

AMENDED AGENDA

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

November 8, 2018 – 7:00 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

ADMINISTRATION REPORT

Item 1: RECTANGULAR RAPID FLASHING BEACON UPDATE

COUNCIL BREAK

CONSENT CALENDAR

Page 5 Item 1: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through October 31, 2018 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#155601-155812	\$1,154,383.99
Electronic Wire Transfers	# 1125-1139	\$ 620,876.49
Payroll Checks	# 19098-19099	\$ 321.76
Payroll Direct Deposit	#420001-420168	\$ 342,266.21
Total Checks and Wires for A/P and Payroll:		\$2,117,848.45

Page 7 Item 2: BELLS OF PEACE PROCLAMATION

Motion is to approve the Proclamation recognizing Bells of Peace, a World War I Centennial Armistice Remembrance.

- Page 11 Item 3: 24TH AVENUE S RECTANGULAR RAPID FLASHING BEACON (RRFB) MIDBLOCK CROSSING IMPROVEMENTS – PUBLIC WORKS CONTRACT
Motion is to approve the Public Works Contract with West Coast Signal, Inc (Contractor) for the 24th Ave S Rectangular Rapid Flashing Beacon (RRFB) Midblock Crossing Improvements, in the amount of \$120,325.50, authorize a construction project contingency in the amount of \$5,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.
- Page 49 Item 4: INTERLOCAL AGREEMENT TO PROVIDE MUNICIPAL COURT SERVICE FOR THE CITY OF NORMANDY PARK
Motion is to approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines for Municipal Court services and facilities and further authorize the City Manager to sign the agreement substantially in the form as submitted.
- Page 61 Item 5: ECOLOGY'S SHORELINE MASTER PROGRAM PERIODIC REVIEW GRANT AMENDMENT
Motion is to approve the Shoreline Master Program Periodic Review Grant Amendment No. 1 to Agreement No. SEASMP-1719-DeMDSD-00034 between the City of Des Moines and the Washington State Department of Ecology, and authorize the City Manager to sign the Amendment substantially in the form as attached.
- Page 93 Item 6: PURCHASE AGREEMENT FOR MARINA HARBOR BOAT
Motion is to approve the proposed agreement between the City of Des Moines and Silverback Marine in the amount of \$104,250.00 plus tax for the purchase of a new Marina work boat and direct the City Manager sign said agreement substantially in the form as submitted.
- Page 101 Item 7: REGULATING USE OF THE REDONDO BOAT LAUNCH
Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance no. 18-071 on first reading.
Motion 2 is to enact Draft Ordinance 18-071, adding a new section to chapter 15.04 DMMC, Use of Redondo Boat Launch.

PUBLIC HEARING/CONTINUED PUBLIC HEARING

Page 107 Item 1: 2019 GENERAL PROPERTY TAX LEVY

Motion 1a is to suspend Rule 26(a) in order to enact Draft Ordinance No. 18-109 on first reading.

Motion 1b is to enact Draft Ordinance No. 18-109, determining the amount of funds to be raised by ad valorem taxes for the year 2019 for general City expenditures.

AND

Motion 2a is to suspend Rule 26(a) in order to enact Draft Ordinance No. 18-125 on first reading.

Motion 2b is to enact Draft Ordinance No. 18-125, authorizing the increase in ad valorem taxes for the year 2019 for general City expenditures.

Page 121 Item 2: 2019 PRELIMINARY ANNUAL BUDGET

Motion is to pass Draft Ordinance No. 18-108 establishing the 2019 Annual Budget for the fiscal year ending December 31, 2019, as amended.

Page 179 Item 3: 2018 OPERATING AND CAPITAL BUDGET

Motion 1 is to suspend Rule 26(a) in order to enact Draft Ordinance No. 18-110 on first reading.

Motion 2 is to enact Draft Ordinance No. 18-110 relating to municipal finance, amending the 2018 budget adopted in Ordinance No. 1692.

EXECUTIVE SESSION

Potential Litigation under RCW 42.30.110(1)(i) – 10 minutes

NEXT MEETING DATE

November 15, 2018 City Council Regular Session

ADJOURNMENT

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CITY OF DES MOINES
Voucher Certification Approval

8-Nov-18

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 **Nov 08, 2018** the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through October 31, 2018 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:



Beth Anne Wroe, Finance Director

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	155601	- 155812	1,154,383.99
Electronic Wire Transfers	1125	- 1139	620,876.49
Total claims paid			1,775,260.48
Payroll Vouchers			
Payroll Checks	19098	- 19099	321.76
Direct Deposit	420001	- 420168	342,266.21
Payroll Checks		-	
Direct Deposit		-	
Total Paychecks/Direct Deposits paid			342,587.97
Total checks and wires for A/P & Payroll			2,117,848.45

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Bells of Peace Proclamation

FOR AGENDA OF: November 8, 2018

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

1. Proclamation

DATE SUBMITTED: November 1, 2018

CLEARANCES:

- ☐ Community Development
- ☐ Marina
- ☐ Parks, Recreation & Senior Services
- ☐ Public Works

CHIEF OPERATIONS OFFICER: _____

- ☐ Legal
- ☐ Finance
- ☐ Courts
- ☐ Police
- ☒ City Clerk/Communications Director 

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

The purpose of this agenda item is to recommend City Council approval of the attached Proclamation recognizing Bells of Peace, a World War I Centennial Armistice Remembrance.

Suggested Motion

Motion: “I move to approve the Proclamation recognizing Bells of Peace, a World War I Centennial Armistice Remembrance”

Background

Bells of Peace: A National World War I Remembrance is a national tolling of bells to honor those who served in the Great War. The United States participated from April 6, 1917 to November 11, 1918.

Tolling of bells is the traditional way to mark someone’s passing. On special national occasions, bells are tolled in honor of the fallen. November 11, 2018 is the 100th anniversary of the signing of the Armistice that ended hostilities in World War I. In the war, 116,516 Americans died and over 200,000 were wounded.

Discussion

This is the first year that this Proclamation has gone before Council. In conjunction with this Proclamation, the City of Des Moines is holding a Veterans Day Celebration on November 11, 2018 in the Des Moines Field House in honor of Veterans Day.

Alternatives

None provided.

Financial Impact

No financial impact.

Recommendation/Concurrence

Administration supports Council approving the Proclamation recognizing Bells of Peace, a World War I Centennial Armistice Remembrance.

City of Des Moines



CITY COUNCIL
21630 11th AVENUE S, SUITE A
DES MOINES, WASHINGTON 98198-6398
(206) 878-4595 T.D.D: (206) 824-6024 FAX: (206) 870-6540



Proclamation

WHEREAS, a tolling of bells is a traditional experience of honor and remembrance; and

WHEREAS, a century ago, 4.7 million American sons and daughters put on the uniform to serve our nation and the world in this global conflict; and

WHEREAS, men and women from Des Moines, Washington served selflessly and honorably in World War I; and

WHEREAS, there were 375,000 American casualties including 116,516 deaths; and

WHEREAS, on the 11th hour, of the 11th day, of the 11th month in 1918, an armistice to the fighting was declared; and

WHEREAS, the U.S. World War One Centennial Commission has called upon all Americans across the nation to honor and remember those who served,

NOW THEREFORE, THE DES MOINES COUNCIL HEREBY PROCLAIMS and calls upon the citizens and institutions of Des Moines to toll the bells in honor of

BELLS OF PEACE

A WORLD WAR I CENTENNIAL ARMISTICE REMEMBRANCE

SIGNED this day 8th of November, 2018.



Matt Pina, Mayor

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 24th Ave S Rectangular Rapid
Flashing Beacon (RRFB) Midblock Crossing
Improvements – Public Works Contract

ATTACHMENTS:

1. Public Works Contract
2. West Coast Signal Inc., Bid Proposal
3. Community Shuttle Demonstration Project
Agreement between the City of Des
Moines & King County – Amendment #1
4. CIP Sheet (Update)

FOR AGENDA OF: November 8, 2018

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: November 1, 2018

CLEARANCES:

- ☐ Community Development N/A
- ☐ Marina N/A
- ☐ Parks, Recreation & Senior Services N/A
- ☒ Public Works PHC

CHIEF OPERATIONS OFFICER: DJS

☒ Legal SG

☒ Finance BW

☐ Courts N/A

☐ Police N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for City Council to approve a public works contract (Attachment 1) with West Coast Signal, Inc for the 24th Ave S Rectangular Rapid Flashing Beacon (RRFB) Midblock Crossing Improvements project. The following motion will appear on the Consent Agenda:

Suggested Motion

Motion 1: “I move to approve the Public Works Contract with West Coast Signal, Inc (Contractor) for the 24th Ave S Rectangular Rapid Flashing Beacon (RRFB) Midblock Crossing Improvements, in the amount of \$120,325.50, authorize a construction project contingency in the amount of \$5,000.00, and further authorize the City Manager to sign said Contract substantially in the form as submitted.”

Background

24th Ave S and South 216th Street have been improved as part of the Transportation Gateway Project providing sidewalks and bike lanes on both sides of 24th Ave S from S 208th St to S 216th St and on S 216th Street from 20th Ave S to SR99. Following roadway completion, the buildout of the Des Moines Business Park & the FAA building was realized. Increases in vehicular and non-motorized modes of transportation have been a direct result, including increases in pedestrian demand. Furthermore, the City of SeaTac at the same time completed their 24th/28th Connection project, ultimately connecting the business park and the City's transportation network to SeaTac Airport and the Angle Lake Sound Transit Light Rail Station via 24th Ave S.

Thru the identification of a strategic transit service need along South 216th St and 24th Ave S, in early 2017 King County Metro and the City of Des Moines executed an agreement to provide community shuttle services as part of the King County alternative services program. This collaborative effort provides an alternative transit service that effectively transports riders from the Angle Lake Link Light Rail station to the Des Moines Creek Business Park along 24th Ave S, and follows the South 216th Street corridor to the Des Moines Marina District. As part of the agreement, a midblock pedestrian crossing on 24th Ave S was determined by both parties to be an important need to support increased demand on transit services and associated access to the new business park employment centers. Once the construction of the midblock crossing is completed, King County Metro will install a northbound stop for the community shuttle to provide additional service for the recently built Des Moines Creek Business Park.

City staff has completed the RRFB crosswalk project design utilizing in-house resources and has obtained concurrence from King County Metro. The 24th Ave S Rectangular Rapid Flashing Beacon (RRFB) Midblock Crossing Improvements will consist of constructing a median refuge island, 2 ADA cement concrete curb ramps, a solar powered RRFB crosswalk system utilizing 3 pole locations, and required pedestrian crossing warning signage.

Discussion

City staff solicited for bid proposals via the Municipal Research and Services Center (MRSC) roster on September 12th, 2018 and bids were due on September 27th, 2018. A total of (1) bid for the project was received as well as general correspondence from other contractors that they were not interested due to current construction backlog.

24th Ave S Rectangular Rapid Flashing Beacon (RRFB) Midblock Crossing Improvements BID RESULTS

Engineer's Estimate	\$93,393.00
<u>Contractor Name</u>	<u>Bid Proposal</u>
West Coast Signal, Inc.	\$120,325.50 (Responsive Low Bid)

West Coast Signal, Inc. has been determined to be the responsive low bidder based on their proposal (Attachment 2).

Alternatives

The Council could direct staff to re-submit for construction bids at a later time. However, given the current bidding climate there no guarantee that more contractors would bid this project and costs could increase as has been the recent trend observed thru bid analysis.

Financial Impact

The City's CIP Budget Worksheet includes revenues to achieve full funding for the Public Works Contract with West Coast Signal, Inc. (Attachment 4). Additionally, King County Metro has also agreed to participate financially to a greater degree, additional \$20,000.00, due to the higher than expected bid received to ensure project success (Attachment 3).

Recommendation or Conclusion

Staff recommends adoption of the Motion.

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PUBLIC WORKS CONTRACT between City of Des Moines and West Coast Signal, Inc.

THIS CONTRACT is made and entered into this _____ day of _____, 2018, by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and West Coast Signal, Inc. organized under the laws of the State of Washington, located and doing business at 20111 208th Ave S, Renton WA 98058 (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City as specifically described in Exhibit "A" Scope and Schedule of Work, attached hereto and incorporated herein by reference.

24th Ave S RRFB Midblock Crossing Improvements

- Installation of a solar powered RRFB crosswalk system utilizing 3 pole locations.
- Construct a 46 LF median refuge island with decorative stamped concrete pavement.
- Construct 2 cement concrete curb ramp Type Parallel A.
- Install lane markers, signs and other channelization.

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) (current 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) shall perform any changes in the work in accord 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 Exhibit A attached hereto will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within **15 working days**. 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 **\$120,325.50**, 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 Exhibit A "Scope and Schedule of Work" 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 and the City will make progress payment within 45 days after receipt of the Contractor's 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 30 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 **\$1203.25** 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.

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. The Contractor certifies that, within the three-year period immediately preceding this Project, the Contractor is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

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. If the Contractor 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 Contractor

may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within seven (7) calendar days of the occurrence of the events giving rise to the claims, or within seven (7) calendar days of the date the Contractor 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 Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

At a minimum, a Contractor'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 Contractor'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 Contractor is asserting a schedule change or disruption.

B. Records. The Contractor 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 Contractor'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. Contractor'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 Contractor 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 Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

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 DATE THE CONTRACT WORK IS COMPLETE 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. Contractor 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 in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

The City's inspection or acceptance of any of Contractor'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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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

XVIII. INSURANCE. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, their agents, representatives, employees or subcontractors.

No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage 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

Contractor 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, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20

37 10 01 or substitute endorsements providing equivalent coverage.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. MINIMUM AMOUNTS OF INSURANCE

Contractor 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 and a \$2,000,000 products-completed operations aggregate limit.

C. OTHER INSURANCE PROVISIONS

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they 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 Contractor's insurance and shall not contribute with it.

D. Acceptability of Insurers

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

E. Verification of Coverage

Contractor 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 insurance of the Contractor before commencement of the work.

F. Subcontractors

The Contractor shall have sole responsibility for determining the insurance coverage and limits required, if any, to be obtained by subcontractors, which determination shall be made in accordance with reasonable and prudent business practices.

E. NOTICE OF CANCELLATION

The Contractor shall provide the City and all Additional Insureds for this work with written notice of any policy cancellation, within two business days of their receipt of such notice.

F. FAILURE TO MAINTAIN INSURANCE

Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

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. Pursuant to Chapter 39.08 RCW, the Contractor shall, prior to the execution of the Contract, furnish a performance and payment bond to the City in the full amount of the bid with a surety company as surety, ensuring that the Contractor shall faithfully perform all the provisions of this Contract and pay all laborers, mechanics, and subcontractors and materialmen, and all persons who supply such Contractor or subcontractors with provisions and supplies for the carrying on of such work. Such bond 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 providing such bond 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 bond is 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 bond, 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 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 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.

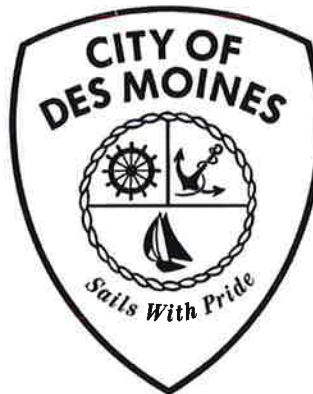
IN WITNESS, the parties below execute this Contract, and certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct. This contract shall become effective on the last date entered below.

CONTRACTOR:	CITY OF DES MOINES:
By: _____ (signature)	By: _____ (signature)
Print Name: _____	Print Name: Michael Matthias
Its _____ (Title)	Its City Manager
DATE: _____	DATE: _____
	Approved as to Form: _____ City Attorney DATE: _____

NOTICES TO BE SENT TO:	NOTICES TO BE SENT TO:
CONTRACTOR:	CITY OF DES MOINES:
Jon Mogensen West Coast Signal, Inc. 20111 208 th Ave SE Renton, WA 98058 (206) 595-6656 (telephone) [Insert Fax Number] (facsimile)	Khai Le, E.I.T City of Des Moines 21630 11 th Avenue S., Suite A Des Moines, WA 98198 (206) 870-6537 (telephone) (206) 870-6596 (facsimile)

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City of Des Moines

Department of Public Works

21650 11th Avenue South

Des Moines, WA 98198-6317

ph: (206)870-6522 fx: (206)870-6596

24TH AVE S

RECTANGULAR RAPID FLASHING BEACON (RRFB)

MIDBLOCK CROSSING IMPROVEMENTS

Bid Documents

SEPTEMBER 2018

Officials of the City of Des Moines

MAYOR

Matt Pina

City Council

Robert Back

Luisa Bang

Traci Buxton

Matt Mahoney

Jeremy Nutting

Vic Pennington

City Manager

Michael Matthias

Planning, Building, and Public Works Director

R. Brandon Carver, PE., P.T.O.E.

Engineer's Statement

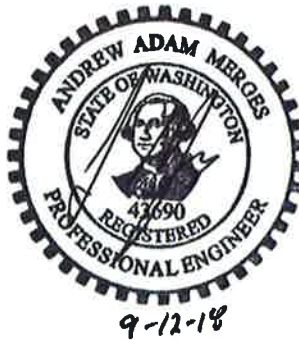
These Specifications and Special Provisions have been prepared, except as noted otherwise, under the direction of a Professional Engineer, registered in the State of Washington, whose seal(s) and signature(s) appear below:



 Engineer's Signature

9-12-18

 Date



Approved For Construction



 Public Works Director

9/12/18

 Date

24th Ave S

RRFB Midblock Crossing Improvements

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APPENDICES

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Advertisement for Bids

City of Des Moines

24th Ave S Rectangular Rapid Flashing Beacon (RRFB) Midblock Crossing Improvements

NOTICE IS HEREBY GIVEN that quotes will be received by, or emailed to, the Engineering Division of the City of Des Moines, Washington, until **4:00 PM, on Sept 27th 2018** in the Public Works Building, 21650 11th Avenue South, or to kle@desmoineswa.gov.

24th Ave S Rectangular Rapid Flashing Beacon (RRFB) Midblock Crossing Improvements

Work contemplated to be performed under this contract is as follows:

- Installation of a solar powered RRFB crosswalk system utilizing 3 pole locations.
- Construct a 46 LF median refuge island with decorative stamped concrete pavement.
- Construct 2 cement concrete curb ramps.
- Install lane markings, signs and other channelization.

This is a Public Works Project which is subject to Prevailing Wages. 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.

Project Location:

24th Ave S, approximately 300 FT South of the 24th Ave S/ S 212th St Intersection.

Project Contact:

Please contact Khai Le, Project Manager at (206) 870-6537 or kle@desmoineswa.gov for any project related questions.

Hard copies of plans and specs are available, contact Khai Le.

Proposal

24th Ave S Rectangular Rapid Flashing Beacon (RRFB) Midblock Crossing Improvements

TO: Khai Le
City of Des Moines
21650 11th Avenue South
Des Moines, WA 98198

The undersigned Bidder hereby certifies that they have examined the site of all the proposed work under this Contract and that they have read and thoroughly understand the Plans, Specifications and other Contract Documents pertaining to this Contract, that they are fully aware of the construction problems and costs involved, and proposes to perform all work for the following stated prices.

The undersigned Bidder hereby agrees to start construction within ten (10) days after the date stated in the Notice to Proceed, and to complete the contract within 15 working days thereafter. This period shall be known as the "Contract Time" for the purposes of the project.

The project is exempt from retail sales (sewer/water relocation) and use tax per WAC 458-20-171, commonly known as Rule 171. This rule exempts the sale of or charge made for labor and services rendered in respect to building, repairing or improving any street, place, road, highway, easement, right of way, bridge, tunnel or trestle which is owned by a municipal corporation that is used for foot or vehicle traffic. Quoters should note that only the labor and services costs are exempt from the sales tax. Tax for materials need to be included in their respective quote items.

The schedule on the Proposal must be completed, or the Bid shall be considered non-responsive. Basis for award shall be total Bid for all items included in the Proposal.

The Owner will correct obvious mathematical errors in quote proposals.

Unit prices for all items, all extensions and the total amount of bid must be shown. All entries must be typed or entered in ink.

Show unit prices in figures. Where conflict occurs between the unit price and the total amount named for any item, the unit price shall prevail, and totals shall be corrected to conform thereto.

Proposal – 24th Ave S RRFB Midblock Crossing Improvements

ITEM NO.	SECTION	ITEM	ESTIMATED QUANTITY	UNIT	UNIT PRICE	Total Price
1	1-04	Minor Change	1	FA	\$2,000.00	\$2,000.00
2	1-09	Mobilization	1	LS	\$7,000.00	\$7,000.00
3	1-10	Project Temporary Traffic Control	1	LS	\$15,085.00	\$15,085.00
4	2-02	Pothole Existing Utility	1	FA	\$2,000.00	\$2,000.00
5	2-02	Removing Cement Conc. Sidewalk, Curb & Gutter, Asphalt Pavement & Planting Strip	1	LS	\$7,242.00	\$7,242.00
6	4-04	Crushed Surfacing Top Course	11	Ton	\$219.00	\$2,409.00
7	5-04	HMA CL 1/2 In. PG 64-22	2	Ton	\$2,135.00	\$4,270.00
8	5-05	Stamped Cement Conc. Pavement	33	SY	\$371.50	\$12,259.50
9	8-01	Inlet Protection	2	Each	\$250.00	\$500.00
10	8-04	Cement Conc. Traffic Curb and Gutter	30	LF	\$119.00	\$3,570.00
11	8-04	Cement Conc. Extruded Curb, Type 6	100	LF	\$58.75	\$5,875.00
12	8-04	Cement Conc. Pedestrian Curb	45	LF	\$102.75	\$4,623.75
13	8-14	Cement Conc. Sidewalk	9	SY	\$363.25	\$3,269.25
14	8-14	Cement Conc. Curb Ramp Type Parallel A	2	Each	\$3,205.00	\$6,410.00
15	8-20	Solar Powered RRFB System, Complete	1	LS	\$36,002.00	\$36,002.00
16	8-21	Permanent Signing & Channelization Markings	1	LS	\$7,810.00	\$7,810.00

Total Bid (In Figures)**\$ 120,325.50****Total Bid (In Words)**One Hundred Twenty Thousand,
\$ Three Hundred Twenty-Five dollars and Fifty cents

Contract Award shall be based on the lowest total quote above.

BID PROPOSAL (Continued)

Registration or license, Division of Professional Licensing:

1. License Number WESTCCS892QG (General)
WESTCCS8928G (Electrical)
2. Date 9/27/2018
3. Contractor's Signature Becky Mogensen
4. Title President

Address of Bidder: 20111 208th Ave SE Renton 98058
Street City Zip

Telephone Number of Bidder (206) 595-6656 (206) 579-3675
Office Home

Email Contacts Jon Mogensen - moge@westcoastsignal.com
Becky Mogensen - accounting@westcoastsignal.com

Non-Collusion Affidavit

CITY OF DES MOINES

STATE OF WASHINGTON)

) ss.

County of King)

Becky Mogensen, being first duly sworn on his oath, says he is President of West Coast Signal, Inc. and that the quote above submitted is a genuine and not a sham or collusive quote, or made in the interest or on behalf of any person not therein named; and he further says that the said Quoter has not directly or indirectly induced or solicited any quoter on the above work or supplies to put in a sham quote, or any other person or corporation to refrain from quoting; and that said Quoter has not in any matter sought by collusion to secure to (her)(him)self an advantage over any other quoter or quoters.


SIGNATURE

Subscribed and sworn to before me this 21st day

of September, 2018.




Notary Public in and for the State of Washington,
Residing at Kent, WA
My commission expires 12-19-20

Certification of Non-Segregated Facilities

The Quoter certifies that s/he does not maintain or provide for his/her employees any segregated facilities at any of her/his establishments, and that s/he does not permit her/his employees to perform their services at any locations under her/his control where segregated facilities are maintained. The undersigned certifies further that s/he will not maintain or provide for her/his employees any segregated facilities at any of her/his establishments, and that s/he will not permit her/his employees to perform their services at any location under her/his control where segregated facilities are maintained. The undersigned agrees that a breach of this certification will be in violation of the Equal Opportunity clause set forth in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.

The undersigned agrees that, except where s/he has obtained identical certification from subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that s/he will obtain identical certifications from subcontractors and that s/he will retain such certifications in her/his files.

DATE: September 27, 2018.

Signature: Becky Mogensen

Name/Title: Becky Mogensen / President

Contractor Name: West Coast Signal, Inc.

Address: 20111 208th Ave SE

City/State/Zip: Renton, WA 98058

Statement of Bidder's Qualifications

Each bidder submitting a proposal on this work shall prepare and submit as part of this quote the following schedule:

1. Name of bidder: West Coast Signal, Inc.
2. Business address and telephone number:
20111 208th Ave SE
Renton, WA 98058
(206) 579-3675
3. How many years has said bidder been engaged in the contracting business under present firm name:
6.75 years
4. Contracts now in hand (gross amount):
\$ 1.5 Million
5. General character of work performed by said company:
Street Lighting, Traffic Signals and RRFB Systems
6. List of more important projects constructed by said company, including approximate costs and dates:
State Avenue Corridor Improvements / \$1,000,000 / 6/16/15 - 2/29/16
Transportation Gateway-Segment 1A / \$704,900 / 3/16/16 - 7/22/17
Sunset Lane NE Improvements / \$550,000 / 11/17/16 - 7/2/18
SR203 Safety Improvements / \$1,100,000 / 10/4/16 - 3/16/18
Harbor Hill Drive Extension / \$614,800 / 9/11/17 - 8/17/18

7. List of company's major equipment:

Service Trucks, Dump truck, Manlift, Auger trucks, Mini excavators, air compressor,

crafco sealant machine, arrow boards

8. Bank references:

Columbia Bank

23924 225th Way SE; Maple Valley, WA 98038

(425) 413-8200

9. Dept. of Labor and Industries' firm number:

223,621-00

10. Dept. of Revenue registration number:

603 149 602

Name of Bidder: West Coast Signal, Inc.

By:

Title:

Date:

President

Statement of Proposed Subcontractors and Material Suppliers

Subcontractors Name, Address and Telephone Number	Description of Work
NPM Construction Company PO Box 1229 Maple Valley, WA 98038 Nando (425) 996-0566	Concrete/Asphalt work scope
Apply-A-Line LLC 175 Roy Road Sw; Bldg C Pacific, WA 98047 (253) 299-1200	Channelization markings

Material Suppliers	Material (major items only)
Traffic Safety & Supply Co 2324 SE Umatilla St Portland, OR 97202 (503) 235-8531	RRFB System, complete



City of Des Moines

PLANNING, BUILDING AND PUBLIC WORKS
 www.desmoineswa.gov
 21650 11TH AVENUE SOUTH
 DES MOINES, WASHINGTON 98198-6317
 (206) 870-6522 FAX (206) 870-6596



September 18, 2018

ATTENTION ALL BIDDERS AND PLAN HOLDERS

City of Des Moines
Planning, Building and Public Works Department
21650 11th Avenue South
Des Moines, WA 98198

Addendum No. 1

The following changes are hereby made to the Contract Documents for the 24th Ave S Rectangular Rapid Flashing Beacon (RRFB) Midblock Crossing Improvements:

Special Provisions

1. Section 5-05.1 Description on page SP24 is supplemented as follows.
 - This work shall also consist of constructing detectable warning surface as shown in the Plans.
2. Section 5-05.4 Measurement on page SP24 is supplemented as follows.
 - Installation of detectable warning surface as shown on Plans shall not be measured but considered incidental to "Stamped Cement Conc. Pavement,"
3. Section 5-05.5 Payment on page SP25 is supplemented as follows.
 - The unit contract price per square yard for "Stamped Cement Conc. Pavement" shall be full pay for installing and finishing stamped cement concrete pavement area, including the detectable warning surface.

Addendum #1 Acknowledged

Barry Merges
 9/27/2018

A. Merges
 Andrew Merges, PE, Executive MPA

The Waterland City
 The Waterland City

Contract AMENDMENT

Project Name: Community Shuttle Demonstration Project Agreement between the City of Des Moines and King County

Partner: City of Des Moines

Contract No: --

Address: 21650 11th Avenue S

Amendment Date : 10/22/2018

Des Moines, WA 98198

Amendment No: 1

AMENDMENT REQUESTED BY

Market Development, KC Metro Transit

Organization

Cathy Snow

Name

Program Manager, Alternative Services

Title

AMENDMENT EFFECTS

- ☒ **Change of Scope**
- ☐ **Method of Payment**
- ☐ **Time of Performance**
- ☒ **Compensation**
- ☐ **Terms and Conditions**
- ☐ **Results of Services**
- ☐ **Other – Contact Persons**

Amendment under Agreement:

Modify the description of construction costs, reimbursement and City financial commitment, identified in Section 3 - *Duties and Responsibilities of the Parties for the Operation and Funding of a Des Moines Community Shuttle Demonstration Project*, item 3.5 - 24th Avenue S. Mid-block Stop Management, first paragraph, as follows:

The City will be responsible for all tasks and activities required for the design, construction and inspection of a midblock transit stop and crossing on 24th Avenue South (the "Improvements"). The Improvements are to include, but are not limited to, ADA ramps, a pedestrian refuge, markings and solar powered rectangular rapid flashing beacons. The lowest responsive bid on the Improvements is \$120,325.50. . The County will reimburse the City for actual construction costs of the Improvements in an amount not to exceed \$70,000 (the "Reimbursement Cap") subject to County review and approval of the design; provided, however, that neither the County's review nor approval of the design plans will relieve the City of its responsibility for the improvements and for any liability that may arise out of the design and construction of such improvements. The City will pay for all other costs associated with the Improvements, including but not limited to administration, engineering, construction, construction contingency and inspection costs, currently estimated to be \$86,000. The County is not responsible for funding any costs associated with the design, construction and maintenance of the improvements except as specifically provided for herein.

IN WITNESS HEREOF, THE PARTIES HERETO HAVE CAUSED THIS AMENDMENT TO BE EXECUTED AND INSTITUTED ON THE DATE FIRST ABOVE WRITTEN.

King County, Washington

By

Title

Date

City of Des Moines, Washington

By

Title

Date

City Manager

10/23/18

APPROVED AS TO FORM:

Des Moines City Attorney

OK For
Signature
LPM
10/23/18

TOTAL PROJECT SCOPE				ACTUAL EXPENDITURES			BUDGET			PROJECT BUDGET ALLOCATIONS BY YEAR PER ADOPTED 6 YEAR PLAN					
Expenditures	1/1/18 Current CIP Budget	2018 CIP Supplemental Request	2018 Revised CIP Budget Estimate	Project to Date 12/31/17	Project To Date 9/30/2018	2018 YTD 9/30/2018	2018 Remaining Budget	Adopted Current Year Budget	Year End Estimate 2018	Estimated Year End 2018	Planned Year 2019	Planned Year 2020	Planned Year 2021	Planned Year 2022	Planned Year 2023
Design					7,968	7,968	(7,968)		7,968	7,968					
Internal Engineering/Project Mgmt		7,968	7,968												
PropROW/Estimates															
Construction															
Internal Engr-Prod Mgmt/ Inspect		5,000	5,000						5,000	5,000					
Construction Contract 1		121,000	121,000						121,000	121,000					
Const Contract 1 - Contract Contingency		5,000	5,000						5,000	5,000					
Other															
Interfund Financial Services		1,260	1,260						1,260	1,260					
Contingencies															
Total Project Expense Budget:					7,968	7,968	(7,968)		140,228	140,228					

Funding Sources	1/1/18 Current CIP Budget	2018 CIP Supplemental Request	2018 Revised CIP Budget Estimate	Project to Date 12/31/17	Project to Date 9/30/2018	2018 YTD 9/30/2018	2018 Remaining Budget	Adopted Current Year Budget	Year End Estimate 2018	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020	Scheduled Year 2021	Scheduled Year 2022	Planned Year 2023
REET 1		70,228	70,228		7,968	7,968	(7,968)		70,228	70,228					
King County Metro									70,000	70,000					
Total Project Revenue Budget:					7,968	7,968	(7,968)		140,228	140,228					

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interlocal Agreement to provide
Municipal Court Service for the City of
Normandy Park

FOR AGENDA OF: November 8, 2018

DEPT. OF ORIGIN: Court

DATE SUBMITTED: October 31, 2018

ATTACHMENTS:

1. Interlocal Agreement between the City of
Normandy Park and the City of Des Moines
for Municipal Court Services and Facilities

CLEARANCES:

- ☐ Community Development
- ☐ Marina
- ☐ Parks, Recreation & Senior Services
- ☐ Public Works

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal 56
- ☒ Finance Baw
- ☒ Court Jo
- ☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is to request the Council's approval of the Interlocal Agreement authorizing the City of Des Moines to continue to provide Municipal Court services and facilities to the City of Normandy Park.

Suggested Motion

"I move to approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines for Municipal Court services and facilities and further authorize the City Manager to sign the agreement substantially in the form as submitted."

Background

The current Interlocal Agreement authorizing the City of Des Moines to provide Municipal Court services to the City of Normandy Park expires on December 31, 2018. Both cities have been satisfied with the current arrangement and would like to renew the agreement. This updated ILA provides the same general terms and will allow the Des Moines Municipal Court to provide services and facilities to the City of Normandy Park until 2023.

Discussion

The City of Normandy Park would like to continue court services with Des Moines Municipal Court. The current per case rates Des Moines charges for criminal cases is \$217.51 and \$62.35 for infraction cases. In the current contract there is a 3.5% yearly increase to the current rate. Beginning in 2019 it is proposed to implement a yearly flat rate of \$47,000. The rate beginning on January 1, 2020 and each first of the year going forward will be subject to an increase of no less than 2% and no more than 3%. In determining what to charge Normandy Park for services, the Court looked at the average cost of Court services for the last thirteen years. In 2017, Normandy Park paid \$40,470 for court services and facilities. Through September 30, 2018 Normandy Park has paid \$30,663 for court services and facilities. No additional costs have been incurred by providing these services to Normandy Park. Furthermore, this rate includes overhead for the city which includes court staff, the judge, probation services and overhead for the city (liability insurance, computer/equipment maintenance and replace etc.).

Normandy Park will continue to receive 100% of the local revenue. Moreover, this contract allows Des Moines Municipal Court to provide probation services and in accordance with RCW 3.62.070 and RCW 39.24.180, Des Moines Municipal Court will keep all probation and pre-trial supervision revenues. Normandy Park is in agreement on a flat-rate system, scheduled fee increases and the Court keeping probation revenues.

Alternatives

Decline to provide court services for Normandy Park.

Financial Impact

The net revenue of this service would be \$47,000 the base year and each additional year of the contract the base rate plus a 2-3% increase. Additionally, any probation revenue receipted.

Recommendation

Staff recommends that the Council approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines.

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF NORMANDY PARK AND
THE CITY OF DES MOINES FOR MUNICIPAL COURT SERVICES AND
FACILITIES**

WHEREAS, the City of Normandy Park (hereafter “Normandy Park”) is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, the City of Des Moines (hereafter “Des Moines”) is a municipal corporation organized under the laws of the State of Washington; and

WHEREAS, each of the parties to this Agreement is authorized under Washington law to operate a municipal court (Chapter 3.50 RCW); and

WHEREAS, Chapter 39.34 RCW (“The Interlocal Cooperation Act”) permits municipal corporations to contract with one another to perform any act that each is independently authorized to perform; and

WHEREAS, RCW 39.34.180 and 3.50.805 authorize municipal corporations to enter into interlocal agreements for municipal court services; and

WHEREAS, Des Moines currently operates a municipal court; and

WHEREAS, Des Moines is willing to provide these municipal court services to Normandy Park; and

NOW, THEREFORE, in consideration for the mutual covenants and promises set forth in this Agreement, and in the exercise of authority granted by the Interlocal Cooperation Act, Chapter 39.34 RCW, Normandy Park and Des Moines do hereby agree to the following:

1. Purpose. The purpose of this Agreement is to provide municipal court services to Normandy Park

2. Administration. The following individuals are designated as representatives of the respective parties. The representatives shall be responsible for administration of this Agreement and for coordinating and monitoring performance under this Agreement. In the event such representatives are changed, the party making the change shall notify the other party.

The City of Des Moines representative shall be Michael Matthias, City Manager.

The Des Moines Court’s representative shall be Jennefer Johnson, Court Administrator.

The City of Normandy Park’s representative shall be Mark Hoppen, City Manager.

No joint acquisition of real or personal property is contemplated hereunder. Normandy Park agrees that court operations under this Agreement will be as provided for by Des Moines Municipal Code Chapter 2.28.

3. Duties of Des Moines. Des Moines shall perform the following duties:

- (a) Provide all municipal court services for Normandy Park. For the purpose of this Agreement, “municipal court services” shall include all local court services currently provided by Des Moines Municipal Court including, filing, processing, adjudication, and penalty enforcement of all Normandy Park cases filed, or to be filed, by Normandy Park in Des Moines Municipal Court. This includes, but is not limited to, issuance of search and arrest warrants, issuance of subpoenas for non-criminal traffic citations to an officer or radar expert on behalf of a defendant when a timely and written request is submitted in conformance with IRLJ 3.1 (a) and local court rules, setting of motions and evidentiary hearings, pre-trials, bench trials, jury trials, sentencing, reviews, post-trial motions and provide court security. Des Moines shall provide all necessary court services personnel, equipment and facilities to perform the foregoing described Municipal Court Services in a timely manner as required by law and court rule.
- (b) Provide facilities, materials, and support staff of the municipal judge(s) and pro tem judge(s).
- (c) Compensate the municipal judge(s) and pro tem judge(s), as per the terms of this Agreement.
- (d) Accept all misdemeanor criminal and infraction filings and timely process and adjudicate the same.
- (e) Remit all revenues due and owed to the State of Washington in connection with Normandy Park cases.
- (f) Provide collection services to collect court-mandated costs and assessments.
- (g) Provide video court services for Normandy Park cases, when the defendants are being held in the King County jail or any other detention facility that offers video court services.
- (h) Provide prisoner transportation to and from any jail facility for all court proceedings or jail commitment purposes.
- (i) Monitored and active probation will be provided by the Des Moines Municipal Court probation services
- (j) Provide a Bench Warrant walk-in calendar for all Normandy Park criminal cases.
- (k) Provide and pay for all language interpretation services.

