

AGENDA

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

October 10, 2013 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

- STATE OF THE COURT REPORT

CONSENT CALENDAR

- Page 1 Item 1: APPROVAL OF MINUTES
Motion is to approve the minutes of the September 12, 2013 City Council Regular Meeting.
- Page 9 Item 2: APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers included in the attached list and further described as follows:
Claim Checks: \$1,016,865.77
Payroll Fund Transfers: \$425,979.57
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: \$1,442,845.34
- Page 11 Item 3: CONSULTANT SERVICES CONTRACT WITH DAVID A. CLARK ARCHITECTS, PLLC FOR THE DES MOINES BEACH PARK HISTORIC DINING HALL REHABILITATION
Motion is to approve the Consultant Services Contract with David A. Clark Architects, PLLC for the Des Moines Beach Park Historic Dining Hall Rehabilitation in the total amount of \$114,675.00, and additionally to authorize the City Manager to sign the Consultant Services Contract substantially in the form as submitted.
- Page 35 Item 4: CONTRACT AWARD FOR SOUTH 216TH STREET (15TH AVENUE TO 18TH AVENUE) STORM DRAINAGE REPAIR PROJECT
Motion is to direct Administration to submit a \$297,500 CIP budget amendment for the South 216th Street (15th Avenue to 18th Avenue) Storm Drainage Repair Project.

AND

Motion is to approve the Public Works Contract with Pacific Coast General, LLC for the South 216th Street (15th Avenue to 18th Avenue) Storm Drainage Repair Project, in the amount of \$167,817.50, authorize a project contingency in the amount of \$38,000.00 and authorize the City Manager to sign said contract substantially in the form as submitted.

Page 61 Item 5: PUBLIC HEARING FOR TITLE 18 DMMC ENTITLED "ZONING"
Motion is to adopt Draft Resolution No. 13-214 superseding Resolution No. 1240 and setting a public hearing on November 14, 2013 to consider Draft Ordinance No. 13-170 which repeals and replaces Title 18 DMMC.

OLD BUSINESS

Page 65 Item 1: 2014 PRELIMINARY BASE OPERATING BUDGET – DEPARTMENT BUDGETS
Staff Presentation: Finance Director Paula Henderson

NEW BUSINESS

Page 69 Item 1: 2013 BUDGET AMENDMENTS
Staff Presentation: Finance Director Paula Henderson

NEXT MEETING DATE

October 24, 2013 Regular City Council Meeting

ADJOURNMENT

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

September 12, 2013 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Councilmember Scott.

ROLL CALL

Council present: Mayor Dave Kaplan; Councilmembers Jeremy Nutting, Jeanette Burrage, Bob Sheckler and Carmen Scott.

Mayor Pro Tem Pina and Councilmember Musser were absent.
Councilmember Scott moved to excuse Mayor Pro Tem Pina and Councilmember Musser; seconded by Councilmember Burrage.
The motion passed 5-0.

Staff present: City Manager Tony Piasecki; City Attorney Pat Bosmans; Management Consultant Grant Fredricks; Engineering Services Manager Brandon Carver and City Clerk Bonnie Wilkins.

COMMENTS FROM THE PUBLIC

Brady Wright, 3732 156th Street SW, Lynnwood; Community Outreach Coordinator for Hyde Shuttle headquartered out of the Des Moines Activity Center. Introduced himself to Council and spoke about the services that Hyde Shuttle offers to anyone 55 and over or anyone with a disability that is a King County resident. Volunteer drivers are needed, contact 206-727-6262 if interested or if a ride is needed.

CORRESPONDENCE

- Letter from Mr. Thompson, regarding tonight's two Public Hearings; will be entering those letters into the record at the appropriate time.
- Council received a letter from a Condominium Association regarding Surface Water concerns; staff will follow up.
- Council received a letter from a citizen who has billing concerns with Cleanscapes; staff is researching those concerns and will copy Council on the response.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Councilmember Scott:

- Tripped and fell and received a black eye, but is fine.

Councilmember Sheckler:

- Had surgery on nose, but is fine.
- Shared an observation on the level of Police Staff mingling and interacting with the patrons during the Farmer's Market and finds it very impressive.
 - Kudos to Chief Delgado.
 - Encourages the public to take an opportunity to introduce themselves to the Police Staff.
 - Would like Chief Delgado to pass along his compliments to his staff.

- Police Department will have a booth at the Farmer's Market on September 14, 2013.

Councilmember Burrage:

- Has a wrist brace on due to Tendonitis but is fine.

Mayor Pro Tem Pina:

- Absent

Councilmember Musser:

- Absent

Councilmember Nutting:

- Senior Services Advisory Meeting:
 - Medicare open enrollment
 - October 15-December 7, 2013.
 - Workshop on October 8, 2013 from 6:00 to 8:00 p.m.
 - Benefits advisor will be at the Activity Center on the second Tuesday of every month from 1:00 to 3:00 p.m.
 - Healthcare reform.
 - Take back Meds program, October 26, 2013 @ Bartell Drugs on 216th.
 - November 3, 2013, Bayside Brunch @ Anthony's Homeport from 9:30 to 1:00 p.m. Tickets are \$75/per person and the theme is Grand Ole Opry.

PRESIDING OFFICER'S REPORT

- Annual Spaghetti Night Dinner, October 4, 2013 from 5:00-7:00 p.m., \$10/adults, \$5/children, \$20/family which includes 2 adults plus 2 children (under 12).
 - Sponsored by the City of Des Moines, Normandy Park Senior Living, Law Offices of Gehrke, Wegener & Doull.
- Des Moines Farmer's Market Annual Food Truck Rodeo, September 14, 2013.
- Annual Spirit of Des Moines Awards:
 - Recognize people who show a consistent dedication to the betterment of Des Moines (for both annual and lifetime award).
 - Looking for members of the community who are willing to serve on the Committee; 5 members of the community plus 2 Councilmembers.
 - Mayor Kaplan asked if any Councilmember would like to serve on the committee with him; Councilmember Sheckler volunteered.
 - E-Mail Mayor Kaplan if you would like to serve on the committee or nominate someone.

ADMINISTRATION REPORT

No report.

CONSENT CALENDAR

Item 1:

APPROVAL OF VOUCHERS

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

Claim Checks: \$2,939,341.71

Payroll Fund Transfers: \$860,378.10

Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers: \$3,799,719.81

- Item 2: RECOGNITION OF DAY OF CONCERN FOR THE HUNGRY – SEPTEMBER 28, 2013
Motion is to acknowledge and support the Day of Concern for the Hungry on Saturday, September 28, 2013, and strongly urge all citizens to join the Emergency Feeding Program of Seattle & King County and our local food banks to nourish those who are hungry by taking a few minutes on September 28th to shop for their neighbors and donate food at volunteer staffed stores throughout King County.

- Item 3: DRAFT RESOLUTION 13-170 SETTING A PUBLIC HEARING FOR TITLE 18 DMMC ENTITLED "ZONING"
Motion is to adopt Draft Resolution No. 13-170 setting a public hearing on October 24, 2013 to consider Draft Ordinance 13-170 which repeals and replaces Title 18 DMMC.

Direction/Action

Motion made by Councilmember Sheckler to approve the consent agenda; seconded by Councilmember Burrage.
The motion passed 5-0.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

- Item 1: CONTINUED PUBLIC HEARING FOR DRAFT ORDINANCE 13-086, PACIFIC RIDGE ZONE
Staff Presentation: Management Consultant Grant Fredricks

Continuation of Public Hearing from August 8, 2013 Council meeting:

Management Consultant Fredricks gave a brief power point presentation to Council. Entered into the record, the letter sent by Mr. Thomas Thompson on behalf of Dr. & Mrs. Baljinder Buttar regarding the Pacific Ridge Zone.

Mayor Kaplan called Thomas Thompson to the podium.
Thomas Thompson, AIA, 29619 15th Avenue NE, Stanwood; Architect for Dr. & Mrs. Baljinder Buttar, owner of Heritage Plaza, 23040 Pacific Highway S. came to the Public Hearing this evening to confirm that his letter has been received and entered into the record. Mr. Thompson spoke in support of the proposed changes and encourages the adoption of the zoning changes to the Pacific Ridge Zone.

Imad Bahbah, Architect, 12522 28th Avenue E, Tacoma; represents a couple of property owners who have property at I-5 between S 220th/S 219th Street. He appreciates the great effort that everyone has done in giving more incentives to develop in the community. He also supports and encourages the adoption of the zoning changes.

Mayor Kaplan asked 3 times if anyone else wished to speak. Seeing none Mayor Kaplan asked Council if they had any questions.

Seeing none Mayor Kaplan closed the public hearing at 7:25 p.m.

Direction/Action

Motion 1A made by Councilmember Sheckler to waive Council Rule 26(a) in order to enact Draft Ordinance No. 13-086 amending DMMC 18.31 Pacific Ridge Zone Code, on first reading; seconded by Councilmember Burrage.

The motion passed 5-0.

AND

Motion 1B made by Councilmember Sheckler to enact Draft Ordinance No. 13-086 amending DMMC 18.31, Pacific Ridge Zone Code; seconded by Councilmember Burrage.

Motion made by Councilmember Burrage to amend Sec. 9, PR-C Permitted Uses, to allow no more than two (2) exclusive used car dealers in the Pacific Ridge Zone; seconded by Councilmember Sheckler.
The motion passed 5-0.

Motion made by Mayor Kaplan to amend Sec. 9, PR-C Permitted Uses, to not allow single purpose multi-family dwellings in the PR-C zone in order to preserve limited commercial properties for commercial uses; seconded by Councilmember Sheckler.

The motion passed 4-1.

For: Mayor Kaplan, Councilmembers Nutting, Sheckler and Scott.

Against: Councilmember Burrage.

Motion made by Councilmember Sheckler to amend Sec. 10, Environmental Performance Standards, to delete (1)(e), Capital Facilities, Utilities and Public Services, because it is redundant with other parts of the DMMC; seconded by Councilmember Scott.

The motion passed 5-0.

Motion made by Councilmember Sheckler to amend Sec. 10, Environmental Performance Standards, to delete (1)(f) because it is constitutionally vague; seconded by Councilmember Nutting.

The motion passed 5-0.

Motion made by Mayor Kaplan to amend Sec. 10, Environmental Performance Standards, to (1) add the requirement that all new construction in all PR zones conform to applicable FAA regulations affecting navigable airspace, including Part 77, to make developers aware of these existing FAA requirements; and (2) deleting similar language from the provisions applicable to the PR-R Zone; seconded by Councilmember Burrage.

The motion passed 5-0.

Motion made by Councilmember Sheckler to amend Sec. 10, Environmental Performance Standards, to delete the number of driveway accesses and simply incorporate the City's Street Design and Construction Standards by reference to avoid confusion; seconded by Councilmember Burrage.

Councilmember Burrage offered a friendly amendment to remove the words "Design and Construction" and replace it with "Development", to read City's Street Development Standards. Acceptable to the maker of the motion.

The motion passed 5-0.

Motion made by Mayor Kaplan to amend Sec. 11, Dimensional Standards for New Development, to lower the maximum building height west of SR 99 from 85 feet to 55 feet to prevent views from being blocked from the east side of SR 99 and better transition to residential uses to the west, and to clarify that 200 feet high buildings are only allowed east of SR 99; seconded by Councilmember Scott.

The motion passed 4-1.

For: Mayor Kaplan, Councilmembers Nutting, Burrage and Scott.

Against: Councilmember Sheckler.

Motion made by Councilmember Burrage to amend Sec. 11, Dimensional Standards for New Development, to eliminate (1) because it is redundant with (8); seconded by Councilmember Scott.

The motion passed 5-0.

Motion made by Councilmember Burrage to amend Sec. 12, General Site Design Requirements, to eliminate Site Design Guidelines, but retain the 1st sentence which reads: (1) Design guidelines. All development proposals shall demonstrate substantial compliance, as determined by the City Manager or City Manager's designee, with the adopted Pacific Ridge design guidelines; seconded by Councilmember Scott.

The motion passed 5-0.

Motion made by Councilmember Burrage to amend Sec. 13, General Building Design Requirements, to eliminate Building Design Guidelines, but retain the 1st sentence which reads: (1) Design guidelines. All development proposals shall demonstrate substantial compliance, as determined by the City Manager or City Manager's designee, with the adopted Pacific Ridge design guidelines; seconded by Councilmember Scott.

The motion passed 5-0.

Motion made by Councilmember Burrage to allow vehicle storage as an outright permitted use in PR-C provided that the vehicles cannot be viewed from any other site or any other property in Pacific Ridge or from the street; seconded by Councilmember Scott.

The motion failed 1-4.

For: Councilmember Burrage.

Against: Mayor Kaplan; Councilmembers Nutting, Sheckler and Scott.

The main motion, as amended, passed 5-0.

Mayor Kaplan read Ordinance No. 13-086 into the record.

At 8:21 p.m. Council took a break and resumed back in session at 8:30 p.m.

Item 2: CONTINUED PUBLIC HEARING FOR DRAFT ORDINANCE 13-108, LOADING AREAS AND OFF-STREET PARKING CODE

Staff Presentation: Management Consultant Grant Fredricks

Continuation of Public Hearing from August 8, 2013 Council meeting:

Management Consultant Grant Fredricks gave a brief power point presentation to council.

Mayor Kaplan called Thomas Thompson to the podium.

Thomas Thompson, AIA, 29619 15th Avenue NE, Stanwood; Architect for Dr. & Mrs. Baljinder Buttar, owner of Heritage Plaza, 23040 Pacific Highway S. After receiving the proposed amendments Mr. Thompson continues to be concerned about the 3 year stipulated length of the condition of proposed Amendment 3.

Mayor Kaplan called Imad Bahbah, 12522 28th Avenue E, Tacoma, who offered a few comments regarding the parking revisions in the packet. Multi-family parking has been an issue and he feels that it would have been nice to see that change less restricted and more like King County standards. He commented that having an incremental adjustment might be something to consider. The 50% compact car allowance is gracious; other jurisdictions have 25-33%.

Mayor Kaplan asked 3 times if anyone else wished to speak. Seeing none Mayor Kaplan asked if Council had any questions.

Councilmember Burrage asked Mr. Thompson if he had an opinion on the compact car allowance, changing the percentage from 25-30% or changing the dimensions to 8 1/2 x 17 feet.

Mr. Thompson said that he had no preference to that condition. He found that 9 x 19 is more universal than 9 x 20 and it does surprise him to see how the numbers vary in certain cities.

Councilmember Burrage asked Mr. Thompson if he was looking for design requirements more for the alternative use because of the time difference (weekend/weekdays) or an interim use (so many years), or a combination of both.

Mr. Thompson said the concern was the 3 year limitation.

Mayor Kaplan asked what Mr. Thompson thought would be a fair delineation between an interim use vs. a long term use; 5 years, 8 years, 10 years, etc.

Mr. Thompson said that 5 years is a great place to start but would be nice if there was wording for staff to re-consider for renewal.

Mayor Kaplan closed the Public Hearing at 8:53 p.m.

Direction/Action

Motion 1A made by Councilmember Sheckler to waive Council Rule 26(a) in order to enact Draft Ordinance No. 13-108 amending Chapter 18.44 DMMC, Loading Areas and Off-Street Parking Code, on first reading; seconded by Councilmember Burrage.

The motion passed 5-0.

AND

Motion 1B made by Councilmember Sheckler to enact Draft Ordinance No. 13-108 amending Chapter 18.44 DMMC, Loading Areas and Off-Street Parking Code; seconded by Councilmember Burrage.

Motion made by Councilmember Scott to amend Sec. 1, Modification of parking requirements, to extend the Marina District parking waiver for commercial uses currently expiring on December 31, 2013 to December 31, 2015.
The motion died for lack of a second.

Motion made by Councilmember Burrage to amend Sec. 5, Parking and storage of recreational, utility, and commercial vehicles in residential neighborhoods, to increase the allowable time that RV's may be used as dwellings from the 4 weeks proposed to 6 weeks; seconded by Councilmember Scott.
The motion fails 2-3.

For: Councilmembers Burrage and Scott.

Against: Mayor Kaplan; Councilmembers Nutting & Sheckler.

Motion made by Councilmember Burrage to amend Sec. 1, Modification of parking requirements, to add a provision to permit interim uses as outlined but change 3 years to 5 years and in 7) add "or renewal after application and approval" at the end of the sentence; seconded by Mayor Kaplan.

Mayor Kaplan offered a friendly amendment to limit the extension for an additional 3 years, not to be renewed past 8 years; acceptable to the maker of the motion.
The motion passed 5-0.

Motion made by Councilmember Burrage to amend DMMC 18.44.070(1) to read: "A maximum of 30 percent of the total required off-street parking stalls may be permitted and designated for compact cars" and (3) to read: "Dimensions of compact parking stall shall be 8.5 feet by 17 feet, 144.5 square feet"; seconded by Councilmember Scott.
The motion passed 5-0.

The main motion, as amended, passed 5-0.

Mayor Kaplan read Ordinance No. 13-108 into the record.

NEXT MEETING DATE

September 26, 2013 Regular City Council Meeting

ADJOURNMENT

Motion made by Councilmember Sheckler to adjourn; seconded by Councilmember Nutting.
The motion passed 5-0.

The meeting was adjourned at 9:15 p.m.

Respectfully submitted,
Bonnie Wilkins
City Clerk

CITY OF DES MOINES
Voucher Certification Approval

10-Oct-13

Auditing Officer Certification

Vouchers and Payroll transfers audited and certified by the auditing officer as required by RCW 42.24.080, and those expense reimbursement claims certified as required by RCW 42.24.090, have been recorded on a listing, which has been made available to the City Council.

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

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

Claims Vouchers:		Numbers				Amounts
Total A/P Checks/Vouchers		137350	-	137474	125	953,493.95
Electronic Wire Transfers	3	BANK OF AMERICA VISA, DEPT OF REV				63,371.82
Subtotal for this Council Packet						1,016,865.77
Voided Claim Checks this check run:						0.00
Voided Claim Checks from previous check runs						0.00
Total Claims/Wire Transfers/Voids					128	1,016,865.77

Payroll Vouchers:	DISBURSED 10/04/13					Amounts
Payroll Checks	18336	-	18347	=	12	13,714.22
Direct Deposit	400001	-	400147	=	147	268,480.72
Payroll Taxes						59,660.68
Wage/Garnishments						744.07
Voids					0	0.00
Electronic Wire Transfers						83,379.88
ICMA 401 Forfeitures						0.00
Total Claims						425,979.57
Total certified Wire Transfers,Voids, A/P & Payroll vouchers for Oct 10, 2013						1,442,845.34

A G E N D A I T E M

SUBJECT: Consultant Services Contract with David A. Clark Architects, PLLC for the Des Moines Beach Park Historic Dining Hall Rehabilitation

AGENDA OF: October 10, 2013

DEPT. OF ORIGIN: Planning, Building & Public Works

ATTACHMENTS:

1. Consultant Services Contract
2. Exhibit "A" -- Consultant Scope and Fee Proposal
3. Adopted 2013-2018 MCI CIP Budget Worksheet
4. Draft 2014 MCI CIP Budget Worksheet

DATE SUBMITTED: October 3, 2013

CLEARANCES:

- ☒ Legal *PB*
☒ Finance *pl*
☐ Marina N/A
☒ Parks, Recreation & Senior Services *DSB*
☒ Planning, Building & Public Works *DSB*
☐ Police NA
☐ Courts NA

APPROVED BY CITY MANAGER
FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation:

The purpose of this item is to request City Council approval of the Consultant Services Contract (refer to Attachment 1) with David A. Clark Architects, PLLC for design services for the Des Moines Beach Park Historic Dining Hall Rehabilitation. The following motion will appear on the consent calendar:

Suggested Motion:

"I move to approve the Consultant Services Contract with David A. Clark Architects, PLLC for the Des Moines Beach Park Historic Dining Hall Rehabilitation in the total amount of \$114,675.00, and additionally to authorize the City Manager to sign the Consultant Services Contract substantially in the form as submitted."

