STUDY SESSION DES MOINES CITY COUNCIL - November 6, 2003 - 7:30 p.m.

CALL TO ORDER

PLEDGE OF ALLEGIANCE TO THE FLAG

ROLL CALL

DISCUSSION ITEMS:	DISCUSSION LEADER:	GOAL:	EST. TIME:
1. Mount Rainier Pool Proposed Interlocal Agreement	Park & Recreation Director/ Assistant City Attorney	Discussion/Direction	25 Minutes
2. Preliminary 2004 Budget - Department Review, Debt Service, Internal Service, and Reserve Funds	Finance Director/ Department Directors	Discussion/Direction	60 Minutes
3. Preliminary 2004 Budget - CIP Funds	Finance Director/ Department Directors	Discussion/Direction	45 Minutes
4. Preliminary 2004 Budget - Policy Issues	City Manager/ Finance Director	Discussion/Direction	20 Minutes

NEXT MEETING DATE:

ADJOURNMENT

ADDITIONAL SLIDE – ATTACHMENT Gb

General & Street Funds 2004 Budget

Department: Computer Equipment Funds
Unmet Needs

Operations Fund

- Training (Windows 2003) - $4,250

Capital Fund

- Server Room Cooling System - $5,000

REVISED ATTACHMENT J

Revenue Stabilization Fund
2004 Budget

2004 Full Funding	Revenue	%	Years	Total
Retail Sales Tax	$1,426,000	10%	3	$427,800
Building Permits	500,000	10%	3	150,000
Plan Review Fees	125,000	10%	3	37,500
State Assistance	137,500	10%	3	41,250
Vehicle Fuel Tax	411,000	10%	3	123,300
Interest Earnings	110,000	10%	3	33,000
Total 2004 Funding				**$812,850**
Additional Revenues:				
State Shared	$280,000	10%	3	$84,000
New 2004 Funding				**$896,850**

General & Street Funds 2004 Budget

Department: Park and Recreation

Unmet Needs

Park Operations:

- **Change in Personnel**

Program Analysis:	Parks	All City Bldg
Add .50 Park Maintenance Worker	$23,820	
Add 1.0 Park Maintenance Worker	$55,640	
Eliminate 2,617 part-time hours	-$41,700	
Offset: Increased Revenue-SJUMP	-$10,000	
Net Cost	**$27,760**	
Move .40 Worker from Parks to ACB	-$25,813	$25,813
Total Net Cost	**$ 1,947**	**$25,813**

First Draft – 9-30-03
Second Draft – 10-23-03
Third Draft – 10-28-03
Fourth Draft – 11-4-03
Fifth Draft – 11-6-03

Pool Transfer Agreement Between
KING COUNTY and MOUNT RAINIER POOL OWNERS

1. PARTIES

This **Agreement** (hereinafter "Agreement") is made and entered into as of January 1, 2004 between **Mount Rainier Pool Owners**, a coalition of the cities of Des Moines, Normandy Park, and SeaTac, all Washington municipal corporations (hereinafter **"Pool Owners"**), and **King County**, a Washington municipal corporation, (hereinafter **"the County"**).

2. PURPOSE AND RECITALS:

2.1 The County, under the authority of federal, state and county laws, has acquired and developed a park, recreation and open space system, including ownership of the Mt. Rainier Pool located on Highline School District property at Mt. Rainier High School, 22722 19th Avenue South in Des Moines, Washington;

2.2 The County does not have a sufficient, stable source of revenue to continue to manage and maintain its parks, open space, recreational facilities and programs at current levels and must therefore transfer facilities to other entities.

2.3 The County is legally restricted from converting many of these parks, open space, and recreational facilities from their current uses without expending funds to replace the converted facilities.

2.4 The Cities of Des Moines and Normandy Park, through an Interlocal Agreement, created a coalition of cities known as "Mount Rainier Pool Owners" ("Pool Owners") for the purposes of owning and operating the Mount Rainier Pool, and said cities have notified the County that it wishes the County to transfer the ownership of the Mt. Rainier Pool to the Pool Owners.

2.5 Given the legal restriction regarding conversion of the properties, the marketability of the properties is limited and, as a result, the cost of operating the Pool is approximately equal to the value of the property to the County.

2.6 The above cities have further stated their willingness, together with the Highline School District, the City of SeaTac, and other contributors, to provide ongoing funding to the Pool Owners to support the operation of the Mt. Rainier Pool as set forth in the "Interlocal Agreement for Mount Rainier Pool," attached hereto as "Exhibit A."

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

3. CONVEYANCE OF TITLE

3.1 Upon execution of this Agreement and of the Assignment ("Assignment") to the Pool Owners by King County of the underlying lease with Highline School District Lease (the Assignment shall be substantially in the form attached hereto as "Exhibit C"), King County shall, by deed effective as of January 1, 2004, convey to the cities of Des Moines and Normandy Park, as tenants in common, all of its ownership interest in the improvements known as the Mt. Rainier Pool ("Pool or "Property"), which are located on the property. (The "Property Legal Description is attached hereto as "Exhibit D" and the King County/Highline School District Lease (the "Lease") is attached hereto as "Exhibit B")

3.2 The deed shall be a Statutory Warranty Deed and shall contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The parties agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

3.2.1 "Grantee covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571 applicable to a transferee, including that Grantee covenants that the Property shall continue to be used for the purposes contemplated by Resolution 34571, that the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for the purposes contemplated by Resolution 34571, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County shall be provided."

3.2.2 "The Grantee, as required by RCW 36.89.050, covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefore."

3.2.3 "Grantee covenants that, except for reasonable periods of closure required for necessary maintenance, capital repair or to remedy threats to health or safety, the Property shall be open to the public for swimming during business hours comparable to those of other public pools in King County."

3.2.4 "Grantee covenants that it shall maintain the Property in good, clean, safe and sanitary condition and in compliance with all applicable laws, ordinances and regulations."

3.2.5 "Grantee covenants that it shall not use the Property in a manner that would cause the interest on County bonds related to the Property to no longer be exempt from federal income taxation."

3.2.6 "Grantee further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The Pool Owners covenant that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for parks and recreation purposes."

3.2.7 "The Grantee covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property; provided, however, that all such preceding covenants as to Mt. Rainier Pool shall terminate on March 6, 2009, the agreed upon expiration of the term under the Lease or upon the earlier conveyance of the Pool to the District.

4 LEASE ASSIGNMENT

The Assignment of the Lease is contingent on written approval of the Highline School District ("District"). If such written approval is not obtained within thirty (30) days from the execution of this Agreement, the conveyance and assignment shall not be required until thirty (30) days after such written approval is obtained.

5 EQUIPMENT AND SUPPLIES

5.1 The Property being conveyed includes certain equipment and supplies used to operate and maintain the Pools as verified by a physical inventory of the equipment and supplies to be conducted by the County and the Pool Owners. The County will leave such equipment and supplies on site, which equipment and supplies will include all furniture, lifeguard equipment, first aid supplies, specialty tools, operator manuals, as-built pool and remodel plans, phone system, lighting fixtures, miscellaneous pool equipment, building maintenance supplies, spare parts, and materials such as chlorine and filtration supplies for pool maintenance, as further described in "Exhibit E" hereto.

5.2 The Pool Owners take all equipment and supplies AS IS and WHERE IS and agree that the County holds no future responsibility with regard to the equipment and supplies or any occurrence related to or resulting from their use.

6 BEST EFFORTS AND CONTINGENCY AGREEMENT

6.1 The Pool Owners have agreed to accept transfer of the pool ownership and assignment of the lease on the following conditions:

6.1.1 The Pool Owners will use their best efforts, with the cooperation and assistance of the cities and communities that will be served by the pool, to operate and maintain the pool at its current level of service to the public;

6.1.2 The Pool Owners may, at any time, certify to the County in writing that: (1) they have used all reasonable and diligent efforts to continue to operate the Pool and to secure financial support therefor; (2) funds are not reasonably available to allow the continued operation of the Pool by the Pool Owners; and (3) The Pool Owners have been unable to assign their interests in the Pool to another operator or otherwise ensure the continued operation of the Pool as a public pool. Thereafter, 90 days after such written certification to the District and the County in accordance with the Pool Transfer and Assignment Agreements, the Pool Owners may mothball the Pool. "Mothball" means maintaining such Pool in a manner that protects it from damage associated with closure and that will allow it to be re-opened for public use at a later date at minimal cost. "Mothballing" includes, but is not limited to, keeping the Pool filled with water and with the filters, pumps, heaters and general pool equipment remaining on, and maintaining the security and usability of the Pool and building. After the Pool has been mothballed for a period of six months, during which time the Pool Owners shall have used reasonable and diligent efforts to identify means hy which the Pool may be re-opened for public use, then as between the County and the Pool Owners, the County will deem a closure of the Pool to be in compliance with the Pool Owners' obligations to the County to continue operating the pool under this Agreement and the Pool Owners may then elect, consistent with applicable legal requirements and the Assignment, to have title to the Pool and the rights and ohligations under the lease revert to King County.

7 NEW POOL CONTINGENCY

7.1 It is understood that one or more of the cities and/or school district that are providing operating funds to the Pool Owners for Pool operations, or another entity such as the YMCA, may construct a new pool in the future in the general vicinity of the Pool. If such new pool: a) operates as a replacement pool in the same manner as required for the Pool by this Agreement; b) is of comparable size and equivalent recreational value; and c) the cities and/or the district fund the new pool in lieu of providing continued funding levels to the Pool Owners, the new pool shall constitute an equivalent replacement facility for the Pool as contemplated by Resolution 34571. When the funding is withdrawn from the Pool Owners and the new pool is operational and open to the public, then as between the County and the Pool Owners, the County will deem a closure of the Pool to be in compliance with the Pool Owners' obligations to continue operating the pool under this Agreement. Upon such closure, ownership of the Pool shall revert to the District in accordance with the Assignment.

7.2 The Pool Owners agree to continue to maintain and operate the Pool in accordance with this Agreement until the MRPC discontinues funding levels to the Pool Owners and the new replacement pool is operational and open to the public.

8 EXISTING RESTRICTIONS, AGREEMENTS, CONTRACTS OR PERMITS

8.1 The Pool Owners shall abide by and enforce all terms, conditions, reservations, encumbrances, restrictions and covenants of title existing at the time of conveyance and/or in the deed of conveyance.

8.2 In addition to any other remedies available for breach of a real property covenant and regardless of the enforceability of the covenants in the deed, all such covenants shall also be considered contractual obligations with which the Pool Owners must comply.

8.3 Breach of any such covenant or contractual obligation or breach of any provision of this Agreement shall entitle the County to seek any remedy in law or equity, including without limitation, damages and/or specific performance.

9 FINANCIAL ARRANGEMENT

9.1 As part of the consideration for the Pool Owners' agreement to assume title to and to continue to operate and maintain the Pool at its expense, the County agrees to:

9.1.1 Transfer $50,000.00 to the Pool Owners for the purpose of making capital improvements to the Mt. Rainier Pool. Such funds for capital improvements will be distributed to the Pool Owners by March 31, 2004. Funds provided pursuant to this financial arrangement may be used only for the planning, construction, reconstruction, repair, rehabilitation or improvement of the Mt. Rainier Pool. Any such funds not so used shall be returned to the County, or transferred subject to the requirement that the transferee use the funds only for the specified purposes; and

9.1.2 Transfer additional capital funds to the Pool Owners for the purposes of making capital improvements to the Pool. The amount of such additional capital funds will be determined by the County and will depend on the number of agreements to transfer pools that are executed in 2002-2003. Any additional capital dollars will be distributed to the Pool Owners by March 31, 2004. Under no circumstance will the amount of additional capital funds to be transferred to the Pool Owners exceed One Hundred Thousand ($100,000.00) Dollars.

9.2 Other than the funds provided pursuant to 9.1.1 and 9.1.2, the County shall have no obligation whatsoever to provide additional funds to the Pool Owners relating to the Pool Property.

10 CONDITION OF PREMISES, OPERATIONS, MAINTENANCE, ETC.

10.1 The Pool Owners have inspected and know the condition of the Pool and agree to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Pool.

10.2 The County does not make and specifically disclaims any and all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property or its condition, and no official, employee, representative or agent of King County is authorized otherwise.

10.3 The Pool Owners acknowledge and agree that, except as set forth in this Agreement, the County shall have no liability for, and that the Pool Owners shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the Pool Owners or the County.

10.4 The County shall make available, prior to December 18, 2003, to the Pool Owners' representatives for interviews, the Pool Operators of the Pool and the employees of the County who manage and supervise those Pool Operators. The County shall instruct all such employees to fully cooperate with the Pool Owners' representatives and to truthfully and completely answer all questions presented as they relate to the operations of the Pool and the condition of the Pool equipment, property, furnishings, fixtures and assets. The County shall make the Pool available for inspection by independent experts engaged at the Pool Owners' expense to inspect the Pool.

11 ENVIRONMENTAL LIABILITY

11.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

11.2 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the Pool Owners might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County prior to transfer of the Pool to the Pool Owners. In making such claim, however, the Pool Owners are barred from seeking recovery for costs that arise from the Pool Owners having exacerbated the costs of remediation upon which a statutory claim for contribution is based as a result of the Pool Owners performing construction activities on the Property or changing the use of the Property. Exacerbation shall not be deemed to include the mere discovery of contamination.

11.3 If the Pool Owners discover the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately

notify the County in writing. Prior to undertaking any remediation, the parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement.

11.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

12 INDEMNIFICATION AND HOLD HARMLESS

12.1 King County shall indemnify and hold the Pool Owners harmless from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever arising from those occurrences related to the Property that occurred prior to the effective date of conveyance of the Property to the Pool Owners, except to the extent that indemnifying or holding the Pool Owners harmless would be limited by Section 10 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the Pool Owners or the Pool Owners and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the Pool Owners and their officials, officers, agents and employees or jointly against the Pool Owners and King County and their respective officials, officers, agents and employees, King County shall satisfy the same.

12.2 The Pool Owners shall indemnify and hold King County and its elected officials, officers, agents and employees, or any of them, harmless from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, including attorneys' fees and costs, (i) arising from the Pool Owners' failure to comply with any provision of this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred on or after the effective date of conveyance of the Property to the Pool Owners, except to the extent that indemnifying or holding the County harmless would be limited by Section 11 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the Pool Owners, the Pool Owners shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the Pool Owners and their respective officers, agents and employees, the Pool Owners shall satisfy the same.

12.3 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Property.

12.4 Each party agrees that its obligations under this paragraph extend to any claim brought by or on behalf of any employees, or agents. For this purpose, each party hereby waives, with respect to the other party only, any immunity that would

otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

12.5 The County shall defend any claim against the Pool Owners or the County that it was unlawful for the County to transfer the Pool to the Pool Owners pursuant to this Agreement. This defense obligation shall not be construed as a promise to indemnify the Pool Owners from and against any damages or costs, nor as an obligation to defend any other claims including, but not limited to, those alleging that the Pool Owners unlawfully discontinued operations, closed or mothballed the Pool.

13 AUDITS AND INSPECTIONS

13.1 The County shall have full access to and the right to examine and copy, at its expense, during normal business hours and as often as they deem necessary, all of the Pool Owners' records with respect to all matters covered by this Agreement.

13.2 The Pool Owners shall have access to and the right to examine and copy, at its expense, during normal business hours, any disclosable and non-privileged records retained hy the County with respect to the construction, maintenance, use, repair, and/or operation of the Pool.

14 COMPLIANCE WITH LAWS

The Pool Owners shall comply, and shall ensure that its contractors comply, with all federal, state and local laws, regulations, and ordinances applicable to the Property.

15. LEGAL RELATIONS

15.1 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture, agent-principal relationship, or partnership is formed as a result of this Agreement.

15.2 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

16 WAIVER

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

17. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement and its Exhibits set forth the entire agreement between the parties with respect to the subject matter hereof. It may only be supplemented by addenda or amendments, which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

18. MISCELLANEOUS

18.1 The Pool Owners represent and warrant that the execution of this Agreement has been duly authorized and that to the best of the Pool Owners' knowledge there is no pending, lawsuit or material claim against or related to the Pool Owners that will impede or materially affect the Pool Owners' ability to perform the terms of this Agreement, this Agreement does not conflict with the terms of any other agreement to which the Pool Owners are a party, and there is no pending investigation of the Pool Owners by any governmental agency.

18.2 The County represents and warrants that the execution of this Agreement has been duly authorized and that to the hest of the County's knowledge there is no pending, lawsuit or material claim against or related to the County that will impede or materially affect the County's ability to perform the terms of this Agreement, this Agreement does not conflict with the terms of any other agreement to which the County is a party.

18.3 This Agreement shall be effective upon its execution by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.

19. NOTICES

19.1 Any notice provided for herein shall be sent to the respective parties at:

KING COUNTY:	**POOL OWNERS**:
______, Acting Manager King County Parks and Recreation Division Dept. of Natural Resources & Parks King Street Center, 7th Floor 201 S. Jackson St. Seattle, WA 98104 (Telephone)	Patrice Thorell Parks & Recreation Director Parks & Recreation Director City of Des Moines 21630 11th Ave. S. Des Moines WA 98198 (206) 870-6529

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/////

IN WITNESS WHEREOF, the parties have executed this Agreement.

KING COUNTY

____
King County Executive
Manager__________________________
Date

APPROVED AS TO FORM this__________
day of ______________, 2003.

By__________________________________
Richard S. Brown
Assistant City Attorney of Des Moines

APPROVED AS TO FORM this__________
day of ______________, 2003.

By__________________________________
Susan Sampson
City Attorney of Normandy Park

MOUNT RAINER POOL OWNERS
("POOL OWNERS")

____
CEO

____
Date

DATED this _______ day of
_________________, 2003.

CITY OF DES MOINES
By_____________________
Anthony Piasecki
Its City Manager
At the direction of the Des Moines City Council by motion regularly passed at an open public meeting on__________, 2003.

DATED this _______ day of
_________________, 2003.

CITY OF NORMANDY PARK
By_______________________________
Merlin MacReynold
Its City Manager
At the direction of the Normandy Park City Council by motion regularly passed at an open public meeting on __________, 2003.

EXHIBIT A
Interlocal Agreement for Mount Rainier Pool

EXHIBIT B
Real Property Lease to be assigned to the Pool Owners

EXHIBIT C
Lease Assignment Agreement

EXHIBIT D
Legal Description of Mt. Rainier Pool Property

EXHIBIT E
Inventory of Equipment and Supplies

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is entered into as of the 1st day of January2004, by and between KING COUNTY, a political subdivision of the State of Washington (the "County"), MOUNT RAINIER POOL OWNERS, a coalition of the CITIES OF DESMOINES and NORMANDY PARK , both Washington municipal corporations ("Pool Owners"), and HIGHLINE SCHOOL DISTRICT NO. 401, a Washington municipal corporation (the "District"), (collectively referred to herein as the "Parties").

WHEREAS, the County has leased certain real property from the District pursuant to the Lease Agreement dated March 6, 1974 ("Lease"), which is attached and incorporated herein as Exhibit A;

WHEREAS, the County has constructed a facility known as the Mount Rainier Pool ("Pool") on the property leased from the District pursuant to the Lease;

WHEREAS, the County and the Pool Owners have reached an agreement for transfer of ownership of the Pool from the County to the Pool Owners under that certain Pool Transfer Agreement entered into on or about the date hereof and dated as of January 1,, 2004 ("Pool Transfer Agreement") ;

WHEREAS, the Lease should accordingly be assigned to the Pool Owners, and the District approves of such assignment, on the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises made in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. <u>Assignment</u>.
The County hereby assigns, transfers and conveys to the City of DesMoines and the City of Normandy Park, as co-owners and operating as the Mount Rainier Pool Owners coalition, all of the County's right, title, and interest in and to the Lease.

2. <u>Assumption</u>.
The Pool Owners hereby accept and assume all of the County's right, title and interest in and to the Lease and assume all obligations of any kind or nature under the Lease that arise after the date of this Agreement. The Pool Owners agree for themselves and their respective successors and assigns, to defend, indemnify, and hold harmless the County, its appointed and elected officials and employees, from

and against any and all claims, liability, damages, demands, suits, judgments, costs, including attorney fees and costs of defense (collectively, "Claims"), to the extent such Claims are caused by or arise out of the Pool Owners' breach or violation of the terms of the Lease or this Agreement. The foregoing notwithstanding, the Pool Owners shall have no obligation to defend, indemnify, or hold harmless the County, or any of its elected officials or employees, for any Claims relating to termination of the Lease after the mothballing or closure of the Pool as permitted under the terms of the Pool Transfer Agreement.

3. <u>Cessation of Pool Owners' Operation of Pool.</u>

3.1 The Pool Owners shall be entitled to close or cease operations of the Pool in the event that it becomes economically imprudent for the Pool Owners to continue to own, maintain and operate the swimming facility located on the premises and the Pool Owners have made all reasonable efforts to keep the Pool open and have complied with all obligations and conditions for mothballing and closure of the Pool as set forth in the Pool Transfer Agreement. For purposes of this section, continued operation shall be deemed economically imprudent if the Pool Owners have complied with all obligations and conditions in the Pool Transfer Agreement for certification that the operations of the Pool are not economically viable (including, but not limited to, the requirements in Section 6.1 thereof) and are unable to adequately cover all costs of operating the swimming facility (including, but not limited to, reasonable allowances for overhead costs, reserves for repairs and capital improvements, and costs of insurance) with funds from operating revenues generated by the pool facility, funds from cities (and/or any other governmental or public support source (other than King County), and any grants or donations from foundation or corporate donor resources that may be available to the Pool Owners for support of the facility.

3.2 If the Pool Owners intend to close or cease operating the Pool, they shall provide the County and the District with written notice of such decision no less than ninety (90) days before the commencement of the six month mothballing period required by Section 6.1.2 of the Pool Transfer Agreement, and during such ninety (90) day period the Pool Owners, County and the District shall work together diligently and in good faith to seek to find another entity to assume ownership and/or operation of the Pool in an effort to prevent the Pool from being mothballed. Following compliance with all obligations and conditions of the Pool Transfer Agreement for mothballing and closure of the Pool, the Pool Owners shall convey the Pool free and clear of all liens and encumbrances and in good condition to the County (or to such other entity approved by the District) at the end of the six month mothballing period. If no such other entity is so approved by the District, the Pool Owners shall convey the Pool to the County in a mothballed state and shall take all actions necessary to maintain the Pool in such condition until said conveyance.

3.3 Upon conveyance of the Pool to the County pursuant to Section 3.2, the Lease shall terminate and the County shall have no obligation to operate the Pool or make the Pool available to or for the use of the District or others, and shall continue mothballing the Pool in accordance with industry and County standards for a period of six (6) months ("Mothballing Period"). During the Mothballing Period, the County shall continue to secure and maintain the Pool building and associated property and shall carry insurance substantially similar to the insurance currently in place and carried by the County as of the date of this Agreement and consistent with the requirements of the Lease (whether or not the Lease is then in effect), provided, however, that the County may elect to self insure against tort liability arising from the Pool. During the Mothballing Period, the Parties will work together diligently and in good faith to seek to find another third party willing to assume ownership and operation of the Pool.

3.4 Upon the expiration of the Mothballing Period, the Pool's useful life as contemplated by King County Resolution 34571 shall expire. Following the Mothballing Period, the County may permanently close the Pool but shall continue to secure and maintain the Pool building and associated property and shall carry insurance substantially similar to the insurance currently in place and carried by the County as of the date of this Agreement and consistent with the requirements of the Lease (whether or not the Lease is then in effect), provided, however, that the County may elect to self insure against tort liability arising from the Pool.

3.5 At any time after a conveyance of the Pool to the County pursuant to Section 3.2 and prior to March 6, 2009, or at any time after a conveyance of the Pool to the District pursuant to Section 7.1 of the Pool Transfer Agreement and prior to March 6, 2009, the District may by written notice direct the County to demolish the Pool at the County's sole cost and expense. The County shall complete such demolition in a reasonable time, not to exceed one year, following its receipt of the written notice (even if such demolition extends beyond March 6, 2009). As used herein, "demolition" shall include, but not be limited to, the following: demolish the pool building and associated improvements; import fill at pool and foundation; remove sidewalks, underground utilities and asbestos (if any); remove all debris; grade and seed site; construction contract costs, including contractor's fees, construction management fees and general conditions; obtain all necessary permits; design and engineering; and payment of sales taxes and inspection costs.

3.6 All title and ownership to the Pool shall automatically transfer and revert to the District as of March 6, 2009 or upon such earlier date as the the Pool is either closed by the Pool Owners in accordance with Section 7.1 of the Pool Transfer Agreement or the Pool is

demolished under Section 3.5 hereof. Upon such transfer to the District, the County shall have no further obligations or responsibilities under this Agreement or the Lease or regarding the Pool (except for the completion of demolition, if so directed by the District under Section 3.5). In such event, the County agrees that the District shall have no obligation to operate the Pool and no obligation to comply with any of the operating restrictions or deed covenants set forth in the Pool Transfer Agreement and any previous documents of record (and the deed to the District shall provide for the termination and release of all such restrictions and deed covenants), nor shall the District have any obligations whatsoever to operate or maintain the Pool or its related facilities and building. It is expressly understood and agreed that the District considers the ability to demolish the Pool or otherwise convert the Pool facility and the underlying property to another use to be a material consideration for its decision to agree to this Agreement, as well as to the release provided to the County in Section 4 of this Agreement.

4. Acceptance.

The District hereby approves and accepts the assignment of the Lease from the County to the Pool Owners pursuant to the terms contained in this Agreement and releases the County from all obligations under the Lease, provided, however, this release shall not constitute a release from liability as to any breach of the Lease by the County that occurred prior to the date of this Agreement or as to any breach of this Agreement by the County, nor shall it constitute a release as to any third party claim related to the County having agreed to an assignment of the Lease or having entered into the Pool Transfer Agreement with the Pool Owners.

5. No Other Amendments.

Except as modified or amended by this Agreement, all of the terms and conditions of the Lease remain unchanged.

6. General Provisions.

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event any of the Parties defaults on the performance of any terms of this Agreement or any Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses. This Agreement shall be governed by the laws of the State of Washington. The venue for any dispute related to this Agreement shall be King

County, Washington. Failure of any Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

7. Pool Use Agreement.

The Parties acknowledge and agree that the County has in the past allowed the District to use the Pool under the terms of a use agreement, and the Pool Owners will continue to do so under the terms of the most recent Pool Use Agreement entered into between the County and the District on June 1, 2003 (the "Pool Use Agreement"). Prior to the expiration of the Pool Use Agreement, the Pool Owners agree to engage in good faith negotiations to facilitate the District's continued use of the Pool during the term of the Lease, as contemplated by Section 2 of the Lease.

8. Notices.

All notices or communications by one of the parties hereto to the other shall be addressed, respectively, as follows:

If to the County:	King County Bob Burns, Acting Manager King County Parks and Recreation Division King Street Center, 7th Floor 201 S. Jackson Street Seattle, WA 98104
If to the District:	Dr. Joseph McGeehan Superintendent Highline School District No. 401 15675 Ambaum Blvd. S.W. P.O. Box 66100 Seattle, WA 98166
If to the City of Des Moines:	Patrice Thorell Director of Parks & Recreation 21630 11th Avenue South DesMoines, WA 98198_______________________
If to the City of Normandy Park:	_______________________ _______________________ _______________________ _______________________

Any party may change its address for notice as set forth above by giving written notice of a different address (or addresses) to each of the other parties in the manner specified in this Section 8. Except as otherwise expressly provided, any notice shall be deemed to have been given (a) three (3) business days after the mailing thereof when mailed by registered or certified mail (return receipt requested), (b) the next business day after delivery to any overnight courier service offering proof of receipt, (c) upon receipt if sent by facsimile (with copy by registered or certified mail, return receipt requested), or (d) upon receipt if by hand delivery.

The Pool Owners agree that a copy of any notice or other communication sent to the County pursuant to this Agreement or the Pool Transfer Agreement shall be sent simultaneously to the District.

9. Joint and Several Liability.

The City of DesMoines and the City of Normandy Park shall be jointly and severally liable for the obligations of the Pool Owners under this Agreement.

10. Counterparts.

This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

EXECUTED and APPROVED by the Parties in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the dates set forth below.

APPROVED AS TO FORM this ______ day of ______________, 2003.	DATED this ______ day of ___________, 2003.
	CITY OF DESMOINES
By______________________________	By______________________________
Richard S. Brown Assistant City Attorney of DesMoines	Tony Piasecki Its City Manager At the direction of the DesMoines City Council by motion regularly passed at an open public meeting on __________, 2003.

APPROVED AS TO FORM this ______ day of ______________, 2003.	DATED this ______ day of ___________, 2003.
	CITY OF NORMANDY PARK
By_____________________________ Susan Sampson City Attorney of Normandy Park	By_____________________________ Merlin MacReynold Its City Manager At the direction of the Normandy Park Council by motion regularly passed at an open public meeting on __________, 2003.
APPROVED AS TO FORM this ______ day of ______________, 2003.	DATED this ______ day of ___________, 2003.
	HIGHLINE SCHOOL DISTRICT NO. 401
By_____________________________ William L. Green Attorney for Highline School District	By_____________________________ Dr. Joseph McGeehan Its Superintendent At the direction of the Highline School Board by resolution regularly passed at an open public meeting on __________, 2003.
APPROVED AS TO FORM this ______ day of ______________, 2003.	DATED this ______ day of ___________, 2003.
	KING COUNTY
By_____________________________ Name: _________________________ King County Prosecuting Attorney	By_____________________________ Name: _________________________ Its: ___________________________ At the direction of the King County Council by __________ regularly passed at an open public meeting on __________, 2003.

STATE OF WASHINGTON)
) ss.
COUNTY OF ___________)

On this _____ day of _________________, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tony Piasecki, to me known to be the person who signed as City Manager of the CITY OF DESMOINES, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

____
(Signature of Notary)

____
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at ________________.
My appointment expires: _________________.

STATE OF WASHINGTON)
) ss.
COUNTY OF ___________)

On this _____ day of ________________, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Merlin MacReynold, to me known to be the person who signed as City Manager of the CITY OF NORMANDY PARK, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

____
(Signature of Notary)

____
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at ________________.
My appointment expires: ________________.

STATE OF WASHINGTON)
) ss.
COUNTY OF ___________)

On this _____ day of _________________, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dr. Joseph McGeehan, to me known to be the person who signed as Superintendent of HIGHLINE SCHOOL DISTRICT NO. 401, the municipal corporation that executed tbe within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

____
(Signature of Notary)

____
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at ________________.
My appointment expires: _________________.

STATE OF WASHINGTON)
) ss.
COUNTY OF ____________)

On this _____ day of _________________, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ___________________________________, to me known to be the person who signed as __________________________ of KING COUNTY, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that ______ was duly elected, qualified and acting as said officer of the municipal corporation, that ______ was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

____
(Signature of Notary)

____
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _________________.
My appointment expires: __________________.

EXHIBIT A

LEASE AGREEMENT

First Draft - 10-23-03
Second Draft – 10-28-03
Third Draft – 11-6-03

INTERLOCAL AGREEMENT for MOUNT RAINIER POOL
For Years 2004 through 2006
By
MOUNT RAINIER POOL CONTRIBUTORS ("MRPC")
And
MOUNT RAIINIER POOL OWNERS ("POOL OWNERS')

In Accordance with the Interlocal Cooperation Act (RCW 39.34), the City of Des Moines ("Des Moines"), the City of Normandy Park ("Normandy Park"), the City of SeaTac ("SeaTac"), and the Highline School District No. 401 ("the District") [Collectively referred to hereafter as the "Parties"], each of which is a Washington Municipal Corporation, hereby enter into the following AGREEMENT:

RECITALS

WHEREAS:

A. King County ("the County"), as part of its duty to serve the needs of the residents of King County and the municipalities within it, from 1974 through 2002, owned, operated and maintained the Mount Rainier Swimming Pool ("the Pool") located on property leased to the County by the District;

B. In 2002, the County reported that it did not have a sufficient source of revenue to continue to manage, maintain and operate the Pool and related programs beyond the 2002 calendar year;

C. In December 2002, as part of a joint effort to assure the continued operation of the Pool through the 2003 calendar year, the Parties entered into an "Interlocal Agreement for Mount Rainier Pool Subsidy Funding." Said agreement created the coalition of "Mt. Rainier Pool Contributors" ("MRPC"), consisting of all of the Parties.

D. MRPC then contracted with the County to continue operation of the Pool through the 2003 calendar year. The County has now reported that it will not continue operating the Pool, even with subsidy funding, beyond the 2003 calendar year.

E. The County has agreed to transfer pool ownership and to assign its lease with the District to an ownership coalition consisting of the cities of Des Moines, Normandy Park and SeaTac [to be known as the "Mt. Rainier Pool Owners" ("Pool Owners")] and the District has agreed to such an assignment. The transfer and assignment will be substantially in the form attached hereto as "Exhibit A."

F. Upon execution and finalization of this agreement, the Pool Owners intend to enter into a Pool Operation Agreement with Aquatic Management Group ("AMG"), substantially in the form attached hereto as "Exhibit B."

NOW, THEREFORE, the Parties agree to cooperate with each other by continuing the coalition of **MOUNT RAINIER POOL CONTRIBUTORS ("MRPC")** and by creating a coalition of **MOUNT RAINIER POOL OWNERS ("Pool Owners")** to carry out the above purposes on the following terms and conditions:

I. TERM of AGREEMENT and RENEWAL

1.1 This Agreement shall commence on January 1, 2004 and shall terminate on December 31, 2006; provided, however, that if the Pool Operation Agreement with AMG is not fully executed and effective as of January 1, 2004, this Agreement shall automatically terminate and be of no further force or effect.

1.2 This Agreement may be renewed only by written agreement of all of the Parties.

II. CONTINUATION OF MOUNT RAINIER POOL CONTRIBUTORS ("MRPC")

2.1 The coalition of **MOUNT RAINIER POOL CONTRIBUTORS ("MRPC")**, created by the Interlocal Agreement in 2002, is hereby continued to carry out the purposes set forth in this Agreement.

2.2 The initial members of MRPC will continue to be members of the continuing MRPC coalition.

2.3 The MRPC members will contribute funds to be used to continue the operation, management and maintenance of the Pool as more fully described herein and in the Pool Operation Agreement with AMG.

2.4 MRPC shall not be considered an owner or operator of the Pool.

III. MRPC ELIGIBILITY

3.1 Any public agency seeking to participate in this Agreement may be allowed to do so upon approval of the MRPC Executive Committee (as defined below) pursuant to the existing terms hereof and upon such other terms, including payment of such financial contributions, as may be approved and directed by the MRPC Executive Committee.

3.2 The MRPC Executive Committee, by unanimous vote, may allow admission by a public agency on terms other than those set forth herein for participation. Any public agency so

admitted shall be deemed an ex officio party hereto and shall not be entitled to a vote on matters submitted to the MRPC Executive Committee.

IV. MRPC EXECUTIVE COMMITTEE

4.1 The MRPC shall be governed by the "MRPC Executive Committee", which is hereby established to assure the effective implementation and administration of this Agreement.

4.2 The MRPC Executive Committee shall be composed of the chief executive officer or designee of each of the Parties.

4.3 Each MRPC member shall also designate an alternate voting member of the MRPC Executive Committee who shall serve in the absence of the voting member.

4.4 The MRPC Executive Committee shall, by majority vote, except as herein otherwise provided, develop and implement operating policy in order to carry out the goals set forth herein, adopt and administer a budget, receive funding from the Parties for such budget, and seek such outside professional assistance as is necessary to achieve the purposes set forth herein. The funds of MRPC shall be subject to audit in the manner provided by the law for the auditing of public funds.

4.5 Regular meetings of the MRPC Executive Committee shall be held as determined by the MRPC Executive Committee. The MRPC Executive Committee shall elect, by majority vote, a "chair" to conduct its meetings. The chair shall not forfeit, by virtue of the position of chair, any power vested in him/her and in addition will schedule and preside over meetings. The chair shall continue to preside at the pleasure of a majority of the voting members of the MRPC Executive Committee, and may be replaced at any time.

4.6 A quorum for the conduct of business by the MRPC Executive Committee shall be a majority. Notice of any special meeting shall be circulated to all members of the MRPC Executive Committee by the chair, or upon the written notice of a voting majority of the MRPC Executive Committee, not less than twenty-four (24) hours before such meeting is scheduled. No action will be taken without a quorum and without an absolute majority of the eligible voting members of the MRPC Executive Committee voting in favor of the matter under consideration. MRPC Executive Committee members may attend meetings and vote telephonically as may be necessary for the orderly and timely conduct of business.

4.7 On or before August 15, of each year of the agreement the MRPC Executive Committee shall, in conjunction with the Pool Owners Executive Committee:

- Analyze all significant and relevant information and resources relating to the expenditures and revenues associated with the operation and capital maintenance of the Pool;
- Report its findings to the legislative bodies of the MRPC members; and
- Recommend a course of action to the MRPC members for the continuing operation and maintenance of the Pool.

V. FUNDING and CONTRIBUTIONS

5.1 Funding to subsidize the Pool operation and carry out the purposes of this Agreement shall be provided by contributions from the MRPC members and by such other contributions as may be received by the MRPC and fund raising activities as may be approved by the MRPC Executive Committee. AMG has estimated the annual subsidy necessary to operate the Pool to be $97,000 per year.

5.2 Based on the estimated first year subsidy of $97,000 and a start up contribution of $50,000, the financial contribution to be paid by each of the Parties for the 2004 calendar year is:

Des Moines	$ 75,000
Highline School District	$ 20,000
Normandy Park	$ 15,000
SeaTac	$ 25,000
Total 2004 Contribution	$ 135,000

5.3 Based on the estimated second year subsidy of $97,000, the financial contribution to be paid by each of the Parties for the 2005 calendar year is:

Des Moines	$ 75,000
Highline School District	$ 20,000
Normandy Park	$ 15,000
SeaTac	$ 25,000
Total 2005 Contribution	$ 135,000
Projected Transfer to Capital Account	$ 26,000

5.4 Based on the estimated third year subsidy of $97,000, the financial contribution to be paid by each of the Parties for the 2006 calendar year is:

Des Moines	$ 75,000
Highline School District	$ 20,000
Normandy Park	$ 15,000
SeaTac	$ 25,000
Total 2006 Contribution	$ 135,000
Projected Transfer to Capital Account	$ 38,000

5.5 Capital Expenditure Account. The Pool Owners shall establish a Mt. Rainier Pool Escrow Account with funds transferred from King County. The funds from the escrow account shall be used for capital expenditures for the Pool. The expenditure of County funds for capital items must qualify for the use of Real Estate Excise Tax (REET) funds and projects must be of an amount of $5,000 or greater. The Pool Owners may, at any time and at their sole discretion and expense, make any and all improvements to or repairs, maintenance and/or modifications of the

premises, or any of the areas assigned to AMG in the Operating Agreement, which it deems necessary or desirable to protect or serve pool users, or which enhance the pool, however the Pool Owners shall not be obligated to make any improvement or modifications of the premises.