- (l) Des Moines Court shall pay for all jury fees for Normandy Park Municipal Court cases.

4. Duties of Normandy Park. Normandy Park shall perform the following duties:

- (a) Prosecution. Normandy Park contracts with City of Des Moines through a separate agreement for prosecution services. If that agreement is ever terminated, Normandy Park shall be responsible for providing prosecution services for all misdemeanors, gross misdemeanors, and infractions that are filed on its behalf. Normandy Park prosecution shall provide discovery and subpoena witnesses for its cases.
- (b) Public Defender. Normandy Park shall provide public defense services as needed for its cases and cover all public defense costs for indigent defendants who are charged with misdemeanors and gross misdemeanors in its respective jurisdiction.
- (c) Public Defender for Video Proceedings. Normandy Park shall provide public defense services for all cases heard on video as needed for its cases and cover all public defense costs for indigent defendants who are charged with misdemeanors and gross misdemeanors in its respective jurisdiction.
- (d) Domestic Violence Advocate. Normandy Park shall be responsible for providing domestic violence advocate services. Normandy Park currently contracts with the City of Des Moines through a separate agreement for DV Advocate services.
- (e) Pro Tems. The Normandy Park City Manager will appoint the Des Moines Municipal Judge as the Normandy Park Municipal Judge. The Normandy Park Judge may appoint pro tem when needed.
- (f) Filing of Tickets. Criminal citations and infractions issued by Normandy Park shall be filed with the Des Moines Court within 2 business days after the violation or ticket issuance. If a person is booked in to a Jail facility, Normandy Park Police must fax the police report to the Des Moines Municipal Court no later than 6:00 AM the next day.
- (g) Warrants. Whenever Normandy Park executes a warrant, Normandy Park shall contact the Des Moines Municipal Court and make a return on the warrant as soon as possible.
- (h) Jail Costs. Normandy Park is responsible for incarceration arrangements for its defendants and the cost for such incarceration.
- (i) Appeals. In the event that Normandy Park appeals a case, Normandy Park

will be charged the fee to file a notice of appeal and the costs for preparing and/or copying any tapes.

(j) Normandy Park may direct Des Moines to hold court at an alternate location of Normandy Park's choosing in the event of jurisdictional concerns. Normandy Park will work with Des Moines to facilitate court logistics. As many administrative duties as possible will continue to be performed at the Des Moines Municipal Court. Des Moines shall increase the filing fees or add a supplemental monthly fee for Normandy Park to cover the costs of the satellite court. Des Moines will notify Normandy Park of the effective date of any fee changes. Either party may request mediation as to the amount of a fee change. Normandy Park shall remit the new fees from their effective date even if mediation is requested. In addition, if Normandy Park has required Des Moines to operate a satellite court, either Normandy Park or Des Moines shall have the option to terminate this Agreement on 6 months' notice.

5. Normandy Park Municipal Court Created. Establishment. Each contracting city is creating a municipal court. This court is being established for statutory purposes only. Normandy Park hereby designates the Des Moines Municipal Court to operate as the municipal court for Normandy Park. A case filed in Des Moines Municipal Court will continue to be identified as a case filed by Normandy Park. Normandy Park may revoke the provisions of this subsection. Normandy Park will notify Des Moines of the effective date of such revocation, which may be immediately.

(a) Municipal Judge. The City Manager of Normandy Park shall appoint the current Municipal Judge of Des Moines to preside over its respective municipal court. The appointed Municipal Judge shall be qualified in accordance with state law, including holding a law degree and being admitted to practice law under the laws of the State of Washington. If the position becomes vacant during an appointed term, Des Moines agrees that Normandy Park shall be involved in the selection process regarding its choice of a Judge prior to the appointment.

(b) Court Administrator. The City Manager of Normandy Park shall appoint a Court Administrator to supervise the municipal court. Normandy Park agrees to appoint the current Des Moines Court Administrator to this position. The appointed Court Administrator shall be qualified in accordance with City of Des Moines current job description. If hiring a new Court Administrator, Des Moines agrees that Normandy Park shall be involved in the selection process regarding its choice of a Court Administrator prior to the appointment.

(c) Salary. Normandy Park shall provide that the Judge and Court Administrator be compensated as established by the City of Des Moines.

6. Cost of Contract and Payments. Normandy Park shall pay Des Moines for providing municipal court services a flat rate of \$47,000 per year. On January 1, 2020 and on January 1 of each year thereafter that this Agreement is in effect, the fees set forth

is Section 6 shall be subject to an annual inflator in an amount equal to the Seattle-Tacoma-Bellevue CPI-W for June of the preceding year; with a cap of 3% and a floor of 2% provided, in the event the Seattle-Tacoma-Bellevue CPI-W for June of the preceding year is a negative number the fees set for in Section 6 shall be increased by 2%. For each criminal, traffic, non-traffic and parking citations a filing fee may be imposed by the court on the defendant.

(a) On a monthly basis, Des Moines shall bill Normandy Park \$3,916.66 for amounts due under this Agreement and increase annually based on CPI-W. Normandy Park shall pay the amount due within 45 days of receipt. However, if Normandy Park has a good faith dispute with the amount of the invoice, Normandy Park shall pay the non-disputed amount within the time frame set forth in this section.

7. Compensation for Court Costs. Pursuant to RCW 3.62.070 and RCW 39.24.180, Normandy Park shall receive 100% of Local Court Revenues from Normandy Park Court cases, excluding probation and pre-trial supervision revenues received at the municipal court and excluding traffic school revenues received at the Des Moines Police Department.

(a) In entering into this Agreement for Municipal Court Services, Normandy Park and Des Moines have considered, pursuant to RCW 39.34.180, the anticipated costs of services, anticipated and potential revenues to fund the services, including fines and fees, filing fee recoupment, criminal justice funding, and state sales tax funding.

8. Local Court Revenues Defined. The Local Court Revenues include all fines, forfeited bail, penalties, court cost recoupment and parking ticket payments derived from Normandy Park cases filed after payment of any and all assessments required by state law thereon. Local Court revenues include all revenues defined above received by the Court as of opening of business January 1, 2005. Local Court Revenues exclude:

(a) Restitution or reimbursement to Normandy Park or a crime victim, or other restitution as may be awarded by a judge.

9. Payment of State Assessments. Des Moines will pay on behalf of Normandy Park all amounts due and owed to the State of Washington relating to Normandy Park cases filed at Des Moines Municipal Court out of the gross court revenues received by the Municipal Court on Normandy Park filed cases. Des Moines assumes responsibility for making such payment to the State as agent for Normandy Park on a timely and accurate basis. As full compensation for providing this service to Normandy Park, Des Moines shall be entitled to retain any interest earned on these funds prior to payment to the State.

10. Monthly Reporting and Monthly Payment to City. Des Moines shall provide to Normandy Park a monthly remittance report and a check or wire transfer for Local Court Revenues no later than ten business days after the end of the calendar month. In addition,

Des Moines will provide to Normandy Park a report listing Normandy Park cases filed with Des Moines Municipal Court.

11. Indemnification.

(a) Normandy Park Ordinances, Rules and Regulations. In executing this Agreement, Des Moines does not assume liability or responsibility for or in any way release Normandy Park from any liability or responsibility which arises in whole or in part from the existence or effect of Normandy Park ordinances, rules, or regulations, policies or procedures. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any Normandy Park ordinance, rule, or regulation is at issue, Normandy Park shall defend the same at its sole expense and if judgment is entered or damages are awarded against Normandy Park, Des Moines, or both, Normandy Park shall satisfy the same, including all chargeable costs and attorneys' fees.

(b) Normandy Park Indemnification of Des Moines. Normandy Park shall indemnify, defend, and hold harmless Des Moines, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys fees in defense thereof, for injuries, sickness or death of persons (including employees of Normandy Park), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Normandy Park's acts, errors or omissions with respect to the subject matter of this agreement; provided, however,

(i) Normandy Park's obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole actions or negligence of Des Moines, its officers, agents or employees; and

(ii) Normandy Park's obligation to indemnify, defend, and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of Normandy Park and Des Moines shall apply only to the extent that Normandy Park's actions or negligence caused or contributed thereto.

(c) Des Moines Indemnification of Normandy Park. Des Moines shall indemnify, defend, and hold harmless Normandy Park, its officers, agents and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature whatsoever, including costs and attorneys' fees in defense thereof, for injuries, sickness or death or persons (including employees of Des Moines), or damage to property, or the violation of any person's civil rights, which is caused by or arises out of Des Moines' acts,

errors or omissions with respect to the subject matter of this agreement; provided, however

(i) Des Moines' obligation to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, damage or civil rights violations caused by or resulting from the sole actions or negligence of Normandy Park, its officers, agent or employees; and

(ii) Des Moines' obligation to indemnify, defend and hold harmless for injuries, sickness, death, damage or civil rights violations caused by or resulting from the concurrent actions or negligence of Des Moines and Normandy Park shall apply only to the extent that Des Moines' actions or negligence caused or contributed thereto.

(d) Indemnification for Events Occurring Prior to Termination of Court Services. The obligation to indemnify, defend and hold harmless for those injuries provided for in Sections 11(b) and 11(c) extends to those events occurring prior to the termination of court services under this Agreement. No obligation exists to indemnify for injuries caused by or resulting from events occurring after the last day of court services under this Agreement. The obligation of a party to indemnify, defend, and hold harmless under Sections 11(b) and 11(c) shall survive termination of this Agreement for any event that occurred prior to such termination.

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

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

14. Notice. Any notice or other communication given hereunder shall be deemed sufficient, if in writing and delivered personally to the addressee, or sent by certified or registered mail, return receipt requested, addressed as follows, or to such other address as may be designated by the addressee by written notice to the other party:

To Des Moines: Michael Matthias, City Manager
City of Des Moines
21630 11th Avenue South
Des Moines, WA 98198

To Normandy Park: Mark Hoppen, City Manager
City of Normandy Park
801 SW 174th Street
Normandy Park, WA 98166

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

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

17. Entire Agreement. This Agreement contains the entire understanding between the parties and supersedes any prior understandings and agreements between them regarding the subject matter hereof. There are no other representations, agreements, or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement. No amendment of, or supplement to, this Agreement shall be valid or effective unless made in writing and executed by the parties hereto.

18. Mediation/Arbitration Clause. If a dispute arises from or relates to this Agreement or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under the American Arbitration Association's Rules before resorting to arbitration. The mediator may be selected by agreement of the parties or through the American Arbitration Association. Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration which shall be conducted under the American Arbitration Association's Arbitration Rules. The arbitrator may be selected by agreement of the parties or through the American Arbitration Association. All fees and expenses for mediation or arbitration shall be borne by the parties equally. However, each party shall bear the expense of its own counsel, experts, witnesses, and preparation and presentation of evidence.

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

20. Duration and Termination. The terms of this Agreement shall be for a period of five (5) years. The Agreement shall take effect on January 1, 2019 or as soon thereafter as all of the following events have occurred:

(a) Approval of the Agreement by the official action of the governing bodies of each of the parties hereto.

(b) Execution of the Agreement by the duly authorized representative of each of the parties hereto.

(c) Filing a copy of this Agreement with King County Department of Records and Elections.

(d) Either party may elect to terminate this Agreement by written notice of termination to the other party delivered by regular mail to the contact person identified herein. Said termination shall become effective one-hundred eighty (180) days from the date of receipt of said written notice.

DATED this 9th day of October, 2018.

CITY OF DES MOINES

By _____
Michael Matthias, City Manager
By direction of the City Council

Taken _____

//

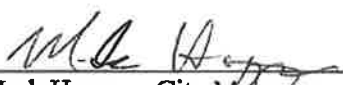
Attest:

City Clerk

Approved as to Form:

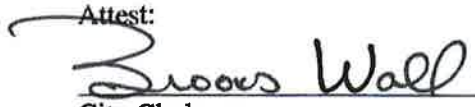
Tim George, City Attorney

CITY OF NORMANDY PARK


Mark Hoppen, City Manager
By direction of the City Council

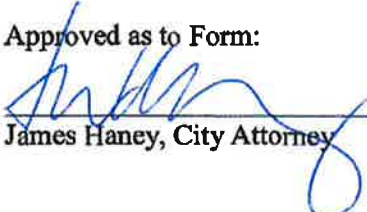
Taken October 9, 2018

Attest:



City Clerk

Approved as to Form:



James Haney, City Attorney

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Ecology's Shoreline Master Program
Periodic Review Grant Amendment

FOR AGENDA OF: November 8, 2018

DEPT. OF ORIGIN: Community Development

DATE SUBMITTED: October 31, 2018

ATTACHMENTS:

1. Washington State Department of Ecology
Shoreline Master Program Periodic Review
Amendment No. 1 to Agreement No.
SEASMP-1719-DeMDSD-00034
2. Shoreline Master Program Periodic Review
Agreement

CLEARANCES:

- ☒ Community Development *SMC*
☐ Marina _____
☐ Parks, Recreation & Senior Services _____
☐ Public Works _____

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal *JB*
☒ Finance *Law*
☐ Courts _____
☐ Police _____

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

Purpose and Recommendation

The purpose of this agenda item is to provide information enabling the Council to take action on Amendment No. 1 to the Washington State Department of Ecology Shoreline Master Program Periodic Review Grant for 2018-2019, increasing the original grant amount from \$20,000 to \$25,000 (Attachment 1).

Suggested Motion

Motion 1: "I move to approve the Shoreline Master Program Periodic Review Grant Amendment No. 1 to Agreement No. SEASMP-1719-DeMDSD-00034 between the City of Des Moines and the Washington State Department of Ecology, and authorize the City Manager to sign the Amendment substantially in the form as attached."

Background

The City Council approved the original grant amount of \$20,000 on July 26, 2018. The grant provides partial funding for the City's 2018-2019 Shoreline Master Program (SMP) periodic review and update. There is no requirement for the City to provide matching funds for this grant.

Discussion

A periodic review of the Shoreline Master Program (SMP) is required pursuant to Chapter 90.58 RCW and Chapter 173-26 WAC. The purpose of the SMP periodic review is:

- To assure that the master program complies with applicable State law and guidelines in effect at the time of the review,
- To assure consistency of the master program with the City's comprehensive plan and development regulations adopted under chapter 36.70A RCW,
- To consider amendments needed to address changes in City policy, and
- To facilitate review of projects by clarifying SMP content that it is not currently clear.

The additional funds will support staff efforts on the regulatory review and update tasks.

Alternatives

1. The City Council may accept the SMP Periodic Review Amendment No. 1 to Grant Agreement No. SEASMP-1719-DeMDSD-00034 between the City of Des Moines and the Washington State Department of Ecology.
2. The City Council may decline the SMP Periodic Review Amendment No. 1 to Grant Agreement No. SEASMP-1719-DeMDSD-00034 between the City of Des Moines and the Washington State Department of Ecology and forego the grant funds. (Not recommended).

Financial Impact

If the City Council accepts the grant amendment, there will be an additional \$5,000 provided to the City from the Washington State Department of Ecology. If the City Council does not accept the grant, then the City will need to use additional General Fund monies for staff time to review and update the SMP. The periodic review of the SMP is required by the State of Washington pursuant to Chapter 90.58 RCW and Chapter 173-26 WAC whether or not City Council accepts the grant.

Recommendation

Staff recommends that the City Council accept the SMP Periodic Review Grant Amendment No. 1 to Agreement No. SEASMP-1719-DeMDSD-00034.



**AMENDMENT NO. 1
TO AGREEMENT NO. SEASMP-1719-DeMDSD-00034
BETWEEN
THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
City of Des Moines**

PURPOSE: To amend the above-referenced agreement (AGREEMENT) between the state of Washington Department of Ecology (ECOLOGY) and City of Des Moines (RECIPIENT) for the Shoreline Master Program – Periodic Review (PROJECT).

The purpose of Amendment 1 is to increase the project budget by \$5,000.00. The total project award under the amended agreement is changed from \$20,000 to \$25,000.

Amendment 1 adds funding to the following tasks:

-Task 4 Review Shoreline Master Program and draft revisions, if needed, will increase from \$465 to \$5,465 (an addition of \$5,000).

IT IS MUTUALLY AGREED that the AGREEMENT is amended as follows:

Total Cost:

Original: 20,000.00 Amended: 25,000.00

Total Eligible Cost:

Original: 20,000.00 Amended: 25,000.00

CHANGES TO THE BUDGET

Funding Distribution EG190046

Funding Title: Environmental Legacy Stewardship Account (ELSA)

Funding Type: Grant

Funding Effective Date: 07/01/2017

Funding Expiration Date: 06/30/2019

Funding Source:

Title: Environmental Legacy Stewardship Account (ELSA)

Type: State

Funding Source %: 100%

Description: Shorelands Periodic Review of Shoreline Master Program

Approved Indirect Costs Rate: Approved State Indirect: 30%
Recipient Match %: 0%
InKind Interlocal Allowed: No
InKind Other Allowed: No
Is this Funding Distribution used to match a federal grant? No

Environmental Legacy Stewardship Account (ELSA)	Task Total
Review Shoreline Master Program and draft revisions, if needed	\$ 5,465.00
Local SMP or Findings of Adequacy Adoption Process	\$ 1,885.00
Secure Consultant Services	\$ 500.00
Public Participation	\$ 15,390.00
Project Oversight: Coordination, Management, and Administration	\$ 1,760.00
Total: \$ 25,000.00	

CHANGES TO SCOPE OF WORK

Task Number: 4 Task Cost: \$5,465.00

Task Title: Review Shoreline Master Program and draft revisions, if needed

Task Description:

The RECIPIENT will:

A. Review the SMP to determine if revisions are needed

1. Review amendments to RCW 90.58 and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance. Ecology will provide a checklist of legislative and rule amendments to assist local governments with this review.
2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them. Document the consistency analysis to support proposed changes to the Shoreline Master Program.
3. Conduct additional analysis deemed necessary to address changing local circumstances, new information or improved data.

B. Draft revised SMP goals, policies and regulations, or prepare Finding of Adequacy

1. Prepare amended goals and policies or regulations identified through the review process. Use the checklist to identify where in the SMP changes are made to address applicable statutory or regulatory changes.
2. Where the review conducted under Task 4A concludes no changes are necessary, prepare draft Findings of Adequacy.

Task Goal Statement:

To review the SMP to determine if changes are necessary, and revise the SMP if changes are deemed necessary.

Task Expected Outcome:

A completed Periodic Review Checklist documenting the public review of the SMP, and either initial draft SMP amendments or draft Findings of Adequacy.

Recipient Task Coordinator: Jason Woycke

Deliverables

Number	Description	Due Date
4.1	A Periodic Review Checklist documenting consideration of statutory amendments, and internal consistency review. Upload to EAGL.	
4.2	Draft SMP amendments or Findings of Adequacy and supporting documentation. Upload to EAGL.	
4.3	Update in progress report.	

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Environmental Legacy Stewardship Account (ELSA)	0 %	\$ 0.00	\$ 25,000.00	\$ 25,000.00
Total		\$ 0.00	\$ 25,000.00	\$ 25,000.00

AUTHORIZING SIGNATURES

All other terms and conditions of the original Agreement including any Amendments remain in full force and effect, except as expressly provided by this Amendment.

The signatories to this Amendment represent that they have the authority to execute this Amendment and bind their respective organizations to this Amendment.

This amendment will be effective 08/16/2018.

IN WITNESS WHEREOF: the parties hereto, having read this Amendment in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
Department of Ecology

City of Des Moines

By: _____

Gordon White

Date

Shorelands

Program Manager

By: _____

Michael Matthias

Date

City Manager

Template Approved to Form by
Attorney General's Office

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Agreement No. SEASMP-1719-DeMDSD-00034

SHORELANDS SHORELINE MASTER PROGRAM (1719) AGREEMENT

BETWEEN

THE STATE OF WASHINGTON DEPARTMENT OF ECOLOGY

AND

CITY OF DES MOINES

This is a binding Agreement entered into by and between the state of Washington, Department of Ecology, hereinafter referred to as "ECOLOGY," and City of Des Moines, hereinafter referred to as the "RECIPIENT," to carry out with the provided funds activities described herein.

GENERAL INFORMATION

Project Title:	Shoreline Master Program – Periodic Review
Total Cost:	\$20,000.00
Total Eligible Cost:	\$20,000.00
Ecology Share:	\$20,000.00
Recipient Share:	\$0.00
The Effective Date of this Agreement is:	07/01/2017
The Expiration Date of this Agreement is no later than:	06/30/2019
Project Type:	Periodic Review of the Shoreline Master Program

Project Short Description:

The RECIPIENT will complete a periodic review of the Shoreline Master Program (SMP) that is developed and adopted in a manner consistent with requirements of the Shoreline Management Act (SMA), RCW 90.58, and its implementing rules, WAC 173-26, including the Shoreline Master Program Guidelines (Guidelines).

Project Long Description:

The purpose of the SMP periodic review is (a) To assure that the master program complies with applicable law and guidelines in effect at the time of the review, and (b) To assure consistency of the master program with the local government's comprehensive plan and development regulations adopted under RCW 36.70A, if applicable. Local governments should also consider amendments needed to address changed circumstances, new information or improved data.

Overall Goal:

Periodic Review Checklist and draft SMP amendment or Findings of Adequacy.

State of Washington Department of Ecology
 Agreement No: SEASMP-1719-DeMDSD-00034
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Des Moines

RECIPIENT INFORMATION

Organization Name: City of Des Moines

Federal Tax ID: 91-6016496

DUNS Number: 079270443

Mailing Address: 21630 11th Ave S, Ste D
 Des Moines, WA 98198-6398

Physical Address: 21630 11th Ave S, Ste D
 Des Moines, Washington 98198-6398

Organization Fax: (206) 870-6544

Contacts

Project Manager	Jason Woycke Planner II 21630 11th Ave S, Ste D Des Moines, Washington 98198-6398 Email: jwoycke@desmoineswa.gov Phone: (206) 870-6595
Billing Contact	Jason Woycke Planner II 21630 11th Ave S, Ste D Des Moines, Washington 98198-6398 Email: jwoycke@desmoineswa.gov Phone: (206) 870-6595
Authorized Signatory	Michael Matthias City Manager 21630 11th AVE S Des Moines, Washington 98198 Email: mmatthias@desmoineswa.gov Phone: (206) 824-5700

State of Washington Department of Ecology
 Agreement No: SEASMP-1719-DcMDSD-00034
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Des Moines

ECOLOGY INFORMATION

Mailing Address: Department of Ecology
 Shorelands
 PO BOX 47600
 Olympia, WA 98504-7600

Physical Address: Shorelands
 300 Desmond Drive SE
 Lacey, WA 98503

Contacts

Project Manager	Misty Blair 3190 - 160th Ave SE Bellevue, Washington 98008-5452 Email: mbla461@ecy.wa.gov Phone: (425) 649-4309
Financial Manager	Amy Krause PO Box 47600 Olympia, Washington 98504-7600 Email: amkr461@ecy.wa.gov Phone: (360) 407-7107

State of Washington Department of Ecology
 Agreement No: SEASMP-1719-DeMDSD-00034
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Des Moines

AUTHORIZING SIGNATURES

RECIPIENT agrees to furnish the necessary personnel, equipment, materials, services, and otherwise do all things necessary for or incidental to the performance of work as set forth in this Agreement.

RECIPIENT acknowledges that they had the opportunity to review the entire Agreement, including all the terms and conditions of this Agreement, Scope of Work, attachments, and incorporated or referenced documents, as well as all applicable laws, statutes, rules, regulations, and guidelines mentioned in this Agreement. Furthermore, the RECIPIENT has read, understood, and accepts all requirements contained within this Agreement.

This Agreement contains the entire understanding between the parties, and there are no other understandings or representations other than as set forth, or incorporated by reference, herein.

No subsequent modifications or amendments to this agreement will be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and ECOLOGY and made a part of this agreement. ECOLOGY and RECIPIENT may change their respective staff contacts without the concurrence of either party.

This Agreement shall be subject to the written approval of Ecology's authorized representative and shall not be binding until so approved.

The signatories to this Agreement represent that they have the authority to execute this Agreement and bind their respective organizations to this Agreement.

IN WITNESS WHEREOF: the parties hereto, having read this Agreement in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

Washington State
 Department of Ecology

City of Des Moines

By: Gordon White 9/13/18

By: Michael Matthias 7/27/2018

Gordon White
 Shorelands
 Program Manager

Michael Matthias
 City Manager

Template Approved to Form by
 Attorney General's Office

APPROVED AS TO FORM:
Des Moines City Attorney

State of Washington Department of Ecology
 Agreement No: SEASMP-1719-DcMDSD-00034
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Des Moines

SCOPE OF WORK

Task Number: 1 **Task Cost: \$1,760.00**

Task Title: Project Oversight: Coordination, Management, and Administration

Task Description:

Project Oversight

The RECIPIENT shall provide services necessary to complete the scope of work in compliance with this ECOLOGY grant. Oversight services include 1) project coordination, 2) project management, and 3) project administration.

1.1 Project Coordination:

- A. The RECIPIENT shall coordinate throughout the SMP review process with ECOLOGY. The RECIPIENT will provide ECOLOGY opportunities to review draft deliverables at appropriate intervals. ECOLOGY will provide ongoing technical assistance, and will evaluate consistency of deliverables with the Shoreline Management Act and applicable guidelines throughout the review process.
- B. The RECIPIENT shall coordinate with other applicable federal, state and local agencies, neighboring jurisdictions, and Indian tribes as provided in the Guidelines and SMA procedural rules. In addition, the RECIPIENT will consult with other appropriate entities which may have useful information if necessary.

1.2 Project Management:

- A. The RECIPIENT shall conduct activities including compliance with state statutes and rules, project scheduling, adherence to the scope of work, timelines, and due dates; request for, and if applicable, conducting the competitive procurement process including preparation of contractor bidding documents, advertisements, and grant monitoring.

1.3 Project Administration:

- A. The RECIPIENT shall submit quarterly progress reports and payment requests (PRPRs) with supporting documentation; maintain project records, and be in compliance of deliverables on content and established due dates.

Task Goal Statement:

Properly managed and fully documented project that meets ECOLOGY's grant administration requirements.

Task Expected Outcome:

- * Timely and complete submittal of requests for reimbursement, quarterly progress reports and recipient closeout report.
- * Properly maintained project documentation.

State of Washington Department of Ecology
Agreement No: SEASMP-1719-DcMDSD-00034
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Des Moines

Recipient Task Coordinator: Jason Woycke

Project Oversight: Coordination, Management, and Administration

Deliverables

Number	Description	Due Date
1.1	Progress Reports	
1.2	Recipient Closeout Report	06/30/2019

State of Washington Department of Ecology
 Agreement No: SEASMP-1719-DcMDSD-00034
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Des Moines

SCOPE OF WORK

Task Number: 2

Task Cost: \$500.00

Task Title: Secure Consultant Services

Task Description:

If applicable, the RECIPIENT will:

A. Secure qualified consultant services: In accordance with the RECIPIENT procurement procedures, (if none, then State procurement procedures), the RECIPIENT will enter into a contract with the selected consultant(s) and prepare a sub agreement in accordance with the scope of work in this agreement.

Task Goal Statement:

To ensure the RECIPIENT has qualified personnel to conduct the scope of this project.

Task Expected Outcome:

Contract and sub-agreement with consultant(s) (if applicable).

Recipient Task Coordinator: Jason Woycke

Secure Consultant Services

Deliverables

Number	Description	Due Date
2.1	Final signed consulting contract. Upload to EAGL.	
2.2	Update in progress report.	

State of Washington Department of Ecology
 Agreement No: SEASMP-1719-DcMDSD-00034
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Des Moines

SCOPE OF WORK

Task Number: 3 **Task Cost: \$15,390.00**

Task Title: Public Participation

Task Description:

The RECIPIENT will:

A. Develop Public Participation Plan: Prepare and disseminate a public participation plan to invite and encourage public involvement in the SMP periodic review consistent with WAC 173-26-090. The public participation plan should include applicable local requirements such as planning commission review and formal hearings, as well as applicable state notice requirements.

B. Conduct public participation activities: Implement the public participation plan throughout the course of the SMP periodic review process.

Task Goal Statement:

To inform and involve all stakeholders in the SMP periodic review process.

Task Expected Outcome:

Continuous public participation activities throughout the SMP periodic review process.

Recipient Task Coordinator: Jason Woycke

Public Participation

Deliverables

Number	Description	Due Date
3.1	Public Participation Plan. Upload to EAGL.	
3.2	Updates of public involvement activities in progress report.	

State of Washington Department of Ecology
 Agreement No: SEASMP-1719-DcMDSD-00034
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Des Moines

SCOPE OF WORK

Task Number: 4 **Task Cost: \$465.00**

Task Title: Review Shoreline Master Program and draft revisions, if needed

Task Description:

The RECIPIENT will:

A. Review the SMP to determine if revisions are needed

1. Review amendments to RCW 90.58 and Ecology rules that have occurred since the Shoreline Master Program was last amended, and determine if local amendments are needed to maintain compliance. Ecology will provide a checklist of legislative and rule amendments to assist local governments with this review.
2. Review changes to the comprehensive plan and development regulations to determine if the Shoreline Master Program policies and regulations remain consistent with them. Document the consistency analysis to support proposed changes to the Shoreline Master Program.
3. Conduct additional analysis deemed necessary to address changing local circumstances, new information or improved data.

B. Draft revised SMP goals, policies and regulations, or prepare Finding of Adequacy

1. Prepare amended goals and policies or regulations identified through the review process. Use the checklist to identify where in the SMP changes are made to address applicable statutory or regulatory changes.
2. Where the review conducted under Task 4A concludes no changes are necessary, prepare draft Findings of Adequacy.

Task Goal Statement:

To review the SMP to determine if changes are necessary, and revise the SMP if changes are deemed necessary.

Task Expected Outcome:

A completed Periodic Review Checklist documenting the public review of the SMP, and either initial draft SMP amendments or draft Findings of Adequacy.

Recipient Task Coordinator: Jason Woycke

Review Shoreline Master Program and draft revisions, if needed

Deliverables

Number	Description	Due Date
4.1	A Periodic Review Checklist documenting consideration of statutory amendments, and internal consistency review. Upload to EAGL.	
4.2	Draft SMP amendments or Findings of Adequacy and supporting documentation. Upload to EAGL.	

State of Washington Department of Ecology
 Agreement No: SEASMP-1719-DeMDSD-00034
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Des Moines

SCOPE OF WORK

Task Number: 5 **Task Cost: \$1,885.00**

Task Title: Local SMP or Findings of Adequacy Adoption Process

Task Description:

The RECIPIENT will:

Conduct a local review and adoption process for the proposed Shoreline Master Program as provided in the SMA, WAC 173-26, and the State Environmental Policy Act (SEPA). Where amendments to the SMP are proposed they shall contain applicable shoreline goals, policies or regulations together with copies of any provisions adopted by reference. Where no changes are needed, the local process will include formal Findings of Adequacy.

A. Assemble complete Final Draft SMP amendment or Findings of Adequacy

Assemble a complete SMP amendment for review and approval by the local jurisdictional governing body. Where the review determined that no changes are needed, prepare formal Findings of Adequacy.

B. Complete SEPA review and documentation

Conduct SEPA review pursuant to the State Environmental Policy Act (RCW 43.21C).

C. Provide GMA 60-day notice of intent to adopt

For local governments planning under the Growth Management Act, notify ECOLOGY and the Department of Commerce of intent to adopt the SMP amendment at least 60 days in advance of final local approval, pursuant to RCW 36.70A.106.

D. Hold public hearing

Hold at least one public hearing prior to local adoption of the draft SMP or Findings of Adequacy, consistent with the requirements of WAC 173-26-100 or WAC 173-26-104.

E. Prepare a responsiveness summary

Prepare a summary responding to all comments received during the public hearing and the public comment period. The names and mailing addresses of all interested parties providing comment shall be compiled.

F. Adopt SMP and submit to ECOLOGY

Complete the adoption process for the SMP update under either WAC 173-26-100 or WAC 173-26-104 and submit the locally-adopted Draft SMP amendment or Findings of Adequacy and Periodic Review Checklist to ECOLOGY under WAC 173-26-110.

Task Goal Statement:

To complete a locally adopted Shoreline Master Program amendment or Findings of Adequacy.

Task Expected Outcome:

A locally adopted Shoreline Master Program amendment or Findings of Adequacy.

State of Washington Department of Ecology
 Agreement No: SEASMP-1719-DcMDSD-00034
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Des Moines

Recipient Task Coordinator: Jason Woycke

Local SMP or Findings of Adequacy Adoption Process

Deliverables

Number	Description	Due Date
5.1	A draft SMP amendment or Findings of Adequacy, with relevant supporting documentation, and a complete Periodic Review checklist. (Task 5.A). Upload to EAGL.	
5.2	SEPA products: Checklist; Threshold Determination; SEPA notice. (Task 5.B). Upload to EAGL.	
5.3	Evidence of compliance with GMA notice requirements. (Task 5.C). Upload to EAGL.	
5.4	Public hearing record. (Task 5.D). Upload to EAGL.	
5.5	Response to comments received. (Task 5.E). Upload to EAGL.	
5.6	Locally adopted draft SMP amendment or Findings of Adequacy and Periodic Review Checklist. (Task 5.F). Upload to EAGL.	

State of Washington Department of Ecology
 Agreement No: SEASMP-1719-DcMDS-00034
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Des Moines

BUDGET

Funding Distribution EG190046

NOTE: The above funding distribution number is used to identify this specific agreement and budget on payment remittances and may be referenced on other communications from ECOLOGY. Your agreement may have multiple funding distribution numbers to identify each budget.

Funding Title: Environmental Legacy Stewardship Account (Funding Type: Grant
 Funding Effective Date: 07/01/2017 Funding Expiration Date: 06/30/2019
 Funding Source:

Title: Environmental Legacy Stewardship Account (ELSA)
 Type: State
 Funding Source %: 100%
 Description: Shorelands Periodic Review of Shoreline Master Program

Approved Indirect Costs Rate: Approved State Indirect Rate: 30%
 Recipient Match %: 0%
 InKind Interlocal Allowed: No
 InKind Other Allowed: No
 Is this Funding Distribution used to match a federal grant? No

Environmental Legacy Stewardship Account (ELSA)	Task Total
Project Oversight: Coordination, Management, and Administration	\$ 1,760.00
Secure Consultant Services	\$ 500.00
Public Participation	\$ 15,390.00
Review Shoreline Master Program and draft revisions, if needed	\$ 465.00
Local SMP or Findings of Adequacy Adoption Process	\$ 1,885.00

Total: \$ 20,000.00

Funding Distribution Summary

Recipient / Ecology Share

Funding Distribution Name	Recipient Match %	Recipient Share	Ecology Share	Total
Environmental Legacy Stewardship Account (ELSA)	0.00 %	\$ 0.00	\$ 20,000.00	\$ 20,000.00
Total		\$ 0.00	\$ 20,000.00	\$ 20,000.00

AGREEMENT SPECIFIC TERMS AND CONDITIONS

N/A

SPECIAL TERMS AND CONDITIONS

The RECIPIENT will negotiate the task deliverable due dates with ECOLOGY's Project Manager.

The task deliverable due dates will be managed by and through the Deliverable Due Date form located on the Application Menu – Forms page in EAGL. (Note: This form does not automatically print out with the agreement).

The RECIPIENT will coordinate and keep track of these dates with ECOLOGY's Project Manager and will note any changes on the quarterly progress reports.

GENERAL FEDERAL CONDITIONS

If a portion or all of the funds for this agreement are provided through federal funding sources or this agreement is used to match a federal grant award, the following terms and conditions apply to you.

A. CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION:

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.
2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.
4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled

“CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.
7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.
8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment. RECIPIENT/CONTRACTOR must run a search in <http://www.sam.gov> and print a copy of completed searches to document proof of compliance.

B. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REPORTING REQUIREMENTS:

CONTRACTOR/RECIPIENT must complete the FFATA Data Collection Form (ECY 070-395) and return it with the signed agreement to ECOLOGY.

Any CONTRACTOR/RECIPIENT that meets each of the criteria below must report compensation for its five top executives using the FFATA Data Collection Form.

- Receives more than \$25,000 in federal funds under this award.
- Receives more than 80 percent of its annual gross revenues from federal funds.
- Receives more than \$25,000,000 in annual federal funds.

Ecology will not pay any invoices until it has received a completed and signed FFATA Data Collection Form. Ecology is required to report the FFATA information for federally funded agreements, including the required DUNS number, at www.fsr.gov <http://www.fsr.gov> within 30 days of agreement signature. The FFATA information will be available to the public at www.usaspending.gov <http://www.usaspending.gov>.

For more details on FFATA requirements, see www.fsr.gov <http://www.fsr.gov>.

