

Ordinance No. 122776

**SIGN
HERE**

The City of Seattle – Legislative Department

Council Bill No. 116299

Council Bill/Ordinance sponsored by: *Shirley Corman*

AN ORDINANCE related to King County Regional Vote By Mail Initiative; authorizing an agreement to establish **MAIL BALLOT DROP OFF LOCATIONS** at six of the City's Department of Neighborhoods "payment center" facilities located at (Ballard) 5604 22nd Ave NW, (Central) 2301 S. Jackson St. Suite 208, (Delridge) 5405 Delridge Way SW, (Lake City) 12525 28th Ave NE, (Southeast) 3815 S. Othello St. Suite 105, and (University) 4534 University Way NE; and increasing appropriations to the Department of Neighborhoods in the 2008 Budget, all by a three-fourths vote of the City Council.

Committee Action:

Date	Recommendation	Vote
<u>8/13/08</u>	<u>APPROVED 3-0</u>	<u>SC, TB, RC</u>

Related Legislation File:

Date Introduced and Referred: <u>August 11, 2008</u>	To: (committee): Planning, Land Use & Neighborhoods (PLUNC)
Date Re-referred:	To: (committee):
Date Re-referred:	To: (committee):
Date of Final Action: <u>8-18-08</u>	Date Presented to Mayor: <u>8-19-08</u>
Date Signed by Mayor: <u>8-21-08</u>	Date Returned to City Clerk: <u>8-21-08</u>
Published by Title Only <input checked="" type="checkbox"/> <u>3</u>	Date Vetoed by Mayor:
Published in Full Text	
Date Veto Published:	Date Passed Over Veto:
Date Veto Sustained:	Date Returned Without Signature:

This file is complete and ready for presentation to Full Council.

Full Council Action:

Date	Decision	Vote
<u>8-18-08</u>	<u>Passed 7-0</u>	<u>(Excused: Harrell, McIver)</u>

Law Department



City of Seattle

Gregory J. Nickels, Mayor

Office of the Mayor

August 5, 2008

Honorable Richard Conlin
President
Seattle City Council
City Hall, 2nd Floor

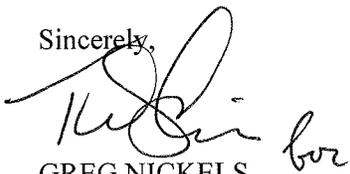
Dear Council President Conlin:

I am pleased to transmit the attached proposed Council Bill that authorizes an agreement with King County to establish secure ballot drop off locations (BDOLs) at six City of Seattle Neighborhood Service Centers. Funds authorized by this Bill will replace existing drop boxes currently used for utility payments with larger capacity units that can accommodate both voter ballots and service payments.

In April 2007, the King County Council recommended site options for Regional Voting Centers and BDOLs as part of King County's vote by mail initiative. The Lake City, Delridge, Central, Ballard, Southeast, and University District Neighborhood Service Centers met the County's criteria for geographic location, as well as the ability to accommodate the drop boxes' physical placement and security requirements. The outdoor, permanent ballot drop boxes provide greater accessibility and more flexible hours for voter use. Additionally, postage is not required when using a BDOL. King County will reimburse the City for additional payroll costs associated with sorting, separating, logging and securing ballots dropped off at our BDOLs.

The actions authorized by this Bill will make the transition to vote by mail more convenient for City of Seattle voters and I believe these changes will be seen by our citizens as positive enhancements to the voting process. Thank you for your consideration of this legislation. Should you have questions, please contact Margaret Ceseña at 206-684-0261.

Sincerely,


GREG NICKELS
Mayor of Seattle

cc: Honorable Members of the Seattle City Council

600 Fourth Avenue, 7th Floor, P.O. Box 94749, Seattle, WA 98124-4749

Tel: (206) 684-4000, TDD: (206) 615-0476 Fax: (206) 684-5360, Email: mayors.office@seattle.gov

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1 construction costs and payroll costs as incurred. The Director of the Department of
2 Neighborhoods is authorized to extend this Agreement for a second term of two years on a
3 biennial basis for and upon a determination that such extensions are in the best interests of the
4 City.