Background:

In 2008, the Historic Beach Park Dining Hall located directly over Des Moines Creek, was lifted 3' in elevation in an emergency effort to raise the building above the 100-year flood level and protect it from further flood damage; and the subsequent construction of a permanent foundation was completed.

In 2011/2012, the Dining Hall Decking Project was completed which included the construction of new pile supported decks, skirting, ramps, stairs and railings, installation of an infill section at the adjacent Founders Lodge that incorporated an existing wood ramp, as well as limited paving and site work. David A. Clark Architects, PLLC was hired to perform duties as the Owners Representative for the

Project as the City's prime contact for the Contractor, Western Ventures Construction, working on the project from notice to proceed to project closeout.

Discussion:

Staff sent out a Request for Qualifications (RFQ) for consultant design services to six architectural firms via the MRSC Roster. Interested consultants had two and a half weeks to deliver their Statement of Qualifications (SOQ). The SOQ's were due by 4:00 PM on Thursday, August 29, 2013. Staff received only one SOQ in response to the RFQ (David A. Clark Architects, PLLC).

Even though staff only received one response to the RFQ, staff has worked with David A. Clark Architects, PLLC in the past on several City projects; and has confidence in his ability to deliver a quality work product that meets schedules and budgets.

The contract includes design services as well as construction observation and inspection services.

Financial Impact:

There are sufficient funds budgeted for this work, as illustrated in Attachment 3 and 4.

Recommendation/Conclusion:

Staff recommends that Council approve the Consultant Services Contract with David A. Clark Architects, PLLC for the Des Moines Beach Park Historic Dining Hall Rehabilitation.

Concurrence:

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



CONSULTANT SERVICES CONTRACT between the City of Des Moines and

David A. Clark Architects, PLLC

THIS CONTRACT is made between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and David A. Clark Architects, PLLC organized under the laws of the State of Washington, located and doing business at 33017 134th Ave. SE, Auburn, WA 98092 (hereinafter the "Consultant").

I. DESCRIPTION OF WORK.

Consultant shall perform the following services for the City in accordance with the following described plans and/or specifications:

See attached Exhibit "A" -- Consultant Scope and Fee Proposal, dated October 2, 2013; which is incorporated into this contract.

Consultant further represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time those services are performed.

II. TIME OF COMPLETION. The parties agree that work will begin on the tasks described in Section I above immediately upon the effective date of this Contract. Upon the effective date of this Contract, Consultant shall complete the work described in Section I by December 31, 2015.

III. COMPENSATION.

- A. The City shall pay the Consultant, based on time and materials, an amount not to exceed \$114,675.00 for the services described in this Contract. This is the maximum amount to be paid under this Contract for the work described in Section I above, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed amendment to this Contract. The Consultant agrees that the amount budgeted for as set forth in Exhibit "A" for its services contracted for herein shall remain locked at the negotiated rate(s) for a period of one (1) year from the effective date of this Contract.

- B. The Consultant shall submit monthly payment invoices to the City for work performed, and a final bill upon completion of all services described in this Contract. The City shall provide payment within forty-five (45) days of receipt of an invoice. If the City objects to all or any portion of an invoice, it shall notify the Consultant and reserves the option to only pay that portion of the invoice not in dispute. In that event, the parties will immediately make every effort to settle the disputed portion.

IV. INDEPENDENT CONTRACTOR. The parties intend that an Independent Contractor-Employer Relationship will be created by this Contract and that the Consultant has the ability to control and direct the performance and details of its work; however, the City shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

V. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Consultant determines, for any reason, that a change order is necessary, Consultant must submit a written change order request to the person listed in the notice provision section of this Contract, section XVI(C), within fourteen (14) calendar days of the date Consultant knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Consultant's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Consultant on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Consultant shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Consultant fails to require a change order within the time specified in this paragraph, the Consultant waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Consultant disagrees with the equitable adjustment, the Consultant must complete the change order work; however, the Consultant may elect to protest the adjustment as provided in subsections A through E of Section VI, Claims, below.

The Consultant accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Consultant as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

VI. CLAIMS. If the Consultant disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Consultant may file a claim as provided in this section. The Consultant shall give written notice to the City of all claims within fourteen (14) calendar days of the occurrence of the events giving rise to the claims, or within fourteen (14) calendar days of the date the Consultant knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by

the Consultant unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Consultant's written claim shall include the information set forth in subsections A, items 1 through 5 below.

FAILURE TO PROVIDE A COMPLETE, WRITTEN NOTIFICATION OF CLAIM WITHIN THE TIME ALLOWED SHALL BE AN ABSOLUTE WAIVER OF ANY CLAIMS ARISING IN ANY WAY FROM THE FACTS OR EVENTS SURROUNDING THAT CLAIM OR CAUSED BY THAT DELAY.

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
 - 1. The date of the Consultant's claim;
 - 2. The nature and circumstances that caused the claim;
 - 3. The provisions in this Contract that support the claim;
 - 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 - 5. An analysis of the progress schedule showing the schedule change or disruption if the Consultant is asserting a schedule change or disruption.
- B. Records. The Consultant shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Consultant's records needed for evaluating the protest.

The City will evaluate all claims, provided the procedures in this section are followed. If the City determines that a claim is valid, the City will adjust payment for work or time by an equitable adjustment. No adjustment will be made for an invalid protest.

- C. Consultant's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.
- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Consultant also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).
- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Consultant completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

VII. LIMITATION OF ACTIONS. CONSULTANT MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONSULTANT'S ABILITY

TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

VIII. TERMINATION. Either party may terminate this Contract, with or without cause, upon providing the other party thirty (30) days written notice at its address set forth on the signature block of this Contract. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this project, which may be used by the City without restriction. If the City's use of Consultant's records or data is not related to this project, it shall be without liability or legal exposure to the Consultant.

IX. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any subcontract, the Consultant, its subcontractors, or any person acting on behalf of the Consultant or subcontractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

X. INDEMNIFICATION. Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

The provisions of this section shall survive the expiration or termination of this Contract.

XI. INSURANCE. The Consultant shall procure and maintain for the duration of the Contract, 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 the Consultant, its agents, representatives, or employees.

No Limitation. Consultant's maintenance of insurance as required by the Contract shall not be construed to limit the liability of the Consultant to the coverage
CONSULTANT SERVICES CONTRACT 4
(Various)

provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance. Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

Minimum Amounts of Insurance: Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

B. 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:

1. The Consultant's insurance coverage shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant'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 City.

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

D. Verification of Coverage Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

XII. EXCHANGE OF INFORMATION. The City will provide its best efforts to provide reasonable accuracy of any information supplied by it to Consultant for the purpose of completion of the work under this Contract.

XIII. OWNERSHIP AND USE OF RECORDS AND DOCUMENTS. Original documents, drawings, designs, reports, or any other records developed or created under this Contract shall belong to and become the property of the City. All records submitted by the City to the Consultant will be safeguarded by the Consultant. Consultant shall make such data, documents, and files available to the City upon the City's request. The City's use or reuse of any of the documents, data and files created by Consultant for this project by anyone other than Consultant on any other project shall be without liability or legal exposure to Consultant.

XIV. CITY'S RIGHT OF INSPECTION. Even though Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Contract, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure satisfactory completion.

XV. WORK PERFORMED AT CONSULTANT'S RISK. Consultant shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Consultant's own risk, and Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XVI. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract 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.

B. Resolution of Disputes and Governing Law.

1. **Alternative Dispute Resolution.** If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written agreement of the parties to waive mediation, any unresolved controversy or claim

arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Agreement, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided, however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section X of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of this Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Consultant.

F. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any language contained in this Contract, the terms of this Contract shall prevail.

G. Compliance with Laws. The Consultant agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.

I. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

J. Records Retention and Audit. During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

CONSULTANT: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF DES MOINES: By: _____ (signature) Print Name: <u>Anthony A. Piasecki</u> Its <u>City Manager</u> (Title) DATE: _____ Approved as to form: _____ City Attorney DATE: _____
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At the direction of the Des Moines
City Council taken at an open public
meeting on _____.

NOTICES TO BE SENT TO: CONSULTANT: David A. Clark David A. Clark Architects, PLLC 33017 134th Ave. SE Auburn, WA 98092 (253) 351-8877 (telephone) (253) 804-6566 (facsimile)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Scott J. Romano City of Des Moines 21630 11th Avenue S., Suite A Des Moines, WA 98198 (206) 870-6539 (telephone) (206) 870-6596 (facsimile)
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Des Moines Beach Park Historic Dining Hall Rehabilitation
Consultant's Scope and Fee
October 2, 2013

Project scope:

All design work shall be targeted to the owner's priorities to obtain the highest and best use of the available funds. Please see detailed scope listed on page four below. Our tasks are as follows:

Task 1.1:

Review the previous design drawings and prepare cost estimate to determine the amount of work that can be accomplished for the \$825,000 budget. Segment scope of work based on Owner's list of priorities.

Task 1.2:

Review Owner's program and prepare design development drawings to fit the Owner's program and the construction budget. Update the cost estimates. Obtain owner's approval of the DD work or revise DD drawings until Owner's approval is obtained. Prepare phasing steps if requested. Attend public meetings and council meetings as requested.

Task 2.1

Prepare construction documents for permitting. Hold meetings with the building department to determine scope of submittal. Review code requirements and prepare code check plans. Complete submittal forms and make permit submittals. Update cost estimate.

Task 2.2

Update permit drawings after permit approval and Owner review and coordination meetings with sub consultants. Prepare specifications and assist the Owner in preparation of division 0 boiler plate. Update costs estimate and obtain Owner's approval to bid.

Task 3

Submit the project to Bid through Owner's preferred method. Prepare addendums as required. Review substitution requests. Answer questions and conduct pre-bid conference. Attend the bid opening and vet the apparent low bidder. Make presentation to council if requested.

Task 4

Construction Administration. Complete CA work as indicated in complete scope of services in article 3.6, below.

Goals:

Goals are an element of the Owner's wish list compared to the construction funds available. The Architect will support the goals set forth by the Owner as follows:

Goal #1: Remove red tag:

1. Restoring utilities
2. Structural improvements
3. ADA restroom(s)
4. Restore exterior exit doors and provide proper hardware
5. Install code required lighting
6. Install fire sprinklers

Goal #2: Provide program & community usage:

1. *Roofing*
2. *Repair siding and remove dry rot in walls*
3. *Wall and roof insulation*
4. *Kitchen*
5. *HVAC upgrades*
6. *Painting*
7. *Window repair*

Goal #3: Cosmetic/fully functioning tasks:

1. *Windows*
2. *Restore stairs to the second floor*
3. *Flooring*

Reviews:

We recommend reviews after task 1, task 2.1 and 2.2. We assume our interim review will be conducted by both Parks and PW.

Project deliverables:

Review sets will be submitted in either electronic or paper formats, as requested. All printing would be accomplished at cost plus 10%.

Governing Documents:

Division 0 documents will be prepared by the City, divisions 1-17 will be prepared by the Consultant. The Architect will provide AIA documents that will be incorporated as a secondary document after the WSDOT Standard Specifications for Road, Bridge and Municipal Construction, current edition.

Owner's Consultants and Owner's Contractors:

Owner will engage the services of a hazardous waste consultant and abatement contractor for completion of the abatement work prior to the Architect's work, and shall be solely responsible for overseeing the abatement work. The Architect is not involved in the abatement work in any way. The Owner shall further engage the services of a material testing agency and commissioning agents necessary for the scope of work and successful completion of the building project. The Architect's cost estimates will include budget estimates for the material testing and inspection agencies.

Relationships:**Owner-Architect:**

The Parks department is the end user and client, Public Works Project Manager as the liaison to other departments and administration. We will be open to both Parks and PW PM and any other department, but accept final direction from the PW PM.

Owner-Contractor:

The Owner shall make all communication with the Contractor through the Architect, except in the case of emergency and the Architect is not immediately available.

Architect-Contractor:

The Architect and the Contractor shall communicate through each other and shall not have direct communication with the Owner or the subcontractors unless an emergency exists.

Architect-Architect's Sub-Consultants:

The Architect's subconsultants report only to the Architect and will have no direct interaction with the Owner or the contractor without the Architect present. The Contractor and the Owner will communicate through the Architect as the prime consultant.

Architect-Owner's Agencies:

The Architect will support the Owner in their communication and interaction with granting and historical agencies.

Meetings:

The Architect shall participate in public presentations as reasonably requested by the Owner.

**A/E fee – Fixed amount based on
the construction cost of the project**

					\$ 114,675
Design Development Task 1				24%	\$ 27,522.00
Principal	103.0	166.15	17,119.90		
Designer/Drafting	85.8	85.53	7,337.10		
MEPS Consultants (estimated)			3,065.00		
Construction Documents Task 2				54%	\$ 61,924.50
Principal	128.3	166.15	21,312.23		
Designer/Drafting	304.6	85.53	26,048.28		
MEPS Consultants (estimated)			14,564.00		
Bidding Task 3				3%	\$ 3,440.25
Principal	17.5	166.15	2,900.25		
Designer/Drafting	0.0	85.53	0.00		
MEPS Consultants (estimated)			540.00		
Construction Observation Task 4				19%	\$ 21,788.25
Principal	106.5	\$166.15	17,696.93		
Designer/Drafting	23.0	85.53	1,966.33		
MEPS Consultants (estimated)			2,125.00		

Inclusions:

Architectural design, Mechanical engineering, Structural engineering, Electrical engineering, Civil engineering, and cost estimating. Includes drafting changes required by RFI replies. See complete scope beginning on page four, below.

Exclusions:

The Architect's scope of work does not include landscape architectural, survey, environmental, hazardous material survey/ removal/mitigation, LEED, material testing, colored renderings, animation and 3d drawings, noise studies, commissioning, furniture, fixture and equipment, soils engineering, printing, deliveries, etc, sales taxes, full time or extensive construction observation, drafting record dimensional drawings completed by the contractor. All hazardous waste and lead abatement will be completed by the Owner and are not a part of the Architects' scope.

Complete Scope of Services

ARTICLE 1 THE SERVICES

1.1 General Description: Provide professional Architectural services for the renovation of the Des Moines Dining Hall Renovation project.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

2.1 The Architect shall provide the professional services as set forth in the agreement and its attachments.

2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall conform with all rules reasonably established by the Owner.

2.3 The Architect identifies David Clark, a representative authorized to act on behalf of the Architect with respect to the Project as the project manager.

2.4 The Architect shall procure and maintain for the duration of the Agreement, insurance of the types and in the amounts required by the Owner. Certificates and endorsements shall be provided as set forth by the Owner

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services.

3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants.

3.1.3 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

3.3 DESIGN DEVELOPMENT PHASE SERVICES

3.3.1 The Architect shall prepare Design Development Documents for the Owner's approval.

3.3.2 The Architect shall update the estimate of the Cost of the Work.

3.3.3 The Architect shall submit the Design Development documents to the Owner and advise the Owner of any adjustments to the estimate of the Cost of the Work.

3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

3.4.1 The Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work.

3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

3.4.3 During the development of the Construction Documents, the Architect shall prepare bidding documents.

3.4.4 The Architect shall update the estimate for the Cost of the Work and shall advise the Owner of any adjustments to the estimate of the Cost of the Work.

3.5 BIDDING PHASE SERVICES

3.5.1 GENERAL

The Architect shall assist the Owner in (1) obtaining competitive bids; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

3.5.2 COMPETITIVE BIDDING

3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

3.5.2.2 The Architect shall assist the Owner in bidding the Project.

3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

3.6 CONSTRUCTION PHASE SERVICES

3.6.1 GENERAL

3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201, General Conditions of the Contract for Construction and the WSDOT Standard specifications for Road, Bridge and Municipal Construction.

3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement.

3.6.1.3 The Contractor only, not the Owner or the Architect, shall have control over or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work.

3.6.2 EVALUATIONS OF THE WORK

3.6.2.1 The Architect shall visit the site once per week during active construction activity to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. On the basis of the site visits, the Architect shall keep the Owner informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

3.6.2.2 The Architect or the Owner has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed.

3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in good faith and in writing within any time limits agreed upon or otherwise with reasonable promptness.

3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either.

3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents.

3.6.3.2 The Architect shall maintain a record of the Applications and Certificates for Payment.

3.6.4 SUBMITTALS

3.6.4.1 The Architect shall review the Contractor's submittals with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

3.6.4.2 The Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, for the purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Accuracy and completeness of dimensions and quantities on the shop drawings are the Contractor's responsibility.

3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

3.6.5 CHANGES IN THE WORK

3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

3.6.5.2 The Architect shall maintain records relative to changes in the Work.

3.6.6 PROJECT COMPLETION

3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

3.6.6.4 The Architect shall forward to the Owner any documentation required of the Contractor under the Contract Documents.

3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.



2013 - 2018 CAPITAL IMPROVEMENT PLAN Municipal Capital Improvement

CAPITAL IMPROVEMENT PLAN REQUEST FORM

CATEGORY	General Government	PROJECT NO.	310.050-01
PROJECT	Des Moines Beach Park (DMBP) Dining Hall Rehabilitation	PROJECT STATUS:	
		Preliminary Estimate	X
		Plans in Preparation	
		P.S.E. Complete	

LOCATION 22030 Cliff Avenue South

DESCRIPTION: Rehabilitation of the Dining Hall includes lifting the building, constructing a new foundation spanning the creek (completed in 2008), ADA access and decking (completed in 2011). This project has funding support from Washington State and shares a portion of the cost to make creek modifications to reduce park flooding and improve environmental conditions. 2013: Provides funds for code related improvements to reopen the building such as: repairs to structure and roof, building interior and exterior rehabilitation work, new utilities (electrical and gas, phone, cable, water, sewer, surface water), fire suppression and grease trap. 2014: Provides funds for window replacement and door repairs.