5.6 Any and all unexpended funds remaining as a result of reduced subsidy required by AMG as identified in 5.2 (no funds projected for transfer in 2004), 5.3 ($26,000 funds projected for transfer in 2005), and 5.4 ($38,000 funds projected for transfer in 2006) shall be transferred to the Capital Expenditure Account to be used by the Pool Owners for Capital Pool needs exceeding $2,000 through the term of the Agreement.

VI. ACCOUNTING, PAYMENTS & DISTRIBUTIONS; DESIGNATION OF AUTHORITY

6.1 The MRPC Fund will be established and managed by Des Moines.

6.2 Des Moines will transmit billings for the annual financial contributions to the MRPC members no later than December 15 in 2003, 2004 and 2005. Within 30 days after receipt of the billing, MRPC members shall pay the amount billed to Des Moines at 21630 11th Avenue South, Des Moines WA 98198, Attn: Finance Director, or at such other address as may be directed by Des Moines.

6.3 Des Moines shall thereafter, on behalf of the MRPC, transmit the funds to AMG in accordance with the Pool Operation Agreement.

6.4 Any funds provided to the MRPC by other public agencies or by private or non-profit fundraising, in excess of budgeted funding required to operate and maintain the Pool throughout the term of this Agreement, shall be redistributed to the MRPC members to reduce member financial contributions proportionately.

6.5 On February 15 following each contract year, Des Moines will prepare an annual reconciliation of the MRPC Fund actual net operating costs. Upon termination of the Agreement, Des Moines will distribute to each MRPC member their proportional share of any funds remaining in the MRPC Fund.

VII. CREATION OF MOUNT RAINIER POOL OWNERS ("POOL OWNERS")

7.1 The coalition of **MOUNT RAINIER POOL OWNERS ("POOL OWNERS")**, consisting of the cities of Des Moines and Normandy Park, is hereby created and shall be considered owner of the Pool for the term of this Agreement.

7.2 It is intended that AMG, or a qualified successor approved by POOL OWNERS, will be the sole operator of the Pool for the term of the Agreement.

VIII. POOL OWNERS EXECUTIVE COMMITTEE

8.1 The Pool Owners shall be governed by the "Pool Owners Executive Committee", which is hereby established to assure the effective implementation and administration of this Agreement.

8.2 The Pool Owners Executive Committee shall be composed of the chief executive officer or designee of each of the member cities of the Pool Owners.

8.3 Each Pool Owners member city shall also designate an alternate voting member of the Pool Owners Executive Committee who shall serve in the absence of the voting member.

8.4 The Pool Owners Executive Committee shall, by majority vote, except as herein otherwise provided, develop and implement operating policy in order to carry out the goals set forth herein, adopt and administer a budget, receive funding from the Parties for such budget, and seek such outside professional assistance as is necessary to achieve the purposes set forth herein. The funds of the Pool Owners shall be subject to audit in the manner provided by the law for the auditing of public funds.

8.5 Regular meetings of the Pool Owners Executive Committee shall be held as determined by the Pool Owners Executive Committee. The Pool Owners Executive Committee shall elect, by majority vote, a "chair" to conduct its meetings. The chair shall not forfeit, by virtue of the position of chair, any power vested in him/her and in addition will schedule and preside over meetings. The chair shall continue to preside at the pleasure of a majority of the voting members of the Pool Owners Executive Committee, and may be replaced at any time.

8.6 A quorum for the conduct of business by the Pool Owners Executive Committee shall be a majority. Notice of any special meeting shall be circulated to all members of the Pool Owners Executive Committee by the chair, or upon the written notice of a voting majority of the Pool Owners Executive Committee, not less than twenty-four (24) hours before such meeting is scheduled. No action will be taken without a quorum and without an absolute majority of the eligible voting members of the Pool Owners Executive Committee voting in favor of the matter under consideration. The Pool Owners Executive Committee members may attend meetings and vote telephonically as may be necessary for the orderly and timely conduct of business.

8.7 On or before August 15, of each year the Pool Owners Executive Committee, in conjunction with the MRPC Executive Committee, shall:

- Analyze all significant and relevant information and resources relating to the expenditures and revenues associated with the operation and capital maintenance of the Pool;
- Report its findings to the legislative bodies of the Pool Owners members; and
- Recommend a course of action to the Pool Owners members for the continuing operation and maintenance of the Pool.

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IX. MISCELLANEOUS PROVISIONS

9.1 Effective Date. This Agreement shall be effective upon ratification by resolution or motion of the governing body and execution by the Chief Executive Officer of each of the Parties.

9.2 Amendment. This Agreement may be amended only upon consent of all Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.

9.3 Waiver. The waiver by any party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same term, covenant, or condition of this Agreement.

9.4 Grants, Gifts, Etc. All Parties to this Agreement shall cooperate and assist each other in procuring scholarships, grants or financial assistance from the United States, the State of Washington, and private benefactors for the reduction of MRPC subsidy payments made to AMG for its continued operation, management and maintenance of the Pool and programs.

9.5 Severability. If any provision of this Agreement shall be held invalid, the remainder shall not be affected thereby.

9.6 Entire Agreement. This Agreement and exhibits represent the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

9.7 Counterparts. This Agreement shall be effective whether signed by all Parties on the same document or whether signed in counterparts.

9.8 Notices. Except as otherwise provided herein, any notice required by this Agreement shall be delivered by certified mail, return receipt requested, or hy personal service.

EXECUTED and APPROVED by the Parties in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the dates set forth below.

APPROVED AS TO FORM this__________ day of ______________, 2003.

By______________________________
Richard S. Brown
Assistant City Attorney of Des Moines

DATED this _____________ day of ________________________, 2003.

CITY OF DES MOINES

By______________________________
Anthony Piasecki
Its City Manager
At the direction of the Des Moines City Council by motion regularly passed at an open public meeting on__________, 2003.

APPROVED AS TO FORM this__________ day of ______________, 2003.

By______________________________

Susan Sampson
City Attorney of Normandy Park

DATED this _____________ day of ________________________, 2003.

CITY OF NORMANDY PARK

By______________________________

Merlin MacReynold
Its City Manager
At the direction of the Normandy Park City Council by motion regularly passed at an open public meeting on __________, 2003.

APPROVED AS TO FORM this__________ day of______________, 2003.

By______________________________
Robert L. McAdams
City Attorney of SeaTac

DATED this _____________ day of ________________________, 2003.

CITY OF SEATAC

By______________________________
Bruce Rayburn
Its City Manager
At the direction of the SeaTac City Council by motion regularly passed at an open public meeting on _______________, 2003.

APPROVED AS TO FORM this__________ day of ____________, 2003.

By________________________________
William Green
Attorney for Highline School District

DATED this ____________ day of ____________________, 2003.

HIGHLINE SCHOOL DISTRICT No. 401

By________________________________
Dr. Joseph McGeehan
Its Superintendent
At the direction of the Highline School Board by resolution regularly passed at an open public meeting on __________, 2003.

EXHIBIT A

[Insert Lease Assignment Agreement]

EXHIBIT B

[Insert AMG Pool Operation Agreement]

First Draft – 9-30-03
Second Draft – 10-23-03
Third Draft – 10-28-03
Fourth Draft – 11-4-03
Fifth Draft – 11-6-03

Pool Transfer Agreement Between KING COUNTY and MOUNT RAINIER POOL OWNERS

1. PARTIES

This **Agreement** (hereinafter "Agreement") is made and entered into as of January 1, 2004 between **Mount Rainier Pool Owners**, a coalition of the cities of Des Moines, Normandy Park, and SeaTac, all Washington municipal corporations (hereinafter "**Pool Owners**"), and **King County**, a Washington municipal corporation, (hereinafter "**the County**").

2. PURPOSE AND RECITALS:

2.1 The County, under the authority of federal, state and county laws, has acquired and developed a park, recreation and open space system, including ownership of the Mt. Rainier Pool located on Highline School District property at Mt. Rainier High School, 22722 19th Avenue South in Des Moines, Washington;

2.2 The County does not have a sufficient, stable source of revenue to continue to manage and maintain its parks, open space, recreational facilities and programs at current levels and must therefore transfer facilities to other entities.

2.3 The County is legally restricted from converting many of these parks, open space, and recreational facilities from their current uses without expending funds to replace the converted facilities.

2.4 The Cities of Des Moines and Normandy Park, through an Interlocal Agreement, created a coalition of cities known as "Mount Rainier Pool Owners" ("Pool Owners") for the purposes of owning and operating the Mount Rainier Pool, and said cities have notified the County that it wishes the County to transfer the ownership of the Mt. Rainier Pool to the Pool Owners.

2.5 Given the legal restriction regarding conversion of the properties, the marketability of the properties is limited and, as a result, the cost of operating the Pool is approximately equal to the value of the property to the County.

2.6 The above cities have further stated their willingness, together with the Highline School District, the City of SeaTac, and other contributors, to provide ongoing funding to the Pool Owners to support the operation of the Mt. Rainier Pool as set forth in the "Interlocal Agreement for Mount Rainier Pool," attached hereto as "Exhibit A."

In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

3. CONVEYANCE OF TITLE

3.1 Upon execution of this Agreement and of the Assignment ("Assignment") to the Pool Owners by King County of the underlying lease with Highline School District Lease (the Assignment shall be substantially in the form attached hereto as "Exhibit C"), King County shall, by deed effective as of January 1, 2004, convey to the cities of Des Moines and Normandy Park, as tenants in common, all of its ownership interest in the improvements known as the Mt. Rainier Pool ("Pool or "Property"), which are located on the property. (The "Property Legal Description is attached hereto as "Exhibit D" and the King County/Highline School District Lease (the "Lease") is attached hereto as "Exhibit B")

3.2 The deed shall be a Statutory Warranty Deed and shall contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The parties agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

3.2.1 "Grantee covenants that it shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571 applicable to a transferee, including that Grantee covenants that the Property shall continue to be used for the purposes contemplated by Resolution 34571, that the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for the purposes contemplated by Resolution 34571, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County shall be provided."

3.2.2 "The Grantee, as required by RCW 36.89.050, covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefore."

3.2.3 "Grantee covenants that, except for reasonable periods of closure required for necessary maintenance, capital repair or to remedy threats to health or safety, the Property shall be open to the public for swimming during business hours comparable to those of other public pools in King County."

3.2.4 "Grantee covenants that it shall maintain the Property in good, clean, safe and sanitary condition and in compliance with all applicable laws, ordinances and regulations."

3.2.5 "Grantee covenants that it shall not use the Property in a manner that would cause the interest on County bonds related to the Property to no longer be exempt from federal income taxation."

3.2.6 "Grantee further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The Pool Owners covenant that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for parks and recreation purposes."

3.2.7 "The Grantee covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property; provided, however, that all such preceding covenants as to Mt. Rainier Pool shall terminate on March 6, 2009, the agreed upon expiration of the term under the Lease or upon the earlier conveyance of the Pool to the District.

4 LEASE ASSIGNMENT

The Assignment of the Lease is contingent on written approval of the Highline School District ("District"). If such written approval is not obtained within thirty (30) days from the execution of this Agreement, the conveyance and assignment shall not be required until thirty (30) days after such written approval is obtained.

5 EQUIPMENT AND SUPPLIES

5.1 The Property being conveyed includes certain equipment and supplies used to operate and maintain the Pools as verified by a physical inventory of the equipment and supplies to be conducted by the County and the Pool Owners. The County will leave such equipment and supplies on site, which equipment and supplies will include all furniture, lifeguard equipment, first aid supplies, specialty tools, operator manuals, as-built pool and remodel plans, phone system, lighting fixtures, miscellaneous pool equipment, building maintenance supplies, spare parts, and materials such as chlorine and filtration supplies for pool maintenance, as further described in "Exhibit E" hereto.

5.2 The Pool Owners take all equipment and supplies AS IS and WHERE IS and agree that the County holds no future responsibility with regard to the equipment and supplies or any occurrence related to or resulting from their use.

6 BEST EFFORTS AND CONTINGENCY AGREEMENT

6.1 The Pool Owners have agreed to accept transfer of the pool ownership and assignment of the lease on the following conditions:

6.1.1 The Pool Owners will use their best efforts, with the cooperation and assistance of the cities and communities that will be served by the pool, to operate and maintain the pool at its current level of service to the public;

6.1.2 The Pool Owners may, at any time, certify to the County in writing that: (1) they have used all reasonable and diligent efforts to continue to operate the Pool and to secure financial support therefor; (2) funds are not reasonably available to allow the continued operation of the Pool by the Pool Owners; and (3) The Pool Owners have been unable to assign their interests in the Pool to another operator or otherwise ensure the continued operation of the Pool as a public pool. Thereafter, 90 days after such written certification to the District and the County in accordance with the Pool Transfer and Assignment Agreements, the Pool Owners may mothball the Pool. "Mothball" means maintaining such Pool in a manner that protects it from damage associated with closure and that will allow it to be re-opened for public use at a later date at minimal cost. "Mothballing" includes, but is not limited to, keeping the Pool filled with water and with the filters, pumps, heaters and general pool equipment remaining on, and maintaining the security and usability of the Pool and building. After the Pool has been mothballed for a period of six months, during which time the Pool Owners shall have used reasonable and diligent efforts to identify means by which the Pool may be re-opened for public use, then as between the County and the Pool Owners, the County will deem a closure of the Pool to be in compliance with the Pool Owners' obligations to the County to continue operating the pool under this Agreement and the Pool Owners may then elect, consistent with applicable legal requirements and the Assignment, to have title to the Pool and the rights and obligations under the lease revert to King County.

7 NEW POOL CONTINGENCY

7.1 It is understood that one or more of the cities and/or school district that are providing operating funds to the Pool Owners for Pool operations, or another entity such as the YMCA, may construct a new pool in the future in the general vicinity of the Pool. If such new pool: a) operates as a replacement pool in the same manner as required for the Pool by this Agreement; b) is of comparable size and equivalent recreational value; and c) the cities and/or the district fund the new pool in lieu of providing continued funding levels to the Pool Owners, the new pool shall constitute an equivalent replacement facility for the Pool as contemplated by Resolution 34571. When the funding is withdrawn from the Pool Owners and the new pool is operational and open to the public, then as between the County and the Pool Owners, the County will deem a closure of the Pool to be in compliance with the Pool Owners' obligations to continue operating the pool under this Agreement. Upon such closure, ownership of the Pool shall revert to the District in accordance with the Assignment.

7.2 The Pool Owners agree to continue to maintain and operate the Pool in accordance with this Agreement until the MRPC discontinues funding levels to the Pool Owners and the new replacement pool is operational and open to the public.

8 EXISTING RESTRICTIONS, AGREEMENTS, CONTRACTS OR PERMITS

8.1 The Pool Owners shall abide by and enforce all terms, conditions, reservations, encumbrances, restrictions and covenants of title existing at the time of conveyance and/or in the deed of conveyance.

8.2 In addition to any other remedies available for breach of a real property covenant and regardless of the enforceability of the covenants in the deed, all such covenants shall also be considered contractual obligations with which the Pool Owners must comply.

8.3 Breach of any such covenant or contractual obligation or breach of any provision of this Agreement shall entitle the County to seek any remedy in law or equity, including without limitation, damages and/or specific performance.

9 FINANCIAL ARRANGEMENT

9.1 As part of the consideration for the Pool Owners' agreement to assume title to and to continue to operate and maintain the Pool at its expense, the County agrees to:

9.1.1 Transfer $50,000.00 to the Pool Owners for the purpose of making capital improvements to the Mt. Rainier Pool. Such funds for capital improvements will be distributed to the Pool Owners by March 31, 2004. Funds provided pursuant to this financial arrangement may be used only for the planning, construction, reconstruction, repair, rehabilitation or improvement of the Mt. Rainier Pool. Any such funds not so used shall be returned to the County, or transferred subject to the requirement that the transferee use the funds only for the specified purposes; and

9.1.2 Transfer additional capital funds to the Pool Owners for the purposes of making capital improvements to the Pool. The amount of such additional capital funds will be determined by the County and will depend on the number of agreements to transfer pools that are executed in 2002-2003. Any additional capital dollars will be distributed to the Pool Owners by March 31, 2004. Under no circumstance will the amount of additional capital funds to be transferred to the Pool Owners exceed One Hundred Thousand ($100,000.00) Dollars.

9.2 Other than the funds provided pursuant to 9.1.1 and 9.1.2, the County shall have no obligation whatsoever to provide additional funds to the Pool Owners relating to the Pool Property.

10 CONDITION OF PREMISES, OPERATIONS, MAINTENANCE, ETC.

10.1 The Pool Owners have inspected and know the condition of the Pool and agree to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Pool.

10.2 The County does not make and specifically disclaims any and all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property or its condition, and no official, employee, representative or agent of King County is authorized otherwise.

10.3 The Pool Owners acknowledge and agree that, except as set forth in this Agreement, the County shall have no liability for, and that the Pool Owners shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the Pool Owners or the County.

10.4 The County shall make available, prior to December 18, 2003, to the Pool Owners' representatives for interviews, the Pool Operators of the Pool and the employees of the County who manage and supervise those Pool Operators. The County shall instruct all such employees to fully cooperate with the Pool Owners' representatives and to truthfully and completely answer all questions presented as they relate to the operations of the Pool and the condition of the Pool equipment, property, furnishings, fixtures and assets. The County shall make the Pool available for inspection by independent experts engaged at the Pool Owners' expense to inspect the Pool.

11 ENVIRONMENTAL LIABILITY

11.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

11.2 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the Pool Owners might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County prior to transfer of the Pool to the Pool Owners. In making such claim, however, the Pool Owners are barred from seeking recovery for costs that arise from the Pool Owners having exacerbated the costs of remediation upon which a statutory claim for contribution is based as a result of the Pool Owners performing construction activities on the Property or changing the use of the Property. Exacerbation shall not be deemed to include the mere discovery of contamination.

11.3 If the Pool Owners discover the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately

notify the County in writing. Prior to undertaking any remediation, the parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement.

11.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

12 INDEMNIFICATION AND HOLD HARMLESS

12.1 King County shall indemnify and hold the Pool Owners harmless from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever arising from those occurrences related to the Property that occurred prior to the effective date of conveyance of the Property to the Pool Owners, except to the extent that indemnifying or holding the Pool Owners harmless would be limited by Section 10 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the Pool Owners or the Pool Owners and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the Pool Owners and their officials, officers, agents and employees or jointly against the Pool Owners and King County and their respective officials, officers, agents and employees, King County shall satisfy the same.

12.2 The Pool Owners shall indemnify and hold King County and its elected officials, officers, agents and employees, or any of them, harmless from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, including attorneys' fees and costs, (i) arising from the Pool Owners' failure to comply with any provision of this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred on or after the effective date of conveyance of the Property to the Pool Owners, except to the extent that indemnifying or holding the County harmless would be limited by Section 11 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the Pool Owners, the Pool Owners shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the Pool Owners and their respective officers, agents and employees, the Pool Owners shall satisfy the same.

12.3 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Property.

12.4 Each party agrees that its obligations under this paragraph extend to any claim brought by or on behalf of any employees, or agents. For this purpose, each party hereby waives, with respect to the other party only, any immunity that would

otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

12.5 The County shall defend any claim against the Pool Owners or the County that it was unlawful for the County to transfer the Pool to the Pool Owners pursuant to this Agreement. This defense obligation shall not be construed as a promise to indemnify the Pool Owners from and against any damages or costs, nor as an obligation to defend any other claims including, but not limited to, those alleging that the Pool Owners unlawfully discontinued operations, closed or mothballed the Pool.

13 AUDITS AND INSPECTIONS

13.1 The County shall have full access to and the right to examine and copy, at its expense, during normal business hours and as often as they deem necessary, all of the Pool Owners' records with respect to all matters covered by this Agreement.

13.2 The Pool Owners shall have access to and the right to examine and copy, at its expense, during normal business hours, any disclosable and non-privileged records retained by the County with respect to the construction, maintenance, use, repair, and/or operation of the Pool.

14 COMPLIANCE WITH LAWS

The Pool Owners shall comply, and shall ensure that its contractors comply, with all federal, state and local laws, regulations, and ordinances applicable to the Property.

15. LEGAL RELATIONS

15.1 This Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture, agent-principal relationship, or partnership is formed as a result of this Agreement.

15.2 This Agreement shall be interpreted in accordance with the laws of the State of Washington. The Superior Court of King County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

16 WAIVER

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition shall be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

17. ENTIRE AGREEMENT AND MODIFICATIONS

This Agreement and its Exhibits set forth the entire agreement between the parties with respect to the subject matter hereof. It may only be supplemented by addenda or amendments, which have been agreed upon by both parties in writing. Copies of such addenda and amendments shall be attached hereto and by this reference made part of this contract as though fully set forth herein.

18. MISCELLANEOUS

18.1 The Pool Owners represent and warrant that the execution of this Agreement has been duly authorized and that to the best of the Pool Owners' knowledge there is no pending, lawsuit or material claim against or related to the Pool Owners that will impede or materially affect the Pool Owners' ability to perform the terms of this Agreement, this Agreement does not conflict with the terms of any other agreement to which the Pool Owners are a party, and there is no pending investigation of the Pool Owners by any governmental agency.

18.2 The County represents and warrants that the execution of this Agreement has been duly authorized and that to the best of the County's knowledge there is no pending, lawsuit or material claim against or related to the County that will impede or materially affect the County's ability to perform the terms of this Agreement, this Agreement does not conflict with the terms of any other agreement to which the County is a party.

18.3 This Agreement shall be effective upon its execution by both parties. The terms, covenants, representations and warranties contained herein shall not merge in the deed of conveyance, but shall survive the conveyance and shall continue in force unless both parties mutually consent in writing to termination.

19. NOTICES

19.1 Any notice provided for herein shall be sent to the respective parties at:

KING COUNTY:

______, Acting Manager
King County Parks and Recreation Division
Dept. of Natural Resources & Parks
King Street Center, 7th Floor
201 S. Jackson St.
Seattle, WA 98104
(Telephone)

POOL OWNERS:

Patrice Thorell
Parks & Recreation Director
Parks & Recreation Director
City of Des Moines
21630 11th Ave. S.
Des Moines WA 98198
(206) 870-6529

/////
/////
/////

IN WITNESS WHEREOF, the parties have executed this Agreement.

KING COUNTY

____
King County Executive
Manager________________________
Date

APPROVED AS TO FORM this__________
day of ______________, 2003.

By______________________________
Richard S. Brown
Assistant City Attorney of Des Moines

APPROVED AS TO FORM this__________
day of ______________, 2003.

By______________________________
Susan Sampson
City Attorney of Normandy Park

MOUNT RAINER POOL OWNERS
("POOL OWNERS")

____
CEO

____
Date

DATED this _______ day of
_________________, 2003.

CITY OF DES MOINES
By____________________
Anthony Piasecki
Its City Manager
At the direction of the Des Moines City
Council by motion regularly passed at an
open public meeting on__________, 2003.

DATED this _______ day of
_________________, 2003.

CITY OF NORMANDY PARK
By______________________________
Merlin MacReynold
Its City Manager
At the direction of the Normandy Park City
Council by motion regularly passed at an
open public meeting on __________, 2003.

EXHIBIT A
Interlocal Agreement for Mount Rainier Pool

EXHIBIT B
Real Property Lease to be assigned to the Pool Owners

EXHIBIT C
Lease Assignment Agreement

EXHIBIT D
Legal Description of Mt. Rainier Pool Property

EXHIBIT E
Inventory of Equipment and Supplies

Mount Rainier Pool

A Three Year Plan
2004 - 2006

Objectives

- Funding
- Ownership
- Operation & Maintenance

Past & Current Status

- 1974 – 2002
  - Pool owned, operated & funded by King County
  - Pool Property leased from Highline School District
- 2003
  - Pool owned & operated by King County
  - Pool Property leased from Highline School District
  - Subsidy funding of $217,620 provided by Mount Rainier Pool Contributors (MRPC)

Ownership & Operation for 2004 & Beyond

- King County no longer willing to own or operate the pool
  - Will close the pool on 12/31/03 if no owner/operator found
  - Will transfer ownership and real property lease assignment to another owner for continued operation
  - Will take the pool back & close it if new owner/operator is unable to fund and operate it – after diligent effort

Four New Agreements

1. Pool Funding & Ownership Agreement
2. Pool Transfer Agreement
3. Lease Assignment Agreement
4. Pool Operation Agreement

1. Funding & Ownership Agreement

- Continues Coalition of Mount Rainier Pool Contributors ("MRPC") for Funding of Pool
  - Highline School District
  - City of Des Moines
  - City of Normandy Park
  - City of SeaTac
- Creates Coalition of Mount Rainier Pool Owners ("Pool Owners")
  - City of Des Moines
  - City of Normandy Park

Funding & Contributions 2004*

• Des Moines	$ 75,000
• Highline School District	$ 20,000
• Normandy Park	$ 15,000
• SeaTac	$ 25,000
• Total 2004 Contribution	$ 135,000

*Based on estimated first year subsidy of $85,000 and a start up contribution of $50,000

Funding & Contributions 2005*

• Des Moines	$ 75,000
• Highline School District	$ 20,000
• Normandy Park	$ 15,000
• SeaTac	$ 25,000
• Total 2005 Contribution	$ 135,000
• Projected Transfer to Capital Acct	$ 38,000

*Based on estimated second year subsidy of $97,000 and fund transfer of $38,000 to a pool capital maintenance account

Funding & Contributions 2006*

• Des Moines	$ 75,000
• Highline School District	$ 20,000
• Normandy Park	$ 15,000
• SeaTac	$ 25,000
• Total 2006 Contribution	$ 135,000
• Projected Transfer to Capital Acct.	$ 38,000

*Based on estimated third year subsidy of $97,000 and fund transfer of $38,000 to a pool capital maintenance account

2. Pool Transfer Agreement

Pool ownership will be transferred from King County to the coalition of Mt. Rainier Pool Owners ("Pool Owners"):

- Des Moines
- Normandy Park

3. Lease Assignment Agreement

King County lease with Highline School District will be assigned to the Pool Owners

Best Efforts Contingency

- Pool Owners will use their best efforts to operate and maintain pool at its current level of service to the public.
- If "best efforts" fail, ownership of the pool and leasehold rights and obligations can revert to King County.
  - Requires:
    - Certification & 90 days notice
    - 6 Months mothballing thereafter

New Pool Contingency

- If a new pool is constructed and:
  - Operates as a replacement pool;
  - Is of comparable size and equivalent recreational value; and
  - Funding for Mt. Rainier Pool is withdrawn;

Agreement can be terminated and ownership of pool returned to King County

Future YMCA Pool

- City of SeaTac approved 50 year land lease with YMCA for facility construction (includes pool)
- Projected completion date March 2009

Financial Arrangement with King County

- As part of the consideration for transfer of ownership, King County will:
  - Transfer $50,000 to the Pool Owners for capital improvements to the pool;
  - Transfer additional capital funds (Exact amount will depend on number of pool transfer agreements in 2002-2003)

4. Pool Operation Agreement

- Parties:
  - Mount Rainier Pool Owners:
    - Des Moines
    - Normandy Park
  - Aquatics Management Group ("AMG")
- Term:
  - 1/1/2004 – 12/31/2006
  - Meet on or before 9/1/06 to consider extension
  - Subject to "Lack of Funding Contingency"

Pool Operation Agreement, cont.

- Pool Usage
  - Programs, hours of operation, etc. to be reasonably similar to that of current operations;
  - AMG responsible for routine maintenance and repairs up to $2,000 with a $15,000 annual cap;
  - AMG to provide independent, monthly accounting;
  - Capital Expenditure Account for items over $2,000 - to be approved by Pool Owners

Potential Liability

- Breach of Contract
  - Hopefully negated by funding contingency
- Tort Liability
- § 10 of Pool Transfer Agreement states:
  - Pool Property accepted "AS IS"
  - County specifically disclaims any warranties;
  - Pool Owners have inspected and know condition of pool;
  - Pool Owners release and have no recourse against County.
- § 11 of Pool Transfer Agreement provides:
  - County still has environmental liability for hazardous materials deposited or released up to date of transfer
  - Pool Owners must provide notice to County and must not exacerbate the hazard.

Indemnification & Insurance

- King County
  - County indemnifies Pool Owners for incidents occurring prior to date of conveyance;
  - Pool Owners indemnify County for incidents occurring after date of conveyance
- AMG
  - Indemnifies the City against their negligence & willful misconduct regarding the operation agreement
  - AMG must provide Insurance $1 million per occurrence & $5 million in the aggregate (May require adjustment)
- WCIA
  - WCIA insures Cities of Des Moines and Normandy Park
  - Cost to City based on loss record and number of worker hours
  - Coverage up to $14 million per WCIA covered city

2003 Pool Operation Agreement with King County

- MRPC (Des Moines, SeaTac, Normandy Park and Highline School District) agreed to pay County $217,620 based on projected pool operation and overhead costs less projected revenue and Mothball contribution "Estimated Annual Payment"
- MRPC has paid $175,215 (3 quarters payments). MRPC owes $42,405 for 4th quarter payment (Des Moines portion $17,058)
- Year-end payment to be adjusted based on "Actual Net Operating Cost."
- County anticipates Actual Net Operating Cost of $191, 226 resulting in balance owed of $16,011 (Des Moines contribution is $4,000).

City of Des Moines

Pavement Management Program

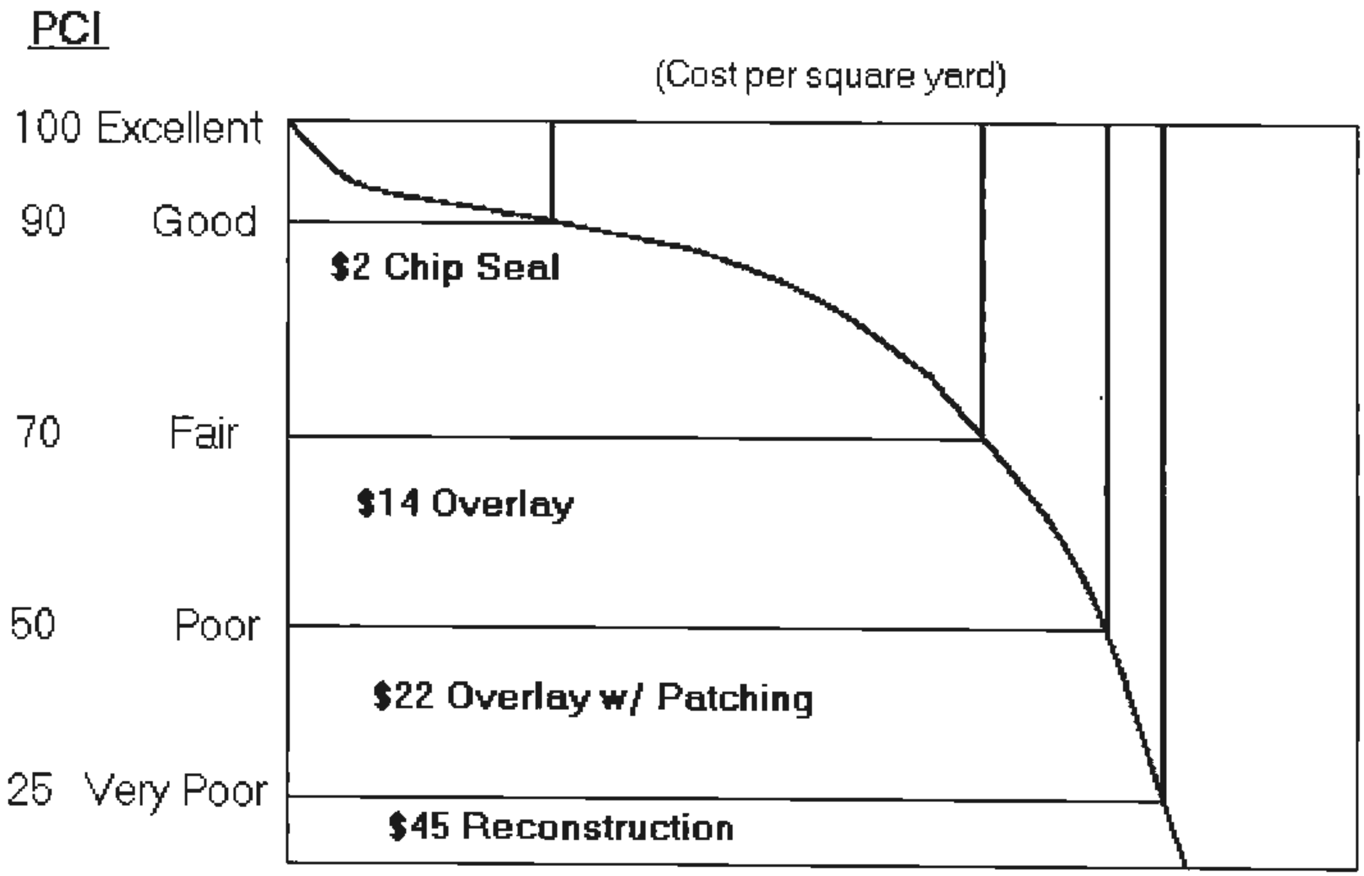
State of the Streets Report Update

Presentation to Des Moines City Council

November 6, 2003

City of Des Moines
Washington
The "Waterland" City

Costs To Maintain Pavements Over Time



City of Des Moines
Current Pavement Mileage

The City of Des Moines is responsible for the repair and maintenance of 93 paved centerline miles of asphalt pavements.

Arterial	Collector	Local
9.1 Miles	5.1 Miles	79 Miles

To replace all 93 centerline miles of streets in Des Moines would cost an estimated $90,225,000.

City of Des Moines Pavement Condition Summary (2001)

Condition Category	PCI Range	Percent of Network
Good	70 > PCI <= 100	68.2%
Fair	50 > PCI <= 70	20.5%
Poor	25 > PCI <= 50	9.3%
Very Poor	00 > PCI <= 25	2.0%

Des Moines' 2001 average Pavement Condition Index is 75

City of Des Moines
Washington
The "Waterland" City

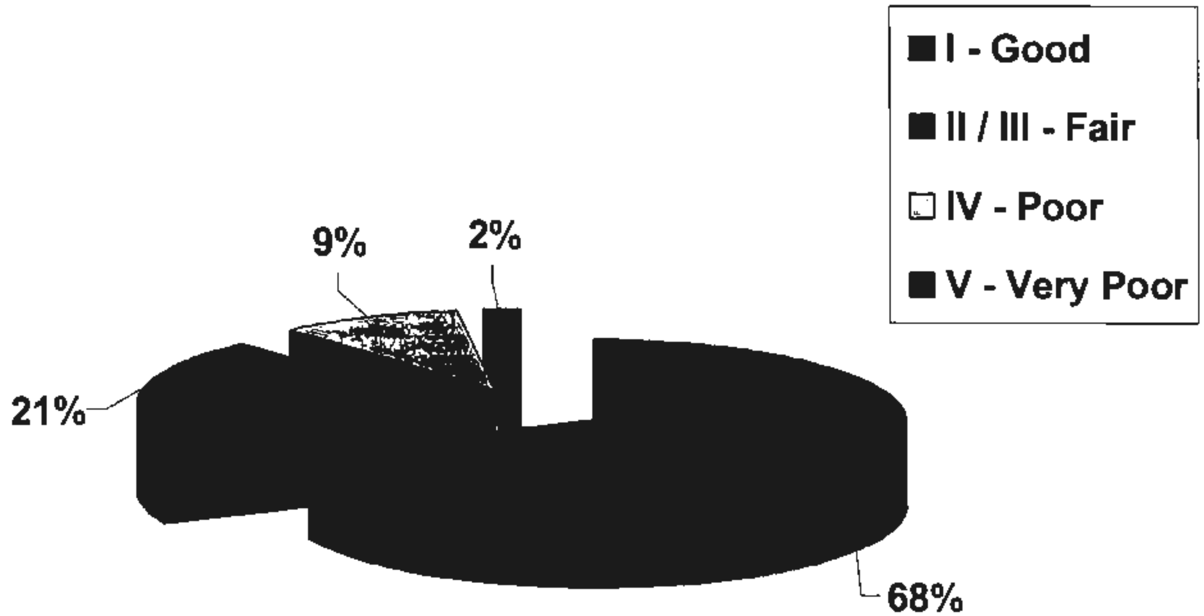
City of Des Moines Pavement Condition Summary (2003)

Condition Category	PCI Range	Percent of Network
Good	70 > PCI <= 100	64.7%
Fair	50 > PCI <= 70	20.4%
Poor	25 > PCI <= 50	11.0%
Very Poor	00 > PCI <= 25	3.9%

Des Moines' 2003 average Pavement Condition Index is 74

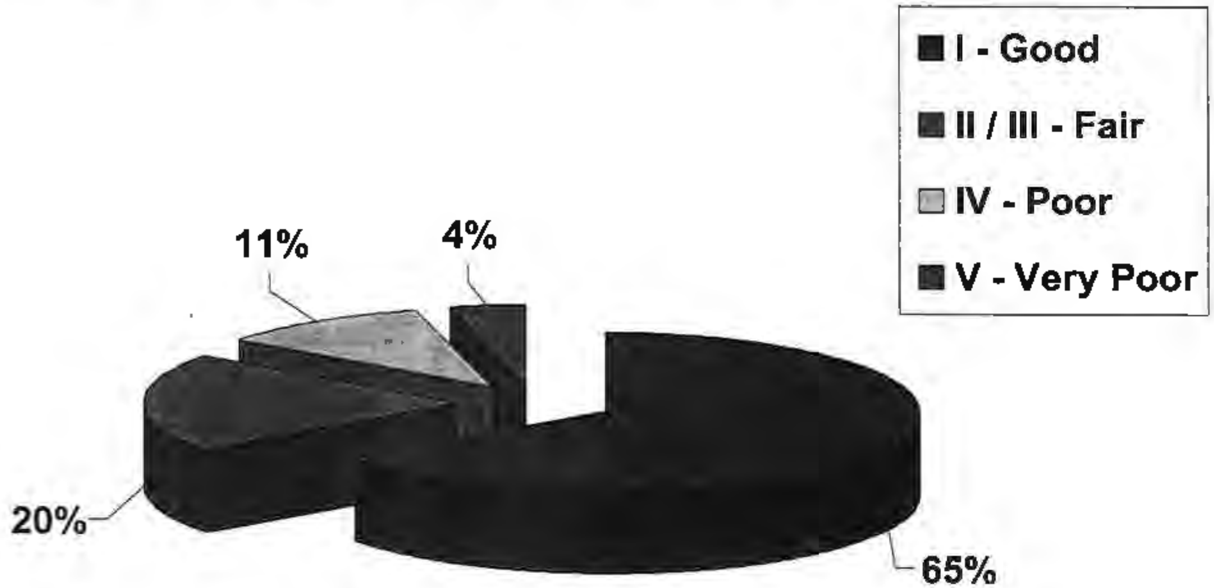
City of Des Moines
Washington
The "Waterland" City

Des Moines Street Network Area by Condition 2001



City of Des Moines
Washington
The "Waterland" City

Des Moines Street Network Area by Condition 2003



City of Des Moines
Washington
The "Waterland" City

Present Cost to Repair the Road Network 2003

Using the PMP analysis module with chip seals, overlays, and reconstruction, the budget need over the next 20 years is estimated at $21 million with a resultant PCI of 82

Using the PMP analysis module with overlays, reconstruction, but NO chip seals, the budget need over the next 20 years is estimated at over $33 million with a resultant PCI of 77

Linda
DISCUSSION ITEM
#3

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Years 2004 – 2009 Capital Improvement Plan

ATTACHMENTS:
Attachments 1-15 Years 2004 – 2009 Capital Improvement Plan
Attachments MCI1-MCI23 Municipal Capital Improvements Fund Detail Option 1
Attachments MCI1-MCI29 Municipal Capital Improvements Fund Detail Option 2
Attachments A1-A19 – Arterial Street Fund Detail
Attachments S1-S19 – Surface Water Management Capital Improvement Fund Detail
Attachments M1-M29 Marina Capital Fund Detail

FOR AGENDA OF: November 6, 2003

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 4, 2003

CLEARANCES:
[ ] pl

APPROVED BY CITY MANAGER
FOR SUBMITTAL: AP

Purpose and Recommendation

The purpose of this report is to present to the City Council the 2004 – 2009 Capital Improvement Plans for Municipal Capital Improvements, Arterial Street, Marina, and Surface Water Management.

