presentation on opportunities within maintenance and operations for resource sharing. One of the key reasons operations was chosen is that generally those standards are the same or very similar in each jurisdiction. This allows for ease of application of joint services. There were three areas that were focused on 1) Service provided from one City to another; 2) Joint contracted services; and 3) Joint internal activities and projects. There are already a few examples of these activities occurring in Community Development and Public Works including a shared building official and joint site for de-icer tanks. Each City Council encouraged the Public Works Directors to proceed with developing an agreement that would provide an avenue for these activities to occur. Since that time the Public Works Directors, Finance Directors and the City Attorneys of each City have been working through the details of an Interlocal Agreement (ILA) between the cities.

The ILA will allow all cities to take advantage of one-time and ongoing opportunities at any given time. Any City will be able to request a service, to piggy-back onto another city's purchasing contract, or to jointly contract with another city. The scope of this request will be specified in a letter requesting service. The request will contain a budget and must be accepted by the requestor. A letter of acceptance will specify costs, timelines and resources of the requested services. These two letters will constitute the authority for the scheduled work and for the billing process to begin. The City performing the work will be the "lead agency" as defined in the ILA and meet all of the responsibilities that go with that title. A monthly meeting will take place for all of the cities to discuss the quality of work, task specific issues and scheduling. This meeting will assure all of the needs are being met to all parties' satisfaction. While many joint items will be administrative in nature, the ILA provides discretion to each city as to how it communicates with each respective City Councilor activities under the ILA.

Due to a staggered introduction and review of the ILA by all three cities and possible City Council input and request for edits, it is staff's recommendation to approve the attached ILA "in substantially similar form." This will allow Maple Valley the flexibility to incorporate edits requested by another city without the need to return to the City Council for further review.

Fiscal Impact

The fiscal impact will vary according to the task, project or purchase. It is the cities' intention that the Interlocal Agreement be mutually beneficial to all parties involved in order to proceed with that activity. In the long term it is anticipated that there will be efficiency as contracts are piggy-backed and as individual agencies specialize in certain tasks that the other cities can take advantage of through a service request. Another advantage is that staff and equipment can be pooled for large tasks.

If the activity is not meeting the desired goal, the work task or activity will be discontinued. In 2011, the activities, contracts and purchases that may occur will be those that are already included in the adopted budget for each City. No change in the 2011 budget is anticipated due to this ILA.

Options

Do not enter into an Interlocal Agreement with Black Diamond and Covington at this time.

Recommendation

By consensus or motion, authorize this Interlocal Agreement to be placed on the Council's consent calendar at the next regular Business Meeting on May 23, 2011.

Attachments

1. Proposed Interlocal Agreement (without exhibits)
2. Proposed Resolution

**INTERLOCAL AGREEMENT
BETWEEN THE CITIES OF MAPLE VALLEY, COVINGTON
AND BLACK DIAMOND FOR JOINT PUBLIC WORKS OPERATIONS AND
COOPERATIVE PURCHASING**

THIS INTERLOCAL AGREEMENT (“Agreement”) is entered into between the CITY OF MAPLE VALLEY, a Washington municipal corporation (“Maple Valley”), the CITY OF COVINGTON, a Washington municipal corporation (“Covington”), and the CITY OF BLACK DIAMOND, a Washington municipal corporation (“Black Diamond”), (collectively the “Parties, or Cities” or in the singular “Party or City”).

WHEREAS, the Parties are “public agencies” as defined by Chapter 39.34 RCW, and through the provisions of that Chapter are authorized by state law to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, RCW 39.34.030 authorizes an agreement for joint or cooperative action by a public agency upon appropriate legislative action by the governing body of each agency prior to entry into such agreement; and

WHEREAS, the Parties’ Public Works and Parks Departments have similar operational needs and can provide savings to taxpayers through contracting for shared services; and

WHEREAS, each Party can realize certain economies from sharing resources and piggybacking onto contracts with the other Parties; and

WHEREAS, each Party has agreed to follow the other Parties’ Contracting Procedures for bidding, contracting and purchasing where required by this Agreement; and

WHEREAS, each Party has agreed to compensate the other Parties for expenses incurred when utilizing the procedures offered under this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein, it is agreed between the Parties as follows:

1. Purpose. It is the purpose of this Agreement to utilize the provisions of state law to enable the Parties’ to take advantage of economies of scale in sharing resources, by providing services to the other Parties, by conducting joint operations for public works projects, and by utilizing cooperative purchasing.

2. Definitions.

“Contracting Procedures” means the ordinances, resolutions, and administrative orders adopted by a Party that specify the methods by which that Party purchases goods, equipment and

services and the methods by which that Party obtains professional services, advertises for bids and awards contracts.

“Joint Meeting” means the joint annual meeting of the City Councils of Maple Valley, Covington and Black Diamond.

“Lead Agency” is the Party designated as having administrative oversight of the services being provided to other Parties, including the responsibility for tracking expenses, providing invoices, and reconciling costs for services rendered.

“Piggybacking” refers to the process by which a Party utilizes the contract that another Party has entered into with an outside vendor to make purchases or to receive services from that outside vendor.

“Providing Party” means the Party that has received a request to provide services.

“Requesting Party” means the Party that requests services from a Providing Party.

3. Request for Services. The following process shall be followed by the Parties when seeking to engage another Party for joint operations or contracted services under this Agreement (not cooperative purchasing, which is addressed in Section 4, herein):

3.1 Requests for Services. The Requesting Party shall submit a written request (see Attachment 1) to the Providing Party setting forth the requested scope of work, requested duration or frequency of work, the equipment and materials required, the location of the work, the estimated cost of the work and budgeted amount for the work, any additional specifications or standards that must be considered, and a date by which a response is requested. If the Requesting Party is limited in the amount of money it can spend on the request due to a budget appropriation, the Requesting Party must specify that limitation in its request.

3.2 Acceptance of Request for Services. The Providing Party shall respond to the written request for services through a written acceptance or denial (see Attachment 2). Should the Providing Party fail to respond to the Requesting Party by the date specified in the request, the Requesting Party’s request shall expire and be void. An acceptance shall include the agreed upon scope of work, the total estimated direct cost for the work, the estimated indirect cost (all administrative charges and overhead), whether a deposit will be required and if so, for what purpose, and the duration and/or schedule for the work and any specifications or standards that will be applicable. The written acceptance shall require the signature of the appointed administrator of the Providing Party, the appointed administrator of the Requesting Party, and the signature of each such Party’s respective City Manager/City Administrator.

3.2.1 Outside Vendor Contracts. If the Providing Party’s services to be rendered are services provided by a contract between the Providing Party and an outside vendor, the Providing Party’s contract with the vendor shall reference this

Agreement and specify that the vendor agrees to provide services to a Party other than the Providing Party. The Providing Party shall provide a copy of its contract with the outside vendor to the Requesting Party with its written acceptance to the Requesting Party.

3.3 Providing Party as Lead Agency. The Providing Party shall be the Lead Agency and shall have administrative oversight of the services requested, any advertisement for bids and award of contract, and the accounting for the services. The Lead Agency shall generally incur the cost of the service being performed to the Requesting Party and, in most circumstances, shall be responsible for invoicing the Requesting Party for services rendered.

3.4 Increases to Budgeted Amount. Under no circumstances shall the cost of a Providing Party's services to a Requesting Party exceed the stated budget amount in the request from the Requesting Party. Any costs incurred by the Providing Party in excess of the stated budget amount shall not be invoiced to the Requesting Party until and unless the Providing Party has received a letter from the Requesting Party with approval to increase the budget amount for the service.

3.5 Services that Require Bidding and Contracting. A service that requires an advertisement for bids and an award of contract shall be specified by the Providing Party in its written acceptance. Pursuant to Subsection 3.3, the Providing Party, as Lead Agency, shall be solely responsible for conducting an advertisement for bids and awarding a contract. In advertising for bids and awarding a contract the Providing Party shall follow state law and its adopted local ordinances/rules. The Providing Party may consult with the Requesting Party as to the terms and provisions in a request for bids, but the Requesting Party shall have no role in awarding the contract. The Providing Party assumes sole responsibility for compliance with state law and its adopted local ordinances and rules pertaining to the award of the contract, management of the contract, contract close-out, warranty and required financial guarantees. Any claims by laborers/materialmen/mechanics/suppliers shall be handled by the Providing Party. Resolution of any dispute under the contract awarded by the Providing Party shall be the sole responsibility of the Providing Party. The prosecution or defense of any legal claim involving the contract awarded by the Providing Party shall be the sole responsibility of the Providing Party. The Providing Party may request contribution or assistance from the Requesting Party in resolving any dispute or in prosecuting or defending any legal claim involving the contract awarded by the Providing Party, but any such contribution or assistance shall be at the sole discretion of the Requesting Party.

3.6 Care and Maintenance of Equipment. The Parties agree that any time a request is made for the use of equipment, the Requesting Party shall be responsible for the proper care, maintenance and security of the equipment until the equipment is returned to the Providing Party. The Requesting Party shall permit the equipment to be used only by properly trained and supervised operators. Any damage to the equipment other than normal wear and tear will be the responsibility of the Party in possession of the equipment at the time the equipment is damaged. The Providing Party may require, at its

sole discretion, that only the Providing Party's personnel operate certain equipment. In doing so, the Providing Party shall be deemed an independent contractor, pursuant to Section 12, and the Providing Party's employees shall not be deemed employees of the Requesting Party. The Providing Party's operator shall perform under the general direction and control of the Requesting Party but shall retain full control of the manner and means of using the equipment.

3.7 Right of Entry. The Parties to this Agreement hereby grant and convey to each other the right to enter upon all land in which the Parties have an interest, within or adjacent to the right-of-way of a highway, road or street for the purpose of accomplishing all work or services requested as part of this Agreement.

4. Joint and Cooperative Purchasing.

4.1 Contract Piggybacking. Each Party to this Agreement has adopted its own Contracting Procedures pertaining to purchasing and the award of contracts. A piggybacking Party bears the sole responsibility for conducting its own due diligence to determine whether the non-piggybacking Party has lawfully entered into a contract for purchasing and/or services according to that Party's adopted Contracting Procedures prior to placing any orders, or engaging services from a provider under the non-piggybacking Party's contract. Due diligence includes ascertaining whether the non-piggybacking Party's contract with an outside vendor allows a Party to piggyback.

4.2 Contracting Procedures. Each Party's Contracting Procedures are specified herein as follows:

4.2.1 Maple Valley. Maple Valley's Contracting Procedures are codified at Chapter 2.75 MVMC. Maple Valley's contracting procedures include: (a) a process for utilizing the MRSC Small Works Roster and Consulting Roster for Professional, Engineering and Architectural Services, and establishing a Limited Public Works Process pursuant to Resolution R-08-628, as amended by R-09-698; (b) a process for public works project closeout pursuant to Resolution R-09-720; (c) administrative order A-09-01 establishing procedures for formal competitive bid solicitation and bid award for public works contracts over \$300,000 and purchases over \$35,000; (d) administrative order A-09-02 establishing a process for obtaining informal, competitive quotes; (e) administrative order A-10-04 establishing retainage release requirements for public works projects; and (f) administrative order A-10-05 establishing a process for delegation of contract signature authority to Department Directors. Maple Valley's Contracting Procedures are attached hereto and incorporated herein as Attachment 3.

4.2.2 Covington. Covington's Purchasing Policies and Procedures are adopted by Resolution No. 10-14 effective June 8, 2010. Covington's Purchasing Policies and Procedures are attached hereto and incorporated herein as Attachment 4.

4.2.3 Black Diamond. Black Diamond's Procedures are established by Ordinance 07-828. Black Diamond's Procedures are attached hereto and incorporated herein as Attachment 5.

4.3 Piggybacking Party's Responsibilities. If the piggybacking Party decides to utilize the non-piggybacking Party's contract to purchase supplies, equipment, or services, the piggybacking Party bears the sole responsibility for observing the terms of the non-piggybacking Party's contract and assumes any liability under the terms of the contract between the non-piggybacking Party and the vendor/service provider pertaining to the supplies, equipment or services it obtains under that contract, thereby stepping into the shoes of the non-piggybacking Party for all purposes for which the piggybacking Party is utilizing the non-piggybacking Party's contract.

4.4 Piggybacking Not Authorized. This Agreement does not authorize any Party to piggyback onto any Party's Intergovernmental Agreement for State Purchasing Cooperative with the State of Washington, Department of General Administration.

5. Administration.

5.1 Joint Administrative Board. The Parties shall each appoint a representative to administer the terms of this Agreement, and the appointed administrators shall comprise the Joint Administrative Board. The appointed administrators, which may be amended from time to time with notice to the other Parties are:

For Maple Valley:
Steve Clark, Public Works Director
22035 SE Wax Road
P.O. Box 320
Maple Valley, WA 98038
(425) 413-8800

With a copy to:
David W. Johnston, City Manager

For Covington:
Glenn Akramoff, Public Works Director
16720 SE 271st Street, Suite 100
Covington, WA 98042
(253) 638-1110

With a copy to:
Derek Matheson, City Manager

For Black Diamond:

Seth Boettcher, Public Works Director
P.O. Box 599
24301 Roberts Dr
Black Diamond, WA 98010
(360) 886-2560

With a copy to:
Rebecca Olness, Mayor

5.1.1 Notices. Notices to be provided pursuant to this Agreement shall be provided in writing to the persons indicated herein, at the addresses indicated herein. Notices shall be deemed delivered three (3) days after placement of the notice in the U.S. Mail, first class postage pre-paid. Courtesy copies of notices may be provided via email transmission but shall not constitute delivery of written notice as set forth herein.

5.2 Coordination. All Parties shall participate in regularly scheduled meetings to discuss the services being provided under this Agreement and any issues that arise. Meeting attendees shall include each Party's appointed administrator or his/her designee(s), as well as any staff who administer service requests pursuant to this Agreement. Summaries of these meetings shall be provided to the administrator for each Party. An annual report shall be developed by the Parties and considered at the Joint Meeting to assess the effectiveness of this Agreement.

5.3 Legislative Updates. Each Party shall have discretion as to the frequency of communications with its City Council regarding services performed under this Agreement..

5.4 Audit of Lead Agency. A Lead Agency shall be subject to audit by any other Party to this Agreement upon five (5) days advance notice. A Lead Agency shall make its records available to any other Party for any service, project, cooperative purchase, or joint undertaking for which it provided services as Lead Agency. A Lead Agency shall retain all records pertaining to any service, project, cooperative purchase, or joint undertaking per state archival timelines. Such records shall include, but are not limited to: bid documents, contracts, change orders, work orders, contract close out records, labor timekeeping records, and financial records.

6. Term of Agreement. This Agreement shall become effective as of the last date this Agreement is (a) approved by the legislative body of Maple Valley, the legislative body of Covington, and the legislative body of Black Diamond; and (b) subsequently executed by each Party according to that Party's adopted policies and procedures. Unless terminated by all Parties pursuant to the terms of this Agreement, this Agreement shall remain in full force and effect until December 31, 2015. This Agreement may be extended by written agreement of the Parties subject to the approval of such extension by each Party's legislative body.

7. **Payment.** The Parties shall pay for services provided pursuant to the following provisions:

7.1 Payments for Materials and Services.

Each Requesting Party shall pay for actual direct and related indirect costs including any overhead and administrative charges, for products/materials/equipment and services purchased or provided by the Providing Party. All costs shall be part of the written acceptance pursuant to Section 3. Any indirect costs may be waived by the Providing Party at its discretion.

7.2 Billing Statement. The Providing Party shall submit a monthly invoice to the Requesting Party(ies) on a form agreed upon by the appointed administrators and shall contain the amount of products/materials/equipment and/or services purchased during the preceding month. Payment shall be made by the Requesting Party each month within thirty (30) days of receipt of the invoice.

7.3 Disputes. In the event there is a dispute regarding the amount of money owed among the Parties, the appointed administrators of the Parties in dispute shall make every effort to resolve such dispute by mutual agreement. No dispute shall be resolved by majority vote. In the event there is no mutually agreed resolution to the dispute, the appointed administrators shall forward the dispute to each Party's City Manager/City Administrator for resolution. In the event there is no resolution after review by the Parties' City Managers/City Administrator, the Parties shall seek mediation through a mutually agreed mediation service, and each Party shall bear its own costs for mediation. If mediation is unsuccessful, any Party may pursue any legal remedy available from a court of competent jurisdiction. Any dispute that has gone to mediation and mediation was unsuccessful in resolving the dispute shall be grounds for any Party to terminate this Agreement for breach.

7.4 Reconciliation. Within thirty (30) days of submitting the last invoice for a service rendered under this Agreement, the Parties shall reconcile their respective accounts and provide a copy of the reconciliation to the other Parties. If the Parties' reconciliations do not match, the Parties shall schedule a meeting within fourteen (14) days of receipt of the reconciliation statement to resolve the discrepancy(ies). If the discrepancy(ies) cannot be resolved, the Parties shall utilize the dispute process set forth in Subsection 7.3. Final payment and reconciliation of all accounts for all services rendered under this Agreement shall occur within ninety (90) days of the effective date of termination of this Agreement; or, no later than ninety (90) days after any service was rendered.

8. **Ownership of Property; Financing.**

8.1 Acquisition of Property. Any property owned by a given Party at the time of execution of this Agreement shall remain the property of that Party. Any property jointly acquired by Parties under this Agreement shall require a separate, written agreement to specify the terms under which said property will be acquired, the Party responsible for

storage, maintenance, and insurance of said property, and all other necessary terms including disposition of said property.

8.2 Financing. Should the Parties desire to jointly finance acquisition of property, or to jointly finance a public works project, the Parties collectively, or individually, are authorized under this Agreement to establish one or more funds to be titled, "Operating fund of Joint Board for Tri-City cooperative purchasing and contracting for _____[specify project/purchase]."

9. Termination.

9.1 Termination by Notice. Any Party may terminate its participation in this Agreement by providing the other Parties with sixty (60) days advance written notice of the effective date of such termination. The Party providing such notice shall remain responsible for any costs incurred under this Agreement, including any costs to which the Party is contractually obligated under any joint undertaking that extends beyond the sixty (60) day termination date provided in the notice of termination. This Agreement remains in full force and effect so long as two (2) or more Parties remain signatories to the Agreement.

9.2 Termination by Mutual Written Agreement. This Agreement may be terminated in its entirety at any time by written agreement that is executed by all of the Parties.

9.3 Termination for Breach. Any Party may terminate its participation in this Agreement with fourteen (14) days advance written notice to the other Parties for material breach of the terms of this Agreement, provided that disputes regarding billing statements shall be handled pursuant to Subsection 7.3 and shall not be deemed a breach of this Agreement except as set forth in Subsection 7.3.

10. Indemnification and Hold Harmless.

10.1 Covington. Covington agrees to defend, indemnify, and hold harmless Maple Valley and Black Diamond and each of their respective employees, officials, agents, and volunteers from any and all losses, claims, liabilities, lawsuits, or legal judgments arising from or caused by any negligent or tortious actions or inactions, and any and all losses, claims, liabilities, lawsuits, or legal judgments arising from any willful or knowing violation of law by Covington or any of its employees, officials, agents, or volunteers while performing its duties and obligations under this Agreement. All costs, including but not limited to attorneys fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, related to Covington's negligence, or tortious actions or inactions shall be paid by Covington or its insurer. This provision shall survive the expiration of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole

negligence of Maple Valley or Black Diamond or their officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

10.2 Maple Valley. Maple Valley agrees to defend, indemnify, and hold harmless Covington and Black Diamond and each of their respective employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising from or caused by any negligent or tortious actions or inactions, and any and all losses, claims, liabilities, lawsuits, or legal judgments arising from any willful or knowing violation of law by Maple Valley or any of its employees, officials, agents, or volunteers while performing its duties and obligations under this Agreement. All costs, including but not limited to attorneys fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, related to Maple Valley's negligence, or tortuous actions or inactions shall be paid by Maple Valley or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of Covington or Black Diamond or their officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

10.3 Black Diamond. Black Diamond agrees to defend, indemnify, and hold harmless Covington and Maple Valley and each of their respective employees, officials, agents, and volunteers from any and all losses, damages, claims, liabilities, lawsuits, or legal judgments arising from or caused by any negligent or tortious actions or inactions, and any and all losses, claims, liabilities, lawsuits, or legal judgments arising from any willful or knowing violation of law by Black Diamond or any of its employees, officials, agents, or volunteers, while performing its duties and obligations under this Agreement. All costs, including but not limited to attorneys fees, court fees, mediation fees, arbitration fees, settlements, awards of compensation, awards of damages of every kind, related to Black Diamond's negligence, or tortuous actions or inactions shall be paid by Black Diamond or its insurer. This provision shall survive the expiration or earlier termination of this Agreement. This provision shall also survive and remain in effect in the event that a court or other entity with jurisdiction determines that this interlocal Agreement is not enforceable. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of Maple Valley or Covington or their officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

10.4 Usage of Equipment. When using Providing Party's equipment only, the Requesting Party will protect, save and hold harmless and indemnify the Providing Party and its officers, agents, and employees from all claims, actions, damages, or expenses of any nature whatsoever by reasons of the acts or omissions of the Requesting Party or its assigns, agents, contractors, licensees, invitees, employees, or any person whomsoever arising out of or in connection with any acts or activities authorized by this Agreement arising solely out of the Requesting Party's use of the Providing Party's equipment. In such cases, the Requesting Party further agrees to defend the Providing Party and its

officers, agents, employees, assigns, agents, contractors, licensees, invitees, and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the Providing Party or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

10.5 Usage of Both Equipment and Labor. When the Providing Party provides both equipment and labor, the Providing Party will protect save and hold harmless and indemnify the Requesting Party and its officers, agents, and employees from all claims, actions, damages, or expenses of any nature whatsoever by reasons of the acts or omissions of the Providing Party or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees arising out of or in connection with any acts or activities authorized by this Agreement arising out of the use of both the Providing Party's equipment and labor. In such cases, the Providing Party further agrees to defend the Requesting Party and its officers, agents, employees, assigns, agents, contractors, licensees, invitees, and employees in any litigation, including payment of any costs or attorney fees for any claims or action commenced thereon arising out of or in connection with the acts or activities authorized by this Agreement. This obligation shall not include such claims, costs, damages or expenses which are caused by the sole negligence of the Requesting Party or its officers, agents, employees, assigns, contractors, licensees, invitees, or employees.

10.6 Concurrent Negligence. If the claims or damages are caused by or result from the concurrent negligence of the Providing Party and their officers, agents, employees, assigns, contractors, licensees or invitees and the Requesting Party, its officers, agents, employees, assigns, contractors, licensees, or invitees and involves those actions covered by RCW 4.24.115, both the Providing Party and the Requesting Party shall be liable only to the proportional extent of their respective negligence.

10.7 Waiver of Workers Compensation Immunity. It is further specifically and expressly understood and agreed that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, solely to carry out the purposes of this indemnification clause. The Parties further acknowledge that they have mutually negotiated this waiver.

11. Insurance. Maple Valley and Covington are members of Washington Cities Insurance Authority Risk Pool (WCIA), and, consistent with policies established by WCIA, Maple Valley and Covington are insured and agrees to maintain for the duration of the Agreement insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by each Party, its agents, representatives, or employees.

Black Diamond is a member of the Cities Insurance Association of Washington. Chapter 48.62 RCW authorizes the governing body of any one or more governmental entities to form together into or join a pool or organization for joint purchasing of insurance, and/or joint self-insuring, and/or joint hiring or contracting for risk management services to the same extent that they may

individually purchase insurance, self-insure, or hire or contract for risk management services. An agreement to form a pooling arrangement was made pursuant to the provisions of Chapter 39.34 RCW, the Interlocal Cooperation Act.

No Limitation. Each Party's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of any other Party to the coverage provided by such insurance, or to otherwise limit any other Party's recourse to any remedy available at law or in equity.

11.1 Minimum Scope of Insurance. Each Party shall obtain insurance of the types described below:

11.1.1 Automobile liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall provide liability coverage for bodily injury, including personal injury or death, and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

11.1.2 Commercial general liability insurance shall cover liability arising from premises, operations, independent contractors, and personal injury and advertising injury, for bodily injury, including personal injury or death, products liability, and property damage.

11.1.3 Workers' compensation and employer's liability insurance in sufficient amounts as required by the industrial insurance laws of the State of Washington.

11.1.4 Professional liability insurance covering any negligent professional acts, errors, or omissions, for which each Party is legally responsible and for damages sustained by reason of or in the course of operation under this Agreement.

11.2 Minimum Amounts of Insurance. Each Party shall maintain the following insurance limits:

11.2.1 Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

11.2.2 Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$3,000,000 general aggregate.

11.2.3 Professional Liability insurance shall be written with limits no less than \$2,000,000 per claim and \$2,000,000 policy aggregate limit.

11.3 Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for automobile liability, professional liability and commercial general liability insurance:

11.3.1 Covington's insurance coverage shall be primary insurance as respect to Maple Valley. Any insurance, self-insurance, or insurance pool coverage maintained by Maple Valley shall be excess of Covington's insurance and shall not contribute with it. Maple Valley's insurance coverage shall be primary insurance as respect to Covington. Any insurance, self-insurance or insurance pool coverage maintained by Covington shall in excess of Maple Valley's insurance and shall not contribute with it.

11.3.2 Each Party's insurance shall be endorsed to state that coverage shall not be cancelled by either Party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Party affected by the cancellation.

11.4 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

11.5 Verification of Coverage. Each Party shall furnish the other Party with evidence of coverage evidencing that Party's insurance requirements before commencement of the work.

12. Independent Service Provider.

12.1. The Parties intend that an independent contractor relationship is created by this Agreement. No Party will exercise control and direction over the work of any other Party, and is interested primarily in the results to be achieved. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the Party that is responsible for providing the services. No agent, employee, servant or representative of a Party shall be deemed to be an employee, agent, servant or representative of the other Party for any purpose, and the employees of the Party are not entitled to any of the benefits the other Party provides for its employees. Each Party shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.

12.2 In the performance of the services herein contemplated each Party is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the other Parties and shall be subject to the other Parties' general rights of inspection and review to secure the satisfactory completion thereof.

12.3 As an independent contractor, each Party shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

13. Miscellaneous.

13.1 Non-Waiver of Breach. The failure of any Party to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to

exercise any option conferred by this Agreement in one or more instances, shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

13.2 Resolution of Disputes and Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. Subject to Subsection 7.3, if the Parties are unable to settle any dispute, difference or claim arising from the Parties' performance of this Agreement, the exclusive means of resolving that dispute, difference or claim, shall only be by filing suit exclusively under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the Parties agree in writing to an alternative dispute resolution process.

13.3 Assignment. This Agreement is not assignable by any Party, in whole or in part.

13.4 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless made in writing and approved by the legislative body of each city.

13.5 Compliance with Laws. Each Party agrees to comply with all local, federal and state laws, rules, and regulations that are now effective or in the future become applicable to this Agreement.

13.5.1 Nondiscrimination in Employment. In the performance of this Agreement, no Party will discriminate against any employee or applicant for employment on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law; unless based upon a bona fide occupational qualification. Each Party shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

13.5.2. Nondiscrimination in Services. No Party will discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age or other basis prohibited by state or federal law.