EXPENDITURE SCHEDULE													
COST ELEMENTS	TOTAL*	Prior Yrs	FY 09 Act	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amd	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMINISTRATION	\$ 25,368	\$ 10,212	\$ 376	\$ -	\$ 4,650	\$ -	\$ -	\$ 9,130	\$ 1,000				
CIP PROJ MGT 5%	47,795	15,780	909			2,106	2,106	25,000	4,000				
DESIGN/ENGINEERING/PERMITS	197,365	104,718	12,647					80,000					
SURVEY (Archeology)	9,987	7,273	2,714										
Creek Hydrology Design/Permit	117,572	93,619	21,226		2,727								
BUILDINGS	1,899,412	942,898			285,644	10,872		585,000	75,000				
Construction Obs/Engineer	73,239				33,822	39,417	39,417						
CONTINGENCY/PERMITS	70,499							63,820	6,679				
SALES TAX	90,825				27,092	1,033		55,575	7,125				
TESTING	48,524	31,822			5,202	5,000	5,000	6,500					
EQUIPMENT	117,493	692		66,801				50,000					
OTHER-Fencing	1,421		671			750	750						
TOTAL	\$ 2,699,499	\$ 1,207,011	\$ 38,543	\$ 66,801	\$ 359,137	\$ 59,178	\$ 47,273	\$ 875,025	\$ 93,804				

FUNDING SOURCES	TOTAL*	Prior Yrs	FY 09 Act	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amd	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
REET (2011)	\$ 719,877	\$ 762,955	\$ -	\$ (124,996)	\$ 133,867	\$ (51,949)	\$ (71,726)	\$ -	\$ -				
REET (2013 Tsf from Auditorium Roof Proj.)	(5,946)			(99,321)				93,375					
REET (2013-14 Tsf from BP Interim Repairs.)	125,454							31,650	93,804				
4Culture Arts Capital Grant (unconfirmed)	-					-	46,523						
Park In-lieu	-												
MCI	175,692				175,692	-	(174,380)						
SWM Utility	-												
TBD	-												
4Culture	12,850	12,850											
WA State Heritage Funds (confirm)	844,271	431,176	10,850	291,118		111,127	246,856						
WA State Her. Funds (unconf.)	750,000							750,000					
Miscellaneous (Ins Recoveries)	77,301	30	27,693		49,578								
TOTAL	\$ 2,699,499	\$ 1,207,011	\$ 38,543	\$ 66,801	\$ 359,137	\$ 59,178	\$ 47,273	\$ 875,025	\$ 93,804				

*Excludes FY 12 Amd



2013 - 2018 CAPITAL IMPROVEMENT PLAN
Municipal Capital Improvement

**CAPITAL IMPROVEMENT PLAN
 REQUEST FORM**

CATEGORY	General Government	PROJECT NO.	310.050-01
PROJECT	Des Moines Beach Park (DMBP) Dining Hall Rehabilitation	PROJECT STATUS:	☒ Preliminary Estimate ☐ Plans in Preparation ☐ P.S.E. Complete

LOCATION
 22030 Cliff Avenue South

Des Moines Beach Park is listed on the State and National Historic Register. Expert analysis was completed in 2004 regarding prioritized and phased rehabilitation of the park's assets. Rehabilitation of the following buildings is proposed: Auditorium (1957), Dining Hall (1934), Picnic Shelter (1924), Sun Home Lodge (1934), Caretaker's Cabin (1935), Workshop/Bath House (1945), and Founder's Lodge (1970). The Sun Home Lodge is in desperate need of life and safety repairs for its continued use as a recreation facility. Funds are not available at this time to provide for the rehabilitation work necessary for public use.

SCOPE OF WORK:

Historic Beach Park Buildings- Dining Hall Rehabilitation

Des Moines Beach Park Rehabilitation - Dining Hall

**DINING HALL
 (A.K.A. COMMUNITY BUILDING)
 RECOMMENDATIONS**

Short Term
 • Stabilize and reconstruct the building foundation.

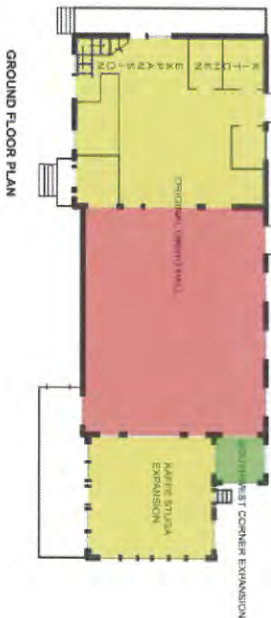
Mid Term
 • Replace in-kind deteriorated vinyl flooring in the kitchen. Inspect framing and sheathing and repair in-kind as necessary.

• Repair in-kind and refinish wood windows.
 • Repair roofing and replace missing shingles. Inspect sheathing, framing, and rafter ends during repair. Consolidate or repair in-kind as necessary.

• Remove all plumbing and utility lines from below the building for protection during flooding.

Long Term
 • Rehabilitate the attic space for compatible new use.
 • Retain cool room, including door hardware, and repair in-kind as needed.

• Restore in-kind the original fir tongue and groove flooring in the dining hall and Kaffe Stuga.





CAPITAL IMPROVEMENT PLAN REQUEST FORM

Municipal Capital Improvement

CATEGORY	General Government	PROJECT NO	310.050-01
PROJECT	Des Moines Beach Park (DMBP) Dining Hall Rehabilitation	PROJECT STATUS	Preliminary Estimate ☒ X
		Plans in Preparation	☐
		P S E Complete	☐
LOCATION	22030 Cliff Avenue South		
DESCRIPTION:	Rehabilitation of the Dining Hall includes lifting the building, constructing a new foundation spanning the creek (completed in 2008), ADA access and decking (completed in 2011). This project has funding support from Washington State and shares a portion of the cost to make creek modifications to reduce creek flooding and improve environmental conditions. 2013-2014: provides funds for code related improvements to reopen the building such as: repairs to structure and roof, building interior and exterior rehabilitation work, new utilities (electrical and gas, phone, cable, water, sewer, surface water), fire suppression and grease trap. Alternate: Provides funds for window replacements.		

EXPENDITURE SCHEDULE										
COST ELEMENTS	TOTAL*					FY 13	FY 14	FY 15	FY 16	FY 17
ADMINISTRATION	\$ 27,500					\$ 2,500	\$ 28,000			
CIP PROJ MGT	45,428					5,055	40,373			
DESIGN/ENGINEERING	92,887					30,000	62,887			
SURVEY (Archeology)	-									
Creek Hydrology Design/Permit	5,150					5,150	731,250			
BUILDING REHABILITATION	731,250					-	123,750			
CONTINGENCY 15%	129,750					6,000	21,789			
Construction Inspection/Engineer	21,789						21,200			
BUILDING PERMITS	21,200						78,375			
SALES TAX 9.5%	78,375									
LEAD & ASBESTOS ABATEMENT	10,000					10,000				
EQUIPMENT	20,000						20,000			
OTHER-TESTING & COMMISSIONING	7,500						7,500			
TOTAL	\$ 1,190,829					\$ 58,705	\$ 1,132,124			
FUNDING SOURCES	TOTAL*					FY 13	FY 14	FY 15	FY 16	FY 17
REET (2013 1st from Auditorium Roof Proj.)	93,375					51,101	42,274			
REET (2013-14 1st from BP Internm Repairs)	125,454						125,454			
Park In-Hieu										
MCI										
4Culture - Confirmed	12,000						12,000			
WA State Heritage Funds (confirm)	128,000					7,604	120,396			
WA State Her Funds (conf.)	832,000						832,000			
Add REET										
TOTAL	\$ 1,190,829					\$ 58,705	\$ 1,132,124			

JUSTIFICATION:

Des Moines Beach Park is listed on the State and National Historic Register. Expert analysis was completed in 2004 regarding prioritized and phased rehabilitation of the park's assets. Rehabilitation of the following buildings is proposed: Auditorium (1957), Dining Hall (1934), Picnic Shelter (1924), Sun Home Lodge (1934), Caretaker's Cabin (1935), Workshop/Bath House (1945), and Founder's Lodge (1970). The Sun Home Lodge is in desperate need of life and safety repairs for its continued use as a recreation facility. Funds are not available at this time to provide for the rehabilitation work necessary for public use.

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Contract Award for South 216th Street
(15th Avenue to 18th Avenue) Storm Drainage
Repair Project

ATTACHMENTS:

1. Public Works Contract
2. Proposal Form
3. 2013-2018 CIP Summary Worksheet
4. Proposed Budget Amendment

FOR AGENDA OF: October 10, 2013

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: October 3, 2013

CLEARANCES:

- [X] Legal PB
 [X] Finance ph
 [] Marina N/A
 [] Parks, Recreation & Senior Services N/A
 [X] Planning, Building & Public Works DJB
 [] Police N/A
 [] Courts N/A

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** [Signature]

Purpose and Recommendation

The purpose of this item is to seek City Council approval of the contract (Attachment 1) with Pacific Coast General, LLC for the 216th Pipe Replacement between 15th Avenue South and 18th Avenue South. The following motions will appear on the consent calendar.

Suggested Motions

Motion 1: "I move to direct Administration to submit a \$297,500 CIP budget amendment for the South 216th Street (15th Avenue to 18th Avenue) Storm Drainage Repair Project."

Motion 2: "I move to approve the Public Works Contract with Pacific Coast General, LLC for the South 216th Street (15th Avenue to 18th Avenue) Storm Drainage Repair Project, in the amount of \$167,817.50, authorize a project contingency in the amount of \$38,000.00 and authorize the City Manager to sign said contract substantially in the form as submitted."

Background

Early this summer a road sinkhole was seen on the north shoulder of 216th Avenue just west of the terminus of the Gateway project, currently under construction. Upon inspection and a video survey of the storm system it was found that the bottom of the existing corrugated metal storm pipe was severely

corroded and substantial road material was being washed out through the system. KPG Engineering was subsequently contracted to quickly prepare a design for the replacement of approximately 375 feet of the corrugated pipe. The pipe system downstream of the replacement pipe, although also made of corrugated metal pipe, is lined with a tar coating and is still in relatively good condition.

The project involves installing 327 feet of pipe within the west bound lane of 216th Street to avoid impact to the adjacent rockery and water main, replacing a 12-inch storm drain crossing near 15th Avenue, backfilling the abandoned pipes with control density fill, installing three drainage structures, and road restoration.

Since this pipe failure was outside of the current 216th Segment 2 project limits, staff was advised to treat the repair as a stand-alone project rather than adding this work to the current project as a change order since the expenses would not be considered eligible for reimbursement through our TIB grant which is paying a majority of the construction costs. Nine solicitations were made from the MRSC roster but none of the contractors submitted. SCI, the current 216th Segment 2 contractor was not on the local MRSC Roster and per roster procedures was not initially invited to provide a quote; however, due to the unusual circumstances and the need to proceed with this project as quickly as possible, SCI was requested to apply for the roster and submit a quote for the project.

Although the project has not been declared as an emergency, the project should be considered as urgent and needs to be completed before the next rain season. If the work is not done this summer/fall, road material will continue to be lost into the pipe system requiring a temporary pipe "patch" to prevent failure of the pipe.

Discussion

The Engineer's Estimate for the project is \$115,515. Staff solicited price proposals from 9 reputable contractors via the Municipal Research and Services Center (MRSC) roster on August 23, 2013. Proposals were due on September 5, 2013. No proposals were received. Staff then sent out the project plans and specifications to three other contractors with a due date of October 2, 2013. The results of those price proposals are shown below:

<u>Contractor Name:</u>	<u>Total:</u>
Pacific Coast General, LLC	\$167,817.50
Westwater Construction Company	\$170,965.00
SCI Infrastructure, LLC	\$188,365.00
Engineer's Estimate	\$115,515

The nine companies solicited who chose not to submit a price proposal cited existing work loads at this time which would limit their ability to complete the work in a timely matter.

Alternatives

Council could direct staff to re-submit for construction quotes at a later time this year. However, given the need to do the project during good weather, any delay could add substantial costs to the project for controlling erosion, dewatering and flow diversion, as well as add to the duration of the project.

Financial Impact

A budget amendment is requested in the amount of \$297,500, which includes a 20% construction contingency given the nature of the project. Although the other two pipe replacement projects (located on 216th Place and Des Moines Memorial Drive) have been delayed to next year, funds have been shifted from the 2015 Pipe Replacement Program to cover the expense for this request. General inspection and project management will be made with city staff with assistance from KPG for special inspection, material testing and other services to be provided upon request.

Recommendation or Conclusion

Staff recommends Council approve the suggested motions.

Concurrence

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



PUBLIC WORKS CONTRACT
between City of Des Moines and
Pacific Coast General, LLC

THIS CONTRACT is made and entered into this _____ day of _____, 2013, by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Pacific Coast General, LLC organized under the laws of the State of Washington, located and doing business at P O Box 1577, Port Orchard, WA 98366, (360) 443-2799, Steve Davis (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City in accordance with the following described Plans, and/or Specifications, attached hereto and incorporated herein by reference.

South 216th Street Storm Drainage Repair

- Abandon failing storm drainage conveyance system.
- Structure excavation and installation of new drainage system.
- Trench patching with hot mix asphalt.
- Re-establish pavement markings.
- And all incidental items necessary to complete the Work as described in the Plans and Specifications.

The Contractor agrees to furnish all materials, tools, labor, equipment, and other incidentals, and to perform all services and work as described in this Contract and the contract documents, which consist of this Contract and the following items, which are by this reference incorporated herein:

Standard Specifications for Road, Bridge and Municipal Construction, 2012 prepared by the Washington State Department of Transportation and the American Public Works Association – Washington State Chapter, together with the latest WSDOT amendments to the 2012 Standard Specifications and RCW 19.122.

This is a Public Works Project which is subject to Prevailing Wage and Sales Tax rules. A current City of Des Moines Business License is required for all contractors and subcontractors that perform work under this contract. These licenses shall be in place prior to the issuance of any Notice to Proceed.

Exhibit A: Bid Documents

Exhibit B: Contract Documents

Exhibit C: Special Provisions

Appendix A: Standard Plans

Appendix B: Prevailing Wage Rates

a. Contractor represents that the services furnished under this Contract will be performed in accordance with generally accepted professional practices within the Puget Sound region in effect at the time such services are performed.

b. The Contractor shall provide and furnish any and all labor, materials, tools, equipment and utility and transportation services along with all miscellaneous items necessary to perform this Contract except for those items mentioned therein to be furnished by the City.

c. All work shall be accomplished in a workmanlike manner in strict conformity with the attached plans and specifications including any and all Addenda issued by the City, City Regulations and Standards, other Contract Documents hereinafter enumerated.

In addition, the work shall be in conformance with the following documents which are by reference incorporated herein and made part hereof:

- (i) the Standard Specifications of the Washington State Department of Transportation (WSDOT) (2012 edition);
- (ii) the American Public Works Association (APWA) (current edition);
- (iii) the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways (current edition);
- (iv) the Standard Plans for Road, Bridge and Municipal Construction (as prepared by the WSDOT/APWA current edition);
- (v) the American Water Works Association Standard (AWWA) (current edition), and;
- (vi) any changes in the Work in accordance with the Contract Documents.

d. Any inconsistency in the parts of the Contract and the documents referenced in Section I (c) above shall be resolved by following this order of precedence (e.g., 1 presiding over 2, 2 over 3, 3 over 4, and so forth):

1. Terms and provisions of the Contract

2. Addenda,
3. Proposal Form,
4. Special Provisions, including APWA General Special Provisions, if they are included,
5. Contract Plans,
6. Amendments to the Standard Specifications,
7. WSDOT Standard Specifications for Road, Bridge and Municipal Construction,
8. Contracting Agency's Standard Plans (if any), and
9. WSDOT Standard Plans for Road, Bridge, and Municipal Construction.

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in the Plans and Specifications attached hereto or incorporated herein by reference will begin within 10 days of issuance of the Notice to Proceed for this project. The Contractor shall complete the Work described in Section I within **[20] working days** based upon the start date specified in the Notice to Proceed for this project. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed \$167,817.50, plus any applicable Washington State Sales Tax, for the work and services contemplated in this Contract. If the work and services to be performed as specified in Section I is for street, place, road, highway, etc. as defined in WAC 458-20-171, then the applicable Washington State Retail Sales Tax on this contract shall be governed by WAC 458-20-171 and its related rules for the work contemplated in this Contract. The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis. The Contractor's Record Drawings, per the Contract Provisions, for the Work completed each week shall be attached to each monthly progress payment request submitted by the Contractor. The monthly progress payment requests submitted by the Contractor will not be considered complete without the required Record Drawings. The City will make progress payment within 45 days after receipt of the Contractor's complete progress request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 20 calendar days

upon entering into this Contract, through a bonding company meeting standards established by the City.

- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.
- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

IV. INDEPENDENT CONTRACTOR. The parties understand and agree that Contractor is a firm skilled in matters pertaining to construction and will perform independent functions and responsibilities in the area of its particular field of expertise. Contractor and its personnel, subcontractors, agents and assigns, shall act as independent contractors and not employees of the City. As such, they have no authority to bind the City or control employees of the City, contractors, or other entities. The City's Planning, Building and Public Works Director or his or her designated representative shall have authority to ensure that the terms of the Contract are performed in the appropriate manner.

The Contractor acknowledges that all mandatory deductions, charges and taxes imposed by any and all federal, state, and local laws and regulations shall be the sole responsibility of the Contractor. The Contractor represents and warrants that all such deductions, charges and taxes imposed by law and/or regulations upon the Contractor are, and will remain, current. If the City is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold the City harmless from those costs, including attorney's fees.

V. TERMINATION. The City may terminate this Contract for good cause. "Good cause" shall include, without limitation, any one or more of the following events:

- A. The Contractor's refusal or failure to supply a sufficient number of properly skilled workers or proper materials for completion of the Contract work.
- B. The Contractor's failure to complete the work within the time specified in this Contract.
- C. The Contractor's failure to make full and prompt payment to subcontractors or for material or labor.
- D. The Contractor's persistent disregard of federal, state or local laws, rules or regulations.
- E. The Contractor's filing for bankruptcy or becoming adjudged bankrupt.
- F. The Contractor's breach of any portion of this Contract.

If the City terminates this Contract for good cause, the Contractor shall not receive any further money due under this Contract until the Contract work is completed. After termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

VI. LIQUIDATED DAMAGES. This section of the Contract shall apply only in the event of a delay in the completion of the work within the timeframe specified in the Contract. This being a Public Works project performed for the benefit of the public, and there being a need for the completion of the project in the time specified in the Contract, City and Contractor agree that damages for delay in the performance or completion of the work are extremely difficult to ascertain. However, City and Contractor agree that due to the expenditure of public funds for the work specified in this Contract, and the need to provide the work for the benefit of the health, safety and welfare of the public, the failure to complete the work within the time specified in the Contract will result in loss and damage to City. City and Contractor agree that a delay will result in, but not be limited to, expense to the City in the form of salaries to City employees, the extended use of City equipment, delays in other portions of the project on which Contractor is working, increased cost to the City for the project, delays in other projects planned by City, and loss of use and inconvenience to the public.

Although difficult to quantify and ascertain, City and Contractor agree that the sum listed as liquidated damages represents a fair and reasonable forecast of the actual damage caused by a delay in the performance or completion of the work specified in the Contract. In addition, City and Contractor agree that the liquidated damages set forth below are intended to compensate the City for its loss and damage caused by delay. The liquidated damages are not intended to induce the performance of Contractor.