Background

Staff has updated the revenues and expenditures required to fund continuing capital projects and have identified funding sources necessary to fund proposed new capital projects. Two options are presented for the Municipal Capital Improvements Fund. Option 1 proposes funding capital expenditures with existing revenue sources. Option 2 proposes funding capital expenditures with a levy lid lift and reprogramming revenues from the Arterial Street Fund that were transferred with adoption of the 2003 – 2008 Capital Improvement Plan. For the year 2004, the following budgeted capital and related debt service expenditures are proposed.

Item	2004
Municipal Capital Improvements- Option 1	$1,769,258
Arterial Street	15,027,341
Marina	2,542,742
Surface Water Management	6,549,567

Recommendation

No action is required. This report is intended to communicate the Years 2004 – 2009 Capital Improvement Plan.

CITY OF DES MOINES

Sails With Pride

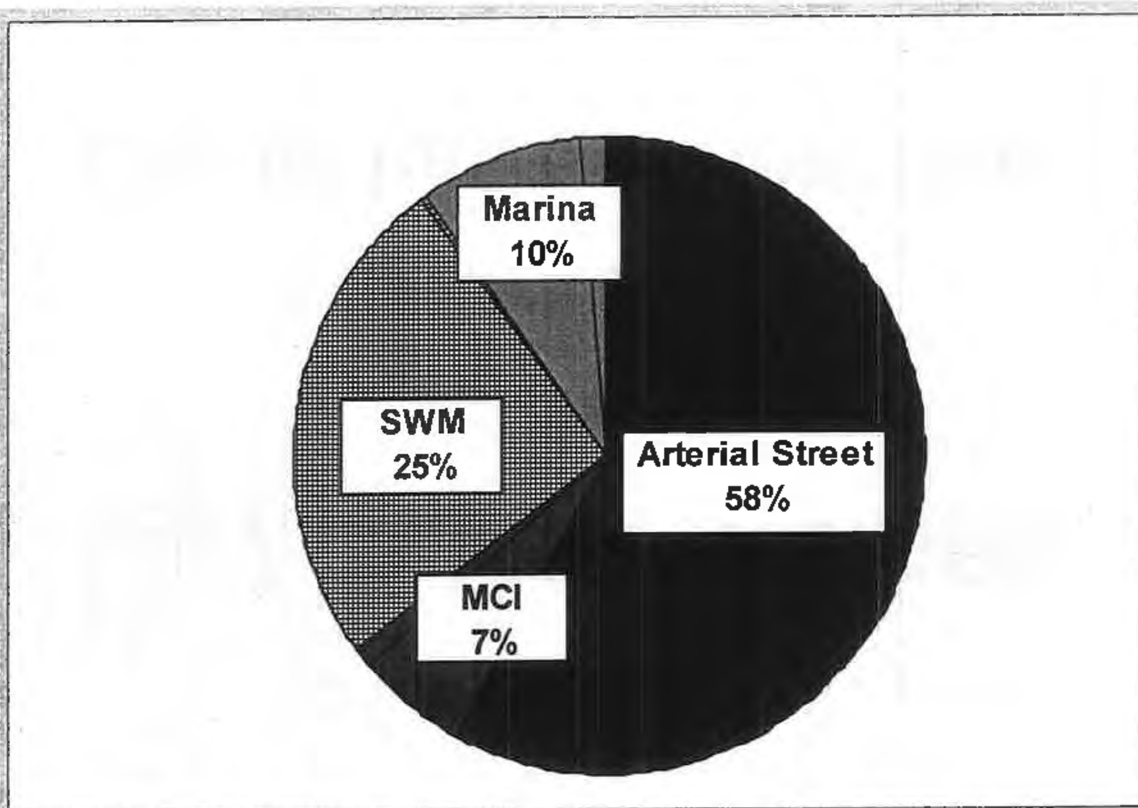
City of Des Moines

2004 - 2009

Capital Improvement Plan

Attachment

2004 Capital Improvement Plan



	Arterial St	MCI	SWM	Marina
Capital	$13,139,761	$1,020,488	$6,533,900	$2,210,114
Transfer-Out	$0	$450,000	$0	$0
Debt	$1,887,580	$298,770	$15,667	$332,628

Municipal Capital Improvements Fund

- <u>Option 1</u> Existing Funding Sources

- <u>Option 2</u> Includes Additional Funding from proposed Levy Lid Lift & Reprogrammed Revenues Previously Transferred to Arterial Street Fund

Municipal Capital Improvements Fund
Option 1

	2004	2005	2006	2007	2008	2009
PROJECT FUNDING REQUESTS:						
Parks & Recreation	$572,602	$131,668	$260,100	$980,302	$0	$6,968,000
General Governmental	447,886	76,950	0	0	0	0
Debt Service	298,770	231,108	229,158	227,058	229,563	231,513
Transfer to Arterial Street	450,000	550,000	381,250	350,000	753,967	740,000
Total Expenditures	**$1,769,258**	**$989,726**	**$870,508**	**$1,557,360**	**$983,530**	**$7,939,513**

Municipal Capital Improvements Fund
Option 1

	2004	2005	2006	2007	2008	2009
PARKS AND RECREATION PROJECTS:						
Des Moines Beach Park Repairs		$75,000				
Field House Renovation	$20,000		$260,100			
Activity Center	$53,910	$56,668				
SJU Memorial Park PH II	$362,320			$980,302		
Midway Park	$136,372					
Community Center						$6,968,000
Total	**$572,602**	**$131,668**	**$260,100**	**$980,302**	**$0**	**$6,968,000**

Municipal Capital Improvements Fund
Option 1

	2004	2005	2006	2007	2008	2009
GENERAL GOVERNMENTAL PROJECTS:						
Accounting Software Upgrade	$51,475					
City Hall North Wing Remodel	$293,056					
City Hall Parking Lot	$11,000	$46,500				
Rewrite Shoreline Master Plan	$47,825	$30,450				
On-Site Records Storage	$44,530					
Total	**$447,886**	**$76,950**	**$0**	**$0**	**$0**	**$0**

Municipal Capital Improvements Fund
Option 2

	2004	2005	2006	2007	2008	2009
PROJECT FUNDING REQUESTS:						
Parks & Recreation	$572,602	$491,768	$144,668	$1,173,112	$544,168	$8,458,890
General Governmental	447,886	76,950	379,000	0	0	0
Debt Service	298,770	231,108	229,158	227,058	229,563	231,513
Transfer to Arterial Street	450,000	500,000	181,250	318,750	350,002	800,000
Total Expenditures	**$1,769,258**	**$1,299,826**	**$934,076**	**$1,718,920**	**$1,123,733**	**$9,490,403**

Municipal Capital Improvements Fund Option 2

	2004	2005	2006	2007	2008	2009
PARKS AND RECREATION PROJECTS:						
Des Moines Beach Park Repairs		$75,000		$68,202	$400,000	$600,000
Field House Renovation	$20,000	$260,100				
Activity Center	$53,910	$56,668				
SJU Memorial Park PH II	$362,320			$980,302		$595,100
Midway Park	$136,372					
Bldg Life-Cycle Study		$100,000				
Park Playgrd Repair			$144,668	$124,608	$144,168	$68,710
DM Creek Trail						$227,080
Community Center						$6,968,000
Total	**$572,602**	**$491,768**	**$144,668**	**$1,173,112**	**$544,168**	**$8,458,890**

Municipal Capital Improvements Fund
Option 2

	2004	2005	2006	2007	2008	2009
GENERAL GOVERNMENTAL PROJECTS:						
Accounting Software Upgrade	$51,475					
City Hall North Wing Remodel	$293,056		$379,000			
City Hall Parking Lot	$11,000	$46,500				
Rewrite Shoreline Master Plan	$47,825	$30,450				
On-Site Records Storage	$44,530					
Total	**$447,886**	**$76,950**	**$379,000**	**$0**	**$0**	**$0**

Arterial Street Fund

	2004	2005	2006	2007	2008	2009
PROJECT FUNDING REQUESTS:						
Improvements	$13,139,761	$6,370,164	$983,302	$5,810,518	$2,209,985	$1,225,000
Debt Service	1,887,580	55,962	77,775	175,612	172,964	167,815
Total Expenditures	**$15,027,341**	**$6,426,126**	**$1,061,077**	**$5,986,130**	**$2,382,949**	**$1,392,815**

Arterial Street Fund

	2004	2005	2006	2007	2008	2009
Street Improvements:						
Arterial Mtc Prog	$400,000	$550,000	$381,250	$350,000	$1,018,967	$1,200,000
Neighborhood Traffic Program	$25,000	$25,000	$25,000	$25,000	$25,000	$25,000
Pacific Highway	$11,407,249					
16th Ave S Improvement PHI	$516,224	$5,662,010				
KDM Rd 16th to 24th	$209,408		$577,052	$5,302,587		
Pacific Ridge Sidewalks		$133,154				
Wesley Home Pedestrian Signal	$83,000					
S 216th-24thSignal	$498,880					
North Twin Bridge				$122,931	$1,085,376	
Total Expenditures	**$13,139,761**	**$6,370,164**	**$983,302**	**$5,810,518**	**$2,209,985**	**$1,225,000**

Surface Water Capital Fund

	2004	2005	2006	2007	2008	2009
PROJECT FUNDING REQUESTS:						
Improvements	$6,533,900	$2,268,150	$1,168,425	$380,170	$603,100	$387,800
Debt Service	15,667	56,459	74,174	73,103	72,032	70,960
Total Expenditures	**$6,549,567**	**$2,324,609**	**$1,242,599**	**$453,273**	**$675,132**	**$458,760**

Surface Water Capital Fund

	2004	2005	2006	2007	2008	2009
PROJECT FUNDING REQUESTS:						
MVD Bridge	$5,882,600					
DM Creek Basin	$507,700	$1,081,500	$242,100			
MVD-Woodmont Dr Culvert	$143,600					
Barnes Creek Detention Facility		$1,008,150	$330,795			
Barnes Creek Culvert Replacemt		$78,500	$595,530			
McSorley Creek		$100,000				
Lower Massey Creek				$100,000	$603,100	
199th North Hill Trunk Line				$280,170		
North Hill NE Trunk Line						$387,800
Total Expenditures	**$6,533,900**	**$2,268,150**	**$1,168,425**	**$380,170**	**$603,100**	**$387,800**

Marina Depreciation & Improvement Fund

	2004	2005	2006	2007	2008	2009
PROJECT FUNDING REQUESTS:						
Improvements	$2,210,114	$1,375,000	$2,630,300	$4,510,000	$893,340	$506,660
Debt Service	332,628	328,628	1,112,719	887,056	889,001	1,639,920
Total Expenditures	**$2,542,742**	**$1,703,628**	**$3,743,019**	**$5,397,056**	**$1,782,341**	**$2,146,580**

Marina Depreciation & Improvement Fund

	2004	2005	2006	2007	2008	2009
PROJECT FUNDING REQUESTS:						
Dry Stack Storage	$1,060,106		$130,300			
Guest Moorage PH I	$245,000	$340,000				
New Decking H to N	$98,458	$50,000	$50,000			
Power Distribution Sy	$681,550					
S Restroom Upgrade	$25,000					
N Dock Elect Wiring	$50,000					
Restaurant/Boat Yd Bldg Repairs	$50,000					
N Seawall/Sidewalk		$985,000				
Guest Moorage PH II			$2,200,000	$2,200,000		
Commercial Bldg			$250,000			
Seawall Repl N to I				$1,610,000		
S Restroom Repl				$250,000		
Floating Dock Repl				$450,000		
Seawall Repl H to A					$893,340	$506,660
Total Expenditures	**$2,210,114**	**$1,375,000**	**$2,630,300**	**$4,510,000**	**$893,340**	**$506,660**

CIP PROJECTS
MUNICIPAL CAPITAL IMPROVEMENT FUND - OPTION 1

		2004	2005	2006	2007	2008	2009
BEGINNING FUND BALANCE		**$ 453,362**	**$ 67,765**	**$ 107,377**	**$ 367,347**	**$ 113,056**	**$ 130,193**
LOCAL REVENUES							
Transfer from General Fund		$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000
Transfer from General Fund	Debt Service	130,848	132,988	129,628	131,268	132,668	133,628
Interest Earnings		3,900	1,900	6,800	7,800	4,000	5,400
Real Estate Excise Tax		650,000	650,000	650,000	650,000	650,000	650,000
Haunted House proceeds (CODM portion)		14,000	14,000	14,000	14,000	14,000	14,000
Park In Lieu Fees		50,000	50,000	50,000	50,000	50,000	50,000
	TOTAL LOCAL REVENUES	$ 998,748	$ 998,888	$ 1,000,428	$ 1,003,068	$ 1,000,668	$ 1,003,228
PROJECT REVENUES							
CDBG - Sr Land Acquisition	Debt Service	$ 72,088	$ -	$ -	$ -	$ -	$ -
CDBG	Midway Park	65,000					
Donations	Activity Center	15,000					
Donations	SJU Park PH II	10,000					
King County	Midway Park	50,000					
IAC	SJUM Park II	75,000			300,000		
King County	SJUM Park II	50,000					
Bond Proceeds	Community Center						6,968,000
Grant	Field House			130,050			
DOE Grant	Re-write of Shoreline MP	47,825	30,450				
	TOTAL PROJECT REVENUES	$ 384,913	$ 30,450	$ 130,050	$ 300,000	$ -	$ 6,968,000
	TOTAL REVENUES & FUND BALANCE	$ 1,837,023	$ 1,097,103	$ 1,237,855	$ 1,670,415	$ 1,113,723	$ 8,101,421
PROJECT EXPENSES							
Des Moines Beach Park Repairs		$ -	$ 75,000	$ -	$ -	$ -	$ -
Field House Renovation CDBG & WA Heritage		20,000		260,100			
Activity Center Remodel		53,910	58,888				
Steven J Underwood Memorial Park Phase II		362,320			980,302		
Midway Park Improvements		136,372					
Community Center							6,968,000
Accounting Software Upgrade		51,475					
City Hall North Wing Remodel		293,056					
Re-write of Shoreline Master Plan		47,825	30,450				
Onsite Records Storage		44,530					
City Hall Parking Lot		11,000	46,500				
	TOTAL PROJECT EXPENDITURES	$ 1,020,488	$ 208,618	$ 260,100	$ 980,302	$ -	$ 6,968,000
DEBT/OPERATING TRANSFERS							
Debt-1998 GO Bond-Myers land (Less portion for 4.14 acres)		$ 95,934	$ 98,120	$ 99,530	$ 95,790	$ 96,895	$ 97,685
Debt-1998 GO Bond-Soundview Bap land (4.14ac elig/CDBG)		71,988					
Debt-1997 GO Bond-City Hall Expansion		130,848	132,988	129,628	131,268	132,668	133,628
Transfer to Arterial Street Fund		450,000	550,000	381,250	350,000	753,967	740,000
	TOTAL DEBT/OPERATING TRANSFERS	$ 748,770	$ 781,108	$ 610,408	$ 577,058	$ 983,530	$ 971,513
	TOTAL EXPENDITURES	$ 1,769,258	$ 989,726	$ 870,508	$ 1,557,360	$ 983,530	$ 7,939,513
	ENDING FUND BALANCE	$ 67,765	$ 107,377	$ 367,347	$ 113,056	$ 130,193	$ 161,908
RESERVED FUND BALANCE							
Park In Lieu Fees		$ -	$ -	$ 50,000		$ 50,000	$ 100,000
CDBG		2,698	2,798	2,798	2,798	2,798	2,798
King County Open Space		32,469	32,469	32,469	32,469	32,469	32,469
	TOTAL RESERVED FUND BALANCE	**$ 35,167**	**$ 35,267**	**$ 85,267**	**$ 35,267**	**$ 85,267**	**$ 135,267**
	UNRESERVED FUND BALANCE	**$ 32,598**	**$ 72,110**	**$ 282,080**	**$ 77,788**	**$ 44,926**	**$ 26,641**

CIP PROJECTS
MUNICIPAL CAPITAL IMPROVEMENT FUND - OPTION 1

	2004	2005	2006	2007	2008	2009
PORTION OF PROJECTS FUNDED BY PARK IN LIEU						
Steven J Underwood Memorial Park Phase II	$ 50,000	$ -	$ -	$ 150,000	$ -	$ -
TOTAL FUNDED BY PARK IN LIEU	**$ 50,000**	**$ -**	**$ -**	**$ 150,000**	**$ -**	**$ -**
PORTION OF PROJECTS FUNDED BY REET						
Des Moines Beach Park		$ 75,000	$ -	$ -	$ -	$ -
Field House Renovation	$ 20,000		$ 130,080			
Activity Center	38,910	56,668				
Midway Park	71,372					
Steven J Underwood Memorial Park Phase II	177,320			530,302		
City Hall Parking Lot	11,000	46,500				
City Hall North Wing Remodel	293,056					
Transfer to Arterial Street Fund	3,329	373,712	381,250	63,048	553,105	552,315
Debt Service-1998 GO Park Land Acq/Sports Park Land Acq	95,934	98,120	99,530	95,790	96,895	97,685
TOTAL AMOUNT FUNDED BY REET	**$ 710,921**	**$ 650,000**	**$ 610,860**	**$ 689,140**	**$ 650,000**	**$ 650,000**
PORTION OF PROJECTS FUNDED BY NON-REET						
Accounting Software Upgrade	$ 51,475	$ -	$ -	$ -	$ -	$ -
On-Site Records Storage	44,530					
Debt Service-1997 GOBond-City Hall Expansion	130,848	132,988	129,628	131,268	132,666	133,828
Transfer to Arterial Street Fund	446,671	176,288		286,952	200,862	187,685
TOTAL AMOUNT FUNDED BY NON-REET	**$ 673,524**	**$ 309,276**	**$ 129,628**	**$ 418,220**	**$ 333,530**	**$ 321,513**

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#2
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Des Moines Beach Park	Plans in Preparation	
		P.S.E. Complete	
LOCATION	22030 Cliff Avenue South		

DESCRIPTION: Update 1989 Master Plan to evaluate future park and building uses and waterfront improvements
All buildings, park amenities and walkways are in need of renovation, repair and maintenance.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG	75,000		75,000				
LAND							
BUILDINGS							
IMPROVEMENTS							
INSPECTION							
CONTINGENCY							
SALES TAX							
OTHER							
TOTAL	75,000		75,000				

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	75,000		75,000				
GRANTS/OTHER							
TOTAL	75,000		75,000				

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#2
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Des Moines Beach Park	Plans in Preparation	
		P.S.E. Complete	
LOCATION	22030 Cliff Avenue South		

DESCRIPTION: Update 1969 Master Plan to evaluate future park and building uses and waterfront improvements

JUSTIFICATION: Des Moines Beach Park is a historic site that has suffered the effects of annual flooding, heavy use by the public and deferred maintenance. This request is to do the following work:
2005- Update the Beach Park Master Plan to establish a work plan for the facility

SCOPE OF WORK:

Design and Engineering- Master Plan Consultant(s) $75,000

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#5
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Des Moines Field House Park	Plans In Preparation	
		P.S.E. Complete	
LOCATION	1000 South 220th Street		
DESCRIPTION:	Proposed Improvements: Historic building log restoration and chinking (sealing).		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION	2,500			2,500			
DESIGN/ENG	10,000			10,000			
LAND	0						
BUILDINGS	0						
IMPROVEMENTS	220,000	20,000		200,000			
INSPECTION	10,000			10,000			
CONTINGENCY	20,000			20,000			
SALES TAX	17,600			17,600			
OTHER	0						
	0						
TOTAL	280,100	20,000		260,100			

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	150,050	20,000		130,050			
CDBG	0						
GRANTS	130,050			130,050			
TOTAL	280,100	20,000		260,100			

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#5
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Des Moines Field House Park	Plans in Preparation	
		P.S.E. Complete	
LOCATION	1000 South 220th Street		

DESCRIPTION: Proposed Improvements: Historic building log restoration and chinking (sealing).

JUSTIFICATION: The Des Moines Field House is a Historic Landmark in poor condition due to years of high use and lack of funding to make adequate repairs. Major restorative projects must be undertaken over the next few years. According to King County Community Development Block Grant coordinators, the city may no longer utilize CDBG funds for the purpose of Field House interior slum and blight related fixes. A cursory look at the building exterior logs identified log rot, termites, and gaps in chinking that if not repaired, will cause building deterioration. Staff recommends seeking Heritage Grants however matching funds of 50% would be required.

SCOPE OF WORK: Building Log Restoration:

Administration	$	2,500
Design, Engineering, Permits		10,000
Construction: exterior log restc		200,000
Inspection		10,000
Contingency		20,000
Sales Tax		17,600
Total	$	260,100

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#1
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Activity Center Project	Plans in Preparation	
		P.S.E. Complete	
LOCATION	2045 South 216th Street		

DESCRIPTION: Proposed Improvements: Exterior improvements: ADA pathways, landscaping, deck or patio, parking lot lighting, walkway to 216th Street and street frontage improvements.
Interior improvements: Interior acoustical banners.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION	890	450	440				
DESIGN/ENG	9,000	4,500	4,500				
LAND	0						
BUILDINGS	0						
IMPROVEMENTS	88,500	45,000	43,500				
INSPECTION	0						
CONTINGENCY	4,400		4,400				
SALES TAX	7,788	3,960	3,828				
OTHER	0						
TOTAL	110,578	53,910	56,668				

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	95,578	38,910	56,668				
Donations	15,000	15,000					
TOTAL	110,578	53,910	56,668		0	0	

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#1
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Activity Center Project	Plans in Preparation	
		P.S.E. Complete	
LOCATION	2045 South 216th Street		

DESCRIPTION: Proposed Improvements: Exterior improvements: ADA pathways, landscaping, deck or patio, lighting and walkway to 216th St. Street frontage improvements.
Interior improvements: Interior acoustical banners.

JUSTIFICATION: Activity Center improvements needed to: 1) provide ADA access to all building entrances, 2) improve building use and rental income, 3) improve acoustics and reduce interior noise, 4) provide pedestrian access/connection to S. 216th Street and public transportation, 5) provide safe vehicular ingress and egress at entrance on S. 216th Street

SCOPE OF WORK:

2004

Design, engineering, permits	$	4,950
Exterior Construction- building walkways, patio and landscaping		45,000
Interior Construction- acoustical panels		
Contingency		4,500
Sales Tax		3,960
Total	$	58,410

2005

Design, engineering, permits	$	4,940
Exterior Construction-walkway to street and frontage and lighting		43,500
Contingency		4,400
Sales Tax		3,826
Total	$	56,668

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#4
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Steven J. Underwood Memorial Park	Plans in Preparation	
		P.S.E. Complete	
LOCATION	21800 20th Avenue South		

DESCRIPTION: Phase 1B - a. restrooms; b. field lights, Phase II - c. One competition soccer field, field lights, and parking. The site of future soccer fields is contingent on City Council project recommendations regarding the Activity Center (Interim Senior Center) and the site of the proposed Community Center.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION	13,000	3,200			9,800		
DESIGN/ENG	104,000	24,000			80,000		
LAND							
BUILDINGS	120,000	120,000					
IMPROVEMENTS	891,160	160,000			731,160		
INSPECTION	40,000	10,000			30,000		
CONTINGENCY	89,000	24,000			65,000		
SALES TAX	85,462	21,120			64,342		
PERMITS							
TOTAL	1,342,622	362,320			980,302		

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	840,814	160,512			680,302		
King County	50,000	50,000					
IAC	375,000	75,000			300,000		
Donations	10,000	10,000					
MCI Additional	66,808	66,808					
TOTAL	1,342,622	362,320			980,302		

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#4
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Steven J. Underwood Memorial Park	Plans in Preparation	
		P.S.E. Complete	
LOCATION	21800 20th Avenue South		

DESCRIPTION: Phase 1B - a. restrooms; b. field lights, Phase II - c. One competition soccer field, field lights, and parking. The site of future soccer fields is contingent on City Council project recommendations regarding the Activity Center (Interim Senior Center) and the site of the proposed Community Center.

JUSTIFICATION: Completion of Steven J. Underwood Memorial Park is an urgent priority 1 need as identified by the 2003 Parks, Recreation and Senior Services Master Plan. The proposed Phase I B is partially complete (one ball field constructed in 2003). Funds in the amount of $161,930 were appropriated in 2004. Grant funds in the amount of $50,000 from King County will supplement the project. A grant to IAC in the amount of $75,000 for field lighting is a potential in 2004 as well. A third grant request Phase II includes ball field lighting on 2 ball fields and construction of a field turf soccer field with lights. A grant to IAC in an amount of $300,000 would provide matching funds for the project.

SCOPE OF WORK:

Phase IB-2004		
Administration	$	3,200
Design, Engineering, Permits		24,000
Construction (1 field lighting,		280,000
Inspection		10,000
Contingency		24,000
Sales Tax		21,120
Total	$	362,320

Phase II - LIGHTING		**2007**
Administration	$	3,900
Design, Engineering, Permits		30,000
Construction (2 field lighting)		300,000
Inspection		10,000
Contingency		20,000
Sales Tax		26,400
Total	$	390,300

Phase II- SOCCER FIELD /LIGHTING		**A-2007**
Administration	$	5,900
Design, Engineering, Permits		50,000
Construction- soccer field		281,180
Add: synthetic field turf surfacing		
Add: field lights		150,000
Inspection		20,000
Contingency		45,000
Sales Tax		37,942
Total	$	590,002
Grand Total	$	980,302

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#3
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Midway Park	Plans in Preparation	
		P.S.E. Complete	
LOCATION	2900 221st Street		

DESCRIPTION: Park Improvements: a. Park lighting, pathway improvements, play equipment relocation, renovation, and surfacing materials and drinking fountains; b. Park expansion onto Puget Sound Energy Midway Switching Station property with an irrigated multi-use sports field and potential for future parking improvements; Future Park Expansion: c. Acquisition of four lots on west side of park; d. Development of park expansion to West.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION	1,320	1,320					
DESIGN/ENG	9,210	9,210					
LAND							
BUILDINGS							
IMPROVEMENTS	107,200	107,200					
INSPECTION							
CONTINGENCY	9,210	9,210					
SALES TAX	9,432	9,432					
OTHER							
TOTAL	136,372	136,372					

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	21,372	21,372					
KING COUNTY**	50,000	50,000					
CDBG**	65,000	65,000					
TOTAL	136,372	136,372					

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

** Funds Confirmed

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#3
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Midway Park	Plans In Preparation	
		P.S.E. Complete	
LOCATION	2900 221st Street		

DESCRIPTION: Park Improvements: a. Park lighting, pathway improvements, play equipment relocation, renovation, and surfacing materials and drinking fountains; b. Park expansion onto Puget Sound Energy Midway Switching Station property with an irrigated multi-use sports field and potential for future parking improvements; Future Park Expansion: c. Acquisition of four lots on west side of park; d. Development of park expansion to West.

JUSTIFICATION: City Council received input from the Pacific Ridge neighborhood regarding needed park improvements. Staff has been working with ACORN and other project partners such as Puget Sound Energy, CDBG and King County Youth Sports Facility Fund to facilitate the projects.

SCOPE OF WORK: Midway Park Repairs

Administration	$	720
Design, Engineering, Permits		5,660
Construction		56,600
Contingency		5,660
Sales Tax		4,980
Total	$	73,620

Midway Park Expansion (Puget Sound Energy Property Improvements)

Administration	$	600
Design, Engineering, Permits		3,550
Construction		50,600
Contingency		3,550
Sales Tax		4,452
Total	$	62,752
Grand Total	$	136,372

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#13
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Community Center	Plans in Preparation	
		P.S.E. Complete	
LOCATION	21939 24th Avenue South		
DESCRIPTION:	Construction of a new multi-purpose recreation facility, parking, and trails connecting to Steven J. Underwood Memorial Park		

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION	70,000						70,000
DESIGN/ENG	500,000						500,000
LAND	500,000						500,000
BUILDINGS	3,000,000						3,000,000
IMPROVEMENTS	1,250,000						1,250,000
INSPECTION	115,000						115,000
CONTINGENCY	500,000						500,000
SALES TAX	418,000						418,000
FURNISHINGS	500,000						500,000
BONDS	115,000						115,000
TOTAL	6,968,000						6,968,000

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND	6,968,000						6,968,000
GRANTS/OTHER							
TOTAL	6,968,000						6,968,000

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#13
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Community Center	Plans in Preparation	
		P.S.E. Complete	
LOCATION	21939 24th Avenue South		

DESCRIPTION: Construction of a new multi-purpose recreation facility, parking, and trails connecting to Steven J. Underwood Memorial Park

JUSTIFICATION: City Council Direction

SCOPE OF WORK: Community Center Constructic $6,968,000

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Finance Software Upgrades	Plans in Preparation	
		P.S.E. Complete	
LOCATION	City Hall		
DESCRIPTION:	Software upgrades for the Quadrant Cashiering Systems, Eden Business License Module Additional Eden User Licenses for Budget Processing		

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS							
INSPECTION							
CONTINGENCY							
OTHER: Quadrant Upgrade	12,000	12,000					
OTHER: Business License	31,975	31,975					
OTHER: Eden Budget User Licenses	7,500	7,500					
TOTAL	51,475	51,475					

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI (Carryfwd of unspent Balance)	51,475	51,475					
TOTAL	51,475	51,475	0	0	0	0	0

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Finance Software Upgrades	Plans in Preparation	
		P.S.E. Complete	
LOCATION	City Hall		

DESCRIPTION: Software upgrades for the Quadrant Cashiering Systems, Eden Business License Module Additional Eden User Licenses for Budget Processing

JUSTIFICATION: The City's accounting software was upgraded in 2003 to the Windows version. Eden, the developer of the accounting software, is also the developer of the business license system. The current business license system is a DOS version. Eden no longer provides support for the DOS version of their products.

The Quadrant Cashiering system is also a DOS version that needs to be upgraded to a Windows version.

The additional Eden user licensee will allow city staff to access the Eden budget software. The goal is to have departments enter their budget requests directly into the software avoiding the duplication of effort. Currently, departments enter their budgets onto spreadsheets that is then provided to Finance staff. Finance staff then enter the departments' budget requests from the spreadsheets into the Eden budget software.
The orginal budget was $150,000. The accounting system upgrade cost totaled $85,516. Balance of funds remaining total $64,484.

SCOPE OF WORK: The Eden business license system will require installation, data conversion, and staff training. The Quadrant Cashiering system will require installation and staff training.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Upgrade of Council Chambers HVAC and Renovation of North Wing of City Hall	Plans in Preparation	
		P.S.E. Complete	
LOCATION	21630 11th Avenue South		
DESCRIPTION:	HVAC system in Council Chambers and North Wing of City Hall to be replaced. Limited renovation of interior of North Wing to improve efficiency and appearance. $80,000 allocated but unspent during 2003.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS	262,000	262,000					
INSPECTION							
CONTINGENCY							
SALES TAX	23,056	23,056					
OTHER	8,000	8,000					
TOTAL	293,056	293,056					

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	293,056	293,056					
TOTAL	293,056	293,056					

OPERATING COST	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	Upgrade of Council Chambers HVAC and	Plans in Preparation	
		P.S.E. Complete	
LOCATION	21630 11th Avenue South		

DESCRIPTION: HVAC system in Council Chambers and North Wing of City Hall to be replaced. to improve efficiency and appearance. $80,000 allocated but unspent during 2003.

JUSTIFICATION: HVAC system in Council Chambers is in need of replacement. No central HVAC system in North Wing (Adm. & Finance).
New HVAC systems will increase energy efficiency and improve air quality.

Improved space utilization can be achieved with renovation of the North Wing. Much of the existing interior furnishing is original and in need of replacement.

SCOPE OF WORK: Phase 1: a) replace the existing central HVAC system in the Council Chambers; and b) install a central HVAC system in the North Wing of City Hall and remove existing "in-wall" units.

Phase 2: a) replace interior lighting in North Wing; b) re-configure some office spaces; c) replace carpeting and built-in cabinetry; d) replace most office furnishings.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Rewrite of Shoreline Master Program (SMP)	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Des Moines' 6 miles of shoreline		

DESCRIPTION: State law requires that Des Moines update the Shoreline Master Program, which was adopted in 1988. The Dept. of Ecology has offered grant funding for jurisdictions willing to adopt SMP prior to deadline of Dec. 2008. This project is dependent upon successful grant award.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION	15,100	9,300	5,800				
DESIGN/ENG	63,175	38,525	24,650				
LAND							
BUILDINGS							
IMPROVEMENTS							
INSPECTION							
CONTINGENCY							
SALES TAX							
OTHER							
TOTAL	78,275	47,825	30,450				

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
DOE GRANT	78,275	47,825	30,450				
TOTAL	78,275	47,825	30,450				

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	Rewrite of Shoreline Master Program (SMP)	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Des Moines' 6 miles of shoreline		

DESCRIPTION: State law requires that Des Moines update the Shoreline Master Program, which was adopted in 1988. has offered grant funding for jurisdictions willing to adopt SMP prior to deadline of Dec. 2008. This project is dependent upon successful grant award.

JUSTIFICATION: Des Moines must adopt a new SMP by December 2008. This project will require extensive consultant services. Administration has applied for a DOE grant for early adoption of the SMP. Since this project is inevitable and since future grant funds may or may not be available, Administration applied for this grant.

SCOPE OF WORK: The State's guidelines for preparation of SMP's are quite onerous. Considerable scientific research and investigation will be required. Inventorying of existing marine sea life and habitat will be required. The SMP will contain both general policies and firm regulations. The terms of the grant require that the project be completed by June 30, 2005.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Onsite Records Storage	Plans in Preparetion	
		P.S.E. Complete	
LOCATION	Public Works Storage Building - 21350 11th Ave S		
DESCRIPTION:	Interior Building improvements to create a records/archive storage facility		

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS	28,000	28,000					
IMPROVEMENTS	2,000	2,000					
INSPECTION	1,700	1,700					
CONTINGENCY	2,500	2,500					
SALES TAX	2,430	2,430					
OTHER (Doc Retrieval)	7,900	7,900					
TOTAL	44,530	44,530					

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	44,530	44,530					
TOTAL	44,530	44,530					

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Onsite Records Storage	Plans In Preparation	
		P.S.E. Complete	
LOCATION	Public Works Storage Building - 21350 11th Ave S		
DESCRIPTION:	Interior Building improvements to create a records/archive storage facility		

JUSTIFICATION: The Conceptual Budget Plan for 2003 included discontinuation of off-site records storage services as one way to reduce ongoing operating expenses. Presently, the City pays $4,500 each year for the basic service - plus the cost of retrieving and re-storing documents. In all, the cost of off-site storage exceeds $8,000 per year. Staff proposes to create a storage facility for City records in the Public Works Storage Building.
The costs identified in this CIP item are one-time expenses. Once the on-site storage facility is established, operational costs will be limited to the ongoing cost of document destruction. The cost of utilities for the records facility (electric lights and natural gas heat) are expected to be minimal.

SCOPE OF WORK: Interior improvements include a new fire wall, insulation, temperature and humidity controls, stair upgrades and a simple smoke detection system. If available, used racks were purchased in 2003.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	City Hall Parking Lot	Plans in Preparation	
		P.S.E. Complete	
LOCATION	21630 11th Ave South		
DESCRIPTION:	Patch, overlay and stripe City Hall parking lots. Repair retaining wall.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION	598		598				
DESIGN/ENG	1,913		1,913				
LAND							
BUILDINGS							
IMPROVEMENTS	48,252	10,000	38,252				
INSPECTION	1,913		1,913				
CONTINGENCY	4,824	1,000	3,824				
SALES TAX							
OTHER							
TOTAL	57,500	11,000	46,500				

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	57,500	11,000	46,500				
TOTAL	57,500	11,000	46,500				

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	City Hall Parking Lot	Plans In Preparation	
		P.S.E. Complete	
LOCATION	21630 11th Ave South		

DESCRIPTION: Petch, overlay and stripe City Hall parking lots. Repair retaining wall.

JUSTIFICATION: The parking areas at City Hall need to be resurfaced due to age and usage.
A retaining wall within the project limits is also failing and needs to be repaired.

SCOPE OF WORK: Patching of the most deteriorated paving would occur in 2004 in preparation of a complete overlay in 2005.