13.6 Entire Agreement. The written terms and provisions of this Agreement, together with any exhibits attached hereto, shall supersede all prior communications, negotiations, representations or agreements, either verbal or written of any officer or other representative of each party, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Agreement. All of the exhibits are hereby made part of this Agreement. Should any of the language of any exhibits to this Agreement conflict with any language contained in this Agreement, the language of this document shall prevail.

13.7 Severability. If any section of this Agreement is adjudicated to be invalid, such action shall not affect the validity of any section not so adjudicated.

13.8 Interpretation. The legal presumption that an ambiguous term of this Agreement should be interpreted against the Party who prepared the Agreement shall not apply.

13.9 No Third Party Beneficiaries. This Agreement is between the Parties and is not meant to benefit any third party.

13.10 Counterparts. This Agreement may be executed in multiple counterparts, any of which shall constitute an agreement by and among the Parties who have executed this Agreement, provided that each Party shall transmit to the attention of the Covington City Clerk an original, executed signature page of this Agreement. The Covington City Clerk shall cause a copy of this Agreement and a copy of each executed signature page of each party to be posted on the Covington City website pursuant to RCW 39.34.040. Upon execution of an original of this Agreement, and posting of a copy of a Party's executed signature page on the City of _Covington website, each such counterpart shall constitute an agreement binding upon all who have so executed this Agreement.

13.11 Waiver. No waiver by any Party of any term or condition of this Agreement incorporated in this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or different provision.

Signatures appear on next page

REQUEST FOR SERVICES
Example

DATE

NAME
ADDRESS
CITY STATE ZIP

RE: Request for Services

Dear ILA Administrator:

As per Section 3.1 of the Interlocal Agreement between the Cities of Maple Valley, Black Diamond and Covington the City of _____ requests the City of _____ provide _____ services.

Scope of Service Requested:

- Task/Project summary including frequency and requested start date of task.
- Specifications or standards of requestor for task/project.
- Equipment and materials requested.
- Equipment and materials provided by requestor.
- Attachments (list and map of location).

Financial Considerations:

- Requestors budget not to exceed \$ _____ for task.
- Request for direct and indirect cost of project or task.

Please provide the estimated cost for the above task/project to include the scope of services and financial considerations no later than [DATE]. Thank you for your consideration.

Sincerely,

ILA Administrator

ACCEPTANCE/DENIAL OF SERVICES
Example

DATE

NAME
ADDRESS
CITY STATE ZIP

RE: Acceptance of Request for Service

Dear ILA Administrator:

As per Section 3.1 of the Interlocal Agreement between the Cities of Maple Valley, Black Diamond and Covington the City of _____ accepts the City of _____ request to provide _____ services.

Agreed to Scope of Service:

- Task/Project summary including frequency and requested start date of task.
- Specifications or standards of requestor for task/project.
- Equipment and materials requested.
- Equipment and materials provided by requestor.
- Attachments (list and map of location).

Financial Considerations:

DESCRIPTION	AMOUNT
Budget not to Exceed for Task	\$
Direct Cost of Task/Project	\$
Direct Cost of Equipment	\$
Direct Cost of Materials	\$
Direct Cost of Personnel	\$
Indirect Costs	\$
Total Cost	\$

The City of _____ will contact you via phone to coordinate the scheduling of Tasks/Project within the next five business days. Thank you for your request.

Sincerely,

ILA Administrator

City Manager/City Administrator or Mayor

**City of Maple Valley
Contracting Procedures**

**City of Covington
Contracting Procedures**

Quick Reference Sheet

TYPE	AMOUNT	APPROVAL AUTHORITY	PROCEDURE
Purchase of Supplies, Materials and Equipment	Up to \$2,500	Staff with Director's Authorization	Informal Telephone Quotes P.O. and/or Invoice
	Up to \$7,500	Department Director	Informal Telephone Quotes P.O. and/or Invoice
	\$7,501 - \$15,000	City Manager	Telephone/written quotes from Roster of Vendors or Competitive Bid P.O. and/or Invoice
	\$15,001 and above	City Council	Competitive Bid P.O. and/or Invoice
Public Works Contracts	Up to \$7,500	Department Director	Contract/P.O.
	\$7,501 - \$15,000	City Manager	Contract/P.O.
	\$15,001 - \$20,000 (one trade)	City Manager	Contract/P.O.
	\$20,001 - \$45,000 (multiple trades)	City Manager	Small Works Roster/Contract/P.O.
	\$45,001 - \$200,000	City Council	Small Works Roster or Competitive Bid
	Over \$200,000	City Council	Competitive Bid
Architects & Engineers	Up to \$7,500	Department Director	Contract/P.O. and Invoices
	\$7,501 - \$30,000	City Manager	Contract/P.O. and Invoices
	\$30,001 and above	City Council	Contract/P.O. and Invoices
Professional Services	Up to \$2,500	Staff with Director's Authorization	Contract/P.O. and Invoices
	Up to \$7,500	Department Director	Contract/P.O. and Invoices
	\$7,501 - \$30,000	City Manager	Contract/P.O. and Invoices
	\$30,001 and above	City Council	Contract/P.O. and Invoices
Emergency Purchase	N/A	See Emergency Procedures	P.O./Contract within 48 hours
Petty Cash	Up to \$20	Budget Authority	Signed Receipt

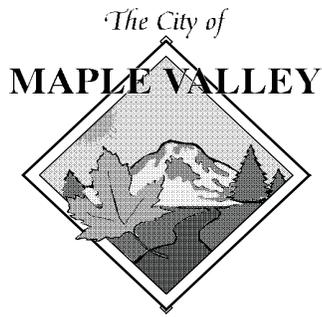
**City of Black Diamond
Contracting Procedures**

Black Diamond's procedures relating to purchasing and public works contracting, are established by Ordinance 07-828 adopted in May of 2007 and follow RCW 39.01.190 and RCW 39.04.155.

The Ordinance establishes procedures relating to purchasing and public works contracting, establishes a vendor list process for the purchasing of supplies, materials and equipment and establishes a small works roster process to award Public Works contracts and adds to the Black Diamond Municipal code a New Chapter 2.90 and new sections 2.90.010 and 2.90.020 and 2.90.03

Resolutions 08-519 adopted June 19, 2008 establishes a small works and consulting Roster and utilizes Municipal Research Services for the administration of these rosters. For small Public works projects up to \$200,000 and for Consultant Rosters for Engineering, Architectural, or other Consultants.

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City Council Agenda Item Recap

Item: Ordinance O-11-457, amending MVMC 9.05.500

Staff Contact: Christy Todd, City Attorney

Presentation Date (s): May 16, 2011

Status/Council Direction: Place on Consent Calendar on May 23, 2011

Directed Revisions/Added Information to date: None

Recommended Action: Adopt Ordinance O-11-457

Attachments:

1. Ordinance O-11-457

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CITY OF MAPLE VALLEY, WASHINGTON

ORDINANCE NO. O-11-457

AN ORDINANCE OF THE CITY OF MAPLE VALLEY, WASHINGTON, AMENDING SECTION 9.05.500 OF THE MAPLE VALLEY MUNICIPAL CODE; PROVIDING FOR SEVERABILITY, AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend MVMC 9.05.500 to conform to state law as set forth in RCW 9A.76.020; and

WHEREAS, City of Auburn v. Dustin B. Gauntt, No. 64838-1-I, (Div. I. Wash.Ct.App. Mar. 14, 2011) held that if a crime adopted under state law has not been expressly adopted by city code, or incorporated in the city code by reference to state statute, and no other state statute confers authority to prosecute that misdemeanor in municipal court, the city lacks authority to prosecute it in the municipal court; and

WHEREAS, the City Council desires to explicitly incorporate state law, RCW 9.73.020 into the Maple Valley Municipal Code, to be codified as 9.05.500 in conformity with the holding of the Gauntt case;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Section 9.05.500 of the Maple Valley Municipal Code is hereby amended as follows:

9.05.500 Obstructing ~~public officers.~~ a law enforcement officer.

~~A. It is unlawful for any person to make any willfully untrue, misleading or exaggerated statement to, or to willfully hinder, delay or obstruct any public officer in the discharge of his or her official powers or duties. Obstructing public officers is a misdemeanor.~~

~~B. "Public officer" as used in this section shall mean any Police Officer, Fire Chief and his or her designees, Health Officer, and the Public Works Director and his or her designees, City Clerk and his or her designees, code enforcement personnel and other City personnel authorized for enforcement of City ordinances, statutes and codes.~~

A. A person is guilty of obstructing a law enforcement officer if the person willfully hinders, delays, or obstructs any law enforcement officer in the discharge of his or her official powers or duties.

B. "Law enforcement officer" means any general authority, limited authority, or specially commissioned Washington peace officer or federal peace officer as those terms are defined in RCW 10.93.020, and other public officers who are responsible for

enforcement of fire, building, zoning, and life and safety codes.

C. Obstructing a law enforcement officer is a gross misdemeanor.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or unconstitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. Effective Date. This ordinance shall take effect five days after its adoption and publication.

ADOPTED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON
THE ____ DAY OF _____, 2011.

CITY OF MAPLE VALLEY

Noel T. Gerken, Mayor

ATTEST/AUTHENTICATED

Shaunna Lee-Rice, CMC, RP, City Clerk

Approved as to form:

Christy A. Todd, City Attorney

Date Published: _____

Effective Date: _____



Date: May 18, 2011

To: Mayor Gerken and City Councilors
David W. Johnston, City Manager

From: Tony McCarthy, Finance Director

Subject: First Quarter Financial Report & Budget Amendment

As is the City's practice, attached is Council's quarterly update of the City's financial condition as of March 31, 2011. Also included is the first quarter budget amendment for appropriations previously approved by the City Council. A Powerpoint presentation will be made at the Council meeting on Monday May 23rd.

Summary

Though the report is for the first quarter of 2011, the 2011 year-end projections reflect some additional revenue and expenditure information known to date. The report reflects a higher than anticipated level of single family permitting during the first four and half months of the year, but a continuing level of stagnant single family sales through April. Additionally though the Fred Meyer project has had a ground breaking, significant permitting revenue followed by construction activity has proceeded slowly. A third significant item is that the weather has been has put a real damper on the Lake Wilderness Golf Course's effort to make a budgeted 2011 profit.

First Quarter Financial Report

On page A-1, the report shows that total City revenues are estimated to be below budget at year-end by 5%. At this time last year, the report showed that the City was estimating that year-end revenue would be under budget by less than 1%, but ended the year 3% under budget. The total City revenue picture is affected by the dissolution of the Four Corner's special assessment and the weather which has severely affected the ability of the Lake Wilderness Golf Course to forecast a profit. The General Fund though is forecasted much better with revenues estimated to be above budget at year-end by 3%.

To date the City's key economic indicator has been the number of single family residential permits. Through May 18, 2011 the City had permitted 77 single family residential units in 2011. This exceeds the 50 units forecast for the year in the 2011 budget. The trend data

would forecast a year end number of 185 sfr units which would be the highest level since the 269 sfr units in 2006. The problem is that in the last six months through April while 86 sfr units have been permitted, only 36 have been sold, meaning that there has been an inventory buildup that may slow future permitting activity.

With respect to our key revenue sources, the following is what is known at this time.

- With respect to property taxes, no shortfall is projected. Last year's collection rate in the year of the levy was 97.9% compared to same 97.9% the previous year. Through December 31, 2010, the prior year's (2009) total collection rate was 99.2% and the City should eventually collect 100% for all years which historically happens within five years.
- With respect to sales taxes, the current estimate for locally generated sales taxes is 104% of budget. The early forecast is based on the construction related portion of the sales tax being held up by the high level of early sfr permitting activity as noted above. On the non construction sales tax side the sales tax amounts are up 3% on a rolling last 12 months to previous 12 months as the economy seems to be rebounding from the lows of 2009. It is hoped that commercial development later this year and into next year will improve the total sales tax picture both on the construction side and the retail side, but with the slowly developing Fred Meyer's project, the City should not over commit the revenue to soon.
- With respect to utility taxes, the current estimate is 100% of budget. With the implementation of the utility tax increase from 3% to 6% taking effect the last week in December 2010, the winter effect on electric and natural gas usage was captured producing higher than estimated revenue. This has been temporarily offset by some delay in collecting the telephone portion of the utility tax increase, but in early May the City's largest telephone provider, a Verizon account which has been 36% of the City's total telephone utility tax, made a retroactive adjustment back to the beginning of the year. Other smaller vendors have complied from the start and we hope to see the remaining vendors comply between now and the middle of next month.
- With respect to real estate excise taxes, the current estimate is 97% of budget. The current projected revenue estimate is \$560,165 compared to a budget of \$576,281. This decrease reflects the continued depressed housing market. Only 100 houses, including 23 new houses, were sold in the first 4 months of 2011. Annualizing this amount produces 300 sales for the year, down from the 2010 number of 397 and the 2005 high of 1,013. Average sales prices are also down to \$282,589 from the 2010 average of \$302,814 and the 2007 high of \$364,409. Since the real estate excise tax provides about 50% of the funding for debt service and the capital improvement program and since \$760,000 is annually committed to current debt payments, not much is available for new capital projects. Until this revenue source improves substantially or other funding is provided, the City's capital improvement program will continue to be limited.
- With respect to development permits, as noted earlier single family residential permitting is well above budget but may not continue as the sale of new homes has not kept pace with permitting. If this continues to be slow the forecast will be reduced but will hopefully be offset by commercial permitting which hasn't materialized yet as fast as had been expected. It was anticipated in the 2011 budget that 120,000 square feet would be completed by the end of 2011. With completion

- With respect to impact fees, the City is currently projecting both transportation and park impact fees ahead of budget by 13% and 365% respectively. The projected transportation impact fee amount of \$562,127 is more than is offset by the impact if the dissolution of the SR 169 – SR 516 to SE 264th Street project special assessments. The 2011 budget anticipated the receipt of \$519,547 which is now not available and \$390,753 which had to be refunded for a combined shortfall of \$910,511. Though this had a large financial impact, it did not change the currently approved six year transportation improvement plan as limited real estate excise tax revenue that matched dedicated transportation revenue had previously reduced the level of the capital program. With respect to park impact fees the high numbers assumes the currently forecasted sfr residential development that may not materialize.
- With respect to investment earnings, the City is projecting a \$116,205 shortfall from \$206,205 to about \$90,000. This shortfall is created by the continuous drop in interest rates, with the Washington State Pool now paying 0.17% down from the March 31, 2010 rate of .22%. Also impacting the investment earnings amount is the interest received on the City's checking account which is now 0.15%. A number of years ago the checking account balance paid for all the City banking fees, but now the lower level of banking account interest is not offsetting the higher use of citizen and developer credit card use. If credit card use continues at the January through April pace, the City's banking services would cost the City about \$45,000. This cost is currently netted against investment earnings.

With the pluses and minuses noted above the general government revenue picture looks pretty good. The capital revenue picture is not good, but at this point the current six year capital forecast is not affected. The Lake Wilderness Golf Course revenue is also not good, but will be discussed later with the associated expenses.

As shown on page A-2 operating expenditures for the City as a whole are forecasted at 5% below budget and on page B-1 for the General Fund at 2% below budget. Last year at this time the estimate at the 1st quarter was to spend 98% of the total operating budget and the City ended the year spending 91% of the budget. A similar scenario could happen again this year due to salary and benefit savings and the under expenditure of contracts, but the 2011 budget is tighter than previous years and there are limited vacancies. Currently the City has three vacancies: the Accountant position, the GIS Analyst, and Surface Water Management Engineer. All three positions are in the recruitment process. The Accountant interviews are scheduled for May 31st. With limited salary savings the prime budget savings element is in benefit savings as all positions are budgeted at maximum allowable benefits, assuming all positions could be filled at those amounts. With many employees using less than the maximum amounts a natural savings occurs. Large contract savings know at this time are in the King County Sheriff's contract which was finalized at \$87,805 below the budgeted amount.

Pages B-1 through B-3 show more detailed operating revenue and expenditure amounts compared to budget for the General Fund and Special Revenue Funds. The revenue

information has been previously discussed. At the detailed level some General Fund variances are noted below.

- In the General Government area, Human Resources' estimated actual is forecasted slightly over budget. 2011 was the first year that this budget was been split out from the City Clerk's budget which is currently forecasted at well below the budget amount. Charging actual amounts in 2011 will help establish a better budget in the future.
- In the Parks & Recreation area, Recreation's estimated actual is forecasted over budget, but other divisions are under budget and additional Parks & Recreation revenue above budget is being generated.
- In the Public Works area, Development & Administration's estimated actual is forecasted over budget as less than budgeted staff time is being allocated to capital projects. Also Street Maintenance estimated actual is forecasted over budget as currently less costs are being allocated to Parks Maintenance and Surface Water Management which are both under budget.

Page B-4 provides information for the Surface Water Management Fund. Revenues are projected to be 99% of budget mainly due to reduced investment earnings. Operating expenditures are projected at 90% of budget with the vacant Surface Water Management Engineer and a less than anticipated allocation of maintenance costs. At this point capital expenditures are projected on budget though projects have been slow to develop without the Surface Water Management Engineer.

Page B-5 provides information on the Lake Wilderness Golf Course. Revenues are projected to be 74% of budget with amounts below budget for both the golf and restaurant revenue. On the golf side the projection is 90% of budget as the wet winter weather has continued through the middle of May, but will hopefully end soon. On the restaurant side the projection is 55% of budget. The budget was prepared before the final decision on the impact of the restaurant downsizing. It is currently estimated that the restaurant revenue should be budgeted at about \$390,000, down \$315,000 from the amount included in the 2011 budget. On the expenditure side golf operations are trending below budget and are projected to have a net operating income of about \$180,000. Restaurant operations are about \$315,000 below budget, but are still projected to loose about \$140,000.

On page B-6, capital expenditures are forecasted at close to 100% as no detail review of 2011 expenditure cash flow has been made at this time. Through 25% of the year, actual expenditures are at 11% of budget up from 6% last March with extensive work on the Witte Road and SE 248th Street Roundabout which should be completed on schedule in early June. Some information on individual project status will be reviewed with the Council at the meeting on Monday night.

With estimated revenue collections projected below budget primarily because of the elimination of the special assessments, and with estimated operating expenditures below budget, and at this point estimated capital expenditures on budget, the total City-wide ending fund balance is projected to be \$72,491 ahead of budget as shown on Page C-2. For the General Fund only, the ending fund balance is projected to be \$498,257 ahead of budget

as shown on Page B-1 and as depicted in the presentation on Page A-4, but this assumes the current forecast for 185 sfr units.

1st Quarter Budget Amendment

In addition to the review of the City's financial condition, the quarterly report includes a proposed budget amendment ordinance. Based on previous City Council action taken February 14, 2011 via Resolution R-11-802, budget adjustments are identified below and are included in the financial statements pending final approval. The proposed budget amendment ordinance provides a net fund balance reduction of \$975,041 entirely related to the elimination of the Four Corners Special Assessment District. Elimination of the assessment eliminated anticipated 2011 revenue of \$519,758 and refunded prior collected amounts of \$455,283.

Fiscal Impact

As described above

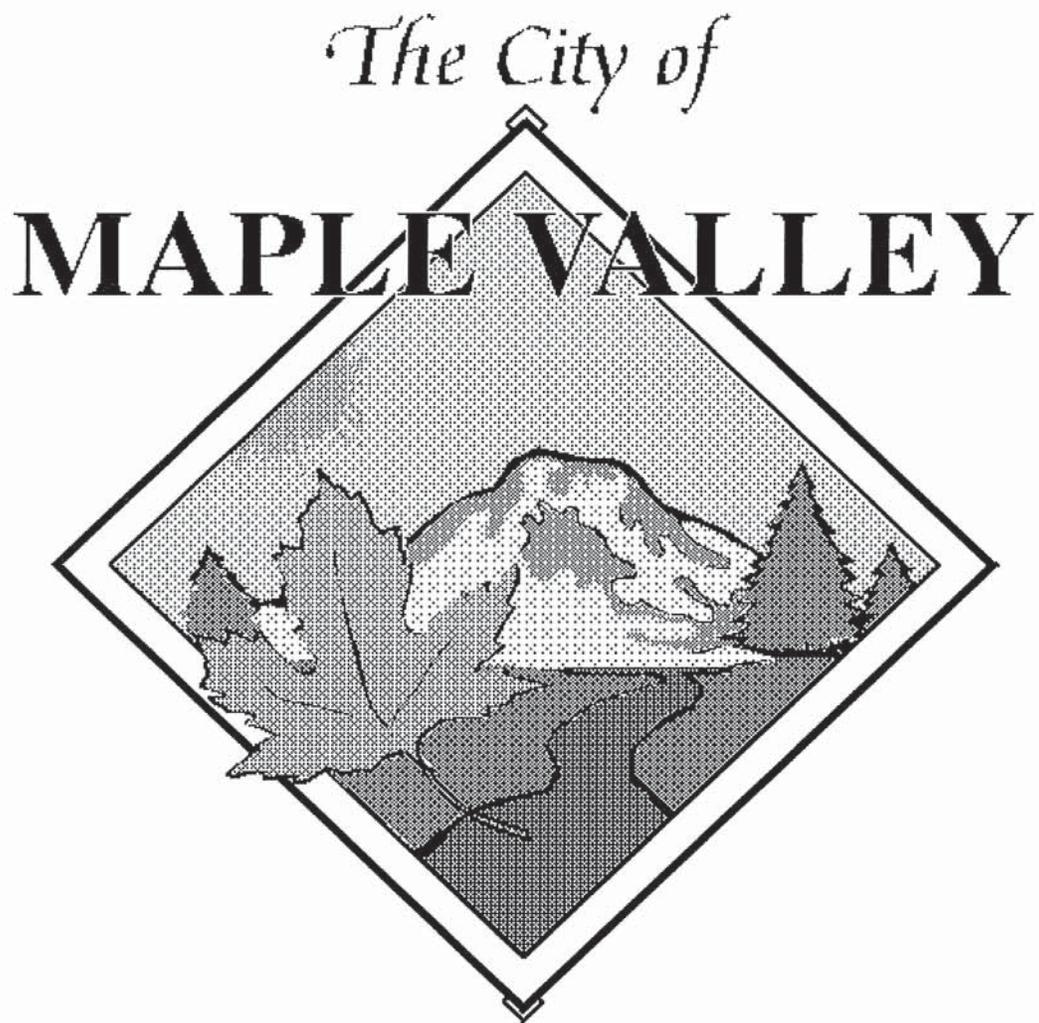
Proposed Actions

With Council approval the budget amendment will be brought forward for approval next week on the consent calendar.

Attachments

1. Monthly Financial Report as of March 31, 2011
2. Powerpoint Presentation
3. Ordinance No. 11-458

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Monthly Financial Report

As of March 31, 2011

Page

Top Level Review

City Wide Revenue and Expenditure Summary Graphs

A

Revenue and Expenditure Review

Revenue and Expenditure Summaries

General Fund Summary

B-1

General Fund Detail

B-2

Special Revenue Fund Summary

B-3

Surface Water Management Fund Summary

B-4

Lake Wilderness Golf Course

B-5

Capital Project Fund Summary

B-6

Financial Statements

City Wide Balance Sheet

C-1

City Wide Revenue, Expense and Fund Balance Statement

C-2

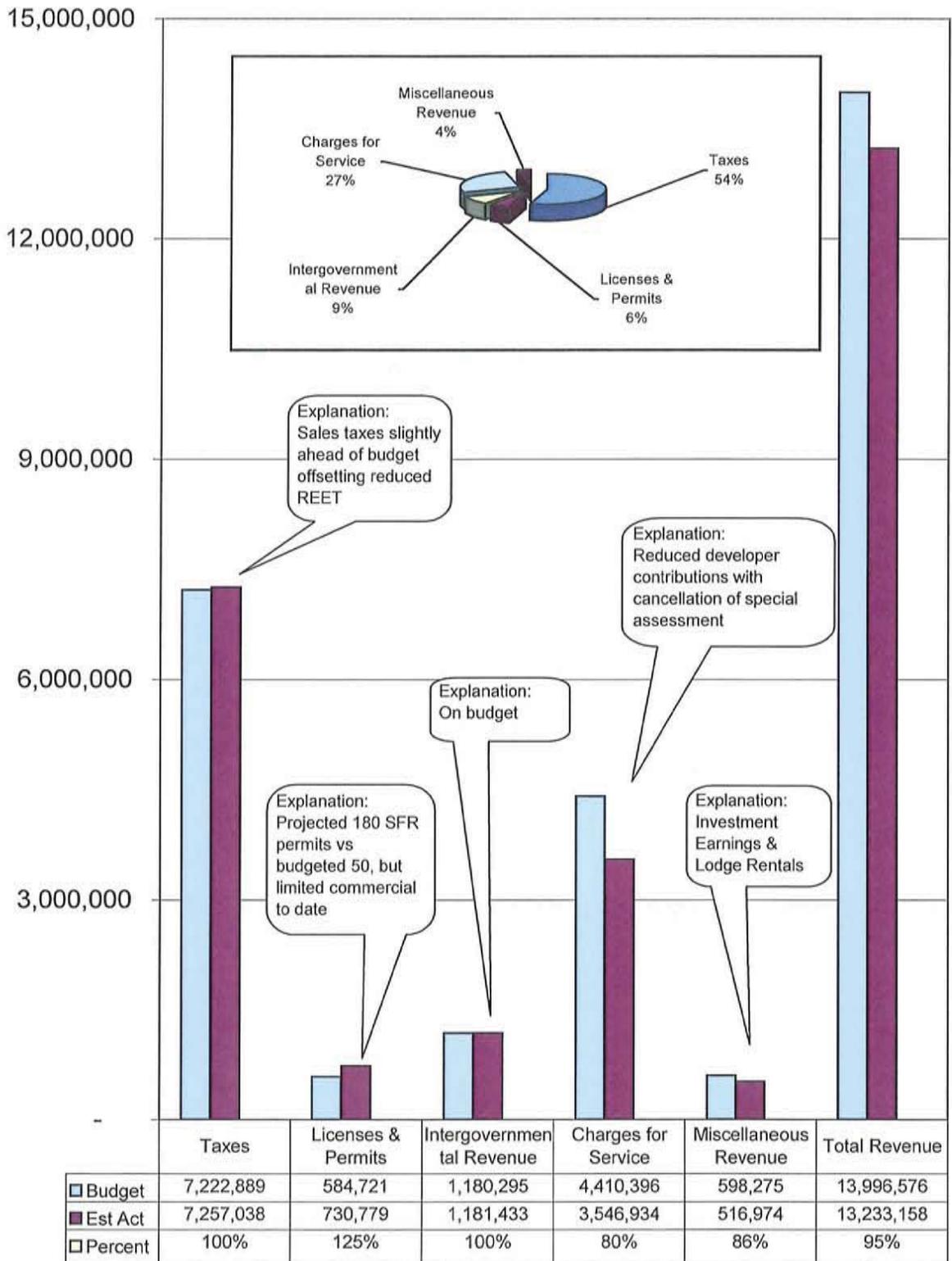
Investment Analysis

C-3

Proposed Budget Amendment

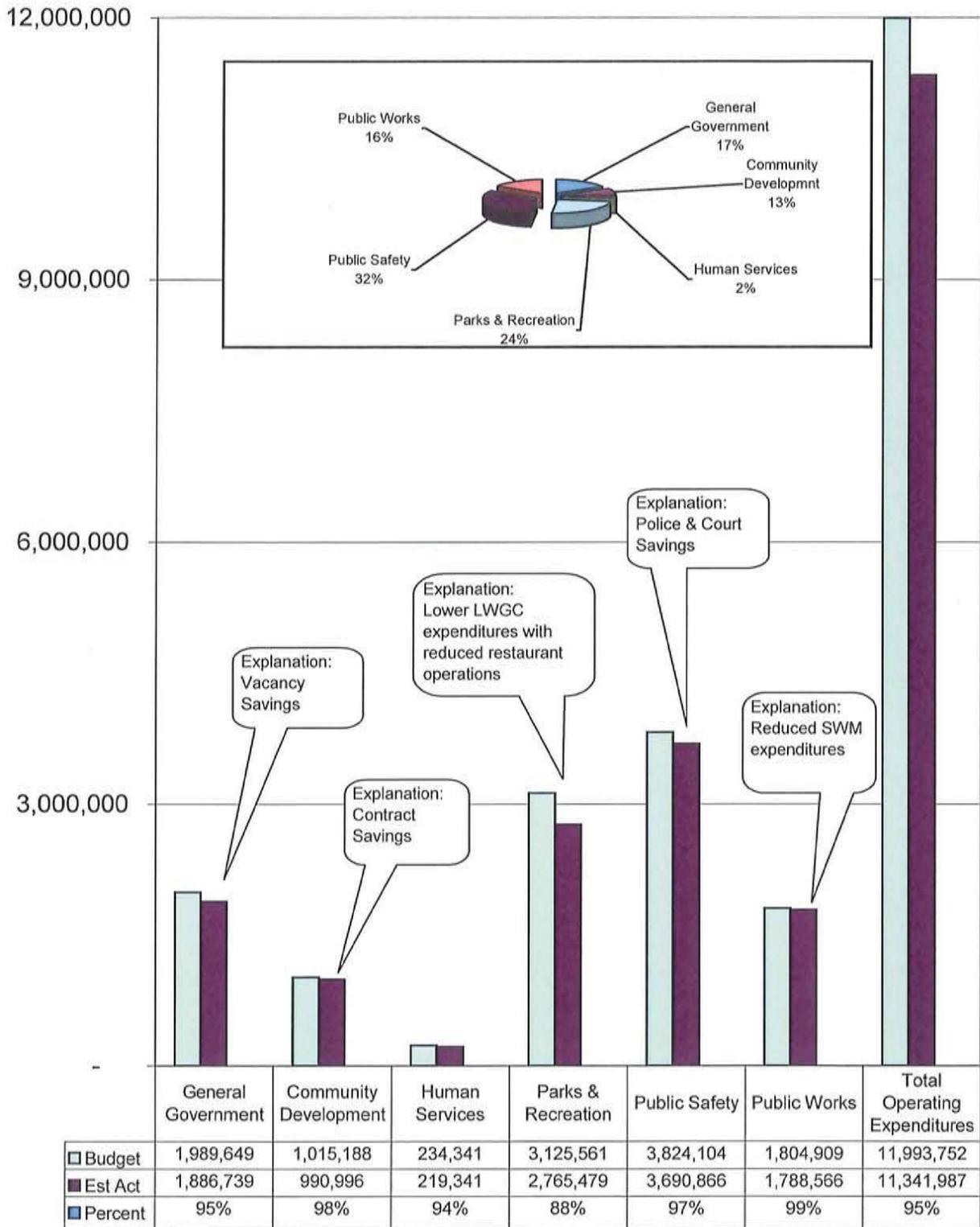
C-4

Revenue by Source
All Funds (less Capital Grants)
 Budget vs Estimated Actual (YTD Projection as of 03/31/11)