Contractor declares that it is familiar with liquidated damages provisions, and understands their intent and purpose. By signing this Contract, Contractor further declares that it understands the liquidated damages provision of this contract, that it is a product of negotiation, and that it is a fair estimation of the damage and loss that City will suffer in the event of delay.

City and Contractor further agree that the contractor shall not be charged with liquidated damages because of any delays in the completion of the work due to unforeseeable causes beyond the control and without the fault or negligence of the contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes.

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of **\$1,258.63** shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

When the Contract Work has progressed to Substantial Completion as defined in the Contract, the Engineer may determine that the work is Substantially Complete. The Engineer will notify the Contractor in writing of the Substantial Completion Date. For overruns in Contract time occurring after the date so established, the formula for liquidated damages shown above will not apply. For overruns in Contract time occurring after the Substantial Completion Date, liquidated damages shall be assessed on the basis of direct engineering and related costs assignable to the project until the actual Physical Completion Date of all the Contract Work. The Contractor shall complete the remaining Work as promptly as possible. Upon request by the Engineer, the Contractor shall furnish a written schedule for completing the physical Work on the Contract.

VII. PREVAILING WAGES. Contractor shall file a "Statement of Intent to Pay Prevailing Wages," with the State of Washington Department of Labor & Industries prior to commencing the Contract work and an Affidavit of prevailing wages paid after completion of the work. The Statement of Intent to Pay Prevailing Wages," shall include Contractor's registration certificate number and the prevailing rate of wage for each classification of workers entitled to prevailing wages under RCW 39.12.020, and the estimated number of workers in each classification. Contractor shall pay prevailing wages in effect on the date the bid is accepted or executed by Contractor, and comply with Chapter 39.12 of the Revised Code of Washington, as well as any other applicable prevailing wage rate provisions. The latest prevailing wage rate revision issued by the Department of Labor and Industries must be submitted to the

City by Contractor. It shall be the responsibility of Contractor to require all subcontractors to comply with Chapter 39.12 RCW and this section of the Contract.

VIII. HOURS OF LABOR. Contractor shall comply with the "hours of labor" requirements and limitations as set forth in Chapter 49.28 RCW. It shall be the responsibility of Contractor to require all subcontractors to comply with the provisions of Chapter 49.28 RCW and this section of the Contract. The Contractor shall pay all reasonable costs (such as over-time of crews) incurred by the City as a result of work beyond eight (8) hours per day or forty (40) hours per week. Additional hours beyond a forty (40)-hour workweek will be pro-rated against contractual workdays.

IX. COMPLIANCE WITH WAGE, HOUR, SAFETY, AND HEALTH LAWS. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 29 U.S.C. 201 et seq, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, et seq, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

X. DAYS AND TIME OF WORK. Unless otherwise approved by the City, the working hours for this project will be limited to the following hours:

Monday through Friday: 7:00 a.m. to 7:00 p.m.

Saturday, Sunday and Holidays: 8:00 a.m. to 5:00 p.m.

XI. WORKERS' COMPENSATION. The Contractor shall maintain Workers' Compensation insurance in the amount and type required by law for all employees employed under this Contract who may come within the protection of Workers' Compensation Laws. In jurisdictions not providing complete Workers' Compensation protection, the Contractor shall maintain Employer's Liability Insurance in the amount, form and company satisfactory to the City for the benefit of all employees not protected by Workers' Compensation Laws.

The Contractor shall make all payments arising from the performance of this Contract due to the State of Washington pursuant to Titles 50 and 51 of the Revised Code of Washington.

Whenever any work by the Contractor under the authority of this Contract is on or about navigable waters of the United States, Workers' Compensation coverage shall be extended to include United States Longshoreman and harbor worker coverage. The Contractor shall provide the City with a copy of the necessary documentation prior to the start of any activity.

XII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within seven (7) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or

time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this section provides. A change order that is accepted by Contractor as provided in this section shall constitute full payment and final settlement of all claims for contract time and for direct, indirect and consequential costs, including costs of delays related to any work, either covered or affected by the change.

XIII. CLAIMS. The Contractor accepts all requirements of a change order by: (1) endorsing it, (2) writing a separate acceptance, or (3) not protesting in the way this Section provides. A change order that is not protested as provided in this Section shall be full payment and final settlement of all claims for Contract time and for all costs of any kind, including costs of delays, related to any Work either covered or affected by the change. By not protesting as this Section provides, the Contractor also waives any additional entitlement and accepts from the Engineer any written or oral order (including directions, instructions, interpretations, and determinations).

If in disagreement with anything required in a change order, another written order, or an oral order from the Engineer, including any direction, instruction, interpretation, or determination by the Engineer, the Contractor shall:

1. Immediately give a signed written notice of protest to the Project Engineer or the Project Engineer's field Inspectors before doing the Work;
2. Supplement the written protest within 14 calendar days with a written statement and supporting documents providing the following:
 - a. The date and nature of the protested order, direction, instruction, interpretation, or determination;
 - b. A full discussion of the circumstances which caused the protest, including names of persons involved, time, duration and nature of the Work involved, and a review of the Plans and Contract Provisions referenced to support the protest;
 - c. The estimated dollar cost, if any, of the protested Work and a detailed breakdown showing how that estimate was determined;
 - d. An analysis of the project schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption; and

- e. If the protest is continuing, the information required above shall be supplemented upon request by the Project Engineer until the protest is resolved.

Throughout any protested Work, the Contractor shall keep complete records of extra costs and time incurred. The Contractor shall permit the Engineer access to these and any other records related to the protested Work as determined by the Engineer.

The Engineer will evaluate all protests provided the procedures in this Section are followed. If the Engineer determines that a protest is valid, the Engineer will adjust payment for Work or time by an equitable adjustment in accordance with WSDOT Standard Specifications Section 1-09.4. Extensions of time will be evaluated in accordance with WSDOT Standard Specifications Section 1-08.8. No adjustment will be made for an invalid protest.

If the Engineer determines that the protest is invalid, that determination and the reasons for it will be provided in writing to the Contractor. The determination will be provided within 14 calendar days after receipt of the Contractor's supplemental written statement (including any additional information requested by the Project Engineer to support a continuing protest) described in item 2 above.

If the Contractor does not accept the Engineer's determination then the Contractor shall pursue the dispute and claims procedures set forth in WSDOT Standard Specifications Section 1-09.11. In spite of any protest or dispute, the Contractor shall proceed promptly with the Work as the Engineer orders.

By failing to follow the procedures of WSDOT Standard Specifications Sections 1-04.5 and 1-09.11, the Contractor completely waives any claims for protested Work.

XIV. LIMITATION OF ACTIONS. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR DAYS FROM THE PHYSICAL COMPLETION DATE ISSUED BY THE ENGINEER OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

XV. WARRANTY. Upon acceptance of the contract work, Contractor must provide the City a warranty bond for one year in the amount of the contract value specified in Section III above and in a form acceptable to the City. In the event any defects are found within the first year, the warranty bond shall be extended for an additional year. The Contractor shall correct all defects in workmanship and materials within one (1) year from the date of the City's acceptance of the Contract work. In the event any parts are repaired or replaced, only original replacement parts shall be used—rebuilt or used parts will not be acceptable. When defects are corrected, the warranty for that portion of the work shall extend for one (1) year from the date such correction is completed and accepted by the City. The Contractor shall begin to correct any defects within seven (7) calendar days of its receipt of notice from the City of the defect. If the Contractor does not accomplish the corrections within a

reasonable time as determined by the City, the City may complete the corrections and the Contractor shall pay all costs incurred by the City in order to accomplish the correction.

XVI. DISCRIMINATION. In the hiring of employees for the performance of work under this Contract or any sub-contract, the Contractor, its sub-contractors, or any person acting on behalf of the Contractor or sub-contractor shall not, by reason of race, religion, color, sex, age, sexual orientation, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

XVII. INDEMNIFICATION.

The indemnification required for the Work is contained in Exhibit C (Special Provisions) Section 1-07.18(6).

XVIII. INSURANCE.

The scope of insurance required for the Work is contained in Exhibit C (Special Provisions) Section 1-07.18.

XIX. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

XX. BOND - SEPARATE PAYMENT AND PERFORMANCE BONDS REQUIRED. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish both a performance bond and a payment bond to the City, both in the full amount of the bid with a surety company as surety. The purpose of the bonds is to ensure that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, State Departments of Revenue, Employment Security, and Labor and Industries, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bonds shall provide that any person or persons performing such services or furnishing material to any subcontractor shall have the same right under the provisions of such bond as if such work, services or material was furnished to the original Contractor. In addition, the surety company/companies providing such bonds shall agree to be bound to the laws of the State of Washington, and subjected to the jurisdiction of the State of Washington and the King County Superior Court in any proceeding to enforce the bond. This Contract shall not become effective until said bonds are supplied and approved by the Engineer and filed with the City Clerk.

In the event that the Compensation called for in Section III of this Contract is less than \$35,000.00, which sum shall be determined after the addition of applicable Washington State sales tax, the Contractor may, prior to the execution to this contract and in lieu of the above mentioned bonds, elect to have the City retain 50% of the contract amount for a period of either thirty (30) days after final acceptance, or until receipt of all necessary releases from the department of revenue and the department of labor and industries and settlement of any liens filed under Chapter 60.28 RCW, whichever is later.

XXI. DEBARMENT. The Contractor must certify that it, and its subcontractors, have not been and are not currently on the Federal or the Washington State Debarment List and if the Contractor or its subcontractors become listed on the Federal or State Debarment List, the City will be notified immediately.

XXII. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract 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.

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service rules or policies before resorting to arbitration. The mediator may be selected by agreement of the parties or through JAMS. Following mediation, or upon written Contract of the parties to waive mediation, any unresolved controversy or claim arising from or relating to this Contract or breach thereof shall be settled through arbitration which shall be conducted under JAMS rules or policies. The arbitrator may be selected by agreement of the parties or through JAMS. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

2. Applicable Law and Jurisdiction. This Contract shall be governed by the laws of the State of Washington. Although the agreed to and designated primary dispute resolution method as set forth above, in the event any claim, dispute or action arising from or relating to this Contract cannot be submitted to arbitration, then it shall be commenced exclusively in the King County Superior Court or the United States District Court, Western District of Washington as appropriate. In any claim or lawsuit for damages arising from the parties' performance of this Contract, each party shall pay all its legal costs and attorney's fees incurred in defending or bringing such claim or lawsuit, in addition to any other recovery or award provided by law; provided,

however, nothing in this paragraph shall be construed to limit the City's right to indemnification under Section XVII of this Contract.

C. Written Notice. All communications regarding this Contract shall be sent to the parties at the addresses listed on the signature page of the Contract, unless notified to the contrary. Any written notice hereunder shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Contract or such other address as may be hereafter specified in writing.

D. Assignment. Any assignment of this Contract by either party without the written consent of the non-assigning party shall be void. If the non-assigning party gives its consent to any assignment, the terms of this Contract shall continue in full force and effect and no further assignment shall be made without additional written consent.

E. Modification. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by a duly authorized representative of the City and Contractor.

F. Compliance with Laws. The Contractor agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now effective or in the future become applicable to Contractor's business, equipment, and personnel engaged in operations covered by this Contract or accruing out of the performance of those operations.

G. Counterparts. This Contract may be executed in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Contract.

H. Business License. Contractor shall comply with the provisions of Title 5 Chapter 5.04 of the Des Moines Municipal Code.

I. Records Retention and Audit. During the progress of the Work and for a period not less than three (3) years from the date of completion of the Work or for the retention period required by law, whichever is greater, records and accounts pertaining to the Work and accounting therefore are to be kept available by the Parties for inspection and audit by representatives of the Parties and copies of all records, accounts, documents, or other data pertaining to the Work shall be furnished upon request. Records and accounts shall be maintained in accordance with applicable state law and regulations.

J. Entire Contract. The written provisions and terms of this Contract, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering in any manner this Contract. All of the above documents are hereby made a part of this Contract. However, should any language in any of the Exhibits to this Contract conflict with any

language contained in this Contract, then the order of precedence shall be in accordance with Section I c of this Contract.

K. Severability. If any one or more sections, sub-sections, or sentences of this Contract are held to be unconstitutional or invalid, that decision shall not affect the validity of the remaining portion of this Contract and the remainder shall remain in full force and effect.

IN WITNESS, the parties below execute this Contract, which shall become effective on the last date entered below.

CONTRACTOR: By: _____ (signature) Print Name: _____ Its _____ (Title) DATE: _____	CITY OF DES MOINES: By: _____ (signature) Print Name: <u>Anthony A. Piasecki</u> Its <u>City Manager</u> (Title) DATE: _____ Approved as to Form: _____ City Attorney DATE: _____
NOTICES TO BE SENT TO: CONTRACTOR: Steve Davis Pacific Coast General, LLC P O Box 1577 Port Orchard, WA 98366 (360) 443-2799 (telephone) (253) 320-2109 (facsimile)	NOTICES TO BE SENT TO: CITY OF DES MOINES: Scott J. Romano City of Des Moines 21650 11th Avenue South Des Moines, WA 98198 (206) 870-6539 (telephone) (206) 870-6596 (facsimile)

At the direction of the Des Moines
City Council taken at an open public
meeting on _____.

Separate Payment and Performance Bonds

PUBLIC WORKS PAYMENT BOND
to City of Des Moines, WA

Bond No. _____

The City of Des Moines, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as _____, (Contract), and said Principal is required under the terms of that Contract to furnish a payment bond in accord with Title 39.08 Revised Code of Washington (RCW) and (where applicable) 60.28 RCW.

The Principal, and _____ (Surety), a corporation organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Des Moines, in the sum of _____ US Dollars (\$_____) Total Contract Amount, subject to the provisions herein.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW Titles 39.08, 39.12, and 60.28 including all workers, laborers, mechanics, subcontractors, and materialmen, State Departments of Revenue, Employment Security, and Labor and Industries, and all persons who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and; if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, except as provided herein, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond shall be executed in four (4) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

**PERFORMANCE BOND
to City of Des Moines, WA**

Bond No. _____

The City of Des Moines, Washington, (City) has awarded to _____ (Principal), a contract for the construction of the project designated as _____, (Contract), and said Principal is required to furnish a bond for performance of all obligations under the Contract.

The Principal, and _____ (Surety), a corporation, organized under the laws of the State of _____ and licensed to do business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Dept., are jointly and severally held and firmly bound to the City of Des Moines, in the sum of _____ US Dollars (\$ _____) Total Contract Amount, subject to the provisions herein.

This statutory performance bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all the terms and conditions of all duly authorized modifications, additions, and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

This bond shall be executed in four (4) original counterparts, and shall be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed and original power of attorney for the officer executing on behalf of the surety.

PRINCIPAL

SURETY

Principal Signature Date

Surety Signature Date

Printed Name

Printed Name

Title

Title

Name, address, and telephone of local office/agent of Surety Company is:

CITY OF DES MOINES South 216th Street Storm Drainage Repair PROPOSAL						
Item	Section	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	1-04	Minor Change	1	EST	\$ 1,100.00	\$ 1,100.00
2	1-05	Roadway Surveying	1	LS	2800.00	2800.00
3	1-05	Resolution of Utility Conflicts	1	FA	\$ 1,000.00	\$ 1,000.00
4	1-07	SPCC Plan	1	LS	375.00	375.00
5	1-09	Mobilization	1	LS	7100.00	7100.00
6	1-10	Project Temporary Traffic Control	1	LS	12,765.00	12,765.00
7	2-02	Removal of Structure and Obstruction	1	LS	5685.00	5685.00
8	2-02	CDF for Pipe Abandonment	13	CY	460.00	5980.00
9	2-03	Unsuitable Foundation Excavation Incl Haul	150	CY	41.26	6189.00
10	2-09	Structure Excavation Class B	380	CY	13.10	4978.00
11	2-09	Shoring or Extra Excavation Class B	1	LS	3100.00	3100.00
12	4-04	Crushed Surfacing Top Course	240	TON	41.00	9840.00
13	5-04	HMA Cl. 1/2" PG 64-22	250	TON	178.00	44,500.00
14	5-04	Planing Bituminous Pavement	550	SY	17.85	9817.50
15	7-04	Ductile Iron Storm Sewer Pipe 18 In. Diam.	12	LF	189.00	2268.00
16	7-04	Storm Sewer Pipe 12 In. Diam.	35	LF	46.00	1610.00
17	7-04	Storm Sewer Pipe 24 In. Diam.	327	LF	102.00	33,354.00
18	7-05	Catch Basin Type 1	1	EA	1520.00	1520.00
19	7-05	Catch Basin Type 2 48 In. Diam.	2	EA	3315.00	6630.00
20	7-05	Connection to Existing Drainage Structure	2	EA	1575.00	3150.00
21	8-01	Erosion / Water Pollution Control	1	LS	1820.00	1820.00
22	8-01	Inlet Protection	5	EA	88.00	440.00
23	8-09	Raised Pavement Marker Type 1	1.3	HUND	575.00	747.50
24	8-09	Raised Pavement Marker Type 2	0.3	HUND	915.00	274.50
25	8-22	Paint Line	380	LF	2.30	874.00

TOTAL BID

\$ 167,817.50

In Figures

TOTAL BID

\$ ONE HUNDRED SIXTY SEVEN THOUSAND, EIGHT HUNDRED, SEVENTEEN & 50/100

In Words



2013-2018 CAPITAL IMPROVEMENT PLAN Surface Water Management

2013-2018 APPROVED CIP

	2013	2014	2015	2016	2017	2018	2013 - 2018 6-Year TOTAL
BEGINNING FUND BALANCE	\$ 827,823	\$ 903,292	\$ 621,300	\$ 140,202	\$ 506,172	\$ 230,433	\$ 827,823
LOCAL REVENUES							
Interest Income	\$ 4,600	\$ 8,700	\$ 9,500	\$ 5,700	\$ 4,800	\$ 5,500	\$ 38,800
Hook-up Fees	75,000	75,000	75,000	75,000	75,000	75,000	450,000
Transfer from SWM operations	702,069	721,808	742,102	759,170	776,631	794,493	4,496,273
TOTAL LOCAL REVENUES	\$ 781,669	\$ 805,508	\$ 826,602	\$ 839,870	\$ 856,431	\$ 874,993	\$ 4,985,073
PROJECT REVENUES							
Barnes Creek 223rd Culvert Replace - King Cons. Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
*Lower Massey Creek - King County Flood Control Funds	-	-	180,000	-	-	-	180,000
*1st Avenue Pond Expansion - Normandy Park ILLA	-	-	-	29,800	204,750	-	234,550
TOTAL PROJECT REVENUES	\$ -	\$ -	\$ 180,000	\$ 29,800	\$ 204,750	\$ -	\$ 414,550
TOTAL REVENUES & FUND BALANCE	\$ 1,609,492	\$ 1,708,800	\$ 1,627,902	\$ 1,009,872	\$ 1,567,353	\$ 1,105,426	\$ 6,227,446
PROJECT EXPENDITURES							
Barnes Creek/KDM Rd. Culvert Repl.	451,804.00	150,000	945,000	-	-	-	1,095,000
DAMD Pipeline S. 212th to S. 213th	451,812	144,500	-	-	-	-	144,500
24th Avenue Pipeline Replacement/Upgrade	451,815	-	30,000	204,700	-	-	234,700
216th Pl. Culvert Replacement	451,819	139,200	-	-	-	-	139,200
Lower Massey Creek Channel Modifications	451,821	212,500	112,500	955,000	-	-	1,280,000
199th N Hill Trunk Line Upgrade	451,822	-	-	-	37,100	228,620	265,720
1st Avenue Pond Expansion	451,823	-	-	-	59,600	324,500	384,100
North Hill NE 197th St Trunkline Upgrade	451,824	-	-	-	79,000	455,800	534,800
Detention Pond Safety Improvements	451,899	60,000	-	-	-	-	60,000
Pipe Replacement Program	-	-	328,000	328,000	328,000	328,000	1,312,000
TOTAL PROJECT EXPENDITURES	\$ 706,200	\$ 1,087,500	\$ 1,487,700	\$ 503,700	\$ 1,336,920	\$ 328,000	\$ 5,450,020

*These grants and/or loans need to be applied for.