CIP PROJECTS
MUNICIPAL CAPITAL IMPROVEMENT FUND - OPTION 2

		2004	2005	2006	2007	2008	2009
BEGINNING FUND BALANCE		**$ 453,362**	**$ 67,765**	**$ 214,328**	**$ 644,729**	**$ 602,816**	**$ 1,004,462**
LOCAL REVENUES							
Transfer from General Fund		$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000	$ 150,000
Transfer from General Fund	Debt Service	130,848					
Interest Earnings		3,900	3,100	12,500	20,800	29,900	25,800
Levy Lid Lift $.20			418,789	422,977	427,207	431,479	435,794
Real Estate Excise Tax		650,000	650,000	650,000	650,000	650,000	650,000
Haunted House proceeds (CODM portion)		14,000	14,000	14,000	14,000	14,000	14,000
Park In Lieu Fees		50,000	50,000	50,000	50,000	50,000	50,000
TOTAL LOCAL REVENUES		$ 998,748	$ 1,285,889	$ 1,299,477	$ 1,312,007	$ 1,325,379	$ 1,325,594
PROJECT REVENUES							
CDBG - Sr Land Acquisition	Debt Service	$ 72,088	$ -	$ -	$ -	$ -	$ -
CDBG	Midway Park	65,000					
Donations	Activity Center	15,000					
Donations	SJU Park PH II	10,000					
Foundation	Activity Center						
Grants	DM Beach Park					200,000	300,000
King County	Midway Park	50,000					
IAC	SJUM Park II	75,000			300,000		200,000
King County	SJUM Park II	50,000					
CDBG	Park & Playgrd Eqp			65,000	65,000		
Bond Proceeds	Community Center						6,968,000
Grant	Field House		130,050				
DOE Grant	Re-write of Shoreline MP	47,825	30,450				
TOTAL PROJECT REVENUES		$ 384,913	$ 160,500	$ 65,000	$ 365,000	$ 200,000	$ 7,468,000
TOTAL REVENUES & FUND BALANCE		$ 1,837,023	$ 1,514,154	$ 1,578,805	$ 2,321,736	$ 2,128,195	$ 9,798,056
PROJECT EXPENSES							
Des Moines Beach Park Repairs		$ -	$ 75,000	$ -	$ 68,202	$ 400,000	$ 600,000
Field House Renovation CDBG & WA Heritage		20,000	260,100				
Activity Center Remodel		53,910	56,668				
Steven J Underwood Memorial Park Phase II		362,320			980,302		595,100
Midway Park Improvements		138,372					
Community Center							6,968,000
Park & Playground Repair & Replacement				144,668	124,608	144,168	68,710
Des Moines Creek Trail							227,080
Building Life-Cycle Maintenance Study			100,000				
Accounting Software Upgrade		51,475					
City Hall North Wing Remodel		293,056		379,000			
Re-write of Shoreline Master Plan		47,825	30,450				
Onsite Records Storage		44,530					
City Hall Parking Lot		11,000	46,500				
TOTAL PROJECT EXPENDITURES		$ 1,020,488	$ 568,718	$ 523,668	$ 1,173,112	$ 544,168	$ 8,458,890
DEBT/OPERATING TRANSFERS							
Debt-1998 GO Bond-Myers land (Less portion for 4.14 acres)		$ 95,934	$ 98,120	$ 99,530	$ 95,790	$ 96,895	$ 97,685
Debt-1998 GO Bond-Soundview Bap land (4.14ac elig/CDBG)		71,988					
Debt-1997 GO Bond-City Hall Expansion		130,848	132,988	129,628	131,268	132,668	133,828
Transfer to Arterial Street Fund		450,000	500,000	181,250	318,750	350,002	800,000
TOTAL DEBT/OPERATING TRANSFERS		$ 748,770	$ 731,108	$ 410,408	$ 545,808	$ 579,565	$ 1,031,513
TOTAL EXPENDITURES		$ 1,769,258	$ 1,299,826	$ 934,076	$ 1,718,920	$ 1,123,733	$ 9,490,403
ENDING FUND BALANCE		$ 67,765	$ 214,328	$ 644,729	$ 602,816	$ 1,004,462	$ 307,653
RESERVED FUND BALANCE							
Park In Lieu Fees		$ -	$ -	$ 50,000	$ -	$ -	$ -
CDBG		2,698	2,798	2,798	2,798	2,798	2,798
King County Open Space		32,469	32,469	32,469	32,469	32,469	32,469
TOTAL RESERVED FUND BALANCE		**$ 35,167**	**$ 35,267**	**$ 85,267**	**$ 35,267**	**$ 35,267**	**$ 35,267**
UNRESERVED FUND BALANCE		**$ 32,598**	**$ 179,061**	**$ 659,462**	**$ 567,549**	**$ 969,196**	**$ 272,386**

CIP PROJECTS
MUNICIPAL CAPITAL IMPROVEMENT FUND - OPTION 2

[redacted]						
PORTION OF PROJECTS FUNDED BY PARK IN LIEU						
Steven J Underwood Memorial Park Phase II	$ 50,000	$ -	$ -	$ 150,000	$ -	$ 50,000
Playground & Park Repair & Repl					50,000	
TOTAL FUNDED BY PARK IN LIEU	**$ 50,000**	**$ -**	**$ -**	**$ 150,000**	**$ 50,000**	**$ 50,000**
PORTION OF PROJECTS FUNDED BY REET						
Des Moines Beach Park	$ -	$ 75,000	$ -	$ -	$ 200,000	$ 73,387
Field House Renovation	20,000	130,080				
Activity Center	38,910	56,668				
Midway Park	71,372					
Steven J Underwood Memorial Park Phase II	177,320			363,334		345,100
Park & Playground Repair & Repl			79,668	59,608	94,168	
City Hall Parking Lot	11,000	46,500				
City Hall North Wing Remodel	293,056		159,924			
Transfer to Arterial Street Fund	3,329	110,644	181,250		126,269	
Debt Service-1996 GO Park Land Acq/Sports Park Land Acq	95,934	98,120	99,530	95,790	96,895	97,685
Debt Service-1997 GO Bond-City Hall Expansion		132,988	129,628	131,268	132,668	133,828
TOTAL AMOUNT FUNDED BY REET	**$ 710,921**	**$ 650,000**	**$ 650,000**	**$ 650,000**	**$ 650,000**	**$ 650,000**
PORTION OF PROJECTS FUNDED BY NON-REET						
Accounting Software Upgrade	$ 51,475	$ -	$ -	$ -	$ -	$ -
On-Site Records Storage	44,530					
Debt Service-1997 GO Bond-City Hall Expansion	130,848					
Des Moines Beach Park				68,202		226,613
Steven J Underwood Memorial Park Phase II				166,968		
Park & Playground Repair & Repl						68,710
Des Moines Creek Trail						227,080
Building Life-Cycle Maintenance Study		100,000				
City Hall North Wing Remodel			219,076			
Transfer to Arterial Street Fund	446,671	389,356		318,750	223,733	800,000
TOTAL AMOUNT FUNDED BY NON-REET	**$ 673,524**	**$ 489,356**	**$ 219,076**	**$ 553,920**	**$ 223,733**	**$ 1,322,403**

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#2
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Des Moines Beach Park	Plans in Preparation	
		P.S.E. Complete	
LOCATION	22030 Cliff Avenue South		

DESCRIPTION: Update 1989 Master Plan to evaluate future park and building uses and waterfront improvements
All buildings, park amenities and walkways are in need of renovation, repair and maintenance.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION	490				490		
DESIGN/ENG	79,900		75,000		4,900		
LAND	0						
BUILDINGS	0						
IMPROVEMENTS	1,049,000				49,000	400,000	600,000
INSPECTION	4,600				4,600		
CONTINGENCY	4,900				4,900		
SALES TAX	4,312				4,312		
OTHER	0						
	0						
TOTAL	1,143,202				68,202	400,000	600,000

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	1,143,202		75,000		68,202	400,000	600,000
TOTAL	1,143,202				68,202	400,000	600,000

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#2
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Des Moines Beach Park	Plans in Preparation	
		P.S.E. Complete	
LOCATION	22030 Cliff Avenue South		

DESCRIPTION: Update 1989 Master Plan to evaluate future park and building uses and waterfront improvements

JUSTIFICATION: Des Moines Beach Park is a historic site that has suffered the effects of annual flooding, heavy use by the public and deferred maintenance. This request is to do the following work:
2005- Update the Beach Park Master Plan to establish a work plan for the facility
2007- Minor renovation of park walkways, picnic shelter and play equipment
2008-2009- Funds to initiate major park renovations as directed in updated Master Plan

SCOPE OF WORK:

2005		
Design and Engineering- Master Plan Consultant(s)	$	75,000
2007		
Design, Engineering	$	5,390
Construction		49,000
Contingency		4,900
Inspection		4,600
Sales Tax		4,312
Total	$	68,202
2008-2009		
Beach Park Building and Infrastructure Improvements (Seed I	$	500,000
Beach Park Bu Grants)		500,000
	$	1,000,000

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#5
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Des Moines Field House Park	Plans in Preparation	
		P.S.E. Complete	
LOCATION	1000 South 220th Street		
DESCRIPTION:	Proposed Improvements: Historic building log restoration and chinking (sealing).		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION	2,500		2,500				
DESIGN/ENG	10,000		10,000				
LAND	0						
BUILDINGS	0						
IMPROVEMENTS	220,000	20,000	200,000				
INSPECTION	10,000		10,000				
CONTINGENCY	20,000		20,000				
SALES TAX	17,600		17,600				
OTHER	0						
	0						
TOTAL	280,100	20,000	260,100				

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	150,050	20,000	130,050				
CDBG	0						
GRANTS	130,050		130,050				
TOTAL	280,100	20,000	260,100				

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#5
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Des Moines Field House Park	Plans in Preparation	
		P.S.E. Complete	
LOCATION	1000 South 220th Street		

DESCRIPTION: Proposed Improvements: Historic building log restoration and chinking (sealing).

JUSTIFICATION: The Des Moines Field House is a Historic Landmark in poor condition due to years of high use and lack of funding to make adequate repairs. Major restorative projects must be undertaken over the next few years. According to King County Community Development Block Grant coordinators, the city may no longer utilize CDBG funds for the purpose of Field House interior slum and blight related fixes. A cursory look at the building exterior logs identified log rot, termites, and gaps in chinking that if not repaired, will cause building deterioration. Staff recommends seeking Heritage Grants however matching funds of 50% would be required.

SCOPE OF WORK: Building Log Restoration:

Administration	$	2,500
Design, Engineering, Permits		10,000
Construction: exterior log restc		200,000
Inspection		10,000
Contingency		20,000
Sales Tax		17,600
Total	$	260,100

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#1
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Activity Center Project	Plans in Preparation	
		P.S.E. Complete	
LOCATION	2045 South 216th Street		

DESCRIPTION: Proposed Improvements: Exterior improvements: ADA pathways, landscaping, deck or patio, parking lot lighting, walkway to 216th Street and street frontage improvements.
Interior Improvements: Interior acoustical banners.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION	890	450	440				
DESIGN/ENG	9,000	4,500	4,500				
LAND							
BUILDINGS							
IMPROVEMENTS	88,500	45,000	43,500				
INSPECTION							
CONTINGENCY	4,400		4,400				
SALES TAX	7,788	3,960	3,828				
OTHER							
TOTAL	110,578	53,910	56,668				

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	95,578	38,910	56,668				
Donations	15,000	15,000					
TOTAL	110,578	53,910	56,668		0	0	

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#1
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Activity Center Project	Plans in Preparation	
		P.S.E. Complete	
LOCATION	2045 South 216th Street		

DESCRIPTION: Proposed Improvements: Exterior improvements: ADA pathways, landscaping, deck or patio, lighting and walkway to 216th St. Street frontage improvements.
Interior improvements: Interior acoustical banners.

JUSTIFICATION: Activity Center Improvements needed to: 1) provide ADA access to all building entrances, 2) improve building use and rental income, 3) improve acoustics and reduce interior noise, 4) provide pedestrian access/connection to S. 216th Street and public transportation, 5) provide safe vehicular ingress and egress at entrance on S. 216th Street

SCOPE OF WORK:

2004

Design, engineering, permits	$	4,950
Exterior Construction- building walkways, patio and landscaping		45,000
Interior Construction- acoustical panels		
Contingency		4,500
Sales Tax		3,960
Total	$	58,410

2005

Design, engineering, permits	$	4,940
Exterior Construction-walkway to street and frontage and lighting		43,500
Contingency		4,400
Sales Tax		3,828
Total	$	56,668

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#4
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Steven J. Underwood Memorial Park	Plans in Preparation	
		P.S.E. Complete	
LOCATION	21800 20th Avenue South		

DESCRIPTION: Phase 1B - a. restrooms; b. field lights, Phase II - c. One competition soccer field, field lights, and parking. The site of future soccer fields is contingent on City Council project recommendations regarding the Activity Center (Interim Senior Center) and the site of the proposed Community Center.

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION	18,500	3,200			9,800		5,500
DESIGN/ENG	149,000	24,000			80,000		45,000
LAND							
BUILDINGS	120,000	120,000					
IMPROVEMENTS	1,341,160	160,000			731,160		450,000
INSPECTION	50,000	10,000			30,000		10,000
CONTINGENCY	134,000	24,000			65,000		45,000
SALES TAX	125,062	21,120			64,342		39,600
PERMITS							
TOTAL	1,937,722	362,320			980,302		595,100

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	1,235,914	160,512			680,302		395,100
King County	50,000	50,000					
IAC	575,000	75,000			300,000		200,000
Donations	10,000	10,000					
MCI Additional	66,808	66,808					
TOTAL	1,937,722	362,320			980,302		595,100

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#4
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Steven J. Underwood Memorial Park	Plans in Preparation	
		P.S.E. Complete	
LOCATION	21800 20th Avenue South		

DESCRIPTION: Phase 1B - a. restrooms; b. field lights, Phase II - c. One competition soccer field, field lights, and parking. The site of future soccer fields is contingent on City Council project recommendations regarding the Activity Center (Interim Senior Center) and the site of the proposed Community Center.

JUSTIFICATION: Completion of Steven J. Underwood Memorial Park is an urgent priority 1 need as identified by the 2003 Parks, Recreation and Senior Services Master Plan. The proposed Phase I B is pertially complete (one ball field constructed in 2003). Funds in the amount of $161,930 were appropriated in 2004. Grant funds in the amount of $50,000 from King County will supplement the project. A grant to IAC in the amount of $75,000 for field lighting is a potential in 2004 as well. A third grant request Phase II includes ball field lighting on 2 ball fields and construction of a field turf soccer field with lights. A grant to IAC in an amount of $300,000 would provide matching funds for the project.

SCOPE OF WORK:

Phase IB-2004	
Administration	$ 3,200
Design, Engineering, Permits	24,000
Construction (1 field lighting, park restroom)	280,000
Inspection	10,000
Contingency	24,000
Sales Tax	21,120
Total	$ 362,320

Phase II - LIGHTING-2007	
Administration	$ 3,900
Design, Engineering, Permits	30,000
Construction (2 field lighting)	300,000
Inspection	10,000
Contingency	20,000
Sales Tax	26,400
Total	$ 390,300

Phase II- SOCCER FIELD /LIGHTING	**A-2007**	**B-2009**
Administration	$ 5,900	$ 5,500
Design, Engineering, Permits	50,000	45,000
Construction- soccer field	281,160	
Add: synthetic field turf surfacing		450,000
Add: field lights	150,000	
Inspection	20,000	10,000
Contingency	45,000	45,000
Sales Tax	37,942	39,600
Total	$ 590,002	$ 595,100
Grand Total	$ 980,302	

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#3
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Midway Park	Plans in Preparation	
		P.S.E. Complete	
LOCATION	2900 221st Street		

DESCRIPTION: Park Improvements: a. Park lighting, pathway improvements, play equipment relocation, renovation, and surfacing materials and drinking fountains; b. Park expansion onto Puget Sound Energy Midway Switching Station property with an irrigated multi-use sports field and potential for future parking improvements; Future Park Expansion: c. Acquisition of four lots on west side of park; d. Development of park expansion to West.

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION	1,320	1,320					
DESIGN/ENG	9,210	9,210					
LAND							
BUILDINGS							
IMPROVEMENTS	107,200	107,200					
INSPECTION							
CONTINGENCY	9,210	9,210					
SALES TAX	9,432	9,432					
OTHER							
TOTAL	136,372	136,372					

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	21,372	21,372					
KING COUNTY* *	50,000	50,000					
CDBG**	65,000	65,000					
TOTAL	136,372	136,372					

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

** Funds Confirmed

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#3
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Midway Park	Plans in Preparation	
		P.S.E. Complete	
LOCATION	2900 221st Street		

DESCRIPTION: Park Improvements: a. Park lighting, pathway improvements, play equipment relocation, renovation, and surfacing materials and drinking fountains; b. Park expansion onto Puget Sound Energy Midway Switching Station property with an irrigated multi-use sports field and potential for future parking improvements; Future Park Expansion: c. Acquisition of four lots on west side of park; d. Development of park expansion to West.

JUSTIFICATION: City Council received input from the Pacific Ridge neighborhood regarding needed park improvements. Staff has been working with ACORN and other project partners such as Puget Sound Energy, CDBG and King County Youth Sports Facility Fund to facilitate the projects.

SCOPE OF WORK:

Midway Park Repairs

Administration	$	720
Design, Engineering, Permits		5,660
Construction		56,600
Contingency		5,660
Sales Tax		4,980
Total	$	73,620

Midway Park Expansion (Puget Sound Energy Property Improvements)

Administration	$	600
Design, Engineering, Permits		3,550
Construction		50,600
Contingency		3,550
Sales Tax		4,452
Total	$	62,752
Grand Total	$	136,372

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#13
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Community Center	Plans in Preparation	
		P.S.E. Complete	
LOCATION	21939 24th Avenue South		
DESCRIPTION:	Construction of a new multi-purpose recreation facility, parking, and trails connecting to Steven J. Underwood Memorial Park		

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION	70,000						70,000
DESIGN/ENG	500,000						500,000
LAND	500,000						500,000
BUILDINGS	3,000,000						3,000,000
IMPROVEMENTS	1,250,000						1,250,000
INSPECTION	115,000						115,000
CONTINGENCY	500,000						500,000
SALES TAX	418,000						418,000
FURNISHINGS	500,000						500,000
BONDS	115,000						115,000
TOTAL	6,968,000						6,968,000

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND	6,968,000						6,968,000
GRANTS/OTHER							
TOTAL	6,968,000						6,968,000

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#13
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Community Center	Plans In Preparation	
		P.S.E. Complete	
LOCATION	21939 24th Avenue South		

DESCRIPTION: Construction of a new multi-purpose recreation facility, parking, and trails connecting to Steven J. Underwood Memorial Park

JUSTIFICATION: City Council Direction

SCOPE OF WORK: Community Center Construction $6,968,000

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#6 thru #12
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Park and Playground Repair and Replacement	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Field House Park, Cecil Powell Park, Parkside Park, Wooton Park Kiddie Park, Westwood Park, Water Tower Park, and Zenith Park		

DESCRIPTION: Replace play equipment, surfacing material; construction of curbing and walkway for ADA access to play equipment, repair or install lighting, repair irrigation systems, install drinking fountains.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION	4,440			1,400	960	1,400	680
DESIGN/ENG	37,000			11,500	9,600	11,000	4,900
LAND							
BUILDINGS							
IMPROVEMENTS	366,925			111,000	96,000	111,000	48,925
INSPECTION	5,000						5,000
CONTINGENCY	36,500			11,000	9,600	11,000	4,900
SALES TAX	32,289			9,768	8,448	9,768	4,305
OTHER							
TOTAL	482,154			144,668	124,608	144,168	68,710

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	302,154			79,668	59,608	94,168	68,710
CDBG	130,000			65,000	65,000		
Fee In Lieu	50,000					50,000	
TOTAL	482,154			144,668	124,608	144,168	68,710

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#6 thru #12
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Park and Playground Repair and Replacement	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Field House Park, Cecil Powell Park, Parkside Park, Wooton Park Kiddie Park, Westwood Park, Water Tower Park, and Zenith Park		

DESCRIPTION: Replace play equipment, surfacing material; construction of curbing and walkway for ADA access to play equipment.

JUSTIFICATION: Many parks are outdated and required retrofitting of play systems and replacement of surfacing material, ADA walkways and pathways improvements, lighting updates, irrigation repairs, and drinking fountains to meet the basic safety and security requirements of the city park system. The Parks, Recreation and Senior Services Master Plan identifies this repairs as an urgent need and recommends a timeline over the next 6 years to make these repairs.

SCOPE OF WORK **2006-2009 Playground/Play Equipment Repairs**

Projects:	**2006**	**2007**	**2008**	**2009**
Field House Park- Play equipment replacemer skate park repairs, shade structure, volleyball court	$78,604			
Parkside Park- play equipment replacement, s hillside re-contouring for SWM, safety and arsenic/lead abatement	$66,100	$81,150		
Zenith Park- play equipment (new), irrigation & sports court repair			$71,000	
Wooton Park- play equipment repairs, surfacing, replace light parking lot construction		$42,770		$68,710
Cecil Powell- play equipment replacement & ADA access			$41,680	
Kiddie Park- relocate and replace play equipment and surfacing			$27,949	
Water Tower Park and Westwood Park			$3,600	
Annual Total:	**$144,704**	**$123,920**	**$144,229**	**$68,710**

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#15
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Des Moines Creek Trail	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Along Des Moines Creek between Des Moines Beach Park and South 200th St.		
DESCRIPTION:	Completion of 12 foot wide paved surface, trailheads with parking, benches, interpretive signage, and under passage at Marine View Drive to connect trail from Midway Sewer District to Des Moines Beach Park.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION	2,000						2,000
DESIGN/ENG	20,000						20,000
LAND							
BUILDINGS							
IMPROVEMENTS	160,000						160,000
INSPECTION	15,000						15,000
CONTINGENCY	16,000						16,000
SALES TAX	14,080						14,080
OTHER							
TOTAL	227,080						227,080

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	227,080						227,080
GRANTS/OTHER							
TOTAL	227,080						227,080

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	#15
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Des Moines Creek Trail	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Along Des Moines Creek between Des Moines Beach Park and South 200th St.		

DESCRIPTION: Completion of 12 foot wide paved surface, trailheads with parking, benches, interpretive signage, and under passage at Marine View Drive to connect trail from Midway Sewer District to Des Moines Beach Park.

JUSTIFICATION: Des Moines made a commitment as part of the original project funding package to complete Des Moines creek Trail from 200th (in SeaTac) to the Beach Park. The trail was built to the west side of the Midway Sewer District Plant. This request would provide funds to pave the remaining section from the Plant to the Beach Park after the completion of the Marine View Drive Under passage and road bed construction.

SCOPE OF WORK: **Trail Paving**
Administration
Design, Engineering, Permits
Construction
Inspection
Contingency
Sales Tax
Total

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Building Lifecycle and Maintenance Assessment	Plans in Preparation	
		P.S.E. Complete	
LOCATION			

DESCRIPTION: Assessment of city owned buildings to evaluete conditions and efficiency factors to include: building lifecycl roof, mechanical systems, plumbing, electrical, flooring, painting, fixtures, and routine maintenance.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS							
INSPECTION							
CONTINGENCY							
SALES TAX							
OTHER-Consultant	100,000		100,000				
TOTAL	100,000		100,000				

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	100,000		100,000				
TOTAL	100,000		100,000				

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Building Lifecycle and Maintenance Assessment	Plans in Preparation	
		P.S.E. Complete	
LOCATION			

DESCRIPTION: Assessment of city buildings to evaluate conditions and efficiency factors to include: building lifecycle, roof, mechanical systems, plumbing, electrical, flooring, painting, fixtures, and routine maintenance.

JUSTIFICATION: The city has invested in city facilities such as City Hall, Engineering, Activity Center, Police Service Center, Field House, Public Works & Parks Service Center, Beach Park Historic Buildings, and Marina buildings.

- To avoid facility damage and excessive cost of repairs and replacement.
- To plan for the expenditure of city resources.
- To keep city facilities in good working order to provide safe, clean, well maintained facilities.

SCOPE OF WORK: Study Consultant(s) Fees $100,000

Mechanical
Roof
Electrical
HVAC

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Finance Software Upgrades	Plans in Preparation	
		P.S.E. Complete	
LOCATION	City Hall		
DESCRIPTION:	Software upgrades for the Quadrant Cashiering Systems, Eden Business License Module Additional Eden User Licenses for Budget Processing		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS							
INSPECTION							
CONTINGENCY							
OTHER: Quadrant Upgrade	12,000	12,000					
OTHER: Business License	31,975	31,975					
OTHER: Eden Budget User Licenses	7,500	7,500					
TOTAL	51,475	51,475					

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI (Carryfwd of unspent Balance)	51,475	51,475					
TOTAL	51,475	51,475					

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Finance Software Upgrades	Plans in Preparation	
		P.S.E. Complete	
LOCATION	City Hall		

DESCRIPTION: Software upgrades for the Quadrant Cashiering Systems, Eden Business License Module
Additional Eden User Licenses for Budget Processing

JUSTIFICATION: The City's accounting software was upgraded in 2003 to the Windows version. Eden, the developer of the accounting software, is also the developer of the business license system. The current business license system is a DOS version. Eden no longer provides support for the DOS version of their products.

The Quadrant Cashiering system is also a DOS version that needs to be upgraded to a Windows version.

The additionel Eden user licenses will allow city staff to access the Eden budget software. The goal is to have departments enter their budget requests directly into the software avoiding the duplication of effort. Currently, depertments enter their budgets onto spreadsheets thet is then provided to Finance staff. Finance staff then enter the departments' budget requests from the spreadsheets into the Eden budget software.
The original budget was $150,000. The accounting system upgrade cost totaled $85,516.
Balance of funds remaining total $64,464.

SCOPE OF WORK: The Eden business license system will require installation, date conversion, and staff training.
The Quadrant Cashiering system will require installetion and staff training.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Upgrade of Council Chambers HVAC and Renovation of North Wing of City Hall	Plans in Preparation	
		P.S.E. Complete	
LOCATION	21630 11th Avenue South		

DESCRIPTION: HVAC system in Council Chambers and North Wing of City Hall to be raplaced. Limited renovation of interior of North Wing to improve efficiency and appearance. $60,000 allocated but unspent during 2003.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS	602,000	262,000		340,000			
INSPECTION							
CONTINGENCY							
SALES TAX	53,056	23,056		30,000			
OTHER	17,000	8,000		9,000			
TOTAL	672,056	293,056		379,000			

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	672,056	293,056		379,000			
TOTAL	672,056	293,056		379,000			

OPERATING COST	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	Upgrade of Council Chambers HVAC and	Plans in Preparation	
		P.S.E. Complete	
LOCATION	21630 11th Avenue South		

DESCRIPTION: HVAC system in Council Chambers and North Wing of City Hall to be replaced. to improve efficiency and appearance. $80,000 allocated but unspent during 2003.

JUSTIFICATION: HVAC system in Council Chambers is in need of replacement. No central HVAC system in North Wing (Adm. & Finance).
New HVAC systems will increase energy efficiency and improve air quality.

Improved space utilization can be achieved with renovation of the North Wing. Much of the existing interior furnishing is original and in need of replacement.

SCOPE OF WORK: Phase 1: a) replace the existing central HVAC system in the Council Chambers; and b) install a central HVAC system in the North Wing of City Hall and remove existing "in-wall" units.

Phase 2: a) replace interior lighting in North Wing; b) re-configure some office spaces; c) replace carpeting and built-in cabinetry; d) replece most office furnishings.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

CATEGORY	General Government	PROJECT NO.	
		PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Rewrite of Shoreline Master Program (SMP)	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Des Moines' 6 miles of shoreline		

DESCRIPTION: State law requires that Des Moines update the Shoreline Master Program, which was adopted in 1988. The Dept. of Ecology has offered grant funding for jurisdictions willing to adopt SMP prior to deadline of Dec. 2008. This project is dependent upon successful grant award.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION	15,100	9,300	5,800				
DESIGN/ENG	63,175	38,525	24,650				
LAND							
BUILDINGS							
IMPROVEMENTS							
INSPECTION							
CONTINGENCY							
SALES TAX							
OTHER							
TOTAL	78,275	47,825	30,450				

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
DOE GRANT	78,275	47,825	30,450				
TOTAL	78,275	47,825	30,450				

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	Rewrite of Shoreline Master Program (SMP)	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Des Moines' 6 miles of shoreline		

DESCRIPTION: State law requires that Des Moines update the Shoreline Master Program, which was adopted in 1988. has offered grant funding for jurisdictions willing to adopt SMP prior to deadline of Dec. 2008. This project is dependent upon successful grant award.

JUSTIFICATION: Des Moines must adopt a new SMP by December 2008. This project will require extensive consultant services. Administration has applied for a DOE grant for early adoption of the SMP. Since this project is inevitable and since future grant funds may or may not be available, Administration applied for this grant.

SCOPE OF WORK: The State's guidelines for preparation of SMP's are quite onerous. Considerable scientific research and investigation will be required. Inventorying of existing marine sea life and habitat will be required. The SMP will contain both general policies and firm regulations. The terms of the grant require that the project be completed by June 30, 2005.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Onsite Records Storage	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Public Works Storage Building - 21350 11th Ave S		
DESCRIPTION:	Interior Building improvements to create a records/archive storage facility		

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS	28,000	28,000					
IMPROVEMENTS	2,000	2,000					
INSPECTION	1,700	1,700					
CONTINGENCY	2,500	2,500					
SALES TAX	2,430	2,430					
OTHER (Doc Retrieval)	7,900	7,900					
TOTAL	44,530	44,530					

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	44,530	44,530					
TOTAL	44,530	44,530					

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Onsite Records Storage	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Public Works Storage Building - 21350 11th Ave S		
DESCRIPTION:	Interior Building improvements to create a records/archive storage facility		

JUSTIFICATION: The Conceptual Budget Plan for 2003 included discontinuation of off-site records storage services as one way to reduce ongoing operating expenses. Presently, the City pays $4,500 each year for the basic service - plus the cost of retrieving and re-storing documents. In all, the cost of off-site storage exceeds $8,000 per year. Staff proposes to create a storage facility for City records in the Public Works Storage Building. The costs identified in this CIP item are one-time expenses. Once the on-site storage facility is established, operational costs will be limited to the ongoing cost of document destruction. The cost of utilities for the records facility (electric lights and natural gas heat) are expected to be minimal.

SCOPE OF WORK: Interior improvements include a new fire wall, insulation, temperature and humidity controls, stair upgrades and a simple smoke detection system. If available, used racks were purchased in 2003.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	City Hall Parking Lot	Plans in Preparation	
		P.S.E. Complete	
LOCATION	21630 11th Ave South		
DESCRIPTION:	Patch, overlay and stripe City Hall parking lots. Repair retaining wall.		

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION	598		598				
DESIGN/ENG	1,913		1,913				
LAND							
BUILDINGS							
IMPROVEMENTS	48,252	10,000	38,252				
INSPECTION	1,913		1,913				
CONTINGENCY	4,824	1,000	3,824				
SALES TAX							
OTHER							
TOTAL	57,500	11,000	46,500				

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
MCI	57,500	11,000	46,500				
TOTAL	57,500	11,000	46,500				

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	General Government	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	City Hall Parking Lot	Plans in Preparation	
		P.S.E. Complete	
LOCATION	21630 11th Ave South		

DESCRIPTION: Patch, overlay and stripe City Hall parking lots. Repair retaining wall.

JUSTIFICATION: The parking areas at City Hall need to be resurfaced due to age and usage.
A retaining wall within the project limits is also failing and needs to be repaired.

SCOPE OF WORK: Patching of the most deteriorated paving would occur in 2004 in preparation of a complete overlay in 2005.

CIP PROJECTS
ARTERIAL STREET FUND

		2004	2005	2006	2007	2008	2009
BEGINNING FUND BALANCE		$ 3,665,735	$ 1,125,756	$ 1,559,622	$ 2,338,583	$ 2,164,242	$ 3,397,150
LOCAL REVENUES							
Motor Vehicle Fuel Tax	Flat Tax (2 3 ¢ per gallon)	$ 192,483	$ 197,142	$ 201,085	$ 205,107	$ 209,209	$ 213,393
Interest Earnings		35,700	29,100	55,700	73,300	101,400	163,500
Transfer From MCI Fund		450,000	550,000	381,250	350,000	753,967	740,000
Transfer in from LID Fund	4th St LID	2,142	2,072	2,003	1,933	1,864	1,794
	TOTAL LOCAL REVENUES	$ 680,325	$ 778,314	$ 640,038	$ 630,340	$ 1,066,440	$ 1,118,687
PROJECT REVENUES							
Federal Way School Dist	16th Avenue-260th to 272nd	$ 84,000	$ -	$ -	$ -	$ -	$ -
PWTF Loan	16th Avenue-260th to 272nd		2,463,524				
TIB Grant (Confirmed)	16th Avenue-260th to 272nd	134,859					
TIB Grant (Unconfirmed)	16th Avenue-260th to 272nd		2,960,000				
TIB Grant (Unconfirmed)	KDM - 16th Ave S to 24th				3,711,811		
Line of Credit	Pacific Highway	43,985					
PWTF Loan	Pacific Highway	2,614,345					
TEA21 CMAQ	Pacific Highway	2,850,000					
TEA21 STP	Pacific Highway	744,531					
HES Design Grant	Pacific Highway	215,000					
TIB	Pacific Highway	2,706,241					
WSDOT	Pacific Highway	1,003,700					
METRO, King County *	Pacific Highway	350,000					
City of Kent	Pacific Highway	10,000					
QWEST	Pacific Highway	425,000					
Comcast	Pacific Highway	80,500					
CDBG	Pacific Ridge Sidewalks		133,154				
2002 CDBG (Confirmed)	Wesley homes Pedestrian Signal	59,774					
AIP Grant	S 216th St and 24th Ave S Signal	265,102					
BRAC (Unconfirmed)	North Twin Bridge				119,638	1,049,417	
Traffic Impact Fees			525,000	1,200,000	1,350,000	1,500,000	1,500,000
	TOTAL PROJECT REVENUES	$ 11,807,037	$ 6,081,678	$ 1,200,000	$ 5,181,449	$ 2,549,417	$ 1,500,000
	TOTAL REVENUES & FUND BALANCE	$ 16,153,097	$ 7,985,748	$ 3,399,660	$ 8,150,372	$ 5,780,099	$ 6,015,837
RECURRING PROJECTS							
Arterial Maintenance Program		$ 400,000	$ 550,000	$ 381,250	$ 350,000	$ 1,016,967	$ 1,200,000
Neighborhood Traffic Control Program		25,000	25,000	25,000	25,000	25,000	25,000
PROJECTS CONTINUED FROM PRIOR YEARS							
Pacific Highway South		11,407,249					
16th Ave South Improvements (Phase 1)		516,224	5,662,010				
KDM Road/16th Ave. to 24th Ave.		209,408		577,052	5,302,587		
NEW PROJECTS							
Pacific Ridge Sidewalks			133,154				
Wesley Homes Pedestrian Signal		83,000					
S 216th St and 24th Ave S Signal		498,880					
North Twin Bridge Project					132,931	1,168,018	
	TOTAL PROJECT EXPENDITURES	$ 13,139,761	$ 6,370,164	$ 983,302	$ 5,810,518	$ 2,209,985	$ 1,225,000
TRANSFERS TO DEBT SERVICE FUND							
PWTF Loan-Downtown Utility Undergrounding (P&I)		$ 26,736	$ 25,329	$ 23,922	$ -	$ -	$ -
Line of Credit Payoff - Principal & Interest		1,860,801					
PWTF Loan - Pacific Hwy Preconstruction		43	2,550	2,538	2,525	2,513	
PWTF Loan - Pacific Hwy Construction			28,083	26,679	25,275	23,871	22,467
PWTF Loan - 16th Ave S. Improvements (Phase 1)				24,636	147,812	146,580	145,348
	TOTAL DEBT SERVICE	$ 1,887,580	$ 55,962	$ 77,775	$ 175,612	$ 172,964	$ 167,815
	TOTAL EXPENDITURES	$ 15,027,341	$ 6,426,126	$ 1,061,077	$ 5,986,130	$ 2,382,949	$ 1,392,815
	ENDING FUND BALANCE	$ 1,125,756	$ 1,559,622	$ 2,338,583	$ 2,164,242	$ 3,397,150	$ 4,623,022
RESERVED FUND BALANCE							
In Lieu		$ 406,040	$ 59,726				
Traffic Impact Fees		-	-	629,363	-	1,888,587	3,388,587
	TOTAL RESERVED FUND BALANCE	$ 406,040	$ 59,726	$ 629,363	$ -	$ 1,888,587	$ 3,388,587
	UNRESERVED FUND BALANCE	$ 719,716	$ 1,499,896	$ 1,709,220	$ 2,164,242	$ 1,508,563	$ 1,234,435

CIP PROJECTS
ARTERIAL STREET FUND

	2004	2005	2006	2007	2008	2009
PORTION OF PROJECTS FUNDED BY FUND BALANCE						
Arterial Maintenance Program	$ 400,000	$ 550,000	$ 381,250	$ 350,000	$ 1,018,967	$ 1,200,000
Neighborhood Traffic Control Program	25,000	25,000	25,000	25,000	25,000	25,000
Transportation Comp Update						
Pacific Highway South/S. 216th to KDM						
KDM Road/16th Ave. to 24th Ave.	209,408		107,052			
10th Ave S. Culvert Replacement						
Wesley homes Pedestrian Signal	23,226					
S 216th St and 24th Ave S Signal						
North Twin Bridge Project				13,293	116,602	
Line of Credit Interest	23,400					
PWTF Loan-Downtown utility undergrounding (P&I)	26,736	25,329	23,922			
PWTF Loan - Pacific Hwy Preconstruction	43	2,550	2,538	2,525	2,513	
PWTF Loan - Pacific Hwy Construction		28,083	26,679	25,275	23,871	22,467
PWTF Loan - 16th Ave S.			24,876	149,252	148,008	146,764
TOTAL USE OF FUND BALANCE	$ 707,813	$ 630,962	$ 591,317	$ 565,345	$ 1,334,961	$ 1,394,231
PORTION OF PROJECTS FUNDED BY IN-LIEU FEES						
Pacific Highway South	$ 44,433	$ -	$ -	$ -	$ -	$ -
S 216th St & 24th Ave Signal	30,397					
16th Ave S Improvements King County	271,484	42,226				
16th Ave S Improvements Ace Hardware		17,500				
TOTAL USE OF IN-LIEU FEES	$ 346,314	$ 59,726	$ -	$ -	$ -	$ -
PORTION OF PROJECTS FUNDED BY TRAFFIC IMPACT FEES						
KDM Rd - 16th Ave S to 24th Ave S	$ -	$ -	$ 470,000	$ 1,590,776	$ -	$ -
S 216th St & 24th Ave Signal	183,381					
Pacific Highway South	163,499					
16th Ave S Improvements	25,881	178,760				
TOTAL USE OF TRAFFIC IMPACT FEES	$ 372,761	$ 178,760	$ 470,000	$ 1,590,776	$ -	$ -

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Annual Arterial Maintenance Program	Plans in Preparation	
		P.S.E. Complete	
LOCATION	City Wide		

DESCRIPTION: Maintain and preserve the integrity of the City's existing roadway surfaces through a combination of pavement rehabilitation measures such as overlays.