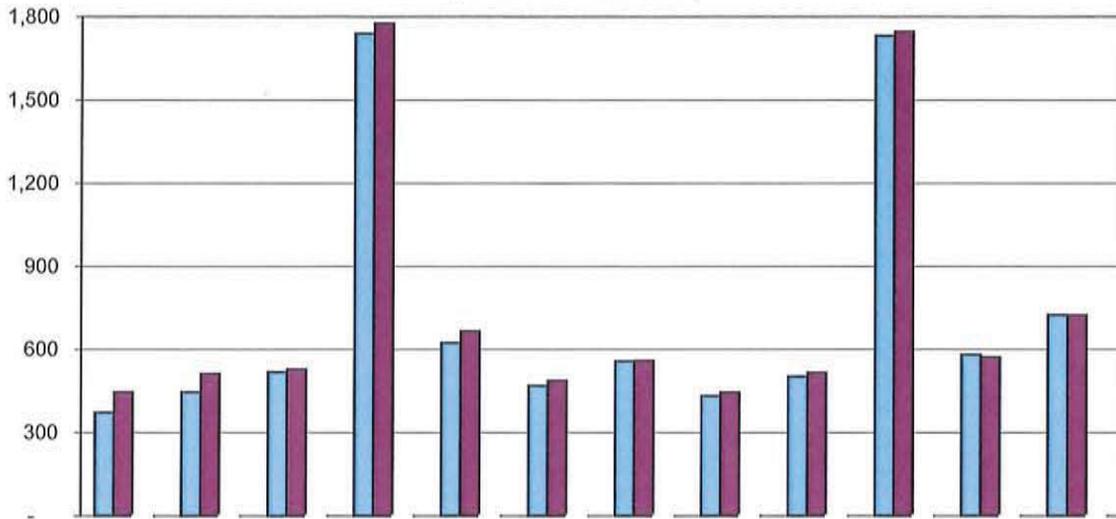
Operating Expenditures by Program All Funds

Budget vs Estimated Actual (YTD Projection as of 03/31/11)



General Fund Revenue (By Month)

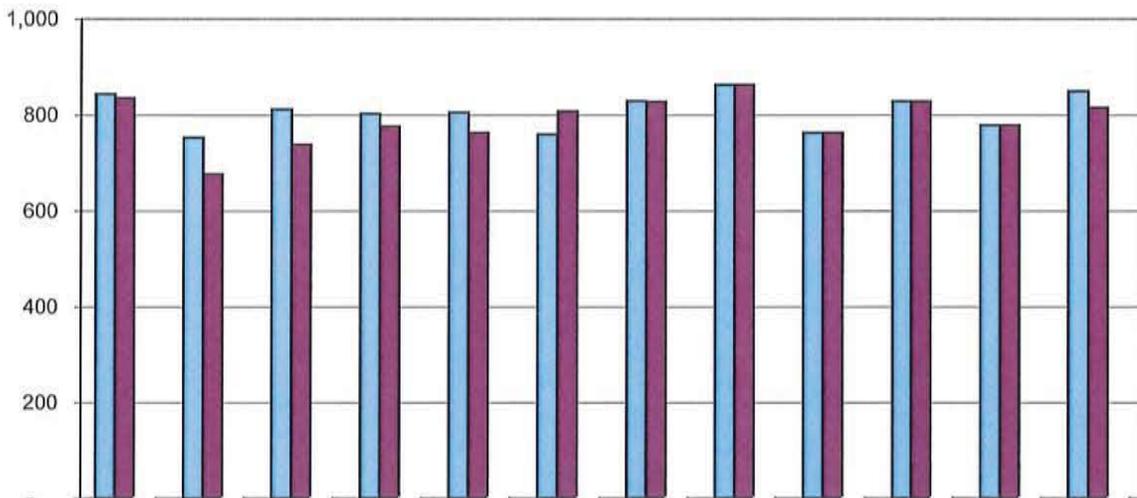
Budget vs Estimated Actual (YTD Projection as of 03/31/11)
(Amounts in thousands)



	J	F	M	A	M	J	J	A	S	O	N	D
■ Budget	372	446	518	1,739	623	469	556	432	502	1,731	581	724
■ Est Act	445	512	529	1,776	666	487	559	445	515	1,746	572	723
■ Projected %	120%	117%	111%	106%	106%	106%	105%	105%	105%	104%	104%	103%

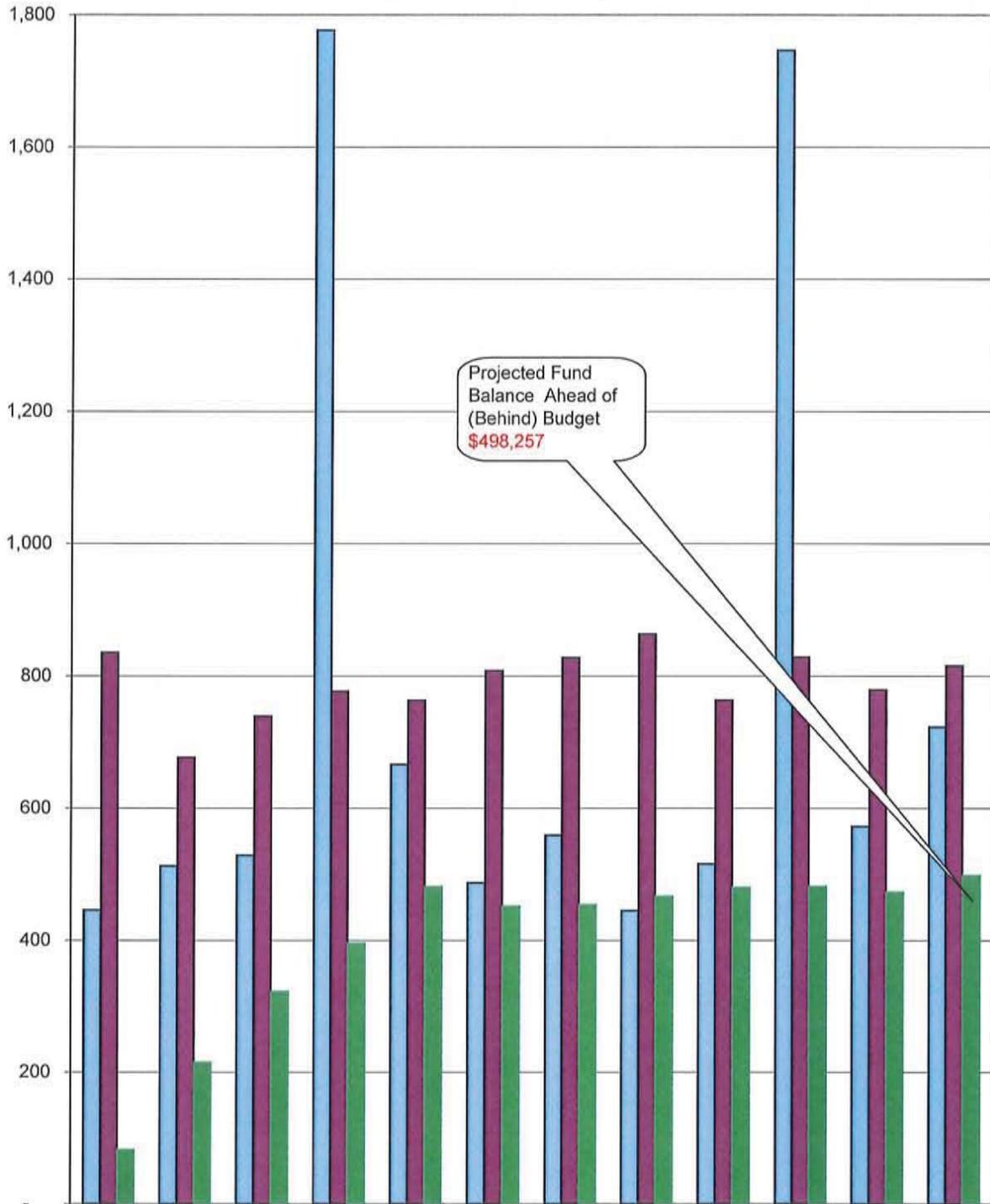
General Fund Expenditures (By Month)

Budget vs Estimated Actual (YTD Projection as of 03/31/11)
(Amounts in thousands)



	J	F	M	A	M	J	J	A	S	O	N	D
■ Budget	844	753	812	802	806	760	829	863	763	828	779	850
■ Est Act	835	677	739	776	763	808	828	863	763	828	779	815
■ Projected %	99%	95%	93%	94%	94%	96%	97%	97%	98%	98%	98%	98%

General Fund
Revenue, Expenditures, and Change in Fund Balances (By Month)
 Estimated Actual (YTD Projection as of 03/31/11)
 (Amounts in thousands)



	J	F	M	A	M	J	J	A	S	O	N	D
Revenue	445	512	529	1,776	666	487	559	445	515	1,746	572	723
Expenditures	835	677	739	776	763	808	828	863	763	828	779	815
Add'l Fnd Bal	83	215	323	395	481	452	454	467	480	482	473	498

General Fund - Summary

Revenue and Expenditure Summary
As of March 31, 2011

	2011 YTD	2011 Budget	2011 Est Act	% of Budget
REVENUE				
Taxes	974,592	6,646,608	6,696,873	101%
Licenses & Permits	132,099	584,721	730,779	125%
Intergovernmental Revenue	101,646	453,573	457,381	101%
Charges for Service	182,482	591,513	653,863	111%
Fines & Forfeitures	43,269	106,977	122,764	115%
Miscellaneous Revenue	52,237	309,550	314,115	101%
Total Revenue	1,486,325	8,692,942	8,975,775	103%
	17%		103%	
EXPENDITURES				
General Government	455,750	1,989,649	1,886,739	95%
Community Development	250,092	1,015,188	990,996	98%
Human Services	50,753	234,341	219,341	94%
Parks & Recreation	338,928	1,642,325	1,635,037	100%
Public Safety	900,418	3,824,104	3,690,866	97%
Public Works	254,267	982,698	1,049,902	107%
Total Expenditures	2,250,209	9,688,305	9,472,881	98%
	23%		98%	
Revenue over (under) Expenditures	(763,884)	(995,363)	(497,106)	
OTHER SOURCES AND (USES)				
Transfer in from Special Revenue Funds	181,483	495,907	495,907	100%
Transfer in from Enterprise Funds	2,944	57,188	57,188	100%
Transfer out to Capital Project Funds	-	(27,609)	(27,609)	100%
Total Other Sources and (Uses)	184,427	525,486	525,486	100%
Beginning Fund Balance	2,083,806	2,083,805	2,083,806	
Ending Fund Balance	1,504,349	1,613,928	2,112,185	131%
Percent of Expenditures		17%	22%	
Ahead of (Behind) Budget	(109,579)		498,257	
PERCENT OF DEPARTMENT EXPENDITURES SUPPORTED BY REVENUE				
Community Development	76%	44%	64%	
Parks & Recreation	29%	33%	34%	
Police	3%	2%	2%	
Court	165%	116%	142%	
Court, Prosecutor & Jail by Court Revenue	89%	56%	69%	
Public Works, except Street	53%	51%	53%	

General Fund - Detail

Revenue and Expenditure Detail
As of March 31, 2011

	2011 YTD	2011 Budget	2011 Est Act	% of Budget
	25%			
REVENUE				
Governmental Revenue				
Taxes				
Regular Property Tax	86,467	3,142,481	3,141,821	100%
Sales Tax - Locally Generated	392,277	1,444,590	1,497,958	104%
Sales Tax - .1% Criminal Justice	113,797	430,409	433,596	101%
Utility Tax	382,050	1,588,128	1,585,083	100%
Gambling Tax	-	41,000	38,415	94%
	974,592	6,646,608	6,696,873	101%
Licenses & Permits				
Special Licenses	840	1,060	960	91%
Franchise Fee - Cable TV	-	286,588	282,302	99%
	840	287,648	283,262	98%
Intergovernmental Revenue				
Local Government Assistance	11,400	50,000	55,874	112%
Liquor Excise and Profits	70,022	284,961	277,211	97%
	81,422	334,961	333,085	99%
Charges for Service				
Miscellaneous Charges	3,252	12,096	10,110	84%
	3,252	12,096	10,110	84%
Miscellaneous Revenue				
Investment Earnings	6,650	26,601	16,840	63%
Miscellaneous Other	10,229	3,808	12,686	333%
	16,879	30,409	29,526	97%
Departmental Revenue				
Community Development				
Licenses and Permits	123,852	272,790	421,925	155%
Charges for Services	66,856	170,523	210,528	123%
Fines & Forfeitures	-	175	100	57%
	190,708	443,488	632,553	143%
Parks & Recreation				
Charges for Services	63,800	261,000	265,292	102%
Miscellaneous Revenue	34,978	277,569	282,951	102%
	98,778	538,569	548,243	102%
Police				
Intergovernmental Revenue	20,224	68,612	74,296	108%
Charges for Services	1,800	6,290	7,228	115%
Fines & Forfeitures	175	867	898	104%
Miscellaneous Revenue	-	250	250	100%
	22,199	76,019	82,672	109%
Court				
Charges for Services	15,359	33,692	40,459	120%
Fines & Forfeitures	43,094	105,935	121,766	115%
Miscellaneous Revenue	380	1,322	1,389	105%
	58,833	140,949	163,614	116%
Public Works				
Licenses and Permits	7,407	24,283	25,593	105%
Intergovernmental Revenue	-	50,000	50,000	100%
Charges for Services	31,415	107,912	120,245	111%
	38,822	182,195	195,837	107%
Total Revenue	1,486,325	8,692,942	8,975,775	103%
	17%		103%	

General Fund - Detail

Revenue and Expenditure Detail
As of March 31, 2011

	2011 YTD	2011 Budget	2011 Est Act	% of Budget
	25%			
EXPENDITURES				
General Government				
City Council	47,860	120,239	115,849	96%
City Manager	112,406	430,851	434,429	101%
Human Resources	21,368	75,919	78,308	103%
City Clerk	108,224	501,161	459,551	92%
City Attorney	41,737	270,443	244,115	90%
Prosecuter	11,632	50,000	49,139	98%
Finance	112,523	541,036	505,347	93%
	455,750	1,989,649	1,886,739	95%
Community Development				
Planning	115,204	430,122	427,964	99%
Building	132,736	550,066	534,896	97%
Fire Marshal	2,153	35,000	28,135	80%
	250,092	1,015,188	990,996	98%
Human Services	50,753	234,341	219,341	94%
	50,753	234,341	219,341	94%
Parks & Recreation				
Parks Administration	30,568	135,151	125,305	93%
Parks Maintenance	68,827	397,513	377,483	95%
Lake Wilderness Lodge	114,101	406,760	408,930	101%
Recreation & Events	122,690	644,319	666,929	104%
Community Service Agencies	2,742	58,582	56,391	96%
	338,928	1,642,325	1,635,037	100%
Public Safety				
Police	845,717	3,622,442	3,501,644	97%
Jail	19,027	79,662	73,684	92%
Court	35,675	122,000	115,538	95%
	900,418	3,824,104	3,690,866	97%
Public Works				
Development & Administration	55,627	149,407	184,682	124%
Transportation	7,251	72,019	55,612	77%
Street Maintenance	181,483	627,094	679,229	108%
Waste Reduction & Recycling	6,962	76,990	73,769	96%
Lake Management	2,944	57,188	56,611	99%
	254,267	982,698	1,049,902	107%
Total Expenditures	2,250,209	9,688,305	9,472,881	98%
	23%		98%	
Other Sources and (Uses)				
Transfer in from SR - Street Fund	181,483	495,907	495,907	100%
Transfer in from EN - Surface Water Management Fund	2,944	57,188	57,188	100%
Transfer out to CP - Community Center	-	(27,609)	(27,609)	100%
Total Other Sources and (Uses)	184,427	525,486	525,486	100%

Special Revenue Funds

Revenue and Expenditure Summary As of March 31, 2011

	2011 YTD	2011 Budget	2011 Est Act	% of Budget
	25%			
REVENUE				
Taxes				
Real Estate Excise Taxes	98,154	576,281	560,165	97%
	98,154	576,281	560,165	97%
Intergovernmental Revenue				
State Shared Revenue	115,494	495,907	493,620	100%
KC Open Space & Regional Trails Levy	839	40,000	39,618	99%
	116,333	535,907	533,237	100%
Charges for Service				
Transportation Impact Fees	164,963	496,593	562,127	113%
Transportation Contributions	(390,753)	519,758	(390,753)	-75%
Park Impact Fees	145,962	137,700	503,257	365%
	(77,074)	1,154,051	677,385	59%
Miscellaneous Revenue				
Investment Earnings	15,306	135,603	50,067	37%
Miscellaneous Other	7	198	197	99%
	15,313	135,801	50,264	37%
Total Revenue	152,726	2,402,040	1,821,051	76%
	6%	132%	76%	
Other Sources and (Uses)				
Transfer out to General Fund	(181,483)	(495,907)	(495,907)	100%
Transfer out to Capital Project Funds	(792,709)	(5,181,895)	(5,184,384)	100%
Total Other Sources and (Uses)	(974,193)	(5,677,802)	(5,680,291)	100%
	17%			
Beginning Fund Balance	9,900,220	9,900,220	9,900,220	
Ending Fund Balance	9,078,754	6,624,458	6,040,980	91%
Ahead of (Behind) Budget	2,454,296		(583,478)	

Surface Water Management Fund

Revenue and Expenditure Summary

As of March 31, 2011

	2011 YTD	2011 Budget	2011 Est Act	% of Budget
	25%			
REVENUE				
Intergovernmental Revenue				
NPDES Grant	19,499	157,494	157,494	100%
KCD Grant - Lake Lucerne Outfall	-	9,634	9,634	100%
KC Flood Control Zone District Grant	-	23,687	23,687	100%
Total Intergovernmental Revenue	19,499	190,815	190,815	100%
Charges for Service				
Inspection Fees	3,835	7,584	8,590	113%
Surface Water Management Fees	26,009	1,075,211	1,028,554	96%
Total Charges for Service	29,844	1,082,795	1,037,144	96%
Miscellaneous Revenue				
Investment Earnings	8,161	36,206	18,215	50%
Miscellaneous Other	3,679	1,946	3,679	189%
Total Miscellaneous Revenue	11,840	38,152	21,894	57%
Total Revenue	61,184	1,311,762	1,249,854	95%
	5%		95%	
EXPENDITURES				
Operating				
Operating	82,982	716,870	656,111	92%
NPDES	8,371	105,341	82,553	78%
Total Operating	91,353	822,211	738,664	90%
	11%		90%	
Capital				
Water Quality Retrofits	-	50,000	50,000	100%
Lake Lucerne Outlet Restoration Project	6,382	96,841	96,841	100%
Miscellaneous Drainage Improvements	-	250,000	250,000	100%
Total Capital	6,382	396,841	396,841	100%
Total Expenditures	97,735	1,219,052	1,135,505	93%
	8%		93%	
Revenue over (under) Expenditures	(36,551)	92,710	114,349	123%
Other Sources and (Uses)				
Transfer out to General Fund	(2,944)	(57,188)	(57,188)	100%
Transfer out to CP - Maintenance Facility	(17,822)	(225,000)	(225,000)	100%
Transfer out to CP - SR 169 - Witte Road to 228th Ave SE	-	(200,000)	(195,655)	98%
Transfer out to CP - Witte Road & SE 248th Street Intersection	-	(200,000)	(120,773)	60%
Total Other Sources and (Uses)	(20,767)	(682,188)	(598,616)	88%
Beginning Fund Balance	2,387,869	2,387,869	2,387,869	
Ending Fund Balance	2,330,552	1,798,391	1,903,601	106%
Ahead of (Behind) Budget	532,161		105,210	

Lake Wilderness Golf Course Fund

Revenue and Expenditure Summary

As of March 31, 2011

	2011 YTD	2011 Budget	2011 Est Act	% of Budget
	25%			
REVENUE				
Charges for Service				
Course Operations				
Pro Shop Sales	5,938	53,000	48,451	91%
Green Fees	37,776	669,037	601,318	90%
Cart Rentals	7,572	155,000	138,546	89%
Total Course Operations	51,285	877,037	788,316	90%
Restaurant Operations				
Food & Beverage Sales	46,111	705,000	389,426	55%
Facility Rentals	-		800	
Total Restaurant Operations	46,111	705,000	390,226	55%
Total Charges for Service	97,396	1,582,037	1,178,541	74%
Miscellaneous Revenue				
Investment Earnings	17	200	(124)	-62%
Other Miscellaneous Revenue	(29)		(29)	
Total Miscellaneous Revenue	(12)	200	(153)	-77%
Total Revenue	97,384	1,582,237	1,178,388	74%
	6%		74%	
EXPENDITURES				
Course Operations				
Cost of Sales - Pro Shop	5,260	37,000	38,917	105%
Contracted Salary & Benefits	57,769	279,946	270,779	97%
Other	31,355	169,044	154,702	92%
Cost Allocation	32,064	153,664	138,297	90%
Total Course Operations	126,447	639,654	602,695	94%
Percent Coverage	41%	137%	131%	
Restaurant Operations				
Cost of Sales	17,195	276,699	154,827	56%
Contracted Salary & Benefits	31,842	280,000	161,385	58%
Other	11,726	133,220	73,237	55%
Cost Allocation	32,064	153,664	138,297	90%
Total Restaurant Operations	92,827	843,583	527,746	63%
Percent Coverage	50%	84%	74%	
Total Operations	219,274	1,483,236	1,130,442	76%
Percent of Budget	15%		76%	
Net Operating Revenue	(121,891)	99,001	47,946	
Capital				
Capital Expenditures	-	57,796	19,650	34%
Total Capital	-	57,796	19,650	34%
Total Expenditures	219,274	1,541,032	1,150,092	75%
	14%		75%	
Revenue over (under) Expenditures	(121,891)	41,205	28,296	69%
Beginning Fund Balance	-		-	
Ending Fund Balance	(121,891)	41,205	28,296	
Ahead of (Behind) Budget			(12,909)	

Capital Projects Fund

Revenue and Expenditure Summary

As of March 31, 2011

	2011 YTD	2011 Budget	2011 Est Act	% of Budget	Source of Funds
	25%				
REVENUE					
Intergovernmental Revenue					
Lake Wilderness Trail	-	128,762	128,762	100%	
SR 169 - SE 264th St to SE 258th St	34,246	1,925,289	1,925,289	100%	
Total Intergovernmental Revenue	34,246	2,054,051	2,054,051	100%	
Total Revenue	34,246	2,054,051	2,054,051	100%	
	2%		100%		
EXPENDITURES					
Transportation Program					
Maple Valley Highway Corridor					
SR 169 - SR 516 to SE 264th Street	8,917		8,917		
SR 169 - Witte Road to 228th Street	37,041	1,705,167	1,705,167	100%	T/R
SR 169 - SE 264th to 258th Street	34,246	1,925,289	1,925,289	100%	Gr/T/R
SR 169 & SE 244th Street Intersection	-	75,000	75,000		
Witte Road Corridor					
Witte Road - SE 248th St Intersection	717,207	2,037,698	1,947,698	96%	T/R/W
Other Corridors and Non Corridors					
Asphalt Overlay Program	1,127	200,000	200,000	100%	S/R
Miscellaneous Street Improvements	4,993	100,000	100,000	100%	R
Lake Wilderness Trail	9,721	171,652	171,652	100%	Gr/T/R
Transportation Plan Update	4,107	92,892	92,892	100%	S
	817,359	6,307,698	6,226,615	99%	
Parks Program					
Lake Wilderness Park	-	400,000	400,000	100%	P
	-	400,000	400,000	100%	
Community Facilities Program					
Community Center	-	27,609	27,609	100%	G
Maple Valley Place Legacy Project	-	50,000	50,000	100%	G/R
City Maintenance Facility	27,419	346,153	346,153	100%	R/W
	27,419	423,762	423,762	100%	
Debt Service Program					
2004 Infrastructure Loan Debt Service	-	197,544	197,544	100%	T/R
2005 Refunding Debt Service	-	559,551	559,551	100%	G/T
	-	757,095	757,096	100%	
Total Expenditures	844,778	7,888,555	7,807,472	99%	
	11%		99%		
Revenue over (under) Expenditures	(810,532)	(5,834,504)	(5,753,421)		
Other Sources and (Uses)					
Transfer in from General Fund (G)	-	27,609	27,609	100%	
Transfer in from Street Fund (S)	4,670	192,892	192,892	100%	
Transfer in from Trans Impact Fee Fund (T)	404,998	2,084,107	2,085,984	100%	
Transfer in from Park Development Fund (P)	9,721	217,329	217,329	100%	
Transfer in from Real Estate Ex Tx Fund (R)	373,320	2,687,567	2,688,179	100%	
Transfer in from Surface Water Management Fund (W)	17,822	625,000	541,428	87%	
Total Other Sources and (Uses)	810,532	5,834,504	5,753,421	99%	