GENERAL TERMS AND CONDITIONS

Pertaining to Grant and Loan Agreements With the state of Washington, Department of Ecology

GENERAL TERMS AND CONDITIONS AS OF LAST UPDATED 1/22/2018 VERSION

1. ADMINISTRATIVE REQUIREMENTS

- a) RECIPIENT shall follow the "Administrative Requirements for Recipients of Ecology Grants and Loans – EAGL Edition." (<https://fortress.wa.gov/ecy/publications/SummaryPages/1701004.html>)
- b) RECIPIENT shall complete all activities funded by this Agreement and be fully responsible for the proper management of all funds and resources made available under this Agreement.
- c) RECIPIENT agrees to take complete responsibility for all actions taken under this Agreement, including ensuring all subgrantees and contractors comply with the terms and conditions of this Agreement. ECOLOGY reserves the right to request proof of compliance by subgrantees and contractors.
- d) RECIPIENT's activities under this Agreement shall be subject to the review and approval by ECOLOGY for the extent and character of all work and services.

2. AMENDMENTS AND MODIFICATIONS

This Agreement may be altered, amended, or waived only by a written amendment executed by both parties. No subsequent modification(s) or amendment(s) of this Agreement will be of any force or effect unless in writing and signed by authorized representatives of both parties. ECOLOGY and the RECIPIENT may change their respective staff contacts and administrative information without the concurrence of either party.

3. ARCHAEOLOGICAL AND CULTURAL RESOURCES

RECIPIENT shall take reasonable action to avoid, minimize, or mitigate adverse effects to archeological and historic resources. The RECIPIENT must agree to hold harmless the State of Washington in relation to any claim related to historical or cultural artifacts discovered, disturbed, or damaged due to the RECIPIENT's project funded under this Agreement.

RECIPIENT shall:

- a) Contact the ECOLOGY Program issuing the grant or loan to discuss any Cultural Resources requirements for their project:
 - For capital construction projects or land acquisitions for capital construction projects, if required, comply with Governor Executive Order 05-05, Archaeology and Cultural Resources.
 - For projects with any federal involvement, if required, comply with the National Historic Preservation Act.
 - Any cultural resources federal or state requirements must be completed prior to the start of any work on the project site.
- b) If required by the ECOLOGY Program, submit an Inadvertent Discovery Plan (IDP) to ECOLOGY prior to implementing any project that involves ground disturbing activities. ECOLOGY will provide the IDP form. RECIPIENT shall:
 - Keep the IDP at the project site.
 - Make the IDP readily available to anyone working at the project site.
 - Discuss the IDP with staff and contractors working at the project site.
 - Implement the IDP when cultural resources or human remains are found at the project site.
- c) If any archeological or historic resources are found while conducting work under this Agreement:
 - Immediately stop work and notify the ECOLOGY Program, the Department of Archaeology and Historic Preservation at (360) 586-3064, any affected Tribe, and the local government.
- d) If any human remains are found while conducting work under this Agreement:

- Immediately stop work and notify the local Law Enforcement Agency or Medical Examiner/Coroner's Office, and then the ECOLOGY Program.
- e) Comply with RCW 27.53, RCW 27.44.055, and RCW 68.50.645, and all other applicable local, state, and federal laws protecting cultural resources and human remains.

4. ASSIGNMENT

No right or claim of the RECIPIENT arising under this Agreement shall be transferred or assigned by the RECIPIENT.

5. COMMUNICATION

RECIPIENT shall make every effort to maintain effective communications with the RECIPIENT's designees, ECOLOGY, all affected local, state, or federal jurisdictions, and any interested individuals or groups.

6. COMPENSATION

- a) Any work performed prior to effective date of this Agreement will be at the sole expense and risk of the RECIPIENT. ECOLOGY must sign the Agreement before any payment requests can be submitted.
- b) Payments will be made on a reimbursable basis for approved and completed work as specified in this Agreement.
- c) RECIPIENT is responsible to determine if costs are eligible. Any questions regarding eligibility should be clarified with ECOLOGY prior to incurring costs. Costs that are conditionally eligible require approval by ECOLOGY prior to expenditure.
- d) RECIPIENT shall not invoice more than once per month unless agreed on by ECOLOGY.
- e) ECOLOGY will not process payment requests without the proper reimbursement forms, Progress Report and supporting documentation. ECOLOGY will provide instructions for submitting payment requests.
- f) ECOLOGY will pay the RECIPIENT thirty (30) days after receipt of a properly completed request for payment.
- g) RECIPIENT will receive payment through Washington State Department of Enterprise Services' Statewide Payee Desk. RECIPIENT must register as a payee by submitting a Statewide Payee Registration form and an IRS W-9 form at the website, <http://www.des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/default.aspx>. For any questions about the vendor registration process contact the Statewide Payee Help Desk at (360) 407-8180 or email payeehelpdesk@watech.wa.gov.
- h) ECOLOGY may, at its sole discretion, withhold payments claimed by the RECIPIENT if the RECIPIENT fails to satisfactorily comply with any term or condition of this Agreement.
- i) Monies withheld by ECOLOGY may be paid to the RECIPIENT when the work described herein, or a portion thereof, has been completed if, at ECOLOGY's sole discretion, such payment is reasonable and approved according to this Agreement, as appropriate, or upon completion of an audit as specified herein.
- j) RECIPIENT must submit within thirty (30) days after the expiration date of this Agreement, all financial, performance, and other reports required by this agreement. Failure to comply may result in delayed reimbursement.

7. COMPLIANCE WITH ALL LAWS

RECIPIENT agrees to comply fully with all applicable federal, state and local laws, orders, regulations, and permits related to this Agreement, including but not limited to:

- a) RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.
- b) RECIPIENT agrees to be bound by all applicable federal and state laws, regulations, and policies against discrimination.
- c) RECIPIENT certifies full compliance with all applicable state industrial insurance requirements.
- d) RECIPIENT agrees to secure and provide assurance to ECOLOGY that all the necessary approvals and permits required by authorities having jurisdiction over the project are obtained. RECIPIENT must include time in their project timeline for the permit and approval processes.

ECOLOGY shall have the right to immediately terminate for cause this Agreement as provided herein if the RECIPIENT fails to comply with above requirements.

If any provision of this Agreement violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

8. CONFLICT OF INTEREST

RECIPIENT and ECOLOGY agree that any officer, member, agent, or employee, who exercises any function or responsibility in the review, approval, or carrying out of this Agreement, shall not have any personal or financial interest, direct or indirect, nor affect the interest of any corporation, partnership, or association in which he/she is a part, in this Agreement or the proceeds thereof.

9. CONTRACTING FOR GOODS AND SERVICES

RECIPIENT may contract to buy goods or services related to its performance under this Agreement. RECIPIENT shall award all contracts for construction, purchase of goods, equipment, services, and professional architectural and engineering services through a competitive process, if required by State law. RECIPIENT is required to follow procurement procedures that ensure legal, fair, and open competition.

RECIPIENT must have a standard procurement process or follow current state procurement procedures. RECIPIENT may be required to provide written certification that they have followed their standard procurement procedures and applicable state law in awarding contracts under this Agreement.

ECOLOGY reserves the right to inspect and request copies of all procurement documentation, and review procurement practices related to this Agreement. Any costs incurred as a result of procurement practices not in compliance with state procurement law or the RECIPIENT's normal procedures may be disallowed at ECOLOGY's sole discretion.

10. DISPUTES

When there is a dispute with regard to the extent and character of the work, or any other matter related to this Agreement the determination of ECOLOGY will govern, although the RECIPIENT shall have the right to appeal decisions as provided for below:

- a) RECIPIENT notifies the funding program of an appeal request.
- b) Appeal request must be in writing and state the disputed issue(s).
- c) RECIPIENT has the opportunity to be heard and offer evidence in support of its appeal.
- d) ECOLOGY reviews the RECIPIENT's appeal.
- e) ECOLOGY sends a written answer within ten (10) business days, unless more time is needed, after concluding the review.

The decision of ECOLOGY from an appeal will be final and conclusive, unless within thirty (30) days from the date of such decision, the RECIPIENT furnishes to the Director of ECOLOGY a written appeal. The decision of the Director or duly authorized representative will be final and conclusive.

The parties agree that this dispute process will precede any action in a judicial or quasi-judicial tribunal.

Appeals of the Director's decision will be brought in the Superior Court of Thurston County. Review of the Director's decision will not be taken to Environmental and Land Use Hearings Office.

Pending final decision of a dispute, the RECIPIENT agrees to proceed diligently with the performance of this Agreement and in accordance with the decision rendered.

Nothing in this Agreement will be construed to limit the parties' choice of another mutually acceptable method, in addition to the dispute resolution procedure outlined above.

11. ENVIRONMENTAL DATA STANDARDS

- a) RECIPIENT shall prepare a Quality Assurance Project Plan (QAPP) for a project that collects or uses environmental measurement data. RECIPIENTS unsure about whether a QAPP is required for their project shall contact

the ECOLOGY Program issuing the grant or loan. If a QAPP is required, the RECIPIENT shall:

- Use ECOLOGY's QAPP Template/Checklist provided by the ECOLOGY, unless ECOLOGY Quality Assurance (QA) officer or the Program QA coordinator instructs otherwise.

- Follow ECOLOGY's Guidelines for Preparing Quality Assurance Project Plans for Environmental Studies, July 2004 (Ecology Publication No. 04-03-030).

- Submit the QAPP to ECOLOGY for review and approval before the start of the work.

b) RECIPIENT shall submit environmental data that was collected on a project to ECOLOGY using the Environmental Information Management system (EIM), unless the ECOLOGY Program instructs otherwise. The RECIPIENT must confirm with ECOLOGY that complete and correct data was successfully loaded into EIM, find instructions at: <http://www.ecy.wa.gov/eim>.

c) RECIPIENT shall follow ECOLOGY's data standards when Geographic Information System (GIS) data is collected and processed. Guidelines for Creating and Accessing GIS Data are available at:

<https://ecology.wa.gov/Research-Data/Data-resources/Geographic-Information-Systems-GIS/Standards>. RECIPIENT, when requested by ECOLOGY, shall provide copies to ECOLOGY of all final GIS data layers, imagery, related tables, raw data collection files, map products, and all metadata and project documentation.

12. GOVERNING LAW

This Agreement will be governed by the laws of the State of Washington, and the venue of any action brought hereunder will be in the Superior Court of Thurston County.

13. INDEMNIFICATION

ECOLOGY will in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

To the extent that the Constitution and laws of the State of Washington permit, each party will indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this Agreement.

14. INDEPENDENT STATUS

The employees, volunteers, or agents of each party who are engaged in the performance of this Agreement will continue to be employees, volunteers, or agents of that party and will not for any purpose be employees, volunteers, or agents of the other party.

15. KICKBACKS

RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this Agreement to give up any part of the compensation to which he/she is otherwise entitled to or receive any fee, commission, or gift in return for award of a subcontract hereunder.

16. MINORITY AND WOMEN'S BUSINESS ENTERPRISES (MWBE)

RECIPIENT is encouraged to solicit and recruit, to the extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated under this Agreement.

Contract awards or rejections cannot be made based on MWBE participation; however, the RECIPIENT is encouraged to take the following actions, when possible, in any procurement under this Agreement:

a) Include qualified minority and women's businesses on solicitation lists whenever they are potential sources of goods or services.

b) Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.

c) Establish delivery schedules, where work requirements permit, which will encourage participation of qualified

minority and women's businesses.

d) Use the services and assistance of the Washington State Office of Minority and Women's Business Enterprises (OMWBE) (866-208-1064) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

17. ORDER OF PRECEDENCE

In the event of inconsistency in this Agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable federal and state statutes and regulations; (b) The Agreement; (c) Scope of Work; (d) Special Terms and Conditions; (e) Any provisions or terms incorporated herein by reference, including the "Administrative Requirements for Recipients of Ecology Grants and Loans"; and (f) the General Terms and Conditions.

18. PRESENTATION AND PROMOTIONAL MATERIALS

ECOLOGY reserves the right to approve RECIPIENT's communication documents and materials related to the fulfillment of this Agreement:

- a) If requested, RECIPIENT shall provide a draft copy to ECOLOGY for review and approval ten (10) business days prior to production and distribution.
- b) RECIPIENT shall include time for ECOLOGY's review and approval process in their project timeline.
- c) If requested, RECIPIENT shall provide ECOLOGY two (2) final copies and an electronic copy of any tangible products developed.

Copies include any printed materials, and all tangible products developed such as brochures, manuals, pamphlets, videos, audio tapes, CDs, curriculum, posters, media announcements, or gadgets with a message, such as a refrigerator magnet, and any online communications, such as web pages, blogs, and twitter campaigns. If it is not practical to provide a copy, then the RECIPIENT shall provide a description (photographs, drawings, printouts, etc.) that best represents the item.

Any communications intended for public distribution that uses ECOLOGY's logo shall comply with ECOLOGY's graphic requirements and any additional requirements specified in this Agreement. Before the use of ECOLOGY's logo contact ECOLOGY for guidelines.

RECIPIENT shall acknowledge in the communications that funding was provided by ECOLOGY.

19. PROGRESS REPORTING

- a) RECIPIENT must satisfactorily demonstrate the timely use of funds by submitting payment requests and progress reports to ECOLOGY. ECOLOGY reserves the right to amend or terminate this Agreement if the RECIPIENT does not document timely use of funds.
- b) RECIPIENT must submit a progress report with each payment request. Payment requests will not be processed without a progress report. ECOLOGY will define the elements and frequency of progress reports.
- c) RECIPIENT shall use ECOLOGY's provided progress report format.
- d) Quarterly progress reports will cover the periods from January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be submitted within thirty (30) days after the end of the quarter being reported.
- e) RECIPIENT must submit within thirty (30) days of the expiration date of the project, unless an extension has been approved by ECOLOGY, all financial, performance, and other reports required by the agreement and funding program guidelines. RECIPIENT shall use the ECOLOGY provided closeout report format.

20. PROPERTY RIGHTS

- a) Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property under this Agreement, the RECIPIENT may copyright or patent the same but ECOLOGY retains a royalty free, nonexclusive, and irrevocable license to reproduce, publish, recover, or otherwise use the material(s) or property, and to

authorize others to use the same for federal, state, or local government purposes.

b) Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish ECOLOGY information; present papers, lectures, or seminars involving information supplied by ECOLOGY; or use logos, reports, maps, or other data in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to ECOLOGY.

c) Presentation and Promotional Materials. ECOLOGY shall have the right to use or reproduce any printed or graphic materials produced in fulfillment of this Agreement, in any manner ECOLOGY deems appropriate. ECOLOGY shall acknowledge the RECIPIENT as the sole copyright owner in every use or reproduction of the materials.

d) Tangible Property Rights. ECOLOGY's current edition of "Administrative Requirements for Recipients of Ecology Grants and Loans," shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by ECOLOGY in the absence of state and federal statutes, regulations, or policies to the contrary, or upon specific instructions with respect thereto in this Agreement.

e) Personal Property Furnished by ECOLOGY. When ECOLOGY provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to ECOLOGY prior to final payment by ECOLOGY. If said property is lost, stolen, or damaged while in the RECIPIENT's possession, then ECOLOGY shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

f) Acquisition Projects. The following provisions shall apply if the project covered by this Agreement includes funds for the acquisition of land or facilities:

1. RECIPIENT shall establish that the cost is fair value and reasonable prior to disbursement of funds provided for in this Agreement.

2. RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this Agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses intended by this Agreement.

g) Conversions. Regardless of the Agreement expiration date, the RECIPIENT shall not at any time convert any equipment, property, or facility acquired or developed under this Agreement to uses other than those for which assistance was originally approved without prior written approval of ECOLOGY. Such approval may be conditioned upon payment to ECOLOGY of that portion of the proceeds of the sale, lease, or other conversion or encumbrance which monies granted pursuant to this Agreement bear to the total acquisition, purchase, or construction costs of such property.

21. RECORDS, AUDITS, AND INSPECTIONS

RECIPIENT shall maintain complete program and financial records relating to this Agreement, including any engineering documentation and field inspection reports of all construction work accomplished.

All records shall:

a) Be kept in a manner which provides an audit trail for all expenditures.

b) Be kept in a common file to facilitate audits and inspections.

c) Clearly indicate total receipts and expenditures related to this Agreement.

d) Be open for audit or inspection by ECOLOGY, or by any duly authorized audit representative of the State of Washington, for a period of at least three (3) years after the final grant payment or loan repayment, or any dispute resolution hereunder.

RECIPIENT shall provide clarification and make necessary adjustments if any audits or inspections identify discrepancies in the records.

ECOLOGY reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing or inadequate records may be considered cause for termination. All work performed under this Agreement and any property and equipment purchased shall be made available to ECOLOGY and to any authorized state, federal or local representative for inspection at any time during the course of

this Agreement and for at least three (3) years following grant or loan termination or dispute resolution hereunder. RECIPIENT shall provide right of access to ECOLOGY, or any other authorized representative, at all reasonable times, in order to monitor and evaluate performance, compliance, and any other conditions under this Agreement.

22. RECOVERY OF FUNDS

The right of the RECIPIENT to retain monies received as reimbursement payments is contingent upon satisfactory performance of this Agreement and completion of the work described in the Scope of Work.

All payments to the RECIPIENT are subject to approval and audit by ECOLOGY, and any unauthorized expenditure(s) or unallowable cost charged to this Agreement shall be refunded to ECOLOGY by the RECIPIENT.

RECIPIENT shall refund to ECOLOGY the full amount of any erroneous payment or overpayment under this Agreement.

RECIPIENT shall refund by check payable to ECOLOGY the amount of any such reduction of payments or repayments within thirty (30) days of a written notice. Interest will accrue at the rate of twelve percent (12%) per year from the time ECOLOGY demands repayment of funds.

Any property acquired under this Agreement, at the option of ECOLOGY, may become ECOLOGY's property and the RECIPIENT's liability to repay monies will be reduced by an amount reflecting the fair value of such property.

23. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, and to this end the provisions of this Agreement are declared to be severable.

24. STATE ENVIRONMENTAL POLICY ACT (SEPA)

RECIPIENT must demonstrate to ECOLOGY's satisfaction that compliance with the requirements of the State Environmental Policy Act (Chapter 43.21C RCW and Chapter 197-11 WAC) have been or will be met. Any reimbursements are subject to this provision.

25. SUSPENSION

When in the best interest of ECOLOGY, ECOLOGY may at any time, and without cause, suspend this Agreement or any portion thereof for a temporary period by written notice from ECOLOGY to the RECIPIENT. RECIPIENT shall resume performance on the next business day following the suspension period unless another day is specified by ECOLOGY.

26. SUSTAINABLE PRACTICES

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is fully encouraged to implement sustainable practices and to purchase environmentally preferable products under this Agreement.

a) Sustainable practices may include such activities as: use of clean energy, use of double-sided printing, hosting low impact meetings, and setting up recycling and composting programs.

b) Purchasing may include such items as: sustainably produced products and services, EPEAT registered computers and imaging equipment, independently certified green cleaning products, remanufactured toner cartridges, products with reduced packaging, office products that are refillable, rechargeable, and recyclable, and 100% post-consumer recycled paper.

For more suggestions visit ECOLOGY's web page: Green Purchasing, ,
<https://ecology.wa.gov/Regulations-Permits/Guidance-technical-assistance/Sustainable-purchasing>.

27. TERMINATION

a) For Cause

ECOLOGY may terminate for cause this Agreement with a seven (7) calendar days prior written notification to the

Agreement No: SEASMP-1719-DeMDSD-00034
 Project Title: Shoreline Master Program – Periodic Review
 Recipient Name: City of Des Moines

RECIPIENT, at the sole discretion of ECOLOGY, for failing to perform an Agreement requirement or for a material breach of any term or condition. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Failure to Commence Work. ECOLOGY reserves the right to terminate this Agreement if RECIPIENT fails to commence work on the project funded within four (4) months after the effective date of this Agreement, or by any date mutually agreed upon in writing for commencement of work, or the time period defined within the Scope of Work.

Non-Performance. The obligation of ECOLOGY to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this Agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of ECOLOGY, to perform any obligation required of it by this Agreement, ECOLOGY may refuse to pay any further funds, terminate in whole or in part this Agreement, and exercise any other rights under this Agreement. Despite the above, the RECIPIENT shall not be relieved of any liability to ECOLOGY for damages sustained by ECOLOGY and the State of Washington because of any breach of this Agreement by the RECIPIENT. ECOLOGY may withhold payments for the purpose of setoff until such time as the exact amount of damages due ECOLOGY from the RECIPIENT is determined.

b) For Convenience

ECOLOGY may terminate for convenience this Agreement, in whole or in part, for any reason when it is the best interest of ECOLOGY, with a thirty (30) calendar days prior written notification to the RECIPIENT, except as noted below. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

Non-Allocation of Funds. ECOLOGY's ability to make payments is contingent on availability of funding. In the event funding from state, federal or other sources is withdrawn, reduced, or limited in any way after the effective date and prior to the completion or expiration date of this Agreement, ECOLOGY, at its sole discretion, may elect to terminate the Agreement, in whole or part, or renegotiate the Agreement, subject to new funding limitations or conditions. ECOLOGY may also elect to suspend performance of the Agreement until ECOLOGY determines the funding insufficiency is resolved. ECOLOGY may exercise any of these options with no notification or restrictions, although ECOLOGY will make a reasonable attempt to provide notice.

In the event of termination or suspension, ECOLOGY will reimburse eligible costs incurred by the recipient/contractor through the effective date of termination or suspension. Reimbursed costs must be agreed to by ECOLOGY and the recipient/contractor. In no event shall ECOLOGY's reimbursement exceed ECOLOGY's total responsibility under the agreement and any amendments.

If payments have been discontinued by ECOLOGY due to unavailable funds, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination.

RECIPIENT's obligation to continue or complete the work described in this Agreement shall be contingent upon availability of funds by the RECIPIENT's governing body.

c) By Mutual Agreement

ECOLOGY and the RECIPIENT may terminate this Agreement, in whole or in part, at any time, by mutual written agreement.

d) In Event of Termination

All finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports or other materials prepared by the RECIPIENT under this Agreement, at the option of ECOLOGY, will become property of ECOLOGY and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work

Agreement No: SEASMP-1719-DeMDSD-00034
Project Title: Shoreline Master Program – Periodic Review
Recipient Name: City of Des Moines

completed on such documents and other materials.

Nothing contained herein shall preclude ECOLOGY from demanding repayment of all funds paid to the RECIPIENT in accordance with Recovery of Funds, identified herein.

28. THIRD PARTY BENEFICIARY

RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this Agreement, the state of Washington is named as an express third party beneficiary of such subcontracts with full rights as such.

29. WAIVER

Waiver of a default or breach of any provision of this Agreement is not a waiver of any subsequent default or breach, and will not be construed as a modification of the terms of this Agreement unless stated as such in writing by the authorized representative of ECOLOGY.

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Purchase Agreement for Marina
Harbor Boat

ATTACHMENTS:

1. Purchase Agreement
2. Vendor Quotation and Proposal
3. Pictures

FOR AGENDA OF: 11/8/2018

DEPT. OF ORIGIN: Marina

DATE SUBMITTED: 10/29/2018

CLEARANCES:

- ☐ Community Development ____
- ☒ Marina SEN
- ☐ Parks, Recreation & Senior Services ____
- ☐ Public Works ____

CHIEF OPERATIONS OFFICER: DSB

- ☒ Legal SG
- ☒ Finance Baw
- ☐ Courts ____
- ☐ Police ____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: [Signature]

Purpose and Recommendation

The purpose of this agenda item is for City council to consider a Purchase Agreement with Silverback Marine to purchase a new Marina Work Boat.

Suggested Motion

Motion 1: "I move to approve the proposed agreement between the City of Des Moines and Silverback Marine in the amount of \$104,250.00 plus tax for the purchase of a new Marina work boat and direct the City Manager sign said agreement substantially in the form as submitted."

Background

The Marina requires a work boat to perform many essential functions. Tasks that Marina staff perform with the assistance of the Marina work boat include towing vessels; inspection and maintenance of Marina facilities; installation and removal of the floats at the Redondo boat launch; and rescue operations. The current Marina work boat is a 44 year old foam filled fiberglass Orca boat that is outfitted with twin 20 year old 70 HP Yamaha motors. The boat has passed its useful lifespan and need to be replaced.

In order to ensure that the potential purchase of a new work boat would be made at the lowest price from a responsible vendor, Marina staff identified that there were four companies in the Puget Sound region capable of providing a boat that would meet the Marina's needs. Staff contacted the four companies, provided each with an identical set of specifications, and solicited bids. Each of the companies responded, and Silverback Marine submitted the lowest cost bid of the four. The proposed agreement would formalize acceptance of that low bid.

Discussion

A functional work boat is essential to Marina operations. The Marina's current work boat is now over 40 years old and has outlived its usefulness. The outboard motors are also 20 years old and are beginning to break down. Maintenance issues are anticipated to increase in both frequency and cost. Any time the present work boat is non-functioning costs staff time, delays Marina operations, and negatively affects customer service.

The proposed purchase agreement would replace the aging foam-filled fiberglass boat with a new aluminum work boat with new, more powerful outboard motors. (Pictures included, see attachment 3). Marina staff researched four local companies specializing in aluminum work boats and received bids from all four. Silverback Marine provided the lowest bid for the specifications provided by Marina staff, and staff review confirmed that the proposed product will meet the Marina's needs. In addition to providing the lowest cost option, Silverback Marine's location in South Park will allow staff to easily visit the site while the boat is under construction, if the need should arise.

Alternatives

The City Council may:

1. Approve the agreement with Silverback Marine for purchase of a work boat
2. Decline to approve the agreement
3. Direct staff to seek alternative options

Financial Impact

The purchase price for the boat is \$104,250.00 plus tax. This is a programmed replacement that will be paid for by funds previously contributed by the Marina to the equipment replacement fund. This appropriation has been accounted for in the 2018 and 2019 City budgets.

Recommendation

Des Moines Marina recommends the purchase of a new Harbor boat.

PURCHASE AGREEMENT

This Purchase Agreement (this "Agreement") is entered into as of _____ 2018, (the "Effective Date") by Silverback Marine, located at 7951 2nd Avenue South, Seattle, WA 98108 ("Seller") and the City of Des Moines Marina, located at 22307 Dock Ave. South, Des Moines, WA 98198 ("Buyer"). Each Seller and Buyer may be referred to in this Agreement individually as a "Party" and collectively as the "Parties".

The Parties agree as follows:

1. **Sale of Property.** Seller agrees to sell and Buyer agrees to purchase the item property, described below as the ("Property").
 - 25' Landing Craft harbor boat, as per specifications and features noted in Silverback Marine Quotation dated 10/17/2018, Quote # 7009
2. **Purchase Price.** Buyer will pay the Seller for the property and for all obligations specified in this agreement, if any, as the full and complete purchase price, plus any applicable sales tax, the sum of \$104,250.00 USD (The "Purchase Price"). The sum of \$104,250.00 is prior to any applicable sales tax; buyer to provide reseller permit or tax-exempt documentation if claiming tax exempt status.
3. **Payment Terms.** The Buyer agrees to the Purchase Terms of 50% (\$52,125.00) at time of order, with the balance 50% (\$52,125.00) plus any applicable taxes, at time of delivery.
4. **Taxes.** Buyer will be responsible for filing all required or applicable sales and use tax returns in connection with the transfer of the Property.
5. **Delivery.** Buyer will be entitled to take possession of the property on the completion date of the build, upon payment of the balance 50%, and on the basis the Parties are agreed with satisfactory completion and performance of the Property. The delivery date is anticipated to be approximately 16+ weeks from order date, (subject to variance due to the custom nature of the project).
6. **Sellers Representations.** Seller represents and warrants that he / she has good and marketable title to the Property and full authority to sell the Property. Seller also represents that the Property is sold free and clear of all liens, indebtedness, or liabilities. Buyer may request a Bill of Sale from the Seller for the Property. Seller offers a warranty on the Property per the standard Silverback Marine Warranty Policy (copies available on request).

In Witness Whereof, the Parties have entered into this Agreement as of the Effective Date.

SIGNATURES

Seller Signature: _____ Print Name: _____

Buyer Signature: _____ Print Name: _____

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QUOTATION AND PROPOSAL

October 16, 2018
CITY OF DES MOINES
SCOTT WILKINS / PAT WOLLFROM
(206) 870-6723

GENERAL SPECIFICATION OVERVIEW:

The following proposal is for a 25'x9' landing craft style boat, optimized for vertical sides (for lateral towing) and pusher knees in addition to the landing door. The pilothouse to be spacious enough to accommodate two large persons comfortably, walkaround style, including a sliding door. Tow points shall be furnished aft of the pilothouse and motor guards built in, to enable towing from the aft.

BEAM: 108"
LENGTH: 322"
TRANSOM DEADRISE: 8 DEGREES
PERSONS AND CARGO CAPACITY: 2,600 LBS
PROPULSION: TWIN YAMAHA 90 HP OUTBOARD MOTORS
FUEL TANK: MOELLER® 50 GALLON WITH FUEL FILTER
BOW DOOR CLEARANCE: 63"
BOTTOM PLATING: 1/4" 5086 MARINE GRADE ALUMINUM
SIDE PLATING: 3/16" 5086 MARINE GRADE ALUMINUM
SELF BAILING DECK PLATING: 3/16" MARINE GRADE ALUMINUM

CONSTRUCTION NOTES:

FORWARD BULKHEAD REGION SHALL BE WATERTIGHT
ALL WELDS IN ACCORDANCE WITH W.A.B.O. AND A.W.S. (AMERICAN WELDING SOCIETY) D1.2-2003 SPECIFICATIONS
INTERIOR AND EXTERIOR WELDS SHALL BE 100% PENETRATION, LEAK TESTED
INTERIOR AND EXTERIOR

OUTFITTING AND ACCESSORIES

QTY 6 WATERTIGHT INSPECTION HATCHES ON MAIN DECK
QTY 6 WELD-ON CLEATS (3 PORT, 3 STARBOARD)
SELF-DRAINING MOTOR WELL WITH SCUPPER SOCKS
WATERTIGHT STORAGE COMPARTMENTS IN GUNWALES
BOLT-ON, REPLACEABLE 2" DOCK BUMPER PERIMETER AT GUNWALE
DUAL DIVERS DREAM® ANODES
SCUPPERS ON MAIN DECK FOR SELF-BAILING PERFORMANCE IN ACCORDANCE WITH A.B.Y.C. REQUIREMENTS
BEACHING PLATE AT BOW

HAND OPERATED WINCH FOR BOW DOOR
 FOLDING / DETACHEABLE DIVING LATTER THAT ATTACHES TO BOW DOOR
 PUSHER KNEES AT BOW WITH RUBBER EXTRUSION
 3" SCHEDULE 80 TOW POST AFT ON CENTERLINE
 12V D.C. ELECTRICAL OPERATING SYSTEM, GROUNDED
 ALL WIRING TO BE ANCOR® MARINE GRADE TINNED WIRING
 TWIN, 2200 GPH BILGE PUMP WITH FLOAT SWITCHES ON SEPARATE CIRCUITS
 ELECTRIC HORN
 U.S.C.G. CERTIFIED NAVIGATION LIGHTS
 DUAL FLOOD LIGHTS FORE AND AFT
 MOVEABLE SERCH LIGHT (CONTROLS IN PILOTHOUSE)
 HAWKEYE DF1000 DEPTH SOUNDER
 GARMIN VHF 100 W/ ANTENNAS
 RHINO-LINER® INTERIOR DECK AND SIDE WALL SURFACES OVER SANDBLAST
 ANTI FOULING PAINT TO MINIMUM 4" ABOVE WATERLINE
 DES MOINES MARINA LOGOS / GRAPHICS (CLIENT TO SPECIFY AT THAT PHASE)
 TWIN YAMAHA® 90HP 4 STROKE OUTBOARD MOTORS W/ HYDRAULIC STEERING
 SELF PARKING WINDSHIELD WIPERS ON PILOTHOUSE GLASS
 24" SLIDING AFT DOOR ON PILOTHOUSE
 SLIDING SIDE WINDOWS FOR VENTILATION
 STORAGE LOCKER IN FRONT OF PILOTHOUSE

DESIGN CHANGES / AMMENDMENTS

PRIOR TO CONSTRUCTION, SILVERBACK MARINE WILL PROVIDE DETAILED DRAWINGS OF ALL ASPECTS OF THE HULL FOR APPROVAL. INCLUDED IN THE QUOTATION IS UP TO 8 HOURS OF C.A.D. MODIFICATIONS IF NEEDED. CUSTOM DESIGNS OR IMPLEMENTATIONS AT STANDARD BILLING RATE OF \$95 / HR.

WARRANTY

THE HULL SHALL BE GUARANTEED FROM DEFECTS FOR A PERIOD OF 24 MONTHS FROM DELIVERY. ALL ACCESSORIES SUCH AS MOTORS, GEAR, ARE COVERED BY THE MANUFACTURERS OF THOSE ITEMS.

LEAD TIME

THE ANTICIPATED BUILD TIME FOR THIS BOAT IS 16 WEEKS.

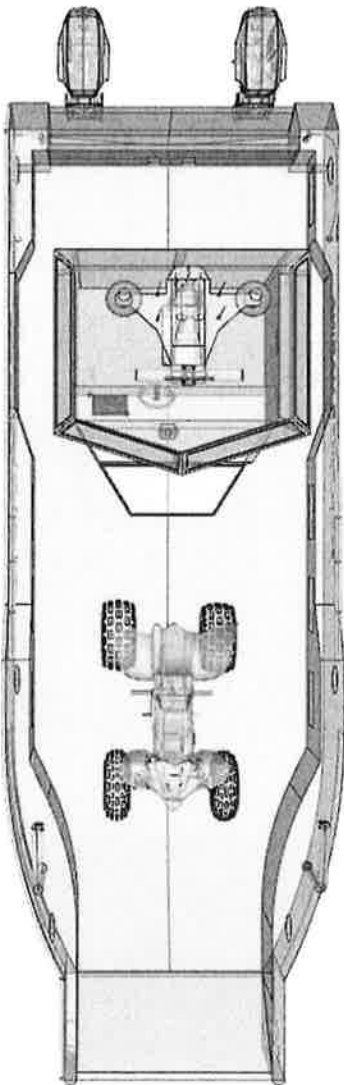
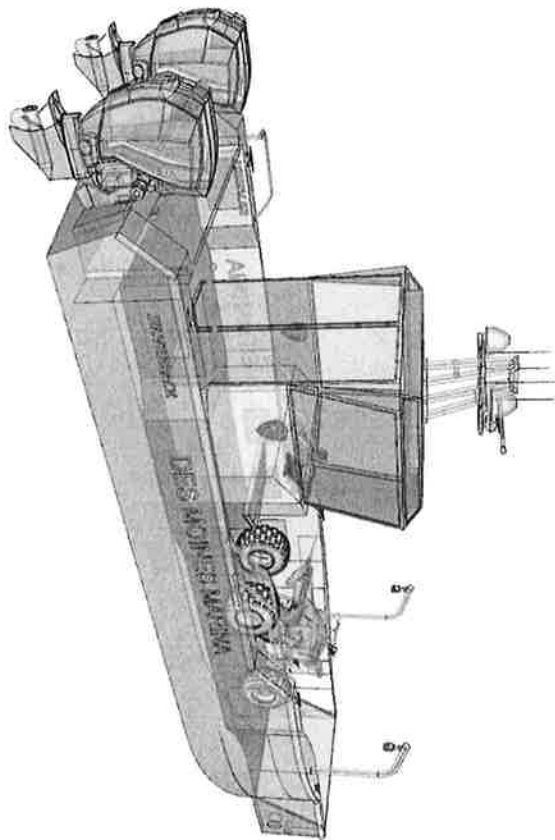
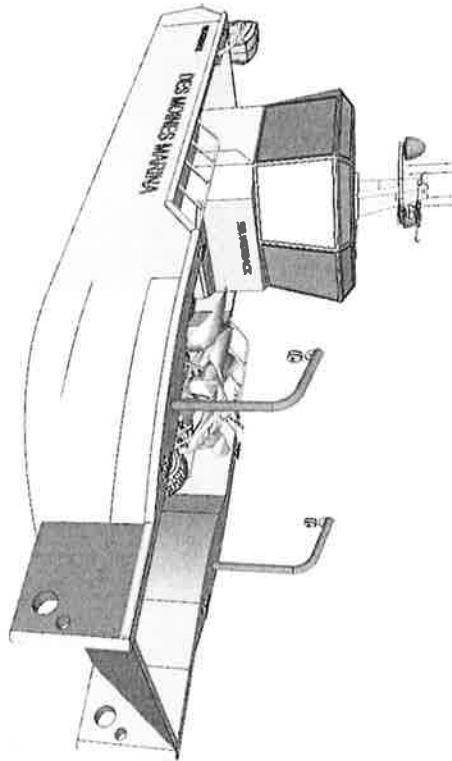
PAYMENT TERMS

A DEPOSIT OF 50% OF THE PROJECT VALUE IS DUE AT TIME OF PURCHASE ORDER FOR ALUMINUM MATERIALS, CNC CUTTING, AND ACCESSORIES, AND BALANCE ON DELIVERY.

TOTALS

THE PROPOSED PRICE FOR THIS HULL IS \$104,500 U.S.D. QUOTE VALID FOR 7 DAYS DUE TO THE VOLATILE NATURE OF ALUMINUM PRICING CURRENTLY.

25'x9' LANDING CRAFT W/ PUSHER KNEES / SELF-BAILING DECK



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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Regulating use of the Redondo boat launch.