5 Section 2. Contingent upon the execution of the agreement authorized in Section 1
6 above, and in order to pay for necessary costs and expenses for which increased appropriations
7 are needed, appropriations to the Department of Neighborhoods are amended in the 2008 Budget
8 as follows:

9

Fund	Department	Budget Control Level	Amount
General Subfund (00100)	Neighborhoods	Customer Service (I3200)	\$26,862.00

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13 The \$26,862.00 will cover staffing costs and the purchase and installation or
14 retrofitting of high capacity locking drop boxes at the identified NSC locations. These costs
15 shall be reimbursed by King County.

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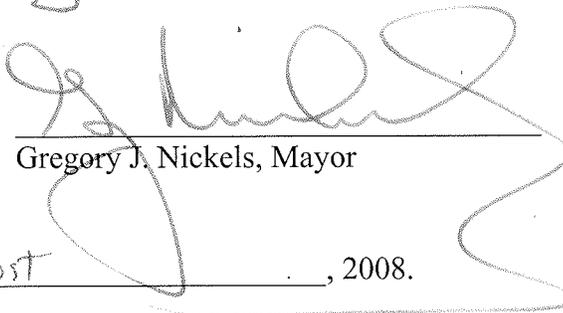


1 Section 3. This ordinance shall take effect and be in force thirty (30) days from and
2 after its approval by the Mayor, but if not approved and returned by the Mayor within ten (10)
3 days after presentation, it shall take effect as provided by Municipal Code Section 1.04.020.

4 Passed by the City Council the 18th day of August, 2008, and
5 signed by me in open session in authentication of its passage this
6 18th day of August, 2008.

7
8
9 
10 President _____ of the City Council

11 Approved by me this 21st day of August, 2008.

12
13 
14 Gregory J. Nickels, Mayor

15
16 Filed by me this 21 day of August, 2008.

17
18 
19 City Clerk

20 (Seal)

21 Attachments:

22 Exhibit A – Interlocal Agreement Between King County and the City of Seattle for Services
23 Related to Mail Ballot Drop Boxes.
24



INTERLOCAL AGREEMENT BETWEEN KING COUNTY AND THE CITY OF SEATTLE FOR SERVICES RELATED TO MAIL BALLOT DROP BOXES

THIS INTERLOCAL AGREEMENT (“Agreement”) FOR PROVISION OF SERVICES RELATED TO MAIL BALLOT DROP BOXES BETWEEN KING COUNTY (“County”) AND THE CITY OF SEATTLE (“City”) is entered on this _____ day of _____, 2008. Collectively, the County and the City are referred to as the “Parties.”

The County is responsible for managing voting services for all of the Citizens of King County. The purpose of this Agreement is to establish a means by which voted ballots may be received at the City of Seattle Neighborhood Service Centers identified herein.

1.0 Term

1.1 This Agreement shall be effective as of _____ and shall remain in effect for an initial term of one year. The Agreement may be extended for a second term of two years if agreed to in writing by the Parties prior to the end of the first term. The Agreement may be extended for a third term of two years if agreed to in writing by the Parties prior to the expiration of the second term. The length of all terms is subject to the termination provisions provided in Section 1.2.

1.2 Termination and Notice of Termination.

1.2.1 By the County. This Agreement is terminable by the County without cause and in its sole discretion if the County provides written notice to the City no later than three months prior to the termination date.

1.2.2 By the City. This Agreement is terminable by the City without cause and in its sole discretion if the City provides written notice to the County no later than three months prior to the termination date, provided that if the City terminates this Agreement during the initial term, the City shall pay to the County a prorated share of the construction costs that were incurred by the County pursuant to this Agreement as set forth on Attachment "A" to this Agreement within sixty (60) days after the date of termination.

2.0 Services

2.1 The City will allow the County to utilize the drop slots and locked collection boxes for the receipt of election ballots at the NSCs listed at Attachment "B" to this Agreement. The use of these slots and boxes will be shared on a non-exclusive basis by the City which receives correspondence including payments from City utility customers, and the County for ballot drop-off.