City Wide Balance Sheet

		As of March 31, 2011				Last	Last	This
		Cash & Investment	Other Assets	Liabilities & Other Credits	Actual Fund Balance	Month Feb-11	Year End Dec-10	Month Last Year Mar-10
General Fund	a	2,036,481	3,867,425	4,399,557	1,504,349	1,648,243	2,083,805	1,865,698
Street Fund	b	556,523	-	-	556,523	583,917	625,005	731,238
Transportation Impact Fee Fund	c	4,934,733	-	194,215	4,740,517	4,747,377	5,371,749	5,918,874
Park Development Fund	e	980,314	-	-	980,314	939,717	837,234	568,427
Real Estate Excise Tax Fund	f	2,763,177	38,223	-	2,801,400	2,815,896	3,066,232	3,502,295
Capital Projects Fund	i	(274,526)	587,595	313,069	-	-	-	0
Surface Water Management Fund	j	2,284,624	9,234,411	9,188,483	2,330,552	2,323,101	2,387,869	1,834,652
Lake Wilderness Golf Course Fund	k	(59,134)	4,249,941	4,312,698	(121,891)	(78,934)	-	(111,678)
Subtotal		13,222,192	17,977,594	18,408,022	12,791,764	12,979,316	14,371,894	14,309,506
Vehicle Rental Fund	l	178,698	128,206	128,206	178,698	167,146	150,431	103,331
Central Services Fund	m	325,230	91,527	104,822	311,936	305,733	288,021	262,128
Unemployment Trust Fund	n	77,479	-	-	77,479	77,420	77,206	83,810
Capital Assets & Long-term Debt	o		351,140,575	351,140,575	-	-	-	-
		13,803,599	369,337,902	369,781,624	13,359,877	13,529,615	14,887,552	14,758,776
Cash					55,142	241,496	195,927	132,174
Investments					13,748,457	14,198,657	14,617,778	15,200,062
State Pool Interest Rate					0.23%	0.22%	0.26%	0.22%
Total Interest Rate					1.18%	1.14%	1.14%	1.34%
a General Fund								
Property Taxes Receivable			3,121,898					Majority received in April, May, October, November
Other Taxes Receivables			389,583					Accrual of current month taxes received next month
Accounts Receivable			862					Miscellaneous accounts receivable
Accrued Interest Receivable			218,826					Accrued interest & unrealized gain on investments
Due from Other Governments			88,945					Amount due from KC, Tahoma SD and Enumclaw Court
Prepaid Expenses			47,311					Rent for next month paid this month
Payables and Accrued Expenses				1,184,293				Payments next month for current month liabilities
Deposits				7,957				Mainly development deposits - 91 total
Deferred Revenue				3,207,307				Deferred property tax & Lodge revenue
c Transportation Impact Fee Fnd								
Deferred Revenue				194,215				Funds for various road projects, includes assessments
f Real Estate Excise Tax Fund								
Due from Other Governments			38,223					Current month REET received next month
i Capital Projects Fund								
Cash with Fiscal Agent			94,182					Amounts held for retainage
Due from Other Governments			493,413					Grants receivable
Payables and Accrued Expenses				313,069				Payments next month for current month liabilities
j Surface Water Management Fund								
Drainage Utility Receivable			1,052,678					Majority received in April, May, October, November
Due from Other Governments			3,935					Amount collected by KC received next month
Capital Assets & Contributed Capital			8,177,798	8,177,798				
Payables and Accrued Expenses				5,412				Payments next month for current month liabilities
Deferred Revenue				1,005,273				Deferred surface water management fees
k Lake Wilderness Golf Course Fund								
Inventory			54,640					
Capital Assets & Contributed Capital			4,195,301	4,195,301				
Payables and Accrued Expenses				45,663				
Deposits and Deferred Revenue				71,733				
l Vehicle Rental Fund								
Capital Assets & Contributed Capital			128,206	128,206				
m Central Services Fund								
Accounts Recievable			1,986					
Capital Assets & Contributed Capital			89,541	89,541				
Payables and Accrued Expenses				15,281				Payments next month for current month liabilities
o Capital Assets & Long-term Debt								
Capital Assets & Contributed Capital			351,140,575	343,894,271				Fixed assets with no replacement reserve
Compensated Absences				124,769				Accrued leave payable @ 12/31/10
Contracts, Interest and Bonds Payable				7,121,534				

City Wide Revenue, Expense and Fund Balance Statement

	As of March 31, 2011					Budgeted Ending Fund Balance	Est Act Ending Fund Balance
	Revenue	Expendi- tures	Other Sources (Uses)	Beginning Fund Balance	Ending Fund Balance		
General Fund	a 1,486,325	2,250,209	184,427	2,083,806	1,504,349	1,613,928	2,112,185
Street Fund	b 117,671		(186,154)	625,005	556,523	440,809	433,589
Transportation Impact Fee Fund	c (226,234)		(404,998)	5,371,749	4,740,517	4,379,185	3,474,430
Park Development Fund	e 152,801		(9,721)	837,234	980,314	808,962	1,174,983
Real Estate Excise Tax Fund	f 108,488		(373,320)	3,066,232	2,801,400	995,502	957,977
Capital Projects Fund	i 34,246	844,778	810,532	-	-	-	0
Surface Water Management Fund	j 61,184	97,735	(20,767)	2,387,869	2,330,552	1,798,391	1,903,601
Lake Wilderness Golf Course	k 97,384	219,274	-	-	(121,891)	41,205	28,296
Subtotal	1,831,865	3,411,996	(0)	14,371,895	12,791,764	10,077,982	10,085,063
Vehicle Rental Fund	l 3,754		24,513	150,431	178,698	247,470	251,889
Central Services Fund	m 1,145		22,769	288,021	311,936	233,100	285,539
Unemployment Trust Fund	n 273		-	77,206	77,479	56,298	64,849
	1,837,038	3,411,996	47,282	14,887,553	13,359,877	10,614,850	10,687,341

Ending Fund Balance Ahead of Budget

72,491
1%

a General Fund							
Fund balance ahead (behind) of budget	498,257						
Revenue as % of budget	103%						
Expenditures as % of budget	98%						
b Street Fund							
Fund balance ahead (behind) of budget	(7,220)						
Revenue as % of budget	99%						
c Transportation Impact Fee Fund							
Fund balance ahead (behind) of budget	(904,755)	Anticipated developer contributions eliminated with refund of special assessment					
Revenue as % of budget	17%	Revenue below budget with delay in commercial development					
e Park Development Fund							
Fund balance ahead (behind) of budget	366,021	Additional fund balance with delayed capital project transfers					
Revenue as % of budget	294%	Revenue above budget with park impact fees with increased SFR permits					
f Real Estate Excise Tax Fund							
Fund balance ahead (behind) of budget	(37,525)	Revenue below budget continued lag in housing sales					
Revenue as % of budget	94%	Revenue below budget continued lag in housing sales					
j Surface Water Management Fund							
Fund balance ahead (behind) of budget	105,210	Additional fund balance with delayed capital program					
Revenue as % of budget	95%						
Expenditures as % of budget	93%	Under expenditure of both operating and capital budgets					
k Lake Wilderness Golf Course							
Fund balance ahead (behind) of budget	(12,909)						
Revenue as % of budget	74%	Golf lower with bad weather, restaurant lower with reduced operations					
Expenditures as % of budget	76%	Golf below budget, restaurant budget with reduced operations					

		Settlement Date	Earliest Maturity	Call	Latest Maturity	Days to Latest Maturity	Interest Rate	Investment Amount
Local Government Investment Pool	State Pool	5/19/2011	5/20/2011		3/31/2011	0	0.23%	7,595,274
Certificate of Deposit	Columbia Bank	2/5/2009	8/5/2011	N	8/5/2011	127	2.32%	1,000,000
Federal National Mortgage Assn	Bank of America	5/5/2010	5/18/2012	N	5/18/2012	414	1.12%	1,055,702
Federal Home Loan Bank	Bank of America	11/24/2009	12/14/2012	N	12/14/2012	624	1.61%	1,002,792
Federal National Mortgage Assn	Seattle Northwest	6/2/2009	3/25/2013	N	3/25/2013	725	2.21%	1,039,727
Federal Home Loan Mortgage Corp	Seattle Northwest	8/7/2009	7/28/2014	N	7/28/2014	1215	2.98%	1,000,800
Federal Home Loan Bank	Bank of America	6/3/2009	12/21/2015	N	12/21/2015	1726	3.80%	1,054,163
Total City Directed Investment Portfolio							2.34%	6,153,183
Total Investment Portfolio							1.18%	13,748,457

Policy	Policy	Actual
No more than 50% beyond 12 months	<50%	37%
Average maturity may not exceed 2 years, amount in days	<730	362
No more than 15% from one investment, except State Pool	<15%	8%
No more than 25% from a single issuer, except State Pool	<25%	15%
No more than 3% in commercial paper	<3%	0%
At least 10% in overnight	>10%	55%
Overall interest rate greater than State Pool	>Pool	0.94%
Annualized Interest Earnings above (below) the State Pool		\$129,643
Daily Interest Earnings above (below) the State Pool		\$ 355

- (C) Continuously callable from earliest maturity
- (N) Non callable
- (O) One Time callable on earliest maturity only
- (Q) Quarterly callable from earliest maturity
- (S) Semi-annually callable from earliest maturity

Investment Analysis

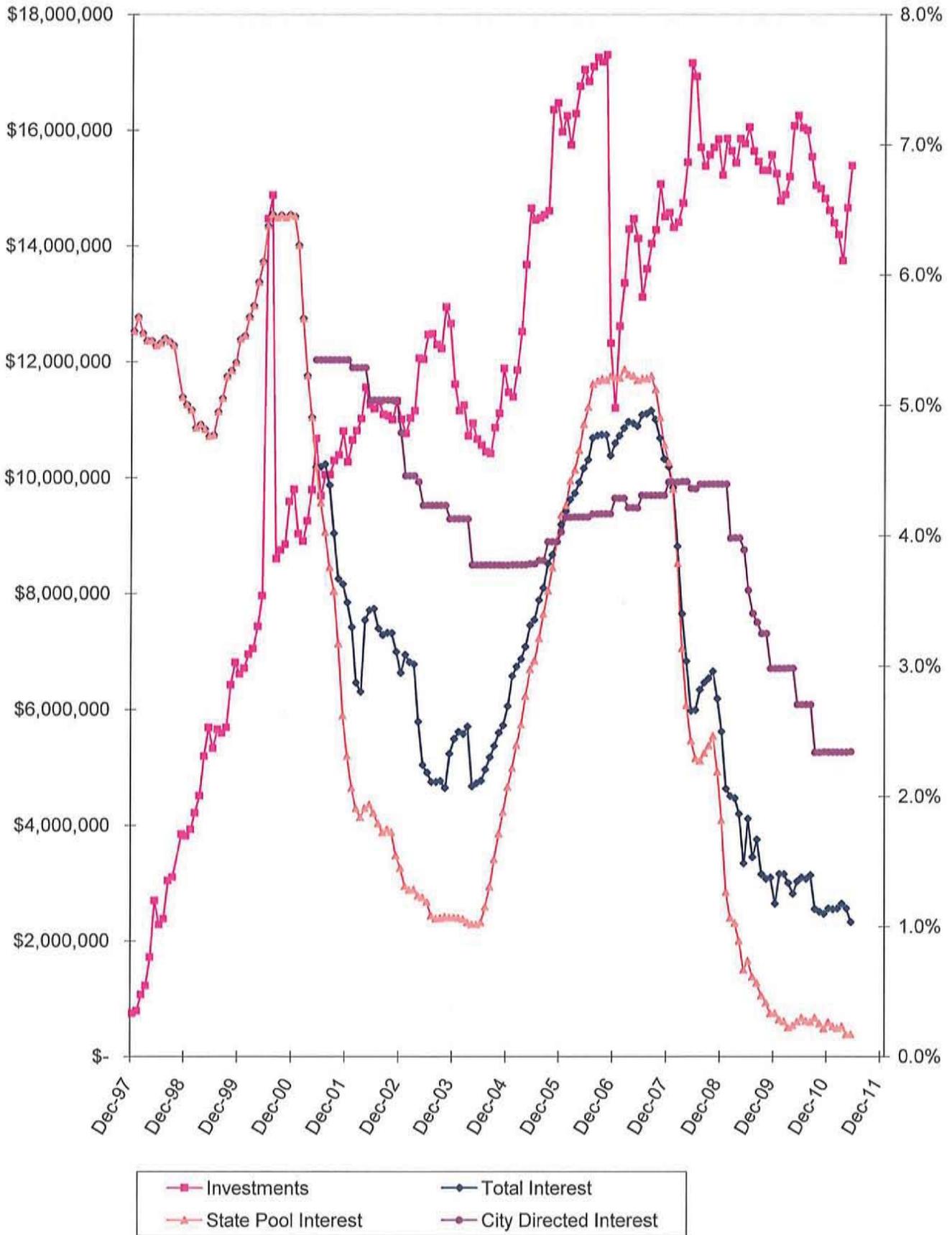
Date of Evaluation: 05/19/11

		Settlement Date	Earliest Maturity	Call	Latest Maturity	Days to Latest Maturity	Interest Rate	Investment Amount
Local Government Investment Pool	State Pool	5/19/2011	5/20/2011		5/20/2011	1	0.17%	9,257,380
Certificate of Deposit	Mt Rainier Bank	2/5/2009	8/5/2011	N	8/5/2011	77	2.32%	1,000,000
Federal National Mortgage Assn	Bank of America	5/5/2010	5/18/2012	N	5/18/2012	364	1.12%	1,037,238
Federal Home Loan Bank	Bank of America	11/24/2009	12/14/2012	N	12/14/2012	574	1.61%	1,002,792
Federal National Mortgage Assn	Seattle Northwest	6/2/2009	3/25/2013	N	3/25/2013	675	2.21%	1,039,727
Federal Home Loan Mortgage Corp	Seattle Northwest	8/7/2009	7/28/2014	N	7/28/2014	1165	2.98%	1,000,800
Federal Home Loan Bank	Bank of America	6/3/2009	12/21/2015	N	12/21/2015	1676	3.80%	1,054,163
Total City Directed Investment Portfolio							2.34%	6,134,720
Total Investment Portfolio							1.04%	15,392,100

Policy	Policy	Actual
No more than 50% beyond 12 months	<50%	27%
Average maturity may not exceed 2 years, amount in days	<730	304
No more than 15% from one investment, except State Pool	<15%	7%
No more than 25% from a single issuer, except State Pool	<25%	13%
No more than 3% in commercial paper	<3%	0%
At least 10% in overnight	>10%	60%
Overall interest rate greater than State Pool	>Pool	0.87%
Annualized Interest Earnings above (below) the State Pool		\$133,283
Daily Interest Earnings above (below) the State Pool		\$ 365

- (C) Continuously callable from earliest maturity
- (N) Non callable
- (O) One Time callable on earliest maturity only
- (Q) Quarterly callable from earliest maturity
- (S) Semi-annually callable from earliest maturity

Investments and Interest Rates



City of Maple Valley
 1st Quarter Budget Amendment Summary
 Fund Summary

<u>Council Date</u>	<u>Beginning Fund Balance</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Other Sources (Uses)</u>	<u>Ending Fund Balance</u>
General Fund	-	-	-	-	-
Special Revenue Funds					
Street Fund	-	-	-	-	-
Transportation Impact Fee Fund					
2/14/2011 CY 4 Corner's Spec Assmnt Repeal		(519,758)		-	
2/14/2011 PY 4 Corner's Spec Assmnt - KRG		(410,457)		-	
2/14/2011 PY 4 Corner's Spec Assmnt - SBI		(44,826)		-	
	-	(975,041)	-	-	(975,041)
Real Estate Excise Tax Fund	-	-	-	-	-
Park Development Fund	-	-	-	-	-
Capital Projects Funds	-	-	-	-	-
Enterprise Funds					
Surface Water Management Fund	-	-	-	-	-
Lake Wilderness Golf Course	-	-	-	-	-
Internal Service Funds					
Vehicle Rental Fund	-	-	-	-	-
Central Services Fund	-	-	-	-	-
Unemployment Trust Fund	-	-	-	-	-
	-	(975,041)	-	-	(975,041)

<u>Council Date</u>	<u>Beginning Fund Balance</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Other Sources (Uses)</u>	<u>Ending Fund Balance</u>
2/14/2011 CY 4 Corner's Spec Assmnt Repeal	-	(519,758)	-		(519,758)
2/14/2011 PY 4 Corner's Spec Assmnt - KRG	-	(410,457)	-		(410,457)
2/14/2011 PY 4 Corner's Spec Assmnt - SBI	-	(44,826)	-		(44,826)
	-	(975,041)	-	-	(975,041)

City of Maple Valley
Budget Amendment Ordinance

Budget Amendment

	Approved Budget	Budget Amendment	Amended Budget
General Fund	9,688,304		9,688,304
Capital Projects Funds	7,888,554		7,888,554
Surface Water Management Fund	1,219,052		1,219,052
Lake Wilderness Golf Course Fund	1,541,033		1,541,033
	20,336,944		20,336,944

Budget Summary

	Beginning Fund Balance	Revenues	Expenditures	Other Sources (Uses)	Ending Fund Balance
General Fund	2,083,805	8,692,942	9,688,304	525,486	1,613,928
Special Revenue Funds					
Street Fund	625,005	504,603		(688,799)	440,809
Transportation Impact Fee Fund	5,371,749	116,502		(2,084,107)	3,404,144
Park Development Fund	837,234	189,057		(217,329)	808,962
Real Estate Excise Tax Fund	3,066,232	616,838		(2,687,567)	995,503
Capital Projects Funds		2,054,050	7,888,554	5,834,505	(0)
Enterprise Fund					
Surface Water Management Fund	2,387,869	1,311,762	1,219,052	(682,188)	1,798,390
Lake Wilderness Golf Course	0	1,582,237	1,541,033		41,204
Subtotal	14,371,894	15,067,990	20,336,944		9,102,940
Internal Service Funds (External Revenue Only)					
Vehicle Rental Fund	150,431	2,283		94,756	247,470
Central Services Fund	288,021	4,220		(59,141)	233,100
Unemployment Trust	77,206	1,092		(22,000)	56,298
	14,887,552	15,075,585	20,336,944	13,615	9,639,808

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City of Maple Valley

Monthly Financial Report

As of March 31, 2011

Balance Sheet

@ March 31, 2011

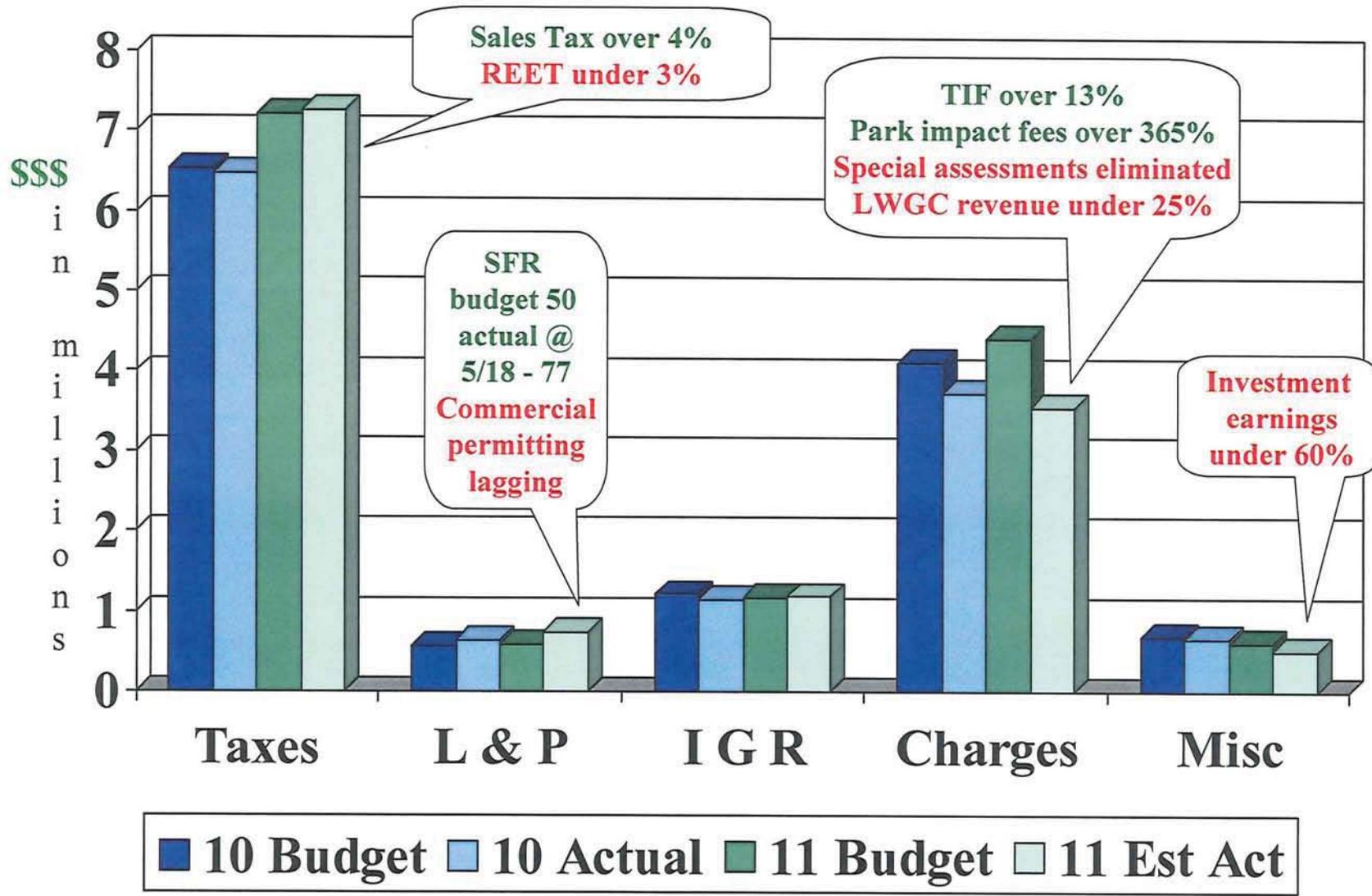
	<u>As of March 31, 2011</u>	<u>03/31/10</u>
Cash	55,142	132,174
Investments	13,748,457	15,200,062
Other Current Assets	5,604,495	6,066,488
Capital Assets	363,733,407	367,907,007
Payables and Accrued Expenses	1,563,718	1,253,809
Deposits and Deferred Revenue	4,486,486	5,386,140
Long Term Liabilities	7,246,303	7,800,012
Investments in Capital Assets	356,485,117	360,106,994
Fund Balance	13,359,877	14,758,776
	383,141,501	389,305,732

Fund Balance Allocations

@ March 31, 2011

	As of March 31, 2011	03/31/10
General Fund Fund Balance	1,504,349	1,865,698
Percent of Expenditures	16%	21%
Reserved for Transportation Capital - City (SF)	556,523	731,238
Reserved for Transportation Capital - Developer (TIF)	4,740,517	5,918,874
Reserved for Park Capital (PD)	980,314	568,427
Reserved for Trans & Other Capital (REET)	2,801,400	3,502,295
Reserved for Surface Water Management	2,330,552	1,834,652
Reserved for Lake Wilderness Golf Course	(121,891)	(111,678)
Reserved for Vehicle & Computer Replacement	490,633	365,460
Reserved for Unemployment Claims	77,479	83,810
	13,359,877	14,758,776

Revenue by Source



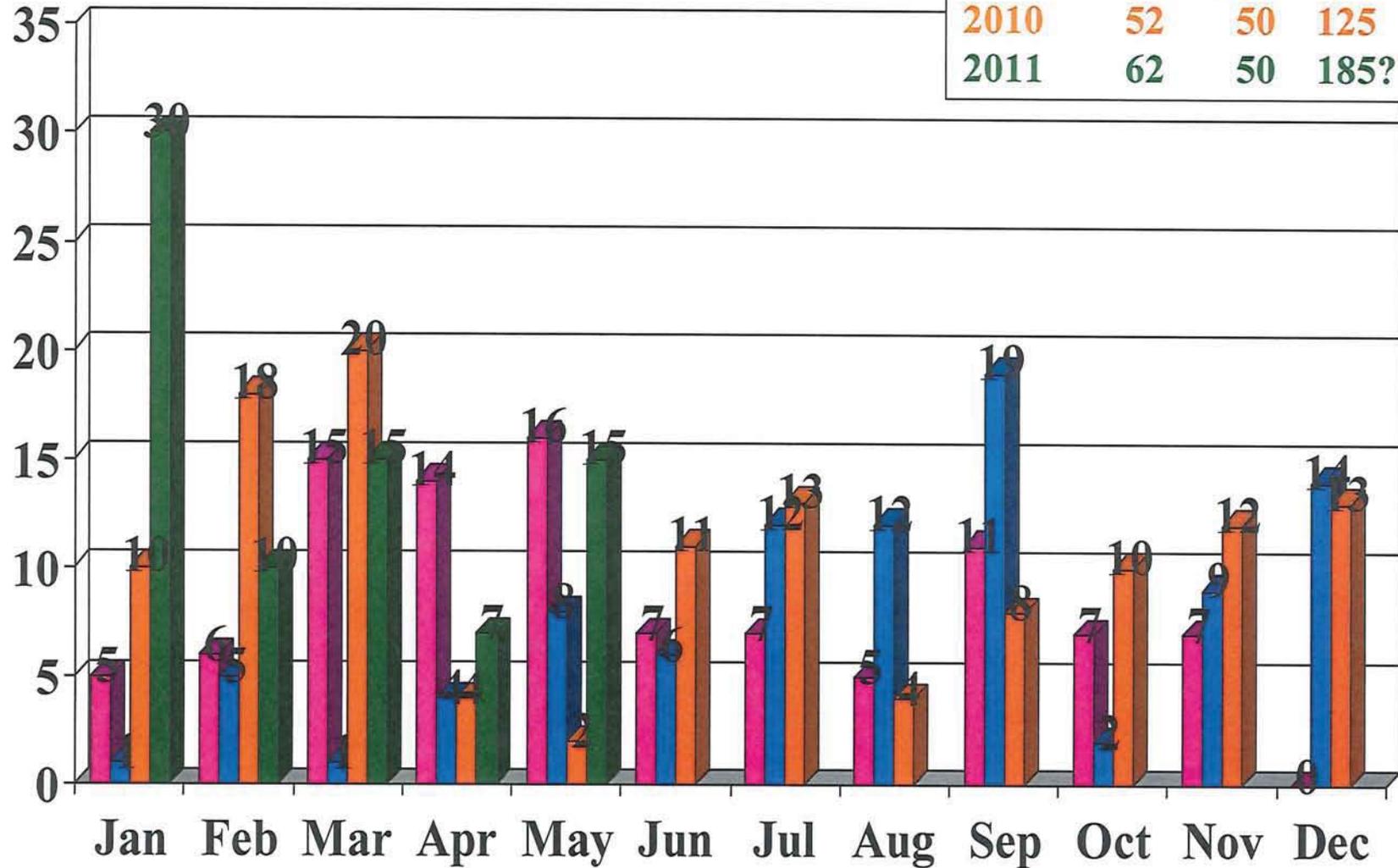
Under Collection in 2010 3%

Under Collection in 2011 5%

SFR Building Permits

– Indicator of Future Operating Revenue

	Apr	Bud	YE
2008	40	150	98
2009	11	100	93
2010	52	50	125
2011	62	50	185?