OPERATING TRANSFERS

Total Operating Transfers
TOTAL EXPENDITURES
ENDING FUND BALANCE

\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 706,200	\$ 1,087,500	\$ 1,487,700	\$ 503,700	\$ 1,336,920	\$ 328,000	\$ 5,450,020	\$ -
\$ 903,292	\$ 621,300	\$ 140,202	\$ 506,172	\$ 230,433	\$ 777,426	\$ 777,426	\$ -



2013-2018 CAPITAL IMPROVEMENT PLAN

Surface Water Management

CAPITAL IMPROVEMENT PLAN REQUEST FORM (PROPOSED AMENDMENT)

CATEGORY	Surface Water Management	City Project #	451.XXX
PROJECT	216th Street (15th Avenue to 18th Avenue) Storm Drainage Repair	Dept Project #	
		Project Type:	Improvement
		Council Goals met:	2
		Council Objectives met:	
		Project Status	Design
LOCATION	North shoulder area of 216th Street		
DESCRIPTION:	Replace approximately 350 feet of corroded metal storm pipe with new 24-inch diameter pipe plus road restoration.		

EXPENDITURE SCHEDULE											
COST ELEMENTS	TOTAL*	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amd	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
ADMINISTRATION	\$ 3,000					\$ 3,000					
CIP PROJ MANAGEMENT	10,000					10,000					
DESIGN / PERMITTING	18,500					18,500					
LAND	-										
BUILDINGS	-										
IMPROVEMENTS	190,000					190,000					
INSPECTION	38,000					38,000					
CONTINGENCY	38,000					38,000					
	-										
TOTAL	\$ 297,500	\$ -	\$ -	\$ -	\$ -	\$ 297,500	\$ -	\$ -	\$ -	\$ -	\$ -

FUNDING SOURCES	TOTAL*	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amd	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
SWM CIP	\$ 297,500	\$ -	\$ -	\$ -		\$ 297,500					
	-										
TOTAL	\$ 297,500	\$ -	\$ -	\$ -	\$ -	\$ 297,500	\$ -	\$ -	\$ -	\$ -	\$ -
*Excludes FY 12 Amd											
OPERATING COSTS	TOTAL*	FY 10 Act	FY 11 Act	FY 12 Est	FY 12 Amd	FY 13	FY 14	FY 15	FY 16	FY 17	FY 18
PERSONNEL											
SUPPLIES											
UTILITIES											
EQUIPMENT											
OTHER											
TOTAL											



2013-2018 CAPITAL IMPROVEMENT PLAN Surface Water Management

2013-2018 APPROVED CIP (PROPOSED AMENDMENT)

	2013	2014	2015	2016	2017	2018	2013 - 2018 6-Year TOTAL
BEGINNING FUND BALANCE	\$ 827,823	\$ 605,792	\$ 322,300	\$ 30,002	\$ 392,872	\$ 115,533	\$ 827,823
LOCAL REVENUES							
Interest Income	\$ 4,600	\$ 7,200	\$ 5,800	\$ 2,600	\$ 3,200	\$ 3,800	\$ 27,200
Hook-up Fees	75,000	75,000	75,000	75,000	75,000	75,000	450,000
Transfer from SWM operations	702,069	721,808	742,102	759,170	776,631	794,493	4,496,273
TOTAL LOCAL REVENUES	\$ 781,669	\$ 804,008	\$ 822,902	\$ 836,770	\$ 854,831	\$ 873,293	\$ 4,973,473
PROJECT REVENUES							
Barnes Creek 223rd Culvert Replace - King Cons. Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
*Lower Massey Creek - King County Flood Control Funds	-	-	180,000	-	-	-	180,000
*1st Avenue Pond Expansion - Normandy Park ILLA	-	-	-	29,800	204,750	-	234,550
TOTAL PROJECT REVENUES	\$ -	\$ -	\$ 180,000	\$ 29,800	\$ 204,750	\$ -	\$ 414,550
TOTAL REVENUES & FUND BALANCE	\$ 1,609,492	\$ 1,409,800	\$ 1,325,202	\$ 896,572	\$ 1,452,453	\$ 988,826	\$ 6,215,846

*These grants and/or loans need to be applied for.

PROJECT EXPENDITURES

PROJECT EXPENDITURES	City Proj No.
Barnes Creek/KDM Rd. Culvert Repl.	451.804.00
DMMD Pipeline S. 212th to S. 213th	451.812
24th Avenue Pipeline Replacement/Upgrade	451.815
216th Pl. Culvert Replacement	451.819
Lower Massey Creek Channel Modifications	451.821
199th N Hill Trunk Line Upgrade	451.822
1st Avenue Pond Expansion	451.823
North Hill NE 197th St Trunkline Upgrade	451.824
Detention Pond Safety Improvements	451.899
Pipe Replacement Program	
216th Street (15th Ave to 18th Ave) Storm Drainage Repair	

TOTAL PROJECT EXPENDITURES

\$ 1,003,700	\$ 1,087,500	\$ 1,295,200	\$ 503,700	\$ 1,336,920	\$ 328,000	\$ 5,555,020
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OPERATING TRANSFERS

Total Operating Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 1,003,700	\$ 1,087,500	\$ 1,295,200	\$ 503,700	\$ 1,336,920	\$ 328,000	\$ 5,555,020
ENDING FUND BALANCE	\$ 605,792	\$ 322,300	\$ 30,002	\$ 392,872	\$ 115,533	\$ 660,826	\$ 660,826

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing for Title 18 DMMC
entitled "Zoning."

ATTACHMENT:

1. Draft Resolution 13-214

FOR AGENDA OF: October 10, 2013

DEPT. OF ORIGIN: Legal Department

DATE SUBMITTED: October 3, 2013

CLEARANCES:

- ☒ Legal PS
- ☐ Finance N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Planning, Building & Public Works DJB
- ☐ Police N/A
- ☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to supersede Resolution No. 1240 and schedule a public hearing for the City Council to consider Draft Ordinance No. 13-170 which repeals and replaces Title 18 DMMC entitled "Zoning." Administration requests that the City Council approve the proposed Draft Resolution No. 13-214 setting a public hearing in order to consider Draft Ordinance No. 13-170 by passing the following motion:

MOTION:

"I move to adopt Draft Resolution No. 13-214 superseding Resolution No. 1240 and setting a public hearing on November 14, 2013 to consider Draft Ordinance No. 13-170 which repeals and replaces Title 18 DMMC."

Discussion

Resolution No. 1240 was adopted by the City Council on September 12, 2013. Draft Resolution No. 13-214 supersedes Resolution No. 1240 and sets the public hearing at a later date to allow for extensive review of the Draft Ordinance No. 13-170 prior to presenting it to the City Council for consideration.

Alternatives

The City Council may:

1. Adopt the Draft Resolution No. 13-214 as written.
2. Adopt the Draft Resolution superseding Resolution No. 1240 and establishing a different hearing date.
3. Decline to adopt the Draft Resolution.

Financial Impact

None regarding setting a public hearing date.

Recommendation

Staff recommends the suggested motion.

Concurrence

Legal, and Planning, Building, and Public Works concur.

CITY ATTORNEY'S FIRST DRAFT, 10/03/2013

RESOLUTION NO. 13-214

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, superseding Resolution No. 1240 and fixing a time for a public hearing to consider Draft Ordinance No. 13-170 which repeals and replaces Title 18 DMMC entitled "Zoning."

WHEREAS, the City Council is considering the repeal and replacement of Title 18 DMMC, related to the Zoning Code, and

WHEREAS, a public hearing is required for enacting an ordinance which amends Title 18 DMMC commonly referred to as the Zoning Code; now therefore,

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

The matter of repealing and replacing Title 18 DMMC is set for a public hearing before the City Council on Thursday, November 14, 2013, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, Suite B, Des Moines, Washington.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of October, 2013 and signed in authentication thereof this ____ day of October, 2013.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Draft Resolution No. 13-214.1
10/03/2013, 1:35 pm

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
2014 Preliminary Base Operating Budget –
Department Budgets.

ATTACHMENTS:

- A: Department Operating Budgets Summary
- B: PowerPoint Presentation (To be Provided to
Council by E-Mail)

FOR AGENDA OF: October 10, 2013

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: October 4, 2013

CLEARANCES:

- ☐ Legal _____
- ☒ Finance CP
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Planning, Building & PW _____

**APPROVED BY CITY MANAGER
FOR SUBMITTAL:** AS

Purpose and Recommendation

This agenda item provides an overview of the City Departments' 2014 preliminary base operating budgets.

Background

The 2014 preliminary base operating budgets were prepared to include applicable COLA and benefit increases, and fully restore the frozen vacant positions, equipment and computer operating and replacement assessments. The 2014 preliminary base operating budgets were developed to include 2013 recurring changes. No new program requests have been included in the base budget.

Discussion

The City's operating budget includes the General and Street funds, considered the primary general governmental funds of the City. Other governmental operating funds include the Police Drug Seizure Fund and the Hotel-Motel Tax Fund. The City maintains four debt service funds. The City's enterprise funds include the Marina Revenue Fund, the Marina Repair and Replacement Fund, and the Surface Water Management Utility Operating Fund. The City utilizes seven internal service funds: Equipment Rental Operations Fund, Equipment Rental Replacement Fund, Facility Repair and Replacement Fund, Computer Equipment Operations Fund, Computer Equipment Replacement Fund, Self-Insurance Fund, and the Unemployment Insurance Fund.

The 2014 City preliminary base operating budget totals \$30,122,875. In comparison, the 2013 adopted operating budget totals \$27,777,716. The 2014 preliminary base budget exceeds the 2013 adopted budget by \$2,345,158 or 8.4%.

Alternatives

None.

Recommendation

None.

CITY OF DES MOINES, WA
2014 PRELIMINARY BASE BUDGET

Attachment #1

Department Operating Budgets Summary

Department	2012 Actual	2013 Adopted	2013 Estimated	2014 Budget	\$ Chg '13-'14	% Chg '13-'14
Legislative:						
City Council	\$ 132,795	\$ 92,990	\$ 75,718	\$ 92,216	\$ (774)	-0.8%
Subtotal	\$ 132,795	\$ 92,990	\$ 75,718	\$ 92,216	\$ (774)	-0.8%
Judicial:						
Municipal Court	797,562	743,179	800,951	801,195	58,016	7.8%
Trial Court Improvement Account	35,949	37,778	36,945	40,124	2,346	6.2%
Judicial ARRA Grant	481	-	-	-	-	N/A
Jail Services	672,729	578,305	577,804	599,077	20,772	3.6%
Subtotal	\$ 1,506,721	\$ 1,359,262	\$ 1,415,700	\$ 1,440,396	\$ 81,134	6.0%
Executive:						
City Manager	581,529	494,402	425,878	515,097	20,695	4.2%
Hearing Examiner Services	2,097	11,000	2,100	5,000	(6,000)	-54.5%
Economic Development	-	140,016	139,298	154,018	14,002	10.0%
Public Defender	121,410	124,400	117,833	124,400	-	0.0%
Record Services	188,255	128,109	117,143	135,683	7,574	5.9%
Personnel Services	71,749	84,210	74,350	85,809	1,599	1.9%
Central Services	49,036	56,786	48,745	47,075	(9,711)	-17.1%
Community Information Services	21,572	14,140	19,142	16,542	2,402	17.0%
Risk Management (Self-Insurance)	672,908	601,900	611,840	590,978	(10,922)	-1.8%
Subtotal	\$ 1,708,556	\$ 1,654,963	\$ 1,556,329	\$ 1,674,602	\$ 19,639	1.2%
Finance:						
Financial Services	788,786	855,700	811,003	890,901	35,201	4.1%
Recording & Election Services	-	67,047	67,060	83,340	16,293	24.3%
King County Detox Program	9,076	5,827	6,040	5,994	167	2.9%
Computer Operations	482,624	524,802	480,729	423,018	(101,784)	-19.4%
Computer Replacement	93,240	188,939	123,433	200,888	11,949	6.3%
Unemployment Compensation Reserve	37,601	70,000	29,174	70,000	-	0.0%
Subtotal	\$ 1,411,327	\$ 1,712,315	\$ 1,517,439	\$ 1,674,141	\$ (38,174)	-2.2%
Legal:						
City Attorney	542,070	565,451	562,401	590,969	25,518	4.5%
Subtotal	\$ 542,070	\$ 565,451	\$ 562,401	\$ 590,969	\$ 25,518	4.5%
Law Enforcement:						
Administration	1,966,665	1,341,770	1,406,398	1,709,946	368,176	27.4%
Retiree Benefit Payments	81,254	78,735	87,129	87,600	8,865	11.3%
Police Facilities	-	118,562	125,362	130,264	11,702	9.9%
Police Officers Training	-	60,344	59,605	60,871	527	0.9%
Civil Service	16,922	9,394	12,371	13,746	4,352	46.3%
Detectives	833,706	852,420	830,562	950,838	98,418	11.5%
Property & Evidence Room	-	75,388	71,384	78,443	3,055	4.1%
Patrol	2,827,163	4,592,775	4,282,950	5,526,037	933,262	20.3%
Crime Prevention	-	224,350	215,499	279,462	55,112	24.6%
Police Grants	288,895	32,091	39,381	15,064	(17,027)	-53.1%
Animal Control	116,220	127,700	120,479	144,638	16,938	13.3%
Automated Speed Enforcement Program	317,336	531,465	499,274	520,200	(11,265)	-2.1%
Police Drug Seizure	6,270	15,000	5,750	15,000	-	0.0%
Police Restoration Fund	1,250,598	-	14,361	-	-	N/A
Subtotal	\$ 7,705,029	\$ 8,059,994	\$ 7,770,505	\$ 9,532,109	\$ 1,472,115	18.3%
Planning/Building/Public Works:						
Planning/Building/Public Works - Administration	423,551	238,945	249,485	198,126	(40,819)	-17.1%
All City Buildings	231,241	260,324	238,756	263,720	3,396	1.3%
Facilities/CIP Management	-	159,593	159,940	167,373	7,780	4.9%
Code Enforcement	-	107,907	106,682	115,827	7,920	7.3%
Engineering Services	571,266	523,586	523,712	668,439	144,853	27.7%
ESA/SAAP Grant-WD #54 Wtr Sys	121,311	-	-	-	-	N/A
Joint Minor Home Repair Program	20,886	39,485	20,193	25,331	(14,154)	-35.8%
Building Division	681,173	733,508	575,829	700,742	(32,766)	-4.5%
Plan & Development Services	454,162	406,532	431,240	434,932	28,400	7.0%
Community Development Grants	53,420	51,844	46,304	49,701	(2,143)	-4.1%
Park Maintenance Operations	705,470	588,791	543,873	664,173	75,382	12.8%
Street Administration & Maintenance	970,515	1,068,102	1,017,418	1,291,971	223,889	21.0%
Surface Water Management-Engineering	738,708	820,391	771,061	818,557	(1,834)	-0.2%
Surface Water Management-Maintenance	850,300	1,079,229	963,380	1,086,603	7,374	0.7%
Surface Water Management-NPDES Prog	348,826	332,632	250,065	316,897	(15,735)	-4.7%
Surface Water Management-Transfer	683,528	710,141	710,536	722,860	12,719	1.8%
Equipment Rental Operations	587,864	532,104	512,206	528,625	(3,479)	-0.7%
Equipment Rental Replacement	184,898	93,000	18,166	261,300	168,300	181.0%
Facility Repair & Replacement Fund	108,034	64,500	47,984	59,000	(5,500)	-8.5%
Subtotal	\$ 7,735,153	\$ 7,810,614	\$ 7,186,830	\$ 8,374,177	\$ 563,563	7.2%

CITY OF DES MOINES, WA
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2014 PRELIMINARY BASE BUDGET

Department Operating Budgets Summary

Department	2012 Actual	2013 Adopted	2013 Estimated	2014 Budget	\$ Chg '13-'14	% Chg '13-'14
Parks, Recreation & Senior Services:						
Administration	275,223	282,090	283,280	300,344	18,254	6.5%
Recreation Programs	763,755	754,897	644,435	729,787	(25,110)	-3.3%
Events and Facilities	-	277,086	281,717	327,595	50,509	18.2%
Senior Services	248,692	259,666	244,322	285,136	25,470	9.8%
Senior Programs	65,215	62,777	62,739	62,854	77	0.1%
Human Services	76,700	76,700	76,700	75,600	(1,100)	-1.4%
HEAL Grant	62,828	-	-	-	-	N/A
Arts Commission	34,566	57,830	50,598	53,234	(4,596)	-7.9%
Hotel/Motel Tax	15,134	17,247	17,811	17,813	566	3.3%
Subtotal	\$ 1,542,113	\$ 1,788,293	\$ 1,661,602	\$ 1,852,363	\$ 64,070	3.6%
Marina:						
Administration	5,123,954	1,612,704	1,619,014	1,643,497	30,793	1.9%
Services	1,586,132	1,529,763	1,608,882	1,603,216	73,453	4.8%
Maintenance	426,934	519,170	523,909	555,772	36,602	7.1%
Events and Facilities	-	55,324	9,305	39,153	(16,171)	-29.2%
Transfers-Out	440,321	483,036	483,036	514,036	31,000	6.4%
Marina Repair & Replacement	2,781	20,000	280,000	20,000	-	0.0%
Subtotal	\$ 7,580,122	\$ 4,219,997	\$ 4,524,146	\$ 4,375,674	\$ 155,677	3.7%
Non-Departmental						
Miscellaneous Memberships	53,654	53,064	51,368	53,200	136	0.3%
Fire Control	26,885	26,176	29,654	33,000	6,824	26.1%
Pollution Control	13,525	13,440	13,440	13,291	(149)	-1.1%
Debt Service Funds	454,972	406,240	407,090	401,820	(4,420)	-1.1%
General & Street Funds Operating Tsfs	46,357	14,918	14,918	14,918	-	0.0%
Total Operating Budget	\$ 30,459,280	\$ 27,777,716	\$ 26,787,139	\$ 30,122,875	\$ 2,345,158	8.4%

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2013 Budget Amendments

FOR AGENDA OF: October 10, 2013

ATTACHMENTS:

Attachment 1 - Draft Ordinance No. 13-205

Attachment 2 – Appendix A

Attachment 3 – 2013 Budget Amendments

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: October 2, 2013

CLEARANCES:

☒ Finance PS

☒ Legal PS

☐ Marina N/A

☐ Parks, Recreation & Senior Services N/A

☐ Planning, Building & Public Works N/A

☐ Police N/A

☐ Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AK

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval to amend the 2013 adopted budget to authorize appropriations as described in Attachment 3.