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
ADMIN (CITY STAFF)	191,898	3,200	3,250	3,300	3,350	43,400	135,398
DESIGN/ENG	372,072	39,813	54,858	37,921	34,781	97,883	106,816
LAND							
BUILDINGS							
IMPROVEMENTS	2,480,481	265,418	365,719	252,809	231,873	652,553	712,108
INSPECTION	372,072	39,813	54,858	37,921	34,781	97,883	106,816
CONTINGENCY	483,694	51,757	71,315	49,298	45,215	127,248	138,861
SALES TAX							
OTHER							
TOTAL	3,900,217	400,000	550,000	381,250	350,000	1,018,967	1,200,000

FUNDING SOURCE	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
ARTERIAL STREET	3,900,217	400,000	550,000	381,250	350,000	1,018,967	1,200,000
TOTAL	3,900,217	400,000	550,000	381,250	350,000	1,018,967	1,200,000

	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Arterial Maintenance Program	Plans in Preparation	
		P.S.E. Complete	
LOCATION	City Wide		

JUSTIFICATION: The City's Comprehensive Transportation Plan has identified the Arterial Maintenance Program as a high priority. A major component of this program is the yearly pavement maintenance and rehabilitation projects. These projects are intended to protect and preserve the surface condition, help maintain the structural integrity and restore surface texture and skid resistence of the roadway. All City streets ere regularly rated to determine the pavement condition. This pavement condition survey is one of the most important steps in implementing a comprehensive Pavement Management System. Such a system involves dividing the pavement network into logical segments, recording descriptive segment inventory data and collecting pavement performance information relating to these segments. These processes provide the critical information needed for analysis to determine maintenance and rehabilitetion requirements, project priorities and conduct long-term planning. With this program in place, the need for street reconstruction in minimized. Mainteining a good pavement condition also helps minimize the city's maintenance cost on the

SCOPE OF WORK: Design, prepare plans for, construct, and inspect projects for maintaining and preserving the City's streets.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Neighborhood Traffic Control Program	Plans in Preparation	
		P.S.E. Complete	
LOCATION	City Wide		

DESCRIPTION: Modify residential streets within various neighborhoods of the City to promote pedestrian safety and encourage driver compliance with the existing traffic laws.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
ADMIN (CITY STAFF)	18,750	3,000	3,050	3,100	3,150	3,200	3,250
DESIGN/ENGR							
LAND							
BUILDINGS							
IMPROVEMENTS	114,130	19,130	19,087	19,043	19,000	18,957	18,913
INSPECTION							
CONTINGENCY	17,120	2,870	2,863	2,857	2,850	2,843	2,837
SALES TAX							
OTHER							
TOTAL	150,000	25,000	25,000	25,000	25,000	25,000	25,000

FUNDING SOURCE	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
ARTERIAL STREET	150,000	25,000	25,000	25,000	25,000	25,000	25,000
TOTAL	150,000	25,000	25,000	25,000	25,000	25,000	25,000

OPERATING COSTS	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Neighborhood Traffic Control Program	Plans in Preparation	
		P.S.E. Complete	
LOCATION	City Wide		

JUSTIFICATION: This program is needed to provide a response to some widely experienced traffic problems such as cut-through traffic, speeding, and security. Cut through traffic has neither its origin, nor its destination, within the neighborhood, but rather is passing through the neighborhood on its local streets. Many motorists (neighborhood residents as well as "cut throughs") drive too fast on local streets. Excessive traffic speeds are a threat to neighborhood safety. Reducing traffic speeds and volumes through traffic calming measures increases neighborhood safety.

SCOPE OF WORK:

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	Pacific Highway South	Plans in Preparation	X
		P.S.E. Complete	
LOCATION	South 216th Street to Kent-Des Moines Road		
DESCRIPTION:	Install two new HOV lanes, landscaped medians, curb, gutters, sidewalks, planters, improved lighting, a new storm drain system, interconnected traffic signals, and pedestrian crosswalk facilities.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
DESIGN/ENG	0						
ADMIN (CITY STAFF)	86,359	86,359					
LAND	442,515	442,515					
BUILDINGS	0						
IMPROVEMENTS	8,053,381	8,053,381					
INSPECTION	1,375,249	1,375,249					
FINANCING COSTS (LOC)	23,400	23,400					
CONTINGENCY	1,426,345	1,426,345					
TOTAL	11,407,249	11,407,249					

FUNDING SOURCE	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
ARTERIAL STREET	163,499	163,499					
PWTF LOAN (Construction)*	2,814,345	2,814,345					
In-Lieu FEES **	44,433	44,433					
TEA21 (CMAQ 02)	2,850,000	2,850,000					
TEA21 (Countywide 02)	128,840	128,840					
TEA21 (Redistribution 03)	615,691	615,691					
HES Grant	215,000	215,000					
TIB (TIA & TPP)	2,269,599	2,269,599					
TIB (Admin Increase)*	436,642	436,642					
WSDOT (overlay)	583,879	583,879					
WSDOT (KDM median)	350,000	350,000					
WSDOT (barrier)	69,821	69,821					
METRO, King County *	350,000	350,000					
CITY OF KENT	10,000	10,000					
QWEST	425,000	425,000					
COMCAST	80,500	80,500					
TOTAL	11,407,249	11,407,249					

	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
OPERATING COSTS							
DEBT SERVICE							
CITY OF KENT - A/R							
SUPPLIES							
TOTAL							

** Already received

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	Pacific Highway South	Plans in Preparation	X
		P.S.E. Complete	
LOCATION	South 216th Street to Kent-Des Moines Road		

JUSTIFICATION:

The project has been identified in the City's Comprehensive Transportation Plan as a high priority improvement. Three primary reasons why this project should be done are: safety, economic development and aesthetics. Pacific Highway South is a major regional arterial within the City, and carries the largest volume of traffic moving through the City. It currently has only intermittent right-of-way improvements, such as curbs, gutters, and sidewalks. The overall milieu is rather harsh and bland aesthetically. This corridor also experiences the highest accident rate in the City. There are currently no signals between South 216th Street and Kent-Des Moines Road. Pedestrians must walk along the asphalt shoulder in most areas and experience cars weaving in and out of businesses from numerous undefined driveways. The corridor experiences significant delays due to congestion during peak-commute periods. The intersection with Kent-Des Moines Road can delay vehicles for several (up to 8) timing cycles at peak commute times.

The roadway needs significant upgrades to the mainline, feeder collectors and signalized intersections and also needs improvements to the transportation alternatives available (such as HOV lanes) to alleviate this congestion and to provide for future grow and economic development. The development of businesses along the corridor has been stagnant and would benefit from the improvements, just as the downtown business district has benefited from its recently completed improvements.

SCOPE OF WORK:

The improvements include widening of the roadway to seven lanes with curbs, gutters, drainage, sidewalks, undergrounding of some utilities, landscaping, signal upgrades including improved pedestrian crosswalks, improved bus zones and other pedestrian amenities. New signals at the intersections of South 224th Street and South 220th Street are also planned. A signal interconnect system will be installed to better coordinate signals and improve level of service. Existing approaches to the highway will be modified to improve turning radii and sight distancas. Driveways will be consolidated wherever possible to improve operations and safety.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	16th Avenue South Improvement (Phase 1)	Plans in Preparation	X
	Pedestrian Facilities	P.S.E. Complete	
LOCATION	South 260th Street to South 272nd Street		
DESCRIPTION:	Install curbs, gutters, sidewalks, enclosed drainage system, and bike lanes along both sides of the street. Improve the existing crosswalk and lighting, and install left turn lanes.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
DESIGN/ENG	175,343	175,343					
ADMIN (CITY STAFF)	204,641	25,881	178,760				
LAND	255,000	255,000					
BUILDINGS	0						
IMPROVEMENTS	4,200,000		4,200,000				
INSPECTION	525,000		525,000				
CONTINGENCY	818,250	60,000	758,250				
SALES TAX	0						
OTHER	0						
TOTAL	6,178,234	516,224	5,662,010				

FUNDING SOURCE	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
PWTF Loan (unconfirmed)	2,463,524		2,463,524				
TRAFFIC IMPACT FEES	204,641	25,881	178,760				
TIB (Confirmed)	134,859	134,859					
KING COUNTY (In Lieu)	313,710	271,484	42,226				
IN-LIEU FEES **	17,500		17,500				
Federal Way School District (Unconfirmed)	84,000	84,000					
TIB (Unconfirmed)	2,960,000		2,960,000				
TOTAL	6,178,234	516,224	5,662,010				

	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
OTHER							
TOTAL							

** Already received

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	16th Avenue South Improvement (Phase 1)	Plans in Preparation	X
	Pedestrian Facilities	P.S.E. Complete	
LOCATION	South 260th Street to South 272nd Street		

JUSTIFICATION:

The need for pedestrian facilities along 16th Avenue South is identified in the City's Comprehensive Transportation Plan and the Six-Year Transportation Improvement Plan. This area has been annexed into the City of Des Moines from King County. They had a similar project budgeted for this corridor. The money that King County had programmed for their project is being transferred to the City for the design and construction for our project. However, additional revenue is needed to construct a pedestrian facility project to our current street development standards. The 16th Avenue South corridor has numerous single-family developments that generate pedestrian traffic along the shoulder of the road. This corridor is used to access schools, parks, churches and shopping areas. 16th Avenue is currently classified as a minor arterial and is identified as a pedestrian walking route. Future growth along this important corridor will highlight the need for separated pedestrian facilities. This project also improves mobility and safety by adding left turn lanes, improving lighting and improving the crosswalk facility. This project also includes undergrounding utilities.

SCOPE OF WORK:

This project includes the consultant design and development of plans, specifications and estimates for the described work. It also includes the acquisition of any needed right of way or easements. The construction will be done by contractor and will include installation of curbs, gutters, sidewalks, planters, enclosed drainage system, retaining walls, a left turn lane, and bicycle lanes. Inspection will be done by consultant.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	Kent Des Moines Road	Plans in Preparation	X
		P.S.E. Complete	
LOCATION	16th Avenue South to 24th Avenue South		

DESCRIPTION: Install curbs, gutters and sidewalks along the north side of the street. Install bike lanes and planters where feasible. Provide additional left turn lanes if traffic analysis deems them appropriate.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
ADMIN (CITY STAFF)	250,739	25,000		117,052	108,687		
DESIGN/ENG	221,908	171,908		50,000			
LAND	350,000			350,000			
BUILDINGS							
IMPROVEMENTS	3,983,691				3,983,691		
INSPECTION	497,961				497,961		
CONTINGENCY	758,034	12,500		60,000	685,534		
SALES TAX							
OTHER							
TOTAL	6,062,334	209,408		577,052	5,275,874		

FUNDING SOURCE	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
TRAFFIC IMPACT FEES	2,052,762			470,000	1,582,762		
ARTERIAL STREET	316,460	209,408		107,052			
TIB (Confirmed)							
TIB (Unconfirmed)	3,693,112				3,693,112		
TOTAL	6,062,334	209,408		577,052	5,275,874		

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	Kent Des Moines Road	Plans in Preparation	X
		P.S.E. Complete	
LOCATION	16th Avenue South to 24th Avenue South		

JUSTIFICATION: The need for pedestrian facilities along Kent-Des Moines Road is identified in the City's Comprehensive Transportation Plan and the Six-Year Transportation Improvement Plan. The Kent-Des Moines corridor has numerous multi-family developments that generate pedestrian traffic along the shoulder of the road. Pedestrians use this route to access schools, churches, bus stops and shopping areas. The need for this project is evidenced by frequent hazards encountered by pedestrians from the rapidly moving traffic along the highway.

SCOPE OF WORK: This project includes the design, environmental analysis, permit documentation, and preparation of plans, specifications and estimates by a consultant. It also includes construction by a contractor of the following improvements: installation of curbs, gutters, and sidewalks on the north side of the street, widening the road with asphalt pavement where possible, installation of a closed drainage system, instellation of guardrail, installation of retaining walls, and installation of planters where feasible. Construction inspection will be done by a consultant.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Pacific Ridge Sidewalks	Plans in Preparation	
		P.S.E. Complete	
LOCATION	South 220th Street and South 224th Street		
DESCRIPTION:	Construct new curbs, gutters, and sidewalks on South 220th Street, between Pacific Highway South and I-5, and on South 224th Street, between Pacific Highway South and 30th Avenue South.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMIN (CITY STAFF)	7,154		7,154				
DESIGN/ENG	11,250		11,250				
LAND							
BUILDINGS							
IMPROVEMENTS	90,000		90,000				
INSPECTION	11,250		11,250				
CONTINGENCY	13,500		13,500				
OTHER							
TOTAL	133,154		133,154				

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
2002 CDBG (Confirmed)	133,154		133,154				
TOTAL	133,154		133,154				

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Pacific Ridge Sidewalks	Plans in Preparation	
		P.S.E. Complete	
LOCATION	South 220th Street and South 224th Street		

JUSTIFICATION: This project will provide new curbs, gutters and sidewalks where none currently exist. The new improvements will provide for safer pedestrian travel and will enhance the neighborhood aesthetics. The project will dovetail nicely into the new pedestrian facilities provided under the Pacific Highway South Redevelopment Project. South 220th Street and South 224th Street are primary pedestrian crossing areas for Pacific Highway South under the new plan. There will be new signals at the intersections of South 220th Street and South 224th Street with Pacific Highway South. The new sidewalks will help channel pedestrians to these new designated crosswalks.

SCOPE OF WORK: This project includes the consultant design and inspection and contracted construction of curbs, gutters, and sidewalks at the locations described.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Wesley Homes Pedestrian Signal	Plans in Preparation	
		P.S.E. Complete	
LOCATION	South 216th Street West of 11th Avenue South		
DESCRIPTION:	Construct a new Pedestrian signal to replace the obsolete signal on South 216th Street between the Wesley Homes complexes.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
ADMIN (CITY STAFF)	13,000	13,000					
DESIGN/ENG	6,250	6,250					
LAND							
BUILDINGS							
IMPROVEMENTS	50,000	50,000					
INSPECTION	6,250	6,250					
CONTINGENCY	7,500	7,500					
OTHER							
TOTAL	83,000	83,000					

FUNDING SOURCE	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
2002 CDBG (Confirmed)	59,774	59,774					
ARTERIAL STREETS	23,226	23,226					
TOTAL	83,000	83,000					

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Wesley Homes Pedestrian Signal	Plans in Preparation	
		P.S.E. Complete	
LOCATION	South 216th Street West of 11th Avenue South		

JUSTIFICATION: This project will replace the pedestrian signal between the Wesley Homes complexes on South 216th Street. The existing signal is obsolete and finding replacement reparts for the controller has become almost impossible.

SCOPE OF WORK: This project includes the consultant design and inspection and contracted construction of a new pedestrian signal and related hardware at the location described.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	S 216th St / 24th Ave S Traffic Signal	Plans in Preparation	X
		P.S.E. Complete	
LOCATION	S 216th St and 24th Ave S Intersection		

DESCRIPTION: Install a traffic signal, pedestrian signal, and illumination system. Improvements will also include curbs, gutters and sidewalks on the intersection corners. New channelization will be installed to accommodate traffic volumes and movements.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
DESIGN/ENG	16,380	16,380					
ADMIN (CITY STAFF)	25,000	25,000					
LAND	30,000	30,000					
BUILDINGS							
IMPROVEMENTS	320,000	320,000					
INSPECTION	40,000	40,000					
CONTINGENCY	60,957	60,957					
SALES TAX							
OTHER							
TOTAL	492,337	492,337					

FUNDING SOURCE	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
ARTERIAL STREET	176,838	176,838					
AIP Grant (confirmed)	285,102	285,102					
In-Lieu FEE (Developers) **	30,397	30,397					
TOTAL	492,337	492,337					

OPERATING COSTS							
PERSONNEL	57,978						
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL	57,978						

** Already received

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	S 216th St / 24th Ave S Traffic Signal	Plans in Preparation	X
		P.S.E. Complete	
LOCATION	S 216th St and 24th Ave S Intersection		

JUSTIFICATION: The need for signalization and additional left turn lanes is identified in the City's Comprehensive Transportation Plan and the Six-Year Transportation Improvement Plan. This intersection currently experiences very long traffic delays, LOS D as defined in the City's Comprehensive Transportation Plan, as well as a high number of accidents. Both the South 216th Street and the 24th Avenue South corridors are identified bicycle routes in the City's Comprehensive Transportation Plan. The intersection improvements will improve vehicular, bicycle and pedestrian safety along this corridor as well as help to reduce the length of delays. Both South 216th Street and 24th Avenue South have single and multi family developments that generate traffic along these roads. This corridor is used to access schools, parks and churches as well as Pacific Highway South. Future growth along these important corridors will augment the need for intersection improvements.

SCOPE OF WORK: This project includes the design, and preparation of plans, specifications and estimates by a consultant. Right of way acquisition will likely be required. Construction will be done by contractor and will include the following improvements: installation of new traffic signal and illumination, and installation of curbs, gutters and sidewalks on the corners. The construction inspection will be done by a consultant.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	North Twin Bridge	Plans in Preparation	
		P.S.E. Complete	
LOCATION	16th Avenue South		
DESCRIPTION:	Seismic retrofitting of the bridge and painting. Installation of sidewalks on the west side of the bridge.		

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
ADMIN (CITY STAFF)	99,642				13,000	86,642	
DESIGN/ENGR	104,288				104,288		
LAND							
BUILDINGS							
IMPROVEMENTS	834,300					834,300	
INSPECTION	104,288					104,288	
CONTINGENCY	156,432				15,643	140,789	
SALES TAX							
OTHER							
TOTAL	1,298,949				132,931	1,166,018	

FUNDING SOURCE	TOTAL	FY 04	FY 05	FY 06	FY 07	FY 08	FY 09
ARTERIAL STREET	129,895				13,293	116,602	
BRAC (Unconfirmed)	1,169,054				119,638	1,049,417	
TOTAL	1,298,949				132,931	1,166,018	

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Arterial Street	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	North Twin Bridge	Plans in Preparation	
		P.S.E. Complete	
LOCATION	16th Avenue South		

JUSTIFICATION: This is one of two bridges the City owns along 16th Avenue South. King County recently retrofitted the South Twin Bridge with sidewalks. The North Twin Bridge is a two-lane concrete box girder vehicle bridge that spans McSorley Creek. The bridge is a three-span cast-in-place box girder design constructed in 1951 and is 212 feet long with an overall average width of 28 feet. The center span is the longest span at approximately 80 feet. Twin square concrete columns with portal ties support the box girders. The bridge is in need of seismic retrofitting and painting. Pedestrian improvements are also needed to provide safe passage over the bridge.

CIP PROJECTS
SURFACE WATER CAPITAL FUND

			2004	2005	2006	2007	2008	2009
BEGINNING FUND BALANCE			**$ 643,688**	**$ 739,271**	**$ 548,712**	**$ 318,458**	**$ 202,885**	**$ 173,353**
LOCAL REVENUES								
Interest Income			$ 10,300	$ 14,100	$ 12,100	$ 7,700	$ 5,600	$ 3,100
Transfer from SWM operations			400,000	300,000	320,000	330,000	340,000	350,000
TOTAL LOCAL REVENUES			**$ 410,300**	**$ 314,100**	**$ 332,100**	**$ 337,700**	**$ 345,600**	**$ 353,100**
PROJECT REVENUES								
Bridge - WSDOT Fish Enhance		SWM-18	$ 200,000	$ -	$ -	$ -	$ -	$ -
Bridge - Basin Interlocals	*	SWM-18	4,743,200					
Bridge - Midway Sewer	*	SWM-18	388,600	-	-	-	-	-
Bridge - Seattle Public Utility	*	SWM-18	450,800	-	-	-	-	-
Des Moines Creek - Basin Interlocal	*	SWM-26	452,250	963,400	215,650	-	-	-
McSorley Creek Basin - WRIA 9/other	*	SWM-29		50,000	-	-	-	-
Barnes Creek Detention - PWTF Loan	*	SWM-06		806,550	264,595	-	-	-
KDM/Barnes Creek Culvert - Fish Grant	*	SWM-12			200,000	-	-	-
Lower Massey Creek Channel	*	SWM-01					300,000	
TOTAL PROJECT REVENUES			**$ 6,234,850**	**$ 1,819,950**	**$ 680,245**	**$ -**	**$ 300,000**	**$ -**
*These grants and/or loans need to be applied for.								
TOTAL REVENUES & FUND BALANCE			**$ 7,288,838**	**$ 2,873,321**	**$ 1,561,057**	**$ 656,158**	**$ 848,485**	**$ 526,453**
PROJECT EXPENSES								
Marine View Drive Bridge		SWM-18	$ 5,882,600	$ -	$ -	$ -	$ -	$ -
Des Moines Creek Basin Projects		SWM-26	507,700	1,081,500	242,100	-	-	-
Woodmont Culvert/Overflow		SWM-30	143,600	-	-	-	-	-
McSorley Creek Basin Plan		SWM-29		100,000				
Barnes Creek Detention Facility/Culvert		SWM-06	-	1,008,150	330,795	-	-	-
Barnes Creek/KDM Rd. Culvert Repl.		SWM-12		78,500	595,530	-	-	-
199th N Hill Trunk Line		SWM-20				280,170		
Lower Massey Creek Channel		SWM-01				100,000	603,100	-
North Hill NE Trunkline Project		SWM-32						387,800
TOTAL PROJECT EXPENSES			**$ 6,533,900**	**$ 2,268,150**	**$ 1,168,425**	**$ 380,170**	**$ 603,100**	**$ 387,800**
DEBT SERVICE EXPENSES								
State Revolving Loan #2-Barnes Creek (Design)		SWM-06	$ 15,667	$ -	$ -	$ -	$ -	$ -
PWTF Loan - Barnes Creek Detention		SWM-06		56,459	74,174	73,103	72,032	70,960
TOTAL DEBT EXPENSES			**$ 15,667**	**$ 56,459**	**$ 74,174**	**$ 73,103**	**$ 72,032**	**$ 70,960**
TOTAL EXPENSES			**$ 6,549,567**	**$ 2,324,609**	**$ 1,242,599**	**$ 453,273**	**$ 675,132**	**$ 458,760**
ENDING FUND BALANCE			**$ 739,271**	**$ 548,712**	**$ 318,458**	**$ 202,885**	**$ 173,353**	**$ 67,693**
UNRESERVED FUND BALANCE			**$ 739,271**	**$ 548,712**	**$ 318,458**	**$ 202,885**	**$ 173,353**	**$ 67,693**
AMOUNT OF PROJECT FUNDED BY SWM								
Marine View Drive Bridge		SWM-18	$ 100,000	$ -	$ -	$ -	$ -	$ -
Des Moines Creek Basin Projects		SWM-26	55,450	118,100	26,450	-	-	-
Woodmont Drive Culvert/Overflow		SWM-30	143,600	-	-	-	-	-
McSorley Creek Basin Plan		SWM-29		50,000				
Barnes Creek Detention Facility/Culvert		SWM-06	-	201,600	66,200			
Barnes Creek/KDM Rd. Culvert Repl.		SWM-12		78,500	395,530			
199th N Hill Trunk Line		SWM-20				280,170		
Lower Massey Creek Channel		SWM-01				100,000	303,100	
State Revolving Loan #2-Barnes Creek (Design)		SWM-06	15,667					
North Hill NE Trunkline Project		SWM-32						387,800
PWTF Loan ($1,071,145), Barnes Creek Detention		SWM-06		56,459	74,174	73,102	72,031	70,960
TOTAL FUNDED BY SWM			**$ 314,717**	**$ 504,659**	**$ 562,354**	**$ 453,272**	**$ 375,131**	**$ 458,760**

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	SWM-18
CATEGORY	Surface Water Management	PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	Marine View Drive Bridge	Plans in Preparation	X
		P.S.E. Complete	
LOCATION	Des Moines Creek below Marine View Drive		
DESCRIPTION:	Removal of a portion of the existing embankment material and existing culvert and a 62-foot section of Marine View Drive and construct a multi-use access corridor for Des Moines Creek, the trail and the proposed sewer outfall.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
* Administration	79,200	79,200					
DESIGN/ENG	100,000	100,000					
LAND	0						
BUILDINGS	0						
IMPROVEMENTS	4,077,000	4,077,000					
INSPECTIONS	523,500	523,500					
CONTINGENCY	661,900	661,900					
SALES TAX	0						
SEATTLE PUBLIC UTILIT	441,000	441,000					
TOTAL	5,882,600	5,882,600					

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
SWM CIP	100,000	100,000					
***WSDOT 509/DMC Basi	4,743,200	4,743,200					
Seattle Public Utility	450,800	450,800					
Midway Sewer District	388,600	388,600					
WSDOT Fish Enhanceme	200,000	200,000					
Bridge ISTEA	0						
Trail ISTEA	0						
King County Open Space	0						
TOTAL	5,882,600	5,882,600					

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL	12,500		5,000	2,500	2,500	2,500	
SUPPLIES	2,500		1,000	500	500	500	
UTILITIES	0						
CAPITAL	0						
EQUIPMENT	3,750		1,500	750	750	750	
TOTAL	18,750		7,500	3,750	3,750	3,750	0

*** These funds do not include Des Moines' contribution to the ILA. Total contribution to the Des Moines Creek Basin Plan ILA #4 is $300,000 - $100,000 is shown as being contributed to the bridge (SWM CIP) and $200,000 is shown contributed to the Des Moines Creek Basin projects, Project #SWM-26. Total contribution from Des Moines for the bridge is $120,503 or 1.9% of the cost of the project.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	SWM-18
CATEGORY	Surface Water Management	PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	Marine View Drive Bridge	Plans in Preparation	X
		P.S.E. Complete	
LOCATION	Des Moines Creek below Marine View Drive		

DESCRIPTION: Removal of a portion of the existing embankment material and existing culvert and a 62-foot section of Marine View Drive and construct a multi-use access corridor for Des Moines Creek, the trail and the proposed sewer outfall.

JUSTIFICATION: The Des Moines Creek Park is undeveloped and is the largest park in the Des Moines Creek Watershed. The Park forms a deep vegeteted ravine through which the stream flows for nearly two miles through the City of SeaTac and the City of Des Moines and finally empties to the Puget Sound via Des Moines Beach Park.

The stream flows unrestricted (from the upper reaches south of SeaTac Airport) until the creek is conveyed through a 4-foot by 6-foot concrete box culvert that was build under embankment fill for the existing Marine View Drive (SR 209). This embankment is approximately 60-feet high and currently separates Des Moines Beach Park from Des Moines Creek Park.

Due to the development of SeaTac Airport and other urban development, the existing culvert can no longer convey the park storms (backwater occurs between the 2 and 10 year frequency storms) and acts as a high velocity fish barrier (in all conditions). Constructed in 1950, the culvert is now dilapidated and needs to be repairs or replaced.

SCOPE OF WORK: The proposed bridge project will serve as a multi-purpose corridor for the connecting trail systems beetween Des Moines Creek Park and Des Moines Beach Park, and enable fish passage to the upper reaches of the creek. The bridge will also serve as a utility corridor for the Midway Sewer District's proposed sewer outfall. The length of the bridge corridor is approximately 260 feet and will be composed of drilled piles covered with shotcrete. A scoping report, prepared in 1996 was conducted to determine minimum dimensions to conver a 100 year stom, meet the Fish Passage Design Criteria under the Hydraulic Code, meet minimum clearance, safety and ADA standards for the trial access, and inclusion of a corridor for the sewer trunk line. The design concept was finalized in 1997 following the completion of a geotechnical and hydraulic analysis and the preparation of the preliminary bridge design. The concept provides for a 62-foot corridor (abutment to abutment) that will allow a 20-foot wide pedestrian trail and a 42-foot wide stream channel with benk protection areas.

The project is proposed to be built in two phases. The first phase will include building the bridge superstructure and bridge abutments along with all of the utility relocaitons and road work within Marine View Drive. The second phase will include building the corridor wing walls, excavation of the embankment below the bridge, connection of Midway Sewer Dirstrict's outfall pipe, connection of the Des Moines Creek trail, and stream work including weirs, fish habitat features and landscaping. Over 100 piles will be drilled for the bridge abutments and wing walls. The bridge superstrucuture will be made of girders made of pre-cast concrete and a cast in-place concrete deck. Approximately 25,000 cubic yards of road embankment will be removed. Upon excavation, the drilled piles will be coated with textures and tinted concrete shotcrete to simulate a natural soil outcrop. Between the abutments, conrete struts will be added to provide structural support of the bridge structure.

The current plan is to build both phases sequentially and using the same contractor in 2004, however, depending on the project schedule and timing with the project permits and utility conflicts, the second phase may be build in 2005.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

PROJECT NO.	SWM-26
PROJECT STATUS:	
Preliminary Estimate	X
Plans in Preparation	
P.S.E. Complete	

CATEGORY Surface Water Management

PROJECT Des Moines Creek Basin Projects

LOCATION Des Moines Creek Basin

DESCRIPTION: Construction of a 150-foot acre detention facility at Tyee Gold Course, modification of an abandoned sewer line for use as a high flow storm bypass, development of a flow augmentation well, and habitat improvements along Des Moines Creek.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BASIN PLAN - ILA#1	0						
PRE-DESIGN - ILA#2	0						
DESIGN - ILA#3	0						
LAND	0						
BUILDINGS	0						
**IMPROVEMENTS	1,666,600	461,500	983,200	221,900			
INSPECTION (Incl.)	0						
CONTINGENCY	164,700	46,200	98,300	20,200			
SALES TAX	0						
OTHER	0						
TOTAL	1,831,300	507,700	1,081,500	242,100			

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
***SWM CIP	200,000	55,450	118,100	26,450			
Grants/Loans (TBD)	1,631,300	452,250	963,400	215,650			
TOTAL	1,831,300	507,700	1,081,500	242,100			

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL	8,000				4,000	4,000	
SUPPLIES	4,000				2,000	2,000	
EQUIPMENT	2,000				1,000	1,000	
TOTAL	14,000				7,000	7,000	

** The total Des Moines contribution for the projects, which includes planning, pre-design, design and contruction is $301,896 which is approximately 2.0% of the totel construction cost of the projects. For construction, Des Moines' contribution is $200,000 or 1.5% of the estimated $413,520,000 cost of the projects.

*** The cost shown represents 15% of the total cost of the projects, which is based on the proportion of area of impervious surface within the Des Moines city limits within the drainage basin.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	SWM-26
CATEGORY	Surface Water Management	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Des Moines Creek Basin Projects	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Des Moines Creek Basin		

DESCRIPTION: Construction of a 150-foot acre detention facility at Tyee Gold Course, modification of an abandoned sewer line for use as a high flow storm bypass, development of a flow augmentation well, and habitat improvements along Des Moines Creek.

JUSTIFICATION: These projects were identified in the Des Moines Creek Basin Plan as part of the recommendations for obtaining a stable flow regime for Des Moines Creek. Due to high urban development, the Creek is currently experiencing a high degree of erosion in the upper portions of the creek and sedimentation in the lower portions. Floods of a magnitude that used to occur, on average, every 100 years now are every two years.

To achieve the stable flow regime, the Plan recommends a combination of a regional detention facility and using the soon to be abandoned 24-inch Midway Sewer District trunkline and outfall pipe to the Sound for use as a high flow bypass. To create the regional facility, a berm would be constructed across the west stem of the creek. The height of the berm would enable an additional 150 acre-feet of storm water to be stored during peak flow conditions. Peak flows would be metered out through a control structure that leads to the proposed bypass pipe.

SCOPE OF WORK: Modifications to an existing water well that is serving the Tyee Golf Course would be needed to augment the low flow conditions of the Creek during the summer months. This would also help lower the high temperatures of the water that ocurs during the summer months.

Following the installation of the above mentioned facilities, several large habitat improvements are recommended along the Creek to further fish passage, stabilize the stream banks, and to provide spawning areas for the fish.

The construction for the projects is phased over a period of three years.

The 150 acre-foot Detention Facility Improvements include constructing a 12-foot high berm across the west stem of Upper Des Moines Creek (at the Tyee Golf Course area) along with excavating 150,000 to 200,000 cubic yards of unsuitable material, reconstruction of existing wetlands with FAA approved vegetation, and regrading of the creek channel from the detention facility to 200th Street.

The Bypass Pipeline improvements involve constructing a diversion pipe from the Northwest Ponds outle structure to the existing pipeline, constructing a 500-foot section of 24-inch pipe below S. 200th, in a reach where the sewer line is not being abandoned, constructing a 2,800-foot section of 24-inch pipe to re-route around the Midway Sewer Plant, and modifications to the abandoned outfall diffuser to allow free flow during major storm events.

The Flow Augmentation Facility includes drilling a new water well or salvaging an existing well, activation pump to control water withdrawal during the dry summer months, and a pump house.

Habitat improvements includes installing a bio-engineered riparian vegetation to stabilize banks and to provide stream shade, stream features such as anchored woody debris, boulders, tree stumps replacements of concrete weirs that are obstructing fish passage with rock weirs, placement of several rock deflectors to control stream path and to create spawning pools, and placement of fish complexes for spawning.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	SWM-31
CATEGORY	Surface Water Management	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Marine View Drive - Woodmont Drive Culvert	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Between Marine View Drive/S. 265th and Woodmont Beach Road Drive		
DESCRIPTION:	Replacement construction of a culvert outfall pipe leading from Marine View Drive to Woodmont Drive		

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
DESIGN/ENG	21,000	21,000					
LAND	0						
IMPROVEMENTS	70,000	70,000					
INSPECTION	10,500	10,500					
CONTINGENCY	33,150	33,150					
SALES TAX	8,950	8,950					
TOTAL	143,600	143,600					

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
SWM CIP	143,600	143,600					
TOTAL	143,600	143,600					

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	SWM-31
CATEGORY	Surface Water Management	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Marine View Drive - Woodmont Drive Culvert	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Between Marine View Drive/S. 265th and Woodmont Beach Road Drive		
DESCRIPTION:	Replacement construction of a culvert outfall pipe leading from Marine View Drive to Woodmont Drive		

JUSTIFICATION: In the winter of 2002, street crews noticed a minor landslide developing on the south shoulder at the hairpin curve of Marine View Drive and S. 265th Place. The guardrail was beginning to slump as well. Upon investigation of the area by SWM staff, the cause was determined as a connection failure where the culvert below Marine View Drive connects into a manhole structure. The culvert (a corrugated meta pipe (CMP)) had been severely corroded and the manhole structure was also failing. Further investigat of the outfall, the CMP pipe leading over a 90-foot high bank (to Woodmont Beach Road Drive), was al severely corroded and much of the flow was not staying in the pipe but was eroding out the bank near the bottom. Further erosion could potentially cause a major landslide and/or wash out the road below.

SCOPE OF WORK: The project proposes to replace the 80-foot culvert below Marine View Drive (and add a trash rack), replace the manhole structure and abandon or remove the existing 250-foot outfall pipe. The project w include the installation of 1,600 feet of 18-inch pipe, 6 catch basins, 4 manholes, plus road restoration and an energy dissipater (rock pad) at the outlet to Woodmont Creek.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	SWM-29
CATEGORY	Surface Water Management	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	McSorley Creek Basin Plan	Plans in Preparation	
		P.S.E. Complete	
LOCATION	McSorley Creek		
DESCRIPTION:	Development of a multi-jurisdictional comprehensive basin plan. Elements would include a habitat/fish management plan, flow modeling, wetland inventory, identification of problems and prioritization.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
DESIGN/ENG	90,000		90,000				
LAND	0						
BUILDINGS	0						
IMPROVEMENTS	0						
INSPECTION	0						
CONTINGENCY	10,000		10,000				
SALES TAX	0						
OTHER	0						
	0						
TOTAL	100,000		100,000				

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
SWM CIP	50,000		50,000				
WRIA 9/Other (TBD)	50,000		50,000				
	0						
	0						
	0						
TOTAL	100,000		100,000				

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	SWM-29
CATEGORY	Surface Water Management	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	McSorley Creek Basin Plan	Plans in Preparation	
		P.S.E. Complete	
LOCATION	McSorley Creek		

DESCRIPTION: Development of a multi-jurisdictional comprehensive basin plan. Elements would include a habitat/fish management plan, flow modeling, wetland inventory, identification of problems and prioritization.

JUSTIFICATION: This is a proposed joint project with the Cities of Kent and Federal Way (and possibly Seattle) for the purpose of preserving and restoring what remains of the natural drainage system and associated sensitive areas so that beneficial uses can be enhanced. The total cost of the project is estimated at $200,000. The cost per jurisdiction, will be based on service area of the basin - currently estimated at 50% Des Moines, 30% Kent and 20% Federal Way. The project will be supplemented by Central Puget Sound Forum funds ($25,000). The City of Kent is also requesting funds from The Green River Forum.

Some information currently exists, when the north fork of the creek was studied in 1989. Other information is also available from the King County basin study of Hylebos Creek, completed in 1991, which also included other nearby Puget Sound drainages, including McSorley Creek, Redondo Creek, Woodmont Creek and Cold Creek. However, a more comprehensive study needs to be performed on McSorley Creek, being that this creek contains salmonoids and high-class wetlands exist at the headwaters of the north fork (Parkside wetland) and the main stem (272nd wetland). Information lacking from the previous studies are a stream habitat survey and analysis, a geomorphology analysis (the study of the channel conditions, streambed, banks, ravine slopes and stability), and an inventory of existing wetlands, as well as documenting current conditions of those wetlands and recommendations for protection and enhancement.

SCOPE OF WORK:

1. Wetland Inventory
2. Stream Habitat Survey and Analysis
3. Fish Inventory and Management Plan
4. Water Quality Review
5. Stream HSPF Modeling and analysis of current and future flows.
6. Identify flooding/water quality/infrastructure problems
7. Provide a prioritized project list along with planning level design and cost estimates

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	SWM-06,08
CATEGORY	Surface Water Management	PROJECT STATUS:	
		On hold at 90% design level	
PROJECT	Barnes Creek Detention Facility/	until additional funding is	
	223rd Culvert Replacement	identified.	
LOCATION	Barnes Creek between S. 222nd Street and S. 223rd Street		
DESCRIPTION:	Construction of a regional 5.0 acre-foot biofiltration wetland and detention facility.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
FACILITY PLAN	0						
DESIGN/ENG	82,700		82,700				
LAND	0						
BUILDINGS	0						
IMPROVEMENTS	896,250		628,750	267,500			
INSPECTION	109,300		91,800	17,500			
CONTINGENCY	179,500		146,200	33,300			
SALES TAX	71,195		58,700	12,495			
	0						
TOTAL	1,338,945		1,008,150	330,795			

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
SWM CIP	267,800		201,600	66,200			
SRL Loan #1	0						
SRL Loan #2	0						
PWTF 2% (Uncnfmd)	1,071,145		806,550	264,595			
	0						
	0						
TOTAL	1,338,945		1,008,150	330,795			

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL	15,000				10,000	5,000	
SUPPLIES	3,750				2,500	1,250	
UTILITIES	0						
CAPITAL	0						
EQUIPMENT	1,800				1,200	600	
TOTAL	20,550				13,700	6,850	

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	SWM-06,08
CATEGORY	Surface Water Management	PROJECT STATUS:	
		On hold at 90% design level	
PROJECT	Barnes Creek Detention Facility/	until additional funding is	
	223rd Culvert Replacement	identified.	
LOCATION	Barnes Creek between S. 222nd Street and S. 223rd Street		

DESCRIPTION: Construction of a regional 5.0 acre-foot biofiltration wetland and detention facility.