ATTACHMENTS:

1. Draft Ordinance No. 18-071.

FOR AGENDA OF: November 8, 2018

DEPT. OF ORIGIN: Legal Department

DATE SUBMITTED: October 31, 2018

CLEARANCES:

- ☐ Community Development
- ☒ Marina *SEOM*
- ☐ Parks, Recreation & Senior Services
- ☒ Public Works *PRC*

CHIEF OPERATIONS OFFICER: DSB

- ☒ Legal *LG*
- ☐ Finance
- ☐ Courts
- ☒ Police *114*

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

Purpose and Recommendation

The purpose of this agenda item is for City Council to add a new section to the Marina Code restricting commercial and non-boating use of the Redondo boat launch.

Suggested Motion

Motion 1: “I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 18-071 on first reading.”

Motion 2: “I move to enact Draft Ordinance No. 18-071, adding a new section to chapter 15.04 DMMC, *Use of Redondo Boat Launch.*”

Background

The City of Des Moines owns and operates a boat ramp and floats at Redondo for the launching and retrieving of small watercraft by automobile-towed trailers. This facility was constructed and improved with the assistance of funds from the State Recreation Conservation Office (RCO) intended to promote water-based recreation.

Complaints from Redondo residents revealed that commercial seafood operations were periodically parking tanker trucks on the boat ramp for the purpose of pumping seawater from Puget Sound. These operations not only disturbed the neighborhood, but also made the ramp impassible for anyone seeking to launch or haul their vessel. Marina staff voiced concerns for public safety and the environment if a tanker truck parked on the ramp were to lose power or have an equipment failure and roll into Poverty Bay. Staff investigation also determined that other commercial operators have been using, and continue to use, facilities offered by the Marina that are more suitable for obtaining seawater; less disruptive to recreational boaters and the neighborhood; and less likely to cause environmental issues.

In response to these concerns, the City Council directed staff at the June 7, 2018 study session to prepare a Draft Ordinance restricting commercial and non-boating use of the Redondo boat launch for the City Council's consideration. Staff presented the proposed Draft Ordinance to the Public Safety and Emergency Management Committee on October 4, 2018, and the Committee directed staff to bring the Draft Ordinance to the full City Council with no changes.

Discussion

The proposed Draft Ordinance would impose two restrictions on the use of the Redondo boat launch in order to promote the primary intended use of the launch – to promote and facilitate recreational boating. The first provision restricts vehicles and/or trailers from using the ramp except for in the course of launching a vessel or retrieving a vessel from the water. Any other use such as pumping seawater or parking on the ramp for sightseeing is likely to obstruct boating activities.

The second provision restricts commercial activity on the ramp or floats. This restriction likewise seeks to prevent activity that is likely to interfere with recreational boating activities. The Harbormaster will have the authority to grant exception to either requirement under written permit when appropriate.

Violations of these restrictions are subject to citation by Des Moines Police and would be punishable as a class 1 infraction under the DMMC, with a total penalty of up to five hundred thirteen dollars (\$513.00). If the proposed Draft Ordinance is adopted, Marina staff will post appropriate signs at the boat launch to advise all potential users of the restrictions and the penalty for violations.

Alternatives

The City Council may:

1. Pass the proposed Draft Ordinance as written
2. Pass the proposed Draft Ordinance with alterations.
3. Decline to pass the proposed Draft Ordinance.

Financial Impact

Without knowing how much enforcement will be required, the financial impact of adopting the proposed Draft Ordinance is largely unknowable, but not likely to have appreciable impact. The Marina may see a slight increase in businesses obtaining seawater under permit at the Marina. Permits are currently one hundred dollars (\$100.00) annually.

Recommendation

Staff recommends that the City Council enact Draft Ordinance 18-071 as written.

CITY ATTORNEY'S FIRST DRAFT 10/31/2018**DRAFT ORDINANCE NO. 18-071**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to use of the Redondo boat launch, adding a new section to chapter 15.04 DMMC, and codifying a new section as DMMC 15.04.315, *Use of Redondo Boat Launch*.

WHEREAS, the Puget Sound region's heritage of water based recreation enriches the lives of citizens, attracts new residents and businesses, and is a major support of the tourism industry, and

WHEREAS, the City of Des Moines Marina operates the Redondo Boat Launch to support and promote recreational boating and related activities, and

WHEREAS, the City of Des Moines took title to Redondo Beach Park from King County subject to the condition that the park be maintained in perpetuity as a public parks recreation facility, and

WHEREAS, the Redondo Boat Launch was constructed and renovated with funds, in part, from Washington State Recreation and Conservation Office grants subject to the condition that the Boat Launch be maintained in perpetuity for marine recreation use, and

WHEREAS, use of the Boat Launch for purposes not related to launching and hauling vessels interferes with its intended purpose and marine recreation use, and

WHEREAS, commercial use of the Boat Launch is incompatible with the public's recreational use of Redondo Beach Park, and

WHEREAS, commercial operations at the Boat Launch have caused disruption to the peace of the residents of the Redondo neighborhood, and

WHEREAS, the Des Moines Marina has the facilities to more appropriately accommodate commercial operations, and

Ordinance No. ____
Page 2 of 3

WHEREAS, the City Council finds that the restrictions on the use of the Redondo Boat Launch contained in this Ordinance are appropriate and necessary for the preservation of the public health and welfare; now therefore,

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

Sec. 1. A new section is added to chapter 15.04 DMMC to read as follows:

Use of Redondo Boat Launch.

(1) No person shall drive or park any vehicle, trailer, or vehicle and trailer combination on the Redondo Boat Launch ramp except in the course of launching or hauling a vessel, without the express written permission of the Harbormaster.

(2) No person shall use or occupy the Redondo Boat Launch ramp or floats for any commercial purpose without the express written permission of the Harbormaster.

Sec. 2. Codification. Section 1 of this Ordinance shall be codified as DMMC 15.04.315, entitled *Use of Redondo Boat Launch*.

Sec. 3. Severability - Construction.

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

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

Sec. 4. Effective date. This ordinance shall take effect and be in full force thirty (30) days after its passage and approval in accordance with law.

Ordinance No. ____
Page 3 of 3

PASSED BY the City Council of the City of Des Moines this ____ day of _____, 2018 and signed in authentication thereof this ____ day of _____, 2018.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

Effective Date: _____

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT:
Public Hearing regarding 2019 General Property
Tax Levies

ATTACHMENTS:

1. Draft Ordinance No. 18-109
2. Draft Ordinance No. 18-125
3. 2019 Preliminary Property Tax Worksheet

FOR AGENDA OF: November 8, 2018

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: October 30, 2018

CLEARANCES:

- ☐ Community Development _____
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Public Works _____

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal *NG*
- ☒ Finance *Baw*
- ☐ Courts _____
- ☐ Police _____

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

Purpose and Recommendation

RCW 84.52.020 requires taxing districts to certify the amount to be raised through property taxation to the county legislative authority. The certification should include the regular levy amount, and if applicable, any lid-lifts approved by the voters, plus amounts for new construction, improvements to property and so forth. Draft Ordinance No. 18-109 satisfies the requirement of RCW 84.52.020. RCW

84.55.120 requires all taxing districts to adopt a resolution or ordinance in order to realize any increase in their regular property tax levy other than increases due to new construction, improvements to property, increased value of state-assessed property annexations, and refunds. Draft Ordinance No. 18-125 satisfies the requirements of RCW 84.55.120.

Suggested Motion

Motion 1: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 18-109 on first reading."

Motion 1b: "I move to enact Draft Ordinance No. 18-109, determining the amount of funds to be raised by ad valorem taxes for the year 2019 for general City expenditures."

AND

Motion 2a: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 18-125 on first reading."

Motion 2b: "I move to enact Draft Ordinance No. 18-125, authorizing the increase in ad valorem taxes for the year 2019 for general City expenditures."

Background

General Property Tax Levies must be adopted by the City Council on or before November 30, 2018. (RCW 84.52.020 and RCW 84.52.070).

Historically, the City has also passed a resolution declaring "substantial need". However, based on recent guidance from King County, when the IPD is more than the 101 % limiting factor, a substantial need resolution is not necessary to receive the 101 % allowed levy amount. All districts regardless of population can levy the 101 % amount unless restricted by their statutory maximum rate and/or bank a portion of the 101 % allowable levy for use in future years. As shown in the Table below, the IPD for Des Moines is 1.0217%. Therefore a substantial need resolution is not necessary.

General Property Taxes

The property tax levy rate is estimated to be \$1.22837 per \$1,000 of assessed value. The levy rate is less than the City's statutory allowable maximum of \$1.60 due effects of the 1 % maximum levy increase limitation. The total citywide preliminary assessed valuation used for the 2019 Tax Roll is \$4,161,028,852 as compared to \$3,786,485,943 for 2018's Tax Roll which is an increase of 9.9%. The County used the 2018 limit factor of \$4,936,768 plus 1 % which is \$43,167 plus new construction of \$118,757 plus \$6,394 re-levy for prior year refunds and increase in utility value which is currently unknown at this time. So the actual increase for 2019 will vary depending on any increase in utility value.

Recommendation

It is recommended that the City Council suspend Council Rule 26(a) and pass Draft Ordinance No. 18-109 and Draft Ordinance No. 18-125, determining the amount of funds to be raised by ad valorem taxes for the year 2019 for general City expenditures.

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CITY ATTORNEY'S FIRST DRAFT 09/07/2018**DRAFT ORDINANCE NO. 18-109**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON determining and fixing the amount of taxes levied, and certifying the estimated amounts of funds to be raised by taxes on the assessed valuation of property within the City for the year 2019, for general City budget expenditures.

WHEREAS, by law, the King County Assessor is responsible for determining the assessed valuation of all taxable property situated within the boundaries of the City of Des Moines for the year 2018, and

WHEREAS, the City Council and the City Manager have considered the anticipated budget requirements of the City of Des Moines for the fiscal year 2019, and

WHEREAS, notice of public hearing was provided as required by law, and

WHEREAS, RCW 84.52.010 allows the City to use any unused capacity from the authorized levy amounts of the King County Library district and South King Fire and Rescue, and

WHEREAS, the City Council, after hearing and after duly considering all relevant evidence and testimony presented, determined that the City of Des Moines requires a total levy in an amount not greater than \$5,111,287 in order to discharge the expected expenses and obligations of the City and in its best interest, and

WHEREAS, pursuant to chapter 84.52 RCW, the City Council is required to determine and fix by ordinance the amount of taxes levied, and to certify the estimated amounts of funds to be raised by taxes on the assessed valuation of property within the City; now therefore,

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

Sec. 1. Findings. The recitals set forth above are adopted in full as findings of the City Council in support of enactment of this Ordinance.

Ordinance No. _____
 Page 2 of 3

Sec. 2. The following amount is determined and fixed as the amount of funds to be raised by taxes on the assessed valuation of property within the City for the year 2019 for general City budget expenditures:

The sum of not greater than \$5,111,287, which does represent the maximum statutory total tax levy, including \$6,394 as relevy for prior year refunds and \$0 amounts authorized by the voters for excess or special levies, for the fiscal year 2019 in the City of Des Moines.

Sec. 3. The actual amounts levied pursuant to section 1 of this Ordinance shall be calculated after the value of state-assessed property (increase in utility value) is provided by King County.

Sec. 4. Upon adoption, the City Clerk shall certify and forward a copy of this Ordinance to the Metropolitan King County Council and County Assessor for King County, Washington.

Sec. 5. Severability - Construction.

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

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

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Ordinance No. _____
Page 3 of 3

Sec. 6. Effective date. This Ordinance shall take effect in full force five (5) days after its passage, approval and publication according to law.

PASSED BY a majority of the City Council of the City of Des Moines this 8th day of November, 2018 and signed in authentication thereof this _____ day of November, 2018.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

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CITY ATTORNEY'S FIRST DRAFT 10/16/2019**DRAFT ORDINANCE NO. 18-125**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON authorizing an increase in the regular property tax levy for the year 2019 for general City expenditures.

WHEREAS, the City Council and the City Manager of the City of Des Moines has met and considered its budget for the calendar year 2019; and

WHEREAS, the City Council, of the City of Des Moines after hearing and after duly considering all relevant evidence and testimony presented, determined that the City of Des Moines requires a regular levy in the amount of \$5,111,287 which includes an increase in property tax revenue from the previous year, and amounts resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property, and amounts authorized by law as a result of any annexations that have occurred and refunds made, in order to discharge the expected expenses and obligations of the City and in its best interest; now therefore,

WHEREAS, pursuant to RCW 84.55.120 the City Council is required to adopt a separate ordinance specifically authorizing an increase in the regular property tax levy in terms of both dollars and percentage increase from the previous year's levy; now therefore,

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

Sec. 1. Consistent with RCW 84.55.120, the City Council of the City of Des Moines that an increase in the regular property tax levy is hereby authorized for the 2019 levy in the amount of \$43,167, which is a percentage increase of eighty-seven hundredths of a percent (0.87%) from the previous year. This increase is exclusive of additional revenue resulting from the addition of new construction and improvements to property and any increase in the value of state assessed property, and any additional amounts resulting from any annexations that have occurred and refunds made.

Sec. 2. The actual amounts levied pursuant to the one percent (1.0%) increase set forth in section 1 of this Ordinance

Ordinance No. _____
 Page 2 of 3

shall be calculated after the value of state-assessed property (increase in utility value) is provided by King County.

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

Sec. 4. Severability - Construction.

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

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

Sec. 5. Effective date. This Ordinance shall take effect in full force five (5) days after is final by the Des Moines City Council.

PASSED BY a majority of the City Council of the City of Des Moines this 8th day of November, 2018 and signed in authentication thereof this 8th day of November, 2018.

 M A Y O R

APPROVED AS TO FORM:

 City Attorney

ATTEST:

 City Clerk

Ordinance No. _____
Page 3 of 3

Published: _____

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ATTACHMENT 3 - 2019 Preliminary Property Tax Worksheet

The following provides the minimum 2019 property taxes.

Property Tax Levy Limit Calculation

Preliminary 2019 Levy	
Item	Regular
<u>Allowable Levy (2018 Limit Factor)</u>	\$ 4,936,768
Levy Limit Factor (IPD 1.0217%) 1.00%	49,368
New Construction	118,757
Utility Values	-
Annexation Levy	-
Total RCW 84.55 Levy	\$ 5,104,893
Relevy for Prior Year Refunds	6,394
Total RCW 84.55 Levy + Refunds (A)	\$ 5,111,287
Estimated Levy Rate	\$ 1.22837

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing:
2019 Preliminary Annual Budget

FOR AGENDA OF: November 8, 2018

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 2, 2018

ATTACHMENTS:

1. Draft Ordinance No. 18-108
2. Appendix A – 2019 Preliminary Annual Budget
3. Staff Amendments
4. Updated Pages for the 2019 Preliminary Annual Budget

CLEARANCES:

- ☐ Community Development _____
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Public Works _____

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal 
- ☒ Finance 
- ☐ Courts _____
- ☐ Police _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to hold the second reading for the 2019 Preliminary Annual Budget in order to adopt the 2019 Annual Budget. This first public hearing was held on October 18, 2018.

Suggested Motion

Motion 1: “I move to pass Draft Ordinance No. 18-108 establishing the 2019 Annual Budget for the fiscal year ending December 31, 2019, as amended.”

Background

The initial version of the 2019 Preliminary Annual Budget document was filed with the City Clerk and made available to the public October 12, 2018. The City Manager and the Finance Director gave a budget presentation during the October 18, 2018 public hearing. The 2019 Preliminary Annual Budget starts with the City Manager’s line item budget which formed the basis for the 2018-2023 Financial Forecast presented and discussed by City Council during the August 2, 2018 Budget Retreat. Further, it

contains revenue and expenditure updates based on changes in estimates since that date. Staff has made changes to be consistent with the City Manager and Council direction to ensure consistency throughout the budget document, which will be addressed during Council presentation. These revisions are included in Attachment 2.

Recommendation

It is recommended that the City Council enact Draft Ordinance No. 18-108.

CITY ATTORNEY'S FIRST DRAFT 09/07/2018**DRAFT ORDINANCE NO. 18-108**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON adopting the final annual budget for the City of Des Moines, Washington, for the fiscal year ending December 31, 2019, in summary form, ratifying and confirming revenues and expenditures previously implemented for fiscal year 2018, as such revenues and expenditures form the basis for development of the budget for fiscal year 2019, approving revenues and expenditures for fiscal year 2019, and temporarily suspending the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2018 budget might be inconsistent.

WHEREAS, the City Manager for the City of Des Moines has prepared and submitted the preliminary annual budget for the fiscal year ending December 31, 2019 to the City Council and has filed these budgets with the City Clerk, and

WHEREAS, the City Council finds that the City Manager's proposed budget for fiscal year 2019 reflects revenues and expenditures that are intended to ensure provision of vital municipal services at acceptable levels, and

WHEREAS, the City Council finds that the City Manager's proposed annual budget for fiscal year 2019 appropriately relies upon anticipated year-end balances derived from revenues and expenditures previously approved and authorized by the City Council as part of the City's budget for fiscal year 2018, and

WHEREAS, the City Council finds that the fund adjustments and transfers proposed by the City Manager for fiscal year 2018 are necessary and in the public's interest, and

WHEREAS, by motion regularly passed, the Des Moines City Council scheduled the preliminary public hearing for October 18, 2018, to take public comment with respect to the proposed 2019 annual budget, and

WHEREAS, notice of the public hearing was given to the public in accordance with law and the preliminary public hearing was held on the 18th day of October, 2018, and all persons wishing to be heard were heard; now therefore,

Ordinance No. _____
Page 2 of 4

WHEREAS, by motion regularly passed, the Des Moines City Council scheduled the final public hearing for November 8, 2018, to take public comment with respect to the proposed 2019 annual budget, and

WHEREAS, notice of the public hearing was given to the public in accordance with law and the final public hearing was held on the 8th day of November, 2018, and all persons wishing to be heard were heard; now therefore,

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

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

Sec. 2. Based on the findings adopted herein, the City Council temporarily suspends the effect of any ordinance, code provision or other City requirement with which the fund adjustments and transfers proposed by the City Manager for the 2019 budget might be inconsistent.

Sec. 3. The fund adjustments and transfers proposed by the City Manager for fiscal year 2018, which are incorporated in the preliminary budget for fiscal year 2019, are hereby authorized and approved by the City Council.

Sec. 4. Because the City's operating and capital budgets for fiscal year 2019 rely upon anticipated year-end fund balances or shortages derived from revenues collected and expenditures incurred in fiscal year 2018, the City Council hereby ratifies and confirms all revenues, from whatever source derived, and expenditures incurred by the City to the extent such revenues and expenditures are in accordance with the City's budget for fiscal year 2018 or any subsequent budget amendments formally approved by the City Council.

Sec. 5. The City Council hereby adopts, affirms and approves any and all revenues, from whatever source derived, and expenditures as referenced in the attached operating and capital budgets for fiscal year 2019.

Sec. 6. The final annual operating budget for the City of Des Moines' fiscal year 2019 is hereby adopted and approved in

Ordinance No. _____
Page 3 of 4

summary form as set forth in the attached Appendix "A", which is by this reference incorporated herein

Sec 7. Severability - Construction.

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

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

Sec 8. Effective date. This Ordinance shall take effect and be in full force (5) five days after its final passage by the Des Moines City Council.

Ordinance No. _____
Page 4 of 4

PASSED BY the City Council of the City of Des Moines this
8th day of November, 2018 and signed in authentication thereof this
8th day of November, 2018.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

DRAFT ORDINANCE NO. 18-108 (APPENDIX A)
SUMMARY OF SOURCES AND USES

	Funds	Estimated			Estimated		
		Beginning Fund Balance	Revenue	Total Sources	Expenditure	Ending Fund Balance	Total Uses
	General Fund	\$ 4,946,525	\$ 24,113,425	\$ 29,059,950	\$ 24,781,677	\$ 4,278,273	\$ 29,059,950
Special Revenue	Streets	771,356	1,683,608	2,454,964	1,677,883	777,081	2,454,964
	Street Pavement	1,071,232	1,083,800	2,155,032	926,000	1,229,032	2,155,032
	Development	4,446,615	2,906,742	7,353,357	3,115,952	4,237,405	7,353,357
	Police Drug Seizure	10,446	1,000	11,446	1,000	10,446	11,446
	Hotel-Motel Tax	(3,491)	112,000	108,509	112,000	(3,491)	108,509
	Redondo Zone	36,433	93,150	129,583	54,429	75,154	129,583
	Waterfront Zone	190,729	198,600	389,329	110,729	278,600	389,329
	PBPW Automation Fee	295,895	100,000	395,895	90,881	305,014	395,895
	Urban Forestry	10,000	10,000	20,000	5,000	15,000	20,000
	Abatement	25,760	5,300	31,060	200	30,860	31,060
Debt Service	Automated Speed Enforce (ASE)	375,147	350,000	725,147	482,000	243,147	725,147
	Transportation Benefit District	158,827	944,000	1,102,827	931,328	171,499	1,102,827
	REET 1 Debt Service	19,130	17,354	36,484	16,870	19,614	36,484
	REET 2 Debt Service	38,570	247,102	285,672	246,668	39,004	285,672
	2018 LTGO Debt Service	1,964,004	228,000	2,192,004	2,150,050	41,954	2,192,004
	Total Debt Service	2,021,704	492,456	2,514,160	2,413,588	100,572	2,514,160
	REET 1	1,271,111	562,000	1,833,111	355,915	1,477,196	1,833,111
	REET 2	871,639	507,000	1,378,639	818,102	560,537	1,378,639
	Park Levy	4,757	57,000	61,757	54,000	7,757	61,757
	Park In Lieu	620,810	125,000	745,810	249,000	496,810	745,810
Capital Project	One Time Sales Tax	1,345,537	500,000	1,845,537	706,000	1,139,537	1,845,537
	Municipal Capital Improvement	1,160,372	7,530,000	8,690,372	6,337,000	2,353,372	8,690,372
	Transportation Capital Improvement	1,396,346	7,936,000	9,332,346	8,195,000	1,137,346	9,332,346
	Traffic In Lieu	395,978	1,815,750	2,211,728	1,750,000	461,728	2,211,728
	Traffic Impact - City-wide	1,575,929	1,086,000	2,661,929	2,157,000	504,929	2,661,929
	Traffic Impact - Pacific Ridge	296,859	1,500	298,359	-	298,359	298,359
	Total Capital Project Funds	8,939,338	20,120,250	29,059,588	20,622,017	8,437,571	29,059,588
Enterprise	Marina	3,635,762	5,705,861	9,341,623	6,451,930	2,889,693	9,341,623
	Surface Water Management	3,617,217	5,911,964	9,529,181	6,625,940	2,903,241	9,529,181
	Equipment Rental Operations	286,772	526,185	812,957	490,548	322,409	812,957
Internal Service	Equipment Rental Replacement	1,761,845	721,238	2,483,083	681,000	1,802,083	2,483,083
	Facility Repair & Replacement	336,220	311,641	647,861	523,000	124,861	647,861
	Computer Replacement	625,957	389,311	1,015,268	122,744	892,524	1,015,268
	Self Insurance	650,217	714,120	1,364,337	673,556	690,781	1,364,337
	Unemployment Insurance	417,457	73,181	490,638	30,000	460,638	490,638
	Total Budget	\$ 34,627,963	\$ 66,567,832	\$ 101,195,795	\$ 70,923,402	\$ 30,272,393	\$ 101,195,795

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ATTACHMENT 3 - STAFF AMENDMENTS

<u>Page #</u> <u>Budget</u> <u>Book</u>	<u>Page #</u> <u>10-18-2018</u> <u>Council</u> <u>Packet</u>	<u>Description of Change</u>
11	144	<u>Budget Message</u> - Updated General Fund balance of approximately \$4.7 million to \$4.3 million. The decrease is due to the addition of Executive Support for the Police Department and the decrease in revenue estimates for sales and business & occupation taxes in 2019 – reclassified tax revenue from operating to one-time amount from large construction projects and designated for capital purposes. - Updated Development Fund’s estimated ending fund balance \$4.3 million to \$4.2 million. This decrease was due to an increase in expenditures for the Engineer, Capital Projects Manager position.
12	145	- Updated the City’s total appropriated budget of \$102,923,929 to \$101,195,795 with the General Fund representing \$29,059,950, which was previously \$29,421,631 and percentage changes from 28.5% to 28.7% <u>On-Going Expenditures:</u> - Transposition in amount for Staff Accountant changed to \$59,400 from \$29,400 to correct; - Added Executive Support, Police Department – 1.0 FTE - \$120,000; <u>One-Time Expenditure:</u> - Added Police Department – Special Project Position - \$103,520. Position reclassified from on-going to one-time during transition to retirement; - Police Department One-Time Expenditures reduced from \$178,510 to \$160,000. Decrease of \$18,510 which was not earmarked for a specific item; <u>Key 2019 Capital Projects:</u> - Added page numbers to 2nd sentence after “Resolution No. 1390”

<u>Page #</u> <u>Budget</u> <u>Book</u>	<u>Page #</u> <u>10-18-2018</u> <u>Council</u> <u>Packet</u>	<u>Description of Change</u>
19	154	DRAFT ORDINANCE NO 18-108 (APPENDIX A) Highlighted amounts changed: <u>General Fund</u> • Estimated Beginning Fund Balance amount adjusted down by \$335,680 primarily due to the reduction of \$300,000 in one-time red light running revenue in the 2018 Revised Budget; • Total Revenue reduced by \$26,001 due to updated revenue estimates; • Total Expenditures increased by \$120,300 for the Police Department Executive Support position; • Estimate Ending Fund Balance amount decreased by \$481,981 as a result of the previous changes. <u>Development Fund</u> • Expenditure and Estimated Ending Fund Balance decreased by \$122,561 due to the addition of Engineer, Capital Projects Manager position. <u>Hotel-Motel Tax Fund</u> • Total Revenue decreased by \$16,000 this is from an increase in tax revenue of \$12,000 and a decrease of \$28,000 in charges for services; • Total Expenditures increased to reflect the Hotel/Motel Advisory Committees recommendation to allocate hotel/motel tax revenue to Seattle Southside in the amount of \$10,000 and the balance of \$102,000 to be used by the City of Des Moines for allowable tourism activities. <u>Redondo Zone Fund</u> • Expenditure decreased by \$18,360 due to the parking tax repealed in 2018 and therefore no parking tax expenditure • Estimated Ending Fund Balance increased by \$18,360 due to the reduction in expenditures above. <u>Waterfront Zone Fund</u> • Expenditure decreased by \$75,000 due to the parking tax repealed in 2018 and therefore no parking tax expenditure • Estimated Ending Fund Balance increased by \$75,000 due to the reduction in expenditures above. <u>Traffic Impact-Citywide Fund</u> • Estimated Beginning Fund Balance amount reduced by \$1,175,000 due to a decrease in revenue estimate for fiscal year 2018. • Revenue estimate decreased by \$139,000 based on changes in actual development activity. • Estimated Ending Fund Balance decreased by \$1,314,000 as a result of the changes to Estimated Beginning Fund Balance and the Revenue estimate. <u>Traffic Impact-Pacific Fund</u> • Estimated Beginning Fund Balance amount reduced by \$39,000 due to a decrease in revenue estimate for fiscal year 2018. • Estimated Ending Fund Balance decreased by \$39,000 as a result of the change to Estimated Beginning Fund Balance.

<u>Page #</u> <u>Budget</u> <u>Book</u>	<u>Page #</u> <u>10-18-2018</u> <u>Council</u> <u>Packet</u>	<u>Description of Change</u>
		<u>Marina Fund</u>
19	154	- Revenue increased by \$2,547 due to a change in the revenue estimates. - Expenditure increased by \$599,000 due to an increase of \$99,000 for updated estimate for fuel purchases and an increase of \$500,000 transfer to Capital Projects Fund for the N Bulkhead Replacement project.
20	155	This Page Intentionally Left Blank
21-22	156-157	Highlighted amounts changed on the 2019 Revenue Sources by Fund for updated numbers.
23-24	158-159	Highlighted amounts changed on the 2019 Expenditure Categories by Fund for updated numbers.
25	160	Updated Charts for total amount of 2019 Total Sources and 2019 Total Uses. Total decreased by \$1,728,134 from \$102,923,929 to \$101,195,795.
26-27	161-162	2019 Highlights at a Glance – Amounts have been updated for changes in revenue estimates and for the addition of the Executive Support position for the Police Department. The highlights are to provide a comparative look at the 2019 Annual Budget as compared to the 2018 Revised Budget. Information was added to more clearly point out the changes between fiscal year budgets.
28	163	2018-2023 Financial Plan Forecast updated for changes made.
29	164	General Fund Net Activity by Program updated for changes made..
30-34	165-169	General Fund Revenues updated for changes in property taxes and changes in revenue estimates.
35	171	General Fund Expenditure Summary by Department and General Fund Expenditure Summary by Category updated for changes made.
39	175	City Manager Expenditures – Amount decreased by \$39,491 for change in allocation of Management Analyst position to Human Services program
47	183	Police Flowchart – Added Executive Support position.
48	184	- Police Department Expenditures increased \$120,000 for addition of the Executive Support position. - Personnel Summary – Added Executive Support position.
49	185	- Updated title on flowchart. - Updated position title for Community Development Director to show Chief Strategic Officer/Community Development Director.
		<u>PBPW Tax Based Department Expenditures</u>
50	186	- Increase of \$80,400 in Salaries & Wages for in-house landscaping program. - Increase of \$39,600 in Personnel Benefits for in-house landscaping program. - Decrease of \$120,000 in Other Services & Charges for in-house landscaping program. The program costs are shared with the Marina and Surface Water Management Funds and is cost neutral for the General Fund as it will replace the current landscape contract.

<u>Page #</u> <u>Budget</u> <u>Book</u>	<u>Page #</u> <u>10-18-2018</u> <u>Council</u> <u>Packet</u>	<u>Description of Change</u>
51	187	Recreation & Sr. Services Flowchart – Updated position title of Program Assistant – Human Services to Management Analyst – Human Services.
52	188	Increase of \$39,791 in Parks, Recreation and Senior Services Dept Expenditures for change in allocation of Management Analyst position to Human Services program.
59	196	Development Fund Flowchart – Updated titles to reflect new positions.
61	198	Personnel Summary – Updated to reflect new positions.
62	199	<u>Development Fund Expenditures</u> • Increase of \$73,514 in Salaries & Wages for new position Engineer, Capital Projects Manager. • Increase of \$49,047 in Personnel Benefits for new position Engineer, Capital Projects Manager.
64	201	<u>Hotel/Motel Tax Fund</u> • Total Revenue decreased by \$16,000 this is from an increase in tax revenue of \$12,000 and a decrease of \$28,000 in charges for services; • Total Expenditures increased to reflect the Hotel/Motel Advisory Committees recommendation to allocate hotel/motel tax revenue to Seattle Southside in the amount of \$10,000 and the balance of \$102,000 to be used by the City of Des Moines for allowable tourism activities.
65	202	<u>Redondo Zone Fund</u> • Expenditure decreased by \$18,360 due to the parking tax repealed in 2018 and therefore no parking tax expenditure • Estimated Ending Fund Balance increased by \$18,360 due to the reduction in expenditures above.
66	203	<u>Waterfront Zone Fund</u> • Expenditure decreased by \$75,000 due to the parking tax repealed in 2018 and therefore no parking tax expenditure • Estimated Ending Fund Balance increased by \$75,000 due to the reduction in expenditures above.
75	212	<u>Capital Project Funds</u> • Estimated Beginning Fund Balance amount reduced by \$1,214,000 due to a decrease in revenue estimate for fiscal year 2018. • Revenue estimate decreased by \$139,000 based on changes in actual development activity. • Estimated Ending Fund Balance increased by \$1,353,000 due to the changes above.
81	218	<u>Marina Fund</u> • Revenue increased by \$2,547 due to a change in the revenue estimates. • Expenditure increased by \$599,000 due to an increase of \$99,000 for updated estimate for fuel purchases and an increase of \$500,000 transfer to Capital Projects Fund for the N Bulkhead Replacement project.
108-117	247-256	City of Des Moines – Index of Positions and Pay Schedule have been updated for the addition of new positions.

ATTACHMENT 4 – UPDATED PAGES FOR THE 2019
PRELIMINARY ANNUAL BUDGET

recurring expenditures while maintaining an ending General Fund balance of approximately \$4.3 million dollars, and meets the City Council's updated policy for minimum fund balance levels. The City has instituted revisions to budgetary contingency planning, raising our fund balance requirements from 12% to 16.67%, consistent with Government Finance Officer Association best management practices. The City also received a significant bond rating upgrade from A1 (Moody's) to AA+ (Standard and Poors) which affirms the city's financial health from the perspective of the bond market. This significant upgrade has already resulted in savings of over half a million dollars in a recent bond issue that the City will utilize to renovate a portion of the north Bulkhead of the Marina, and also to refinance (at a lower rate) bonds issued in 2008 for improvements to Marina and transportation infrastructure.

This \$4.3 million dollar fund balance does not include the Development Fund. The Development Fund was created in 2017 to ensure permit revenues paid at the beginning of the project are set aside to pay the costs to service projects over several years. By having a separate fund for development related activities the Development Fund's estimated ending fund balance \$4.2 million is an additional reserve that provides financial flexibility and allows the City the ability to adapt to changes which affect development activities.

In the long term, the City still faces financial challenges, including uncertainty regarding state shared revenues as well as increasing costs relating to medical and retirement compensation. Most importantly, the annual budgetary shortfalls experienced over the past decade have been eliminated through policies adopted by the City Council that have emphasized sustainability and establishing and maintaining balance between structural expenditures and structural revenues, as the overarching principle of choices made during the budget process.

As presented, this budget proposal continues to use a conservative and sustainable approach in our financial planning. As part of this plan, the 2019 Budget and long-term 2019-2023 Financial Forecast were prepared with a focus on essential services, enhancement of public safety and emergency management and an investment in capital improvements, and demonstrates our commitment to efficiently allocate our resources that provides a high level of service to our citizens and businesses.

The City of Des Moines' budget includes the City's General Fund, which supports basic government services, such as police, municipal court, parks and recreation, administration and economic development. It also includes more than 36 additional funds for special revenues, debt service, capital projects, enterprise and internal service funds.