Suggested Motion:

1. "I move to pass Draft Ordinance No. 13-205, relating to municipal finance, amending the 2013 budget adopted in Ordinance No. 1558 to a second reading for enactment on October 24, 2013."

Background

The 2013 budget was adopted by Ordinance No. 1558. Budget amendments are required only when the appropriation level in a fund is being changed. Staff recommends a budget amendment when the source for a proposed expenditure is from a fund's ending fund balance.

Discussion

The budget amendments as listed in Attachment 3 reflect decisions that require additional revenues and appropriations. The table below summarizes the final 2013 amended budget.

All Funds:	Adopted Budget	Amendments	Amended Budget
Beginning Fund Balance	\$ 8,299,047	\$ 814,976	\$ 9,114,023
Revenues	47,413,716	546,785	47,960,501
Expenditures	48,289,665	1,240,263	49,529,928
Ending Fund Balance	\$ 7,423,098	\$ 121,498	\$ 7,544,596

Recommendation

Staff recommends that the City Council approve Draft Ordinance No. 13-205. Budget amendments are required only when the appropriation level in a fund is being changed. Per RCW 35A.33.120, adoption of a budget amendment ordinance requires an affirmative vote of one more than the majority of all members of the City Council (5 votes): 1) if an emergency is declared and the City Council approved expenditures incident to the emergency event, and 2) if appropriations are being decreased in any fund.

**FINANCE DIRECTOR'S FIRST DRAFT 10/01/13
DRAFT ORDINANCE NO. 13-205**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to municipal finance, amending Ordinance No. 1558 (uncodified) (Budget 2013), and authorizing certain expenditures in the amounts specified in this ordinance.

WHEREAS, the City Council finds that current revenue and expenditure reports for the City differ from forecasts used to create the 2013 budget, enacted by Ordinance No. 1558, and further finds that such differences justify certain adjustments regarding obligations incurred and expenditures of proceeds for fiscal year 2013, all as described as follows:

Fund	Description	Expenditure Adjustments	Revenue Adjustments
001-General Fund	Decrease Beginning Fund Balance - Adjust to Actual	\$ -	\$ (16,477)
001-General Fund	Transfer remaining ending fund balance from Police Svcs Restoration Fund		14,362
001-General Fund	Remove facility rentals-security revenue (no activity since 2009)		(5,000)
001-General Fund	Add NRPA Grant for Sonju Garden Project		6,264
001-General Fund	Carry forward Bureau Justice Edw ard Byrne 2010 Equipment Grant		9,288
001-General Fund	Carry forward Bureau Justice Edw ard Byrne 2011 Eqp Grant		14,600
001-General Fund	Add Pass-thru fm Seattle Bureau Justice Edw ard Byrne 2012 Eqp Grant		10,436
001-General Fund	Add Community Transformation Grant (Fitness Activity Standards)		47,720
001-General Fund	Add 4culture Arts & Heritage Equipment Grant		5,000
001-General Fund	Add appropriations from WA Administrative Office of the Courts Assistance-Interpreting	4,836	
001-General Fund	Add appropriations for Edw ard Byrne 2011 Grant Court Eqp	14,600	
001-General Fund	Add appropriations for Voter Registration Services	9,045	
001-General Fund	Carry forward appropriations for replacing City Council Video Room HVAC	7,563	
001-General Fund	Carry forward appropriations for Associated Students HCC Art Program	3,000	
001-General Fund	Add appropriations for 4Culture Grant funded ADA Portable Stage Ramp	5,000	
001-General Fund	Tsf appropriations for unfreezing Police Admin Sergeant Position-Salary	61,220	
001-General Fund	Tsf appropriations for unfreezing Police Admin Sergeant Position-Benefits	20,105	
001-General Fund	Tsf appropriations for unfreezing Police Admin Sergeant Position-Dep Med EE Contr	(648)	
001-General Fund	Add appropriations for Police records system data interface with Valley Com	13,140	
001-General Fund	Add appropriations for LEOFF I retiree benefits due to increase in reimbursements	8,000	
001-General Fund	Add appropriations for Police gate repair	7,500	
001-General Fund	Reduce appropriations for vacant Police Patrol Officer Position-Salary	(61,220)	
001-General Fund	Reduce appropriations for vacant Police Patrol Officer Position-Benefits	(20,105)	
001-General Fund	Reduce appropriations for vacant Police Patrol Officer Position-Dep Med EE Contr	648	
001-General Fund	Add appropriations for Edw ard Byrne 2010 Grant Court/Police Eqp	3,288	
001-General Fund	Add appropriations for Edw ard Byrne 2012 Grant Police Eqp	10,436	
001-General Fund	Add appropriations for Edw ard Byrne 2010 Grant Court/Police Eqp	6,000	
001-General Fund	Carry forward appropriations for Midway Nov & Dec 2012 Photo Enforcement	19,000	
001-General Fund	Add appropriations for increase in King County Fire Investigations	3,403	
001-General Fund	Add appropriations to Grant Fredricks consulting contract supplement	13,478	
001-General Fund	Add appropriations for Plan Dev acting director status-salary	13,024	
001-General Fund	Add appropriations for Plan Dev acting director status-benefits	2,718	
001-General Fund	Add appropriations for Development Services consulting services	18,000	
001-General Fund	Add appropriations for Sonju Garden Project	6,264	
001-General Fund	Add appropriations for Community Transformation Grant (Fitness Activity Standards)	47,720	
001-General Fund	Add appropriations for Auditorium fire alarm system installation	2,379	
001-General Fund	Add appropriations for facilities surface water management utility fee	5,702	
001-General Fund	Decrease Ending Fund Balance	(137,903)	
101-Street Fund	Increase Beginning Fund Balance - Adjust to Actual		54,996
101-Street Fund	Add appropriations for Street light conversion of 345 (HPS) to LED	43,984	
101-Street Fund	Increase Ending Fund Balance	11,012	
107-Drug Seizure Fund	Adjust Beginning and Ending Fund Balances to Actual	1,219	1,219
109-Transportation Impact Fee Fund	Increase Beginning Fund Balance - Adjust to Actual		169,440
109-Transportation Impact Fee Fund	Add additional revenues due to construction activity		135,446
109-Transportation Impact Fee Fund	Add appropriations for transfer to Transportation CIP Fund	135,446	
109-Transportation Impact Fee Fund	Carry forward appropriations for transfer of Pac Ridge Impact Fees	326,163	
109-Transportation Impact Fee Fund	Decrease Ending Fund Balance	(156,723)	

DRAFT Ordinance No. 13-205
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Fund	Description	Expenditure Adjustments	Revenue Adjustments
111-Hotel-Motel Tax Fund	Adjust Beginning and Ending Fund Balances to Actual	2,322	2,322
112-Police Services Restoration Fund	Increase Beginning Fund Balance - Adjust to Actual		14,362
112-Police Services Restoration Fund	Add Appropriations for transfer to General Fund	14,362	
211-1995 GO Bond Fund	Adjust Beginning and Ending Fund Balances to Actual	228	228
219-2008 GO & Refunding Bond Fund	Adjust Beginning and Ending Fund Balances to Actual	(1)	(1)
310-Municipal Capital Improvements Fund	Increase Beginning Fund Balance - Adjust to Actual		121,099
310-Municipal Capital Improvements Fund	Carry forward FEMA grant funds for Beach Park Mudslide Project		1,973
310-Municipal Capital Improvements Fund	Carry forward State Emergency Mgt grant funds for Beach Park Mudslide		329
310-Municipal Capital Improvements Fund	Carry forward WA Heritage-DMBP Rehab grant for Dining Hall		128,063
310-Municipal Capital Improvements Fund	Carry forward Utility Rebates for Citywide Energy Imprv Project		7,735
310-Municipal Capital Improvements Fund	Correct coding for DM Urban Trail Improvements	(156,843)	
310-Municipal Capital Improvements Fund	Carry forward appropriations for Beach Park Mudslide Project	543	
310-Municipal Capital Improvements Fund	Carry forward appropriations for City-Wide Energy Savings Impr Project	2,268	
310-Municipal Capital Improvements Fund	Correct coding for transfer to Transportation CIP Fund	156,843	
310-Municipal Capital Improvements Fund	Increase Ending Fund Balance	256,388	
319-Transportation Capital Improvement Fund	Increase Beginning Fund Balance - Adjust to Actual		260,907
319-Transportation Capital Improvement Fund	Reduce FHWA/HBP/BRAC funds for Saltwater Park Bridge Seismic Retrofit		(50,668)
319-Transportation Capital Improvement Fund	Carry forward revenue from Highway Safety Program for City Wide Arterial Improvements		115,500
319-Transportation Capital Improvement Fund	Add Revenues from WSTSC for North Hill Elem & Aviation School Flashing Beacons		15,000
319-Transportation Capital Improvement Fund	Reduce Revenue from TIB funds for S. 216th St. Segment 2 (18th Ave. S. to 24th Ave. S.)		(219,498)
319-Transportation Capital Improvement Fund	Remove Revenue from TIB funds for Marine View Drive and S 240th Roundabout		(168,245)
319-Transportation Capital Improvement Fund	Carry forward 2012 adj from the King County Conservation Grant for Barnes Creek Trail		(1,025)
319-Transportation Capital Improvement Fund	Reduce Funds from Highline Wtr Dist for S. 216th St. Segment 2 (18th Ave. S. to 24th Ave. S.)		(12,270)
319-Transportation Capital Improvement Fund	Remove revenues from Midway Sewer District for 24th Ave. S. Improvement Project		(207,753)
319-Transportation Capital Improvement Fund	Reduce Funds from Century Link for S. 216th St. Segment 2 (18th Ave. S. to 24th Ave. S.)		(22,219)
319-Transportation Capital Improvement Fund	Reduce Funds from Comcast for S. 216th St. Segment 2 (18th Ave. S. to 24th Ave. S.)		(66,810)
319-Transportation Capital Improvement Fund	Increase transfer from Impact Fee Fund for additional construction activity		135,446
319-Transportation Capital Improvement Fund	Carry forward Pac Ridge Impact Fees		326,163
319-Transportation Capital Improvement Fund	Correct amount for transfer-in from MCI Fund		(43,157)
319-Transportation Capital Improvement Fund	Reduce appropriations for 24th Ave. S. Improvement Project-Roadway	(889,471)	
319-Transportation Capital Improvement Fund	Increase appropriations for 24th Ave. S. Improvement Project-Utility Install	448,972	
319-Transportation Capital Improvement Fund	Carry forward appropriations for 16th Ave. S. - Segment 5A-Engrng	10,000	
319-Transportation Capital Improvement Fund	Carry forward appropriations for 16th Ave. S. - Segment 5A-Admin/OH	17,500	
319-Transportation Capital Improvement Fund	Add appropriations for Saltwater Park Bridge Seismic Retrofit-Engrng	32,617	
319-Transportation Capital Improvement Fund	Add appropriations for Saltwater Park Bridge Seismic Retrofit-Admin/OH	45,433	
319-Transportation Capital Improvement Fund	Add appropriations for S. 216th St. Segment 1(24th Ave. S. to 29th Ave. S.)-Land/ROW	171,630	
319-Transportation Capital Improvement Fund	Reduce appropriations for S. 216th St Segment 2 (18th Ave. S. to 24th Ave. S.)-Inspection	(20,000)	
319-Transportation Capital Improvement Fund	Reduce appropriations for S. 216th St Segment 2 (18th Ave. S. to 24th Ave. S.)-Roadway	(215,029)	
319-Transportation Capital Improvement Fund	Reduce appropriations for S. 216th St Segment 2 (18th Ave. S. to 24th Ave. S.)-Utility Install	(93,398)	
319-Transportation Capital Improvement Fund	Carry forward appropriations for S. 224th St. Improv Project-Engrng	300,000	
319-Transportation Capital Improvement Fund	Carry forward appropriations for S. 224th St. Improv Project-Admin/OH	26,163	
319-Transportation Capital Improvement Fund	Carry forward appropriations from the Barnes Creek Trail/SR 509 ROW Project	22,821	
319-Transportation Capital Improvement Fund	Carry forward appropriations for City Wide Arterial Improvements-Engrng	10,000	
319-Transportation Capital Improvement Fund	Carry forward appropriations for City Wide Arterial Improvements-Land/ROW	37,000	
319-Transportation Capital Improvement Fund	Carry forward appropriations for City Wide Arterial Improvements-Roadway	58,500	
319-Transportation Capital Improvement Fund	Carry forward appropriations for City Wide Arterial Improvements-Admin/OH	10,000	
319-Transportation Capital Improvement Fund	Revise appropriations for North Hill Elem School - SRTS Proj to Flashing Lts-Engrng	(55,000)	
319-Transportation Capital Improvement Fund	Remove appropriations from North Hill Elem School - SRTS Proj-Land	(15,000)	
319-Transportation Capital Improvement Fund	Revise appropriations for North Hill Elem School - SRTS Proj to Flashing Lts-Admin/OH	(14,800)	
319-Transportation Capital Improvement Fund	Add appropriations for North Hill Elem School Zone Flashing Lights	45,000	
319-Transportation Capital Improvement Fund	Revise appropriations for Midway Elem School - Safe Routes to School-Engrng	(20,000)	
319-Transportation Capital Improvement Fund	Revise appropriations for Midway Elem School - Safe Routes to School-Land	15,000	
319-Transportation Capital Improvement Fund	Revise appropriations for Midway Elem School - Safe Routes to School-Admin/OH	(9,000)	
319-Transportation Capital Improvement Fund	Carry forward appropriations from Marine View Drive Crosswalk Enhancement Project	14,334	
319-Transportation Capital Improvement Fund	Remove appropriations for Marine View Drive and S 240th Roundabout	(152,398)	
319-Transportation Capital Improvement Fund	Remove appropriations for Marine View Drive and S 240th Roundabout	(106,440)	
319-Transportation Capital Improvement Fund	Increase Ending Fund Balance	386,937	
401-Marina Revenue Fund	Decrease Beginning Fund Balance - Adjust to Actual		(29,266)
401-Marina Revenue Fund	Increase unleaded fuel revenues		12,470
401-Marina Revenue Fund	Increase diesel fuel revenues		74,920
401-Marina Revenue Fund	Add appropriations for replacement of failed DVR/Server	14,210	
401-Marina Revenue Fund	Add appropriations for Fiscal Agent Fees for 2012 Adv Refunding Bonds	500	
401-Marina Revenue Fund	Add appropriations for diesel fuel purchases	69,192	
401-Marina Revenue Fund	Decrease appropriations for unleaded fuel purchases	(15,036)	
401-Marina Revenue Fund	Decrease Ending Fund Balance	(10,742)	

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Fund	Description	Expenditure Adjustments	Revenue Adjustments
403-Marina Repair & Replacement Fund	Increase Beginning Fund Balance - Adjust to Actual		18,649
403-Marina Repair & Replacement Fund	Add revenues for Marina Fire Insurance Recoveries		260,000
403-Marina Repair & Replacement Fund	Add appropriations for Marina Fire repairs and improvements	260,000	
403-Marina Repair & Replacement Fund	Increase Ending Fund Balance	18,649	
406-Marina Depr & Improv Fund - 2008	Increase Beginning Fund Balance - Adjust to Actual		40,416
406-Marina Depr & Improv Fund - 2008	Carry forward appropriations for security camera project	18,782	
406-Marina Depr & Improv Fund - 2008	Remove appropriations for offsite storage yard	(30,000)	
406-Marina Depr & Improv Fund - 2008	Remove appropriations for Marina site management project	(20,000)	
406-Marina Depr & Improv Fund - 2008	Add appropriations for canopy structure for activity float	2,100	
406-Marina Depr & Improv Fund - 2008	Add appropriations for 6th Avenue Stairway gates	18,000	
406-Marina Depr & Improv Fund - 2008	Increase Ending Fund Balance	51,534	
450-Surface Water Mgt Operations Fund	Decrease Beginning Fund Balance - Adjust to Actual		(17,931)
450-Surface Water Mgt Operations Fund	Add appropriations for Cityworks timekeeper implementation	7,650	
450-Surface Water Mgt Operations Fund	Decrease Ending Fund Balance	(25,581)	
451-Surface Water Mgt Capital Fund	Increase Beginning Fund Balance - Adjust to Actual		70,569
451-Surface Water Mgt Capital Fund	Correct revenue estimates for transfer-in from Fund 450		7,415
451-Surface Water Mgt Capital Fund	Carry forward King County Conservation Funds for Barnes Crk 223rd Culvert Repl		15,300
451-Surface Water Mgt Capital Fund	Carry forward appropriations for DMVD S. 212th to S. 213th	29,000	
451-Surface Water Mgt Capital Fund	Carry forward appropriations for Redondo Hts culvert replacement	60,192	
451-Surface Water Mgt Capital Fund	Carry forward appropriations for 216th Place culvert replacement	35,100	
451-Surface Water Mgt Capital Fund	Carry forward appropriations for Barnes Creek 223rd Culvert Replacement	50,000	
451-Surface Water Mgt Capital Fund	Add appropriations for 216th St (15th Ave to 18th Ave) drainage repair	297,500	
451-Surface Water Mgt Capital Fund	Decrease Ending Fund Balance	(378,508)	
500-Equipment Rental Operations Fund	Adjust Beginning and Ending Fund Balances to Actual	(4,404)	(4,404)
501-Equipment Rental Replacement Fund	Decrease Beginning Fund Balance - Adjust to Actual		(19,105)
501-Equipment Rental Replacement Fund	Add appropriations for Parks rake & sport ramp	5,276	
501-Equipment Rental Replacement Fund	Decrease Ending Fund Balance	(24,381)	
Fund	Description	Expenditure Adjustments	Revenue Adjustments
506-Facility Repair & Replacement Fund	Adjust Beginning and Ending Fund Balances to Actual	2,973	2,973
510-Computer Equipment Operations Fund	Decrease Beginning Fund Balance - Adjust to Actual		(6,761)
510-Computer Equipment Operations Fund	Add appropriations for compass public records tracking system maintenance	6,500	
510-Computer Equipment Operations Fund	Decrease Ending Fund Balance	(13,261)	
511-Computer Equipment Replacement Fund	Adjust Beginning and Ending Fund Balances to Actual	57,245	57,245
520-Self-Insurance Fund	Increase Beginning Fund Balance - Adjust to Actual		81,486
520-Self-Insurance Fund	Add appropriations for employee settlement	10,000	
520-Self-Insurance Fund	Increase Ending Fund Balance	71,486	
530-Unemployment Insurance Fund	Adjust Beginning and Ending Fund Balances to Actual	13,010	13,010
TOTAL ADJUSTMENTS		\$ 1,361,761	\$ 1,361,761

WHEREAS, the City Council finds that the 2013 budget amendments to the City's budget are in the public interest; now therefore,

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

Sec. 1. Findings. Each and every of the findings expressed in the recitals to this ordinance are hereby adopted and incorporated by reference.