2.2 King County Elections ("KCE") shall appoint specific NCS staff members to separate and secure ballots deposited by citizens at NSC drop boxes. The ballot envelopes will be removed daily, Monday through Saturday, by appointed NSC staff beginning nineteen days before the election and ending on Tuesday, Election Day at 8:00 p.m. Ballots may also be removed by NSC staff on Sundays during this timeframe if agreed to in advance by the City and the County. Appointed NSC staff will separate the mail ballots from other items deposited in the drop box. The City shall not allow any person to handle the ballots except those City employees who have been appointed in writing by KCE to sort, separate and log mail ballots pursuant to this Agreement.

Appointed NSC staff shall do the following:

2.2.1 Appointed NSC staff will, in a team comprised of no less than two, sort the contents of the drop box, separating all mail ballot envelopes from other pieces.

2.2.2 Appointed NSC staff in a team comprised of no less than two, will then place all mail ballots into a secure receptacle provided by KCE, seal the receptacle and record the seal number on a log sheet given to NSC staff by KCE officials. Each NSC staff member who participated in the sort and placement of the mail ballots in the receptacles will initial the log sheet in the place indicated. The receptacles containing mail ballots will be stored in a secure location until they are retrieved by KCE ballot retrieval staff.

2.2.3 KCE ballot retrieval staff shall take custody of the receptacle containing mail ballots and take proper note of the seal number and/or log sheet as provided by NSC staff.

2.2.4 KCE ballot retrieval staff will, in return, provide NSC staff with an empty receptacle in which materials received prior to the next pick up will be placed.

2.2.5 Ballot envelopes received after 8:00 p.m. on election day but before the collection period for the next election begins, shall be set aside, logged and identified, and placed in a receptacle provided by KCE. The Parties will agree on a retrieval schedule for these ballots.

2.3 KCE will employ staff for the purposes of ballot retrieval from each NSC. These staff members will retrieve ballots from each ballot location in use on a daily basis as provided in section 2.2 above during the hours that the NSC is open and at such additional times as are agreed to in writing between the Parties to this Agreement. The KCE retrieval staff shall be furnished with County-issued identification which displays the full name and identifies the person as Elections staff and authorized to retrieve ballots.



2.4 In no circumstance shall any City employee open, alter, mark, or otherwise tamper with any King County mail ballots or other elections materials deposited in the drop box.

2.5 All NSC drop boxes at locations identified at Attachment B as mail ballot drop-off locations will be accessible to allow voters 24 hours a day, 7 days a week access to the box for ballot drop off with the exception of election day. On Election Day, two NSC staff members will empty the box's contents promptly at 8:00 p.m. NSC staff members will, in a team comprised of no less than two appointed staff members, sort the contents of the payment box, separating all mail ballots from other pieces and place them in the secure receptacle as described above. NSC staff will display, promptly at 8:00 p.m., appropriate signage indicating that all ballots submitted after 8:00 p.m. will be marked as late.

2.6 The City shall complete the improvements to the NSCs as set forth at Attachment "C" to this Agreement. In completing the improvements, the City shall ensure that it complies with all applicable federal, state and local requirements regarding public works and that any improvements to the NSCs are accessible.

3.0 Compensation for Services.

3.1 The Parties agree that the City is entitled to compensation for costs incurred as a result of the uses and services provided to the County pursuant to this Agreement.

3.2 The Parties further agree that for purposes of this Agreement, the amounts for construction costs set forth at Attachment "C" and the amounts set forth for payroll costs at Attachment "D" to this Agreement fully compensate the City for all costs incurred as a result of the uses and services provided to the County.

3.2.1 The construction costs set forth at Attachment "C" will be paid by the County to the City within 60 days of the County's receipt of an invoice from the City for the costs.

3.2.2 Payroll costs calculated as set forth at Attachment "D" will be paid by the County to the City within 60 days of the County's receipt of an invoice from the City for the costs. The City will invoice the County for payroll costs on an election by election basis and shall have each invoice delivered to the County no more than 60 days from the date of the election for which the costs were incurred.

4.0 Renegotiation. The County and the City may agree to enter into re-negotiation of the terms of this Agreement at any time and for any purpose by mutual agreement in writing. The Agreement shall remain in full force and effect during such negotiations.

5.0 Indemnification. The County shall protect, defend, indemnify, and save harmless the City, its officers, officials, employees, and agents, while acting within the scope of their employment, from any suit and all costs, claims, judgment, and/or



awards of damages, arising out of, or in any way arising or resulting from the activities and subjects described in this Agreement, except in the case of the City's sole negligence.