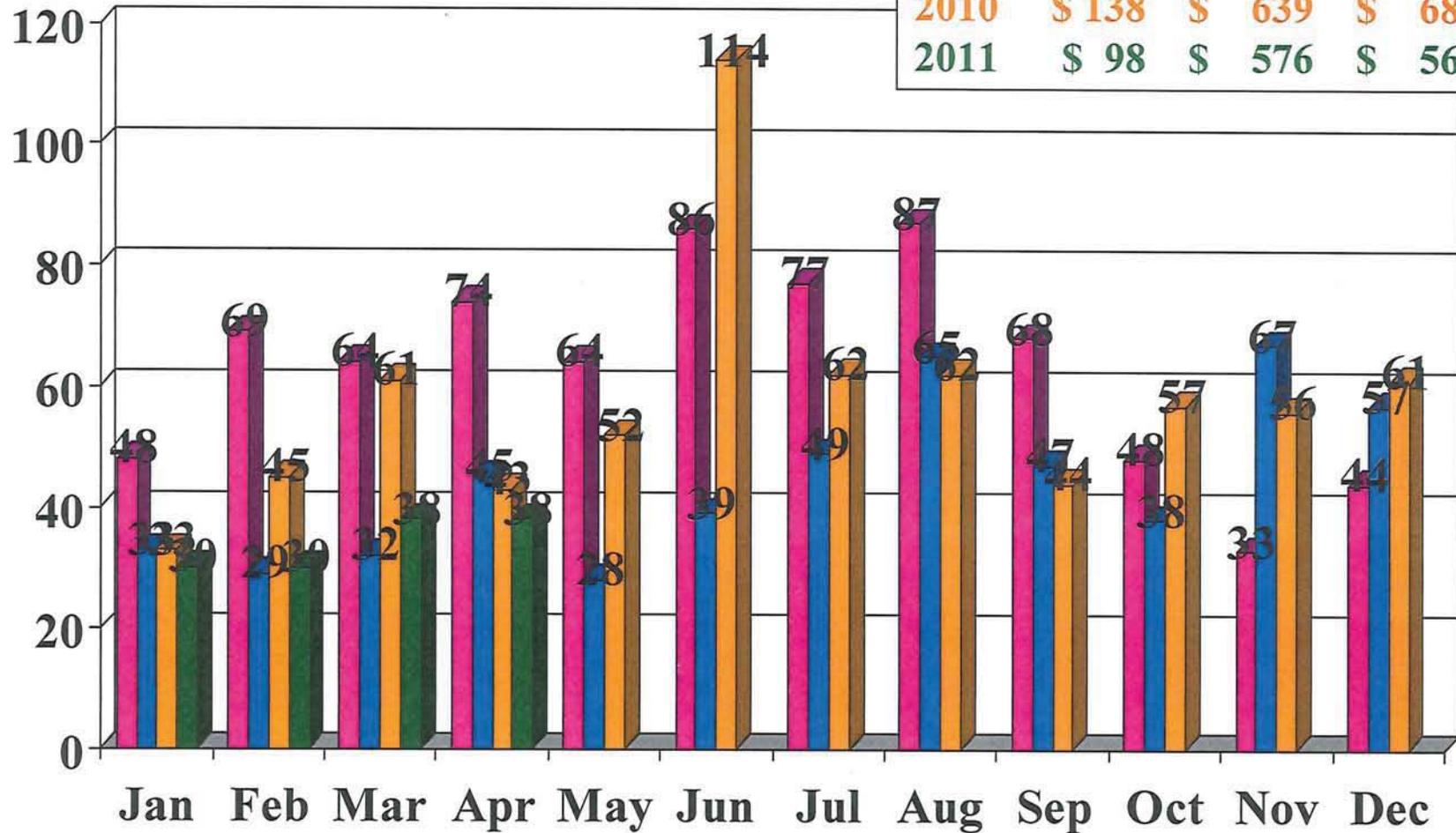
■ 2008
 ■ 2009
 ■ 2010
 ■ 2011

Real Estate Excise Taxes

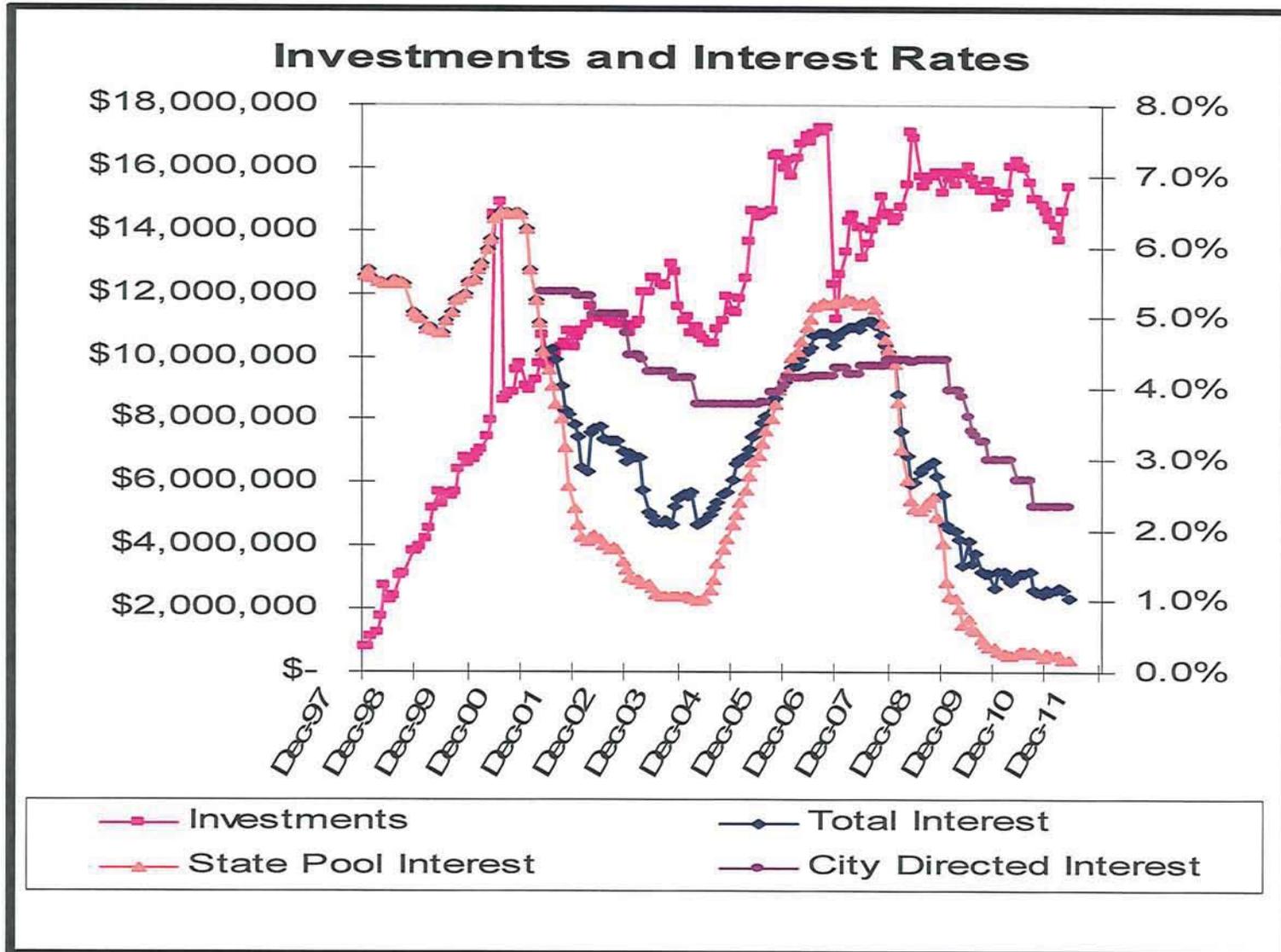
– Indicator of Future Capital Improvement \$

Amounts in thousands of dollars

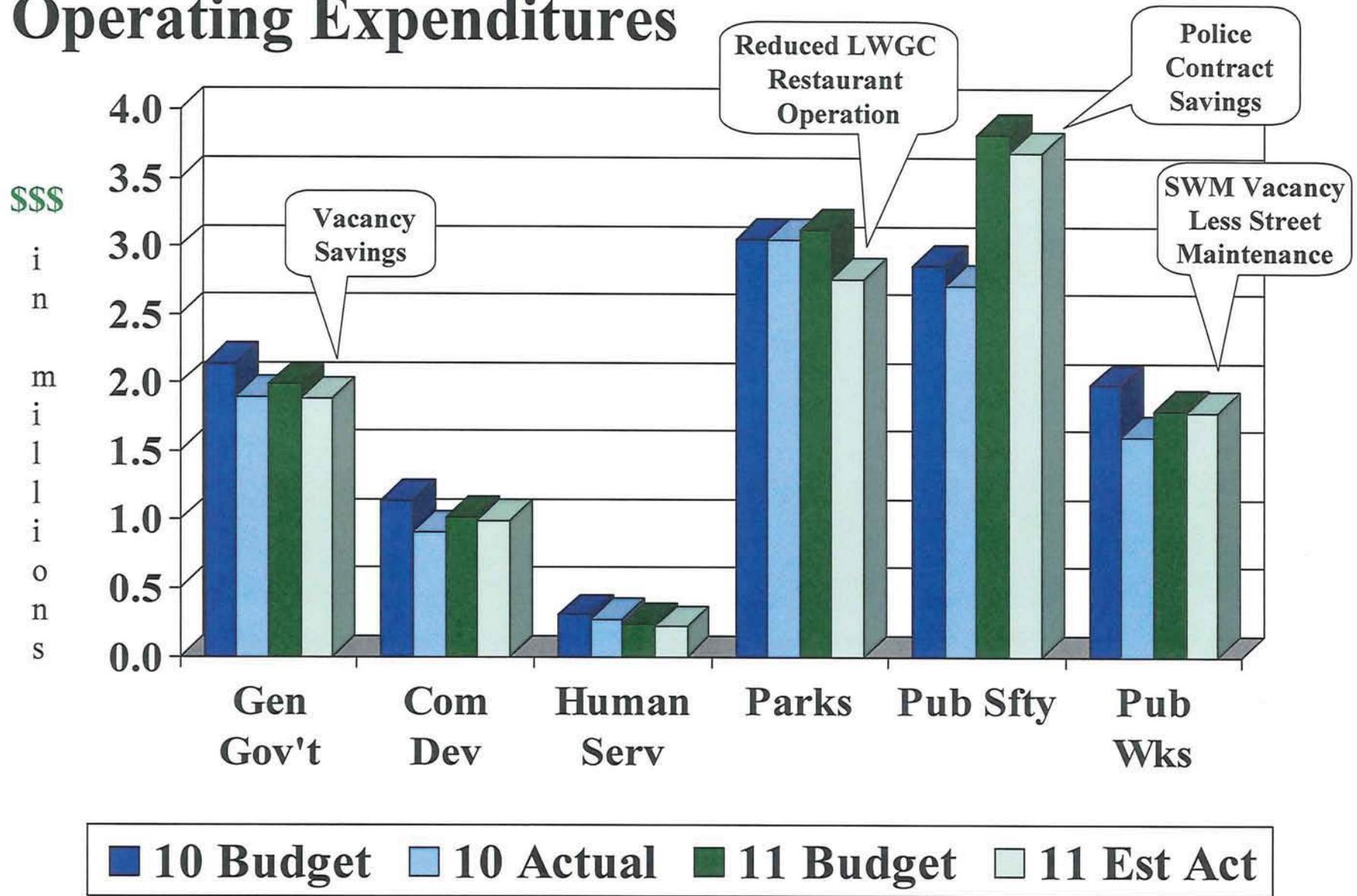
	Mar	Bud	YE
2008	\$ 181	\$ 1,661	\$ 761
2009	\$ 94	\$ 839	\$ 528
2010	\$ 138	\$ 639	\$ 687
2011	\$ 98	\$ 576	\$ 560



Investment Earnings



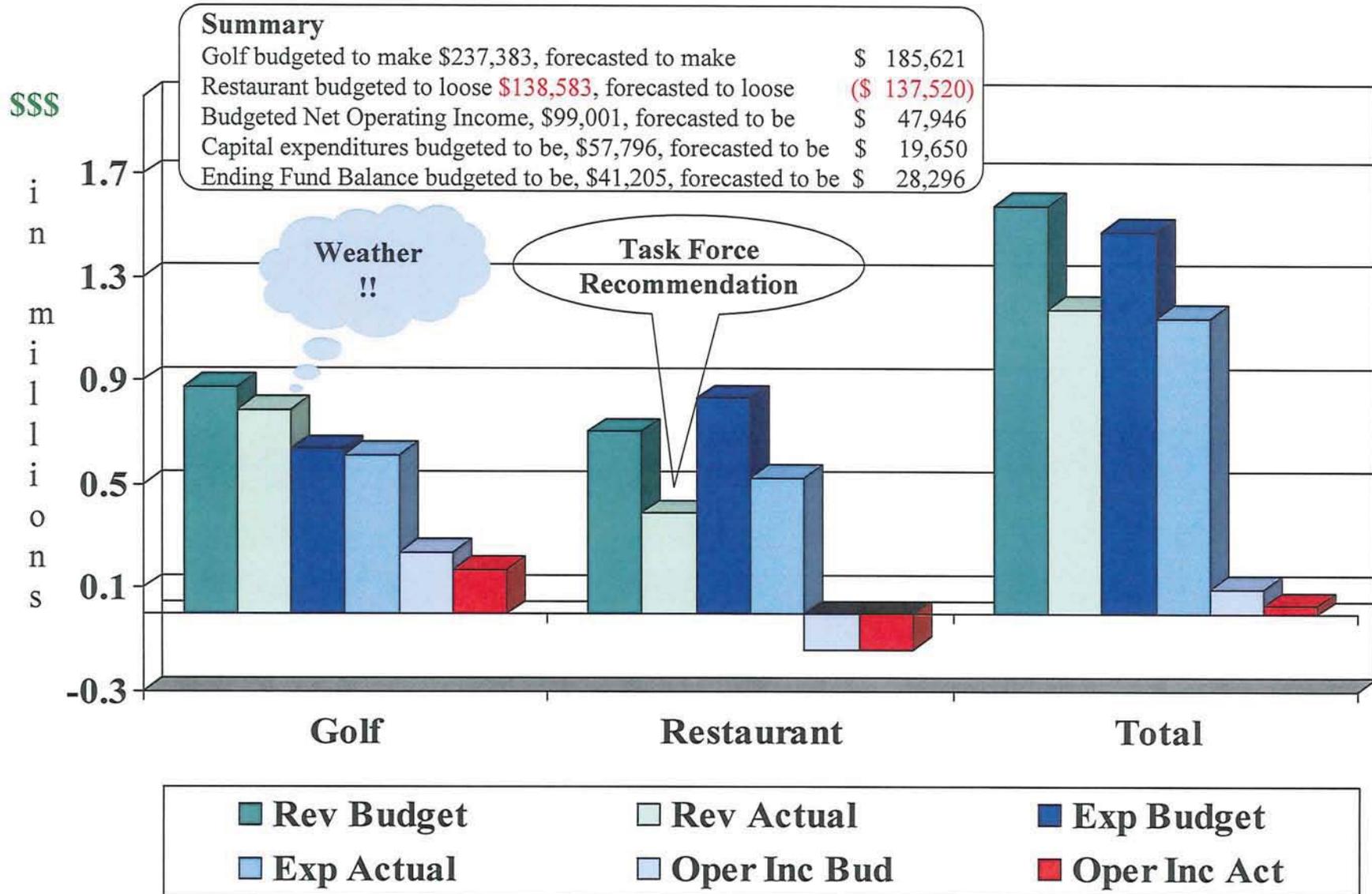
Operating Expenditures



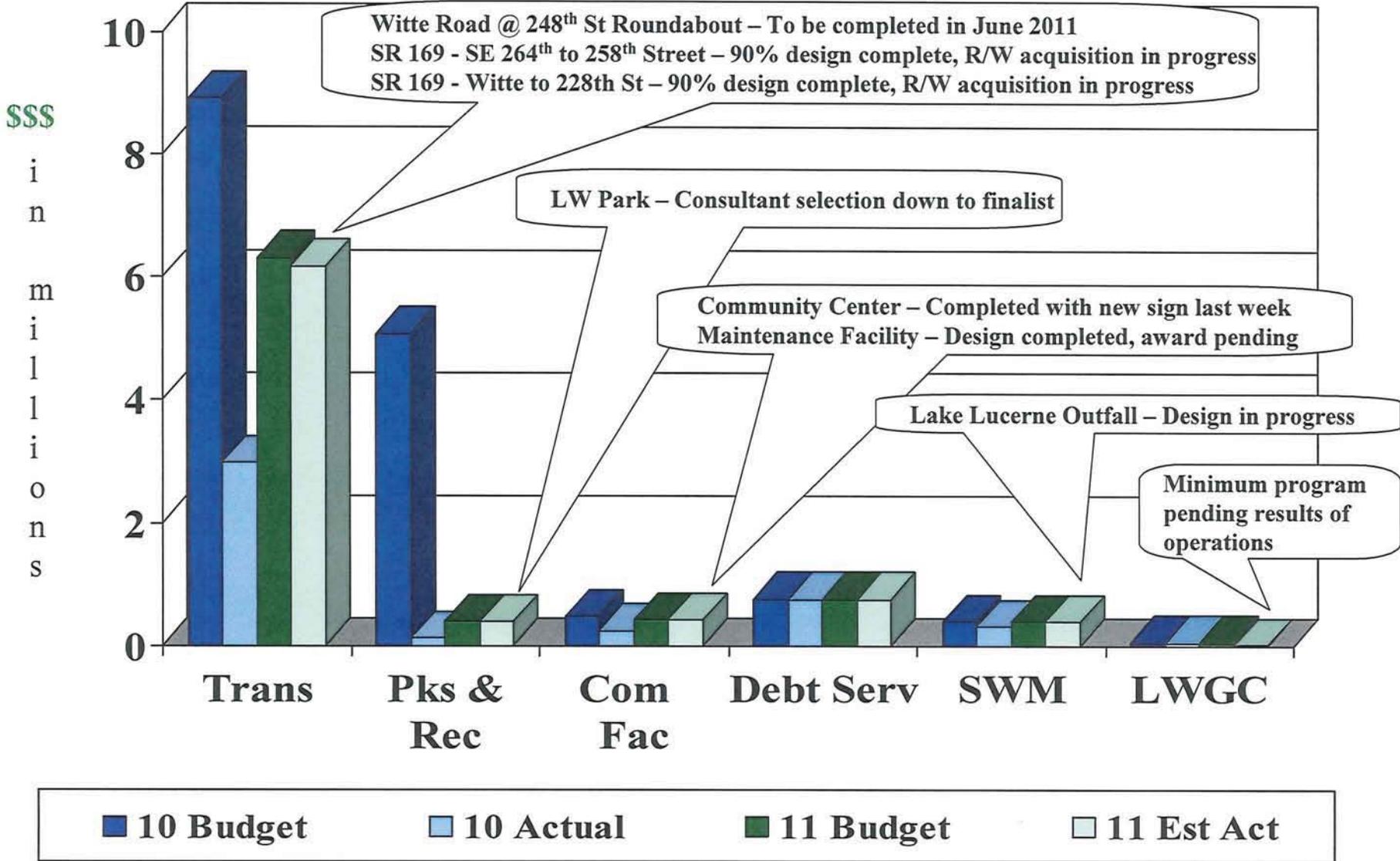
Under Expenditure in 2010 9%

Under Expenditure in 2011 5%

Lake Wilderness Golf Course



Capital Expenditures



2009 - \$3.3 million

2010 - \$4.2 million

2011 - \$8.2 million ?

1st Quarter Budget Amendment

<u>Council Date</u>	<u>Beginning Fund Balance</u>	<u>Revenue</u>	<u>Expenditures</u>	<u>Other Sources (Uses)</u>	<u>Ending Fund Balance</u>
2/14/2011 CY 4 Corner's Spec Assmnt Repeal	-	(519,758)	-		(519,758)
2/14/2011 PY 4 Corner's Spec Assmnt - Principal	-	(410,457)	-		(410,457)
2/14/2011 PY 4 Corner's Spec Assmnt - Interest	-	(44,826)	-		(44,826)
	-	(975,041)	-	-	(975,041)

Looking Forward

- Need to remain cautious
 - Single family permits ahead of schedule, but the rest of the Country seems to be having continuing problems
 - 2011 forecast assumes the completion of 120,000 sq ft of commercial that is not yet permitted
 - No rebound in REET at this time, so capital funding still in jeopardy
 - Though inflation remains low, the future may provide a lot higher inflation and cost to provide City services

The End

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CITY OF MAPLE VALLEY, WASHINGTON

ORDINANCE NO. O-11-458

**AN ORDINANCE OF THE CITY OF MAPLE VALLEY, WASHINGTON,
AMENDING THE 2011 BUDGET TO REDUCE REVENUE ASSOCIATED
WITH ELIMINATION OF THE FOUR CORNERS SPECIAL
ASSESSMENT DISTRICT.**

WHEREAS, the City of Maple Valley is required by RCW 35A.33.075 to have an adopted 2011 Budget; and

WHEREAS, the Maple Valley City Council received the 2011 Preliminary Budget from the City Manager on October 29, 2010 and has reviewed it in its entirety prior to adopting the 2011 Budget on December 13, 2010; and

WHEREAS, the City followed all steps prescribed in State law including holding a public hearing on the proposed 2011 budget on November 8, 2010;

WHEREAS, the City Council desires to amend the 2011 Budget to reflect the elimination of the Four Corners Special Assessment District;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Amended 2011 Budget. Having identified the revenue reductions associated with the elimination of the Four Corners Special Assessment District as \$519,758, reflected in the 2011 budget and the amount refunded pursuant to Resolution R-11-802 which totaled \$455,283, the Council hereby amends the 2011 Budget to read as follows:

[Signatures to follow on next page]

	Beginning Fund Balance	Revenues	Expenditures	Other Sources (Uses)	Ending Fund Balance
General Fund	2,083,805	8,692,942	9,688,304	525,486	1,613,928
Special Revenue Funds					
Street Fund	625,005	504,603		(688,799)	440,809
Transportation Impact Fee Fund	5,371,749	116,502		(2,084,107)	3,404,144
Park Development Fund	837,234	189,057		(217,329)	808,962
Real Estate Excise Tax Fund	3,066,232	616,838		(2,687,567)	995,503
Capital Projects Funds		2,054,050	7,888,554	5,834,505	(0)
Enterprise Fund					
Surface Water Management Fund	2,387,869	1,311,762	1,219,052	(682,188)	1,798,390
Lake Wilderness Golf Course	0	1,582,237	1,541,033		41,204
Subtotal	14,371,894	15,067,990	20,336,944		9,102,940
Internal Service Funds (External Revenue Only)					
Vehicle Rental Fund	150,431	2,283		94,756	247,470
Central Services Fund	288,021	4,220		(59,141)	233,100
Unemployment Trust	77,206	1,092		(22,000)	56,298
	14,887,552	15,075,585	20,336,944	13,615	9,639,808

Section 3. Severability. Should any section, paragraph, sentence, clause, or phrase of this ordinance, or its application to any person or circumstance, be declared unconstitutional or otherwise invalid for any reason, or should any portion of this ordinance be preempted by State or federal law or regulation, such decision or preemption shall not affect the validity or constitutionality of the remaining portions of this ordinance or its application to other persons or circumstances.

Section 4. Effective Date. A summary of this ordinance shall be published in the official newspaper of the City. The ordinance shall take effect and be in full force five days after adoption and publication.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON
ON THIS ___TH DAY OF _____ JUNE, 2011.

Noel T. Gerken, Mayor

ATTEST:

Shaunna Lee-Rice, CMC, City Clerk

[Signatures to follow on next page]

APPROVED AS TO FORM:

Christy A. Todd, City Attorney

Date of Publication: _____

Effective Date: _____

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Post Office Box 320
Maple Valley, Washington 98038

Phone: (425) 413-8800
Fax: (425) 413-4282

May 18, 2011

To: Mayor Gerken and City Councilors

From: Ty Peterson, Director of Community Development

Subject: An Update Regarding the Community Development Block Grant (CDBG), Housing Investment Partnership Program (HOME) and Regional Affordable Housing Program (RAHP) Interlocal agreements.

This item is being introduced and staff is seeking direction about continuation in the program.

Background

Since 1998 the City has participated in a regional agreement for the distribution of CDBG funds and the management of programs to provide citizens access to the Housing Repair and Emergency Homelessness assistance programs. The agreement was last authorized in August, 2008 when Council adopted Resolution 609. This agreement will automatically authorize for another three years (2012-2014) unless the City acts to opt out.

Discussion

CDBG & HOME

The City has historically been participating in a similar agreement that outlines the distribution of CDBG funds and administers programs. The City of Maple Valley cannot directly qualify for CDBG monies from HUD nor qualify for “pass-thru” monies from the Consolidated Plan administered through the current agreement. However, many of the other jurisdictions and the region as a whole do benefit by our participating because HUD allocates some funding based on population. Additionally, by participating, individuals within Maple Valley qualify for two programs known as the Housing Repair Program and Emergency Homelessness Assistance.

The program was changed in 2005 and funds are no longer distributed via “pass-thru” to communities based on a formula and, instead, the monies will be allocated into two pots dedicated for two sub-regions within the County, the north/east sub-region and the south sub-region. Those monies are then competed for within the sub-region. An added benefit to Maple Valley is that there is nothing preventing us from competing for those monies whereas before

2008 we did not qualify for distribution based upon the formula method. Individuals within the community would continue to qualify for the above two mentioned programs. Choosing not to participate would eliminate those opportunities.

There are no recognizable negative outcomes from participation in the agreement. However, if the City chooses to withdraw it must notify the County by June 6, 2011.

RAHP (Region Affordable Housing Program)

The Advisory Committee formed to administer both programs is recommending that the interlocal agreement for RAHP be amended to align the durations of both agreement and provide for automatic renewal in the same format as the CDBG and HOME agreements. This interlocal is not ready for action yet, but is expected to be forthcoming. This program administers a King County funding source through document recording fees to be used for affordable / low income housing.