JUSTIFICATION: This project is proposed at the headwaters of Barnes Creek between 222nd Street and 223rd Street, between 12th Avenue S. and 14th Avenue S. This facility will reduce peak storm flows in Barnes Creek thereby minimizing local flooding as well as reduce peak flows in the lower sections of Massey Creek. The reduction of peak flows will alleviate some of the flooding and erosion, as well as water quality and fish problems in the drainage basin. This project will replace a badly degraded wetland with forested wetlands, emergent marshes, open water areas and upland buffer areas. The existing wetland will increase fecal coliform bacteria, sediment, dissolved metals and petroleum.

A Facility Plan was prepared and completed in 1998. All necessary land has been purchased. Plans and specifications are 90% complete. Permits need to be obtained.

SCOPE OF WORK:

1. Excavation and removal of approximately 30,000 cubic yards of unsuitable material.
2. Detention embankment work and retaining walls.
3. Installation of flow control structures and emergency spillway.
4. Construction of access roads from 222nd St. and 223rd St. for maintenance.
5. Construction of 1.8 acres of wetlands with marsh plants, trees, emergents and brushes.
6. 300 feet of storm drainage piping.
7. 2000 feet of fencing.
8. Installation of a 3-foot by 4-foot concrete culvert across 223rd Street along with road restoration.
9. Day lighting 150 feet of creek along the north side of 223rd Street.
10. Landscaping along the perimeter of the facility and gravel pedestrian access way along the west side of the facility (along with interpretive signage).

Engineering costs include work needed to acquire all necessary permits and design work needed to complete the plans and specifications and prepare the project for bids.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

CATEGORY	Surface Water Management	PROJECT NO.	SWM-12
		PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Barnes Creek/Kent-Des Moines Road Culvert Replacement	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Barnes Creek at Kent Des Moines Road		
DESCRIPTION:	Replacement of the existing culvert with a new 42-inch diameter concrete culvert. An energy dissipater structure will be installed at the downstream end of the culvert.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
DESIGN/ENG	71,000		71,000				
LAND	0						
BUILDINGS	0						
IMPROVEMENTS	370,000			370,000			
INSPECTION	55,500			55,500			
CONTINGENCY	144,930		7,500	137,430			
SALES TAX	32,600			32,600			
	0						
	0						
TOTAL	674,030		78,500	595,530			

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
SWM CIP	474,030		78,500	395,530			
Fish Passage Grant (TBD	200,000			200,000			
	0						
	0						
	0						
TOTAL	674,030		78,500	595,530			

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	SWM-12
CATEGORY	Surface Water Management	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Barnes Creek/Kent-Des Moines Road	Plans in Preparation	
	Culvert Replacement	P.S.E. Complete	
LOCATION	Barnes Creek at Kent Des Moines Road		

DESCRIPTION: Replacement of the existing culvert with a new 42-inch diameter concrete culvert. An energy dissipater structure will be installed at the downstream end of the culvert.

JUSTIFICATION: This culvert replacement is needed to convey peak predicted flows without overtopping Kent-Des Moines Road. At this point a new 42 to 48-inch reinforced concrete pipe culvert is planned to replace the existing undersized culvert. However, the new pipe size will need to be designed to meet the current Hydraulic Code to allow both high and low flow fish passage. An energy dissipater will be included at the downstream end of the culvert (with a fish ladder). This project was identified in the Lower Massey Creek Basin Plan and Alternative Analysis.
The timing of this project will be based on the outcome of a culvert survey made in 2004 to determine the condition of the culvert.

SCOPE OF WORK: Project improvements will include the installation of 80 to 100 feet of 48-inch or 60-inch diameter or possibly the construction of a box culvert, depending on the method of construction and current fisheries requirements. Due to the depth of culvert and the high traffic of Kent-Des Moines Road, use of boring or other trench-less technology will need to be explored. Due to the dramatic elevation change from upstream and downstream and the need to moderate velocity for fish passage, a special energy dissipater and/or fish ladder may be needed at the culvert outlet.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	SWM-20
CATEGORY	Surface Water Management	PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	199th North Hill Trunk line	Plans in Preparation	
		P.S.E. Complete	X
LOCATION	Between 1st Avenue and 4th Avenue S., North Hill Area		
DESCRIPTION:	Upgrading 1,300 feet of 12, 15 and 18-inch pipe with a 24-inch trunk line.		

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS	185,240				185,240		
INSPECTION	27,830				27,830		
CONTINGENCY	51,150				51,150		
SALES TAX	15,950				15,950		
OTHER							
TOTAL	280,170				280,170		

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
SWM CIP	280,170				280,170		
TOTAL	280,170				280,170		

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	SWM-20
CATEGORY	Surface Water Management	PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	199th North Hill Trunk line	Plans in Preparation	
		P.S.E. Complete	X
LOCATION	Between 1st Avenue and 4th Avenue S., North Hill Area		
DESCRIPTION:	Upgrading 1,300 feet of 12, 15 and 18-inch pipe with a 24-inch trunk line.		

JUSTIFICATION: The existing 199th trunk line was reviewed for capacity in the Normandy Park Comprehensive Plan - Normandy Creek/Upper Basin. The trunk line was found to be undersized (for most storms) for 700 feet of the length and aged for the remaining sections and does not meet current design standards. The increased size will alleviate local flooding that occurs in Upper Basin of Normandy Creek.

SCOPE OF WORK: The project includes the placement of 1,315 feet of 24-inch diameter storm piping and 9 manhole structure along with required trench shoring for trenches more than 4 feet deep and pavement restoration work and traffic control. This project will require coordination with the City of Normandy Park for a right-of-way permit for 1st Avenue where on the west side the new system must connect to the existing drainage system. This project also involves drainage work with drainage easements within private property and will require landscape restoration and fencing (as needed).

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	SWM-01
CATEGORY	Surface Water Management	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Lower Massey Creek Channel Modifications	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Massey Creek from 10th Avenue S to Marine View Drive		
DESCRIPTION:	Stream channel widening, berms and fish habitat features.		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG	90,800				90,800		
LAND	0						
BUILDINGS	0						
IMPROVEMENTS	437,500					437,500	
INSPECTION	65,600					65,600	
CONTINGENCY	109,200				9,200	100,000	
SALES TAX	0						
OTHER	0						
	0						
TOTAL	703,100				100,000	603,100	

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
SWM CIP	403,100				100,000	303,100	
GRANTS/OTHER	300,000					300,000	
	0						
TOTAL	703,100				100,000	603,100	

OPERATING COST	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	SWM-01
CATEGORY	Surface Water Management	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Lower Massey Creek Channel Modifications	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Massey Creek from 10th Avenue S to Marine View Drive		
DESCRIPTION:	Stream channel widening, berms and fish habitat features.		

JUSTIFICATION: This project involves widening the Massey Creek Channel between 10th Avenue South and Marine View Drive and berming the north side of the stream. Existing vegetation will be removed and replaced with "controlled riparian" vegetation. In addition, fish habitat, spawning gravel, eddy pools, bushes, shrubs and shade trees will be added to improve water quality and fish resources. The finished project will alleviate flooding in that section of Massey Creek and restore a "fish friendly" and aesthetic stream-like quality to Massey Creek. The land has already been purchased in 1998. This project was listed in the Massey Creek Basin Plan and Lower Massey Creek Flood Alternative Analysis.

SCOPE OF WORK:
1. Stream bank modifications from 10th Avenue S to Marine View Drive.
2. Approximately 300 feet of berm on the north bank.
3. Installation of 10-12 anchored log weirs and bank logs for erosion control.
4. Development of a meandering stream, riffle pools, and spawning gravel within the land acquisition area.
5. Installation of retaining walls along the narrow or confined areas of the channel next to Kent-Des Moines Road.
6. Removal of existing bank vegetation and replace with low maintenance, controlled vegetation (brush and trees).

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	SWM-32
CATEGORY	Surface Water Management	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	North Hill Northeast Trunkline Project	Plans in Preparation	
		P.S.E. Complete	
LOCATION	North Hill		

DESCRIPTION: Replacement of the approximately 1,200 feet of existing trunkline along 3rd Avenue S between S. 193rd St and S. 196th Street.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
DESIGN/ENG	44,700						44,700
LAND	0						
IMPROVEMENTS	223,400						223,400
INSPECTION	33,500						33,500
CONTINGENCY	66,500						66,500
SALES TAX	19,700						19,700
	0						
	0						
TOTAL	387,800						387,800

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
SWM CIP	387,800						387,800
	0						
	0						
	0						
	0						
TOTAL	387,800						387,800

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL	0						
SUPPLIES	0						
UTILITIES	0						
CAPITAL	0						
EQUIPMENT	0						
TOTAL	0	0	0	0	0	0	0

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	SWM-32
CATEGORY	Surface Water Management	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	North Hill Northeast and 197th Street Trunkline Projects	Plans in Preparation	
		P.S.E. Complete	
LOCATION	North Hill		

DESCRIPTION: Replacement of the approximately 1,250 feet of existing trunkline along 3rd Avenue S between S. 193rd St and S. 196th Street and 350 feet of existing trunkline along 199th Street east of 4th Avenue South.

JUSTIFICATION: About 1,600 feet of concrete pipe in the North Hill area needs to be replaced or upgraded due to pipes being undersized, pipe slopes being reversed (does not allow gravity flow), and in some ceses the pipes are at their expected design life. A section of pipe known as the Northeast Trunkline is located between 193rd Street and 197th Street and between 4th Avenue and 3rd Avenue. This trunkline collects runoff from the drainage basin that includes the Westwood and Forest Meadows developments and connects to the proposed 199th Trunkline Project. The 197th Trunkline Project includes a 350 foot section of pipe along 199th Street that will connect to the recently completed 204th Avenue Trunkline. Studies of the North hill Trunlines show that these sections are inadequete to carry the 2 through 10 year design flows (under both gravity and pressure flow conditions) - the standard is to carry a 25 year frequency storm without overtopping.

SCOPE OF WORK: Northeast Trunkline:

625 feet of 18-inch pipe
625 feet of 24-inch pipe
5 type I catch basins
9 type II manholes
2700 cubic yards of backfill
shoring
traffic control
1,250 feet of half street overlay
6300 sf of road patch

CIP PROJECTS
MARINA CAPITAL FUND

		2004		2005		2006		2007		2008		2009
BEGINNING FUND BALANCE	$	3,845,245	$	1,761,081	$	685,131	$	4,830,840	$	995,940	$	257,700
LOCAL REVENUES												
Interest Earnings	$	41,700	$	26,300	$	79,500	$	95,100	$	15,100	$	123,400
Bond Proceeds						6,900,000						6,600,000
Transfer From Marina Revenue Fund		382,628		468,628		469,228		1,027,056		1,029,001		1,031,156
TOTAL LOCAL REVENUES	$	424,328	$	494,928	$	7,448,728	$	1,122,156	$	1,044,101	$	7,754,556
PROJECT REVENUES												
IAC Grant - Guest Moorage (Unconfirmed)	$	34,250	$	34,250	$	-	$	-	$	-	$	-
IAC Grant - North Seawall and Sidewalk (Unconfirmed)				98,500								
BIG Grant - Seawall and Sidewalk to N Dock (Unconfirmed)						440,000		440,000				
TOTAL PROJECT REVENUES	$	34,250	$	132,750	$	440,000	$	440,000	$	-	$	-
TOTAL REVENUES & FUND BALANCE	$	4,303,823	$	2,388,759	$	8,573,859	$	6,392,996	$	2,040,041	$	8,012,256
PROJECT EXPENSES												
Dry Stack Storage	$	1,060,106	$	-	$	130,300	$	-	$	-	$	-
Expanded Guest Moorage Phase I		245,000		340,000		-		-		-		-
North Seawall and Sidewalk		-		985,000						-		-
New Decking H to N		98,458		50,000		50,000		-		-		-
Expanded Guest Moorage Phase II		-		-		2,200,000		2,200,000		-		-
Commercial Building		-		-		250,000		-		-		-
Power Distribution System		681,550		-		-		-		-		-
Seawall Replacement Project, N to I Dock		-		-				1,610,000		-		-
Seawall Replacement Project, H to A Dock		-		-		-		-		893,340		506,660
N Dock Electrical Wiring		50,000										
South Marina Restroom Upgrade		25,000		-		-		-		-		-
South Marina Restroom Replacement		-		-		-		250,000		-		-
Floating Dock Replacement and Reconfiguration Phase I		-		-		-		450,000		-		-
Building Repairs-Restaurant and Boat Yard		50,000		-		-		-		-		-
TOTAL PROJECT EXPENSES	$	2,210,114	$	1,375,000	$	2,630,300	$	4,510,000	$	893,340	$	506,660
DEBT SERVICE EXPENSES												
Debt Service #1	$	332,628	$	328,628	$	329,228	$	329,278	$	328,753	$	332,628
Debt Service #2								557,778		560,248		558,528
Bond Issuance Costs						221,816						212,176
Debt Reserve						561,675						536,588
TOTAL DEBT EXPENSES	$	332,628	$	328,628	$	1,112,719	$	887,056	$	889,001	$	1,639,920
TOTAL EXPENSES	$	2,542,742	$	1,703,628	$	3,743,019	$	5,397,056	$	1,782,341	$	2,146,580
ENDING FUND BALANCE	$	1,761,081	$	685,131	$	4,830,840	$	995,940	$	257,700	$	5,865,676
Reserved for Bond Proceeds		(1,716,145)		(473,895)		(4,400,104)		(351,872)		-		(5,344,576)
UNRESERVED FUND BALANCE	$	44,936	$	211,236	$	430,736	$	644,068	$	257,700	$	521,100
PORTION OF PROJECTS FUNDED BY FUND BALANCE												
Dry Stack Storage	$	106,286	$	-	$	-	$	-	$	-	$	-
South Marina Restroom Upgrade		25,000										
Building Repairs-Restaurant and Boat Yard		50,000										
Seawall Replacement Project H to A Dock										541,468		
N Dock Electrical wiring		50,000										
South Marina Restroom Replacement								21,768				
TOTAL USE OF FUND BALANCE	$	231,286	$	-	$	-	$	21,768	$	541,468	$	-
PORTION OF PROJECTS FUNDED BY BOND PROCEEDS												
Dry Stack Storage	$	953,820	$	-	$	130,300	$	-	$	-	$	-
Electrical Upgrades M & N Docks		681,550										
Expanded Guest Moorage		210,750		305,750		-		-		-		
North Seawall & Sidewalk				886,500								
New Decking H to N		98,458		50,000		50,000		-		-		
Expanded Guest Moorage						1,760,000		1,760,000				
Commercial Building						250,000						
Seawall Replacement Project H to A Dock										351,962		506,660
Seawall Replacement Project N to I Dock								1,610,000				
South Marina Restroom Replacement								228,232				
Floating Dock replacement								450,000				
TOTAL USE OF BOND PROCEEDS	$	1,944,578	$	1,242,250	$	2,190,300	$	4,048,232	$	351,962	$	506,660

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	Dry Stack Boat Storage	Plans in Preparation	X
		P.S.E. Complete	
LOCATION	Marina - Along Cliff Avenue		
DESCRIPTION:	Construction of a new dry stack boat storage facility.		

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG	97,750	97,750					
LAND	0						
BUILDINGS	682,920	682,920					
IMPROVEMENTS	90,900	90,900					
INSPECTION							
CONTINGENCY							
SALES TAX							
CONSTRUCTION MGMT							
PERMITS							
OTHER	138,836	8,536		130,300			
EQUIPMENT	180,000	180,000					
TOTAL	1,190,406	1,060,106		130,300			

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BONDS PROCEEDS	1,084,120	953,820		130,300			
FUND 404	106,286	106,286					
TOTAL	1,190,406	1,060,106		130,300			

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	
PROJECT	Dry Stack Boat Storage	Plans in Preparation	X
		P.S.E. Complete	
LOCATION	Marina - Along Cliff Avenue		

DESCRIPTION: Construction of a new dry stack boat storage facility.

JUSTIFICATION: Dry stack units have been operating in the Puget Sound region for some time and they are becoming more popular now that the technology exists to store and launch boats in the 24- to 30 foot range. Dry stack is popular with the less active boat owners because it reduces maintenance costs and preserves the value of their boats.

The cost of providing new covered in-water has increased significantly. Dry storage is one way of providing affordable moorage for small boat owners.

SCOPE OF WORK: Provide a facility with 60-100 spaces for boats up to 32 feet long.
Construct a wash-down and work area with the necessary environmental protection features.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Expand Guest Moorage Phase I	Plans in Preparation	
		P.S.E. Complete	
LOCATION			

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG	585,000	245,000	340,000				
LAND							
BUILDINGS							
IMPROVEMENTS							
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	585,000	245,000	340,000				

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
IAC Grant (Unconfirmed)	68,500	34,250	34,250				
BOND PROCEEDS	516,500	210,750	305,750				
TOTAL	585,000	245,000	340,000				

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Expand Guest Moorage Phase I	Plans in Preparation	
		P.S.E. Complete	
LOCATION			

JUSTIFICATION: Boating trends discussed in the Marina Master Plan indicate that there will be increasing demand among boaters for larger and more comfortable guest moorage facilities. By adjusting internal operations and by expanding marketing efforts, the Marina can attract more families and boating clubs to the guest moorage. To better take advantage of boating trends, the guest moorage area should be expanded to increase it's capacity, convenience and desirability. Extensive study of the guest moorage facility produced a design that enlarges the guest moorage space and retains a public boat launch.

SCOPE OF WORK: This project;

1) expands the guest moorage area from 1,800 to 3,200 lineal feet
2) rotates the docks
3) creates ample in-water queuing area for dry shed, dry stack and public launching activity
4) provides upland space for a reconstructed public boat launch
5) creates new open space areas to the east and north of the guest moorage

Presently, the guest moorage area can accommodate approximately 70 boats. As planned, the capacity of the guest moorage would increase to approximately 130 boats. The Marina Master Plan recommends this alternative.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	North Seawall & Sidewalk	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Marina		

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS	985,000		985,000				
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	985,000		985,000				

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
IAC GRANT (Unconfirmed)	98,500		98,500				
BOND PROCEEDS	886,500		886,500				
TOTAL	985,000		985,000				

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	North Seawall & Sidewalk	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Marina		

JUSTIFICATION: The seawall is an essential part of the Marina infrastructure. This section of the seawall was reinforced in 1988 and it's current condition is fair, but its rate of deterioration is a point of concern and this will be the first section of the old seawall to be replaced. The design, engineering and permitting of this project will be done as part of the expanded guest moorage design and permitting project.

SCOPE OF WORK:
* Remove existing timber bulkhead
* Install new concrete and/or steel bulkhead
* Install new sidewalk, railing and amenities

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

CATEGORY	Marina	PROJECT NO.	
		PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	New Decking and Fire Suppression System	Plans in Preparation	
	H to N docks (Stand Pipes)	P.S.E. Complete	
LOCATION	Marina		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS	198,458	98,458	50,000	50,000			
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	198,458	98,458	50,000	50,000			

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND PROCEEDS	198,458	98,458	50,000	50,000			
TOTAL	198,458	98,458	50,000	50,000			

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	New Decking and Fire Suppression System	Plans in Preparation	
	H to N docks (Stand Pipes)	P.S.E. Complete	
LOCATION	Marina		

JUSTIFICATION: The Marina staff met with the Fire Chief and Fire Marshall from KCFS No. 26 to determine the best method of protecting the covered moorages in case of fire. The Fire District recommended that stand pipes be installed on all of the covered moorages in case of fire. The Fire District recommended that stand pipes be installed on all of the covered docks to speed up the delivery of water to any fire that might occur. The Marina staff plans to remove the old decking on the covered docks to install new conduit runs for the power supply upgrades. At that time, a contractor will be hired to install the stand pipe system and the Marina staff will install the new decking.

This project will be done in phases over the next 3 or 4 years.

SCOPE OF WORK:
* Remove old decking
* Install fire suppression system (by others)
* Install new decking

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Expanded Guest Moorage & Seawall Phase II	Plans in Preparation	
		P.S.E. Complete	
LOCATION			

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS	4,400,000			2,200,000	2,200,000		
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	4,400,000			2,200,000	2,200,000		

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BIG GRANT (Unconfirmed)	880,000			440,000	440,000		
BOND PROCEEDS	3,520,000			1,760,000	1,760,000		
TOTAL	4,400,000			2,200,000	2,200,000		

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Expanded Guest Moorage & Seawall Phase II	Plans in Preparation	
		P.S.E. Complete	
LOCATION			

JUSTIFICATION: This project would expand the guest moorage basin and replace the seawall from the public fishing pier to N dock. The existing guest moorage area would be reconfigured and new floats added. Launching facilities for public launching, dry stack and dry sheds would be rebuilt south of the Marina office.

SCOPE OF WORK:

* Replace the seawall and install a sidewalk to N Dock
* Reconfigure the floats
* Rebuild the public launch pier and hoist south of the Marina office.
* Build the dry stack storage launch.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

CATEGORY	Marina	PROJECT NO.
		PROJECT STATUS:
		Preliminary Estimate: X
PROJECT	Commercial Building	Plans in Preparation
		P.S.E. Complete
LOCATION		

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS	250,000			250,000			
IMPROVEMENTS							
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	250,000			250,000			

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND PROCEEDS	250,000			250,000			
TOTAL	250,000			250,000			

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Commercial Building	Plans in Preparation	
		P.S.E. Complete	
LOCATION	-		

JUSTIFICATION: To offset the loss of the Quartermaster Store (due to the Dry Stack Boat Storage), a new commercial building is needed.

SCOPE OF WORK: Design and construct a 2,200 square foot commercial building that will include public restrooms and laundry facilities.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Power Distribution System	Plans In Preparation	
		P.S.E. Complete	
LOCATION	Marina		
DESCRIPTION:	Electrical Upgrade of Power Distribution System		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG	87,319	87,319					
LAND							
BUILDINGS							
IMPROVEMENTS	487,005	487,005					
INSPECTION							
CONTINGENCY	26,510	26,510					
SALES TAX	46,657	46,657					
CONSTRUCTION MGMT	19,309	19,309					
PERMITS	14,750	14,750					
OTHER							
TOTAL	681,550	681,550					

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND PROCEEDS	681,550	681,550					
FUND 404							
TOTAL	681,550	681,550					

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Power Distribution System	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Marina		

DESCRIPTION: Electrical Upgrade of Power Distribution System

JUSTIFICATION: The original electrical system is inadequate for today's demand for electricity, and many of the systems components do not meet current national electrical code standards. This multiphase project will increas capacity and bring the system into compliance with the NEC.

SCOPE OF WORK: Replace medium voltage power distribution system, including main switch gear and transformers. Install step-down transformers and distribution panels on K, L, M and N docks. This project will be accomplished in multiple phases.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Seawall Replacement Project	Plans in Preparation	
		P.S.E. Complete	
LOCATION	N Dock to I Dock		

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS	1,610,000				1,610,000		
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	1,610,000				1,610,000		

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND PROCEEDS	1,610,000				1,610,000		
TOTAL	1,610,000				1,610,000		

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Seawall Replacement Project	Plans in Preparation	
		P.S.E. Complete	
LOCATION	N Dock to I Dock		

JUSTIFICATION: The seawall is an essential part of the Marina infrastructure. The seawall's current condition is good, but its' rate of deterioration is a point of concern.

SCOPE OF WORK: Replace the seawall and construct a sidewalk from the N Dock to I Dock
Rebuild travel-lift pier

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Seawall Replacement Project	Plans in Preparation	
		P.S.E. Complete	
LOCATION	H Dock to A Dock		

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS	1,400,090					893,430	506,660
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	1,400,090					893,430	506,660

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND PROCEEDS	351,962					351,962	
FUND 404	1,048,128					541,468	506,660
TOTAL	1,400,090					893,430	506,660

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Seawall Replacement Project	Plans in Preparation	
		P.S.E. Complete	
LOCATION	H Dock to A Dock		

JUSTIFICATION: The seawall is an essential part of the Marina infrastructure. The seawall's current condition is good, but its rate of deterioration is a point of concern.

SCOPE OF WORK: Replace the seawall and construct a sidewalk from the H Dock to A Dock

Rebuild travel-lift pier

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	N Dock Electrical upgrades	Plans in Preparation	
		P.S.E. Complete	
LOCATION			

DESCRIPTION: Replace electric power panels on N dock, including conduit and wire runs from the distribution panel. Replace water supply line on N dock, including risers, faucets and backflow prevention devices.

EXPENDITURE SCHEDULE

COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS	45,037	45,037					
INSPECTION							
CONTINGENCY							
SALES TAX	3,963	3,963					
OTHER	1,000	1,000					
TOTAL	50,000	50,000					

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
FUND 404	50,000	50,000					
TOTAL	50,000	50,000					

OPERATING COSTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	N Dock Electrical upgrades	Plans in Preparation	X
		P.S.E. Complete	
LOCATION	Marina		

DESCRIPTION: Replace electric power panels on N Dock, including conduit and wire runs from the distribution panel. Replace water supply line on N Dock, including risers, faucets and backflow prevention devices.

JUSTIFICATION: Most of the electrical distribution system is the original equipment that was installed when the Marina was built. Because of the increase in demand for electricity, most of the wiring is undersized. This project will bring N Dock into compliance with the current National Electric Code.

SCOPE OF WORK: Replace individual power panels and meter bases with new fiberglass meter base/receptical combination panels. New conduit will be installed between the individual service panels and the new main distribution panel that will be installed as part of the Electrical Systems Upgrades Project.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	South Marina Restroom Ugrade	Plans in Preparation	
		P.S.E. Complete	
LOCATION			

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS							
IMPROVEMENTS							
INSPECTION	25,000	25,000					
CONTINGENCY							
OTHER							
TOTAL	25,000	25,000					

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND PROCEEDS							
FUND 404	25,000	25,000					
TOTAL	25,000	25,000					

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	South Marina Restroom Ugrade	Plans in Preparation	
		P.S.E. Complete	
LOCATION			

JUSTIFICATION: The tenants in permanent storage use the South Restroom. This structure was built in 1970 as part of the original Marina facility. The Master Plan recommends replacing the restroom as part of Phase 2. Because this facility will need to remain in service for another four or five years, the staff recommends budgeting for upgrades in 2004.

SCOPE OF WORK: The New South Marina Restroom will include a unisex public restroom as well as restrooms, shower and laundry facilities for the Marina tenants.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

CATEGORY	Marina	PROJECT NO.	
		PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	South Marina Restroom Replacement	Plans in Preparation	
		P.S.E. Complete	
LOCATION			

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS	250,000				250,000		
IMPROVEMENTS							
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	250,000				250,000		

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND PROCEEDS	228,232				228,232		
FUND 404	21,768				21,768		
TOTAL	250,000				250,000		

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	South Marina Restroom Replacement	Plans in Preparation	
		P.S.E. Complete	
LOCATION			

JUSTIFICATION: The South Marina Restroom is outdated and needs to be replaced. This restroom is reserved for the use of the tenants and includes a shower facility.

SCOPE OF WORK: The New South Marina Restroom will include a unisex public restroom as well as restrooms, shower and laundry facilities for the Marina tenants.

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Floating Dock Replacement and	Plans in Preparation	
	Reconfiguration Phase I	P.S.E. Complete	
LOCATION			

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG	450,000				450,000		
LAND							
BUILDINGS							
IMPROVEMENTS							
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	450,000				450,000		

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
BOND PROCEEDS	450,000				450,000		
TOTAL	450,000				450,000		

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Floating Dock Replacement and Reconfiguration Phase I	Plans in Preparetion	
		P.S.E. Complete	
LOCATION			

JUSTIFICATION:

SCOPE OF WORK: Design, Engineering, and permits

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

CATEGORY Marina	PROJECT NO.	
	PROJECT STATUS:	
	Preliminary Estimate	X
PROJECT Building Repairs	Plans in Preparation	
	P.S.E. Complete	
LOCATION Restaurant and Boat Yard		

EXPENDITURE SCHEDULE							
COST ELEMENTS	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
ADMINISTRATION							
DESIGN/ENG							
LAND							
BUILDINGS	0						
IMPROVEMENTS	50,000	50,000					
INSPECTION							
CONTINGENCY							
OTHER							
TOTAL	50,000	50,000		0			

FUNDING SOURCE	TOTAL	FY04	FY05	FY06	FY07	FY08	FY09
FUND 404	50,000	50,000					
	0						
TOTAL	50,000	50,000					

OPERATING COSTS							
PERSONNEL							
SUPPLIES							
UTILITIES							
CAPITAL							
OTHER							
TOTAL							

CAPITAL IMPROVEMENT PLAN
REQUEST FORM

		PROJECT NO.	
CATEGORY	Marina	PROJECT STATUS:	
		Preliminary Estimate	X
PROJECT	Building Repairs	Plans in Preparation	
		P.S.E. Complete	
LOCATION	Restaurant and Boat Yard		

JUSTIFICATION:

The Marina owns the buildings leased to the boat repair yard and the restaurant. Both buildings have some fire and building code related deficiencies that need to be addressed in 2003. The large metal building, leased to CSR South, Inc., needs a four-hour firewall installed between the shop area and the retail area, and along the south wall where the building abuts the restaurant building. The small metal building that serves as a paint booth for the boat yard needs to be upgreded with explosion-proof lights, a ventilation system and a fire supression system. The restaurant building needs a grease trap, improvements to the ventilation system and possibly some up-grades to the electrical system.

As the owner of the buildings, the Marina is responsible for making these repairs and upgrades. The Marina staff expects to recover most of these expenditures, either by direct reimbursement or through increased rents charged to the leaseholders. The Marina is currently in the process of renegotiating the rent with the operators of the restaurant and the operatore of the boat yard have been notified that the Marina will expect to renegotiate the rental lease based on the improvements.

SCOPE OF WORK:

DISCUSSION ITEM
#4

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:
2004 Budget – Policy Issues

ATTACHMENTS:
A. Year 2004 Budget Policy Issues 1 - 16
B. 2004 Unmet Needs Listing 1 - 3

FOR AGENDA OF: November 6, 2003

DEPT. OF ORIGIN: Finance

DATE SUBMITTED: November 5, 2003

CLEARANCES:
[ ] Finance pl

APPROVED BY CITY MANAGER
FOR SUBMITTAL: TP by ac

Purpose and Recommendation

The public hearing and adoption of the 2004 operating budget is scheduled for the November 13th Council meeting. As such, this agenda item is intended to facilitate Council's discussion on policy issues that were addressed previously in 2004 budget presentations to Council.

The purpose of this agenda item is to report to the City Council the 2004 budget policy issues. Policy issues encompass department's unmet needs previously presented to Council during departments' 2004 budget reviews. In addition, staff is recommending the following policy changes: General Fund indirect assessments to proprietary funds including the Marina, Surface Water Management, Equipment Rental and Computer Operations Funds, and Self-Insurance Fund; funding patrol vehicles out of the Equipment Replacement Fund by establishing annual assessments, and revising the reserve requirement formula in the Revenue Stabilization Fund by adding additional revenues to replace the declining local government assistance revenue source.

The policy discussions will provide staff with direction for finalizing the 2004 budget authorizations.

Background

The 2004 budget process focused on cost containment and staff was directed to maintain discretionary expenditures to 2003 levels. The base budgets provided were developed within these cost constraints. In addition, departments' have submitted their highest unmet budget needs for Council's review.

Alternatives

1. Direct staff to prepare the 2004 budget ordinance as proposed by the City Manager.
2. Modify the 2004 budget as proposed by the City Manager.

Recommendation

Council direction is requested to finalize the 2004 budget appropriations and prepare the 2004 budget ordinance.

2004 UNMET NEEDS

GENERAL AND STREET FUNDS:

Department	Item	One-Time	On-Going
Court	Video Conferencing	$ 20,000	$ (10,000)
Finance	GASB 34 Fixed Assets Assistance	$ 10,000	
	Comprehensive Continuity & Disaster Recovery Plan	$ 50,000	
Records	Scanner/Software for Record Preservation	$ 1,250	
Personnel	Training-Workplace Issues	$ 4,500	
Legal	Improved Lighting	xx	
	.3 FTE - Part-time File Clerk		$ 8,800
	Domestic Violence Advocate-FT		$ 57,600
Law Enforcement	10 Patrol Cars (4 year lease schedule)	$ 89,085	$ 62,768
	6 Digital Video Cameras	$ 35,871	
	Spillman upgrade to 5.3	$ 43,825	
	Spillman Summit Photo Imaging	$ 38,500	
	Police Building Repair and Maintenance	$ 42,073	
	Host Citizen Academy (2)	$ 11,386	
	Emergency Management Consultant	$ 25,000	
Community Development			
Building Division	Ltd Term Building Inspector	$ 32,800	$ 65,800
	Desk and Equipment	$ 5,000	
	Used Vehicle (New $17,500)	$ 12,000	$ 5,000
	Miscellaneous (Training/Books)	$ 5,000	
	Upgrade Wagner 13E to 16D		$ 3,224
	Ltd Term Permit Technician		$ 54,000
	Replace two vehicles	$ 20,800	
	Sierra to Eden System	$ 157,000	
Development Services	Police Radio for Code Enforcement Officer	$ 2,500	
	Ltd Term Economic Development Coordinator		$ 98,400
Plan Development	Zoning Code Re-write ($70,000 - $100,000)	$ 100,000	
	New File Cabinets	$ 10,000	
Engineering:	Synchro/Sim Traffic (2 licenses)	$ 5,298	
	Upgrade to AutoCAD 2004 LT (2 licenses)	$ 1,450	
	Auto-turn	$ 400	
	GPS Unit	$ 20,000	
	Survey Equipment	$ 15,000	
	Traffic Accident Mapping/Track. System	$ 15,000	
	Traffic Counters	$ 9,600	
	Binoculars	$ 300	
Recreation			
Administration	Volunteer Assessment	$ 10,000	$ 5,000
	Cultural Arts Plan	$ 10,000	
Park Operations	Transport Trailer	$ 5,330	
	1/3 Forklift (1/3 Streets, 1/3 SWM)	$ 2,000	
	1 Park Maint Wkr (reduced pt hrs, increased revenue)		$ 4,489
	Move .40 Park Maintenance Worker to ACB		$ (25,813)
All City Buildings	.40 Park Maintenance/Facility Worker (.60 in Parks)		$ 25,813

2004 UNMET NEEDS

GENERAL AND STREET FUNDS (continued):

Department	Item	One-Time	On-Going
Human Services	Human Services Study Update	$ 10,000	
	PT Human Services Specialist position		$ 32,000
Streets	Shoulder Mower (1/2 in SWM, Total Cost $107,000)	$ 53,500	
	1/3 Forklift (1/3 Parks, 1/3 SWM)	$ 2,000	
	Self Loading Racks for Sand Spreaders (3 each)	$ 7,500	
	Street Lights Installation	$ 20,000	
	Street System Repair - Miscellaneous	$ 20,000	
GENERAL & STREET FUNDS TOTAL:		$ 923,968	$ 387,081

MARINA REVENUE FUND:

Department	Item	One-Time	On-Going
Administration	Moorage & Electric Rate Study	$ 20,500	
MARINA REVENUE FUND TOTAL:		$ 20,500	$ -

SURFACE WATER MANAGEMENT OPERATIONS FUND:

Department	Item	One-Time	On-Going
Maintenance	Shoulder Mower (1/2 in Streets, Total Cost $107,000)	$ 53,500	
	1/3 Forklift (1/3 Streets, 1/3 Parks)	$ 2,000	
SURFACE WATER MANAGERMENT OPERATIONS FUND TOTAL:		$ 55,500	$ -

COMPUTER EQUIPMENT OPERATIONS FUND:

Department	Item	One-Time	On-Going
	Training (Windows 2003)	$ 4,250	
COMPUTER EQUIPMENT OPERATIONS FUND TOTAL:		$ 4,250	$ -

COMPUTER EQUIPMENT CAPITAL FUND:

Department	Item	One-Time	On-Going
	Server Room Cooling System	$ 5,000	
COMPUTER EQUIPMENT CAPITAL FUND TOTAL:		$ 5,000	$ -

2004 UNMET NEEDS

MUNICIPAL CAPITAL IMPROVEMENT FUND:

Department	Item	One-Time	On-Going
	Business License Program	$ 31,975	
MUNICIPAL CAPITAL IMPROVEMENT FUND TOTAL:		$ 31,975	$ -

FACILITY REPAIR AND REPLACEMENT FUND:

Department	Item	One-Time	On-Going
	Bch Prk Restroom & Sun Hme Ldg Fixtures/Flooring	$ 15,000	
	Fieldhouse/Restroom Flooring & Fixtures	$ 24,000	
	Downtown Banners	$ 9,000	
FACILITY REPAIR AND REPLACEMENT FUND TOTAL:		$ 48,000	$ -

EQUIPMENT RENTAL REPLACEMENT FUND:

Department	Item	One-Time	On-Going
	SWM Camel Flush Truck	$ 199,360	
	Asphalt Roller/Trailer	$ 39,400	
	Parks Truck P-237 Replacement	$ 21,200	
	Parks 455D Mower	$ 40,500	
	Two Community Development Vehicles	$ 27,800	
	Police Chief Vehicle	$ 29,800	
	Sergeant's Vehicle	$ 2,800	
EQUIPMENT RENTAL REPLACEMENT FUND TOTAL:		$ 360,860	$ -

City of Des Moines

Year 2004 Budget Policy Issues

Attachment

2004 Budget Policy Issues

- **Funding Unmet Needs**
- **Change in General Fund Indirect Assessments to Proprietary Funds**
- **Fund Patrol Vehicles by Equipment Replacement Assessments**
- **Change in Revenue Stabilization Fund Reserve Requirement**
- **Airport Defense Funding**
- **Mt. Rainier Pool Continued Operations**
- **Changes to Capital Improvement Plans**

2004 Budget Policy Issues

General & Street Funds:

Item	2003 YE Estimated	2004 Proposed	2005 Projected	2006 Projected
Begin Fund Balance	$782,947	$1,638,895	$1,950,216	$1,552,923
Revenues	14,131,260	14,799,251	14,779,990	13,291,730
Expenditures	13,275,312	14,487,930	15,177,283	15,907,504
Ending Fund Balance	$1,638,895	$1,950,216	$1,552,923	($1,062,851)

2004 Unmet Needs

General & Street Funds:

2004 Estimated Ending Fund Balance	$1,950,216
Less 7% Reserve	-1,015,000
Remaining Balance	$935,216
Carry Forward to 2005	354,029
Available to Fund Unmet Needs	$581,187

Attachment

2004 Unmet Needs
City Manager Recommendations

General & Street Funds:

Priority	Item	Request	Accum $	On-Going
1	Ltd Term Building Inspector	$37,800	$37,800	$70,800
2	Ltd Term Permit Technician	54,000	91,800	54,000
3	Ltd Term Economic Dev Coord	98,400	190,200	0
4	Replace Six Patrol Vehicles (3 Funded by Vacant Position due to Military Call-up) (1 Funded by Insurance Proceeds) (Request includes 2 Vehicles-$55,000 & Eqp Rental Replacement Assess-$75,625)	130,625	320,825	75,625