6.0 Actions Contesting Agreement. Each Party shall appear and defend any action or legal proceeding brought to determine or contest: (i) the validity of this Agreement; or (ii) the legal authority of the City and/or the County to undertake the activities contemplated by this Agreement. If both Parties to this Agreement are not named as parties to the action, the Party named shall give the other Party prompt notice of the action and provide the other an opportunity to intervene. Each Party shall bear any costs and expenses taxed by the court against it; any costs and expenses assessed by a court against both Parties jointly shall be shared equally.

7.0 Independent Contractor.

Each party to this Agreement is an independent contractor with respect to the subject matter herein. Nothing in this Agreement shall make any employee of the City a County employee for any purpose, including, but not limited to, for withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded City employees by virtue of their employment. At all times pertinent hereto, employees of the County are acting as County employees and employees of the City are acting as City employees.

8.0 Notice.

Unless otherwise provided herein, any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other Party:

To the County:

To the City:

9.0 Partial Invalidity.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provision of this Agreement which shall prove to be invalid, unenforceable, void, or illegal shall in no way affect, impair, or invalidate any other provisions hereof, and such other provisions shall remain in full force and effect. Notwithstanding the foregoing, this Agreement shall be subject to re-negotiation as provided in Section 4.0.

10.0 Assignability.



The rights, duties and obligations of a party to this Agreement may not be assigned to any third party without the prior written consent of the other Parties, which consent shall not be unreasonably withheld.

11.0 Mediation/Arbitration.

If a dispute arises from or relates to this Agreement or the breach thereof, and if the dispute cannot be resolved through direct discussions, the Parties agree and will endeavor first to attempt to settle the dispute in an amicable manner by mediation. The mediator will be selected by agreement of the Parties. All fees and expenses for mediation will be borne by the Parties equally. Each party shall, however, bear the expense of its own, counsel, experts, witnesses, and preparation and presentation of evidence.

12.0 Captions.

The section and paragraph captions used in this Agreement are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

13.0 Force Majeure.

The term "force majeure" shall include, without limitation by the following enumeration, acts of Nature, acts of civil or military authorities, fire, terrorism, accidents, shutdowns for purpose of emergency repairs, lockouts, strikes, and any other labor, civil or public disturbance, inability to procure required construction supplies and materials, delays in environmental review, permitting, or other environmental requirement or work, delays as a result of legal or administrative challenges brought by parties other than signatories to this agreement, delays in acquisition of necessary property or interests in property, including the exercise of eminent domain, or any other delay resulting from any cause beyond a party's reasonable control, causing the inability to perform its obligations under this Agreement. If the City or the County is rendered unable, wholly or in part, by a force majeure, to perform or comply with any obligation or condition of this Agreement then, upon giving notice and reasonably full particulars to the other Party, such obligation or condition shall be suspended only for the time and to the extent reasonably necessary to allow for performance and compliance and restore normal operations.

14.0 Entire Agreement.

This Agreement, inclusive of the Attachments hereto, contains the entire agreement and understanding of the Parties with respect to the subject matter hereof, and supersedes all prior oral or written understandings, agreements, promises or other undertakings between the Parties.

15.0 Governing Law.



This Agreement shall be interpreted in accordance with the laws and court rules of the State of Washington in effect on the date of execution of this Agreement. In the event any party deems it necessary to institute legal action or proceedings to ensure any right or obligation under this Agreement, the Parties hereto agree that such action or proceedings shall be brought in a court of competent jurisdiction situated in King County, Washington.

16.0 No Third Party Rights.

Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.

17.0 Counterparts.

This Agreement may be executed in counterparts, and each such counterpart shall be deemed to be an original instrument. All such counterparts together will constitute one and the same Agreement.