When this item is ready for Council consideration, it will be brought back for potential action.

Fiscal Impact

There is no fiscal impact.

Recommended Action

Staff recommends that Council remain in the program and take no further action. If the County proceeds with continuation and renewal of the RAHP interlocal with likely amendments, staff will bring forward for Council review.

Attachments

1. Letter from King County
2. Copy of CDBG / HOME interlocal
3. Copy of Draft RAHP interlocal with amendments



King County

Department of Community and Human Services

Jackie MacLean, Director

401 5th Avenue, Suite 500
Seattle, WA 98104

(206) 263-9100 Fax (206) 296-5260
TTY Relay 711

May 6, 2011

The Honorable Noel Gerken, Mayor
City of Maple Valley
P.O. Box 320
Maple Valley, WA 98038

Dear Mayor Gerken:

I am writing to you regarding the continuing participation of your city in the King County Community Development Block Grant (CDBG) Consortium, King County HOME Investment Partnerships Program (HOME) Consortium and the Regional Affordable Housing Program (RAHP) Consortium.

King County Code, Title 24, Chapter 13 (KCC 24.13) sets out the framework for consortia relationships through interlocal cooperation agreements to share in the distribution and administration of funds made available through the United States Department of Housing and Urban Development (HUD), and affordable housing funds established in Section 36.22.178 of the Revised Code of Washington (RCW).

Pursuant to KCC 24.13, it is the policy of King County to partner and form urban county consortia with the cities and towns in King County outside the City of Seattle^[1] for the HUD-administered CDBG and HOME programs. In addition, King County also partners with all cities and towns in King County for document recording fee surcharge funds for affordable housing governed by RCW 36.22.178, which requires the County to enter interlocal agreements.

CDBG and HOME Consortium Combined Agreement

As a signatory to the combined CDBG and HOME Consortia agreement for 2009-2011, your agreement will be automatically renewed for the upcoming 2012-2014 period, if you choose to continue participation in the consortium. King County Housing and Community Development (HCD) Program staff met with staff representatives of the CDBG/HOME Consortium earlier this

^[1] As a large metropolitan city, Seattle receives an independent allocation of CDBG and HOME Program funds directly from HUD.

year, and it was the consensus of the staff work group that the agreement should be automatically renewed, as it was determined that no changes were needed.

A copy of the 2009-2011 agreement that you signed is enclosed for your review. The automatic renewal clause is on page 9, section VIII.A.

As a unit of general local government eligible for continuing participation on the CDBG/HOME Consortia, we must inform you of the following:

- If your city chooses to remain with the King County CDBG Consortium, you are not eligible to apply for grants under the state CDBG program during the 2009-2011 term.
- If your city chooses to remain with the King County CDBG Consortium, you will automatically be a member of the King County HOME Consortium and will participate in the HOME program as a part of the King County HOME Consortium, and may only have access to the consortium's HOME formula grant amount. This does not preclude the consortium, or a unit of government participating in the consortium, from applying for HOME funds from the state, if the state were to allow such an application.

Benefits of Continuing Participation in the King County CDBG Consortium

- Low and moderate-income homeowners in your city can apply for grants or loans to repair their homes.
- Low and moderate-income residents who are at risk for homelessness, eviction or foreclosure may be eligible for emergency grants and/or loans to help them remain in their homes or move into permanent housing.
- Nonprofit organizations that serve residents of your city can apply for funds to acquire, construct and/or rehabilitate human service facilities or housing that serve low and moderate-income residents.
- Nonprofit organizations that serve residents of your city can apply for funds for human service programs that serve low and moderate-income residents.
- Your city can apply for CDBG funds for public infrastructure and park projects that serve low and moderate-income neighborhoods.
- Your city can participate in the city/county staff work group that develops recommendations for the Joint Recommendations Committee (JRC) on specific projects to receive CDBG funds, as well as program guidelines.

Federal regulations for the CDBG program define low and moderate-income as annual household income at 80 percent or less of the area median income for King County as established by HUD. In 2010, for example, a family of four with a household income of \$64,400 or less is eligible for these programs.

Benefits of Continuing Participation in the King County HOME Consortium

- Your city, and affordable housing developers serving your city, may apply for HOME funds to help meet locally identified affordable housing needs, including affordable rental housing and first-time homeownership programs.
- Your city, and affordable housing developers serving your city, may apply for HOME funds to support the rehabilitation and preservation of affordable housing in your jurisdiction.
- Your city can participate in the city/county staff work group that develops recommendations for the inter-jurisdictional JRC on specific projects to receive HOME funds, as well as program guidelines.

RAHP Agreement Update and Next Steps

King County HCD staff also met with RAHP Consortium city representatives regarding updates to the RAHP agreement, which was last signed for the period 2007-2011. The staff work group agreed to two agreement updates: 1) move the RAHP agreement onto the same three year schedule as the CDBG and HOME agreements, and to add an automatic renewal clause to the agreement for potential successive three year periods, if the parties agree that no changes are needed in advance of the renewal date; and 2) add a section regarding a consortium meeting and coordination in the event of a declared disaster or emergency that displaces consortium residents from housing.

Any cities that did not sign a RAHP agreement for 2007-2011 will have the opportunity to sign the updated agreement this year. A copy of the proposed updated RAHP agreement is enclosed for your review, with the updated sections underlined and bolded.

Please note that the RAHP agreement is not yet ready for adoption by your city council. The updated RAHP agreement is in the process of being transmitted to the Metropolitan King County Council for adoption of the agreement content and transmittal to city councils. We will notify your staff when the agreement is in final form for transmittal. We anticipate that the agreement will be adopted by the King County Council in late May or early June of this year. At that time, your city will have until the end of 2011 to adopt the RAHP agreement through your council for signature by the authorized official, and send the signed agreement to HCD at the address below. Your city does not have to respond to this letter concerning your decision about whether to sign the RAHP agreement.

CDBG/HOME Agreement Next Steps

If your city desires to continue participation in the King County CDBG/HOME Consortia for the three year period of 2012-2014 through the automatically renewed agreement, your city does not have to respond to this letter, and does not need to take any further action.

If your city does not desire to continue participation in the King County CDBG and HOME Consortia for 2012-2014 through the automatically renewed agreement, you must notify both King County and the HUD in writing, no later than June 6, 2011. A decision to be excluded from participation in the consortia would be effective for the entire three-year period of 2012-2014, unless your city were to specifically request to be included in a subsequent year for the remainder of the three-year period.

If your city does not desire to continue participation, your letters indicating such must be sent to both King County and HUD at the following addresses:

King County Housing and Community Development Program
ATTN: Cheryl Markham, Program Manager
401 Fifth Avenue, Suite 510
Seattle, WA 98104-1818

John W. Peters, Director
Office of Community Planning and Development
U.S. Department of Housing and Urban Development
909 First Avenue, Suite 300
Seattle, WA 98104-1000

We look forward to your continued participation in the consortia, and thank you for your attention to this matter.

Sincerely,

Jackie MacLean
Director

JM:cj

Enclosures

cc: David Johnston, City Manager, City of Maple Valley
Linda Peterson, Division Director, Community Services Division
ATTN: Cheryl Markham, Project/Program Manager IV
Kathy Tremper, Project/Program Manager III
John deChadenedes, Project/Program Manager III
Eileen Bleeker, Project/Program Manager II

**INTERLOCAL COOPERATION AGREEMENT
REGARDING THE
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

THIS AGREEMENT is entered into by and between King County (hereinafter the “County”) and the City of _____, (hereinafter the “City”) said parties to this Agreement each being a unit of general local government in the State of Washington.

WITNESSETH:

WHEREAS, the federal government, through adoption and administration of the Housing and Community Development Act of 1974 (the “Act”), as amended, will make available to King County Community Development Block Grant funds, hereinafter referred to as “CDBG”, for expenditure during the 2009-2011 funding years; and

WHEREAS, the area encompassed by unincorporated King County and all participating cities, has been designated by the United States Department of Housing and Urban Development (“HUD”), as an urban county for the purpose of receiving CDBG funds; and

WHEREAS, the Act directs HUD to distribute to each urban county a share of the annual appropriation of CDBG funds based on formula, taking into consideration the social and economic characteristics of the urban county; and

WHEREAS, the Act allows participation of units of general government within an urban county in undertaking activities that further the goals of the CDBG program within the urban county; and

WHEREAS, the CDBG Regulations require the acceptance of the consolidated housing and community development plan (“Consolidated Plan”) by participating jurisdictions; and

WHEREAS, King County shall undertake CDBG/HOME Program-funded activities in participating incorporated jurisdictions as specified in the Consolidated Plan by granting funds to those jurisdictions and to other qualifying entities to carry out such activities; and

WHEREAS, King County is responsible to the federal government for all activities undertaken with CDBG funds and shall ensure that all CDBG assurances and certifications King County is required to submit to HUD with the Annual Action Plan are met; and

WHEREAS, King County and the participating jurisdictions agree that it is mutually desirable and beneficial to enter into a consortium arrangement pursuant to and authorized by the National Affordable Housing Act of 1990, as amended, 42 USC 12701 et. seq. and 24 CFR Part 92 for purposes of the HOME Investment Partnerships Program, hereinafter referred to as “HOME Program”, and to cooperate in undertaking HOME Program activities; and

WHEREAS, King County and the participating jurisdictions are committed to targeting CDBG and HOME Program funds to ensure benefit for very low to moderate-income persons as defined by HUD; and

WHEREAS, King County and the participating jurisdictions recognize that needs of very low to moderate-income persons may cross jurisdictional boundaries and therefore can be considered regional and sub-regional needs as well as local needs; and

WHEREAS, King County, in conjunction with the participating jurisdictions, must submit an Annual Action Plan to HUD, which is a requirement to receive CDBG funds; and

WHEREAS, the purpose of this Interlocal Cooperation Agreement, entered into pursuant to and in accordance with the State Interlocal Cooperation Act, RCW Chap. 39.34, is to form an urban county consortium, (“Consortium”), for planning the distribution and administration of CDBG, HOME Program, and other federal funds received on behalf of the Consortium from HUD, and for execution of activities in accordance with and under authority of the Act:

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, IT IS AGREED THAT:

I. GENERAL AGREEMENT

King County and participating jurisdictions agree to cooperate to undertake, or assist in undertaking, activities which further the development of viable urban communities, including the provision of decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low- and moderate income, through community renewal and lower income housing assistance activities, funded from annual CDBG and HOME Program funds from federal Fiscal Years 2009, 2010 and 2011 appropriations, from recaptured funds allocated in those years, and from any program income generated from the expenditure of such funds.

II. GENERAL DISTRIBUTION OF FUNDS

The annual distribution of CDBG and HOME Program funds for the King County urban county Consortium shall be governed by the following provisions:

- A. The amount needed for administration of the Consortium's CDBG, HOME Program and related federal programs that benefit the Consortium shall be reserved by the County. This amount (hereinafter referred to as the “Administrative Setaside”) is contingent upon review by the Joint Recommendations Committee (“JRC”), as provided in Section IV, and approval by the Metropolitan King County Council, as provided by Section V. To the extent that is reasonable and feasible, the County and the Committee shall strive to ensure that some portion of the allowable 20 percent of CDBG for planning and administration remains available for the purposes outlined in II. D. below.

- B. Five percent of the funds available from the CDBG entitlement and program income shall be reserved for the Housing Stability Program, a public service activity in support of homeless prevention and in support of the affordable housing requirements under the implementation of the state Growth Management Act (RCW Chapter 36.70A).
- C. Twenty-five percent of the funds available from the CDBG entitlement and program income shall be reserved for the Consortium-wide Housing Repair program. The JRC may periodically review and recommend increases or decreases to this percentage if, in its judgment, there has been a substantial change in the Consortium's overall funding or in the need for housing repair that justifies an increase or decrease.
- D. The remaining entitlement and program income funds, including any remaining balance of the 20 percent allowable for planning and administration, as well as any recaptured or prior year funds, shall be divided between two sub-regions of the county—the north/east sub-region and the south sub-region. These funds shall be made available on a competitive basis for a variety of eligible activities consistent with the Consolidated Housing and Community Development Plan.
 - 1. The north/east sub-region shall include those cities in the north and east and those portions of unincorporated King County that lie north of Interstate 90. The cities of Mercer Island, Newcastle, Issaquah, and North Bend, which are at or near the Interstate 90 border, along with their designated potential annexation areas, also shall be included in the north/east sub-region.
 - 2. The south sub-region shall include those cities south of Interstate 90 and those portions of unincorporated King County that lie south of Interstate 90, except for the cities of Mercer Island, Newcastle, Issaquah, and North Bend and their potential annexation areas, which are part of the north/east sub-region.
 - 3. The formula for dividing the funds between the two sub-regions shall be based on each sub-region's share of the Consortium's low-and moderate-income population.

III. USE OF FUNDS: GENERAL PROVISIONS

- A. Funds shall be used to support the goals and objectives of the Consolidated Plan.
- B. Funds shall be used in accordance with the CDBG regulations at 24 CFR Part 570, Home Program regulations at 24 CFR Part 92, and all other applicable federal regulations.

IV. JOINT RECOMMENDATIONS COMMITTEE

An inter-jurisdictional Joint Recommendations Committee (“JRC”) shall be established.

- A. Composition—The JRC shall be composed of three county representatives and eight cities representatives.
1. The three county representatives shall be King County Executive staff with broad policy responsibilities and/or department directors. County representatives shall be specified in writing and, where possible, shall be consistently the same persons from meeting to meeting.
 2. Four of the cities representatives shall be from those cities signing this interlocal cooperation agreement, two from each sub-region.
 3. The remaining four cities representatives shall be from cities that qualify to receive CDBG entitlement funds directly from HUD and that are not signing this agreement, but are signing either Joint agreements or HOME Program-only agreements. These latter four representatives shall have no vote on matters specific to the jurisdictions that are parties to this agreement.
 4. The chairperson and vice-chairperson of the JRC shall be chosen from among the members of the JRC by a majority vote of the members for a term of one year beginning with the first meeting of the calendar year. Attendance of five members shall constitute a quorum.
- B. Appointments—The King County Executive shall appoint the three county representatives. The participating cities shall provide for the appointment of their shared representatives in a manner to be determined by those cities through the Suburban Cities Association or other agreed-upon mechanism for the execution of shared appointing authority. The Suburban Cities Association or other agreed mechanism will select four jurisdictions of varying size from among those signing this agreement, two from the north/east sub-region and two from the south sub-region. The cities representatives shall be elected officials, chief administrative officers, or persons who report directly to the chief administrative officer and who have broad policy responsibilities; e.g., planning directors, department directors, etc. Members of the JRC shall serve for two years, or at the pleasure of their respective appointing authorities.
- C. Powers and Duties—The JRC shall be empowered to:
1. Review and recommend to the King County Executive all policy matters concerning the Consortium CDBG and HOME Program, including but not limited to the Consolidated Plan and related plans and policies.

2. Review and recommend to the King County Executive the projects and programs to be undertaken with CDBG funds and HOME Program funds, including the Administrative Setaside.
 3. Monitor and ensure that all geographic areas and participating jurisdictions benefit fairly from CDBG and HOME Program funded activities over the three-year agreement period, so far as is feasible and within the goals and objectives of the Consolidated Plan.
- D. Advisory Committees to JRC—In fulfilling its duty to review and recommend projects and programs to be undertaken with the CDBG and HOME Program funds, the JRC shall consider the advice of inter-jurisdictional advisory committees. Sub-regional advisory committees, made up of one representative from each participating jurisdiction in a sub-region that wishes to participate, shall be convened to assist in the review and recommendation of projects and programs to be undertaken in that sub-region. The JRC may also solicit recommendations from other inter-jurisdictional housing and community development committee

V. RESPONSIBILITIES AND POWERS OF KING COUNTY

- A. Notwithstanding any other provision contained in this Agreement, the County as the applicant and grantee for CDBG and HOME Program funds has responsibility for and assumes all obligations in the execution of the CDBG and HOME Programs, including final responsibility for selecting and executing activities, and submitting to HUD the Consolidated Plan, Annual Action Plans, and related plans and reports, including the Analysis of Impediments to Fair Housing Choice and the Fair Housing Action Plan. Nothing contained in this Agreement shall be construed as an abdication of those responsibilities and obligations.
- B. The Metropolitan King County Council shall have authority and responsibility for all policy matters, including the Consolidated Plan, upon review and recommendation by the JRC.
- C. The Metropolitan King County Council shall have authority and responsibility for all fund allocation matters, including approval of the annual CDBG and HOME Program Administrative Setasides and appropriation of all CDBG and HOME Program funds.
- D. The King County Executive, as administrator of the CDBG and HOME Programs, shall have authority and responsibility for all administrative requirements for which the County is responsible to the federal government.
- E. The King County Executive shall have authority and responsibility for all fund control and disbursements.
- F. The King County Executive shall have the authority and responsibility to staff the JRC and provide liaison between HUD and the urban county Consortium. County

Executive staff shall prepare and present to the JRC evaluation reports or recommendations concerning specific proposals or policies, and any other material deemed necessary by the JRC to help it fulfill its powers and duties in IV. C., above.

- G. King County Executive staff shall have the authority and responsibility to communicate and consult with participating jurisdictions on CDBG and HOME Program policy and program matters in a timely manner.
- H. King County Executive staff shall have the authority and responsibility to convene sub-regional advisory committees made up of representatives from participating jurisdictions in the sub-region, to advise the JRC on the allocation of the sub-regional funds.
- I. King County Executive staff shall provide periodic reports on clients served by jurisdictions in the Housing Stability and Housing Repair programs and on the status of CDBG and HOME Program funded projects and make them available to all participating jurisdictions and the JRC.
- J. King County Executive staff shall solicit proposals, administer contracts, and provide for technical assistance, both in the development of viable CDBG and HOME Program proposals and in complying with CDBG and HOME Program contractual requirements.
- K. King County shall have environmental review responsibility for purposes of fulfilling requirements of the National Environmental Policy Act, under which King County may require the local incorporated jurisdiction or contractor to furnish data, information, and assistance for King County's review and assessment in determining whether an Environmental Impact Statement is required.

VI. RESPONSIBILITIES OF THE PARTICIPATING CITIES

- A. All participating cities shall cooperate in the development of the Consolidated Plan and related plans.
- B. All participating cities shall assign a staff person to be the primary contact for the County on CDBG/HOME Program issues. The assigned CDBG/HOME Program contact person is responsible for communicating relevant information to others at the participating city, including any representative the city may choose to send to the sub-regional advisory committee, if that representative is not the CDBG/HOME Program contact person.
- C. At its discretion, a participating city may assign a representative to attend meetings of the sub-regional advisory committee. This representative may or may not be the City's CDBG/HOME Program contact person. It may be the CDBG/HOME Program contact person, a different staff member, an elected official, or a citizen.

- D. If and when a participating city deems necessary or advisable, it may prepare applications for CDBG or HOME Program funds to address the needs of its residents, consistent with the Consolidated Plan.
- E. Each participating city shall obtain its council's authorization for any CDBG or HOME Program application submitted.
- F. All participating cities shall carry out CDBG or HOME Program funded projects in a manner that is timely and consistent with contractual requirements.
- G. All participating cities owning community facilities or other real property acquired or improved in whole or in part with CDBG or HOME Program funds shall comply with use restrictions as required by HUD and as required by any relevant policies adopted by the JRC.
 - 1. During the period of the use restriction, the participating cities shall notify King County prior to any modification or change in the use of real property acquired or improved in whole or in part with CDBG or HOME Program funds. This includes any modification or change in use from that planned at the time of the acquisition or improvement, including disposition.
 - 2. During the period of the use restriction, if the property acquired or improved with CDBG or HOME Program funds is sold or transferred for a use which does not qualify under the applicable regulations, the participating city shall reimburse King County in an amount equal to the current fair market value (less any portion thereof attributable to expenditures of funds other than CDBG or HOME Program funds).

VII. RESPONSIBILITIES OF ALL PARTICIPATING JURISDICTIONS

- A. All participating jurisdictions shall be considered to be those jurisdictions that have signed this Agreement.
- B. All participating jurisdiction shall fulfill to the County's reasonable satisfaction all relevant requirements of federal laws and regulations that apply to King County as applicant, including assurances and certifications described in Section VIII below.
- C. Each participating jurisdiction or cooperating unit of general local government certifies that it has adopted and is enforcing:
 - 1. a policy that prohibits the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. a policy that enforces applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of non-violent civil rights demonstrations within jurisdiction.
- D. Pursuant to 24 CFR 570.501(b), all participating units of local governments are subject to the same requirements applicable to subrecipients when they receive CDBG funds to implement an activity. The applicable requirements include, but are not limited to, a written agreement with the County that complies with 24 CFR 570.503 and includes provisions pertaining to: statement of work; records and reports; program income; uniform administrative items; other program requirements; conditions for religious organizations; suspension and termination; and reversion of assets.
 - E. All participating units of local government understand that they may not apply for grants under the federal Small Cities or State CDBG Programs that receive separate entitlements from HUD during the period of participation in this Agreement.
 - F. All units of local government participating in the CDBG urban county consortium through this interlocal cooperation agreement understand that they are also part of the urban county for the HOME Program and that they may not participate in a HOME Program consortium except through the urban county, regardless of whether the urban county receives a HOME formula allocation.
 - G. All participating units of local government hereby agree to affirmatively further fair housing and to ensure that no CDBG or HOME Program funds shall be expended for activities that do not affirmatively further fair housing within its jurisdiction or that impede the County's actions to comply with its fair housing certification. For purposes of this section, "affirmatively furthering fair housing" includes participation in the process of developing an Analysis of Impediments to Fair Housing Choice and a Fair Housing Action Plan. While King County has the primary responsibility for the development of these reports to HUD pursuant to Section V(A) of this Agreement, upon request, the City shall provide assistance to the County in preparing such reports.
 - H. Participating jurisdictions undertaking activities and/or projects with CDBG funds distributed under this Agreement shall retain full civil and criminal liability as though these funds were locally generated.
 - I. Participating jurisdictions retain responsibility in fulfilling the requirements of the State Environmental Policy Act under which King County has review responsibility only.

VIII. GENERAL TERMS

- A. This Agreement shall extend through the 2009, 2010 and 2011 program years, and shall remain in effect until the CDBG funds, Home Program funds and program income received with respect to activities carried out during the three-year qualification period are expended and the funded activities completed. This Agreement shall be automatically renewed for participation in successive three-year qualification periods, unless the County or the City provides written notice that it wishes to amend this agreement or elects not to participate in the new qualification period by the date set forth by the United States Department of Housing and Urban Development in subsequent Urban County Qualification Notices. King County, as the official applicant, shall have the authority and responsibility to ensure that any property acquired or assisted with CDBG funds or HOME Program funds is disposed of or used in accordance with federal regulations.
- B. Pursuant to 24 CFR Part 570.307(d)(2), during the period of qualification no included unit of general local government may terminate or withdraw from the cooperation agreement while it remains in effect.
- C. It is understood that by signing this Agreement, the City shall agree to comply with the policies and implementation of the Consolidated Plan.
- D. Parties to this Agreement must take all required actions necessary to assure compliance with King County's certification required by Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, (Title III of the Civil Rights Act), the Fair Housing Act as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, the Americans with Disabilities Act of 1990, and other applicable laws.
- E. This Agreement shall be executed in three counterparts, each of which shall be deemed an original, by the chief executive officers of the County and the City, pursuant to the authority granted them by their respective governing bodies. One of the signed Agreements shall be filed by the County with the Region X office of HUD, one shall be filed with the City and one shall be filed with the County. Prior to its taking effect, the fully executed Agreement shall be filed with the County Auditor, or, alternatively, listed by subject on a public agency's web site or other electronically retrievable public source.
- F. It is recognized that amendment to the provisions of this Agreement may be appropriate, and such amendment shall take place when the parties to this Agreement have executed a written amendment to this Agreement. The City and the County also agree to adopt any amendments to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year qualification period, and to submit such amendment to the United States Department of Housing and Urban Development. Failure to adopt such required

amendment shall void the automatic renewal of the Agreement for the subsequent qualification period.

- G. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and their successors and assigns. No other person shall have any right of action based on any provision of this Agreement.

KING COUNTY, WASHINGTON

CITY OF _____

for King County Executive

By: Signature

Jackie MacLean

Printed Name

Printed Name

Director, Department of Community and
Human Services

Title

Title

Date

Date

Approved as to Form:
OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

Approved as to Form:
CITY OF _____
CITY ATTORNEY

City Attorney

ATTEST:
CITY OF _____

City Clerk

For Review - No Action Required

**REGIONAL AFFORDABLE HOUSING PROGRAM
INTERLOCAL COOPERATION AGREEMENT**

**An Agreement for the use of SHB 2060 Local Low Income
Housing Funds in King County**

THIS AGREEMENT is entered into between King County, a municipal corporation and political subdivision of the State of Washington, hereinafter referred to as the “county”, and the City of _____, hereinafter referred to as the “city”, said parties to the Agreement each being a unit of general local government of the State of Washington.

RECITALS

WHEREAS, the King County Countywide Planning Policies, hereinafter referred to as the “CPPs”, developed pursuant to the Washington State Growth Management Act, have established standards for cities to plan for their share of regional growth and affordable housing; and

WHEREAS, to implement the CPPs, the King County Growth Management Planning Council appointed a public-private Housing Finance Task Force in 1994, hereinafter referred to as the “HFTF,” to recommend potential fund sources for affordable housing for existing low income residents and for meeting the affordable housing targets for future growth; and

WHEREAS the HFTF recommended a document recording fee as a source of regional dollars for low-income housing development and support, and recommended that representatives of the county, cities and the housing community work together to make decisions about the use and administration of such a fund; and

WHEREAS RCW 36.22.178 provides, in pertinent part, that:

. . . [A] surcharge of ten dollars per instrument shall be charged by the county auditor for each real property document recorded, which will be in addition to any other charge authorized by law. The county may retain up to five percent of these funds collected solely for the collection, administration and local distribution of the funds. Of the remaining funds, forty percent of the revenue generated through this surcharge will be transmitted monthly to the state treasurer . . .

* * *

All of the remaining funds generated by this surcharge will be retained by the county and deposited into a fund that must be used by the county and its cities and towns for eligible housing projects or units within housing projects that are affordable to very low-income households at or below fifty percent of the area median income. The portion of the surcharge retained by a county shall be allocated pursuant to eligible housing projects or units within such housing projects that serve extremely low and very low income households in the county and cities within the county, according to an interlocal agreement between the county and the cities within the county,

consistent with countywide and local housing needs and policies ... [and in accordance with the eligible activities listed in the RCW 36.22.178].

and

WHEREAS, existing Interlocal Cooperation Agreements or Joint Agreements between the county and cities in the King County Community Development Block Grant Consortium, hereinafter referred to as the “CDBG Consortium Agreements,” and/or existing Interlocal Cooperation Agreements between the county and cities in the King County HOME Investment Partnerships Program Consortium, hereinafter referred to as the “HOME Consortium Agreements,” are not modified by this Regional Affordable Housing Program Agreement; and

WHEREAS, the city and county agree that affordable housing is a regional issue, that cooperation between the cities and the county is beneficial to the region, and that a regional approach to utilizing the RCW 36.22.178 funds will allow those funds to be used in the most productive manner; and

WHEREAS, it is mutually beneficial and desirable to enter into a cooperative agreement in order to administer the RCW 36.22.178 revenue as a regional fund, as authorized by the Intergovernmental Cooperation Act, RCW 39.34, and, as required by RCW 36.22.178 ;

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING CIRCUMSTANCES AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

I. Definitions and Interpretation.

Capitalized terms used herein shall have the following meanings unless the context in which they are used clearly requires otherwise.