2004 Unmet Needs
City Manager Recommendations

General & Street Funds: (Continued)

Priority	Item	Request	Accum $	On-Going
5	Engineering-Various Traffic Safety Equipment & Monitoring Systems & AutoCAD Upgrade	$50,448	$371,273	$0
6	1 FTE Park Mtc Worker-$55,632 (Eliminate 2,617 PT Hours - $41,143; Offset by $10,000 Revenue)	4,489	375,762	4,489
7	Zoning Code Rewrite	50,000	425,762	50,000
8	Court Video Conferencing	20,000	445,762	-10,000
9	GASB 34 Fixed Assets Assistance	10,000	455,762	0
10	Upgrade Permit Tech to Coord	3,224	458,986	3,224

2004 Unmet Needs
City Manager Recommendations

General & Street Funds: (Continued)

Priority	Item	Request	Accum $	On-Going
11	Emergency Mgt Consultant	25,000	$483,986	0
12	Six Video Cameras-Police	35,871	519,857	0
13	PT Human Services Specialist	32,000	551,857	32,000
14	Street Lights Installation	10,000	561,857	0
15	Miscellaneous Street System Repair	10,000	571,857	0
16	Forklift (1/3 SWM; 2/3 Park & Streets)	4,000	575,857	0

2004 Unmet Needs
City Manager Recommendations

General & Street Funds: (Continued)

Priority	Item	Request	Accum $	On-Going
23	Transport Trailer	$5,330	$581,187	$0
	Totals	$581,187		$280,138

2004 Unmet Needs
City Manager Recommendations

Marina:

Priority	Item	Request	Accum $	On-Going
24	Moorage & Electric Rate Study	$20,500	$20,500	$0

Surface Water Management Operations Fund:

Priority	Item	Request	Accum $	On-Going
17	Forklift (1/3 SWM; 2/3 Park & Streets)	$2,000	$2,000	$0

2004 Unmet Needs
City Manager Recommendations

Computer Operations Fund:

Priority	Item	Request	Accum $	On-Going
Estimated 2004 Ending Fund Balance - $12,869				
18	Training (Windows 2003)	$4,250	$4,250	$0

Computer Equipment Capital Fund:

Priority	Item	Request	Accum $	On-Going
2004 Estimated Ending Fund Balance - $112,401				
19	Server Room Cooling System	$5,000	$5,000	$0

2004 Unmet Needs
City Manager Recommendations

Facility Repair & Replacement Fund:

Priority	Item	Request	Accum $	On-Going
2004 Estimated Ending Fund Balance - $206,950				
20	Fieldhouse Flooring/Restroom Fixtures	$24,000	$24,000	$0
21	Downtown Banners	9,000	33,000	0
22	Beach Park Restroom & Sun Home Lodge Fixtures/Flooring	15,000	48,000	0

2004 Unmet Needs
City Manager Recommendations

Equipment Rental Replacement Fund:

Item	Cost	Sales/Ins	Net
2004 Estimated Ending Fund Balance (without Replacements) - $1,199,742			
2004 Equipment Replacement Requests:			
Camel Flush Truck	$239,360	$40,000	$199,360
Asphalt Roller/Trailer	41,400	2,000	39,400
Parks Truck	22,200	1,000	21,200
Parks Mower	40,500	0	40,500
Two Community Development Vehicles	30,500	2,700	27,800
Police Chief Vehicle (Tsf to Commander)	29,800	0	29,800
Sergeant's Vehicle (Reimb by Insurance)	29,800	27,000	2,800
Total	**$433,560**	**$72,700**	**$360,860**

Change in General Fund Indirect Assessments

	2003 BGT	2004 BGT	2005 BGT
Marina	$687,375	$490,000	$490,000
Surface Wtr Mgt	51,300	86,000	115,000
Eqp Rental Ops	0	25,000	25,000
Computer Ops	0	10,000	10,000
Self Insurance	0	12,100	12,100
Total	$738,675	$623,100	$652,100

Airport Defense Fund

- Available Fund Balance $143,364
- ACC Contribution $50,000 - $100,000
- RCAA Request $22,000

Revenue Stabilization Fund

- Due to Decline in Local Government Assistance
  - Add Liquor Excise Taxes & Liquor Board Profits to Reserve Requirement Formula

Total 2004 Reserves (based on existing formula)				$812,850
Liquor Excise Tax	$105,000	10%	3 Yrs	31,500
Liquor Board Profits	$175,000	10%	3 Yrs	52,500
Revised 2004 Reserve Requirement				$896,850
Total Estimated 2004 Ending Fund Balance				1,283,503
Reserves Exceeding Requirement				$386,653

Capital Improvement Plan

- Changes to the Capital Budgets?
  - Municipal Capital Improvements Fund
  - Arterial Street Fund
  - Surface Water Management Capital Fund
  - Marina Depreciation & Improvement Fund

DISCUSSION ITEM
#1

AGENDA ITEM

SUBJECT:
Mt. Rainier Pool Discussion

ATTACHMENTS:
A Draft Pool Transfer Agreement between King County and Mount Rainier Pool Owners (Pool Owners)
B. Draft Interlocal Agreement by MRPC and Pool Owners
C. Draft Agreement between Aquatics Management Group (AMG) and Pool Owners regarding Operation of the Mount Rainier Pool
D. Draft Lease Assignment Agreement Between King County, Highline School District and Pool Owners
E. Memorandum- City Exposures as Owner of Mt. Rainier Pool

AGENDA OF: November 6, 2003

DEPT. OF ORIGIN: City Manager's Office

DATE SUBMITTED: October 31, 2003

CLEARANCES
[ ]
[ ]

APPROVED BY THE CITY MANAGER FOR SUBMITTAL CTL for TP

Purpose and Recommendation:

The purpose of this report is to present draft agreements for City Council discussion and direction regarding the Mount Rainier Pool. Council was provided draft agreements and background information for the October 30 Council meeting. The attached agreements supersede the draft agreements provided to City Council at the October 30, 2003 meeting.

Attachment A. Draft Pool Transfer Agreement dated October 30, 2003 between King County and Mount Rainier Pool Owners (Pool Owners) was initiated by the MRPC and sent to the County last week. The attached version includes the County's proposed changes to the agreement.

Attachment B. Draft Interlocal Agreement by MRPC and Mount Rainier Pool Owners dated October 28, 2003.

Attachment C. Draft Agreement dated October 28, 2003 between Aquatics Management Group (AMG) and Mount Rainier Pool Owners regarding Operation of the Mount Rainier Pool was initiated by the MRPC and sent to AMG last week. AMG has proposed revisions that are under discussion.

Attachment D. Draft Lease Assignment Agreement dated October 30, 2003 Between King County, Highline School District and Pool Owners has been reviewed by King County and Highline School District and relates to the . Draft Pool Transfer Agreement between King County and Mount Rainier Pool Contributors (MRPC).

Attachment E. Memorandum- City Exposures as Owner of Mt. Rainier Pool provides information regarding pool related exposures as provided by Washington Cities Insurance Authority.

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Mount Rainier Pool	FOR AGENDA OF: October 30, 2003
ATTACHMENTS:	DEPT. OF ORIGIN: City Manager's Office
A. Draft Pool Transfer Agreement Between King County and Mount Rainier Pool Contributors	DATE SUBMITTED: October 24, 2003
B. Draft Interlocal Agreement by Mount Rainier Pool Contributors And Mount Rainier Pool Owners	CLEARANCES: [ ] ____ [ ] ____
C. Draft Agreement between Aquatics Management Group and Mount Mount Rainier Pool Owners Regarding the Operation of the Mount Rainier Pool	APPROVED BY CITY MANAGER FOR SUBMITTAL: AJ

Purpose and Recommendation

The purpose of this report is to present draft agreements for City Council discussion and direction regarding the Mount Rainier Pool. The agreements as drafted would provide for the cities of Des Moines, Normandy Park, and SeaTac to take ownership of the Pool, create a new version of the Mount Rainier Pool Contributors agreement between Des Moines, Normandy Park, SeaTac and the Highline School District to provide funding to offset anticipated operational deficits, and to contract with the Aquatics Management Group (AMG) to operate the Pool on behalf of the owners.

Suggested Motions: None. Staff is looking for direction from the City Council.

Background

In July 2002, King County Executive Ron Sims formally announced that King County was planning to close and "mothball" all Forward Thrust swimming pools located in incorporated areas of the County, including Mount Rainier Pool in Des Moines, by December 31, 2002, unless some other entity—for example a city or school district—agreed to take them over. The reason given for this proposed action was the County's budget problems. The County offered to give funds equal to the 2003 "mothball" costs plus some capital dollars to any entity that was willing to take title to a pool.

In December 2002, the Cities of Des Moines, Normandy Park, and SeaTac and the Highline School District entered into two separate agreements: one with King County in which the cities and the School District agreed to fund the County's projected 2003 operating deficit ($217,620, which includes the County's overhead charge) in exchange for the County keeping the Pool open and the second an agreement between the cities and the School District to determine how much each entity would contribute to funding the amount agreed to with the County. The belief was this would buy enough time for a longer-term solution to be found to keep the Pool open beyond 2003.

Discussion

Since the beginning of the year, the County has been operating the Mount Rainier Pool and the cities and the School District have been providing quarterly payments to fund the operating deficit.

One of the major road blocks to transferring the Mount Rainier Pool has been the issue of the lease King County has with the School District for the land the Pool sits on. The School District and the County have been negotiating since January to put together an agreement whereby the Mount Rainier Pool can be transfer to a 3rd party. These negotiations have taken longer than anyone had anticipated. Reports are that the School District and the County have come to terms and the Pool could be transfer to a willing 3rd party.

Since mid August, staff from the three cities and the School District have been working on potential transfer, ownership, funding, and operating agreements for the Mount Rainier Pool. Attached are the latest versions of these agreements. The agreement between the County and the School District will also name the entity (or entities) that will be taking title to the Pool and assuming the lease for the School District land. As of the writing of this agenda item, staff does not have a copy of that draft agreement.

The first agreement describes the transfer of the Pool from King County to the Cities of Des Moines, SeaTac and Normandy Park and the assignment of the lease with the School District. The second agreement details the financial arrangement between the cities and the School District to fund the project operating deficit of the Pool. In this agreement, Des Moines annual contribution is $75,000. The third agreement is between the three cities and the AMG for pool operations.

Alternatives

None offered at this time. Staff will be prepared to discuss potential alternatives at the October 30th City Council meeting. Additional information, including a discussion of liability and insurance issues and possible revisions to the agreements will be available after staff meets with representatives of Normandy Park, SeaTac and the School District on Monday, October 27, 2003. If the draft agreement between the County and the School District becomes available before the October 30th meeting, staff will provide it to the City Council.

Financial Impact

Des Moines' financial commitment would $75,000 per year for a minimum of three years, unless the operating agreement is extended or the owners decide to return the Pool to the County per the terms of the transfer agreement.

Recommendation and Concurrence

Staff seeks Council comment and input to these agreements.

First Draft – 9-30-03
Second Draft – 10-23-03
Third Draft – 10-28-03

KC Draft of 10/30/03

Pool Transfer Agreement Between KING COUNTY and MOUNT RAINIER POOL OWNERS ("POOL OWNERS)"

1. PARTIES

This **Agreement** (hereinafter "Agreement") is made and entered into this day between **Mount Rainier Pool Owners**, a coalition of the cities of Des Moines, Normandy Park, and SeaTac, all Washington municipal corporations (hereinafter **"Pool Owners"**), and **King County**, a Washington municipal corporation, (hereinafter **"the County"**).

2. PURPOSE AND RECITALS:

2.1 The County, under the authority of federal, state and county laws, has acquired and developed a park, recreation and open space system, including ownership of the Mt. Rainier Pool located on Highline School District property at Mt. Rainier High School, 22722 19th Avenue South in Des Moines, Washington;

2.2 ~~The County's current budget necessitates that it discontinue the operation and maintenance of the Mt. Rainier Pool as of December 31, 2003 and, if possible, transfer the ownership of the pool to another entity;~~

2.3 The County does not have a sufficient, stable source of revenue to continue to manage and maintain its parks, open space, recreational facilities and programs at current levels and must therefore transfer facilities to other entities.

2.4 The County is legally restricted from converting many of these parks, open space, and recreational facilities from their current uses without expending funds to replace the converted facilities.

~~2.3~~2.5 The Cities of Des Moines, Normandy Park and SeaTac have, through an Interlocal Agreement, created a coalition of cities known as "Mount Rainier Pool Owners" ("Pool Owners") for the purposes of owning and operating the Mount Rainier Pool, and said cities have notified the County that it wishes the County to transfer the ownership of the Mt. Rainier Pool to the Pool Owners.

2.6 Given the legal restriction regarding conversion of the properties, the marketability of the properties is limited and, as a result, the cost of operating the Pool is approximately equal to the value of the property to the County.

ATTACHMENT A

~~2.4~~2.7 The above cities have further stated their willingness, together with the Highline School District and other contributors, to provide ongoing funding to the Pool Owners to support the operation of the Mt. Rainier Pool as set forth in the "Interlocal Agreement for Mount Rainier Pool," attached hereto as "Exhibit A."

~~The parties agree as follows;~~In consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

3. CONVEYANCE OF TITLE

3.1 Within thirty (30) days of execution of this Agreement and receipt of a mutually agreeable ~~n~~ executed assignment ("Assignment") to the Pool Owners of the underlying lease with Highline School District, described more fully in "Exhibit B" (the "Lease"), King County shall convey to the cities of Des Moines, Normandy Park and SeaTac, as tenants in common, by deed, all of its ownership interest in the improvements known as the Mt. Rainier Pool ("~~the~~ Pool" or "Property"), which are located on the property described more fully in "Exhibit C" (the "Property Legal Description").~~:~~

3.2 The deed shall be a Bargain and Sale Deed and shall contain the following specific covenants pertaining to use, which covenants shall run with the land for the benefit of the County and the County land that makes up its public park, recreation and open space system. The parties agree that the County shall have standing to enforce these covenants, which shall be set forth as follows:

~~3.1~~

~~The deed shall be a Statutory Warranty Deed and shall contain the following specific covenants pertaining to use of the Mt. Rainier Pool:~~

~~3.2.1~~3.2.1 "Grantee covenants~~s~~ that it shall abide by and enforce all terms, conditions and restrictions in King County Resolution 34571—— applicable to a transferee, including that ~~POOL OWNERS~~ Grantee covenants that the Property shall continue to be used for the purposes contemplated by Resolution 34571——, that the Property shall not be transferred or conveyed except by agreement providing that such lands shall continue to be used for the purposes contemplated by Resolution 34571——, and that the Property shall not be converted to a different use unless other equivalent lands and facilities within the County shall be provided."~~"~~

3.2.2 "The Grantee, as required by RCW 36.89.050, covenants that the Property shall be continued to be used for open space, park, or recreation facility purposes or that other equivalent facilities within the County shall be conveyed to the County in exchange therefore."

~~3.2.2"Grantee covenants that the primary use of the Property shall be to provide recreational swimming opportunities to the general public, and that it shall not charge fees for such use of the Property in excess of fees reasonably related to the cost of owning, operating and maintaining the Property."~~

3.2.3 _"Grantee covenants that, except for reasonable periods of closure required for necessary maintenance, capital repair or to remedy threats to health or safety, the Property shall be open to the public for swimming during business hours comparable to those of other public pools in King County."

3.2.4 "Grantee covenants that it shall maintain the Property in good, clean, safe and sanitary condition and in compliance with all applicable laws, ordinances and regulations."

3.2.5 "Grantee covenants that it shall not use the Property in a manner that would cause the interest on County bonds related to the Property to no longer be exempt from federal income taxation."

3.2.6 "Grantee further covenants that it will not limit or restrict access to and use of the Property by non-city residents in any way that does not also apply to city residents. The City covenants that if differential fees for non-city residents are imposed, they will be reasonably related to the cost borne by city taxpayers to maintain, improve or operate the Property for parks and recreation purposes."

~~3.2.4~~3.2.7

~~3.2.5~~"The Grantee covenants that it shall place the preceding covenants in any deed transferring the Property or a portion of the Property; provided, however, that all such preceding covenants as to Mt. Rainier Pool shall terminate on March 6, 2009, the agreed upon expiration of the ~~original~~ term under the Lease~~s and the end of the contemplated useful life of the pools as stated in Resolution ____~~."

4 LEASE ASSIGNMENT

4.1 _The Aassignment of the Lease is contingent on written approval of the Highline School District ("District"). If such written approval is not obtained within thirty (30) days from the execution of this Agreement, the conveyance and assignment shall not be required until thirty (30) days after such written approval is obtained.

~~4.2The assignment shall provide that any costs to mothball, close, and/or demolish the Pool at the end of the lease term shall be the responsibility of King County.~~

5 EQUIPMENT AND SUPPLIES

5.1 The Property being conveyed includes certain equipment and supplies used to operate and maintain the Pools as verified by a physical inventory of the equipment and supplies to be conducted by the County and the Pool Owners. The County will leave such equipment and supplies on site, which equipment and supplies will include all furniture, lifeguard equipment, first aid supplies, specialty tools, operator manuals, as-built pool and remodel plans, phone system, lighting fixtures, miscellaneous pool equipment, building maintenance supplies, spare parts, and materials such as chlorine and filtratiou supplies for pool maintenance, as further described in "Exhibit D" hereto.

5.2 -The Pool Owners take all equipment and supplies AS IS and WHERE IS and agree that the County holds no future responsibility with regard to the equipment and supplies or any occurrence related to or resulting from use of the equipment and supplies.

6 BEST EFFORTS AND CONTINGENCY AGREEMENT

6.1 _The Pool Owners have agreed to accept transfer of the pool ownership and assignment of the lease on the following conditions:

6.1.1 The Pool Owners will use their best efforts, with the cooperation and assistance of the cities and communities that will be served by the pool, to operate and maintain the pool at its current level of service to the public;

6.1.2 The Pool Owners may, at any time, certify to the County in writing that: (1) they have used all reasonable and diligent efforts to continue to operate the Pool and to secure financial support therefor; (2) funds are not reasonably available to allow the continued operation of the Pool by the Pool Owners; and (3) The Pool Owners have been unable to assign their interests in the Pool to another operator or otherwise ensure the continued operation of the Pool as a public pool. Thereafter, the Pool Owners may mothball the Pool. "Mothball" means maintaining such Pool in a manner that protects them from damage associated with closure and that will allow them to be re-opened for public use at a later date at minimal cost. "Mothballing" includes, but is not limited to, keeping the Pool filled with water and with the filters, pumps, heaters and general pool equipment remaining on, and maintaining the security and usability of the Pool(s) and building . It is further agreed that after the Pool has been mothballed for a period of six months, during which time the Pool Owners shall have used reasonable and diligent efforts to identify means by which the Pool may be re-opened for public use, then as between the County and Pool Owners, the County will deem a closure of the Pool to be in compliance with the Pool Owners' obligations to the County to continue operating the pool under this Agreement and the Pool Owners may then ~~the Pool Owners may elect,~~ elect, consistent with applicable legal requirements and the Assignment, ~~to~~ to have title to the Pool ~~and the rights and obligations under the lease~~ revert to King County.

6.2 The Pool Owners, acting collectively as a coalition, are solely responsible for their actions and determinations under this section.

7 NEW POOL CONTINGENCY

7.1 It is understood that one or more of the cities and/or school district that are providing operating funds to the Pool Owners for Pool operations, or another entity such as the YMCA, may construct a new pool in the future in the general vicinity of the Pool. If such new pool: a) operates as a replacement pool in the same manner as required for the Pool by this Agreement; b) is of comparable size and equivalent recreational value; and c) such city(ies) or district funds the new pool in lieu of providing continued funding levels to the Pool Owners, the new pool shall constitute an equivalent replacement facility for the Pool ~~located in such city~~ as contemplated by Resolution 34571——. When ~~the MRPC withdraws~~ funding is withdrawn from the Pool Owners and the new pool is operational and open to the public, then as between the County and the Pool Owners, the County will deem a closure of the Pool to be in compliance with the Pool Owners' ~~its~~ obligations to continue operating the pool under this Agreement and the deed~~s and the assignment of the lease, but only as to the replaced Pool~~. Upon such closure, ownership of the Pool shall revert to the District in accordance with the Assignment.

7.2 The Pool Owners agree to continue to maintain and operate the Pool in accordance with this Agreement until the MRPC discontinues funding levels to the Pool Owners and the new replacement pool is operational and open to the public.

8 EXISTING RESTRICTIONS, AGREEMENTS, CONTRACTS OR PERMITS

8.1 The Pool Owners shall abide by and enforce all terms, conditions, reservations, encumbrances, restrictions and covenants of title existing at the time of conveyance and/or in the deed of conveyance.

8.2 In addition to any other remedies available for breach of a real property covenant and regardless of the enforceability of the covenants in the deed, all such covenants shall also be considered contractual obligations with which the Pool Owners must comply.

8.3 Breach of any such covenant or contractual obligation or breach of any provision of this Agreement shall entitle the County to seek any remedy in law or equity, including without limitation, damages and/or specific performance.

9 FINANCIAL ARRANGEMENT

9.1 As part of the consideration for the Pool Owners' agreement to assume title to and to continue to operate and maintain the Pool at its expense, the County agrees to:

9.1.1 Transfer $50,000.00 to the Pool Owners for the purpose of making capital improvements to the Mt. Rainier Pool. Such funds for capital improvements will be distributed to the Pool Owners by March 31, 2004. Funds provided pursuant to this financial arrangement may he used only for the planning, construction, reconstruction, repair, rehabilitation or improvement of the Mt. Rainier Pool. Any such funds not so used shall be returned to the County, or transferred subject to the requirement that the transferee use the funds only for the specified purposes; and

9.1.2 Transfer additional capital funds to the Pool Owners for the purposes of making capital improvements to the Pool. The amount of such additional capital funds will be determined by the County and will depend on the number of agreements to transfer pools that are executed in 2002-2003. Any additional capital dollars will be distributed to the Pool Owners by March 31, 2004. Under no circumstance will the amount of additional capital funds to be transferred to the Pool Owners exceed One Hundred Thousand ($100,000.00) Dollars.

9.2 Other than the funds provided pursuant to 9.1.1 and 9.1.2, the County shall have no obligation whatsoever to provide additional funds to the Pool Owners relating to the Pool Property.

10 CONDITION OF PREMISES, OPERATIONS, MAINTENANCE, ETC.

10.1 The Pool Owners have inspected and know the condition of the Pool and agree to accept the Property in AS IS condition, and to assume full and complete responsibility for all operations, maintenance, repairs, and improvements of the Pool.

10.2 The County does not make and specifically disclaims any and all warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose, with respect to the Property or its condition, and no official, employee, representative or agent of King County is authorized otherwise.

10.3 The Pool Owners acknowledge and agree that except as indicated in Section ~~6~~11, the County shall have no liability for, and that the Pool Owners shall release and have no recourse against the County for, any defect or deficiency of any kind whatsoever in the Property without regard to whether such defect or deficiency was known or discoverable by the Pool Owners or the County.

10.4 The County shall make available, prior to December 18, 2003, to the Pool Owners' representatives for interviews, the Pool Operators of the Pool and the employees of the County who manage and supervise those Pool Operators. The County shall instruct all such employees to fully cooperate with the Pool Owners' representatives and to truthfully and completely answer all questions presented as they relate to the operations of the Pool and the condition of the Pool equipment, property, furnishings, fixtures and assets. The County shall make the Pool available for inspection by independent experts engaged at the Pool Owners' expense to inspect the Pool.

11 ENVIRONMENTAL LIABILITY

11.1 "Hazardous Materials" as used herein shall mean any hazardous, dangerous or toxic wastes, materials, or substances as defined in state or federal statutes or regulations as currently adopted or hereafter amended.

11.2 Nothing in this agreement shall be deemed to waive any statutory claim for contribution that the Pool Owners might have against the County under federal or state environmental statutes that arises from hazardous materials deposited or released on the Property by the County prior to transfer of the Pool to the Pool Owners. In making such claim, however, the Pool Owners are barred from seeking recovery for costs that arise from the Pool Owners having exacerbated the costs of remediation upon which a statutory claim for contribution is based as a result of the Pool Owners performing construction activities on the Property or changing the use of the Property. Exacerbation shall not be deemed to include the mere discovery of contamination.

11.3 If the Pool Owners discover the presence of hazardous materials at levels that could give rise to a statutory claim for contribution against the County it shall immediately notify the County in writing. Prior to undertaking any remediation, the parties shall make their best efforts to reach agreement as to which party is responsible for remediation under the terms of this Agreement.

11.4 In no event shall the County be responsible for any costs of remediation that exceed the minimum necessary to satisfy the state or federal agency with jurisdiction over the remediation.

12 INDEMNIFICATION AND HOLD HARMLESS

12.1 King County shall indemnify and hold the Pool Owners harmless from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever arising from those occurrences related to the Property that occurred prior to the effective date of conveyance of the Property to the Pool Owners, except to the extent that indemnifying or holding the Pool Owners harmless would be limited by Section 10 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against the Pool Owners or the Pool Owners and King County, King County shall defend the same at its sole cost and expense and, if final judgment be rendered against the Pool Owners and their officials, officers, agents and employees or jointly against the Pool Owners and King County and their respective officials, officers, agents and employees, King County shall satisfy the same.

12.2 The Pool Owners shall indemnify and hold King County and its elected officials, officers, agents and employees, or any of them, harmless from and against any and all claims, actions, suits, liability, loss, costs, expenses and damages of any nature whatsoever, including attorneys' fees and costs, (i) arising from the Pool Owners' failure to comply with any provision of this Agreement, and/or (ii) arising from those occurrences related to the Property that occurred on or after the effective date of conveyance of the Property to the

Pool Owners, except to the extent that indemnifying or holding the County harmless would be limited by Section 11 of this Agreement. In the event that any suit based upon such a claim, action, loss or damage is brought against King County or King County and the Pool Owners, the Pool Owners shall defend the same at its sole cost and expense and, if final judgment be rendered against King County and its officers, agents and employees or jointly against King County and the Pool Owners and their respective officers, agents and employees, the Pool Owners shall satisfy the same.

12.3 Each Party to this Agreement shall immediately notify the other of any and all claims, actions, losses or damages that arise or are brought against that Party relating to or pertaining to the Property.

12.4 Each party agrees that its obligations under this paragraph extend to any claim, demand, and/or cause of action brought by or on behalf of any employees, or agents. For this purpose, each party, by mutual negotiation, hereby waives, with respect to the other party only, any immunity that would otherwise be available against such claims under the Industrial Insurance provisions of Title 51 RCW, but only to the extent necessary to indemnify the other party.

12.5 The County shall defend any claim against the Pool Owners or the County that it was unlawful for the County to transfer the Pool to the Pool Owners pursuant to this Agreement. This defense obligation shall not be construed as a promise to indemnify the Pool Owners from and against any damages or costs, nor as an obligation to defend any other claims including, but not limited to, those alleging that the Pool Owners unlawfully discontinued operations, closed or mothballed the Pool.

13 AUDITS AND INSPECTIONS

13.1 The County shall have full access to and the right to examine and copy, at its expense, during normal business hours and as often as they deem necessary, all of the Pool Owners' records with respect to all matters covered by this Agreement.

13.2 The Pool Owners shall have access to and the right to examine and copy, at its expense, during normal business hours, any disclosable and non-privileged records retained by the County with respect to the construction, maintenance, use, repair, and/or operation of the Pool.

14 COMPLIANCE WITH LAWS

The Pool Owners shall comply, and shall ensure that its contractors comply, with all federal, state and local laws, regulations, and ordinances applicable to the Property and/or its obligations under this Agreement.

15. LEGAL RELATIONS

King County:
______, Acting Manager
King County Parks and Recreation Division

Dept. of Natural Resources and Parks
King Street Center, 7th Floor
201 S. Jackson St.
Seattle, WA 98104

POOL OWNERS:
CEO

King County

____
King County Executive
Manager______________________
Date

APPROVED AS TO FORM this__________
day of ______________, 2003.

By______________________________
Richard S. Brown
Assistant City Attorney of Des Moines

APPROVED AS TO FORM this__________
day of ______________, 2003.

By______________________________
Susan Sampson
City Attorney of Normandy Park

MOUNT RAINER POOL OWNERS
("POOL OWNERS")

____
CEO
____
Date

DATED this _______ day of
________________, 2003.

CITY OF DES MOINES
By____________________
Anthony Piasecki
Its City Manager
At the direction of the Des Moines City Council by motion regularly passed at an open public meeting on__________, 2003.

DATED this _______ day of
________________, 2003.

CITY OF NORMANDY PARK
By______________________________
Merlin MacReynold
Its City Manager
At the direction of the Normandy Park City Council by motion regularly passed at an open public meeting on __________, 2003.

APPROVED AS TO FORM this__________ day of_______________, 2003.	DATED this _______ day of __________________, 2003.
By______________________________ Robert L. McAdams City Attorney of SeaTac	CITY OF SEATAC By______________________________ Bruce Rayburn Its City Manager At the direction of the SeaTac City Council by motion regularly passed at an open public meeting on __________________, 2003.

EXHIBIT A
Interlocal Agreement for Mount Rainier Pool

EXHIBIT B
Real Property Lease to be assigned to the Pool Owners

EXHIBIT C
Legal Description of Mt. Rainier Pool Property

EXHIBIT D
Inventory of Equipment and Supplies

First Draft - 10-23-03
Second Draft – 10-28-03

INTERLOCAL AGREEMENT for MOUNT RAINIER POOL
For Years 2004 through 2006
By
MOUNT RAINIER POOL CONTRIBUTORS ("MRPC")
And
MOUNT RAHNIER POOL OWNERS ("POOL OWNERS')

In Accordance with the Interlocal Cooperation Act (RCW 39.34), the City of Des Moines ("Des Moines"), the City of Normandy Park ("Normandy Park"), the City of SeaTac ("SeaTac"), and the Highline School District No. 401 ("the District") [Collectively referred to hereafter as the "Parties"], each of which is a Washington Municipal Corporation, hereby enter into the following AGREEMENT:

RECITALS

WHEREAS:

A. King County ("the County"), as part of its duty to serve the needs of the residents of King County and the municipalities within it, from 1974 through 2002, owned, operated and maintained the Mount Rainier Swimming Pool ("the Pool") located on property leased to the County by the District;

B. In 2002, the County reported that it did not have a sufficient source of revenue to continue to manage, maintain and operate the Pool and related programs beyond the 2002 calendar year;

C. On (date), 2002, as part of a joint effort to assure the continued operation of the Pool through the 2003 calendar year, the Parties entered into an "Interlocal Agreement for Mount Rainier Pool Subsidy Funding." Said agreement created the coalition of "Mt. Rainier Pool Contributors" ("MRPC"), consisting of all of the Parties.

D. MRPC then contracted with the County to continue operation of the Pool through the 2003 calendar year. The County has now reported that it will not continue operating the Pool, even with subsidy funding, beyond the 2003 calendar year.

E. The County has agreed to transfer pool ownership and to assign its lease with the District to an ownership coalition consisting of the cities of Des Moines, Normandy Park and SeaTac [to be known as the "Mt. Rainier Pool Owners" ("Pool Owners")] and the District has agreed to such an assignment. The transfer and assignment will be substantially in the form attached hereto as "Exhibit A."

ATTACHMENT B

F. Upon execution and finalization of this agreement, the Pool Owners intend to enter into a Pool Operation Agreement with Aquatic Management Group ("AMG"), substantially in the form attached hereto as "Exhibit B."

NOW, THEREFORE, the Parties agree to cooperate with each other by continuing the coalition of **MOUNT RAINIER POOL CONTRIBUTORS ("MRPC")** and by creating a coalition of **MOUNT RAINIER POOL OWNERS ("Pool Owners")** to carry out the above purposes on the following terms and conditions:

I. TERM of AGREEMENT and RENEWAL

1.1 This Agreement shall commence on January 1, 2004 and shall terminate on December 31, 2006; provided, however, that if the Pool Operation Agreement with AMG is not fully executed and effective as of January 1, 2004, this Agreement shall automatically terminate and be of no further force or effect.

1.2 This Agreement may be renewed only by written agreement of all of the Parties.

II. CONTINUATION OF MOUNT RAINIER POOL CONTRIBUTORS ("MRPC")

2.1 The coalition of **MOUNT RAINIER POOL CONTRIBUTORS ("MRPC")**, created by the Interlocal Agreement in 2002, is hereby continued to carry out the purposes set forth in this Agreement.

2.2 The initial members of MRPC will continue to be members of the continuing MRPC coalition.

2.3 The MRPC members will contribute funds to be used to continue the operation, management and maintenance of the Pool as more fully described herein and in the Pool Operation Agreement with AMG.

2.4 MRPC shall not be considered an owner or operator of the Pool.

III. MRPC ELIGIBILITY

3.1 Any public agency seeking to participate in this Agreement may be allowed to do so upon approval of the MRPC Executive Committee (as defined below) pursuant to the existing terms hereof and upon such other terms, including payment of such financial contributions, as may be approved and directed by the MRPC Executive Committee.

3.2 The MRPC Executive Committee, by unanimous vote, may allow admission by a public agency on terms other than those set forth herein for participation. Any public agency so admitted shall be deemed an ex officio party hereto and shall not be entitled to a vote on matters submitted to the MRPC Executive Committee.

IV. MRPC EXECUTIVE COMMITTEE

4.1 The MRPC shall be governed by the "MRPC Executive Committee", which is hereby established to assure the effective implementation and administration of this Agreement.

4.2 The MRPC Executive Committee shall be composed of the chief executive officer or designee of each of the Parties.

4.3 Each MRPC member shall also designate an alternate voting member of the MRPC Executive Committee who shall serve in the absence of the voting member.

4.4 The MRPC Executive Committee shall, by majority vote, except as herein otherwise provided, develop and implement operating policy in order to carry out the goals set forth herein, adopt and administer a budget, receive funding from the Parties for such budget, and seek such outside professional assistance as is necessary to achieve the purposes set forth herein. The funds of MRPC shall be subject to audit in the manner provided by the law for the auditing of public funds.

4.5 Regular meetings of the MRPC Executive Committee shall be held as determined by the MRPC Executive Committee. The MRPC Executive Committee shall elect, by majority vote, a "chair" to conduct its meetings. The chair shall not forfeit, by virtue of the position of chair, any power vested in him/her and in addition will schedule and preside over meetings. The chair shall continue to preside at the pleasure of a majority of the voting members of the MRPC Executive Committee, and may be replaced at any time.

4.6 A quorum for the conduct of business by the MRPC Executive Committee shall be a majority. Notice of any special meeting shall be circulated to all members of the MRPC Executive Committee by the chair, or upon the written notice of a voting majority of the MRPC Executive Committee, not less than twenty-four (24) hours before such meeting is scheduled. No action will be taken without a quorum and without an absolute majority of the eligible voting members of the MRPC Executive Committee voting in favor of the matter under consideration. MRPC Executive Committee members may attend meetings and vote telephonically as may be necessary for the orderly and timely conduct of business.

4.7 On or before August 15, of each year of the agreement the MRPC Executive Committee shall, in conjunction with the Pool Owners Executive Committee:

- Analyze all significant and relevant information and resources relating to the expenditures and revenues associated with the operation and capital maintenance of the Pool;
- Report its findings to the legislative bodies of the MRPC members; and
- Recommend a course of action to the MRPC members for the continuing operation and maintenance of the Pool.

V. FUNDING and CONTRIBUTIONS

5.1 Funding to subsidize the Pool operation and carry out the purposes of this Agreement shall be provided by contributions from the MRPC members and by such other contributions as may be received by the MRPC and fund raising activities as may be approved by the MRPC Executive Committee. AMG has estimated the annual subsidy necessary to operate the Pool to be $97,000 per year.

5.2 Based on the estimated first year subsidy of $97,000 and a start up contribution of $38,000, the financial contribution to be paid by each of the Parties for the 2004 calendar year is:

Des Moines	$ 75,000
Highline School District	$ 20,000
Normandy Park	$ 15,000
SeaTac	$ 25,000
Total 2004 Contribution	$ 135,000

5.3 Based on the estimated second year subsidy of $97,000, and a deferred start up contribution of $12,000, the financial contribution to be paid by each of the Parties for the 2005 calendar year is:

Des Moines	$ 75,000
Highline School District	$ 20,000
Normandy Park	$ 15,000
SeaTac	$ 25,000
Total 2005 Contribution	$ 135,000
Projected Transfer to Capital Account	$ 26,000

5.4 Based on the estimated third year subsidy of $97,000, the financial contribution to be paid by each of the Parties for the 2006 calendar year is:

Des Moines	$ 75,000
Highline School District	$ 20,000
Normandy Park	$ 15,000
SeaTac	$ 25,000
Total 2006 Contribution	$ 135,000
Projected Transfer to Capital Account	$ 38,000

5.5 Capital Expenditure Account. The Pool Owners shall establish a Mt. Rainier Pool Escrow Account with funds transferred from King County. The funds from the escrow account shall be used for capital expenditures for the Pool. The expenditure of County funds for capital items must qualify for the use of Real Estate Excise Tax (REET) funds and projects must be of an amount of $5,000 or greater. The Pool Owners may, at any time and at their sole discretion and expense, make any and all improvements to or repairs, maintenance and/or modifications of the premises, or any of the areas assigned to AMG in the Operating Agreement, which it deems necessary or desirable to protect or serve pool users, or which enhance the pool, however the Pool Owners shall not be obligated to make any improvement or modifications of the premises.

5.6 Any and all unexpended funds remaining as a result of reduced subsidy required by AMG as identified in 5.2 (no funds projected for transfer in 2004), 5.3 ($26,000 funds projected for transfer in 2005), and 5.4 ($38,000 funds projected for transfer in 2006) shall be transferred to the Capital Expenditure Account to be used by the Pool Owners for Capital Pool needs exceeding $2,000 through the term of the Agreement.

VI. ACCOUNTING, PAYMENTS & DISTRIBUTIONS; DESIGNATION OF AUTHORITY

6.1 The MRPC Fund will be established and managed by Des Moines.

6.2 Des Moines will transmit billings for the annual financial contributions to the MRPC members no later than December 15 in 2003, 2004 and 2005. Within 30 days after receipt of the billing, MRPC members shall pay the amount billed to Des Moines at 21630 11th Avenue South, Des Moines WA 98198, Attn: Finance Director, or at such other address as may be directed by Des Moines.

6.3 Des Moines shall thereafter, on behalf of the MRPC, transmit the funds to AMG in accordance with the Pool Operation Agreement.

6.4 Any funds provided to the MRPC by other public agencies or by private or non-profit fundraising, in excess of budgeted funding required to operate and maintain the Pool throughout the term of this Agreement, shall be redistributed to the MRPC members to reduce member financial contributions proportionately.