The City's total appropriated budget is \$101,195,795 with the General Fund representing \$29,059,950 of that total – approximately 28.7 percent of the City's total budget. Included in this budget document are the following key staffing, program enhancements and capital projects:

Key 2019 staffing and program enhancements for the General Fund include:

On-Going Expenditures

- ❖ Public Records Clerk – 1.0 FTE - \$99,000
- ❖ Management Analyst – 0.6 FTE - \$59,300
- ❖ Staff Accountant – 0.5 FTE - \$56,400
- ❖ Parks Maintenance Lead – 1.0 FTE – replacement of landscape contract with no increase to the General Fund.
- ❖ Parks Maintenance Workers – 3.0 FTE – replacement of landscape contract with no increase to the General Fund.
- ❖ Executive Support, Police Department – 1.0 FTE - \$120,000
- ❖ K-9 Program - \$20,000
- ❖ Leased Vehicles for Street Crimes – 2 Vehicles - \$15,000

One-Time Expenditures

- ❖ Police Officers, Hire Ahead Program – 4.0 FTE Authorized, but 3.0 FTE Funded - \$325,000
- ❖ Emergency Management Director – 1.0 FTE Limited Term - \$218,830
- ❖ Court Clerk – 1.0 FTE Limited Term - \$77,660
- ❖ Police Department – Special Project Position - \$103,520
- ❖ Metro Shuttle – Midday & Saturday Service - \$132,580
- ❖ Budget Proviso - \$22,000
- ❖ Additional Professional Services related to economic development, Park Impact Fee Study, Marina Redevelopment and Utility Tax Audit - \$191,000
- ❖ SCORE Contribution Increase - \$267,701
- ❖ Audio System at the Senior Center - \$35,000
- ❖ Police Department – Duty Weapons, Spillman Upgrade, Vehicle Purchase, Fitness Facility Improvement, Software for Investigation and Camera at Redondo - \$160,000
- ❖ Beach Park Auditorium Sound System and Chairs \$43,500

Key 2019 staffing for the Development Fund include:

One-Time Expenditures

- ❖ Building Official, Hire Ahead Program – 1.0 FTE - \$150,000
- ❖ Engineer, Capital Projects Manager – 1.0 FTE - \$158,000
- ❖ Land Use Planner - 1.0 FTE – Cost to be reimbursed through the agreement with Sound Transit - \$150,000
- ❖ Civil Engineer - 1.0 FTE - Cost to be reimbursed through the agreement with Sound Transit - \$135,000

Key 2019 Capital Projects total \$17,971,000, taken from the approved Capital Improvement Plan, per Resolution No. 1390 (please see pages 94 – 101 for more detail):

- ❖ Economic Development Projects - \$50,000

DRAFT ORDINANCE NO. 18-108 (APPENDIX A)
SUMMARY OF SOURCES AND USES

Funds	Estimated Beginning Fund Balance	Revenue	Total Sources	Estimated Ending Fund		
				Expenditure	Balance	Total Uses
General Fund	\$ 4,946,525	\$ 24,113,425	\$ 29,059,950	\$ 24,781,677	\$ 4,278,273	\$ 29,059,950
Streets	771,356	1,683,608	2,454,964	1,677,883	777,081	2,454,964
Street Pavement	1,071,232	1,083,800	2,155,032	926,000	1,229,032	2,155,032
Development	4,446,615	2,906,742	7,353,357	3,115,952	4,237,405	7,353,357
Police Drug Seizure	10,446	1,000	11,446	1,000	10,446	11,446
Hotel-Motel Tax	(3,491)	112,000	108,509	112,000	(3,491)	108,509
Redondo Zone	36,433	93,150	129,583	54,429	75,154	129,583
Waterfront Zone	190,729	198,600	389,329	110,729	278,600	389,329
PBPW Automation Fee	295,895	100,000	395,895	90,881	305,014	395,895
Urban Forestry	10,000	10,000	20,000	5,000	15,000	20,000
Abatement	25,760	5,300	31,060	200	30,860	31,060
Automated Speed Enforce (ASE)	375,147	350,000	725,147	482,000	243,147	725,147
Transportation Benefit District	158,827	944,000	1,102,827	931,328	171,499	1,102,827
REET 1 Debt Service	19,130	17,354	36,484	16,870	19,614	36,484
REET 2 Debt Service	38,570	247,102	285,672	246,668	39,004	285,672
2018 LTGO Debt Service	1,964,004	228,000	2,192,004	2,150,050	41,954	2,192,004
Total Debt Service	2,021,704	492,456	2,514,160	2,413,588	100,572	2,514,160
REET 1	1,271,111	562,000	1,833,111	355,915	1,477,196	1,833,111
REET 2	871,639	507,000	1,378,639	818,102	560,537	1,378,639
Park Levy	4,757	57,000	61,757	54,000	7,757	61,757
Park In Lieu	620,810	125,000	745,810	249,000	496,810	745,810
One Time Sales Tax	1,345,537	500,000	1,845,537	706,000	1,139,537	1,845,537
Municipal Capital Improvement	1,160,372	7,530,000	8,690,372	6,337,000	2,353,372	8,690,372
Transportation Capital Improvement	1,396,346	7,936,000	9,332,346	8,195,000	1,137,346	9,332,346
Traffic In Lieu	395,978	1,815,750	2,211,728	1,750,000	461,728	2,211,728
Traffic Impact - City-wide	1,575,929	1,086,000	2,661,929	2,157,000	504,929	2,661,929
Traffic Impact - Pacific Ridge	296,859	1,500	298,359	-	298,359	298,359
Total Capital Project Funds	8,939,338	20,120,250	29,059,588	20,622,017	8,437,571	29,059,588
Marina	3,635,762	5,705,861	9,341,623	6,451,930	2,889,693	9,341,623
Surface Water Management	3,617,217	5,911,964	9,529,181	6,625,940	2,903,241	9,529,181
Equipment Rental Operations	286,772	526,185	812,957	490,548	322,409	812,957
Equipment Rental Replacement	1,761,845	721,238	2,483,083	681,000	1,802,083	2,483,083
Facility Repair & Replacement	336,220	311,641	647,861	523,000	124,861	647,861
Computer Replacement	625,957	389,311	1,015,268	122,744	892,524	1,015,268
Self Insurance	650,217	714,120	1,364,337	673,556	690,781	1,364,337
Unemployment Insurance	417,457	73,181	490,638	30,000	460,638	490,638
Total Budget	\$ 34,627,963	\$ 66,567,832	\$ 101,195,795	\$ 70,923,402	\$ 30,272,393	\$ 101,195,795

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2019 REVENUE SOURCES BY FUND

	Taxes	Licenses & Permits	Inter- Government Revenue	Charges For Services	Fines and Forefits	Misc Revenue
<u>GENERAL FUND</u>						
General	14,451,355	1,447,500	594,381	5,028,099	2,130,100	461,990
<u>SPECIAL REVENUE FUNDS</u>						
Street Maintenance	467,735	-	725,873	440,000	-	5,000
Arterial Street Pavement	-	605,800	-	-	-	6,000
Development	-	1,448,300	76,330	1,376,712	-	5,400
Police Drug Seizure	-	-	-	-	-	1,000
Hotel-Motel Tax	112,000	-	-	-	-	-
Redondo Zone	-	-	-	-	3,000	90,150
Waterfront Zone	-	-	-	-	4,000	194,600
PBPW Automation	-	-	-	100,000	-	-
Urban Forestry	-	-	-	10,000	-	-
Abatement	-	-	-	-	500	4,800
Automated Speed Enforce	-	-	-	-	350,000	-
Transportation Benefit District	944,000	-	-	-	-	-
<u>DEBT SERVICE FUND</u>						
Debt Service	-	-	-	-	-	-
<u>CONSTRUCTION FUND</u>						
Construction	1,000,000	-	6,812,000	3,016,000	-	517,250
<u>ENTERPRISE FUND</u>						
Marina	-	-	-	4,224,512	20,000	84,315
Surface Water Management	-	-	-	4,071,914	-	70,050
<u>INTERNAL SERVICE FUNDS</u>						
Equip Rental Operations	-	-	-	525,185	-	1,000
Equip Rental Replacement	-	-	-	651,238	-	-
Facility Repair & Replacement	-	-	-	111,641	-	-
Computer Replacement	-	-	-	389,211	-	100
Self Insurance	-	-	-	714,120	-	-
Unemployment Insurance	-	-	-	68,181	-	5,000
TOTAL ALL FUNDS	16,975,090	3,501,600	8,208,584	20,726,813	2,507,600	1,446,655

2019 REVENUE SOURCES BY FUND

	Other Financing Sources	Transfers	Beginning Fund Balance	TOTAL AVAILABLE RESOURCES
<u>GENERAL FUND</u>				
General	-	-	4,946,525	29,059,950
<u>SPECIAL REVENUE FUNDS</u>				
Street Maintenance	-	45,000	771,356	2,454,964
Arterial Street Pavement Development	-	472,000	1,071,232	2,155,032
Police Drug Seizure	-	-	4,446,615	7,353,357
Hotel-Motel Tax	-	-	10,446	11,446
Redondo Zone	-	-	(3,491)	108,509
Waterfront Zone	-	-	36,433	129,583
PBPW Automation	-	-	190,729	389,329
Urban Forestry	-	-	295,895	395,895
Abatement	-	-	10,000	20,000
Automated Speed Enforce	-	-	25,760	31,060
Transportation Benefit District	-	-	375,147	725,147
	-	-	158,827	1,102,827
<u>DEBT SERVICE FUND</u>				
Debt Service	-	492,456	2,021,704	2,514,160
<u>CONSTRUCTION FUND</u>				
Construction	-	8,775,000	8,939,338	29,059,588
<u>ENTERPRISE FUND</u>				
Marina	4,459	1,372,575	3,635,762	9,341,623
Surface Water Management	65,000	1,705,000	3,617,217	9,529,181
<u>INTERNAL SERVICE FUNDS</u>				
Equip Rental Operations	-	-	286,772	812,957
Equip Rental Replacement	-	70,000	1,761,845	2,483,083
Facility Repair & Replacement	-	200,000	336,220	647,861
Computer Replacement	-	-	625,957	1,015,268
Self Insurance	-	-	650,217	1,364,337
Unemployment Insurance	-	-	417,457	490,638
TOTAL ALL FUNDS	69,459	13,132,031	34,627,963	101,195,795

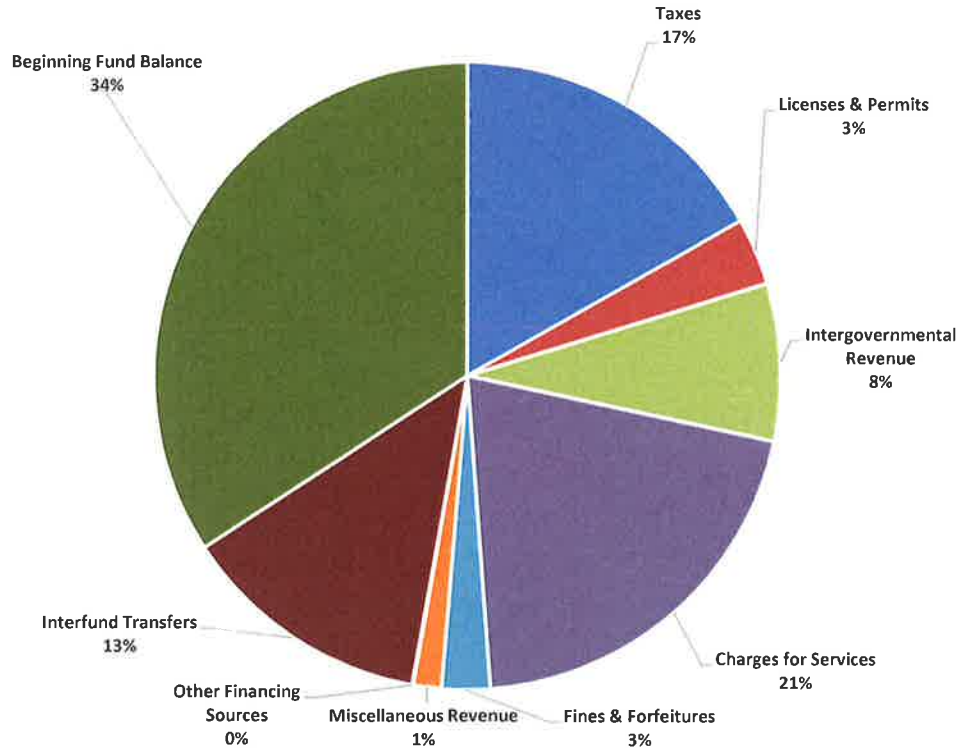
2019 EXPENDITURE CATEGORIES BY FUND

	Salaries & Wages	Personnel Benefits	Supplies	Other Services & Charges	Transfers
<u>GENERAL FUND:</u>					
General	10,411,614	4,044,094	722,397	8,632,133	909,439
<u>SPECIAL REVENUE FUNDS:</u>					
Street Maintenance	363,375	165,630	95,213	1,053,665	-
Arterial Street Pavement	-	-	-	926,000	-
Development	1,617,768	681,845	26,822	789,517	-
Police Drug Seizure	-	-	500	500	-
Hotel-Motel Tax	-	-	-	112,000	-
Redondo Zone	-	-	9,000	45,429	-
Waterfront Zone	-	-	10,000	100,729	-
PBPW Automation	-	-	-	90,881	-
Urban Forestry	-	-	5,000	-	-
Abatement	-	-	-	200	-
Automated Speed Enforce	-	-	-	272,000	210,000
Transportation Benefit District	-	-	-	459,328	472,000
<u>DEBT SERVICE FUNDS:</u>					
Debt Service	-	-	-	14,076	1,923,000
<u>CONSTRUCTION FUNDS:</u>					
Construction	-	-	-	-	6,090,017
<u>ENTERPRISE FUNDS:</u>					
Marina	689,173	289,075	1,148,143	980,389	1,822,575
Surface Water Management	909,593	467,030	115,785	1,723,532	1,705,000
<u>INTERNAL SERVICE FUNDS:</u>					
Equip Rental Operations	119,307	63,680	227,206	80,355	-
Equip Rental Replacement	-	-	-	-	-
Facility Repair & Replacement	-	-	-	46,000	-
Computer Replacement	-	-	-	-	-
Self Insurance	-	-	-	673,556	-
Unemployment Insurance	-	-	-	30,000	-
TOTAL ALL FUNDS	14,110,830	5,711,354	2,360,066	16,030,290	13,132,031

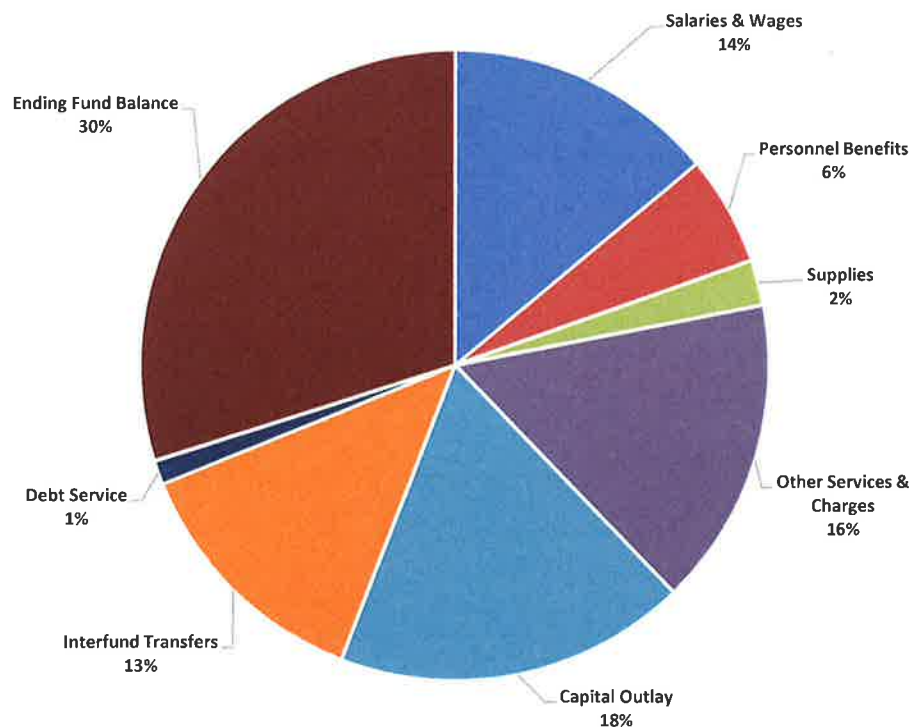
2019 EXPENDITURE CATEGORIES BY FUND

	Capital Outlay	Debt Service	Ending Fund Balance	TOTAL USES
<u>GENERAL FUND:</u>				
General	62,000	-	4,278,273	29,059,950
<u>SPECIAL REVENUE FUNDS:</u>				
Street Maintenance	-	-	777,081	2,454,964
Arterial Street Pavement	-	-	1,229,032	2,155,032
Development	-	-	4,237,405	7,353,357
Police Drug Seizure	-	-	10,446	11,446
Hotel-Motel Tax	-	-	(3,491)	108,509
Redondo Zone	-	-	75,154	129,583
Waterfront Zone	-	-	278,600	389,329
PBPW Automation	-	-	305,014	395,895
Urban Forestry	-	-	15,000	20,000
Abatement	-	-	30,860	31,060
Automated Speed Enforce	-	-	243,147	725,147
Transportation Benefit District	-	-	171,499	1,102,827
<u>DEBT SERVICE FUNDS:</u>				
Debt Service	-	476,512	100,572	2,514,160
<u>CONSTRUCTION FUNDS:</u>				
Construction	14,532,000	-	8,437,571	29,059,588
<u>ENTERPRISE FUNDS:</u>				
Marina	740,000	782,575	2,889,693	9,341,623
Surface Water Management	1,705,000	-	2,903,241	9,529,181
<u>INTERNAL SERVICE FUNDS:</u>				
Equip Rental Operations	-	-	322,409	812,957
Equip Rental Replacement	681,000	-	1,802,083	2,483,083
Facility Repair & Replacement	477,000	-	124,861	647,861
Computer Replacement	120,025	2,719	892,524	1,015,268
Self Insurance	-	-	690,781	1,364,337
Unemployment Insurance	-	-	460,638	490,638
TOTAL ALL FUNDS	18,317,025	1,261,806	30,272,393	101,195,795

**2019 TOTAL SOURCES -
\$101,195,795**



**2019 TOTAL USES
- \$101,195,795**



GENERAL FUND

2019 HIGHLIGHTS AT A GLANCE

ONGOING REVENUE	\$ 23,113,425
ONGOING EXPENDITURE	<u>\$ 22,704,886</u>
NET ANNUAL ONGOING SURPLUS	\$ 408,539

ONGOING REVENUE - \$23,113,425 COMPARED TO 2018 REVISED BUDGET = \$22,473,109:

➤ Property taxes	\$ 169,000
➤ Sales taxes	167,000
➤ B&O	46,250
➤ Utility and other taxes	(4,895)
➤ Business License Fees	271,000
➤ Interfund Admin charges	77,135
➤ Public Safety Revenue	(82,117)
➤ Other revenue changes	<u>(3,057)</u>

TOTAL CHANGES TO ONGOING REVENUES	\$ 640,316
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ONGOING EXPENDITURE - \$22,704,886 COMPARED TO 2018 REVISED BUDGET = \$21,797,961:

➤ Salary & benefits	\$ 501,750
➤ Office & operating supplies	85,327
➤ Services & other charges	94,472
➤ Debt Service – 2018 LTGO Bond	228,000
➤ Interfund computer, equipment replacement/maint	<u>(2,624)</u>

TOTAL CHANGES TO ONGOING EXPENDITURES	\$ 906,925
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ONE-TIME REVENUES - \$1,000,000 COMPARED TO 2018 REVISED BUDGET = \$1,585,000:

➤ Red Light Running over \$1.5 million	\$ (200,000)
➤ One-time Sales and B&O Tax Revenues	<u>(385,000)</u>

TOTAL ONE-TIME REVENUES	\$ (585,000)
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GENERAL FUND

2019 HIGHLIGHTS AT A GLANCE (continued)

ONE-TIME EXPENDITURES - \$2,076,791 COMPARED TO 2018 REVISED BUDGET = \$2,706,150:

➤ Transfers Out - Traffic Calming Signs	\$ (151,500)
➤ Transfers Out – Abatement Fund	(30,000)
➤ Transfers Out – Police and Court Security CIP	(314,000)
➤ Transfers Out – N Bulkhead CIP	(500,000)
➤ Legislative Lobbyist	(10,000)
➤ Communication Consultant	(15,000)
➤ Metro Pilot Program Consultant	(15,000)
➤ Transfers Out – Parking/Event Signs	(50,000)
➤ Transfers Out – Economic Dev CIPs – Alley Improvements	(393,650)
➤ Emergency Management Director	98,830
➤ Temporary Court Clerk	5,660
➤ Police Department: Special Project/Office Manager	103,520
➤ Police Department: Hire Ahead Program	175,000
➤ Police Department: Duty Weapons	30,000
➤ Police Department: Spillman Upgrade	30,000
➤ Police Department: Vehicle Purchase	70,000
➤ Police Department: Fitness Facility Improvement	10,000
➤ Police Department: Investigation Software	12,000
➤ Police Department: Cameras for Redondo	8,000
➤ SCORE – 2019 Contribution	267,701
➤ Professional Services	213,000
➤ Senior Center: Audio System	35,000
➤ Beach Park Auditorium Sound System & Chairs	43,500
➤ Metro Shuttle Services – Pilot Program	132,580
➤ Transfer out to CIP: One-time Tax Revenue Fund	(385,000)

TOTAL ONE-TIME EXPENDITURES	\$ (629,359)
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2018-2023 FINANCIAL PLAN FORECAST

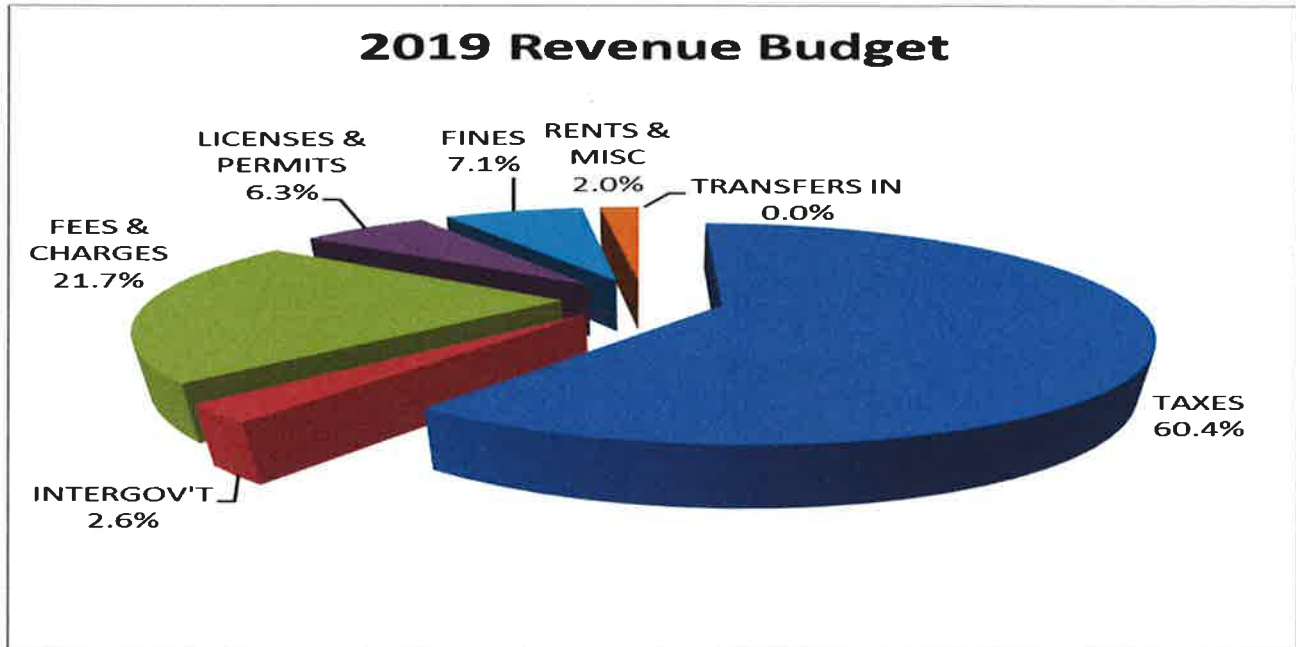
2018-2023 GENERAL FUND							
	BUDGET 2018	REVISED EST 2018	BUDGET 2019	FORECAST			
				2020	2021	2022	2023
BEGINNING RESERVE	\$ 4,532,095	\$ 5,392,527	\$ 4,946,525	\$ 4,278,273	\$ 4,296,825	\$ 4,554,211	\$ 5,113,717
Operating Revenues	21,632,109	22,473,109	23,113,425	23,362,365	23,650,994	23,907,988	24,169,375
Operating Expenditures	(21,383,460)	(21,797,961)	(22,704,886)	(23,343,813)	(23,393,608)	(23,348,482)	(23,915,071)
Net Activity ("Operating revenues over (under) operating expenditures")	248,649	675,148	408,539	18,552	257,386	559,506	254,304
ONE-TIME ACTIVITIES - CIP & PUBLIC SAFETY							
Revenues							
Red Light Running (>\$1.5m)	1,000,000	700,000	500,000	600,000	400,000	200,000	-
One-Time Sales & B&O Tax Revenues		885,000	500,000	75,000	125,000	175,000	200,000
Total One-Time Revenues - CIP & Public Safety	1,000,000	1,585,000	1,000,000	675,000	525,000	375,000	200,000
Expenditures							
One Time Expenditures - CIP & Public Safety							
Transfer Out - One-Time Sales & B&O Tax to Fund 309		(885,000)	(500,000)	(75,000)	(125,000)	(175,000)	(200,000)
Transfer Out - Traffic Calming Signs	(151,500)	(151,500)	-	-	-	-	-
EMS Radios - Public Works	(25,000)	-	-	-	-	-	-
Police Radio Replacements	(55,000)	-	-	-	-	-	-
SWAT Gear/Equipment	(12,000)	-	-	-	-	-	-
Transfer Out - Abatement Fund "Seed Money"	(30,000)	(30,000)	-	-	-	-	-
Police Dept Security CIP (REET 1 to Bulkhead)	(138,000)	(138,000)	-	-	-	-	-
Court Security CIP (REET 1 to Bulkhead)	(176,000)	(176,000)	-	-	-	-	-
Police Dept HVAC CIP (Save One Time Sales Tax)	-	-	-	-	-	-	-
Transfer Out - N Bulkhead	(1,000,000)	(500,000)	-	-	-	-	-
Legislative Lobbyist	(10,000)	(10,000)	-	-	-	-	-
Metro Pilot Program Consultant	(15,000)	(15,000)	-	-	-	-	-
Communication Consultant	(15,000)	(15,000)	-	-	-	-	-
Communication Software	(10,000)	-	-	-	-	-	-
Parks Deep Time Aerator	(27,000)	-	-	-	-	-	-
Transfer Out - Parking/Event Signs	(50,000)	(50,000)	-	-	-	-	-
Transfer Out - Economic Dev CIPs- Alley Improve	(393,650)	(393,650)	-	-	-	-	-
Temp Asst Police Chief - (converted to Emergency Mgmt Director)	(196,000)	(120,000)	(218,830)	-	-	-	-
Temp Court Clerk	(72,000)	(72,000)	(77,660)	-	-	-	-
Police Dept - Special Project			(103,520)	(106,100)	(108,020)	-	-
Police Dept - Hire Ahead Program		(150,000)	(325,000)	(345,000)	-	-	-
Police Dept - Duty Weapons			(30,000)	-	-	-	-
Police Dept - Spillman Upgrade			(30,000)	-	-	-	-
Police Dept - Vehicle purchase			(70,000)	-	-	-	-
Police Dept - Fitness Facility Improvement			(10,000)	-	-	-	-
Police Dept - Investigation Software			(12,000)	-	-	-	-
Police Dept - Cameras for Redondo			(8,000)	-	-	-	-
Public Safety Program			-	(148,900)	(291,980)	(200,000)	-
Total One-Time Expenditures - CIP & Public Safety	(2,376,150)	(2,706,150)	(1,385,010)	(675,000)	(525,000)	(375,000)	(200,000)
Total Net One Time Activities - CIP & Public Safety	(1,376,150)	(1,121,150)	(385,010)	-	-	-	-
Other One-Time Expenditures:							
Professional Svcs			(213,000)	-	-	-	-
Audio System at Sr. Center			(35,000)	-	-	-	-
Beach Park Auditorium Sound System & Chairs			(43,500)	-	-	-	-
Metro Shuttle Svcs Pilot Program			(132,580)	-	-	-	-
SCORE Contribution			(267,701)	-	-	-	-
Total Other One-Time Expenditures	-	-	(691,781)	-	-	-	-
ENDING RESERVE	\$ 3,404,594	\$ 4,946,525	\$ 4,278,273	\$ 4,296,825	\$ 4,554,211	\$ 5,113,717	\$ 5,368,021
Required Reserve Calculation							
5% Stabilization	1,081,605	New reserve policy for the General Fund Ending Fund Balance per Ordinance No. 1703.					
7% Regular	1,496,842						
Combined Required Reserve (12%)	2,578,447						
GFOA Target of 60 days (approx. 16.67%)	3,564,623	3,633,720	3,784,904	3,891,414	3,899,714	3,892,192	3,986,642
Reserve (shortfall) surplus to GFOA Target	(160,029)	1,312,805	493,369	405,411	654,497	1,221,525	1,381,379
Ending Reserve - % Total Expenditures	14.33%	22.69%	18.84%	18.41%	19.04%	21.56%	22.26%

GENERAL FUND NET ACTIVITY BY PROGRAM

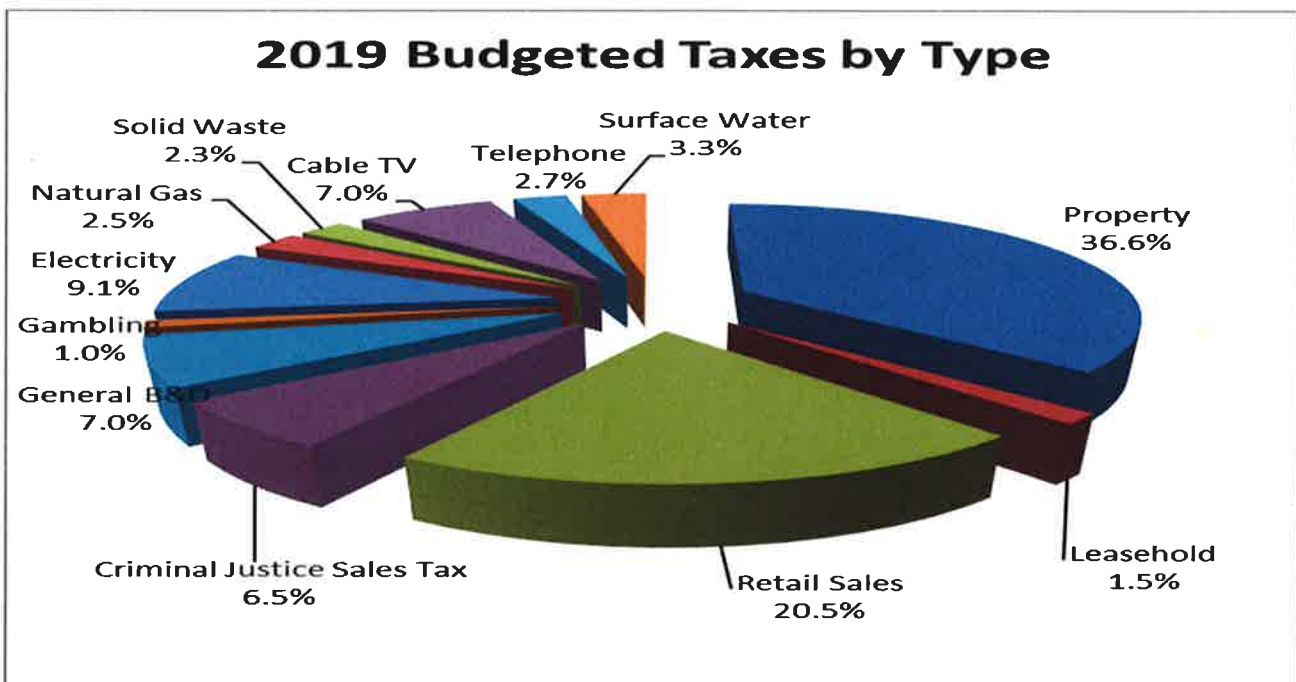
	2018 BUDGET			2019 BUDGET		
	REVENUES	EXPENDITURES	NET	REVENUES	EXPENDITURES	NET
<u>Unrestricted Revenues</u>						
Unrestricted Taxes	\$ 12,117,000		\$ 12,117,000	\$ 13,046,355		\$ 929,355
One Time Sales/B&O Taxes	-		-	500,000		500,000
Unrestricted Franchise Fees	1,130,000		1,130,000	1,140,000		1,140,000
Business License Fees	-		-	271,000		271,000
State/City Assistance	90,000		90,000	100,000		100,000
Miscellaneous	21,000		21,000	105,200		105,200
Transfer In	-		-	-		-
Total Unrestricted Revenues	13,358,000		13,358,000	15,162,555		15,162,555
<u>Policy & Support Services</u>						
Support Services Chargebacks	2,620,190		2,620,190	2,681,667		2,681,667
City Council		95,148	(95,148)	-	93,830	(93,830)
City Manager	-	1,178,806	(1,178,806)	-	2,092,625	(2,092,625)
Financial Services	70,000	996,334	(926,334)	65,000	1,192,657	(1,127,657)
Technology Services	758,527	758,527	-	774,185	910,885	(136,700)
Legal (Civil)	-	387,812	(387,812)	12,000	775,282	(763,282)
Bldg & Facility Maint	-	394,665	(394,665)	-	342,407	(342,407)
Total Policy & Support Services	3,448,717	3,811,292	(362,575)	3,532,852	5,407,686	(1,874,834)
<u>Public Safety Services</u>						
Restricted - Public Safety	3,884,460		3,884,460	3,485,838		3,485,838
Court	115,005	1,287,728	(1,172,723)	112,100	1,372,505	(1,260,405)
Probation	72,500	224,938	(152,438)	67,000	232,377	(165,377)
EMS/Fire/Jail/Public Defenders	4,500	968,037	(963,537)	4,600	1,179,606	(1,175,006)
Legal (Prosecution, DV, etc.)	36,050	312,113	(276,063)	37,132	-	37,132
Police	238,015	10,518,937	(10,280,922)	239,243	10,969,950	(10,730,707)
Total Public Safety Services	4,350,530	13,311,753	(8,961,223)	3,945,913	13,754,438	(9,808,525)
<u>Community Services</u>						
Planning & Bldg (NonFee Based)		750,947	(750,947)		567,669	(567,669)
Engineering (NonFee Based)		256,360	(256,360)		268,492	(268,492)
Subtotal	-	1,007,307	(1,007,307)	-	836,161	(836,161)
Park Maintenance	26,665	946,555	(919,890)	26,728	933,297	(906,569)
Parks & Community Relations	6,500	218,553	(212,053)	6,500	213,813	(207,313)
Arts Program	12,500	55,511	(43,011)	9,500	65,781	(56,281)
Senior & Human Services	104,050	604,892	(500,842)	104,230	675,547	(571,317)
Recreation Programs	1,059,047	1,289,210	(230,163)	1,059,047	1,373,431	(314,384)
Beach Park Rentals	266,100	563,949	(297,849)	266,100	612,084	(345,984)
Subtotal	1,474,862	3,678,670	(2,203,808)	1,472,105	3,873,953	(2,401,848)
Total Community Services	1,474,862	4,685,977	(3,211,115)	1,472,105	4,710,114	(3,238,009)
<u>Transfers Out</u>						
Operating Subsidies		30,000	(30,000)		-	-
Debt Service		11,440	(11,440)		239,439	(239,439)
One Time Sales/B&O Taxes for Capital Purposes		-	-		500,000	(500,000)
Capital Projects		1,909,148	(1,909,148)		170,000	(170,000)
Total Transfers	-	1,950,588	(1,950,588)	-	909,439	(909,439)
TOTAL GENERAL FUND	\$ 22,632,109	\$23,759,610	\$ (1,127,501)	\$ 24,113,425	\$ 24,781,677	\$ (668,252)

GENERAL FUND REVENUES

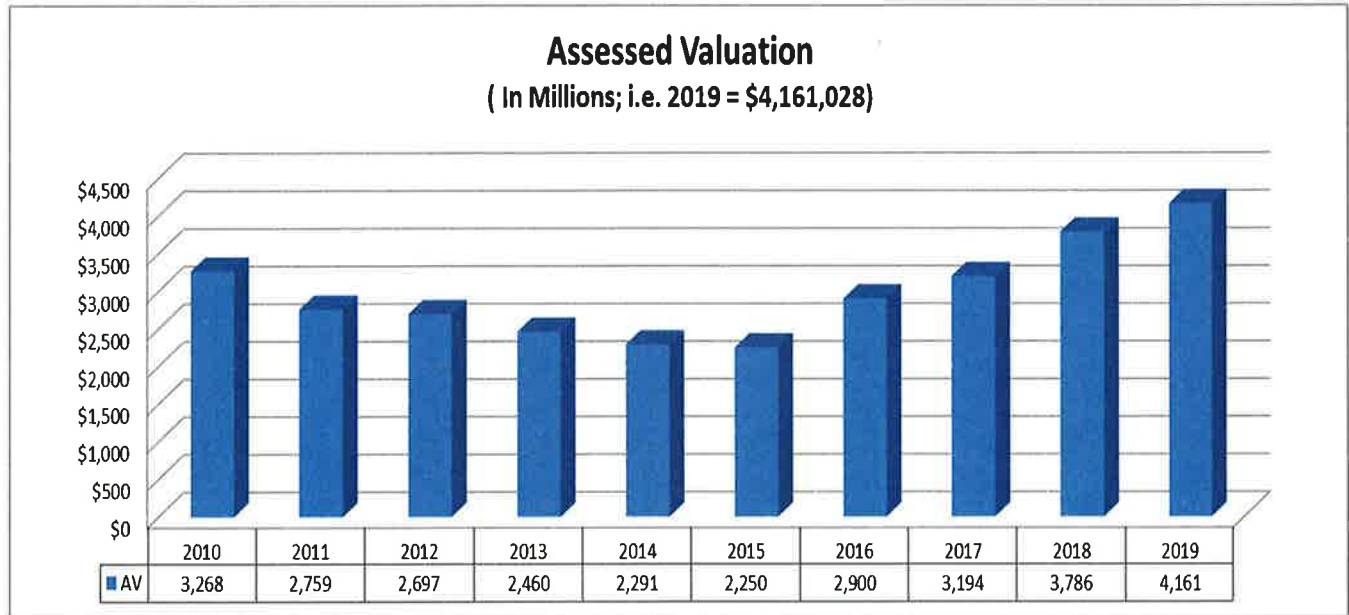
Taxes. Taxes represent 60.4% of the overall funding to the General Fund.