“Joint Recommendations Committee” or “JRC” means the interjurisdictional body developed pursuant to and the CDBG and HOME Consortia Agreements as described in Section III of this Agreement.

“Interjurisdictional Advisory Committee” or “Advisory Committee” means the work group consisting of representatives from cities eligible to participate in the Regional Affordable Housing Program, and from the county. This group is advisory to the JRC.

“RAHP/2060 Planning Group” means the planning group consisting of representatives from the cities, from the county, and from housing and human services agencies serving King County, that will convene during the year the Regional Affordable Housing Program Guidelines expire to review the program and the guidelines and to recommend any changes or updates to the guidelines to the JRC.

II. General Agreement

The purpose of this Agreement is to establish the Regional Affordable Housing Program

(“RAHP”), to be administered by the county in cooperation with cities and towns within the county that are eligible to participate in the program. The local portion of RCW 36.22.178 revenue shall be administered as a regional fund by the King County Housing and Community Development Program in a manner that is consistent with countywide and local housing needs and policies. The city and the county agree to cooperate in undertaking RAHP activities as set forth herein.

III. Administration, Distribution and Use of the RAHP.

A. Joint Recommendations Committee

An interjurisdictional Joint Recommendations Committee (JRC) has been established through the CDBG and HOME Consortia Interlocal Cooperation Agreements and is hereby adopted as part of this Agreement. Changes to the JRC that occur in the CDBG and HOME Consortia Interlocal Agreements are incorporated by reference into this Agreement.

1. Composition of the JRC. For RAHP purposes, the JRC shall be composed of cities’ representatives and county representatives as specified in the CDBG and HOME Consortia Agreements, with the addition of an appointment from the City of Seattle. The Seattle JRC representative will only attend JRC meetings that concern the RAHP funds and will be entitled to vote solely on RAHP issues and not on other King County Consortium matters coming before the JRC. The

Seattle representative shall be an elected official, department director or comparable level staff.

2. Powers and Duties of the JRC. The JRC shall be empowered to:
 - a. Review and adopt annual RAHP fund allocations.
 - b. Review and adopt RAHP allocation policies.
 - c. Review and adopt any subsequent updates to the RAHP Administrative Guidelines, **as needed (the most recent version of the RAHP Administrative Guidelines are attached to this Agreement as Exhibit 1 for illustrative purposes).** A jurisdiction that is party to this Agreement may dispute a JRC decision concerning the RAHP Guidelines by informing the JRC Chair of the dispute, and the JRC Chair will schedule time on the JRC agenda to discuss and resolve the disputed issue.

In carrying out its duties, the JRC shall make decisions that are consistent with the RCW 36.22.178, the Consolidated Housing and Community Development Plan of the King County Consortium and the City of Seattle, the Ten Year Plan to End Homelessness in King County and other local housing plans, as applicable.

3. Interjurisdictional Advisory Committee to the JRC. In fulfilling its duties under this Agreement, the JRC shall consider the advice of an Advisory Committee, made up of representatives from those jurisdictions eligible to participate in the RAHP that choose to send representation. The Advisory Committee will meet at least once per year with county staff to recommend projects for RAHP funding to

the JRC and may monitor the distribution of RAHP funds to the sub-regions and make recommendations to the JRC concerning actions to achieve geographic equity. If the Advisory Committee considers issues other than the RAHP, the staff from the City of Seattle shall only participate for the purpose of making RAHP recommendations.

- B. Administration of RAHP Programs. The King County Housing and Community Development Program (“HCD”) staff shall distribute RAHP funds pursuant to the allocations adopted annually by the JRC, and shall administer the program pursuant to the terms of this Agreement and the RAHP Administrative Guidelines.

County HCD staff shall provide the JRC and the Advisory Committee with an annual report that provides information about the capital housing projects that were awarded RAHP funds in that year, as well as the status of capital housing projects that were awarded RAHP funds in a prior year(s).

County HCD staff shall invite the representatives of cities that are a party to this Agreement to be involved in any work groups convened to update the RAHP Operations and Maintenance (“O&M”) Fund policies, and to be on the review panel that will recommend O&M funding awards to the JRC.

- C. Administrative Costs. The county agrees to pay the costs of administering the RAHP out of the five percent (5%) of the funds collected by the county for expenses related

to collection, administration and local distribution of the funds, pursuant to RCW 36.22.178. No portion of the sixty percent (60%) of the RCW 36.22.178 revenue retained by the county in a fund for the RAHP shall be utilized for RAHP administration.

- D. Interest on the RAHP Fund. Interest accrued on the sixty percent (60%) of the RCW 36.22.178 revenue retained by the county in a fund for the RAHP shall remain with the RAHP fund and will be distributed to projects according to the subregional allocation target formula found in the RAHP Administrative Guidelines.
- E. Sub-Regional Geographic Equity. The parties intend that the RAHP funds shall be awarded to projects throughout the county in a fair and equitable manner over the duration of this Agreement. Equity is to be achieved through sub-regional allocation targets, as follows: A fixed percentage of RAHP local funds will be allocated to each sub-region of the county identified in the RAHP Administrative Guidelines by the expiration of this Agreement. The percentage goals for each sub-region set by the formula in the RAHP Administrative Guidelines shall be updated by the JRC when new data is available.
- F. General Use of Funds. The local portion of the RCW 36.22.178 revenue shall be utilized to meet regional housing priorities for households at or below fifty percent (50%) of area median income, as established in the RAHP Administrative Guidelines.

G. Compliance with Fair Housing Laws. Parties to this Agreement must take actions necessary to ensure compliance with the Federal Fair Housing Act, as amended, the Americans with Disabilities Act of 1990, and other applicable state and local fair housing laws.

IV. **Effective Date**

This Agreement shall be effective on **January 1, 2012.**

V. **Agreement Duration**

A. **This Agreement shall extend for a three-year period, through the 2012, 2013 and 2014 calendar years, and shall remain in effect until the RAHP funds allocated in this three-year period, including any recaptured funds received with respect to activities funded during this three-year period, are expended, and the funded activities completed.**

B. **Renewal. In the final year of the three-year Agreement period, the county will initiate a review of the Agreement no later than March 1st, through an invitation to all eligible cities in the county, to determine whether a majority of cities favor automatic renewal without amendment for a successive three-year period, or whether there are potential amendments. This Agreement shall be automatically renewed for participation in a successive three-year Agreement period, unless the city official empowered to sign the Agreement provides written notice to the county that it elects not to participate in a new three-year Agreement period, or that it wishes to amend the Agreement, by**

the date set forth by the county in a letter to the city following the review process.

VI. General Matters and Recording

- A. No separate legal or administrative entity is created by this Agreement. It is not anticipated that the JRC, the Advisory Committee, nor the RAHP/2060 Planning Group will acquire or to hold any real or personal property pursuant to this Agreement. Any personal property utilized in the normal course of the work of such bodies shall remain the property of the person, entity or city initially offering such personal property for the use of any such body.
- B. The county may terminate this Agreement if at least forty percent (40%) of the jurisdictions in the county representing seventy-five percent (75%) of the population of county have not signed this Agreement by February 1, 2012, and by February 1st of the first year of successive three-year periods.
- C. The parties to this agreement agree to convene the King County RAHP Consortium as rapidly as possible after a proclamation of a state of emergency by the King County Executive or when the King County Emergency Coordination Center activates Emergency Services Function 6 (ESF-6), which provides for mass care, emergency assistance, housing and human services. The RAHP Consortium will be convened through a meeting of the Joint Recommendations Committee (JRC) and any representatives of Consortium Cities that desire to attend. The meeting will be convened after the county has been able to gather adequate information regarding housing

displacement and potential interim housing needs as a result of the emergency. The purpose of the JRC meeting will be to review the Post-Disaster Interim Housing Annex to the King County Comprehensive Emergency Management Plan, and other available information regarding the emergency, and to begin the process to acquire all federal, state, private or other disaster funding assistance for housing and related needs available to the Consortium. The JRC will also begin the process to determine if the Consortium can commit any RAHP Consortium funds or other Consortium funds (CDBG, Disaster CDBG, HOME or other federal funds that may be available to the King County Consortium through HUD) for disaster interim housing efforts.

- E. Recording - Pursuant to RCW 39.34.040, this Agreement shall be filed with King County Records.

KING COUNTY, WASHINGTON

CITY OF _____

For King County Executive

By: Signature

Jackie MacLean, Director
Printed Name

Printed Name

Department of Community and Human Services

Title

Date

Date

Approved as to Form:

Approved as to Form:

OFFICE OF THE KING COUNTY
PROSECUTING ATTORNEY

CITY OF _____
CITY ATTORNEY

Michael Sinsky, King County Senior Deputy
Prosecuting Attorney

City Attorney

ATTEST:
CITY OF _____

City Clerk

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May 23, 2011

To: Mayor Gerken and Councilors

From: Steve Clark, Director of Public Works
Dan Mattson, Capital Projects Manager

Subject: Construction Administration Agreement Supplement No. 3 for Witte Road and SE 248th Street Intersection Improvements Project (T-12)

Background

On February 8, 2010, the City Council approved Resolution No. R-10-746 authorizing the City Manager to execute C -09-717, Supplemental Services Agreement No. 2, with KBA Inc. to provide continued Construction Administration Services for Project T - 12 (Witte Road and SE 248th Street Intersection Improvements) .

Discussion

The proposed additional scope of work is to provide extended construction administration and project closeout services, including final project management assistance, final inspection, asphalt pavement materials testing, and final contract documentation. These services are outlined in Exhibit E-1 that is attached to Supplemental Agreement No. 3.

The additional contract proposal described above is within the construction budget of the project. At the present time, nearing substantial completion of this project, it appears that there will be significant savings regarding from the construction bid/budget.

Fiscal Impact

The proposal described above is projected to cost the City \$60,700. The components of the cost and funding sources are identified below.

	The Proposal	Total Budget	2010 & Prior Actuals	Other Commitments	Additional Remaining Budget
Expenditures					
T12 -Witte Road & SE 248th Street					
Mgt & Eng		\$ 555,639	555,639		\$ -
Acquisition		155,899	156,265		(366)
Construction		161,244	44,646	\$ 116,598	-
Construction Administration - KBA	60,700	572,000	298,023	273,977	(60,700)
Construction Administration - City		215,932	165,932	50,000	-
Construction Support - KPG		55,253	55,227	6,693	(6,667)
Goodfellow Brothers		3,333,571	1,308,950	1,942,838	81,783
Subtotal Construction	60,700	4,338,000	1,872,778	2,390,106	14,416
	\$ 60,700	\$ 5,049,538	\$ 2,584,682	\$ 2,390,106	\$ 14,050
Source of Funding					
T12 -Witte Road & SE 248th Street					
Federal Grant		\$ 1,250,000	\$ 750,000	\$ 500,000	-
Street Fund		119,999	119,999		-
Surface Water Management		200,000		200,000	-
Transportation Impact Fee Fund	30,350	1,899,769	917,341	945,053	7,025
Real Estate Excise Tax Fund	30,350	1,579,770	797,342	745,053	7,025
	\$ 60,700	\$ 5,049,538	\$ 2,584,682	\$ 2,390,106	\$ 14,050

The fiscal impact of this proposal is included within the existing fund budgets as noted above.

Recommendation

Approve the proposed resolution authorizing the City Manager to sign Supplemental Agreement No. 3 with KBA.

Attachments

1. Supplemental Agreement No. 3
2. Draft Resolution

Supplemental Agreement No. 3	Client: City of Maple Valley
Basic Agreement No. C-09-717	Consultant Organization and Address KBA, Inc. 11000 Main Street Bellevue, WA 98004 Phone: (425) 455-9720
Project Title: Witte Rd. & SE 248th Street Improvements – CM Services	
New Maximum Amount Payable, including all Supplements: <u>\$632,150.00</u>	
Purpose for, and Summary of Services under, this Supplement: To continue the Construction Management Services begun under the initial Preliminary Construction Management Services scope authorized October 19, 2009, and to extend the completion date to June 30, 2011.	

The Client desires to supplement the Agreement cited above, entered into with KBA, Inc. and executed on October 19, 2009. The effective date of this Supplement is **May 31, 2011**.

All provisions in the Basic Agreement remain in effect except as expressly modified by this Supplement No. 3.

The changes in the Agreement are described as follows:

Section II, Scope of Services:

N/A

Section IV, Time for Beginning and Completion:

The completion date is revised to **July 31, 2011**.

Section V, Payment Provisions:

The total amount authorized to be added to the Agreement via this supplement is **\$60,700**, as detailed in the attached Exhibit E-1, Supplemental No. 3.

If you concur with this Supplemental Agreement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

CONSULTANT:

CLIENT:

KBA, Inc.

CITY OF MAPLE VALLEY

By: _____
Kristen A. Betty, P.E.
President

By _____
Printed Name: _____

Title: _____

Date: _____

Date: _____

Authorized Under Contract:

Original LAG Agreement	\$	21,450.00
Supplemental #1 (date ext only)	\$	-
Supplemental #2 (CM Services)	\$	550,000.00
Invoiced to Date (through 3/31/11)	\$	(523,422.83)
Balance Remaining (at 3/31/11)	\$	48,027.17

CM Svcs Budget through 3/31/11.
Supp #3 to extend budget through 6/30/11.

Personnel	Classificaiton	April 2011 (actuals)	May 2011 Estimate	June 2011 Estimate	2011 DSC Rate	TOTAL DSC
K Adams	Project Mgr	5.00	4.00	4.00	\$ 69.50	\$ 904
Ed Cline	Resident Eng	55.75	50.00	24.00	\$ 45.40	\$ 5,891
Andrew Zimmerman	Office Eng	148.75	100.00	80.00	\$ 31.50	\$ 10,356
Bill McKee	Inspector	192.50	176.00	80.00	\$ 44.00	\$ 19,734
TOTAL HRS / DSC		402.00	330.00	188.00		\$ 36,884

Overhead	133.52%	\$ 49,247
Fixed Fee	30.00%	\$ 11,065
TOTAL LABOR (DSC+OH+FF)		\$ 97,196

Direct Expenses:

Field Equipment Lease	\$ 350	\$ 350	\$ 350	\$ 1,050
Mileage	\$ 61	\$ 60	\$ 60	\$ 181
Vehicles	\$ 1,650	\$ 825	\$ 825	\$ 3,300
TOTAL DIRECT EXPENSES				\$ 4,531

SUBCONSULTANT

Mayes Testing	\$ 7,000
---------------	----------

TOTAL ESTIMATED COSTS (April - June 2011)	\$ 108,727
Less Balance Remaining (as of 3/31/11)	\$ (48,027)
TOTAL REQUEST FOR SUPPLEMENTAL #3	\$ 60,700

Additional Fixed Fee Requested for Supplemental #3:

Total Additional Budget for Supp #3	\$ 60,700
Less Direct Expenses	\$ (4,531)
Total (DSC+OH+Fee)	\$ 56,169 /LM: 2.6352
Labor	\$ 21,315
OH	\$ 28,460
FF	\$ 6,394

CITY OF MAPLE VALLEY, WASHINGTON

RESOLUTION NO. R-11-811

A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON, AUTHORIZING THE CITY MANAGER TO EXECUTE A SUPPLEMENTAL AGREEMENT WITH KBA INC. FOR ADDITIONAL CONSTRUCTION ADMINISTRATION SERVICES ON PROJECT T - 12 (WITTE ROAD AND SE 248TH STREET INTERSECTION IMPROVEMENTS)

WHEREAS, On February 8, 2010, the City Council approved Resolution No. R-10-746 authorizing the City Manager to execute C-09-717, Supplemental Services Agreement No. 2, with KBA Inc. to provide continued Construction Administration Services for Project T - 12 (Witte Road and SE 248th Street Intersection Improvements); and

WHEREAS, the City has negotiated an additional scope of services and budget with KBA Inc.;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY, WASHINGTON, DO RESOLVE AS FOLLOWS:

Section 1. Authorization. The City Manager is hereby authorized to execute an amendment to C-09-717, Supplemental Services Agreement No. 3, with KBA Inc. to amend the Scope of Work, extend the duration, and provide additional compensation relating to Construction Administration Services for Project T - 12 (Witte Road and SE 248th Street Intersection Improvements). A copy of the Supplemental Agreement No. 3, Basic Agreement No. C-09-717 has been filed with the City Clerk and identified with Clerk's Receiving No. _____.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE 23RD DAY OF MAY 2011.

Noel T. Gerken, Mayor

ATTEST:

Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM;

Christy A. Todd, City Attorney



Date: May 18, 2011
To: Mayor Gerken and City Council
From: Michelle Bennett, Police Chief
RE: Department of Corrections Partnership ILA Contract

Background and Discussion

The building formerly known as King County Precinct 3, now called East Precinct South, is scheduled to close some time in fall, 2011. Knowing that closure was forthcoming, Department of Corrections (DOC) representative Kim Dewing contacted the Maple Valley Police Department to ascertain if the DOC officer (Officer John Conaty) they have currently housed out of Precinct 3 could come to work out of the Maple Valley Police Department. It is of benefit that the DOC officer works with police officers to monitor, address and contact offenders living in our area. Officers and detectives out of Precinct 3 have regularly worked with the DOC representative and have made home visits to DOC repeat offenders, registered sex offenders, and other individuals who are on active DOC supervision and live in the greater Maple Valley area. Officers in Maple Valley have also enjoyed the partnership with working with DOC when addressing repeat offenders who live in the City of Maple Valley. DOC officers are able to make house checks on offenders to check for conditions of compliance with DOC release supervision stipulations. Regular police officers cannot perform that such detailed checks, and therefore working with DOC officers allows officers in Maple Valley to better deal with repeat and serious offenders living in the area. We would like to continue this beneficial partnership with DOC and thus would like to house the DOC officer out of the Maple Valley Police Department.

The DOC officer works Monday through Thursday, various hours. The DOC officer meets with offenders at the DOC office in Kent. He does not meet with offenders at the Maple Valley Police Department office. The interlocal agreement stipulates that:

- The DOC officer does not need a phone line; he will carry his department issue cell phone.
- The DOC officer will use a VPN plug-in, utilizing our IT line to plug into the DOC network. There may be a minimal cost to activate appropriate wiring, etc. to the roll call room office.
- The DOC officer will continue to use DOC offices in Kent and other areas for some of his department business.
- The DOC officer foresees minimal use of City of Maple Valley supplies/paper/copying. etc.

Recommended Action

The Maple Valley Police Department seeks approval of a Resolution authorizing the City Manager to execute the ILA with DOC. It appears that the City of Maple Valley has the following options:

- The City of Maple Valley could choose to sign the ILA with the DOC to house their officer out of Maple Valley.
- The City of Maple Valley could choose not to sign the ILA with the DOC to house their officer out of Maple Valley.

Possible Motion

“I move that Council adopt Resolution R-11-XXX, authorizing the City Manager to execute an interlocal agreement with Department of Corrections to provide work space to a Community Corrections Officer at the Maple Valley Police Department Offices.”

Attachments

1. Interlocal Agreement
2. Resolution R-11-XXX

INTERLOCAL AGREEMENT

This Interlocal Agreement ("Agreement") is made by the State of Washington, Department of Corrections, hereinafter "Department," and the City of Maple Valley, a Washington municipal corporation, hereinafter "Agency."

WHEREAS, RCW Chapter 39.34, Interlocal Cooperation Act permits state agencies and local Governments to make the most efficient use of their powers by authorizing them to enter into Agreements with each other, in order to provide services and facilities in a manner best serving the needs and development of their local communities; and

WHEREAS, the purpose of this Agreement is to allow Department to place a Community Corrections Officer (CCO) at the premises of the Agency, located at 22017 S.E. Wax Rd., Suite 100, Maple Valley, WA 98038 ("Premises");

NOW THEREFORE, in consideration of the terms and conditions contained herein, the Department and the Agency agree as follows:

1. Agency Responsibilities: Agency shall provide:
 - A. Office space for one (1) CCO at the Premises.
 - B. Provide connection to network infrastructure and Internet connectivity that will allow the CCO the ability to establish VPN connectivity to the DOC network..
 - C. Accessibility to the premises seven days a week, twenty-four hours per day.
 - D. A mail box slot at Premises to which CCO has access.
 - E. Janitorial service for the office space.

2. Department Responsibilities: Department, by and through the CCO, shall:
 - A. Staff the office one or two days per week, generally from 8 a.m. to 5 p.m.
 - S. Keep the office space clean.
 - C. Wear Department identification at all times when within the Premises.
 - D. Escort visitors at all times while within the Premises.
 - E. Maintain a visitor's log, and require all visitors to the CCO, while on the Premises, to sign their names in the log and enter the time at which they enter and exit the Premises.

3. Mutual benefits: This Agreement improves both parties ability to carry out public safety responsibilities through:
 - A. Joint Operations covering events, holidays, and home/field contact.
 - B. Immediate response regarding felons under Department supervision.
 - C. Joint involvement in Community groups.

4. Access to information:
 - A. Access to all Department computer systems and files are restricted to the CCO. The Department will follow its policy for dissemination of any information from its computer systems and files, in accordance with the Memorandum of Understanding (Exhibit A) and the Acceptable Use of Technology set forth by the

Department (Exhibit B).

- B. Access to all Agency computer systems and files are restricted to Agency personnel. The Agency will follow its policy and applicable law concerning dissemination of all Agency information, in conjunction with King County Sheriff's Office policy.
5. Term: This agreement is retroactive to April 1, 2011 and shall continue in effect until March 31, 2013. Such term may be extended by the mutual agreement of the parties hereto for up to two (2) one-year periods. Either party may terminate this Agreement by giving thirty (30) days written notice to the other.
 6. Hold Harmless: Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees, and volunteers. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a part to this Agreement.
 7. Contact Persons: The parties stipulate that the following persons shall be the contact person for their respective jurisdiction.
 - A. Michelle Bennett, Chief of Police, City of Maple Valley Police Department, 22017 S.E. Wax Rd., Suite 100, Maple Valley, WA 98038, (425) 413-5158, michelle.bennett@kingcounty.gov.
 - B. Kimberli Dewing, Community Corrections Supervisor, Kent Field Unit, 606 W. Gowe St., Kent, WA 98032, (253) 372-6451, kimberli.dewing@doc.wa.gov.
 7. Independent Contractor:
 - A. No agent, employee, servant or representative of the Department shall be deemed to be an employee, agent, servant or representative of the Agency for any purpose, and the employees of the Department are not entitled to any of the benefits the Agency provides for its employees. The Department will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors or representatives during the performance of this Agreement.
 - B. In the performance of the duties herein contemplated the CCO is an independent contractor with the authority to control and direct the performance of the details of the work performed for the Department.
 8. Nothing herein shall require or be interpreted to:
 - A. Waive any defense arising out of RCW Title 51.
 - B. Limit or restrict the ability of either entity or employee or legal counsel for either entity or employee to exercise any right, defense or remedy which a party to a lawsuit may have with respect to claims for third parties, including, but not limited to, any good faith attempts to seek dismissal of legal claims against a party by any proper means allowed under the civil rules in either state or federal court.
 9. General Provisions:
 - A. Entire Agreement. This Agreement contains all of the terms with respect to any matter covered or mentioned in this Agreement.

- B. Modification. No provision of this Agreement may be modified except by written agreement signed by the Parties.
- C. Successors. This Agreement shall be binding upon the Parties' successors in interest, their heirs and assigns.
- D. Severability. Any provision of this Agreement which is declared invalid or illegal shall in no way affect or invalidate any other provision.
- E. Default. In the event that either of the Parties defaults on the performance of any terms of this Agreement or either party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses.
- F. Venue. The venue for any dispute related to this Agreement shall be King County, Washington.
- G. Waiver. Failure of the Agency to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.
- H. Performance. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

10. Governance: This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable state and federal statutes and rules;
- B. Statement of work; and
- C. Any other provisions of the Agreement; including materials incorporated by reference.

THIS Interlocal Agreement, consisting of four (4) pages, is executed by the persons signing below who warrant that they have the authority to execute the Agreement.

CITY OF MAPLE VALLEY

DEPARTMENT OF CORRECTIONS

David W. Johnston

Gary Banning
Contracts Administrator (Title)

(Date)

(Date)

ATTEST:

Shaunna Lee-Rice, City Clerk

Approved as to Form:

Christy A. Todd

Assistant Attorney General

Attachments (2)

- A. Memorandum of Understanding Washington State Department of Corrections With City of Maple Valley
- B. DOC Policy 280.100 Acceptable Use of Technology



Memorandum of Understanding Washington State Department of Corrections With City of Maple Valley

1. Purpose

The Maple Valley Police Department hosts Department of Corrections' Community Corrections Officers (DOC CCO) at Police locations. The City of Maple Valley (Maple Valley) has agreed to allow the CCO use of their network infrastructure and Internet connectivity for the purpose of connecting to the DOC network via Virtual Private Networking (VPN). This Memorandum of Understanding (MOU) will outline agreed upon roles and responsibilities between the Washington State Department of Corrections and the City of Maple Valley in support of DOC's network connectivity as described above.

2. Scope of service

The Maple Valley Police Department is located in Maple Valley, WA. The DOC IT staff based out of Seattle, WA supports the DOC staffs at various locations. DOC is supplying the computer, software client and digital key fob for authorized staff to use in establishing a VPN connection to DOC's network. The software, fob and resultant VPN connection to the DOC network will only be used by staff authorized by DOC and with DOC owned and managed computing equipment.

Maple Valley agrees to provide the network infrastructure and Internet connectivity that will allow the DOC CCO staff to establish VPN connectivity to the DOC network.

Personnel using this computer and VPN connection agree to adhere to computer general use guidelines as noted in State of Washington Department of Corrections, Acceptable Use of Technology DOC 280.100, which, in summary, states the computing device will have valid licensed software, will not copy or distribute any sensitive Maple Valley information, will refrain from accessing inappropriate internet sites and will refrain from conducting private business activities when the computing device is attached to the Maple Valley LAN.

Maple Valley IT reserve the right to audit the computer system/s from time to time with the assistance of DOC IT, to ensure the system/s meets security requirements outline below and the right to remove a system from the Maple Valley network without notice, if it is suspected this system does not meet these requirements or is causing issues on the Maple Valley network.

DOC will provide for the following security considerations for computing equipment installed to provide VPN access to DOC services.

- DOC will install an active virus protection program and this program will automatically receive daily updates to the virus definition files.
- DOC will enable the workstation to automatically download and install all Microsoft security updates.
- DOC will provide a computing system that is at a minimum level of Windows 2000 (SP4) or Windows XP (SP2) and this system will have a descriptive NetBIOS or machine name which begins with DOC1xxxxxx to assist host agencies in identifying this system on their network
- DOC provided equipment will be protected by user account and passwords to further prevent unauthorized usage of the system.



When there are scheduled network outages that may impact DOC staff connectivity to the DOC network, Maple Valley agrees to notify the impacted DOC staff as soon as they reasonably can.

The VPN software installed on the DOC computer will not allow split tunneling. This means that DOC staff will not be able to connect to Maple Valley Police Department resources on their network (e.g. printers, desktop faxing, print, file, terminal servers or the like) while connected via the DOC VPN.