Sec. 2. Amendment to 2013 Budget. Exhibit "A" of Ordinance No. 1558 (uncodified) (2013 Budget) is amended by Appendix "A" attached to this Ordinance and incorporated herein by this reference as though fully set out.

Sec. 3. Ratification and Confirmation. All acts taken by City officers and staff prior to the enactment of this ordinance

DRAFT Ordinance No. 13-205
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that are consistent with and in furtherance of the purpose or intent of this ordinance are hereby ratified and confirmed by the City Council.

Sec. 4. Severability - Construction.

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

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

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

PASSED BY the City Council of the City of Des Moines this _____ day of _____, 2013 and signed in authentication thereof this _____ day of _____, 2013.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____, 2013

Draft Ordinance No. 13-205.1
October 1, 2013.ph

CITY OF DES MOINES
DRAFT ORDINANCE NO. 13-205
APPENDIX A 2013 BUDGET

FINAL ANNUAL APPROPRIATION FUNDS:						
	Expenditure	Ending Fund Balance	Total	Revenue	Beginning Fund Balance	Total
001 General Fund	17,257,589	1,088,899	18,346,488	17,385,913	960,575	18,346,488
101 Street Fund	1,112,086	280,773	1,392,859	1,116,837	276,022	1,392,859
107 Police Drug Seizure Fund	15,000	9,684	24,684	15,006	9,678	24,684
111 Hotel/Motel Tax Fund	17,247	8,013	25,260	17,308	7,952	25,260
112 Police Services Restoration Fund	14,362	-	14,362	0	14,362	14,362
211 1995 GO Bond - Police Facility	-	283	283	55	228	283
212 LID Fund	3,719	-	3,719	3,719	-	3,719
219 2008 GO & Ref Bond - Trans Capital Imprv	314,663	20,803	335,466	314,244	21,222	335,466
220 Debt Service Fund	87,858	2	87,860	87,858	2	87,860
401 Marina Revenue Fund	4,268,863	1,202,592	5,471,455	4,199,915	1,271,540	5,471,455
403 Marina Repair and Replacement	280,000	324,629	604,629	260,200	344,429	604,629
450 Surface Water Operations Fund	2,950,043	910,622	3,860,665	2,604,178	1,256,487	3,860,665
500 Equip Rental Operations	532,104	166,322	698,426	569,202	129,224	698,426
501 Equip Rental Replacement	98,276	1,347,451	1,445,727	96,585	1,349,142	1,445,727
506 Facility Repair and Replacement Fund	64,500	64,891	129,391	75,912	53,479	129,391
510 Computer Equipment Operations Fund	531,302	66,487	597,789	479,951	117,838	597,789
511 Computer Equipment Capital Fund	188,939	274,622	463,561	115,593	347,968	463,561
520 Self-Insurance Fund	611,900	82,502	694,402	582,895	111,507	694,402
530 Unemployment Insurance Fund	70,000	191,020	261,020	54,907	206,113	261,020
SUB-TOTAL	28,418,451	6,039,595	34,458,046	27,980,278	6,477,768	34,458,046

CONTINUING APPROPRIATION FUNDS (MEMO ONLY):

109 Transportation Impact Fee Fund	634,250	9,778	644,028	309,087	334,941	644,028
310 Municipal Capital Improvements	1,623,211	325,003	1,948,214	1,694,382	253,832	1,948,214
319 Transportation Capital Imprv Fund, 2008B	16,980,753	588,661	17,569,414	16,688,034	881,380	17,569,414
406 Marina Depreciation & Improvement, 2008A	695,271	56,775	752,046	484,336	267,710	752,046
451 Surface Water Capital Fund	1,177,992	524,784	1,702,776	804,384	898,392	1,702,776
SUB-TOTAL	21,111,477	1,505,001	22,616,478	19,980,223	2,636,255	22,616,478
TOTAL	49,529,928	7,544,596	57,074,524	47,960,501	9,114,023	57,074,524

**2013 BUDGET AMENDMENTS
DRAFT ORDINANCE 13-205**

Attachment #3

		2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 001 General Fund:				
Beginning Fund Balance-Nonspendable	001.000.000.308.20.00.00	\$ 4,500	\$ -	\$ 4,500
Beginning Fund Balance-Committed	001.000.000.308.40.00.00	805,175		805,175
Beginning Fund Balance-Assigned	001.000.000.308.50.00.00	167,377	(16,477)	150,900
Total Beginning Fund Balance		977,052	(16,477)	960,575
Revenues		17,270,743	-	17,270,743
<u>Revenue Budget Amendments:</u>				
Transfer remaining ending fund balance from Police Svcs Restoration Fund	001.000.000.397.00.13.00	-	14,362	14,362
Remove facility rentals-security revenue (no activity since 2009)	001.640.000.362.40.01.01	5,000	(5,000)	-
Add NRPA Grant for Sonju Garden Project	001.000.000.367.00.00.03	-	6,264	6,264
Carry forward Bureau Justice Edward Byrne 2010 Equipment Grant	001.000.000.331.16.73.80	-	9,288	9,288
Carry forward Bureau Justice Edward Byrne 2011 Eqp Grant	001.000.000.331.16.73.81	-	14,600	14,600
Add Pass-thru fm Seattle Bureau Justice Edward Byrne 2012 Eqp Grant	001.000.000.333.16.73.80	-	10,436	10,436
Add Community Transformation Grant (Fitness Activity Standards	001.640.000.333.93.73.70	-	47,720	47,720
Add 4culture Arts & Heritage Equipment Grant	001.310.000.337.07.00.00	7,500	5,000	12,500
Total Revenues		17,283,243	102,670	17,385,913
Total Revenues & Beginning Fund Balance		\$ 18,260,295	\$ 86,193	\$ 18,346,488
Expenditures		\$ 12,301,163	\$ -	\$ 12,301,163
<u>Expenditure Budget Amendments:</u>				
Add appropriations from WA Administrative Office of the Courts Assistance-Interpreting	001.120.022.512.50.41.04	8,500	4,836	13,336
Add appropriations for Edward Byrne 2011 Grant Court Eqp	001.124.022.512.51.35.90	-	14,600	14,600
Add appropriations for Voter Registration Services	001.165.024.514.90.51.46	38,997	9,045	48,042
Carry forward appropriations for replacing City Council Video Room HVAC	001.300.040.518.30.48.00	46,900	7,563	54,463
Carry forward appropriations for Associated Students HCC Art Program	001.310.045.57320.49.16	3,000	3,000	6,000
Add appropriations for 4Culture Grant funded ADA Portable Stage Ramp	001.310.045.594.73.64.04	-	5,000	5,000
Tsf appropriations for unfreezing Police Admin Sergeant Position-Salary	001.340.030.521.10.10.00	813,838	61,220	875,058
Tsf appropriations for unfreezing Police Admin Sergeant Position-Benefits	001.340.030.521.10.20.00	289,762	20,105	309,867
Tsf appropriations for unfreezing Police Admin Sergeant Position-Dep Med EE Contr	001.340.030.521.10.20.90	(5,497)	(648)	(6,145)
Add appropriations for Police records system data interface with Valley Com	001.340.030.594.21.64.00	-	13,140	13,140
Add appropriations for LEOFF I retiree benefits due to increase in reimbursements	001.341.030.517.20.29.00	78,735	8,000	86,735
Add appropriations for Police gate repair	001.342.030.521.50.48.00	10,000	7,500	17,500
Reduce appropriations for vacant Police Patrol Officer Position-Salary	001.360.030.521.22.10.00	2,145,419	(61,220)	2,084,199
Reduce appropriations for vacant Police Patrol Officer Position-Benefits	001.360.030.521.22.20.00	894,953	(20,105)	874,848
Reduce appropriations for vacant Police Patrol Officer Position-Dep Med EE Contr	001.360.030.521.22.20.90	(25,551)	648	(24,903)
Add appropriations for Edward Byrne 2010 Grant Court/Police Eqp	001.380.030.521.26.35.90	-	3,288	3,288
Add appropriations for Edward Byrne 2012 Grant Police Eqp	001.380.030.521.27.35.90	-	10,436	10,436
Add appropriations for Edward Byrne 2010 Grant Court/Police Eqp	001.380.030.594.26.64.00	-	6,000	6,000
Carry forward appropriations for Midway Nov & Dec 2012 Photo Enforcement	001.385.030.521.70.41.00	228,000	19,000	247,000
Add appropriations for increase in King County Fire Investigations	001.440.050.522.30.51.51	16,500	3,403	19,903
Add appropriations to Grant Fredricks consulting contract supplement	001.490.040.558.60.41.00	62,152	13,478	75,630
Add appropriations for Plan Dev acting director status-salary	001.580.040.558.60.10.00	93,788	13,024	106,812
Add appropriations for Plan Dev acting director status-benefits	001.580.040.558.60.20.00	30,334	2,718	33,052
Add appropriations for Development Services consulting services	001.600.040.558.60.41.00	2,500	18,000	20,500
Add appropriations for Sonju Garden Project	001.636.040.594.76.63.00	-	6,264	6,264
Add appropriations for Community Transformation Grant (Fitness Activity Standards)	001.641.045.571.21.41.00	-	47,720	47,720
Add appropriations for Auditorium fire alarm system installation	001.642.045.575.50.35.90	-	2,379	2,379
Add appropriations for facilities surface water management utility fee	001.642.045.575.50.47.04	-	5,702	5,702
Total Expenditures		17,033,493	224,096	17,257,589
Ending Fund Balance-Nonspendable	001.000.000.508.20.00.00	4,500		4,500
Ending Fund Balance-Committed	001.000.000.508.40.00.00	805,175		805,175
Ending Fund Balance-Assigned	001.000.000.508.50.00.00	417,127	(137,903)	279,224
Total Ending Fund Balance		1,226,802	(137,903)	1,088,899
Total Expenditures & Ending Fund Balance		\$ 18,260,295	\$ 86,193	\$ 18,346,488

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2013 BUDGET AMENDMENTS
DRAFT ORDINANCE 13-205

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 101 Street Fund:				
Beginning Fund Balance-Restricted	101.000.000.308.30.00.00	\$ 221,026	\$ 54,996	\$ 276,022
Revenues		1,116,837	-	1,116,837
Total Revenues		1,116,837	-	1,116,837
Total Revenues & Beginning Fund Balance		\$ 1,337,863	\$ 54,996	\$ 1,392,859
Expenditures		\$ 772,059	\$ -	\$ 772,059
Expenditure Budget Amendments:				
Add appropriations for Street light conversion of 345 (HPS) to LED	101.200.040.542.63.47.13	296,043	43,984	340,027
Total Expenditures		1,068,102	43,984	1,112,086
Ending Fund Balance-Restricted	101.000.000.508.30.00.00	269,761	11,012	280,773
Total Expenditures & Ending Fund Balance		\$ 1,337,863	\$ 54,996	\$ 1,392,859

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 107 Drug Seizure Fund:				
Beginning Fund Balance-Restricted	107.000.000.308.30.00.00	\$ 8,459	\$ 1,219	\$ 9,678
Revenues		15,006	-	15,006
Total Revenues		15,006	-	15,006
Total Revenues & Beginning Fund Balance		\$ 23,465	\$ 1,219	\$ 24,684
Expenditures		\$ 15,000	\$ -	\$ 15,000
Total Expenditures		\$ 15,000	\$ -	\$ 15,000
Ending Fund Balance-Restricted	107.000.000.508.30.00.00	8,465	1,219	9,684
Total Expenditures & Ending Fund Balance		\$ 23,465	\$ 1,219	\$ 24,684

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 111 Hotel/Motel Tax Fund:				
Beginning Fund Balance-Restricted	111.000.000.308.30.00.00	\$ 5,630	\$ 2,322	\$ 7,952
Revenues		17,308	-	17,308
Total Revenues		17,308	-	17,308
Total Revenues & Beginning Fund Balance		\$ 22,938	\$ 2,322	\$ 25,260
Expenditures		\$ 17,247	\$ -	\$ 17,247
Total Expenditures		17,247	-	17,247
Ending Fund Balance-Restricted	111.000.000.508.30.00.00	5,691	2,322	8,013
Total Expenditures & Ending Fund Balance		\$ 22,938	\$ 2,322	\$ 25,260

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 112 Police Services Restoration Fund:				
Beginning Fund Balance-Restricted	112.000.000.308.30.00.00	\$ -	\$ 14,362	\$ 14,362
Revenues		-	-	-
Total Revenues		-	-	-
Total Revenues & Beginning Fund Balance		\$ -	\$ 14,362	\$ 14,362
Expenditures		\$ -	\$ -	\$ -
Expenditure Budget Amendments:				
Add appropriations for transfer to General Fund	112.360.030.597.21.00.00	-	14,362	14,362
Total Expenditures		-	14,362	14,362
Ending Fund Balance-Restricted	112.000.000.508.80.00.00	-	-	-
Total Expenditures & Ending Fund Balance		\$ -	\$ 14,362	\$ 14,362

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2013 BUDGET AMENDMENTS
DRAFT ORDINANCE 13-205

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 211 1995 GO Fund:				
Beginning Fund Balance-Assigned	211.000.000.308.50.00.00	\$ -	\$ 228	\$ 228
Revenues		55		55
Total Revenues		55	-	55
Total Revenues & Beginning Fund Balance		\$ 55	\$ 228	\$ 283
Expenditures		\$ -	\$ -	\$ -
Total Expenditures		-	-	-
Ending Fund Balance-Assigned	211.000.000.508.50.00.00	55	228	283
Total Expenditures & Ending Fund Balance		\$ 55	\$ 228	\$ 283

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 212 LID Fund:				
Beginning Fund Balance-Assigned	212.000.000.308.50.00.00	\$ -	\$ -	\$ -
Revenues		3,719	-	3,719
Total Revenues		3,719	-	3,719
Total Revenues & Beginning Fund Balance		\$ 3,719	\$ -	\$ 3,719
Expenditures		\$ 3,719	\$ -	\$ 3,719
Total Expenditures		3,719	-	3,719
Ending Fund Balance-Assigned	212.000.000.508.50.00.00	-	-	-
Total Expenditures & Ending Fund Balance		\$ 3,719	\$ -	\$ 3,719

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 219 2008 GO & REF BOND-TRANS CAPITAL IMPRV:				
Beginning Fund Balance-Restricted	219.000.000.308.30.00.00	\$ 21,223	\$ (1)	\$ 21,222
Revenues		314,244	-	314,244
Total Revenues		314,244	-	314,244
Total Revenues & Beginning Fund Balance		\$ 335,467	\$ (1)	\$ 335,466
Expenditures		\$ 314,663	\$ -	\$ 314,663
Total Expenditures		314,663	-	314,663
Ending Fund Balance-Restricted	219.000.000.508.30.00.00	20,804	(1)	20,803
Total Expenditures & Ending Fund Balance		\$ 335,467	\$ (1)	\$ 335,466

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 220 Misc Debt Fund:				
Beginning Fund Balance-Assigned	220.000.000.308.50.00.00	\$ 2	\$ -	\$ 2
Revenues		87,858	-	87,858
Total Revenues		87,858	-	87,858
Total Revenues & Beginning Fund Balance		\$ 87,860	\$ -	\$ 87,860
Expenditures		\$ 87,858	\$ -	\$ 87,858
Total Expenditures		87,858	-	87,858
Ending Fund Balance-Assigned	220.000.000.508.50.00.00	2	-	2
Total Expenditures & Ending Fund Balance		\$ 87,860	\$ -	\$ 87,860

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2013 BUDGET AMENDMENTS
DRAFT ORDINANCE 13-205

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 401 Marina Revenue Fund:				
Beginning Fund Balance-Reserved	401.000.000.308.10.00.00	\$ 768,816		\$ 768,816
Beginning Fund Balance-Unreserved	401.000.000.308.80.00.00	531,990	(29,266)	502,724
Total Beginning Fund Balance		1,300,806	(29,266)	1,271,540
Revenues		2,925,175	-	2,925,175
Revenue Budget Amendments:				
Increase unleaded fuel revenues	401.000.000.344.50.00.05	522,450	12,470	534,920
Increase diesel fuel revenues	401.000.000.344.50.00.06	664,900	74,920	739,820
Total Revenues		4,112,525	87,390	4,199,915
Total Revenues & Beginning Fund Balance		\$ 5,413,331	\$ 58,124	\$ 5,471,455

Expenditures		\$ 3,072,766	\$ -	\$ 3,072,766
Expenditure Budget Amendments:				
Add appropriations for replacement of failed DVR/Server	401.100.070.594.75.64.00	-	14,210	14,210
Add appropriations for Fiscal Agent Fees for 2012 Adv Refunding Bonds	401.100.070.592.75.85.02	-	500	500
Add appropriations for diesel fuel purchases	401.200.070.575.72.34.01	609,168	69,192	678,360
Add appropriations for unleaded fuel purchases	401.200.070.575.72.34.02	518,063	(15,036)	503,027
Total Expenditures		4,199,997	68,866	4,268,863
Ending Fund Balance-Reserved	401.000.000.508.10.00.00	768,816		768,816
Ending Fund Balance-Unreserved	401.000.000.508.80.00.00	444,518	(10,742)	433,776
Total Ending Fund Balance		1,213,334	(10,742)	1,202,592
Total Expenditures & Ending Fund Balance		\$ 5,413,331	\$ 58,124	\$ 5,471,455

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 403 Marina Repair & Replacement Fund:				
Beginning Fund Balance-Reserved	403.000.000.308.10.00.00	\$ 325,780	\$ 18,649	\$ 344,429
Revenues		200	-	200
Revenue Budget Amendments:				
Add revenues for Marina Fire Insurance Recoveries	403.000.000.395.20.00.00	-	260,000	260,000
Total Revenues		200	260,000	260,200
Total Revenues & Beginning Fund Balance		\$ 325,980	\$ 278,649	\$ 604,629

Expenditures		\$ 20,000	\$ -	\$ 20,000
Expenditure Budget Amendments:				
Add appropriations for Marina Fire repairs and improvements	403.200.070.594.75.63.00	-	260,000	260,000
Total Expenditures		20,000	260,000	280,000
Ending Fund Balance-Reserved	403.000.000.508.10.00.00	305,980	18,649	324,629
Total Expenditures & Ending Fund Balance		\$ 325,980	\$ 278,649	\$ 604,629

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 450 Surface Water Management Operations Fund:				
Beginning Fund Balance-Unreserved	450.000.000.308.80.00.00	\$ 1,274,418	\$ (17,931)	\$ 1,256,487
Revenues		2,604,178	-	2,604,178
Total Revenues		2,604,178	-	2,604,178
Total Revenues & Beginning Fund Balance		\$ 3,878,596	\$ (17,931)	\$ 3,860,665