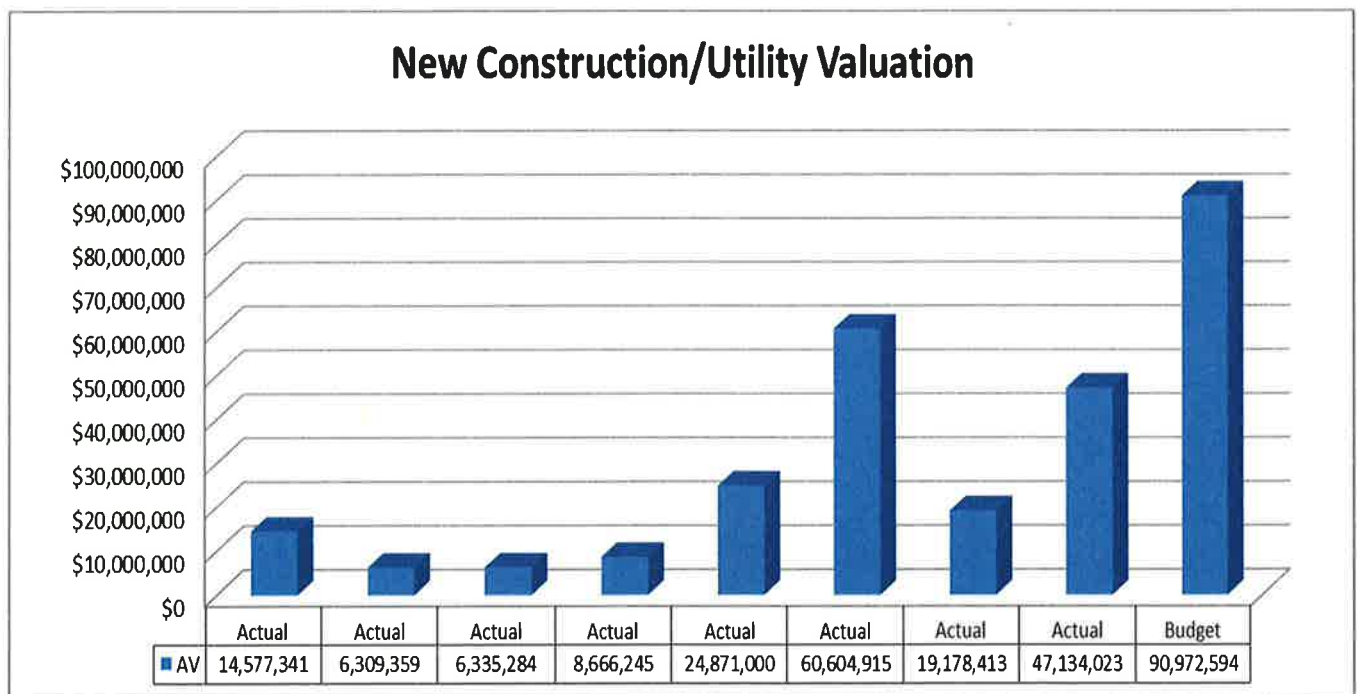
Property tax still remains the largest single source of tax revenue to the general fund (\$5,111,000) but utility taxes are a close second (\$3,762,105). The relative percentage of tax sources funding the General Fund is: 38.1% Property and Leasehold Taxes, 35.0% Utility, B&O and Gambling Taxes and 27.0% Sales Tax. Diversification of revenue sources helps to protect the City from revenue swings. For example, if property taxes sharply decline, utility taxes would likely remain largely unaffected, warm weather may affect electricity but not cable TV, etc.



Property taxes. In 2019 property taxes are budgeted to increase approximately \$168,320 due to a combination of the proposed 1% property tax increase of approximately \$43,170, increased assessed valuation on new construction of \$118,760 and relevy of prior year refunds of \$6,390. Assessed valuation has recovered and surpassed the 2010 peak valuation.

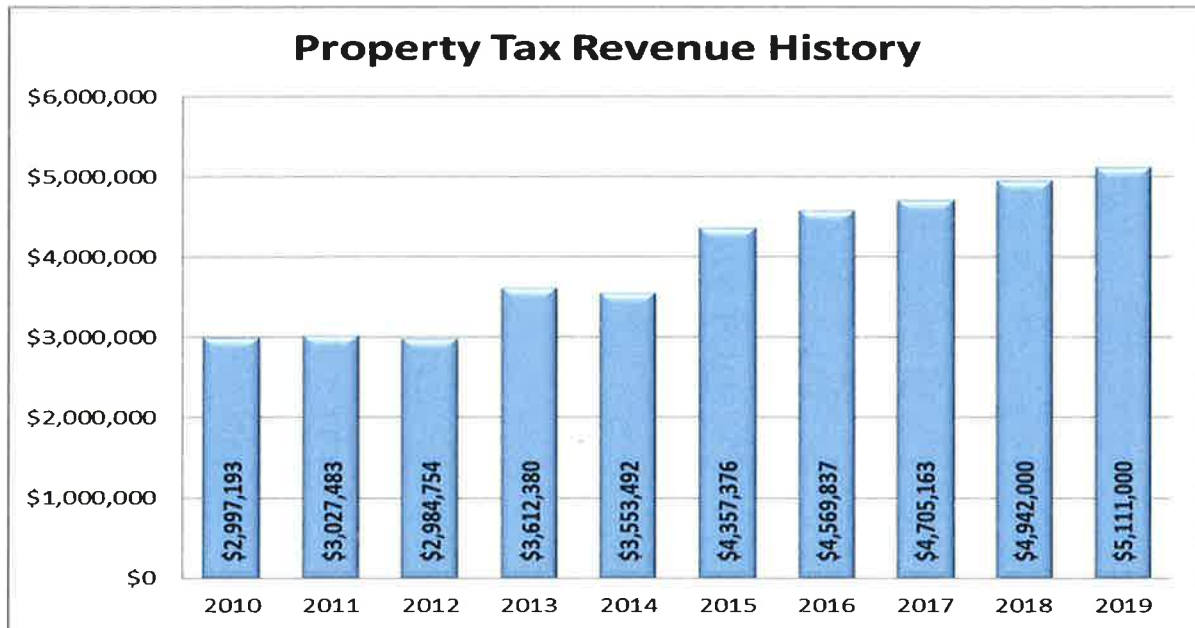


The City's success and continued focus on economic development is reflected in the increase in new construction values. The new construction factor adds \$118,760, in new, ongoing property tax revenues.

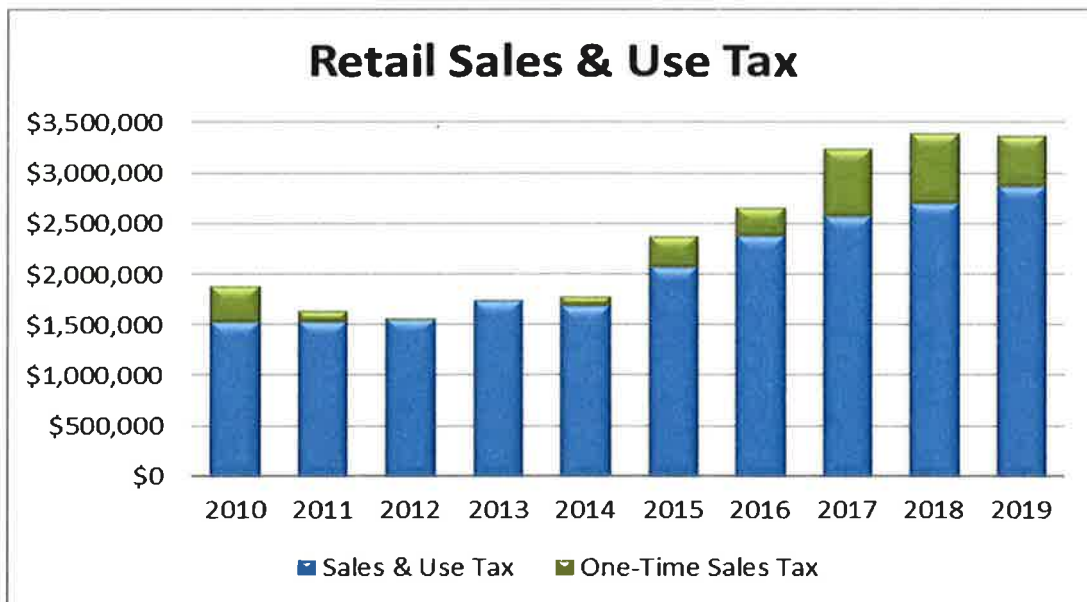


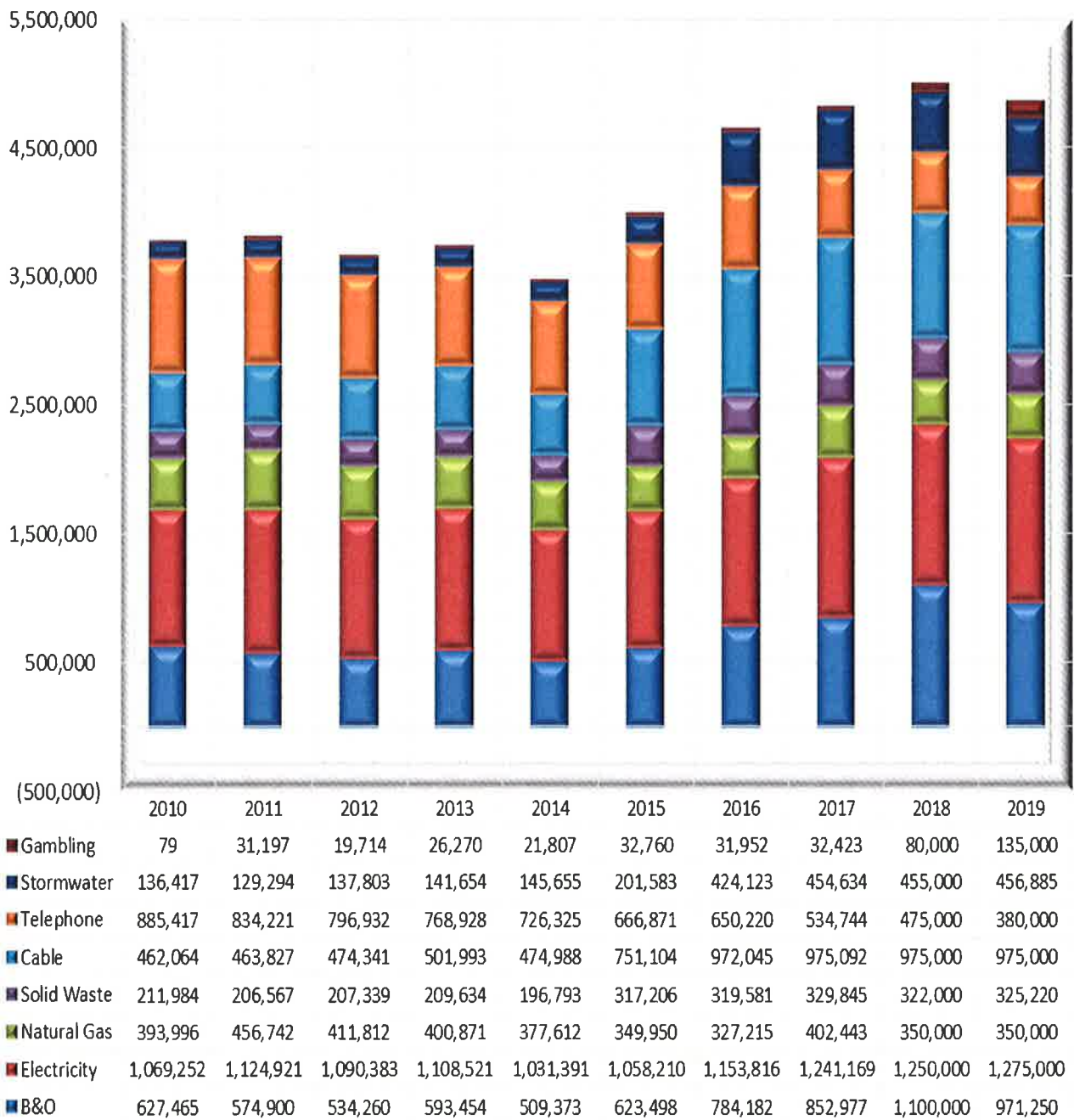
The City is limited by state law to a property tax levy which is subject to three different limitation calculations. The first limits is an overall limit of \$3.60/1,000 assessed valuation. When there is a library and/or fire district

located within the City, those districts' property tax levies are deducted from the City's allowable rate (but only to the point the City rate becomes \$1.60/1,000 of assessed valuation). The second limit is that the total levy from last year cannot be raised by more than the Implicit Price Deflator (a type of inflation index) plus a factor related to new construction. The third limit is that the total levy from last year cannot be raised by more than 1% (about \$43,170) plus a factor for new construction (about \$118,760).

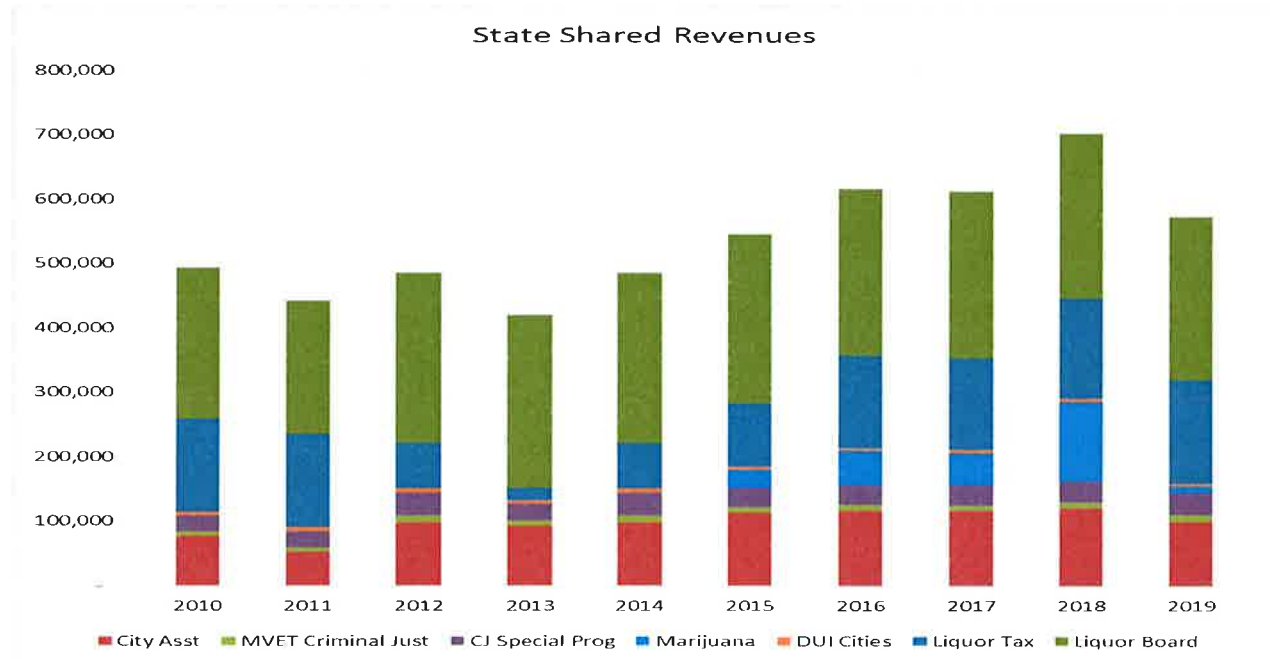


Retail Sales Tax. The recovering economy and the City's continued economic development efforts are leading to increases in both one-time (construction) and ongoing increases in sales tax. One-time sales tax and B&O tax revenue is included in the 2019 Budget. To be conservative, the revenue budget is \$500,000 with a corresponding \$500,000 budgeted transfer out to fund capital improvements.



B&O Taxes, Utility and Gambling Taxes**B&O/Utility Taxes**

State Shared Revenues



State shared revenues expected in 2019 is approximately \$573,000 which is 2.4% of the General Fund Budgeted revenues. The State of Washington shares these revenues which from several sources and are often distributed on a per capital basis, although some shared revenues are distributed according to other criteria. As the state continues to address its budget challenges there is some risk the state may decide to withhold some or all of the above contributions it currently makes to cities.

Fines & Forfeitures. The 2019 budget for this revenue category is expected to decrease an estimated \$219,000, which is primarily attributed to the decline in “one-time” Red Light Running program revenue. The Red Light Running program issues tickets for violations for failure to stop at a red light and are legally treated similar to a parking ticket. The program generates \$1.5 million which is considered “on-going” revenues and therefore available to support “on-going” law enforcement expenditures. An additional \$500,000 is considered “one-time” revenues and therefore is available to support “one-time” public safety expenditures.

Licenses & Permits. Development revenues are variable by nature. In 2017 the development related revenues were no longer considered part of the General Fund and were instead included in their own Special Revenue Fund (Development Fund). Cable and Solid Waste Franchise fees continue to be included in this section of the General Fund.

**GENERAL FUND EXPENDITURE SUMMARY
BY DEPARTMENT**

DEPARTMENT	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
City Council	65,728	80,810	72,890	95,148	93,830
City Manager	1,008,237	966,005	1,275,600	1,178,806	2,092,625
Finance & Technology	1,353,537	1,658,127	1,781,135	1,754,861	2,103,542
Legal	590,590	575,225	659,695	699,925	775,282
Municipal Court	970,664	963,709	1,413,986	1,512,666	1,604,882
Public Safety Services	639,664	729,685	752,516	968,037	1,179,606
Police	7,809,452	8,056,571	10,173,320	10,518,937	10,971,950
Plan, Bldg & PW Admin	3,338,186	3,617,930	1,872,288	2,348,527	2,109,865
Parks, Rec & Sr Services	1,960,894	1,889,359	2,513,151	2,732,115	2,940,656
Transfers Out	77,439	722,436	960,192	1,950,588	909,439
Total Operations	17,814,391	19,259,857	21,474,773	23,759,610	24,781,677
Ending Fund Balance	1,339,266	4,440,724	5,532,545	3,404,594	4,278,273
Total Expenditures	19,153,657	23,700,581	27,007,318	27,164,204	29,059,950

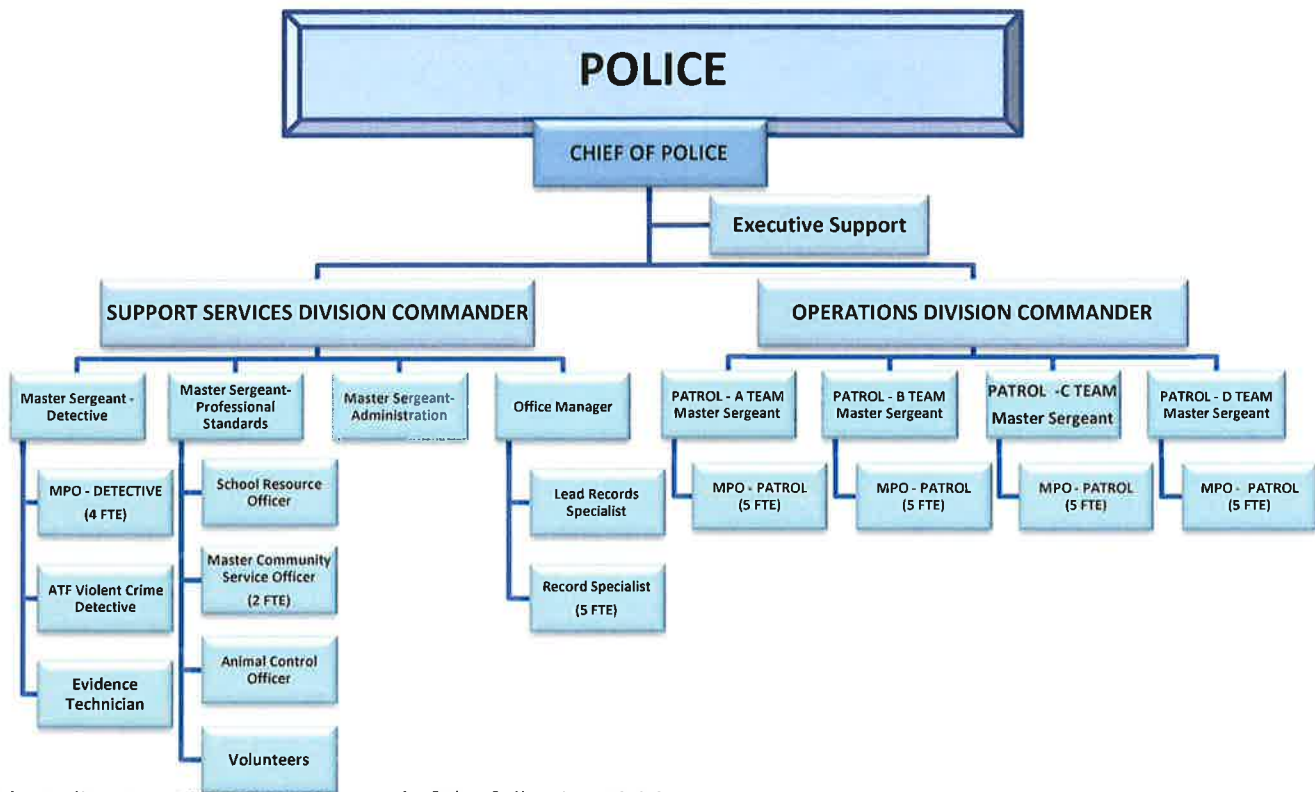
**GENERAL FUND EXPENDITURE SUMMARY
BY CATEGORY**

CATEGORY	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
Salaries & Wages	9,074,160	9,312,651	9,157,942	9,808,873	10,411,614
Personnel Benefits	3,340,003	3,297,385	3,078,332	3,412,719	4,044,094
Supplies	438,388	444,922	506,347	537,124	722,397
Other Services & Charges	4,827,256	5,441,091	7,763,256	8,018,606	8,632,133
Capital Outlay	57,147	41,374	8,705	31,700	62,000
Transfers Out	77,439	722,436	960,192	1,950,588	909,439
Total Operations	17,814,394	19,259,860	21,474,772	23,759,610	24,781,677
Ending Fund Balance	1,339,266	4,440,724	5,532,545	3,404,594	4,278,273
Total Expenditures	19,153,660	23,700,584	27,007,317	27,164,204	29,059,950

CITY MANAGER EXPENDITURES

CATEGORY	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
Salaries & Wages	540,207	513,280	595,871	648,555	970,216
Personnel Benefits	181,645	145,162	169,131	189,714	344,984
Supplies	7,765	9,361	12,878	18,590	34,590
Other Services & Charges	278,620	298,202	497,721	321,947	742,835
Transfers Out	-	-	-	-	-
Total Expenditures	1,008,237	966,005	1,275,601	1,178,806	2,092,625

PERSONNEL SUMMARY					
NUMBER OF EMPLOYEES					
POSITION	2015	2016	2017	2018	2019
City Manager	1.00	1.00	1.00	1.00	1.00
Chief Operations Officer	-	-	1.00	1.00	1.00
Chief Strategic Officer	-	-	-	0.30	0.30
Emergency Management Director	-	-	-	-	1.00
ACM/Economic Develop Director	1.00	1.00	-	-	-
ACM/Human Resource Mgr	1.00	-	-	-	-
Human Resources Director	-	-	-	1.00	1.00
Human Resources Manager	-	1.00	1.00	-	-
City Clerk/Communication Director	-	-	1.00	1.00	1.00
City Clerk	1.00	1.00	-	-	-
Deputy City Clerk	-	-	1.00	1.00	1.00
Public Records Specialist	-	-	-	-	1.00
Management Analyst	-	-	-	0.20	0.20
Executive Asst/HR Technician	1.00	1.00	-	-	-
Total	5.00	5.00	5.00	5.50	7.50



The Police Department is composed of the following Divisions:

Administrative. This division directs all municipal police personnel activities, ensuring efficient operation of the police department. It supervises all police functions including law and ordinance enforcement, maintenance of order, traffic control, investigation, training and discipline of personnel. It formulates work methods, procedures, policies and regulations, prepares annual budgets and attends civic meetings.

Patrol. This division promotes the safety and security primarily through the deterrence and apprehension of offenders. It handles citizen calls for service, manages on-scene situations, enforces traffic laws, performs security checks of commercial and residential properties and other services.

Detective. This division investigates crime occurring within the City of Des Moines. It is responsible for identification and apprehension of offenders and the recovery of stolen property. Detectives also investigate narcotics and vice crime and will seize and attain forfeiture of properties as allowed by law.

Crime Prevention. This division manages community related activities such as the safe-walk-to-school program, neighborhood watch associations, etc. It is also responsible for development of crime bulletins and code enforcement relating to public safety and health issues.

Animal Control. This unit patrols for animals at large, investigates animal related complaints, prepares cases for court and ensures that animal owners comply with municipal ordinances.

Automated Speed Enforcement. This program promotes safety incentive by providing camera tickets those motorists speeding in two school zones.

Automated Red Light Running Enforcement. This program promotes public safety incentive by providing camera tickets to those motorists failing to stop when facing a steady red traffic control signal at designated intersections where traffic laws are enforced by an automated camera.

Also there are divisions for Code Enforcement, Training, Civil Service, Facility Maintenance and the Property Evidence Room.

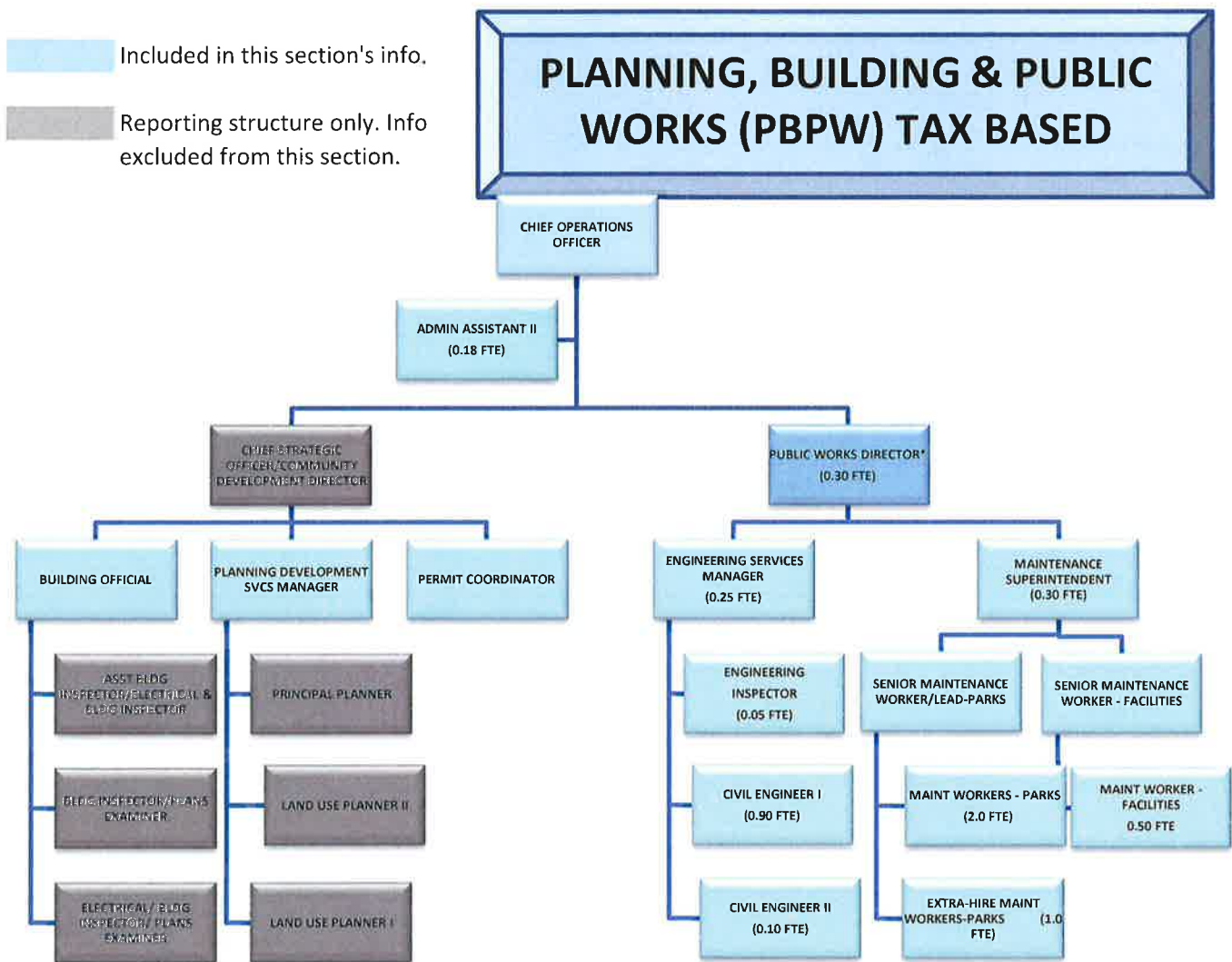
POLICE DEPARTMENT EXPENDITURES

CATEGORY	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
Salaries & Wages	4,250,614	4,300,403	4,757,712	4,994,463	5,127,620
Personnel Benefits	1,662,966	1,655,985	1,673,682	1,767,436	2,094,707
Supplies	167,677	164,343	214,123	230,440	327,968
Other Services & Charges	1,728,195	1,935,841	3,527,804	3,526,598	3,421,655
Total Expenditures	<u>7,809,452</u>	<u>8,056,572</u>	<u>10,173,321</u>	<u>10,518,937</u>	<u>10,971,950</u>

PERSONNEL SUMMARY					
NUMBER OF EMPLOYEES					
POSITION	2015	2016	2017	2018	2019
Chief of Police	1.00	1.00	1.00	1.00	1.00
Assistant Chief of Police*	-	-	-	-	-
Executive Support	-	-	-	-	1.00
Commander	2.00	2.00	2.00	2.00	2.00
Master Sergeant/ Detective	1.00	1.00	1.00	1.00	1.00
MPO/ Detectives	4.00	4.00	5.00	4.00	4.00
ATF Violent Crime/ Detectives	-	-	-	1.00	1.00
Master Sergeant/ Prof Standards	1.00	1.00	1.00	1.00	1.00
Master Sergeant/ Administrative	1.00	1.00	1.00	1.00	1.00
Master Sergeant/ Patrol	4.00	4.00	4.00	4.00	4.00
MPO/ Patrol	17.00	18.00	20.00	20.00	20.00
Hire-Ahead / Patrol	-	-	-	3.00	3.00
School Resource Officer	1.00	1.00	1.00	1.00	1.00
Master Community Service Officer	2.00	2.00	2.00	2.00	2.00
Master Animal Control	1.00	1.00	1.00	1.00	1.00
Evidence Technician	0.80	1.00	1.00	1.00	1.00
Office Manager	1.00	1.00	1.00	1.00	1.00
Senior Secretary	1.00	1.00	-	-	-
Lead Records Specialist	-	-	1.00	1.00	1.00
Record Specialists	5.00	5.00	5.00	5.00	5.00
Total	42.80	44.00	47.00	50.00	51.00

* Assistant Chief of Police Limited-term (5/01/2017-2/01/2018)

1.00



The Planning, Building and Public Works (PBPW) functions funded by the General Fund include:

Planning & Development Services. Planning Services assists in developing and implementing long range land use plans. Development Services reviews proposals and drafts code and zoning amendments.

Building Division. Oversees building construction. It reviews building plans, issues permits and inspects buildings during construction to ensure compliance with approved plans and codes.

Engineering Services. This division is responsible for the city's transportation infrastructure systems. It studies and plans for improvements, seeks grant funding, designs and oversees construction. It also reviews residential and commercial development plans.

Facility and Park Maintenance. Provides for routine building maintenance for the city-buildings. Also provides landscape, design and maintenance for parks, municipal buildings, right-of-way, trails, street planting areas, city benches, support for special events and park operations.

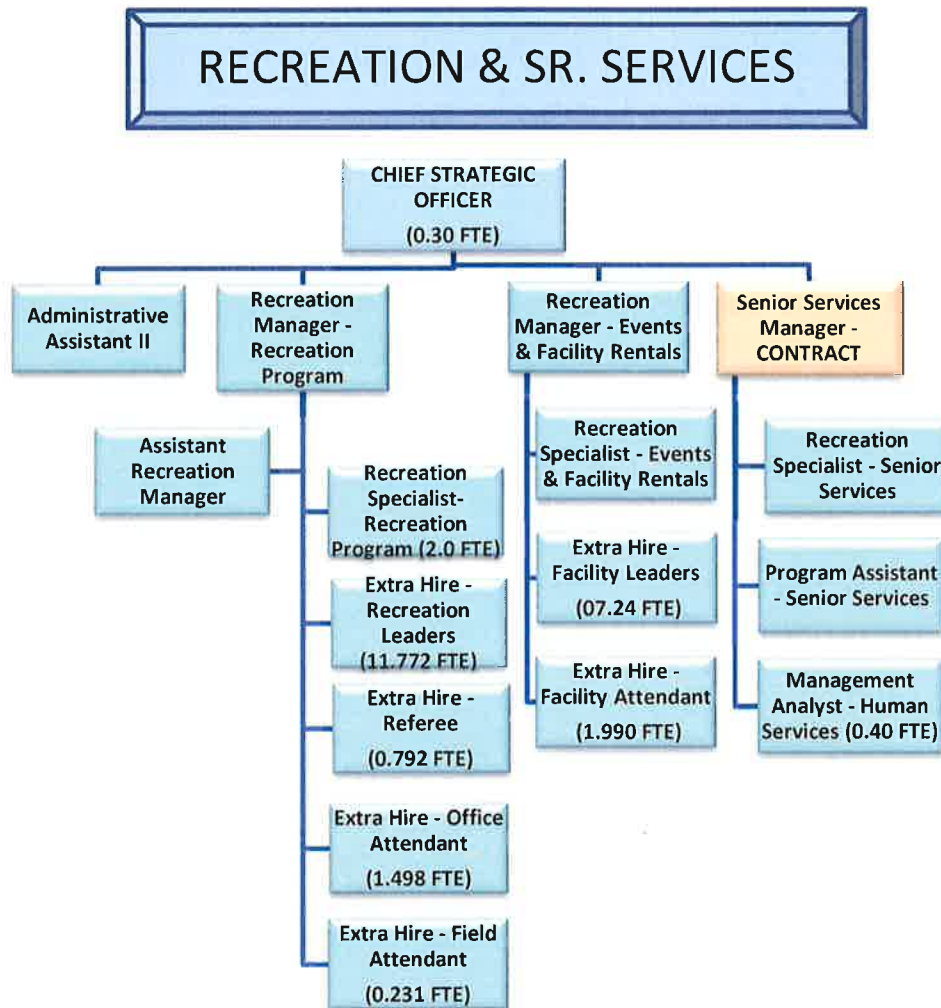
**The Public Works Director is also responsible for administration of the city's Surface Water Management Fund, Street Fund maintenance, and vehicle maintenance and replacement; costs for which are reported in those funds rather than in the general fund.*

** Reason for a huge change starting 2017 is because PBPW is split into tax-based and fee-based. The tax-based activities are in the General Fund, while the fee-based are in the Special Revenue Fund: PBPW Fee Based.*

PBPW TAX BASED DEPARTMENT EXPENDITURES

CATEGORY	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
Salaries & Wages	1,670,159	1,816,705	785,314	875,929	938,456
Personnel Benefits	643,155	683,564	289,801	342,450	425,523
Supplies	97,216	91,811	68,560	63,100	83,781
Other Services & Charges	916,753	984,476	719,908	1,040,348	655,105
Capital Outlay	10,904	41,374	8,705	26,700	7,000
Total Expenditures	3,338,187	3,617,930	1,872,288	2,348,527	2,109,865

PERSONNEL SUMMARY					
NUMBER OF EMPLOYEES					
POSITION	2015	2016	2017	2018	2019
Administration					
Plan, Bldg, PW Director	0.65	0.65	-	-	-
Admin Assistant II	0.60	0.60	-	-	-
GIS Administrator	0.30	0.30	-	-	-
CIP Manager	1.00	1.00	-	-	-
Code Enforcement	1.00	-	-	-	-
Planning, Building & Permits					
Planning & Development Svcs Mgr	1.00	1.00	1.00	1.00	1.00
Senior Planner	1.00	1.00			
Land Use Planner II	1.00	1.00			
Building Official	1.00	1.00	1.00	1.00	1.00
Asst Bldg Official/Electr & Bldg Inspector	1.00	1.00			
Building Inspector/Plans Examiner	1.00	1.00			
Electrical/Bldg Inspector/Plans Exam	1.00	1.00			
Permit Coordinator	1.90	1.90	1.00	1.00	1.30
Joint Minor Home Repair Program	0.10	0.10			
Office Assistant - Comm Development	1.00	1.00			
Public Works Maintenance (Building/Facility & Parks)					
Public Works Director	-	-	0.10	0.10	0.10
Maintenance Superintendent	0.30	0.30	0.30	0.30	0.30
Senior Maint Worker-Facilities	1.00	1.00	1.00	1.00	1.00
Senior Maint Worker/Lead - Parks	1.00	1.00	1.00	1.00	2.00
Maint Worker - Parks	2.00	2.00	2.00	2.00	5.00
Maint Worker - Facilities	-	-	0.50	0.50	0.50
Admin Assistant II	-	-	0.12	0.12	0.12
Extra-Hire Maint Worker	1.00	1.00	1.00	1.00	-
Engineering & CIP Services					
Public Works Director	-	-	0.20	0.20	0.20
Transportation/Engineer Svcs Mgr	0.90	0.90	0.25	0.25	0.25
Assoc Transportation Engineer	1.00	1.00	-	-	-
Surface Water/Environ Engrng Mgr	0.10	0.10	-	-	-
Engineering Inspector	1.00	1.00	0.05	0.05	0.05
Civil Engineer I	1.00	1.00	0.90	0.90	0.90
Civil Engineer II	1.00	1.00	0.10	0.10	0.10
Admin Assistant II	0.15	0.15	0.06	0.06	0.06
Total	24.00	23.00	10.58	10.58	13.88



The Parks, Recreation and Senior Services functions funded by the General Fund include:

Administration. Provides direction to the Department, including grant and capital project development. Supports landmarks commission and lodging tax program.

Arts Commission. Creates, promotes and delivers performing, community and public art programs and recommends works of art for City's facilities and the local environment.

Health and Human Services. Provides financial aid to non-profit human services organizations who assist Des Moines citizens in time of need.

Recreation Programs. Provides activities and services for all age groups to maintain our citizen's physical, mental and social wellness.

Events & Rentals. Provides management of the City's rental facilities.

Senior Services. Provides outreach to Des Moines and Normandy Park senior citizens to support learning and independence and encourage involvement with the Senior Center and the community.

Senior Programs. Provides special events, trips, lifelong learning and continuing education, sports leagues, fitness, and dance programs. Supported by fees and charges, sponsorships, and volunteers.