18.0 Amendment or Waiver.

This Agreement may not be modified or amended except by written instrument approved by resolution or ordinance duly adopted by the City and the County; provided that changes herein which are technical in nature and consistent with the intent of the Agreement may be approved on behalf of the City by its chief executive officer and on behalf of the County by the County Executive. No course of dealing between the parties or any delay in exercising any rights hereunder shall operate as a waiver of any rights of any Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

King County

City of Seattle

King County Executive

Title:

Date:
Approved as to Form:

Date:

King County Deputy Prosecuting Attorney



ATTACHMENT "A"

PRORATED REFUND AMOUNTS UNDER SECTION 1.2.2

DATE OF CITY TERMINATION	CONSTRUCTION COSTS TO BE REFUNDED TO COUNTY BY CITY
January 2009	\$19,750.00
February 2009	\$16,460.00
March 2009	\$16,459.00
April 2009	\$14,813.00
May 2009	\$13,167.00
June 2009	\$11,521.00
July 2009	\$9,875.00
August 2009	\$8,229.00
September 2009	\$6,583.00
October 2009	\$4,937.00
November 2009	\$3,291.00
December 2009	\$1,644.00



ATTACHMENT "B"

FACILITIES TO BE USED AS BALLOT DROP-OFF LOCATIONS

Neighborhood/Area	Address	ZIP
University District/NE	4534 University Way NE	98105
Southeast	3815 S Othello St, Suite 105	98118
Lake City/North	12525 28 th Ave NE	98125
Delridge/West	5405 Delridge Way SW	98106
Central	2301 S Jackson St, Suite 208	98144
Ballard	5604 22 nd Ave NW	98107



ATTACHMENT "C"

CONSTRUCTION COSTS

Costs to purchase and install wall mount large capacity locking drop boxes at four Neighborhood Service Centers and retrofit one existing Neighborhood Service Center drop box.

Wall Mount Drop Box (large capacity)	\$689.99
Shipping	\$ 39.95
Tax	<u>\$ 62.78</u>
Total	\$792.72

Installation

Glass, materials and labor	\$2,891.19
Tax	<u>\$ 792.72</u>
Total for installation	\$3,683.91

Total cost per location \$4,476.63

Cost for all Ballot Drop Off Locations:

University	\$4,476.63	Purchase and install new box
Southeast	\$4,476.63	Purchase and install new box
Lake City	\$ 0.00	Existing box functioning as required
Delridge	\$4,476.63	Purchase and install new box
Central	\$4,476.63	Purchase and install new box
Ballard	\$1,800.00	Retrofit existing box
Total	\$19,706.52	



Attachment "D"

**PAYROLL COST PROJECTION FOR BALLOT DROP OFF SERVICES
AT 6 NEIGHBORHOOD SERVICE CENTERS**

Processing at close of election day:

	Additional hours needed	Additional staff needed on election day	Staff cost per hour including benefits	Cost per location
Lake City	3	2	\$36.20	\$217.20
Ballard	3	2	\$36.20	\$217.20
University	2	2	\$36.20	\$144.80
Central	4	1	\$36.20	\$144.80
Southeast	3	2	\$36.20	\$217.20
Delridge	2	2	\$36.20	\$144.80

Payroll costs for election day: \$1086.00

Daily collection of dropped ballots:

	Additional hours needed	Additional staff needed daily	Staff cost per hour	Cost per location
Lake City	0.0	0	\$36.20	\$0.00
Ballard	0.0	0	\$36.20	\$0.00
University	2.5	1	\$36.20	\$90.50
Central	2.5	1	\$36.20	\$90.50
Southeast	1.5	1	\$36.20	\$54.30
Delridge	4.0	1	\$36.20	\$144.80

Payroll costs Monday through Friday to provide dual custody collection, logging and securing of ballots: \$380.10



**PAYROLL COST PROJECTION FOR BALLOT DROP OFF SERVICES
AT 6 NEIGHBORHOOD SERVICE CENTERS**

Saturday collection of dropped ballots:

	Additional hours needed on Saturday	Additional staff needed	Staff cost per hour	Cost per location
Lake City	1.0	1	\$36.20	\$72.40
Ballard	0.0	1	\$36.20	\$0.00
University	1.0	1	\$36.20	\$36.20
Central	0.5	1	\$36.20	\$18.10
Southeast	1.0	1	\$36.20	\$36.20
Delridge	1.0	1	\$36.20	\$72.40

Payroll costs on Saturday to provide dual custody collection, logging and securing of ballots: \$235.30