The sole use of the Maple Valley infrastructure and Internet connectivity will be for providing VPN connectivity to the DOC network. Likewise, Maple Valley staff will not use the DOC VPN connection to gain access to DOC network data or resources unless specifically authorized.

DOC Information Technology Staff

Brian Brown, Information Technology Operations Manager NW
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Maple Valley Technology Staff

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3. Terms of agreement

By their signatures of this document, each Party indicates agreement to its content, that it is valid, has achievable objectives, and represents the intent of DOC Information Technology to meet the system needs of the Department of Corrections at Maple Valley.

This document is maintained by Brian Brown, Regional Information Technology Operations Manager. Any modifications to this agreement require the review and approval of all Parties. Input relative to the content or distribution of this document should be forwarded to Brian Brown.



This document will remain in effect until replaced with an updated version. It will be reviewed annually for applicability. The next review is scheduled for “As needed”.

4. Approval

Chief Information Officer, WA Dept. of Corrections

Signature	(Print Name)	Date
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Community Corrections Supervisor, WA Dept. of Corrections

Signature	(Print Name)	Date
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Community Corrections Officer 3, WA Dept. of Corrections

Signature	(Print Name)	Date
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David W. Johnston City Manager, City of Maple Valley

Signature	(Print Name)	Date
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STATE OF WASHINGTON
DEPARTMENT OF CORRECTIONS

APPLICABILITY
DEPARTMENT WIDE

REVISION DATE
8/31/10

PAGE NUMBER
1 of 8

NUMBER
DOC 280.100

POLICY

TITLE
ACCEPTABLE USE OF TECHNOLOGY

REVIEW/REVISION HISTORY:

- Effective: 2/1/92
- Revised: 4/15/95
- Revised: 1/26/04
- Revised: 4/3/06
- Revised: 8/10/06 AB 06-007
- Revised: 4/26/07
- Revised: 7/26/07 AB 07-021
- Revised: 5/14/08
- Revised: 6/22/09
- Revised: 8/2/10
- Revised: 8/31/10

SUMMARY OF REVISION/REVIEW:

Added back previous policy language throughout III.B.2. - Adjusted language for clarification

APPROVED:

Signature on file

ELDON VAIL, Secretary
Department of Corrections

8/26/10

Date Signed

 <p>STATE OF WASHINGTON DEPARTMENT OF CORRECTIONS</p> <p>POLICY</p>	APPLICABILITY DEPARTMENT WIDE		
	REVISION DATE 8/31/10	PAGE NUMBER 2 of 8	NUMBER DOC 280.100
	TITLE ACCEPTABLE USE OF TECHNOLOGY		

REFERENCES:

DOC 100.100 is hereby incorporated into this policy; [WAC 292-110-010](#); [ACA 4-4101](#); [ACA 7D-05](#); [DOC 280.310 Information Technology Security](#); [DOC 280.825 Technology Governance](#); [DOC 280.925 Offender Access to Electronic Data](#)

POLICY:

- I. The Department has established guidelines and procedures for access to and the acceptable use of Information Technology resources (e.g., Internet, electronic mail (email), cellular phones, portable computing devices, computer hardware and software, printers, fax machines, etc.) to provide an organized system of information, analysis, collection, storage, retrieval, reporting, and review. [7D-05]
- II. The Department will maintain software and systems to monitor the use of Information Technology resources.
- III. The Department will ensure all staff who have direct access to information in the information system are trained in and responsive to the system's security requirements. [4-4101]

DIRECTIVE:

- I. General Guidelines
 - A. Computer hardware, Information Technology systems, the Internet, email, cellular phones, and all other Department Information Technology resources will be used for official business purposes. However, there are exceptions per the Washington State Executive Ethics Board.
 - B. The Department may monitor the use of computers, the Internet, email, cellular phones, portable computing devices, and all other Information Technology resources. The Secretary/designee may authorize seizure of data, electronic records, and Information Technology hardware as required to fulfill the Department's mission and ensure the appropriate use of Department resources.
 - C. All Department-owned computers and all computers connected to the Department's network will use Department approved anti-virus software.
 - D. Anyone who uses the Department's Internet, email, cellular phone, and portable computing device technology resources in a manner that violates this policy may have his/her access immediately terminated and may be subject to corrective/disciplinary action, up to and including dismissal.

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<h1>POLICY</h1>			

- E. Access to the Department's computing resources may be granted to non-employees when there is a legitimate business need. The approval process and requirements contained in this policy also apply to non-employee users.
- F. Offender access to electronic data will be limited to local Information Technology systems dedicated as offender systems per DOC 280.925 Offender Access to Electronic Data.
- G. Users of the Department's Information Technology resources will only use the resources within the privileges and permissions granted to them and only for their intended business purposes. Information Technology resources include, but are not limited to:
 - 1. Data,
 - 2. Hardware, including computers and servers,
 - 3. Software, and
 - 4. Network infrastructure.
- H. When outside the Department network, staff may access their Department email through Outlook Web Access using personal computing devices for reading and sending email. Staff are advised that any business-related document saved or printed is subject to public disclosure.
- I. All Department-owned computers and all computers connected to the Department's network must be current with Department approved software security patches. A list of approved patches can be obtained from the Information Technology Customer Assistance Center.
- J. Wireless capability, including Bluetooth and WiFi protocols (802.11x), will be disabled on all computing devices (e.g., laptops, workstations, etc.) unless otherwise authorized. Wireless capability on cell phones will be addressed per DOC 400.030 Security Guidelines for Wireless Portable Technology in Facilities.
 - 1. Non-Department staff, business partners, and contractors must complete DOC 08-058 Information Technology Request to request authorization for necessary access rights and privileges for using wireless capability on computing devices.

II. Media

- A. Business-related CDs, DVDs, or similar high capacity disks (e.g., BluRay disks), may be used on Department computing equipment, even if they are not Department owned.

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- B. Department computing resources will not be used to play non-business CDs or DVDs.

III. Internet

- A. All Department staff will receive access to the Internet. Requests for Internet access by non-Department staff and business partners will be made by completing DOC 08-012A Secure Outside Agency - Systems Access Request.
- B. The Internet will be used for official business purposes. However, per WAC 292-110-010, the Washington State Executive Ethics Board has determined that accessing the Internet for personal reasons on an employee's own time during non-working hours (e.g., breaks, before and after work) is acceptable.
1. At a minimum, personal use of the Internet should:
 - a. Be brief in duration,
 - b. Be infrequent,
 - c. Not interfere with the performance of official duties,
 - d. Not disrupt or distract from conducting state business, and
 - e. Not compromise the security or integrity of state property, information, or software.
 2. Personal banking and purchasing items over the Internet do not qualify as acceptable use.
- C. The Internet or the Department's computing resources will not be used to intentionally:
1. Transmit, display, view, archive, store, distribute, edit, or record nudity, erotic content, or sexual content, except in situations where the information is needed in conjunction with the duties assigned to a position.
 2. Download or distribute unauthorized software or data (e.g., images, wallpapers, screensavers, toolbars, or computer programs).
 3. Disable or overload any computer system or network, or circumvent any system intended to protect the privacy or security of another user.
 4. Perform any functions that are against the law.
 5. Propagate any virus, worm, Trojan Horse, trap door program code, or similar type coding.

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6. Download entertainment software or games, or play games over the Internet.
7. Use instant messaging or chat applications for non-business purposes.
8. Download non-business music or video files.
9. Use streaming media for non-business purposes (e.g., listening to non-business Internet, music, or radio programs, or viewing non-business Internet videos or television programs).
10. Use peer-to-peer file sharing programs (e.g., programs used to share music and video files).
11. Access or use social networking or dating sites (e.g., MySpace, Facebook, Craigslist, or Match.com) for non-business purposes.

D. Internet resources and Department computing resources will not be used to express personal views or opinions as if they constitute official views/opinions of the Department.

IV. Electronic Messaging

- A. Use of the Department's email resources must be authorized. Authorization to use email will be requested on DOC 08-012 IT-DOC Systems Access Request (SAR).
- B. State-provided electronic message systems will not be used to transmit or store information that promotes or encourages:
 1. Discrimination on the basis of age, race, color, gender, religion, disability, or sexual orientation,
 2. Sexual harassment,
 3. Copyright infringement,
 4. Employee misconduct,
 5. An employee's personal political beliefs or personal business interests,
 6. Any unlawful activity, or
 7. Bullying, general harassment, or any inappropriate behaviors, such as jokes and crude humor.
- C. Department network users may send and receive personal messages through their Department email account on an occasional and limited basis per the Washington State Executive Ethics Board. Any message received or sent via Department Information Technology resources may be read by the Department and be subject to public disclosure.

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- D. Users of Department Information Technology resources will not access personal email accounts via Department resources. Users will not go to their personal email account or any non-Department email account through a Department computing resource to view, retrieve, or send email. Personal email accounts include, but are not limited to:
1. Personal web mail accounts (i.e., Yahoo, MSN, or Google), and
 2. Personal Information Service Provider accounts through an email program (e.g., email accounts on Comcast or Qwest).
- E. Access to another user's email, email account, and email resources must be authorized. Access may be obtained as follows:
1. The Appointing Authority may authorize access to another user's email account if the user is in his/her chain of command. Requests will be made on DOC 08-076 DOC Information Technology Security Data Request.
 2. The user may voluntarily give access to his/her email to another user, but is not required to provide access.
 3. Information Technology staff may access another user's email account as required to conduct Department business and only as their duties require.
 4. Department email may be accessed as required by law, regulation, or policy (e.g., public disclosure requests or a request by any court).
 5. In emergent situations, the Chief Information Officer/designee may authorize access to another user's email account. Requests will be made on DOC 08-076 DOC Information Technology Security Data Request.
- V. Cellular Phones and Other Wireless Portable Technology
- A. Each employee issued a wireless device will complete DOC 08-074 Acknowledgment of Receipt of Wireless Device.
 - B. State-owned wireless portable devices and services will be used to conduct state business. However, employees may use state-owned wireless portable devices for personal use on an occasional and limited (i.e., de minimis) basis per WAC 292-110-010.
- VI. Portable Computing and Storage Devices
- A. Only Department-issued portable computing and storage devices, including flash and thumb drives or portable hard drives, may be connected to another Department computing device, network, or network infrastructure device. Small

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hand-held portable computing devices (e.g., Personal Digital Assistants, Blackberrys, or smart phones) must be authorized before being connected to another Department computing device, network, or network infrastructure device. Computing devices and network infrastructure include workstations, laptops, servers, network jacks, wireless access points, switches, hubs, routers, and firewalls.

1. Non-Department staff, business partners, and contractors must complete DOC 08-058 Information Technology Request to receive authorization for necessary access rights and privileges for using contractor-owned devices.
- B. All portable computing and portable storage devices storing confidential information transported outside of a Department facility must be protected with Department-approved encryption software and configured to Department standards for secure file storage. Information on secure file storage standards may be obtained from Information Technology support staff.
- C. All portable computing and storage devices must be password protected.
- D. All portable computing devices will meet Department anti-virus software standards. Information on anti-virus software standards may be obtained from Information Technology support staff.

VII. Exceptions

- A. The Chief Information Officer/designee may authorize the following exceptions:
 1. The connection of employee-owned and/or non-standard devices, including portable computing devices, to a Department computer or the Department network per DOC 280.310 Information Technology Security.
 2. The use of Department approved anti-virus software.
 - a. All exceptions for use of virus scanning software must be noted in the Department's Information Technology Security Program.
 3. Enabled wireless capability for a Department computing device.
 4. Exceptions to portable computing and portable storage acceptable use requirements.
- B. Approval will be requested on DOC 08-058 Information Technology Request per DOC 280.825 Technology Governance.

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VIII. Obligation to Protect Information Technology Resources

- A. Users have an obligation to protect Information Technology resources and will use reasonable precautions to protect computing devices and data from unauthorized use.

DEFINITIONS:

Words/terms appearing in this policy may be defined in the glossary section of the Policy Manual.

ATTACHMENTS:

None

DOC FORMS:

- [DOC 08-012 IT-DOC Systems Access Request \(SAR\)](#)
- [DOC 08-012A Secure Outside Agency - Systems Access Request](#)
- [DOC 08-058 Information Technology Request](#)
- [DOC 08-074 Acknowledgment of Receipt of Wireless Device](#)
- [DOC 08-076 DOC Information Technology Security Data Request](#)

CITY OF MAPLE VALLEY, WASHINGTON

RESOLUTION NO. R-11-

**A RESOLUTION OF THE CITY OF MAPLE VALLEY, WASHINGTON,
AUTHORIZING THE CITY MANAGER TO EXECUTE AN
INTERLOCAL AGREEMENT WITH THE DEPARTMENT OF
CORRECTIONS.**

WHEREAS, the Parties are “public agencies” as defined by Chapter 39.34 RCW, and through the provisions of that Chapter are authorized by state law to enter into interlocal agreements on the basis of mutual advantage and thereby to provide services and facilities in the manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs of local communities; and

WHEREAS, RCW 39.34.030 authorizes an agreement for joint or cooperative action by a public agency upon appropriate legislative action by the governing body of each agency prior to entry into such agreement; and

WHEREAS, the City Council desires to offer work space to a Community Corrections Officer in order to enhance services to the residents of Maple Valley;

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MAPLE VALLEY,
WASHINGTON, DO RESOLVE AS FOLLOWS:**

Section 1. Authorization. The City Manager is hereby authorized to execute an InterLocal Agreement with the Washington State Department of Corrections. A copy of the Agreement has been filed with the City Clerk and identified with Clerk's Receiving No. _____.

PASSED BY THE CITY COUNCIL AT A REGULAR MEETING THEREOF ON THE
23rd DAY OF May, 2011.

CITY OF MAPLE VALLEY

Noel T. Gerken, Mayor

ATTEST/AUTHENTICATED:

Shaunna Lee-Rice, City Clerk

APPROVED AS TO FORM:

Christy A. Todd, City Attorney

City Hall Update

For weeks ending May 13 and 20, 2011

City Council	City Manager
<ul style="list-style-type: none"> • City Council meetings • Meeting with City Manager (VLJ) • Chamber luncheon (VLJ) • EOC meeting (VLJ) • City Manager's business breakfast (VLJ) • Meeting with Bob Gould (VLJ) • Meeting with T.J. Martenell (MV/Covington Reporter re YMCA) (VLJ) • MVYSO Big Bang Concert (LB) • SCA PIC (LB) • WRIA 8 (LB) • WRIA 8 Management Committee (LB) • Renton Share the Trail event (LB) • Phone call with Reporter Kris Hill re Four Corners Sub-Area Plan process (NG) • RTC Caucus teleconference (NG) • KMPS radio show at Testy Chef (NG) • Boy Scout Troop 787 (NG) • Bob Gould teleconference (NG) 	<ul style="list-style-type: none"> • City Council Meetings • GMV Disaster Preparedness Committee • City Manager Business Breakfast • DMU Earmark Conference Call • Weekly Mtgs w/Mayor & Deputy Mayor • MV Days Public Safety Mtg • CEMP Update • Chamber Luncheon Mtg • Kenmore Police Svs Contract Tech Adv Mtg • Mtg w/Polygon • Bob Gould Mtg • EDC Mtg

Council Commissions, Boards & Committees

- Planning Commission (CD, CC)
- Audit Committee (LJ, EW, Finance)
- PSOC (DP, LB, BA, CM, PD)

Community Development Activities

- Continue to work with Fire District Officials and consultants on Impact fee issues
- Working on Transportation Plan issues
- Major project review includes Arbors at Rock Creek Major Revisions and MV Town Squarer (Fred Meyer, TRM) construction submittals
- Working with School District Officials on updates to Impact fee Ordinance and Interlocal Agreement.

Planning Commission:

- 5/4 Planning Commission continuing review of the Transportation Element
Commissioner Essie Hicks has resigned, Alternate 1 Eric Christensen will fill the remainder of the term.
- 5/18 Planning Commission continuing review of the Transportation Element

	2011	2010	2009	2008	2007	2006	2005	2004
Pre-application Conferences Held	10	21	23	29	49	36	36	28
Preliminary Plats Approved	0	0	0	2	4	8	13	7
(Number of Residential Lots)	0	0	0	21	239	143	542	345
Multi-Family Units Approved	0	0	0	0	37	57	11	0
New Single Family Residential Permits Issued	75	126	92	102	138	264	447	379
New Commercial Square Footage Approved	243,681	10,589	332,854	152,403	3,600	39,500	55,000	16,589
Tenant Improvement Permits Issued	5	16	18	9	12	14	29	19
Sign Permits	7	30	40	37	33	51	69	51
Public Hearings	0	0	5	7	4	8	14	9

Status of Active Capital Improvement Projects

Witte Road and SE 248th Street Intersection – T12

- Construction is nearing completion.
- Utility underground is complete. Wall construction is complete including stone facing on the trail overlook .
- Curb, gutters, and sidewalks are complete (including the pervious concrete for the trail connection).
- Fencing is complete. Irrigation is complete and planting is complete except for the center island.
- Street lights are up and working.
- The pedestrian railing will be installed starting on May 31.
- The intersection is now being utilized as a round-a-bout.
- The final lift of pavement is scheduled for May 23rd and 24th (weather permitting). Besides the paving the remainder of the work is fairly minor and should be completed by the first week of June.
- Measures taken to lessen the impact on the public and traffic, including coordination with the school district, library, parks department, arboretum, utilities, local HOA, local churches and local residents continue to be working well.
- Information is available on the City website at www.maplevalleywa.gov/witte

SR169 Add'l Lane Witte Road to 228th – T7

- Design plans are at 95%.
- Right-of-Way negotiations are continuing.
- Utility undergrounding design is continuing.

SR169 – SE 264th to 258th Street (include. 260th) – T31

- 90% Plans and Specifications are being prepared.
- WSDOT comments for channelization and future signalization coordination are being updated on the 90% plans.
- Environmental work is complete and Right-of-Way negotiations are well under way.
- Plans are in the works to apply for an extension of the grant money in order to utilize some for construction.

Lake Lucerne Outfall Restoration Project – S-14

- The design plans are being finalized
- The KCD grant is being amended to reflect changes to the scope that are a result of final engineering study.
- Coordination with Cherokee Bay HOA and residents is going well in regards to the majority of the work, which is to replace the SE 220th Place culvert crossing.
- Present schedule is for construction is late summer.

Cedar River to Green River Trail Project – T32 (Lake Wilderness Trail south of Kent Kangley)

- The design drawings are complete.
- The environmental requirements work has been completed by King County.
- The final Bid Documents are being reviewed by WSDOT, after which the county will prepare them for bid.
- Present schedule is for construction to be completed in the August/September time frame.

Capital Projects - Parks

- Nothing to report this period

Departmental Activities

- EOC meeting; KC Region PIO/Communicators meeting (CC)
- Residential Recycling event held 5/14/11(PW)
- Staff attend Municipal Solid Waste Management Advisory Committee (MSWMAC) meeting 5/13/11 (PW)
- Close out Thermatech Northwest Inc., Hazardous material abatement project per Final Acceptance 5/9/11(PW)
- Bid Opening for Maintenance Facility Pole Buildings 5/12/11 (PW, CC)
- Volunteer Water Monitoring begins in Lucerne, Pipe and Wilderness lakes 5/8/11(PW)
- Swim beach monitoring begins in Lake Wilderness 5/15/11 (PW)
- The local competition of the National Pitch, Hit & Run was held in Lake Wilderness Park on May 7th. Local winners now advance and will represent Maple Valley in the regional competition at Tacoma's Cheney Stadium; the adult coed softball season has been postponed at least one week due to standing water and unsafe field conditions at Patrick's Field; Music in the Park schedule finalized with concerts set for July, 14, 28, Aug 11, 21 and 25. Two Eagle Scout projects completed this spring. (P&R)

Events on the Horizon

- Maple Valley Days, June 10th -12th

Council 2011 Priorities

Economic Development
Transportation Infrastructure Needs
Parks, Recreation, Cultural and Human Services
Community Facilities
Annexation
Quality City Services



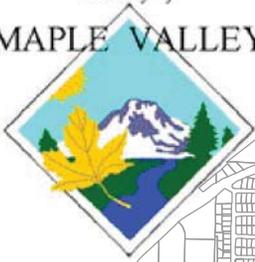
05-23-2011

To: Mayor Gerken and City Councilors
 From: Ty Peterson, Community Development Director
 RE: Project Applications Update

Below is a list of current Process 2, 3, and 5 applications (Preliminary Plats, Conditional Use, major Design Review applications, and Comprehensive Plan amendments). Process 2 applications are administrative and are decided by the Director of Community Development with an open record appeal to the Hearing Examiner. Process 3 applications are quasi-judicial and are decided by the Hearing Examiner, that decision being the final decision of the City. Process 5 applications are legislative and come to the Council for a final decision with GMA plans and regulations appealable to the Growth Management Hearings Board.

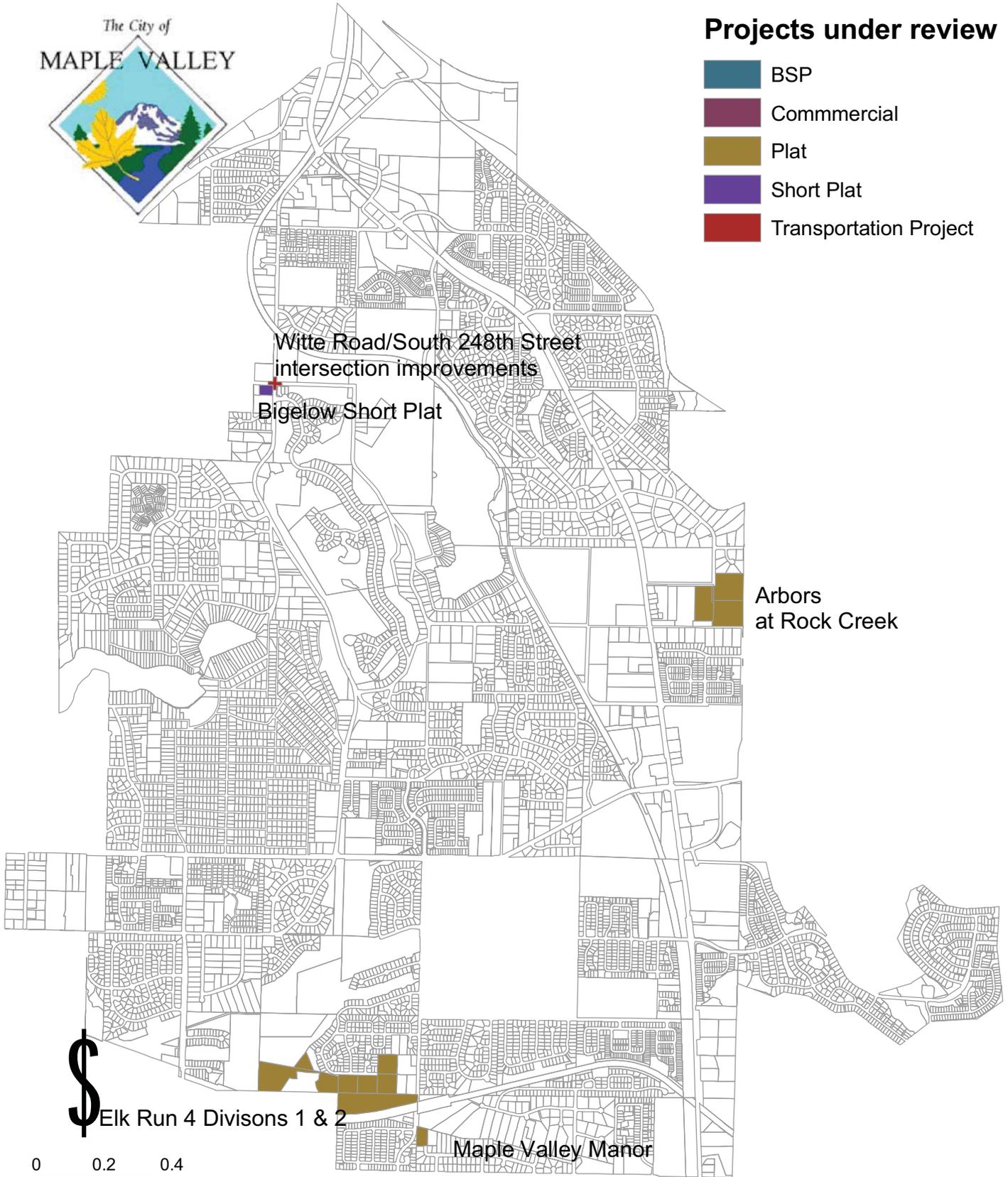
<u>PROJECT</u>	<u>NUMBER OF UNITS/SQUARE FT</u>	<u>APPLICATION SUBMITTED</u>	<u>TECHNICALLY COMPLETE</u>	<u>NOTICE OF APPLICATION</u>	<u>COMMUNITY MEETING</u>	<u>END COMMENT PERIOD</u>	<u>PUBLIC HEARING NOTICE</u>	<u>PUBLIC (APPEAL) HEARING</u>	<u>DECISION/RECOMMEND (Director/Examiner/PC)</u>
COMPREHENSIVE PLAN AMENDMENTS AND OTHER PROCESS 5 APPLICATIONS									
PRELIMINARY PLATS, CONDITIONAL USE PERMITS, AND OTHER PROCESS 3 APPLICATIONS									
Sun Ridge at Elk Run 4 Div 1 Preliminary plat CD0804-004	59	04-02-08	04-30-08	05-13-08	05-27-08	06-03-08			
Sun Ridge at Elk Run 4 Div 2 Preliminary Plat CD0711-002	6	11-06-07	12-04-07	12-11-07	01-03-08	01-11-08			
Maple Valley Manor Preliminary Plat CD0807-002	6	07-31-08	09-19-08	10-02-08	11-14-09	11-21-09	On hold by request of applicant		
Arbors at Rock Creek Major Revision CD1003-002	81	03-22-10	08-11-10	08-24-10	09-22-10	09-31-10			
<u>Total</u> Number of lots	152								

<u>PROJECT</u>	<u>NUMBER OF UNITS/SQUARE FT</u>	<u>APPLICATION SUBMITTED</u>	<u>TECHNICALLY COMPLETE</u>	<u>NOTICE OF APPLICATION</u>	<u>COMMUNITY MEETING</u>	<u>END COMMENT PERIOD</u>	<u>PUBLIC HEARING NOTICE</u>	<u>PUBLIC(APPEAL) HEARING</u>	<u>DECISION/RECOMMEND (Director/Examiner/PC)</u>
DESIGN REVIEW, SHORT PLAT, VARIANCE REQUESTS, SEPA REVIEW AND OTHER PROCESS 2 APPLICATIONS									
Carbone Short Plat CD1007-005	N/A	07-28-10			N/A		N/A	N/A	
Bigelow Short Plat CD1101-004	N/A	01-24-11			N/A		N/A	N/A	
<u>Total</u> Commercial SF Cubic yards moved Multi-family dwellings Short plat lots	243,671 NA NA 3								

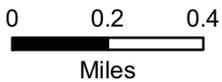


Projects under review

-  BSP
-  Commercial
-  Plat
-  Short Plat
-  Transportation Project



Elk Run 4 Divisions 1 & 2



Created by: Jeff O. Johnson
Date: November 20, 2007
Updated: May 5, 2011

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