PARKS, RECREATION AND SENIOR SERVICES DEPT EXPENDITURES

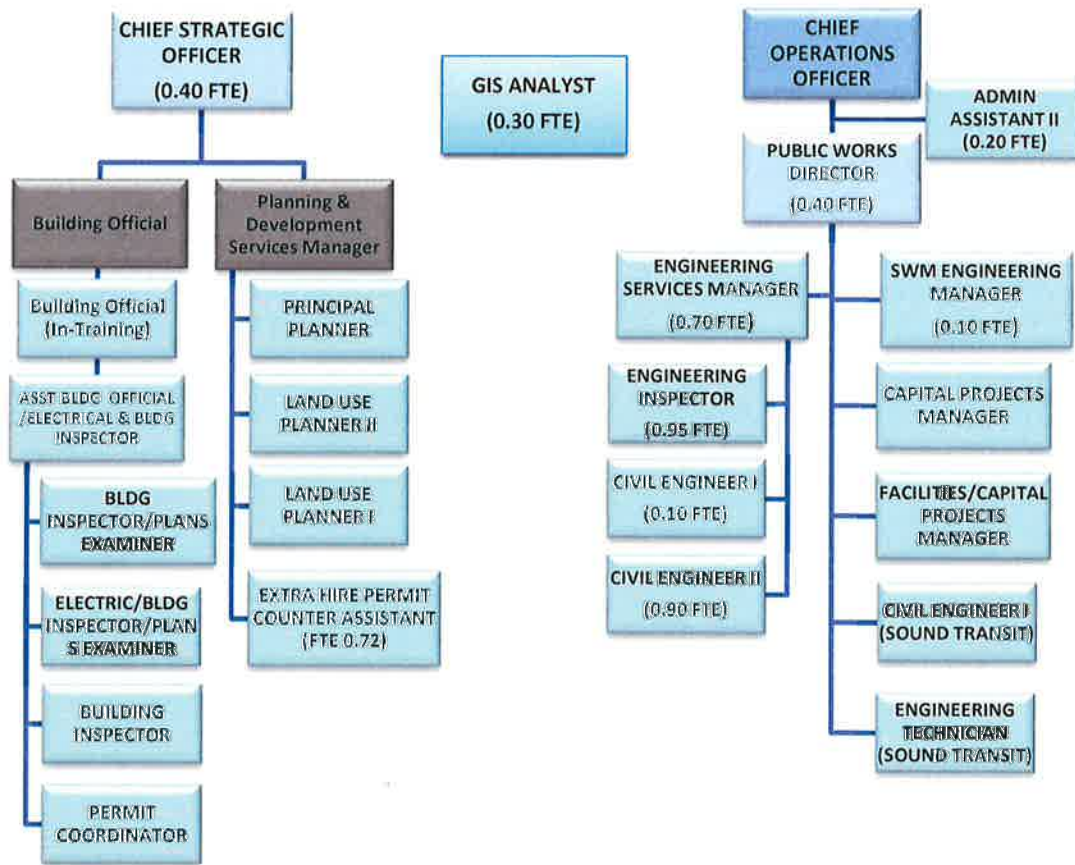
CATEGORY	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
Salaries & Wages	928,796	926,194	1,059,634	1,185,165	1,088,513
Personnel Benefits	266,810	249,300	297,469	390,769	369,350
Supplies	103,546	95,415	107,815	118,269	167,533
Other Services & Charges	649,999	618,450	1,048,233	1,032,912	1,260,260
Capital Outlay	11,743	-	-	5,000	55,000
Total Expenditures	1,960,894	1,889,359	2,513,151	2,732,115	2,940,656

PERSONNEL SUMMARY					
NUMBER OF EMPLOYEES					
POSITION	2015	2016	2017	2018	2019
Chief Strategic Officer	-	-	-	0.30	0.30
Parks, Rec & Sr Services Director	1.00	1.00	1.00	1.00	-
Administrative Assistant II	2.00	1.00	1.00	1.00	1.00
Recreation Program					
Recreation Coordinator	1.00	1.00	1.00	-	-
Recreation Manager				1.00	1.00
Office Specialist	1.00	1.00	1.00	-	-
Office Manager I	-	-	-	1.00	1.00
Recreation Specialist	0.76	1.45	1.45	2.00	2.00
Extra-Hire Recreation Leader	5.62	5.57	5.57	8.99	8.99
Extra-Hire Referees/Sport Leaders			0.15	1.06	1.06
Extra-Hire Office Attendant	3.63	3.51	3.51	1.23	1.23
Events and Facilities Rental					
Recreation Coordinator	1.00	1.00	1.00	-	-
Recreation Manager	-	-	-	1.00	1.00
Recreation Specialist	-	0.72	0.72	1.00	1.00
Extra-Hire Recreation Leader	0.51	0.27	0.27	0.72	0.72
Extra-Hire Recreation Attendant	1.33	1.62	1.62	1.99	1.99
Senior Services & Program					
Senior Services Manager	1.00	1.00	1.00	1.00	1.00
Recreation Coordinator	1.00	1.00	-	-	-
Recreation Specialist	-	-	0.72	1.00	1.00
Program Assistant	0.50	0.50	0.50	0.50	0.50
Management Analyst - Human Svcs	-	-	-	0.40	0.40
Exercise Instructor	0.20	0.20	-	-	-
Total	20.55	20.84	20.51	25.19	24.19

DEVELOPMENT FUND

Included in this section's info.

Reporting structure only. Info excluded from this section.



* Starting 2017, PBPW is split into tax-based and fee-based. In this fund, it includes the fee-based activities. The tax-based activities are in the General Fund.

The Planning, Building and Public Works functions funded by fees collected from permits, plan reviews, etc. This Division include:

PERSONNEL SUMMARY					
NUMBER OF EMPLOYEES					
POSITION	2015	2016	2017	2018	2019
Planning, Building & Permits					
Chief Strategic Officer	-	-	-	0.40	0.40
Community Development Director	-	-	1.00	-	-
Senior Planner	-	-	1.00	1.00	1.00
Land Use Planner II	-	-	1.00	1.00	1.00
Land Use Planner I	-	-	1.00	1.00	1.00
Building Official (In-Training)					1.00
Asst Bldg Official/Electr & Bldg Inspector	-	-	1.00	1.00	1.00
Building Inspector/Plans Examiner	-	-	1.00	1.00	1.00
Electrical/Bldg Inspector/Plans Exam	-	-	1.00	1.00	1.00
Building Inspector	-	-	1.00	1.00	1.00
Permit Coordinator	-	-	0.95	0.95	0.70
Joint Minor Home Repair Program	-	-	0.05	0.05	-
GIS Analyst	-	-	0.15	0.15	0.15
Extra-Hire Permit Counter Assistant	-	-	-	-	0.72
Engineering & CIP Services					
Public Works Director	-	-	0.40	0.40	0.40
Transportation/Engineer Svcs Mgr	-	-	0.70	0.70	0.70
Surface Water/Environ Engrng Mgr	-	-	0.10	0.10	0.10
Facilities/CIP Manager	-	-	1.00	1.00	1.00
Capital Projects Manager	-	-	-	-	1.00
Civil Engineer I	-	-	0.10	0.10	0.10
Civil Engineer II	-	-	0.90	0.90	0.90
Civil Engineer I (Sound Transit)	-	-	-	-	1.00
Engineering Technician (Sound Transit)	-	-	-	-	1.00
Engineering Inspector	-	-	0.95	0.95	0.95
GIS Analyst	-	-	0.15	0.15	0.15
Admin Assistant II	-	-	0.20	0.20	0.20
Total	-	-	13.65	13.05	17.47

DEVELOPMENT FUND REVENUES

CATEGORY	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
Licenses & Permits	-	-	1,825,168	1,140,000	1,448,300
Intergovernmental	-	-	68,455	76,360	76,330
Charges for Services	-	-	1,664,923	1,142,650	1,376,712
Miscellaneous Revenues	-	-	10,811	9,000	5,400
Transfers In	-	-	-	-	-
Total Revenues	-	-	3,569,357	2,368,010	2,906,742
Beginning Fund Balance	-	-	1,507,685	1,868,569	4,446,615
Total Resources	-	-	5,077,042	4,236,579	7,353,357

DEVELOPMENT FUND EXPENDITURES

CATEGORY	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
Salaries & Wages	-	-	1,116,330	1,255,389	1,617,768
Personnel Benefits	-	-	441,672	526,856	681,845
Supplies	-	-	33,256	24,763	26,822
Other Services & Charges	-	-	615,888	739,459	789,517
Total Operations	-	-	2,207,146	2,546,467	3,115,952
Ending Fund Balance	-	-	2,869,893	1,690,112	4,237,405
Total Expenditures	-	-	5,077,039	4,236,579	7,353,357

HOTEL/MOTEL TAX FUND

The Hotel/Motel Tax Fund contains the following programs:

- Tourist Promotion
- Tourism-related facility maintenance

FUND REVENUES

CATEGORY	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
Taxes	27,677	83,113	116,281	105,000	112,000
Charges for Services	-	20,000	1,260	28,000	-
Total Revenues	27,677	103,113	117,541	133,000	112,000
Beginning Fund Balance	8,375	9,806	17,588	6,875	(3,491)
Total Resources	36,052	112,919	135,129	139,875	108,509

FUND EXPENDITURES

CATEGORY	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
Salaries & Wages					
Personnel Benefits					
Supplies	-	-	24,000	-	-
Other Services & Charges	26,246	95,331	135,457	112,000	112,000
Total Operations	26,246	95,331	159,457	112,000	112,000
Ending Fund Balance	9,806	17,588	(24,328)	27,875	(3,491)
Total Expenditures	36,052	112,919	135,129	139,875	108,509

REDONDO ZONE FUND

The Redondo Zone Fund contains the following programs:

- Zone maintenance
- Zone parking
- Zone vegetation

FUND REVENUES

CATEGORY	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
Intergovernmental	22,469	-	-	-	-
Fines & Forfeitures	2,160	964	1,631	750	3,000
Miscellaneous Revenues	73,877	48,769	89,331	60,120	90,150
Transfers In	2,729	21,000	20,000	-	-
Total Revenues	101,235	70,733	110,962	60,870	93,150
Beginning Fund Balance	-	22,063	18,753	22,545	36,433
Total Resources	101,235	92,796	129,715	83,415	129,583

FUND EXPENDITURES

CATEGORY	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
Salaries & Wages	-	-	8,956	-	-
Personnel Benefits	-	-	1,328	-	-
Supplies	5,085	5,606	9,647	5,100	9,000
Other Services & Charges	74,087	68,437	94,130	64,753	45,429
Total Operations	79,172	74,043	114,061	69,853	54,429
Ending Fund Balance	22,063	18,753	15,654	13,562	75,154
Total Expenditures	101,235	92,796	129,715	83,415	129,583

WATERFRONT ZONE FUND

The Waterfront Zone Fund:

The purpose of this fund is to provide public access to the fishing pier, Beach Park waterfront area and related parking lots, and space on the upland areas not designated as part of the Marina.

FUND REVENUES

CATEGORY	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
Fines & Forfeitures	-	-	898	1,000	4,000
Miscellaneous Revenues	-	-	98,952	275,000	194,600
Transfers In			20,000		-
Total Revenues	-	-	119,850	276,000	198,600
Beginning Fund Balance	-	-	-	16,392	190,729
Total Resources	-	-	119,850	292,392	389,329

FUND EXPENDITURES

CATEGORY	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
Salaries & Wages	-	-	4,617	-	-
Personnel Benefits	-	-	762	-	-
Supplies	-	-	22,968	5,000	10,000
Other Services & Charges	-	-	73,695	153,938	100,729
Total Operations	-	-	102,042	158,938	110,729
Ending Fund Balance			17,808	133,454	278,600
Total Expenditures	-	-	119,850	292,392	389,329

CAPITAL PROJECT FUNDS

FUND REVENUES

CATEGORY	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
Taxes	1,189,540	1,475,453	1,797,869	900,000	1,000,000
Intergovernmental	5,111,312	7,232,165	983,702	2,182,772	6,812,000
Charges for Services	351,233	508,253	1,580,310	2,499,000	3,016,000
Miscellaneous Revenues	230,629	196,225	20,865	23,000	517,250
Transfers In	1,557,085	1,738,256	1,136,404	2,916,263	8,775,000
Total Revenues	8,439,799	11,150,352	5,519,150	8,521,035	20,120,250
Beginning Fund Balance	5,117,909	5,314,324	6,107,913	3,832,804	8,939,338
Total Resources	13,557,708	16,464,676	11,627,063	12,353,839	29,059,588

FUND EXPENDITURES

CATEGORY	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
Supplies	76,692	1,427	25,369	-	-
Other Services & Charges	3,355	41,685	291,248	25,000	-
Transfers Out	2,054,528	1,403,663	2,485,410	1,609,685	6,090,017
Capital Outlay	6,108,809	8,909,988	2,951,540	6,250,035	14,532,000
Total Operations	8,243,384	10,356,763	5,753,567	7,884,720	20,622,017
Ending Fund Balance	5,314,324	6,107,913	5,873,496	5,186,119	8,437,571
Total Expenditures	13,557,708	16,464,676	11,627,063	13,070,839	29,059,588

FUND REVENUES

CATEGORY	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
Intergovernmental	50,911	8,046	590	30,000	-
Charges for Services	1,165,902	938,523	1,135,049	3,892,065	4,224,512
Fines & Forfeits	17,716	17,038	18,782	177,220	20,000
Moorage Revenues	2,831,745	2,821,442	2,850,138	20,460	84,315
Other Financing Sources	134,763	-	2,063	28,000	4,459
Transfers In	4,003,042	1,016,643	1,286,055	1,225,416	1,372,575
Total Revenues	8,204,079	4,801,692	5,292,677	5,373,161	5,705,861
Beginning Fund Balance	1,635,174	1,554,363	1,922,964	2,114,894	3,635,762
Total Resources	9,839,253	6,356,055	7,215,641	7,488,055	9,341,623

FUND EXPENDITURES

CATEGORY	2015 ACTUAL	2016 ACTUAL	2017 ACTUAL	2018 BUDGET	2019 BUDGET
Salaries & Wages	609,486	563,873	605,354	757,095	689,173
Personnel Benefits	247,773	215,453	224,123	277,853	289,075
Supplies	1,048,961	859,462	978,655	794,400	1,148,143
Other Services & Charges	817,501	896,015	750,192	913,536	980,389
Transfers Out	4,003,042	1,031,643	1,301,055	1,225,416	1,822,575
Capital Outlay	737,693	46,816	54,719	60,000	740,000
Debt Service	820,434	819,829	821,116	815,415	782,575
Total Expenditures	8,284,890	4,433,091	4,735,214	4,843,715	6,451,930
Ending Fund Balance*	1,554,363	1,922,964	2,480,427	2,644,340	2,889,693
Total Uses	9,839,253	6,356,055	7,215,641	7,488,055	9,341,623

Marina Capital Improvement Projects

2019 Budget

Fuel & Electrical Replacement	190,000
Tenant Restroom Replacement	50,000
N Bulkhead Replacement	500,000
Total Marina Capital Improvement Projects	740,000

2019
City of Des Moines - Index of Positions and Pay Schedule
Directors and City Manager

<u>Range</u>	<u>Positions</u>	<u>FTE</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
D-31	City Clerk-Communications Director	1.00	94,392 7,866 45.38	99,108 8,259 47.65	104,064 8,672 50.03	109,272 9,106 52.53	114,732 9,561 55.16
D-32	Human Resources Director	1.00	98,160 8,180 47.19	103,068 8,589 49.55	108,216 9,018 52.03	113,628 9,469 54.63	119,304 9,942 57.36
D-33	Harbormaster	1.00	102,084 8,507 49.08	107,184 8,932 51.53	112,548 9,379 54.11	118,176 9,848 56.82	124,080 10,340 59.65
D-36	Public Works Director	1.00	114,840 9,570 55.21	120,588 10,049 57.98	126,612 10,551 60.87	132,948 11,079 63.92	139,596 11,633 67.11
D-38	Finance Director	1.00	124,212 10,351 59.72	130,428 10,869 62.71	136,944 11,412 65.84	143,796 11,983 69.13	150,984 12,582 72.59
D-39	Chief Strategic Officer	1.00	129,180	135,636	142,416	149,532	157,008
	Emergency Management Director	1.00	10,765 62.11	11,303 65.21	11,868 68.47	12,461 71.89	13,084 75.48
D-40	City Attorney	1.00	134,340 11,195 64.59	141,060 11,755 67.82	148,116 12,343 71.21	155,520 12,960 74.77	163,296 13,608 78.51
D-42	Chief Operations Officer	1.00	145,308	152,568	160,200	168,216	176,628
	Chief of Police		12,109 69.86	12,714 73.35	13,350 77.02	14,018 80.87	14,719 84.92
N/A	Municipal Court Judge	0.80	142,716	(95% of WA Citizens Commission on Salaries for Elected Officials \$164,313 for 0.875 FTE adjusted to 0.80 FTE)			
M-44	City Manager	1.00	152,796 12,733 73.46	160,440 13,370 77.13	168,468 14,039 80.99	176,892 14,741 85.04	185,736 15,478 89.30

Total FTE 10.80

Per DMMC 2.12.030 the City Manager is authorized to place positions at appropriate ranges and reclassify positions provided the Finance Director certifies sufficient funds are available.

2019
City of Des Moines - Index of Positions and Pay Schedule
Police Management Association

<u>Range</u>	<u>Positions</u>	<u>FTE</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
PMA-34	Commander	2.00			124,272	130,488	137,016
					10,356	10,874	11,418
					59.75	62.73	65.87
Total FTE		2.00					

Per DMMC 2.12.030 the City Manager is authorized to place positions at appropriate ranges and reclassify positions provided the Finance Director certifies sufficient funds are available.

2019
City of Des Moines - Index of Positions and Pay Schedule
Exempt Employees

<u>Range</u>	<u>Positions</u>	<u>FTE</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
E-21	Assistant Harbormaster	1.00	65,796	69,084	72,540	76,164	79,968
	Events & Facility Rentals Manager	1.00	5,483	5,757	6,045	6,347	6,664
			31.63	33.21	34.88	36.62	38.45
E-24	Recreation Manager	1.00	74,016	77,712	81,600	85,680	89,964
	Senior Accountant	1.00	6,168	6,476	6,800	7,140	7,497
	Prosecuting Attorney	1.00	35.58	37.36	39.23	41.19	43.25
	Executive Assistant	1.00					
E-26	Assistant City Attorney	1.00	80,052	84,060	88,260	92,676	97,308
	Maintenance Superintendent	1.00	6,671	7,005	7,355	7,723	8,109
			38.49	40.41	42.43	44.56	46.78
E-28	Capital Improvement Projects Manager	2.00	86,592	90,924	95,472	100,248	105,264
	Civil Engineer II	1.00	7,216	7,577	7,956	8,354	8,772
	Senior Planner	1.00	41.63	43.71	45.90	48.20	50.61
	Asst Bldg Official/Electrical/Bldg Inspector	1.00					
	Assistant Building Official (In-training)	1.00					
E-31	Court Administrator	1.00	97,392	102,264	107,376	112,740	118,380
	Finance Manager	1.00	8,116	8,522	8,948	9,395	9,865
	Information Technology Manager	1.00	46.82	49.17	51.62	54.20	56.91
E-32	Building Official	1.00	101,292	106,356	111,672	117,252	123,120
	Planning & Development Services Manager	1.00	8,441	8,863	9,306	9,771	10,260
			48.70	51.13	53.69	56.37	59.19
E-34	Transportation/Engineering Services Manager	1.00	109,560	115,044	120,792	126,828	133,164
	Surface Water/Environmental Engineering Mgr	1.00	9,130	9,587	10,066	10,569	11,097
			52.67	55.31	58.07	60.98	64.02

Total FTE 21.00

Per DMMC 2.12.030 the City Manager is authorized to place positions at appropriate ranges and reclassify positions provided the Finance Director certifies sufficient funds are available.

2019
City of Des Moines - Index of Positions and Pay Schedule
General Employees

<u>Range</u>	<u>Positions</u>	<u>FTE</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
G-11	Program Assistant - Senior Services	1.00	44,856	47,100	49,452	51,924	54,516
			3,738	3,925	4,121	4,327	4,543
			21.57	22.64	23.78	24.96	26.21
G-12	Recreation Specialist - Events/Facility Rentals	1.00	46,644	48,972	51,420	53,988	56,688
	Recreation Specialist - Recreation Programs	2.00	3,887	4,081	4,285	4,499	4,724
	Recreation Specialist - Senior Services	1.00	22.43	23.54	24.72	25.96	27.25
G-13	Evidence Specialist	1.00	48,516	50,940	53,484	56,160	58,968
	Court Clerk	4.00	4,043	4,245	4,457	4,680	4,914
	Court Clerk (Limited-Term)	1.00	23.33	24.49	25.71	27.00	28.35
	Office Specialist - Marina	1.00					
	Records Specialist - Police	5.00					
G-15	Assistant Mechanic	0.50	52,476	55,104	57,864	60,756	63,792
	Permit Coordinator	2.00	4,373	4,592	4,822	5,063	5,316
			25.23	26.49	27.82	29.21	30.67
G-17	Accounting Specialist - Accounts Payable	1.00	56,760	59,604	62,580	65,712	69,000
	Administrative Assistant	2.00	4,730	4,967	5,215	5,476	5,750
	Mechanic	1.00	27.29	28.66	30.09	31.59	33.17
	Office Manager I	1.00					
	Lead Records Specialist	1.00					
G-18	Court Security Officer	1.00	59,028	61,980	65,076	68,328	71,748
	Court Marshal	1.15	4,919	5,165	5,423	5,694	5,979
	Assistant Recreation Manager	1.00	28.38	29.80	31.29	32.85	34.49
G-19	Lead Court Clerk	1.00	61,392	64,464	67,692	71,076	74,628
	Office Manager II - Police	1.00	5,116	5,372	5,641	5,923	6,219
	Public Records Clerk	1.00	29.52	30.99	32.54	34.17	35.88
G-20	Asset Program Coordinator	1.00	63,840	67,032	70,380	73,896	77,592
	Deputy City Clerk	1.00	5,320	5,586	5,865	6,158	6,466
	Engineering Technician - Transportation	1.00	30.69	32.23	33.84	35.53	37.30
	Engineering Technician - SWM	2.00					
	GIS Analyst	1.00					
	Land Use Planner I	2.00					
	Paralegal	1.42					
	Probation Officer	1.00					
	DV Victim Advocate/Management Analyst	1.00					
G-21	Senior Accounting Specialist	1.00	66,396	69,720	73,212	76,872	80,712
	Staff Accountant	2.00	5,533	5,810	6,101	6,406	6,726
			31.92	33.52	35.20	36.96	38.80

2019
City of Des Moines - Index of Positions and Pay Schedule
General Employees

G-22	Electrical/Building Inspector/Plans Examiner	1.00	69,048	72,504	76,128	79,932	83,928
	Building Inspector/Plans Examiner	1.00	5,754	6,042	6,344	6,661	6,994
	Land Use Planner II	1.00	33.20	34.86	36.60	38.43	40.35
G-23	Engineering Inspector	1.00	71,808	75,396	79,164	83,124	87,276
			5,984	6,283	6,597	6,927	7,273
			34.52	36.25	38.06	39.96	41.96
G-25	Civil Engineer I	3.00	77,676	81,564	85,644	89,928	94,428
	Information Technology Systems Administrator	1.00	6,473	6,797	7,137	7,494	7,869
	Building Inspector/Plans Examiner	1.00	37.34	39.21	41.18	43.23	45.40

Total FTE 55.07

Per DMMC 2.12.030 the City Manager is authorized to place positions at appropriate ranges and reclassify positions provided the Finance Director certifies sufficient funds are available.

2019
City of Des Moines - Index of Positions and Pay Schedule
Police Guild

2018 Wages Listed; 2019 Rates Not Settled

<u>Range</u>	<u>Positions</u>	<u>FTE</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>	<u>Step F</u>
P20	CSO/Code Enforcement Officer	2.0	59,424	62,400	65,520	68,796	72,240	73,680
	Police Officer I	4.0	4,952	5,200	5,460	5,733	6,020	6,140
	Police Officer I (Vacant)	1.0	28.57	30.00	31.50	33.08	34.73	35.42
P21	Master Animal Control Officer II	1.0			68,148	71,556	75,132	
					5,679	5,963	6,261	
					32.76	34.40	36.12	
P22	Police Officer II	7.0			73,728	77,412	81,288	
	Police Officer II (Vacant)	2.0			6,144	6,451	6,774	
					35.45	37.22	39.08	
P25	Master Police Officer I	2.0			82,944	87,096	91,452	93,276
					6,912	7,258	7,621	7,773
					39.88	41.87	43.97	44.84
P26	Master Police Officer II	4.0		82,152	86,256	90,564	95,088	96,984
				6,846	7,188	7,547	7,924	8,082
				39.50	41.47	43.54	45.72	46.63
P27	Master Police Officer III	10.0		85,428	89,700	94,188	98,892	
				7,119	7,475	7,849	8,241	
				41.07	43.13	45.28	47.54	
P28			84,624	88,860	93,300	97,968	102,864	
			7,052	7,405	7,775	8,164	8,572	
			40.68	42.72	44.86	47.10	49.45	
P29	Sergeant	2.0	87,996	92,400	97,020	101,868	106,956	
			7,333	7,700	8,085	8,489	8,913	
			42.31	44.42	46.64	48.98	51.42	
P30	Master Sergeant	4.0	91,524	96,096	100,896	105,936	111,228	113,448
			7,627	8,008	8,408	8,828	9,269	9,454
			44.00	46.20	48.51	50.93	53.48	54.54

Total FTE 39.00

2019
City of Des Moines - Index of Positions and Pay Schedule
Teamsters Local 763

<u>Range</u>	<u>Positions</u>	<u>FTE</u>	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
T-11	Maintenance Worker I - Parks	1.00	46,464	48,792	51,228	53,784	56,472
	Maintenance Worker I - SWM	1.00	3,872	4,066	4,269	4,482	4,706
	Harbor Attendant I	1.00	22.34	23.46	24.63	25.86	27.15
T-15	Harbor Attendant II	1.00	54,360	57,084	59,940	62,940	66,084
	Maintenance Worker II - Parks	5.00	4,530	4,757	4,995	5,245	5,507
	Maintenance Worker II - Streets	2.00	26.13	27.44	28.82	30.26	31.77
	Maintenance Worker II - SWM	3.00					
	Maintenance Worker II - Facilities	0.50					
T-16	Marina Environmental Operations Specialist	1.00	56,532	59,364	62,328	65,448	68,724
	SWM Maintenance Specialist	1.00	4,711	4,947	5,194	5,454	5,727
	Traffic Control Specialist	1.00	27.18	28.54	29.97	31.47	33.04
T-18	Senior Maintenance Worker - Facilities	1.00	61,152	64,212	67,428	70,800	74,340
	Senior Maintenance Worker/Lead - Marina	1.00	5,096	5,351	5,619	5,900	6,195
	Senior Maintenance Worker/Lead - Parks	2.00	29.40	30.87	32.42	34.04	35.74
	Senior Maintenance Worker/Lead - Streets	1.00					
	Senior Maintenance Worker/Lead - SWM	1.00					

Total FTE 23.50

City of Des Moines Extra-Hire Pay Schedule
Hourly Rates

EH-4	16.00	17.00	19.00	20.00
EH-5	Up to \$50.00 per hour			
EH-6	Up to \$75.00 per hour			

2019	Steps			
Range	A	B	D	E
EH-1	12.00	12.50	13.50	14.00
EH-2	12.50	13.25	14.75	15.50
EH-3	14.00	15.00	17.00	18.00
EH-4	16.00	17.00	19.00	20.00
EH-5	Up to \$50.00 per hour			
EH-6	Up to \$75.00 per hour			

2020	Steps			
Range	A	B	D	E
EH-1	13.50	14.00	15.00	15.50
EH-2	14.00	14.75	16.25	17.00
EH-3	15.50	16.50	18.50	19.50
EH-4	17.50	18.50	20.50	21.50
EH-5	Up to \$50.00 per hour			
EH-6	Up to \$75.00 per hour			

Range	Position Titles
EH-1	Facility Attendant I, Office Attendant I; Recreation Leader I; Scorekeeper. Minors aged 15 and 16 may be paid 85% of EH-1 Step A per state law.
EH-2	Facility Attendant II; Office Attendant II; Recreation Leader II
EH-3	Facility Attendant III; Office Attendant III; Recreation Leader III; Harbor Aide
EH-4	Facility Attendant IV; Office Attendant IV; Recreation Leader IV; Landscaping Specialist; Seasonal Maintenance Worker
EH-5	Intern; Instructor; Paralegal; Permit Assistance Coordinator; Re
EH-6	Project Specific Work

2019
City of Des Moines - Index of Positions and Pay Schedule
Additional Compensation

DESCRIPTION	COMPENSATION
ALL REGULAR EMPLOYEES	
SAFETY COMMITTEE	Per Quarter
Representative	\$200.00
Alternate Representative	\$100.00
COMPUTER SUPPORT	2% of base wages while supporting computer services (Police Department Only)
WORKING AT A HIGHER CLASSIFICATION	<i>Minimum No. of Days to Qualify:</i>
Non-Union	1st step of the higher pay range, or a 1 step pay increase, whichever 5 Days
Teamsters - Local No. 763	1st step of the higher pay range, or a 1 step pay increase, whichever 3 Days
Police Guild	5% of base pay, or the 1st step in the supervisory classification, w 1 Full Shift
Plan 401 (Social Security Replacement)	
Non-Union	5.00 % of gross wages
Teamsters - Local No. 763	5.00 % of gross wages
Police Guild	6.52 % of gross wages
Plan 457 - DEFERRED COMPENSATION	
Non-Union	1.52% of gross wages
Teamsters - Local No. 763	0.353% of gross wages

GENERAL EMPLOYEES

Plan 457 - DEFERRED COMPENSATION

The City cashes and deposits 12 hours of sick leave to a 457 Deferred Compensation plan, provided minimum of 200 hours sick leave balance and less than 24 hours sick leave usage per calendar year.

TEAMSTERS - LOCAL NO. 763

STANDBY STATUS

Per Non-Working Hour On Call \$2.00 per hour in 2018; \$2.30 per hour in 2019.

UNION CALLBACK COMPENSATION

1-1/2 x hourly rate with a 3-hour minimum

Plan 457 - DEFERRED COMPENSATION

The City cashes and deposits 1 or 2 hours of sick leave, depending on sick leave balances, to a 457 Deferred Compensation plan for Teamsters Union employees.

Based on the following schedule:

Sick Leave Bal.

Over 250

From 150 to 249

2019
City of Des Moines - Index of Positions and Pay Schedule
Additional Compensation

POLICE GUILD

POLICE EDUCATIONAL INCENTIVE PAY SCHEDULE

AA or AS Degree	2.5% of base wages
BA or BS Degree	4.0% of base wages
MA, MS, or MPA Degree	5.0% of base wages

POLICE TRAINING OFFICER'S INCENTIVE PAY

5% of hourly rate x # of hours

(To qualify, a training officer must have an active assigned trainee a minimum of 24 hours per qualifying pay period or must have an a training reserve officer a minimum of 12 hours per qualifying pay period.)

POLICE STANDBY STATUS

Per Non-Working Hour On Call \$10.00 per Hour

EMERGENCY CALL-BACK

1-1/2 x hrly rate with a 3 hour minimum

(Called back to work in an emergency, more that one (1) hour before or one-half hour after normal duty hours.)

COURT APPEARANCE, TRAINING, OR MANDATORY MEETINGS

Outside normal schedule 1-1/2 x hrly rate with a 3 hour minimum

Plan 457 - DEFERRED COMPENSATION

The City cashes and deposits 2 or 3 hours of sick leave, depending on sick leave balances, to a 457 Deferred Compensation plan for Police Guild employees.

Based on the following schedule:

Sick Leave Bal.

Over 300

From 200 to 299

POLICE PATROL

Patrol schedule consists of an 8 day work week, with 3 days on and 3 days off. Each workday is 12 hours in duration, resulting in a total of 2,190 hours scheduled per year. Because of this, each employee assigned to a 12 hour schedule receives an additional 55 hours of leave (Kelly time) every 6 months (Jan 1 - Jun 30 and Jul 1 - Dec 31).

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Public Hearing: 2018 Operating and Capital Budgets

ATTACHMENTS:

1. Draft Ordinance No. 18-110
2. Appendix A 2018 Amended Operating and Capital Budget

FOR AGENDA OF: November 8, 2018

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 1, 2018

CLEARANCES:

- ☐ Community Development _____
- ☐ Marina _____
- ☐ Parks, Recreation & Senior Services _____
- ☐ Public Works _____

CHIEF OPERATIONS OFFICER: _____

- ☒ Legal *56*
- ☒ Finance *BW*
- ☐ Courts _____
- ☐ Police _____

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

Purpose and Recommendation

The purpose of this Agenda Item is for the City Council to consider Draft Ordinance 18-110, amending the 2018 Operating and Capital Budgets.

Suggested Motion

FIRST MOTION: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No. 18-110 on first reading."

SECOND MOTION: "I move to enact Draft Ordinance No. 18-110 relating to municipal finance, amending the 2018 budget adopted in Ordinance No. 1692."

Background

The current and capital revenues and expenditures for the City differ from forecasts used to create the 2018 budget, enacted by Ordinance No. 1692 and such differences justify certain adjustments regarding obligations incurred and expenditures of proceeds for fiscal year 2018.

In addition to numerical changes, there is also a structural change to the original budget based on council discussion throughout the year and to more closely align the city record keeping with the financial goals of the city.

Discussion

Operating Changes

The 2018 budget presented last November 9, 2017 was based upon an estimated carry-forward fund balances from 2017 estimated year-end fund balances. Appendix “A” shows the amended 2018 beginning fund balances, which is the actual 2017 ending fund balances.

Below are the additional changes to the 2018 amended budget:

GENERAL FUND

Total Change in revenues = \$1,426,000 increase

1. **Tax Revenues** **\$1,512,000 increase**
 One of the major tax revenues increase is the One-time Sales and B & O tax - \$885,000. This is the projected 2018 sales tax and B&O tax revenues from “one time” construction projects, with assessed valuation greater than \$15 million.

 Other tax revenues increases:

Property Tax	\$142,000
Sales & B & O Tax	\$325,000
Other Taxes	\$160,000
2. **Marijuana Tax Shared Revenue** **\$112,500 increase**
3. **Port of Seattle Grant** **\$31,500 increase**
 This is a grant for the Marina Redevelopment project.
4. **Interest Revenue** **\$70,000 increase**
 Increase is due to continuing interest rate in 2018 increase and \$1,570,000 increase in investment.
5. **One-time Red Light Running Program** **\$300,000 decrease**
 Decline in revenue is due to decrease in red light violations at intersections with red light cameras.

Total Change in expenditures = \$744,500 increase

6. **Policy and Support Services** **\$198,500 increase**
Increase include: a) membership dues for Puget Sound Regional Council - \$9,800; b) shift 0.30 FTE Chief Strategic Officer to Executive Department and add 0.20 FTE Management Analyst in September, 2018 - \$37,000; c) professional services for the Marina redevelopments - \$90,000; and d) leave cashouts to former Finance Director and Human Resource Director - \$61,700
7. **Public Safety Services** **\$332,000 increase**
Estimated costs to cover the hire-ahead program for the Police Department is \$150,000 and there is also an increase in overtime - \$182,000.
8. **Community Services** (Professional Services) **\$200,000 decrease**
SEPA Planned Action in Pac Ridge was cancelled.
9. **One-time Expenditures** **\$385,000 increase**
Transfer \$885,000 to the One-time Sales and B & O tax fund and decrease the Transfer-Out to the MCI fund for the North Bulkhead project - \$500,000
10. **Debt Service for Interest Payment on New 2018 Bond Issue** **\$29,000 increase**

STREETS FUND (Expenditure Appropriation) **\$30,000 increase**
Appropriation is for increase in Street Lighting Electricity.

ARTERIAL STREET PAVEMENT FUND

Other Services and Charges (Revenues) **\$750,000 increase**
This is based on the Interlocal Agreement with Highline Water District for the 223rd Pavement project.

Pavement Project Cost -223rd Street **\$580,000 increase**

DEVELOPMENT FUND

Total Change in revenues = \$1,550,000

1. **Building Permits, Plan Review, and Engineering Fees** **\$1,500,000 increase**
Collected development-related revenues are majority from Highline College, Highline School District for Zenith Elementary School, Wesley Homes, and Waterview Crossing.
2. **Interest Revenue** **\$50,000 increase**

Total Change in expenditures = \$27,000

3. **Building Division** **\$27,000 increase**
This is for the Building Official (in-training) hire-ahead cost starting November, 2018.

HOTEL/MOTEL TAX FUND

Tourism Promotion Services (Revenues) **\$44,000 increase**
These are reimbursements for the "I-5 Community Way Finding Signage" project from Seattle Southside (\$24,000) and summer events from Destination Des Moines (\$20,000).

Seattle Southside Services (Expenditure Appropriation)**\$21,000 increase**

100% of the Hotel/Motel tax collected must be remitted to the Seattle Southside Regional Tourism Authority (SSRTA) per interlocal agreement and this budget adjustment authorizes the additional pass through spending.

PBPW AUTOMATION FEE FUND**Small Tools & Equipment (Expenditure Appropriation)****\$5,000 increase**

This is a request by IT Manager to purchase equipment to modify the code enforcement services.

ABATEMENT FUND**Professional Services (Expenditure Appropriation)****\$16,000 increase**

This is a placeholder for property demolition services.