Sunday collection of dropped ballots:

	Additional hours needed on Sunday	Additional staff needed	Staff cost per hour	Cost per location
Lake City	1.0	2	\$36.20	\$72.40
Ballard	1.0	2	\$36.20	\$72.40
University	1.0	2	\$36.20	\$72.40
Central	1.0	2	\$36.20	\$72.40
Southeast	1.0	2	\$36.20	\$72.40
Delridge	1.0	2	\$36.20	\$72.40

Payroll costs on Sunday to provide dual custody collection, logging and securing of ballots: \$434.40

Payroll costs for accounting staff support per election cycle: \$57.04



FISCAL NOTE FOR NON-CAPITAL PROJECTS

Department:	Contact Person/Phone:	DOF Analyst/Phone:
Dept. of Neighborhoods	Margaret Ceseña 684-0261	Amy Williams 233-2651

Legislation Title: Six Neighborhood Service Designated as Mail Ballot Drop Off Locations

AN ORDINANCE related to King County Regional Vote By Mail Initiative; authorizing an agreement to establish MAIL BALLOT DROP OFF LOCATIONS at six of the City's Department of Neighborhoods "payment center" facilities located at (Ballard) 5604 22nd Ave NW, (Central) 2301 S. Jackson St. Suite 208, (Delridge) 5405 Delridge Way SW, (Lake City) 12525 28th Ave NE, (Southeast) 3815 S. Othello St. Suite 105, and (University) 4534 University Way NE; and increasing appropriations to the Department of Neighborhoods in the 2008 Budget, all by a three-fourths vote of the City Council.

• **Summary of the Legislation:**

This legislation authorizes an agreement with King County to establish six Neighborhood Service Centers as secure mail ballot drop off locations; and provides budget appropriation for costs incurred as a result of the uses and services provided to the County.

Background:

In April 2007, the King County Council recommended to the King County Council the number and locations for Regional Voting Centers and Ballot Drop-Off Locations (BDOLs) as part of King County's transition to vote by mail (VBM). In the City of Seattle, six Neighborhood Service Center (NSC) payment sites were recommended as BDOLs. The following Neighborhood Service Centers met the criteria for geographic location, and physical placement and security of the drop box: Lake City, Delridge, Central, Ballard, Southeast, and University.

This partnership will enable a smooth transition to a vote by mail election because the selected BDOL facilities are well known to the public and therefore provide easy messaging to voters. The City will handle the replacement of existing drop boxes at each site, and costs associated with this work will be reimbursed by King County. After the drop boxes are installed, Neighborhood Service Center staff will be responsible for sorting, separating, and logging ballots. These costs will also be reimbursed by King County. The Department will utilize existing staff to meet the requirements of the agreement, and no new FTEs are needed.

Add a paragraph explaining the budget and staffing (now new FTEs are needed) impacts as well as the expected public benefits.

 This legislation does not have any financial implications. (Stop here and delete the remainder of this document prior to saving and printing.)

This legislation has financial implications. (Please complete all relevant sections that follow.)



Appropriations: *This table should reflect appropriations that are a direct result of this legislation. In the event that the project/programs associated with this ordinance had, or will have, appropriations in other legislation, please provide details in the Notes section below.*

Fund Name and Number	Department	Budget Control Level*	2008 Appropriation	2009 Anticipated Appropriation
00100	DON	I3200	\$26,862 (\$19,750 in capital costs and \$7112.00 in staffing costs)	\$7,297 (staffing costs)
TOTAL			\$26,862	\$7,297

*See budget book to obtain the appropriate Budget Control Level for your department.

Notes:

Anticipated Revenue/Reimbursement: Resulting From This Legislation: *This table should reflect revenues/reimbursements that are a direct result of this legislation. In the event that the issues/projects associated with this ordinance/resolution have revenues or reimbursements that were, or will be, received because of previous or future legislation or budget actions, please provide details in the Notes section below the table.*

Fund Name and Number	Department	Revenue Source	2008 Revenue	2009 Revenue
General Subfund	Dept. of Neighborhoods	King County	\$26,862 (\$19,750 in capital costs and \$7112.00 in payroll costs)	\$7,297 (staffing costs)
TOTAL			\$26,862	\$7,297

Notes: Projected payroll costs subject to change based on election cycle calendar and changes in labor costs.