Expenditures		\$ 2,942,393	\$ -	\$ 2,942,393
Expenditure Budget Amendments:				
Add appropriations for Cityworks timekeeper implementation	450.400.040.594.31.64.00	-	7,650	7,650
Total Expenditures		2,942,393	7,650	2,950,043
Ending Fund Balance-Unreserved	450.000.000.508.80.00.00	936,203	(25,581)	910,622
Total Expenditures & Ending Fund Balance		\$ 3,878,596	\$ (17,931)	\$ 3,860,665

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2013 BUDGET AMENDMENTS
DRAFT ORDINANCE 13-205

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 500 Equipment Rental Operations Fund:				
Beginning Fund Balance-Unreserved	500.000.000.308.80.00.00	\$ 133,628	\$ (4,404)	\$ 129,224
Revenues		569,202	-	569,202
Total Revenues		569,202	-	569,202
Total Revenues & Beginning Fund Balance		\$ 702,830	\$ (4,404)	\$ 698,426
Expenditures		\$ 532,104	\$ -	\$ 532,104
Total Expenditures		532,104	-	532,104
Ending Fund Balance-Unreserved	500.000.000.508.80.00.00	170,726	(4,404)	166,322
Total Expenditures & Ending Fund Balance		\$ 702,830	\$ (4,404)	\$ 698,426

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 501 Equipment Rental Replacement Fund:				
Beginning Fund Balance-Unreserved	501.000.000.308.80.00.00	\$ 1,368,247	\$ (19,105)	\$ 1,349,142
Revenues		96,585	-	96,585
Total Revenues		96,585	-	96,585
Total Revenues & Beginning Fund Balance		\$ 1,464,832	\$ (19,105)	\$ 1,445,727
Expenditures		\$ 81,000	\$ -	\$ 81,000
Expenditure Budget Amendments:				
Add appropriations for Parks rake & sport ramp	501.100.040.594.76.64.00	12,000	5,276	17,276
Total Expenditures		93,000	5,276	98,276
Ending Fund Balance-Unreserved	501.000.000.508.80.00.00	1,371,832	(24,381)	1,347,451
Total Expenditures & Ending Fund Balance		\$ 1,464,832	\$ (19,105)	\$ 1,445,727

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 506 Facility Repair & Replacement Fund:				
Beginning Fund Balance-Unreserved	506.000.000.308.80.00.00	\$ 50,506	\$ 2,973	\$ 53,479
Revenues		75,912	-	75,912
Total Revenues		75,912	-	75,912
Total Revenues & Beginning Fund Balance		\$ 126,418	\$ 2,973	\$ 129,391
Expenditures		\$ 64,500	\$ -	\$ 64,500
Total Expenditures		64,500	-	64,500
Ending Fund Balance-Reserved	506.000.000.508.10.00.00	11,294		11,294
Ending Fund Balance-Unreserved	506.000.000.508.80.00.00	50,624	2,973	53,597
Total Ending Fund Balance		61,918	2,973	64,891
Total Expenditures & Ending Fund Balance		\$ 126,418	\$ 2,973	\$ 129,391

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2013 BUDGET AMENDMENTS
DRAFT ORDINANCE 13-205

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 510 Computer Equipment Operations Fund:				
Beginning Fund Balance-Unreserved	510.000.000.308.80.00.00	\$ 124,599	\$ (6,761)	\$ 117,838
Revenues		479,951	-	479,951
Total Revenues		479,951	-	479,951
Total Revenues & Beginning Fund Balance		\$ 604,550	\$ (6,761)	\$ 597,789
Expenditures		\$ 424,616	\$ -	\$ 424,616
Expenditure Budget Amendments:				
Add appropriations for lcompass public records tracking system maintenance	510.100.024.518.80.48.15	100,186	6,500	106,686
Total Expenditures		524,802	6,500	531,302
Ending Fund Balance-Unreserved	510.000.000.508.80.00.00	79,748	(13,261)	66,487
Total Expenditures & Ending Fund Balance		\$ 604,550	\$ (6,761)	\$ 597,789

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 511 Computer Equipment Replacement Fund:				
Beginning Fund Balance-Unreserved	511.000.000.308.80.00.00	\$ 290,723	\$ 57,245	\$ 347,968
Revenues		115,593	-	115,593
Total Revenues		115,593	-	115,593
Total Revenues & Beginning Fund Balance		\$ 406,316	\$ 57,245	\$ 463,561
Expenditures		\$ 188,939	\$ -	\$ 188,939
Total Expenditures		188,939	-	188,939
Ending Fund Balance-Unreserved	511.000.000.508.80.00.00	217,377	57,245	274,622
Total Expenditures & Ending Fund Balance		\$ 406,316	\$ 57,245	\$ 463,561

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 520 Self-Insurance Fund:				
Beginning Fund Balance-Unreserved	520.000.000.308.80.00.00	\$ 30,021	\$ 81,486	\$ 111,507
Revenues		582,895	-	582,895
Total Revenues		582,895	-	582,895
Total Revenues & Beginning Fund Balance		\$ 612,916	\$ 81,486	\$ 694,402
Expenditures		\$ 601,900	\$ -	\$ 601,900
Expenditure Budget Amendments:				
Add appropriations for employee settlement	520.100.050.518.60.49.21	-	10,000	10,000
Total Expenditures		601,900	10,000	611,900
Ending Fund Balance-Unreserved	520.000.000.508.80.00.00	11,016	71,486	82,502
Total Expenditures & Ending Fund Balance		\$ 612,916	\$ 81,486	\$ 694,402

	Account No.	2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 530 Unemployment Insurance Fund:				
Beginning Fund Balance-Unreserved	530.000.000.308.80.00.00	\$ 193,103	\$ 13,010	\$ 206,113
Revenues		54,907	-	54,907
Total Revenues		54,907	-	54,907
Total Revenues & Beginning Fund Balance		\$ 248,010	\$ 13,010	\$ 261,020
Expenditures		\$ 70,000	\$ -	\$ 70,000
Total Expenditures		70,000	-	70,000
Ending Fund Balance	530.000.000.508.80.00.00	178,010	13,010	191,020
Total Expenditures & Ending Fund Balance		\$ 248,010	\$ 13,010	\$ 261,020

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CAPITAL IMPROVEMENT FUNDS:

		2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 109 Transportation Impact Fee Fund:	Account No.			
Beginning Fund Balance-Committed	109.000.000.308.40.00.00	\$ 165,501	\$ 169,440	\$ 334,941
Revenues		1,000	-	1,000
<u>Revenue Budget Amendments:</u>				
Add additional revenues due to construction activity	109.000.000.345.85.00.00	172,641	135,446	308,087
Total Revenues		173,641	135,446	309,087
Total Revenues & Beginning Fund Balance		\$ 339,142	\$ 304,886	\$ 644,028
Expenditures		\$ -	\$ -	\$ -
<u>Expenditure Budget Amendments:</u>				
Add appropriations for transfer to Transportation CIP Fund	109.100.040.597.95.00.00	172,641	135,446	308,087
Carry forward appropriations for transfer of Pac Ridge Impact Fees	109.100.040.597.95.00.00	-	326,163	326,163
Total Expenditures		172,641	461,609	634,250
Ending Fund Balance-Committed	109.000.000.508.40.00.00	166,501	(156,723)	9,778
Total Expenditures & Ending Fund Balance		\$ 339,142	\$ 304,886	\$ 644,028

		2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 310 Municipal Capital Improvement Fund:	Account No.			
Beginning Fund Balance-Assigned	310.000.000.308.50.00.00	\$ 132,733	\$ 121,099	\$ 253,832
Revenues		1,556,282	-	1,556,282
<u>Revenue Budget Amendments:</u>				
Carry forward FEMA grant funds for Beach Park Mudslide Project	310.000.000.333.97.03.66	-	1,973	1,973
Carry forward State Emergency Mgt grant funds for Beach Park Mudslide	310.000.000.334.01.80.06	-	329	329
Carry forward WA Heritage-DMBP Rehab grant for Dining Hall	310.000.000.334.06.90.05	-	128,063	128,063
Carry forward Utility Rebates for Citywide Energy Imprv Project	310.000.000.369.90.00.06	-	7,735	7,735
Total Revenues		1,556,282	138,100	1,694,382
Total Revenues & Beginning Fund Balance		\$ 1,689,015	\$ 259,199	\$ 1,948,214
Expenditures		\$ 1,243,557	\$ -	\$ 1,243,557
<u>Expenditure Budget Amendments:</u>				
Correct coding for DM Urban Trail Improvements	310.055.045.594.76.63.00	156,843	(156,843)	-
Carry forward appropriations for Beach Park Mudslide Project	310.057.045.594.76.63.00	-	543	543
Carry forward appropriations for City-Wide Energy Savings Impr Project	310.700.040.594.19.63.01	-	2,268	2,268
Correct coding for transfer to Transportation CIP Fund	310.799.040.597.95.00.00	220,000	156,843	376,843
Total Expenditures		1,620,400	2,811	1,623,211
Ending Fund Balance-Assigned	310.000.000.508.50.00.00	68,615	256,388	325,003
Total Expenditures & Ending Fund Balance		\$ 1,689,015	\$ 259,199	\$ 1,948,214

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		2013	Draft Ord 13-205	2013
		Adopted	Budget	Amended
Fund 319 Transportation Capital Improvement Fund		Budget	Amendments	Budget
Account No.				
Beginning Fund Balance-Assigned		\$ 620,473	\$ 260,907	\$ 881,380
Revenues		10,399,666	-	10,399,666
<u>Revenue Budget Amendments:</u>				
Reduce FHWA/HBP/BRAC funds for Saltwater Park Bridge Seismic Retrofit	319.000.000.333.20.20.09	510,933	(50,668)	460,265
Carry forward revenue from Highway Safety Program for City Wide Arterial improvement	319.000.000.333.20.20.11	-	115,500	115,500
Add Revenues from WSTSC for North Hill Elem & Aviation School Flashing Beacons	319.000.000.334.03.50.02	-	15,000	15,000
Reduce Revenue from TIB funds for S. 216th St. Segment 2 (18th Ave. S. to 24th Ave. S.)	319.000.000.334.03.80.10	4,000,000	(219,498)	3,780,502
Remove Revenue from TIB funds for Marine View Drive and S 240th Roundabout	319.000.000.334.03.80.12	168,245	(168,245)	-
Carry forward 2012 adj from the King County Conservation Grant for Barnes Creek Trail	319.000.000.337.09.01.00	478,877	(1,025)	477,852
Reduce Funds from Highline Wtr Dist for S. 216th St. Segment 2 (18th Ave. S. to 24th Ave. S.)	319.000.000.337.10.00.02	267,789	(12,270)	255,519
Remove revenues from Midway Sewer District for 24th Ave. S. Improvement Project	319.000.000.337.11.00.00	207,753	(207,753)	-
Reduce Funds from Century Link for S. 216th St. Segment 2 (18th Ave. S. to 24th Ave. S.)	319.000.000.367.00.19.15	62,689	(22,219)	40,470
Reduce Funds from Comcast for S. 216th St. Segment 2 (18th Ave. S. to 24th Ave. S.)	319.000.000.367.00.19.16	198,977	(66,810)	132,167
Increase transfer from Impact Fee Fund for additional construction activity	319.000.040.397.95.00.00	172,641	135,446	308,087
Carry forward Pac Ridge Impact Fees	319.000.040.397.95.00.00	-	326,163	326,163
Correct amount for transfer-in from MCI Fund	319.000.040.397.95.00.01	420,000	(43,157)	376,843
Total Revenues		16,887,570	(199,536)	16,688,034
Total Revenues & Beginning Fund Balance		\$ 17,508,043	\$ 61,371	\$ 17,569,414
Expenditures		\$ 2,145,378	\$ -	\$ 2,145,378
<u>Expenditure Budget Amendments:</u>				
Reduce appropriations for 24th Ave. S. Improvement Project-Roadway	319.300.040.595.30.63.00	6,293,614	(889,471)	5,404,143
Increase appropriations for 24th Ave. S. Improvement Project-Utility Install	319.300.040.595.80.61.00	678,283	448,972	1,127,255
Carry forward appropriations for 16th Ave. S. - Segment 5A-Engrng	319.301.040.595.10.63.00	95,000	10,000	105,000
Carry forward appropriations for 16th Ave. S. - Segment 5A-Admin/OH	319.301.040.595.90.63.00	6,339	17,500	23,839
Add appropriations for Saltwater Park Bridge Seismic Retrofit-Engrng	319.326.040.595.10.63.00	510,933	32,617	543,550
Add appropriations for Saltwater Park Bridge Seismic Retrofit-Admin/OH	319.326.040.595.90.63.00	-	45,433	45,433
Add appropriations for S. 216th St. Segment 1 (24th Ave. S. to 29th Ave. S.)-Land/ROW	319.332.040.595.20.61.00	-	171,630	171,630
Reduce appropriations for S. 216th St Segment 2 (18th Ave. S. to 24th Ave. S.)-Inspecti	319.333.040.595.11.63.00	650,000	(20,000)	630,000
Reduce appropriations for S. 216th St Segment 2 (18th Ave. S. to 24th Ave. S.)-Roadwa	319.333.040.595.30.63.00	5,455,367	(215,029)	5,240,338
Reduce appropriations for S. 216th St Segment 2 (18th Ave. S. to 24th Ave. S.)-Utility In	319.333.040.595.80.61.00	734,567	(93,398)	641,169
Carry forward appropriations for S. 224th St. Improv Project-Engrng	319.336.040.595.10.63.00	-	300,000	300,000
Carry forward appropriations for S. 224th St. Improv Project-Admin/OH	319.336.040.595.90.63.00	-	26,163	26,163
Carry forward appropriations from the Barnes Creek Trail/SR 509 ROW Project	319.345.040.595.90.63.00	180,000	22,821	202,821
Carry forward appropriations for City Wide Arterial Improvements-Engrng	319.604.040.595.10.63.00	-	10,000	10,000
Carry forward appropriations for City Wide Arterial Improvements-Land/ROW	319.604.040.595.20.61.00	-	37,000	37,000
Carry forward appropriations for City Wide Arterial Improvements-Roadway	319.604.040.595.30.63.00	-	58,500	58,500
Carry forward appropriations for City Wide Arterial Improvements-Admin/OH	319.604.040.595.90.63.00	-	10,000	10,000
Revise appropriations for North Hill Elem School - SRTS Proj to Flashing Lts-Engrng	319.605.040.595.10.63.00	60,000	(55,000)	5,000
Remove appropriations from North Hill Elem School - SRTS Proj-Land	319.605.040.595.20.61.00	15,000	(15,000)	-
Revise appropriations for North Hill Elem School - SRTS Proj to Flashing Lts-Admin/OH	319.605.040.595.90.63.00	19,000	(14,800)	4,200
Add appropriations for North Hill Elem School Zone Flashing Lights	319.605.040.595.64.63.00	-	45,000	45,000
Revise appropriations for Midway Elem School - Safe Routes to School-Engrng	319.606.040.595.10.63.00	60,000	(20,000)	40,000
Revise appropriations for Midway Elem School - Safe Routes to School-Land	319.606.040.595.20.61.00	15,000	15,000	30,000
Revise appropriations for Midway Elem School - Safe Routes to School-Admin/OH	319.606.040.595.90.63.00	19,000	(9,000)	10,000
Carry forward appropriations from Marine View Drive Crosswalk Enhancement Project	319.607.040.595.69.63.00	110,000	14,334	124,334
Remove appropriations for Marine View Drive and S 240th Roundabout	319.608.040.595.10.63.00	152,398	(152,398)	-
Remove appropriations for Marine View Drive and S 240th Roundabout	319.608.040.595.20.61.00	106,440	(106,440)	-
Total Expenditures		17,306,319	(325,566)	16,980,753
Ending Fund Balance-Assigned		201,724	386,937	588,661
Total Expenditures & Ending Fund Balance		\$ 17,508,043	\$ 61,371	\$ 17,569,414

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		2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 406 Marina Depreciation & Improvement-2008:	Account No.			
Beginning Fund Balance-Reserved	406.000.000.308.10.00.00	\$ 227,294	\$ 40,416	\$ 267,710
Revenues		484,336	-	484,336
Total Revenues		484,336	-	484,336
Total Revenues & Beginning Fund Balance		\$ 711,630	\$ 40,416	\$ 752,046
Expenditures		\$ 514,671	\$ -	\$ 514,671
<u>Expenditure Budget Amendments:</u>				
Carry forward appropriations for security camera project	406.400.070.594.75.63.00	29,218	18,782	48,000
Remove appropriations for offsite storage yard	406.401.070.594.75.63.00	30,000	(30,000)	-
Remove appropriations for Marina site management project	406.402.070.594.75.63.00	100,000	(20,000)	80,000
Add appropriations for canopy structure for activity float	406.445.070.594.75.63.00	32,500	2,100	34,600
Add appropriations for 6th Avenue Stairway gates	406.451.070.594.75.63.00	-	18,000	18,000
Total Expenditures		706,389	(11,118)	695,271
Ending Fund Balance-Reserved	406.000.000.508.10.00.00	5,241	51,534	56,775
Total Expenditures & Ending Fund Balance		\$ 711,630	\$ 40,416	\$ 752,046

		2013 Adopted Budget	Draft Ord 13-205 Budget Amendments	2013 Amended Budget
Fund 451 Surface Water Management Capital Fund:	Account No.			
Beginning Fund Balance-Reserved	451.000.000.308.10.00.00	\$ 827,823	\$ 70,569	\$ 898,392
Revenues		79,600	-	79,600
<u>Revenue Budget Amendments:</u>				
Carry forward King County Conservation Funds for Barnes Crk 223rd Culvert Repl	451.000.000.337.09.01.00	-	15,300	15,300
Correct revenue estimates for transfer-in from Fund 450	451.000.040.397.31.00.00	702,069	7,415	709,484
Total Revenues		781,669	22,715	804,384
Total Revenues & Beginning Fund Balance		\$ 1,609,492	\$ 93,284	\$ 1,702,776
Expenditures		\$ 422,500	\$ -	\$ 422,500
<u>Expenditure Budget Amendments:</u>				
Carry forward appropriations for DMMD S. 212th to S. 213th	451.812.040.595.40.63.00	144,500	29,000	173,500
Carry forward appropriations for Redondo Hts culvert replacement	451.818.040.595.40.63.00	-	60,192	60,192
Carry forward appropriations for 216th Place culvert replacement	451.819.040.595.40.63.00	139,200	35,100	174,300
Carry forward appropriations for Barnes Creek 223rd Culvert Replacement	451.820.040.595.40.63.00	-	50,000	50,000
Add appropriations for 216th St (15th Ave to 18th Ave) drainage repair	451.825.040.595.40.63.00	-	297,500	297,500
Total Expenditures		706,200	471,792	1,177,992
Ending Fund Balance-Reserved	451.000.000.508.10.00.00	903,292	(378,508)	524,784
Total Expenditures & Ending Fund Balance		\$ 1,609,492	\$ 93,284	\$ 1,702,776