2018 LTGO & REFUNDING BOND FUND**New 2018 GO Bond Debt Proceeds****\$3,369,820 increase****Transfer-Out****\$1,405,820 increase**

This is a fund transfer from the Refunding Bond Fund to the Municipal Capital Improvement (MCI) Fund for the North Bulkhead construction project.

REET 1 HOLDING FUND (Transfers-out)**\$115,000 increase**

This is a fund transfer from the REET 1 Fund to MCI Fund to provide funding for the North Bulkhead project.

REET 2 HOLDING FUND (Transfers-out)**\$350,000 increase**

This is a fund transfer from the REET 2 Fund to MCI Fund to provide funding for the Playground Equipment to different parks: Wooten Park, Kiddie Park, Westwood Park, Midway Park, and Steven J Underwood Park.

PARK IN-LIEU FUND (Transfers-Out)**\$59,000 increase**

This is a fund transfer to MCI Fund to provide funding for the Waterfront Vista and Mary Gay Park

ONE-TIME SALES/B & O TAX FUND (Transfers-Out)**\$540,000 increase**

Fund transfers for funding projects such as the Beach Park Bulkhead, Puget Sound Gateway (SR509 Extension), Mary Gay Park, and the Downtown Alley Improvement.

MARINA CIP FUND**Transfers-In****\$50,000 increase**

Additional Appropriations for Dredging Services Project and Fuel & Electrical Project

\$100,000 increase**SURFACE MANAGEMENT OPERATIONS FUND (Transfers-Out)****\$917,000 increase****SURFACE MANAGEMENT CIP****Transfers-In****\$902,000 increase**

Additional Appropriations for CIP Projects

\$221,000 increase

EQUIPMENT RENTAL OPERATIONS FUND

Professional Services (Consultant services fee for design of storage yard stormwater BMP) **\$40,000 increase**

EQUIPMENT RENTAL REPLACEMENT FUND

Vehicle (Purchase of new detective vehicle) **\$40,000 increase**

COMPUTER REPLACEMENT FUND (Transfers-Out) \$71,000 increase

Recommendation or Conclusion

Staff recommends council approves the transfers and changes to the operating and capital budgets.

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CITY ATTORNEY'S FIRST DRAFT 09/07/2018**DRAFT ORDINANCE NO. 18-110**

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON relating to municipal finance, amending Ordinance No. 1692 (uncodified) (Budget 2018), and authorizing certain expenditures in the amounts specified in this Ordinance.

WHEREAS, the City Council finds that current and capital revenues and expenditures for the City differ from forecasts used to create the 2018 budget, enacted by Ordinance No. 1692, and further finds that such differences justify certain adjustments regarding obligations incurred and expenditures of proceeds for fiscal year 2018, and

WHEREAS, the City Council finds that the 2018 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 2018 Budget. Appendix "A" of Ordinance No. 1692 (uncodified) (2018 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 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.

Ordinance No. _____
Page 2 of 2

(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 8th day of November, 2018 and signed in authentication thereof this 8th day of November, 2018.

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

Published: _____

**DRAFT ORDINANCE NO. 18-110
APPENDIX A 2018 AMENDED OPERATING AND CAPITAL BUDGET**

APPROPRIATED FUNDS	2018 ORIGINAL BUDGET				CHANGE IN BUDGET		2018 AMENDED BUDGET			
	BEGINNING BALANCE	REVENUE	EXPENDITURE	ENDING BALANCE	REVENUE	EXPENDITURE	ACTUAL BEGINNING BALANCE	REVENUE	EXPENDITURE	AMENDED ENDING BALANCE
GENERAL FUND	4,532,095	22,632,109	23,759,611	3,404,593	1,426,000	744,500	5,392,527	24,058,109	24,504,111	4,946,525
STREETS	554,270	1,766,145	1,614,937	705,478	-	30,000	691,658	1,766,145	1,644,937	812,866
ARTERIAL STREET PAVEMENT	1,005,361	1,125,000	1,310,413	819,948	750,000	580,000	1,107,771	1,875,000	1,890,413	1,092,358
DEVELOPMENT	1,868,569	2,368,010	2,546,467	1,690,112	1,550,000	27,000	2,869,893	3,918,010	2,573,467	4,214,436
POLICE DRUG SEIZURE	7,385	1,000	1,000	7,385	-	-	10,446	1,000	1,000	10,446
HOTEL-MOTEL TAX	6,875	133,000	112,000	27,875	44,000	21,000	(24,541)	177,000	133,000	19,459
REDONDO ZONE	22,545	60,870	69,853	13,562	-	-	15,654	60,870	69,853	6,671
WATERFRONT ZONE	16,392	276,000	158,938	133,454	-	-	17,808	276,000	158,938	134,870
PBPW AUTOMATION FEE	181,446	100,000	95,778	185,668	-	5,000	194,673	100,000	100,778	193,895
URBAN FORESTRY	-	10,000	5,000	5,000	-	-	-	10,000	5,000	5,000
ABATEMENT	5,208	35,300	200	40,308	-	16,000	6,660	35,300	16,200	25,760
AUTOMATED SPEED ENFORCE (ASE)	214,687	350,000	396,686	168,001	-	-	267,147	350,000	396,686	220,461
TRANSPORTATION BENEFIT DISTRICT	278,847	916,000	914,812	280,035	-	-	138,639	916,000	914,812	139,827
REET 1 Eligible Debt	12,692	17,268	19,476	10,484	-	-	21,339	17,268	19,476	19,131
REET 2 Eligible Debt	13,652	263,428	263,428	13,652	-	-	38,570	263,428	263,428	38,570
2018 LTGO Debt Service	-	-	-	-	3,369,820	1,405,820	-	3,369,820	1,405,820	1,964,000
REET 1 Holding	276,556	504,000	632,828	147,728	-	115,000	1,023,165	504,000	747,828	779,337
REET 2 Holding	312,029	450,000	393,428	368,601	-	350,000	755,117	450,000	743,428	461,689
Park Levy	2,869	54,000	54,000	2,869	-	-	1,757	54,000	54,000	1,757
Park In Lieu	402,956	10,000	-	412,956	-	59,000	559,810	10,000	59,000	510,810
One Time Sales Tax	341,792	-	186,039	155,753	-	540,000	1,183,676	-	726,039	457,637
Municipal Capital Improve	-	4,436,039	4,399,345	36,694	-	-	201,447	4,436,039	4,399,345	238,141
Transportation Capital Improve	1,075,757	1,294,996	1,875,690	495,063	-	-	808,678	1,294,996	1,875,690	227,984
Traffic In Lieu	633,830	802,000	105,825	1,330,005	-	-	108,978	802,000	105,825	805,153
Traffic Impact - City Wide	787,015	1,687,000	237,565	2,236,450	-	-	1,280,159	1,687,000	237,565	2,729,594
Traffic Impact - Pac Ridge (S)	-	-	-	-	-	-	278,859	-	-	278,859
Marina O&M	1,098,491	3,958,745	3,833,300	1,223,936	-	-	1,473,242	3,958,745	3,833,300	1,598,687
Marina CIP	144,583	410,000	195,000	359,583	50,000	100,000	600,957	460,000	295,000	765,957
Marina Debt	871,820	815,416	815,415	871,821	-	-	942,777	815,416	815,415	942,778
SWM O&M	2,465,022	3,751,629	3,574,288	2,642,363	-	917,000	2,411,813	3,751,629	4,491,288	1,672,154
SWM CIP	785,217	633,950	1,235,860	183,307	902,000	221,000	1,311,076	1,535,950	1,456,860	1,390,166
EQUIPMENT RENTAL OPERATIONS	354,851	482,673	515,142	322,382	-	40,000	369,198	482,673	555,142	296,729
EQUIPMENT RENTAL REPLACEMENT	1,676,754	750,978	523,000	1,904,732	-	40,000	3,807,968	750,978	563,000	3,995,946
FACILITY REPAIR & REPLACEMENT	37,731	522,258	473,013	86,976	-	-	192,667	522,258	473,013	241,912
COMPUTER REPLACEMENT	598,481	247,744	205,824	640,401	-	71,000	1,022,200	247,744	276,824	993,120
SELF INSURANCE	287,372	861,790	701,975	447,187	-	-	460,408	861,790	701,975	620,223
UNEMPLOYMENT INSURANCE	353,446	68,682	30,000	392,128	-	-	437,457	68,682	30,000	476,139
	21,226,596	51,796,030	51,256,136	21,766,490	8,091,820	5,282,320	29,979,653	59,887,850	56,538,456	33,329,047

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2019 PRELIMINARY ANNUAL BUDGET

[illegible]



2018 OPERATING AND CAPITAL BUDGET

[illegible]

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24TH AVE S RECTANGULAR RAPID FLASHING BEACON (RRFB) MIDBLOCK CROSSING IMPROVEMENTS

Nov 8th, 2018
Project Update





S 216TH ST

PHASE I & PHASE III

FAA BUILDING

24TH AVE S

PHASE IV

S 208TH ST

CITY OF SEATAC 24TH / 28TH
CONNECTION PROJECT

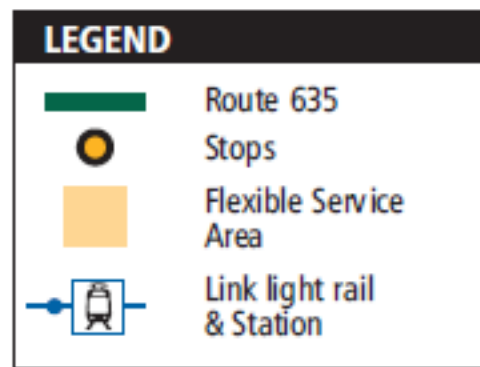
28TH AVE S

ANGLE LAKE
LIGHTRAIL STATION

City of Des Moines & King County Metro Partnership

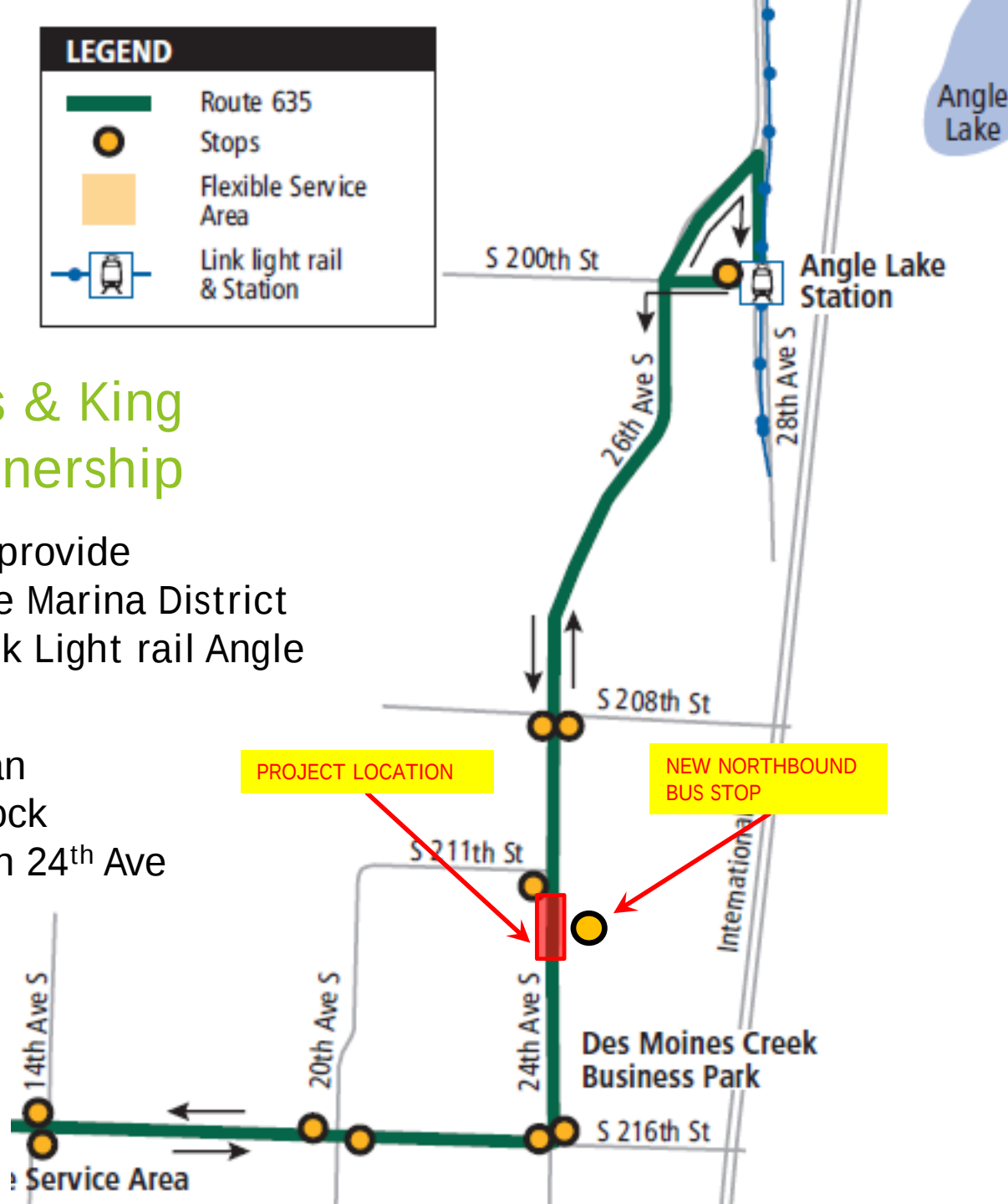
- In 2017, City of Des Moines was successfully selected as a partner of King County for their Community Connections Program.
- City of Des Moines works with King County to provide a cost-efficient community shuttle services along 24th Ave S & S 216th St Corridors.

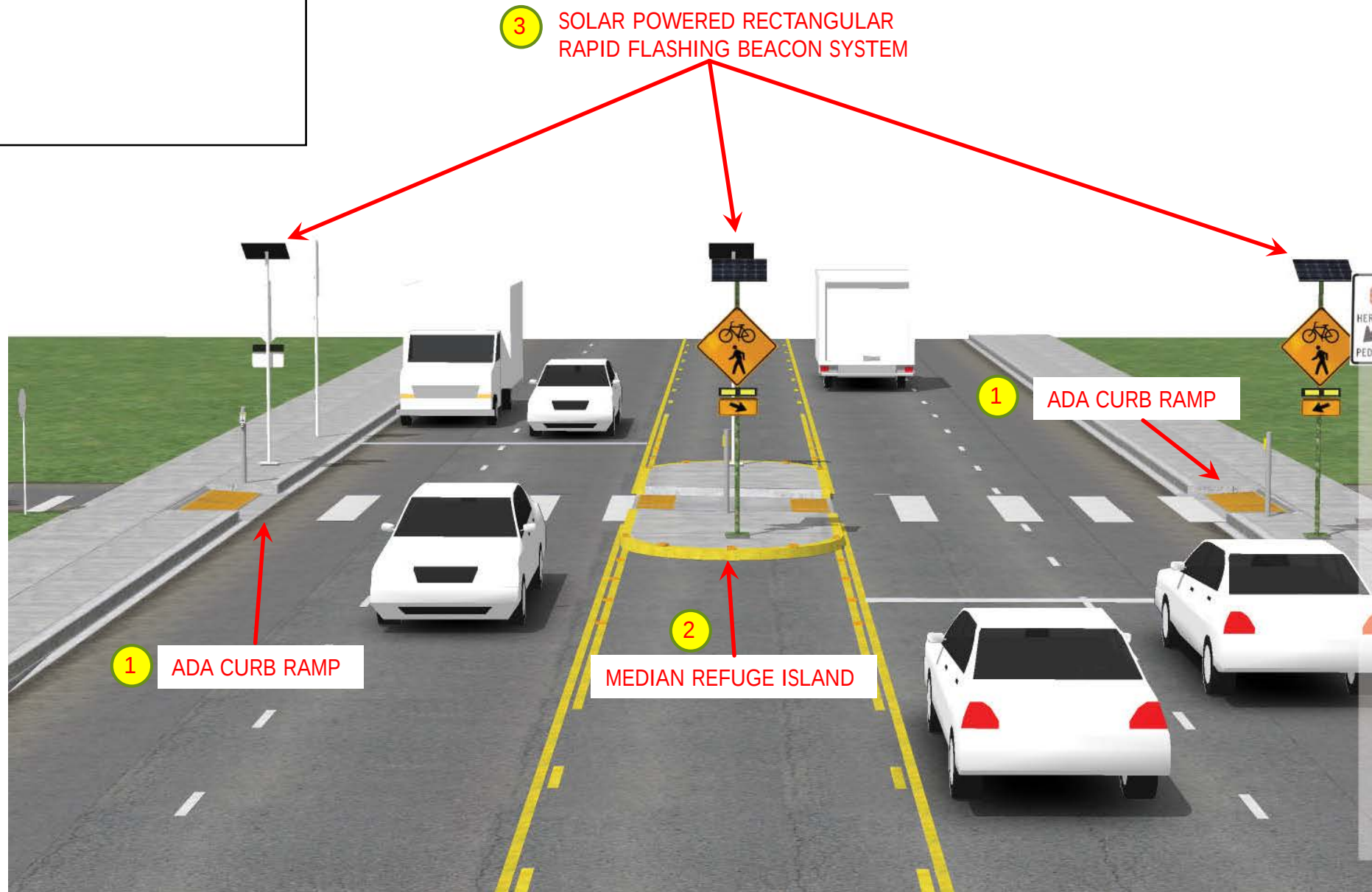




City of Des Moines & King County Metro Partnership

- The Community Shuttle provide connections between the Marina District and SeaTac Airport & Link Light rail Angle Lake Station.
- Both parties identified an opportunity for a midblock crossing improvement on 24th Ave S.





Contract Bid Solicitation

- **West Coast Signal Inc.**, was the lowest responsive bidder
- Lowest bid : **\$120,325**
- King County will contribute **\$70,000**.



PUBLIC HEARING – 2018 OPERATING AND CAPITAL BUDGETS

November 8, 2018

PUBLIC HEARING – 2019 PRELIMINARY ANNUAL BUDGET

November 8, 2018

**Solvent ~ Strong ~ Sustainable
and Contingency Strategy**

2019 Department Requests – Staffing

2

FTE REQUESTS (ON-GOING):

- 1.0 FTE - Public Records Clerk.
- 1.0 FTE – Police Department Executive Support (in process).
- 0.6 FTE – Management Analyst:
 - Employee currently serves as our Domestic Violence Advocate at 0.4 FTE – making position full-time.
- 0.5 FTE – Staff Accountant:
 - Current part time employee (0.5 FTE) retiring in May 2019.
 - Increasing the position by 0.5 FTE – making position full-time, to address business and B&O Tax with in-house.
- 1.0 FTE – Executive Support, Police Department
- 4.0 FTE – In-house Landscape Program;
 - 1 Parks Maintenance Lead.
 - 3 Parks Maintenance Workers.

2019 Department Requests - Staffing

3

FTE REQUESTS (ONE-TIME):

- ▶ 4.0 FTE - Police Officers – Hire Ahead Program.
(4.0 FTE Authorized, but 3.0 FTE Funded).
- ▶ 1.0 FTE - 30 mo. Limited Term - Court Clerk (Mid 2017-through 2019).
(Will reevaluate as part of 2020 budget).
- ▶ 1.0 FTE – Limited Term - Emergency Management Director.
(Will reevaluate as part of 2020 budget).
- ▶ 1.0 FTE – Special Project Position, Police Department (2019 through 2021).
- ▶ Planning, Building & Public Works – Development Fund (105):
 - ▶ 1.0 FTE - Community Development: Building Official.
(Hire Ahead Program for Succession Planning & Institutional knowledge).
 - ▶ 1.0 FTE – Capital Projects Manager.
 - ▶ 2.0 FTE – Sound Transit Development Agreement.
 - ▶ Land Use Planner.
 - ▶ Civil Engineer.

2019 Department Requests - Programs

4

Program Enhancements/Increases (Subject to Council Approval):

➤ One-time:

- Metro Shuttle – Midday & Saturday Service- \$132,580.
- Budget Proviso - \$22,000.
- Economic Development and Marina Redevelopment Resources - \$31,000.
- Park Impact Fee Study - \$50,000.
- Sustainable Airport Master Plan EIS (Cooperative effort with adjacent cities) - \$50,000.
- Utility Tax Audit - \$60,000.
- **SCORE Contribution increase - \$267,701.**
- Audio System at the Senior Center - \$35,000.
- Beach Park Auditorium Sound System and Chairs - \$43,500.

2019 Department Requests - Programs

5

Public Safety Program Expenditures:

➤ On-going:

- K-9 Program - \$20,000.
- 2 Leased Vehicles for Street Crimes - \$15,000.

➤ One-time:

- Duty Weapons - \$30,000.
- Spillman Upgrade - \$30,000.
- Vehicle purchase - \$70,000.
- Fitness Facility Improvement- \$10,000.
- Software for Investigation - \$12,000.
- Cameras for Redondo - \$8,000.

GENERAL FUND:

2018-2023 GENERAL FUND							
	BUDGET 2018	REVISED EST 2018	BUDGET 2019	FORECAST			
				2020	2021	2022	2023
BEGINNING RESERVE	\$ 4,532,095	\$ 5,392,527	\$ 4,946,525	\$ 4,278,273	\$ 4,296,825	\$ 4,554,211	\$ 5,113,717
Operating Revenues	21,632,109	22,473,109	23,113,425	23,362,365	23,650,994	23,907,988	24,169,375
Operating Expenditures	(21,383,460)	(21,797,961)	(22,704,886)	(23,343,813)	(23,393,608)	(23,348,482)	(23,915,071)
Net Activity ("Operating revenues over (under) operating expenditures")	248,649	675,148	408,539	18,552	257,386	559,506	254,304
Total Net One Time Activities - CIP & Public Safety	(1,376,150)	(1,121,150)	(385,010)	-	-	-	-
Total Other One-Time Expenditures	-	-	(691,781)	-	-	-	-
ENDING RESERVE	\$ 3,404,594	\$ 4,946,525	\$ 4,278,273	\$ 4,296,825	\$ 4,554,211	\$ 5,113,717	\$ 5,368,021
<u>Required Reserve Calculation</u>							
5% Stabilization	1,081,605	New reserve policy for the General Fund Ending Fund Balance per Ordinance No. 1703.					
7% Regular	1,496,842						
Combined Required Reserve (12%)	2,578,447						
GFOA Target of 60 days (approx. 16.67%)	3,564,623	3,633,720	3,784,904	3,891,414	3,899,714	3,892,192	3,986,642
Reserve (shortfall) surplus to GFOA Target	(160,029)	1,312,805	493,369	405,411	654,497	1,221,525	1,381,379
Ending Reserve - % Total Expenditures	14.33%	22.69%	18.84%	18.41%	19.04%	21.56%	22.26%
Fund 309 One-Time Sales and B&O Taxes Fund Ending Reserve							
(available for General Fund purposes)	\$ 155,753	\$ 1,345,537	\$ 1,139,537	\$ 564,537	\$ 539,537	\$ 514,537	\$ 514,537

DEVELOPMENT FUND:

NO "ONE-TIME" PROJECTS INCLUDED IN REVENUE FORECAST YEARS

2018-2023 DEVELOPMENT FUND FINANCIAL FORECAST

	BUDGET 2018	REVISED EST 2018	BUDGET 2019	FORECAST			
				2020	2021	2022	2023
BEGIN RESERVE	\$1,868,569	\$2,869,893	\$4,446,615	\$ 4,237,405	\$ 3,221,564	\$ 2,287,582	\$ 1,320,139
Revenues	2,368,010	4,132,010	2,906,742	2,170,923	2,158,431	2,150,646	2,159,583
Expenditures	(2,546,467)	(2,555,288)	(3,115,952)	(3,186,764)	(3,092,413)	(3,118,089)	(3,004,481)
Net Activity ("Operating revenues over (under) operating expenditures")	(178,457)	1,576,722	(209,210)	(1,015,841)	(933,982)	(967,443)	(844,898)
ENDING RESERVE	\$1,690,112	\$4,446,615	\$4,237,405	\$ 3,221,564	\$ 2,287,582	\$ 1,320,139	\$ 475,241
GFOA Target of 60 days (approx. 16.67% of operating expenditures)	424,496	425,967	519,429	531,234	515,505	519,785	500,847
Reserve (shortfall) surplus to GFOA Target	1,265,616	4,020,648	3,717,976	2,690,330	1,772,077	800,354	(25,606)

City of Des Moines

Public Hearing – November 8, 2019
2019 Property Taxes/Revenue Sources

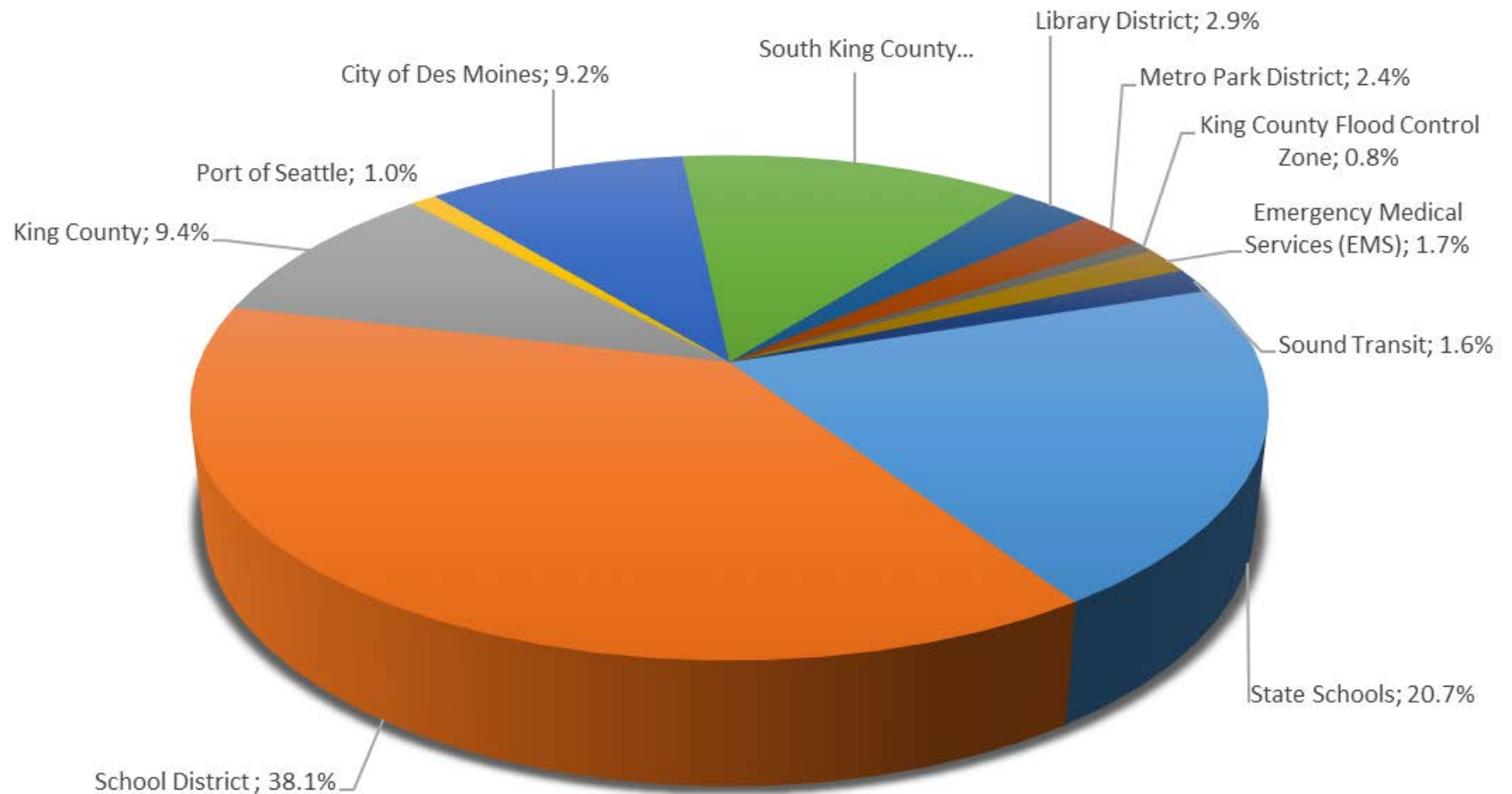
2019 Property Tax

Impact to Home Owner:	Regular Levy		Dollar Change	% Change
	2018	2019		
City of Des Moines Property Tax Revenue for \$350,000 AV	\$ 457	\$ 430	\$ (27)	-5.9%

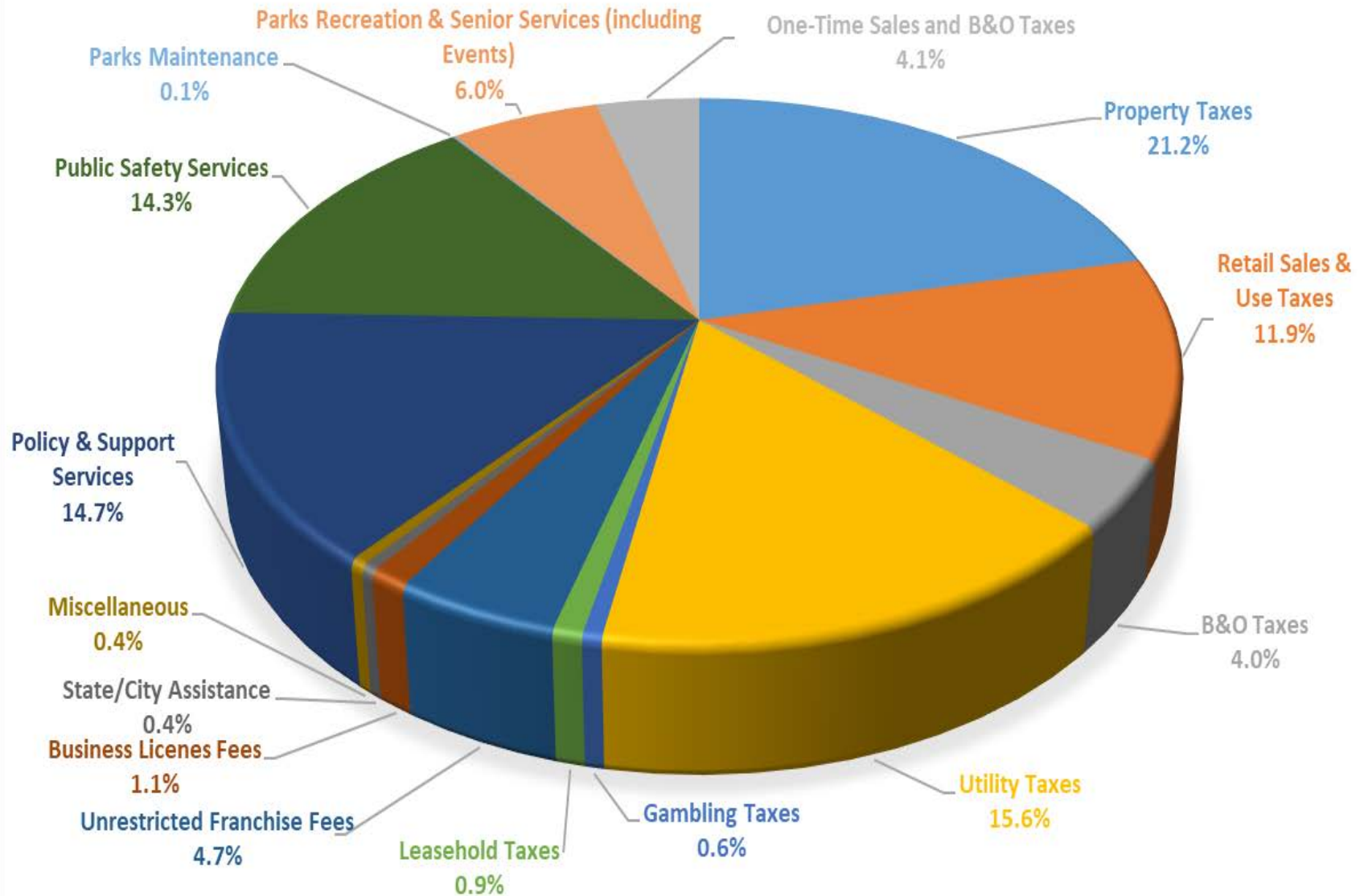
2019 Property Tax Revenue and Levy Rate

	Regular Levy		Dollar Change	% Change
	2018	2019		
Property Tax Revenue	\$ 4,942,969	\$ 5,111,287	\$ 168,318	3.4%
City of Des Moines Total Assessed Valuation	\$ 3,786,485,943	\$ 4,161,028,852	\$ 374,542,909	9.9%
Lewy Rate	1.3054	1.2284		-5.9%

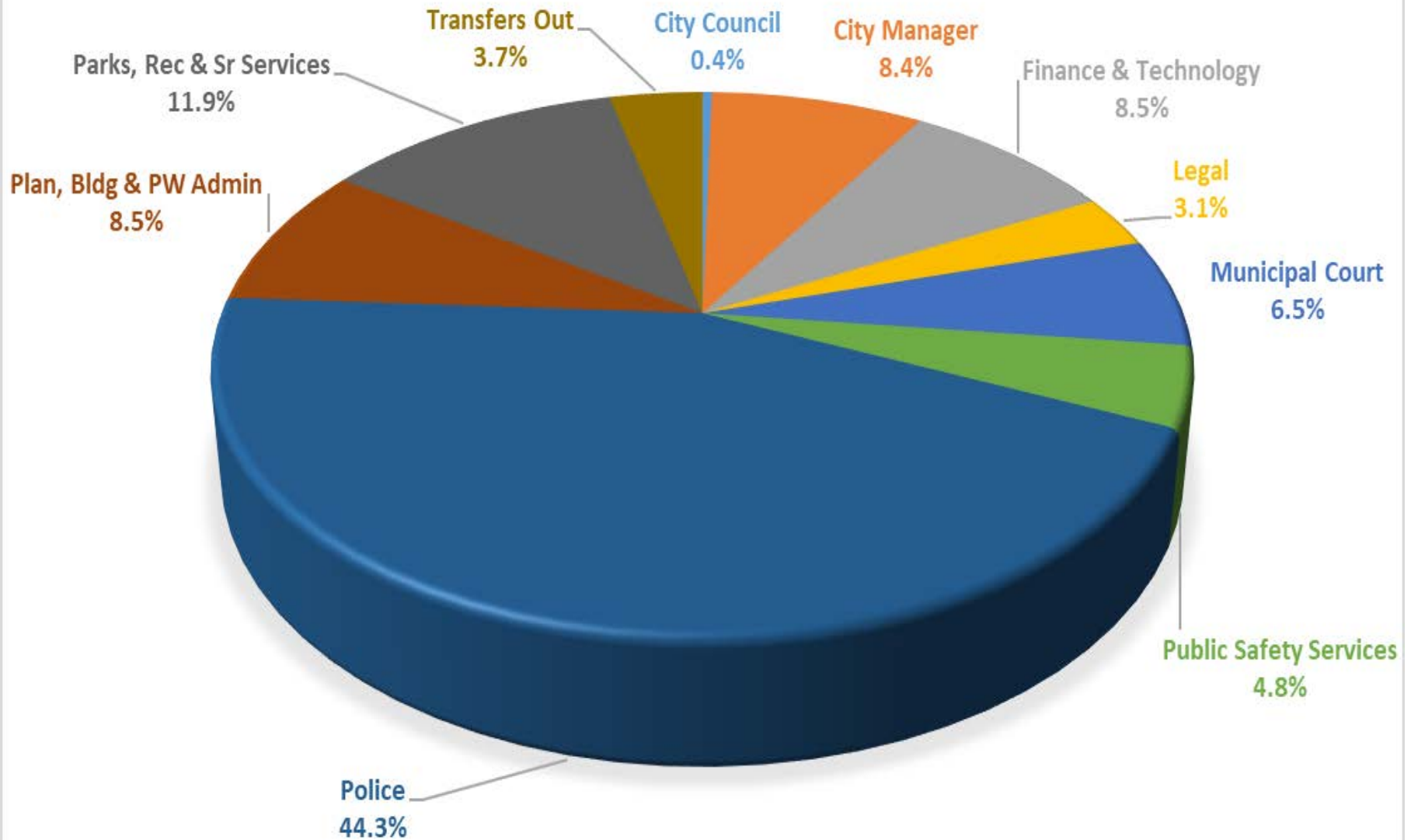
Property Tax Distribution 2018 Tax Levy Rates



2019 BUDGET - GENERAL FUND REVENUES - \$24,113,245



2019 BUDGET - GENERAL FUND EXPENDITURES - \$24,781,677



Marina Revenues

- ❖ Marina rates were set from fiscal years 2017 through 2020 per Ordinance #1685.
- ❖ Rate increases started July 1, 2017 and then effective January 1st each year thereafter.
- ❖ The rate plan increases moorage revenues be the occupancy rates will be closely monitored to determine the exact impact of the increases.
- ❖ A rate increase ranging from 2% to 4% will be effective January 1, 2019.
- ❖ 2019 Moorage Rates Chart is available at the Marina Office.

Surface Water Management Revenues

- ❖ Surface Water Management rates were set from fiscal years 2016 through 2020 per Ordinance #1627.
- ❖ Baseline rates were set effective January 1, 2016.
- ❖ Rate increases started January 1, 2017 and then effective January 1st each year thereafter.
- ❖ A rate increase of 8.53% will be effective January 1, 2019.