Total Regular Positions Created, Modified, Or Abrogated Through This Legislation, Including FTE Impact: *This table should only reflect the actual number of positions affected by this legislation. In the event that positions have been, or will be, created as a result of other legislation, please provide details in the Notes section below the table.*

Position Title and Department	Position # for Existing Positions	Fund Name & #	PT/FT	2008 Positions	2008 FTE	2009 Positions*	2009 FTE*
N/A							



TOTAL							

* 2009 positions and FTE are total 2009 position changes resulting from this legislation, not incremental changes. Therefore, under 2009, please be sure to include any continuing positions from 2008.

Notes:

- **Do positions sunset in the future?** (If yes, identify sunset date): No

Spending/Cash Flow: This table should be completed only in those cases where part or all of the funds authorized by this legislation will be spent in a different year than when they were appropriated (e.g., as in the case of certain grants and capital projects). Details surrounding spending that will occur in future years should be provided in the Notes section below the table.

Fund Name & #	Department	Budget Control Level*	2008 Expenditures	2009 Anticipated Expenditures
TOTAL				

* See budget book to obtain the appropriate Budget Control Level for your department.

Notes:

- **What is the financial cost of not implementing the legislation?** The Ballot Drop Off Location project will not be implemented without legislation that authorizes capital cost reimbursements and wage reimbursements.
- **What are the possible alternatives to the legislation that could achieve the same or similar objectives?** None
- **Is the legislation subject to public hearing requirements:** No
- **Other Issues** (including long-term implications of the legislation):

Please list attachments to the fiscal note below:

none



STATE OF WASHINGTON – KING COUNTY

--SS.

228365
CITY OF SEATTLE, CLERKS OFFICE

No. 122772 THRU 122777

Affidavit of Publication

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

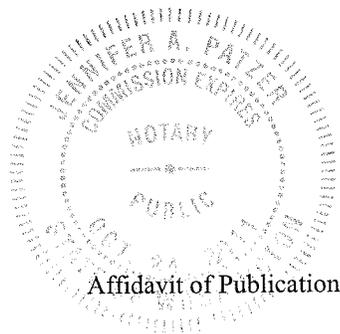
The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

CT: TITLE ONLY ORD

was published on

08/26/08

The amount of the fee charged for the foregoing publication is the sum of \$ 70.25, which amount has been paid in full.



[Signature]

Subscribed and sworn to before me on
08/26/08 *[Signature]*

Notary public for the State of Washington,
residing in Seattle

State of Washington, King County

City of Seattle

TITLE-ONLY PUBLICATION

The full text of the following ordinances, passed by the City Council on August 18, 2008, and published here by title only, will be mailed, at no cost, on request for two months after this publication. For further information, contact the Seattle City Clerk at 684-8344.

ORDINANCE NO. 122777

AN ORDINANCE appropriating money to pay certain audited claims and ordering the payment thereof.

ORDINANCE NO. 122776

AN ORDINANCE related to King County Regional Vote By Mail Initiative; authorizing an agreement to establish MAIL BALLOT DROP OFF LOCATIONS at six of the City's Department of Neighborhoods "payment center" facilities located at (Ballard) 5604 22nd Ave NW, (Central) 2301 S. Jackson St. Suite 208, (Delridge) 5405 Delridge Way SW, (Lake City) 12525 28th Ave NE, (Southeast) 3815 S. Othello St. Suite 105, and (University) 4534 University Way NE; and increasing appropriations to the Department of Neighborhoods in the 2008 Budget, all by a three-

fourths vote of the City Council.

ORDINANCE NO. 122775

AN ORDINANCE relating to Seattle Public Utilities; authorizing the acquisition of two easements in real property known as 9115 7th Ave South, Seattle, Washington, for drainage system purposes.

ORDINANCE NO. 122772

AN ORDINANCE relating to the Rainier Vista Boys and Girls Club; authorizing an agreement with the Boys and Girls Clubs of King County and the Rainier Valley Boys and Girls Club for the purchase of a Restrictive Covenant and Easement in Gross guaranteeing the availability of space for teen recreational activities and public programming.

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