6.5 On February 15 following each contract year, Des Moines will prepare an annual reconciliation of the MRPC Fund actual net operating costs. Upon termination of the Agreement, Des Moines will distribute to each MRPC member their proportional share of any funds remaining in the MRPC Fund.

VII. CREATION OF MOUNT RAINIER POOL OWNERS ("POOL OWNERS")

7.1 The coalition of **MOUNT RAINIER POOL OWNERS ("POOL OWNERS")**, consisting of the cities of Des Moines, Normandy Park and SeaTac, is hereby created and shall be considered owner of the Pool for the term of this Agreement.

7.2 It is intended that AMG, or a qualified successor approved by POOL OWNERS, will be the sole operator of the Pool for the term of the Agreement.

VIII. POOL OWNERS EXECUTIVE COMMITTEE

8.1 The Pool Owners shall be governed by the "Pool Owners Executive Committee", which is hereby established to assure the effective implementation and administration of this Agreement.

8.2 The Pool Owners Executive Committee shall be composed of the chief executive officer or designee of each of the member cities of the Pool Owners.

8.3 Each Pool Owners member city shall also designate an alternate voting member of the Pool Owners Executive Committee who shall serve in the absence of the voting member.

8.4 The Pool Owners Executive Committee shall, by majority vote, except as herein otherwise provided, develop and implement operating policy in order to carry out the goals set forth herein, adopt and administer a budget, receive funding from the Parties for such budget, and seek such outside professional assistance as is necessary to achieve the purposes set forth herein. The funds of the Pool Owners shall be subject to audit in the manner provided by the law for the auditing of public funds.

8.5 Regular meetings of the Pool Owners Executive Committee shall be held as determined by the Pool Owners Executive Committee. The Pool Owners Executive Committee shall elect, by majority vote, a "chair" to conduct its meetings. The chair shall not forfeit, by virtue of the position of chair, any power vested in him/her and in addition will schedule and preside over meetings. The chair shall continue to preside at the pleasure of a majority of the voting members of the Pool Owners Executive Committee, and may be replaced at any time.

8.6 A quorum for the conduct of business by the Pool Owners Executive Committee shall be a majority. Notice of any special meeting shall be circulated to all members of the Pool Owners Executive Committee by the chair, or upon the written notice of a voting majority of the Pool Owners Executive Committee, not less than twenty-four (24) hours before such meeting is scheduled. No action will be taken without a quorum and without an absolute majority of the eligible voting members of the Pool Owners Executive Committee voting in favor of the matter under consideration. The Pool Owners Executive Committee members may attend meetings and vote telephonically as may be necessary for the orderly and timely conduct of business.

8.7 On or before August 15, of each year the Pool Owners Executive Committee, in conjunction with the MRPC Executive Committee, shall:

- Analyze all significant and relevant information and resources relating to the expenditures and revenues associated with the operation and capital maintenance of the Pool;

- Report its findings to the legislative bodies of the Pool Owners members; and

- Recommend a course of action to the Pool Owners members for the continuing operation and maintenance of the Pool.

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IX. MISCELLANEOUS PROVISIONS

9.1 Effective Date. This Agreement shall be effective upon ratification by resolution or motion of the governing body and execution by the Chief Executive Officer of each of the Parties.

9.2 Amendment. This Agreement may be amended only upon consent of all Parties hereto. Any amendment hereto shall be in writing and shall be ratified and executed by the Parties in the same manner in which it was originally adopted.

9.3 Waiver. The waiver by any party of any breach of any term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same term, covenant, or condition of this Agreement.

9.4 Grants, Gifts, Etc. All Parties to this Agreement shall cooperate and assist each other in procuring scholarships, grants or financial assistance from the United States, the State of Washington, and private benefactors for the reduction of MRPC subsidy payments made to AMG for its continued operation, management and maintenance of the Pool and programs.

9.5 Severability. If any provision of this Agreement shall be held invalid, the remainder shall not be affected thereby.

9.6 Entire Agreement. This Agreement and exhibits represent the entire understanding of the Parties and supersedes any oral representations that are inconsistent with or modify its terms and conditions.

9.7 Counterparts. This Agreement shall be effective whether signed by all Parties on the same document or whether signed in counterparts.

9.8 Notices. Except as otherwise provided herein, any notice required by this Agreement shall be delivered by certified mail, return receipt requested, or by personal service.

EXECUTED and APPROVED by the Parties in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the dates set forth below.

APPROVED AS TO FORM this__________ day of ______________, 2003.

By______________________________
Richard S. Brown
Assistant City Attorney of Des Moines

DATED this ______________ day of ________________________, 2003.

CITY OF DES MOINES

By______________________________
Anthony Piasecki
Its City Manager
At the direction of the Des Moines City Council by motion regularly passed at an open public meeting on__________, 2003.

APPROVED AS TO FORM this__________ day of ______________, 2003.

By______________________________

Susan Sampson
City Attorney of Normandy Park

DATED this ______________ day of ________________________, 2003.

CITY OF NORMANDY PARK
By______________________________

Merlin MacReynold
Its City Manager
At the direction of the Normandy Park City Council by motion regularly passed at an open public meeting on __________, 2003.

APPROVED AS TO FORM this__________ day of______________, 2003.

By______________________________
Robert L. McAdams
City Attorney of SeaTac

DATED this ______________ day of ________________________, 2003.

CITY OF SEATAC

By______________________________
Bruce Rayburn
Its City Manager
At the direction of the SeaTac City Council by motion regularly passed at an open public meeting on ________________, 2003.

APPROVED AS TO FORM this__________ day of ______________, 2003.

By______________________________
William Green
Attorney for Highline School District

DATED this ______________ day of ________________________, 2003.

HIGHLINE SCHOOL DISTRICT No. 401

By______________________________
Dr. Joseph McGeehan
Its Superintendent
At the direction of the Highline School Board by resolution regularly passed at an open public meeting on __________, 2003.

EXHIBIT A

[Insert Lease Assignment Agreement]

EXHIBIT B

[Insert AMG Pool Operation Agreement]

First Draft – 10/7/03
Second Draft – 10-23-03
Third Draft – 10-28-03

AGREEMENT
between
AQUATIC MANAGEMENT GROUP, INC. ("AMG")
and
MOUNT RAINIER POOL OWNERS ("POOL OWNERS")
regarding
THE OPERATION OF THE MT. RAINIER POOL

1. PARTIES

This **Agreement** (hereinafter "Agreement") is entered into as of January 1, 2004 between **Aquatic Management Group, Inc.**, a Washington Corporation (hereinafter **"AMG"**), and the **Mount Rainier Pool Owners**, a coalition of the municipalities of Seatac, Normandy Park and Des Moines, (hereinafter **"Pool Owners"**).

2. PURPOSE AND RECITALS

2.1 The Mt. Rainier Pool was built as part of the 1967 Forward Thrust initiative.

2.2 Since its construction, King County ("The County") has operated and maintained the Mt. Rainier Pool, pursuant to a lease agreement signed in 1974 with the Highline School District (hereinafter "Highline"), on Highline property.

2.3 The County's current budget necessitates that it discontinue the operation and maintenance of the Mt. Rainier Pool as of December 31, 2003 and, if possible, transfer the ownership of the pool to another entity;

2.4 The Cities of Des Moines, Normandy Park and SeaTac have, through an Interlocal Agreement, created a coalition of cities known as "Mount Rainier Pool Owners" ("Pool Owners") for the purposes of owning and operating the Mount Rainier Pool, and said cities have notified the County that it wishes the County to transfer the ownership of the Mt. Rainier Pool to the Pool Owners.

2.5 The above cities have further stated their willingness, together with the Highline School District and other contributors, to provide ongoing funding to the Pool Owners to support the operation of the Mt. Rainier Pool for so long as such operation remains economically viable for the Pool Owners or until there is a viable replacement for the Mt. Rainier Pool.

2.6 Assuming that adequate financial support is available from Highline, the Pool Owners and/or other community resources to operate the Pool, AMG has expressed an interest in operating and maintaining the Pool.

It is, therefore **AGREED** as follows:

ATTACHMENT C

3. AMG RESPONSIBILITIES

3.1 Maintenance & Operation of Mt. Rainier Pool. AMG shall maintain, and operate the Mt. Rainier Pool, located on HIGHLINE property at 22722 - 19th Avenue S., Des Moines, Washington for a period of three (3) years, beginning January 1, 2004 through December 31, 2006.

3.1.1 Routine Pool Maintenance and Repairs. AMG will provide routine and preventative maintenance and repair, up to an annual cost of $15,000 and a capital expenditure outlay or major repair of up to $2,000 per occurrence, of those items identified on the "Pool Operator's Maintenance Responsibilities," which is attached hereto as "Exhibit A" and incorporated herein by this reference.

3.1.2 Use and Storage of Chemicals. Any cleaners, fungicides, insecticides and other chemicals used by AMG in the operation and maintenance of the Pool shall be used in a safe manner in compliance with label instructions and all applicable codes, rules and regulations concerning said substances. AMG shall store and dispose of all such chemicals in a safe and secure manner in compliance with label instructions and all applicable codes and regulations.

3.1.3 Existing Equipment and Supplies. The Pool Owners will leave on site certain pool equipment and supplies transferred from King County to the Pool Owners for the operation and maintenance of the Pool, as described in "Exhibit B," which is attached hereto and incorporate herein by this reference. Equipment and supplies include furniture, lifeguard equipment, first aid supplies, specialty tools, operator manuals, computer equipment used for pool operation, phone system, lighting fixtures, miscellaneous pool equipment, building maintenance supplies, spare parts, and materials such as chlorine and filtration supplies for pool maintenance. AMG may use all equipment and supplies and through this use also agrees that the Pool Owners hold no future responsibility resulting from use of the equipment and supplies. All equipment and supplies acquired or purchased with the Pool Owners funds under this agreement shall remain at the Pool and become the property of the Pool Owners at the termination of this agreement.

3.2 Conditions for Operation and Management. In order to successfully manage the Mt. Rainier Pool and to minimize the required subsidy, the following actions and/or conditions shall be required:

3.2.1 Pool Usage. In operating the pool, AMG shall provide programs and hours of operation reasonably similar to those programs and hours of operation currently provided by King County to current users of the Mt. Rainier Pool, including, but not limited to, the most recent Pool Use Agreement between Highline and the County.

3.2.2 Advertising Program. AMG shall provide quarterly promotional materials to the Pool Owners for local communications to the public for each municipality and Highline School District. All signing placed by AMG within the premises shall require the prior written approval of the Pool Owners. AMG shall include a credit line in any promotional or publicity materials reading as follows: Facility operated with support from Cities of Des Moines, Normandy Park and SeaTac and Highline School District.

3.3 Accounting. The following accounting practices shall be observed by AMG:

3.3.1 Monthly Reports. AMG shall provide monthly reports to the Pool Owners regarding the maintenance and operation of the Mt. Rainier Pool, including, but not limited to, fee schedules, pool usage, gross sales and receipts, administration and customer service costs, staffing costs, pool maintenance budget for chemicals, pool supplies and minor repairs, utility and sanitation costs, and 6% administrative overhead. In addition, AMG shall maintain complete maintenance and staffing records as follows:

a) A daily pool staffing log will be kept documenting certified pool personnel on the premises during operational hours;
b) A daily maintenance log will be kept documenting all work done on the premises;
c) A daily record of all equipment used on the premises; and
d) A daily record of all chemicals and pool supplies used in the operation of the premises and their frequency of use.

3.3.2 Independent Accounting. The Mt. Rainier Pool shall be operated as a separate entity by AMG and all accounting and reports regarding the Mt. Rainier Pool shall be independent and separate from AMG's own accounting and from any other activities in which AMG may be involved. A true accounting of all receipts and disbursements shall be maintained by AMG and shall be made available for review and audit by the Pool Owners at the discretion of the Pool Owners. Records of gross sales and receipts are to be kept for each revenue source and AMG is responsible for submittal of all taxes due in the ordinary course of operating the pool.

3.4 Capital Improvements.

3.4.1 AMG shall work with the Pool Owners to make any capital improvements to the Mt. Rainier Pool that are necessary and reasonable to allow it to fulfill its commitment to operate the pool; provided, however, that AMG shall have no obligation to make any capital improvements or repairs necessitated by an act of nature or other event beyond the control of AMG.

3.4.2 Repair items of $2,000 Dollars or more and/or over AMG's annual maintenance allocation of $15,000 Dollars must be submitted to the Pool

Owners for review and approval of fund allocation. Capital Items are identified on the "Owners Capital Improvement Responsibilities," attached hereto as "Exhibit C", and incorporated herein by this reference.

3.5 Personnel. AMG shall maintain an adequate number of qualified personnel to meet operational, maintenance and service requirements of this Agreement. AMG and its personnel shall operate in a business-like and courteous manner, and strive to provide high quality and personable services to the public. At no time shall AMG relinquish control of the pool operations to a third party without the written consent of the Pool Owners.

3.6 Independent Contractor. AMG and its employees or agents performing under this Operating Agreement are not employees or agents of the Pool Owners. AMG and its employees shall not hold themselves out as nor claim to be officers or employees of the Pool Owners or any of the member cities by reason hereof, nor will they make any claim of right, privilege or benefit which would accrue to a municipal employee under state law.

3.7 Closures AMG shall waive any claim against the Pool Owners from losses sustained or allegedly sustained due to any closure of the premises by the Pool Owners that may result from necessary improvements or repairs, failure of any utility systems, forces of nature, protection of public safety, or for any other reason.

4. RESPONSIBILITIES OF POOL OWNERS

In consideration of AMG operating and maintaining the Mt. Rainier Pool at the levels of service specified herein, the Pool Owners, on behalf of all contributors to the Mount Rainier Pool, shall pay AMG as follows:

4.1 Start Up Funds. Start up funds of Thirty Eight Thousand ($38,000.00) Dollars, due on or before January 1, 2004 and Twelve Thousand ($12,000.00) Dollars, due on or before January 1, 2005. Start Up Funds are identified on the "AMG 2004-2005 Start Up Funds Budget," attached hereto as "Exhibit D" and incorporated herein by this reference;

4.2 Annual Pool Operations Funds. An annual payment, based on actual Net Operating Costs (Mt. Rainier Pool operations and maintenance costs and 6% management fee less all Mt. Rainier Pool revenues generated by pool operations), to be paid in twelve (12) equal monthly payments payable on or before the first day of each month during the term of this agreement.

4.2.1 AMG's Net Operating Cost per year shall not exceed the estimated amount of $97,000.00;

4.2.2 Each monthly payment for the first year of operations shall be $8,083.34;

4.2.3 In the event that AMG is successful in reducing its actual Net Operating Costs over the term of this agreement, AMG will reconcile the difference and refund any over-payment of funds to the Pool Owners within 60 days of each year-end accounting cycle.

4.2.4 If the Pool Owners have not made any of the monthly payments within 10 days after its due date, AMG shall send, by registered mail and fax to the contact person for the Pool Owners, a written notice that such payment is overdue, and if payment is not made within 5 business days after said notice, AMG may terminate this Agreement by written notice.

4.3 Capital Expenditure Account. The Pool Owners shall establish, from funds coming from the County, a Mt. Rainier Pool Escrow Account. The funds from the escrow account shall be used for capital expenditures for the Mt. Rainier Pool. All capital items must qualify for the use of REET funds and projects must be of an amount of $5,000 or greater. The Pool Owners may, at any time and at their sole discretion and expense, make any and all improvements to or repairs, maintenance and/or modifications of the premises, or any of the areas assigned to AMG in the Operating Agreement, which it deems necessary or desirable to protect or serve pool users, or which enhance the pool, however the Pool Owners shall not be obligated to make any improvement or modifications of the premises.

5. AMENDMENTS

This Agreement may be amended only upon consent of all of the parties hereto. Any amendment shall be in writing and shall be ratified and executed by the parties in the same manner as set forth in § 7 of this Agreement.

6. DISPUTE RESOLUTION

6.1 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. The mediator may be selected by agreement of the parties or through the American Arbitration Association.

6.2 Following mediation, any unresolved controversy or claim arising from or relating to this Agreement or breach thereof shall be settled through arbitration 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.

6.3 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.

7. EFFECTIVE DATE, DURATION AND TERMINATION

7.1 This Agreement shall become effective as of January 1, 2004, provided it is approved as follows:

7.1.1 Approval by the official action of the governing body and the signing of the agreement by the duly authorized representative of AMG;

7.1.2 Approval by the official action of the Pool Owners Executive Committee and signing of the agreement by the duly authorized representative of the Pool Owners; and

7.1.3 Approval by the official action of the governing bodies and signing of the agreement by the duly authorized representative of each of the member municipalities forming the coalition of Pool Owners.

7.2 On or before September 1, 2006, the parties shall meet to consider an extension to this Agreement. If no extension agreement is reached this Agreement shall terminate on December 31, 2006.

7.3 Lack of Funding Contingency. In the event that the Pool Owners determine at any time that the costs to operate the Pool exceed their reasonably available funds, the Pool Owners shall provide 90 days notice of such lack of funds to AMG and to the Pool Owners' communities and shall make every reasonable and diligent effort to secure financial support for continued operation. If adequate funding is not secured in the ninety (90) day period, the Pool Owners shall certify to the Highline School District and King County in writing that: (1) it has used all reasonable and diligent efforts to continue to operate the Pool and to secure financial support therefor; (2) funds are not reasonably available to allow the continued operation of the Pool by the Pool Owners; and (3) the Pool Owners have been unable to assign their interest in the Pool to another operator or otherwise ensure the continued operation of the Pool as a public pool. Thereafter, the Pool Owners may elect to have title to the Pool revert to King County in accordance with the Pool Transfer Agreement and Assignment of Lease.

7.4 This Agreement may be terminated at any time by mutual agreement of the parties.

8. INDEMNIFICATION AND LIABILITY

8.1 AMG shall protect, save harmless, indemnify, and defend, at its own expense, the Pool Owners and their respective municipalities, their elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever brought by any third party, but only to the extent such loss or claim results from AMG's failure to comply with any duty or obligation undertaken by it under this Agreement, or any negligence or willful misconduct of

AMG in carrying out its duties and obligations under this Agreement, including claims by AMG's employees or third parties.

8.2 The Pool Owners and their respective municipalities shall protect, save harmless, indemnify, and defend, at their own expense, AMG, its elected and appointed officials, officers, employees and agents, from any loss or claim for damages of any nature whatsoever brought by any third party, but only to the extent such loss or claim results from the Pool Owners' failure to comply with any duty or obligation undertaken by it under this Agreement, or any negligence or willful misconduct of the Pool Owners in carrying out its duties and obligations under this Agreement, including claims by the Pool Owners' employees or third parties.

8.3 In the event of any party's liability for damages of any nature whatsoever arising out of the performance of this Agreement by any party, including claims by any party's own officers, officials, employees, agents, or volunteers, or claims by third parties, caused by or resulting from the concurrent negligence of two or more parties, their officers, officials, employees or volunteers, each party's liability hereunder shall be limited to the extent of that party's negligence.

8.4 AMG reserves the right to require pool liability and indemnity agreements and use agreements from users similar to those that King County required of users previous to the transfer of the asset to the Pool Owners.

8.5 Each party's indemnification provided herein constitutes each party'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 8 shall survive the expiration or termination of this Agreement.

9. INSURANCE

9.1 During the term of this agreement and any extensions, AMG shall maintain general commercial liability insurance coverage of not less than $1 million per occurrence and $5 million in the aggregate.

9.2 AMG's insurance coverage shall be primary insurance as respect the parties. Any insurance, self-insurance, or insurance pool coverage maintained by the parties shall be excess of AMG's insurance and shall not contribute with it.

9.3 AMG's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Pool Owners.

9.4 AMG shall furnish the Pool Owners with original certificates and a copy of the amendatory endorsements, including but not limited to, the additional insured endorsement, evidencing the insurance requirements of AMG.

10. SEVERABILITY

Should a court of competent jurisdiction declare any clause, phrase, sentence or paragraph of this Agreement invalid or void, the remaining provisions of this Agreement not so declared shall remain in full force and effect.

11. EXERCISE OF RIGHTS OR REMEDIES

Failure of any party to exercise any rights or remedies under this Agreement shall not be a waiver of any obligation by either party and shall not prevent either party from pursuing that right at any future time.

12. RECORDS

The parties shall maintain adequate records to document obligations performed under this Agreement. The parties shall have the right, upon reasonable notice, to review every other party's records with regard to the subject matter of this Agreement.

13. ENTIRE AGREEMENT

This Agreement, together with the exhibits, constitutes the entire Agreement between the parties with respect to the maintenance and operation of the Mt. Rainier Pool.

14. GOVERNING LAW AND STIPULATION OF VENUE

This Agreement shall be governed by the laws of the State of Washington. Any action hereunder must be brought in the Superior Court of Washington for King County.

15. CONTACTS FOR AGREEMENT. The contact persons for this AGREEMENT are:

AMG	**POOL OWNERS**
(Name)	Patrice Thorell
Chief Executive Officer	Parks & Recreation Director
(Address)	City of Des Moines
	21630 11th Ave. S.
	Des Moines WA 98198
(Telephone)	(206) 870-6529

EXECUTED and APPROVED by the Parties in identical counterparts, each of which shall be deemed an original, on the dates set forth below.

DATED this _____ day of
________________, 2003

MOUNT RAINIER POOL OWNERS

____
(NAME)
CHIEF EXECUTIVE OFFICER

DATED this _______ day of
__________________, 2003

AQUATIC MANAGEMENT GROUP, INC.

____
(NAME)
CHIEF EXECUTIVE OFFICER

APPROVED AS TO FORM this__________
day of ______________, 2003.

By________________________________
Richard S. Brown
Assistant City Attorney of Des Moines

DATED this _______ day of
__________________, 2003.

CITY OF DES MOINES
By____________________
Anthony Piasecki
Its City Manager
At the direction of the Des Moines City Council by motion regularly passed at an open public meeting on___________, 2003.

APPROVED AS TO FORM this__________
day of ______________, 2003.

By________________________________
Susan Sampson
City Attorney of Normandy Park

DATED this _______ day of
__________________, 2003.

CITY OF NORMANDY PARK
By________________________________
Merlin MacReynold
Its City Manager
At the direction of the Normandy Park City Council by motion regularly passed at an open public meeting on ___________, 2003.

APPROVED AS TO FORM this__________
day of______________, 2003.

By________________________________
Robert L. McAdams
City Attorney of SeaTac

DATED this _______ day of
__________________, 2003.

CITY OF SEATAC
By________________________________
Bruce Rayburn
Its City Manager
At the direction of the SeaTac City Council by motion regularly passed at an open public meeting on _________________, 2003.

EXHIBIT A
Pool Operator's Maintenance Responsibilities

The following is a list of maintenance and repair items that AMG will routinely maintain and repair:

- ✓ Plumbing failures or repairs
- ✓ Minor electrical repairs
- ✓ Pool systems including filter mechanicals and plumbing, water heaters and boiler, chemical systems and all associated pumps
- ✓ Cleaning and minor repairs of surfaces such as tile floors/ tile walls/ pool liner tile and all other surfaces in the natatorium, locker rooms, lobby, restrooms, office areas and all utility closets
- ✓ Cleaning and proper repair of all drains and drainage in locker rooms, natatorium, restroom and lobby areas
- ✓ Minor repair of all facilities and fixtures up to and including replacement of all but major components
- ✓ Minor repairs of facility drainage excluding major drainage of property issues
- ✓ Grounds keeping of grounds immediately surrounding the pool facility and parking area for the pool – includes minor repairs of facilities
- ✓ Any and all office equipment or computers
- ✓ Office furniture
- ✓ Pool equipment for conducting programs including hydraulic chairs, pool access ways, etc.
- ✓ Bleachers, benches, chairs, bulletin boards, etc. with the exception of major bleacher repair or replacement

EXHIBIT B
Personal Property to be transferred with Pool

(Attach King County Pool equipment and supply inventory here)

EXHIBIT C
Owners Capital Improvement Responsibilities

Items that will not be routinely maintained / repaired by AMG when costs exceed $2,000 without Owner's capital support:

- Extensive plumbing repair or replacement (>$2000)
- Extensive electrical repair or replacement including lighting (>$2,000)
- Heating or ventilation repair or replacement
- Extensive pool mechanical system repair or replacement including:
    - Boiler
    - Pumps
    - Main supply failures
    - Filter failure requiring replacement
- Major facility repair such as roof repairs, wall repairs, etc.
- Repair or maintenance of the parking lot surfaces including painting of parking lot markings and parking lot signage
- Improvements to or major repairs of grounds or landscape features including walkways, plantings, trees, etc.
- Pool liner or substructure failure
- Major repair to pool deck surfaces, diving board, starting blocks, clocks or timers

In addition, AMG may request capital funds to enhance the pool performance or to enhance the patron experience in an effort to increase pool revenues for any or all programs. These requests may include the following:

- Locker room enhancements, amenities or improvements
- Gallery enhancements, amenities or improvements
- Enhancements to pool equipment or additional pool equipment
- Big toys, or free standing enhancements to enhance rental patronage
- Cosmetic upgrades to enhance pool appearance
- Upgrades to enhance pool performance
- Mechanical upgrades to enhance pool appearance or environment

EXHIBIT D
AMG Proposed 2004 Start–up Budget Requirements

The following are AMG's start up expense estimations for 2004:

1. Computers – 3 systems at $700ea. plus peripherals including networking, internet connections, firewalls, printer/copier/fax, scanner, credit card reader and associated connections (total of $3,200)
2. Computer Software – administrative ($2000)
3. Computer software accounting – ($500)
4. Computer point of sale ($1500) includes associated hardware and software
5. Business machines (calculators, shredder, etc.) ($500)
6. Administrative supplies including all office supplies and swim school operation supplies excluding 'equipment' – see below ($1000)
7. Staffing accommodations including first aid, staff rest area, water, fans, etc. ($250)
8. Locks and safe combination changes ($300)
9. Furniture repairs or upgrades ($500) (primarily chairs for cashiers and manager)
10. Facility inspections / permits ($500)
11. Pool equipment repair / upgrades (kickboards, fins, water-ex accessories, underwater tables for preschool lesson platforms, etc.) ($2500)
12. Pool interior AMG Swim School signage ($1000)
13. Unexpected expense for facility and operations ($2500)
14. Pool vacuum ($4,000)
15. Total is approximately $20,000

Start-up cash flow reserves will need to accommodate all of the early expenses as well as the potential maximum liability during the first months as revenue catches up to the expenses. A total of $40,000 can be expected in the first month due to these expenses alone. This assumes no facility repairs or unexpected maintenance will be required. As hedge against the unexpected, and in order to allow some flexibility in capital investment, another $10,000 is added as a conservative measure.

General annual pool incurred expenses:

Electricity	$(35,844.00)	**Based upon county figures for 2001**
Water	$(10,539.00)	**Based upon county figures for 2001**
Fuel	$(50,648.00)	**Based upon county figures for 2001**
Chemicals	$(2,500.00)	**Based upon county figures for 2001**
Office Supplies	$(11,620.00)	**Initial year cost is higher due to office setup costs**
Permits	$(300.00)	**Fixed yearly**
Telecom	$(1,500.00)	**Based upon Kent Meridian history in 2003**
Overhead	$(15,293.46)	**Includes promotions and advertising**
Liability Insur.	$(10,000.00)	**Basic coverage plus cost per students (see para 6.)**
Add. Maint.	$(15,000.00)	**Based upon Kent Meridian history in 2003 and county est.**

~~10/28/03 DRAFT~~
KC Draft of 10/30/03

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT ("Agreement") is entered into this _____ day of ___________, 2003, by and between KING COUNTY, a political subdivision of the State of Washington (the "County"), MOUNT RAINIER POOL OWNERS, a coalition of the CITIES OF DESMOINES, NORMANDY PARK AND SEATAC, all Washington municipal corporations ("Pool Owners"), and HIGHLINE SCHOOL DISTRICT NO. 401, a Washington municipal corporation (the "District") (collectively referred to herein as the "Parties").

WHEREAS, the County has leased certain real property from the District pursuant to the Lease Agreement dated March 6, 1974 ("Lease"), which is attached and incorporated herein as Exhibit A;

WHEREAS, the County has constructed a facility known as the Mount Rainier Pool ("Pool") on the property leased from the District pursuant to the Lease;

WHEREAS, the County and the Pool Owners have reached an agreement for transfer of ownership of the Pool from the County to the Pool Owners under that certain Pool Transfer Agreement dated _________, 2003 ("Pool Transfer Agreement") ;

WHEREAS, the Lease should accordingly be assigned to the Pool Owners, and the District approves of such assignment, on the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual promises made in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. Assignment.
The County hereby assigns, transfers and conveys to the City of DesMoines, the City of SeaTac and the City of Normandy Park, as co-owners and operating as the Mount Rainier Pool Owners coalition, all of the County's right, title, and interest in and to the Lease.

2. Assumption.
The Pool Owners hereby accept and assume all of the County's right, title and interest in and to the Lease and assume all obligations of any kind or nature under the Lease that arise after the date of this Agreement. The Pool Owners agree for

ATTACHMENT D

themselves and their respective successors and assigns, to defend, indemnify, and hold harmless the County, its appointed and elected officials and employees, from and against any and all claims, liability, damages, demands, suits, judgments, costs, including attorney fees and costs of defense (collectively, "Claims"), to the extent such Claims are caused by or arise out of the Pool Owners' breach or violation of the terms of the Lease or this Agreement. The foregoing notwithstanding, the Pool Owners shall have no obligation to defend, indemnify, or hold harmless the County, or any of its elected officials or employees, for any Claims relating to termination of the Lease after the mothballing or closure of the Pool as permitted under the terms of the Pool Transfer Agreement.

3. Cessation of Pool Owners' Operation of Pool.

3.1 The Pool Owners shall be entitled to close or cease operations of the Pool in the event that it becomes economically imprudent for the Pool Owners to continue to own, maintain and operate the swimming facility located on the premises and the Pool Owners have made all reasonable efforts to keep the Pool open and has complied with all obligations and conditions for mothballing and closure of the Pool as set forth in the Pool Transfer Agreement. For purposes of this section, continued operation shall be deemed economically imprudent if the Pool Owners have complied with all obligations and conditions in the Pool Transfer Agreement for certification that the operations of the Pool are not economically viable (including, but not limited to, the requirements in Section ~~1.7~~ 6.1 thereof) and are unable to adequately cover all costs of operating the swimming facility (including, but not limited to, reasonable allowances for overhead costs, reserves for repairs and capital improvements, and costs of insurance) with funds from operating revenues generated by the pool facility, funds from cities (and/or any other governmental or public support source (other than King County), and any grants or donations from foundation or corporate donor resources that may be available to the Pool Owners for support of the facility.

3.2 If the Pool Owners intend to close or cease operating the Pool, they shall provide the County and the District with written notice of such decision no less than one hundred twenty (120) days before the commencement of the six month mothballing period required by Section ~~1.7~~ 6.1.2 of the Pool Transfer Agreement, and during such one hundred twenty (120) day period the Pool Owners, County and the District shall work together diligently and in good faith to seek to find another entity to assume ownership and/or operation of the Pool in an effort to prevent the Pool from being mothballed. Following compliance with all obligations and conditions of the Pool Transfer Agreement for mothballing and closure of the Pool, -the Pool Owners shall convey the Pool free and clear of all liens and encumbrances and in good condition to the County (or to such other entity approved by the District) at the end of the six month mothballing period. If no such other entity is so approved by the District, the Pool Owners shall convey the Pool to the County in a mothballed state and shall take all actions necessary to maintain the Pool in such condition until said conveyance.

3.3 Upon conveyance of the Pool to the County pursuant to Section 3.2, the Lease shall terminate and the County shall have no obligation to operate the Pool or make the Pool available to or for the use of the District or others, and shall continue mothballing the Pool in accordance with industry and County standards for a period of six (6) months ("Mothballing Period"). During the Mothballing Period, the County shall continue to secure and maintain the Pool building and associated property and shall carry insurance substantially similar to the insurance currently in place and carried by the County as of the date of this Agreement and consistent with the requirements of the Lease (whether or not the Lease is then in effect), provided, however, that the County may elect to self insure against tort liability arising from the Pool. During the Mothballing Period, the Parties will work together diligently and in good faith to seek to find another third party willing to assume ownership and operation of the Pool.

3.4 Upon the expiration of the Mothballing Period, the Pool's useful life as contemplated by King County Resolution 34571 and the Lease shall expire. Following the Mothballing Period, the County may permanently close the Pool but shall continue to secure and maintain the Pool building and associated property and shall carry insurance substantially similar to the insurance currently in place and carried by the County as of the date of this Agreement and consistent with the requirements of the Lease (whether or not the Lease is then in effect), provided, however, that the County may elect to self insure against tort liability arising from the Pool.

3.5 At any time after a conveyance of the Pool to the County pursuant to Section 3.2 and prior to March 6, 2009, the District may by written notice direct the County to demolish the Pool at the County's sole cost and expense. The County shall complete such demolition in a reasonable time, not to exceed one year, following its receipt of the written notice (even if such demolition extends beyond March 6, 2009). As used herein, "demolition" shall include, but not be limited to, the following: demolish the pool building and associated improvements; import fill at pool and foundation; remove sidewalks, underground utilities and asbestos (if any); remove all debris; grade and seed site; construction contract costs, including contractor's fees, construction management fees and general conditions; obtain all necessary permits; design and engineering; and payment of sales taxes and inspection costs.

3.6 All title and ownership to the Pool shall automatically transfer and revert to the District as of March 6, 2009 or upon such earlier date as the ~~Upon the~~ the Pool is either closed by the Pool Owners in accordance with Section 7.1 of the Transfer Agreement or the Pool is demolished ~~earlier of the demolition of the Pool~~ under Section 3.5 hereof~~, March 6, 2009 (as such date may be extended in order for the County to complete demolition), or such earlier date as the District elects by written notice, all title and ownership of the Pool shall transfer to the District and the County shall have no further obligations or responsibilities under this Agreement or regarding the Pool.~~ Upon such transfer to the District, the County shall have no further obligations or responsibilities under this Agreement or the Lease or regarding the Pool. In such event, the County agrees that the District shall have no obligation to operate the Pool and no obligation to comply with any of the operating restrictions or deed covenants set forth in the Pool Transfer Agreement and any previous documents of record (and the deed to the District shall provide for the termination and release of all such restrictions and deed covenants), nor shall the District have any obligations whatsoever to operate or maintain the Pool or its related facilities and building. It is expressly understood and agreed that the District considers the ability to demolish the Pool or otherwise convert the Pool facility and the underlying property to another use to be a material consideration for its decision to agree to this Agreement, as well as to the release provided to the County in Section 4 of this Agreement.

4. Acceptance.

The District hereby approves and accepts the assignment of the Lease from the County to the Pool Owners pursuant to the terms contained in this Agreement and releases the County from all obligations under the Lease, provided, however, this release shall not constitute a release from liability as to any breach of the Lease by the County that occurred prior to the date of this Agreement or as to any breach of this Agreement by the County, nor shall it constitute a release as to any third party claim related to the County having agreed to an assignment of the Lease or having entered into the Pool Transfer Agreement with the Pool Owners.

5. No Other Amendments.

Except as modified or amended by this Agreement, all of the terms and conditions of the Lease remain unchanged.

6. General Provisions.

This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement. No provision of this Agreement may be amended or modified except by written agreement signed by the Parties.

This Agreement shall be binding upon and inure to the benefit of the Parties' successors in interest, heirs and assigns. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision. In the event any of the Parties defaults on the performance of any terms of this Agreement or any Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, each Party shall pay all its own attorneys' fees, costs and expenses. This Agreement shall be governed by the laws of the State of Washington. The venue for any dispute related to this Agreement shall be King County, Washington. Failure of any Party to declare any breach or default immediately upon the occurrence thereof, or delay in taking any action in connection with, shall not waive such breach or default. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor.

7. Pool Use Agreement.

The Parties acknowledge and agree that the County has in the past allowed the District to use the Pool under the terms of a use agreement, and the Pool Owners will continue to do so under the terms of the most recent Pool Use Agreement entered into between the County and the District on July 1, 2002 (the "Pool Use Agreement"). Prior to the expiration of the Pool Use Agreement, the Pool Owners agree to engage in good faith negotiations to facilitate the District's continued use of the Pool during the term of the Lease, as contemplated by Section 2 of the Lease.

8. Notices.

All notices or communications by one of the parties hereto to the other shall be addressed, respectively, as follows:

If to the County:	King County Bob Burns, Acting Manager King County Parks and Recreation Division King Street Center, 7th Floor 201 S. Jackson Street Seattle, WA 98104
If to the District:	Dr. Joseph McGeehan Superintendent Highline School District No. 401 15675 Ambaum Blvd. S.W. P.O. Box 66100 Seattle, WA 98166

If to the City of Des Moines: ______________

____

____

____

If to the City of SeaTac: ______________

____

____

____

If to the City of Normandy Park: ______________

____

____

____

Any party may change its address for notice as set forth above by giving written notice of a different address (or addresses) to each of the other parties in the manner specified in this Section 9. Except as otherwise expressly provided, any notice shall be deemed to have been given (a) three (3) business days after the mailing thereof when mailed by registered or certified mail (return receipt requested), (b) the next business day after delivery to any overnight courier service offering proof of receipt, (c) upon receipt if sent by facsimile (with copy by registered or certified mail, return receipt requested), or (d) upon receipt if by hand delivery.

The Pool Owners agree that a copy of any notice or other communication sent to the County pursuant to this Agreement or the Pool Transfer Agreement shall be sent simultaneously to the District.

9. Joint and Several Liability

The City of DesMoines, the City of SeaTac and the City of Normandy Park shall be jointly and severally liable for the obligations of the Pool Owners under this Agreement.

10. Counterparts.

This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

EXECUTED and APPROVED by the Parties in identical counterparts of this Agreement, each of which shall be deemed an original hereof, on the dates set forth below.

APPROVED AS TO FORM this ______ day of ______________, 2003.

By______________________________
Richard S. Brown
Assistant City Attorney of DesMoines

DATED this ______ day of ___________, 2003.

CITY OF DESMOINES

By______________________________
Tony Piasecki
Its City Manager
At the direction of the DesMoines City Council by resolution regularly passed at an open public meeting on __________, 2003.

APPROVED AS TO FORM this ______ day of ______________, 2003.

By______________________________
Susan Sampson
City Attorney of Normandy Park

DATED this ______ day of ___________, 2003.

CITY OF NORMANDY PARK

By______________________________
Merlin MacReynold
Its City Manager
At the direction of the Normandy Park Council by motion regularly passed at an open public meeting on __________, 2003.

APPROVED AS TO FORM this ______ day of ______________, 2003.

By______________________________
Robert L. McAdams
City Attorney of SeaTac

DATED this ______ day of ___________, 2003.

CITY OF SEATAC

By______________________________
Bruce Rayburn
Its City Manager
At the direction of the SeaTac City Council by motion regularly passed at an open public meeting on __________, 2003.

APPROVED AS TO FORM this ______ day of ______________, 2003.	DATED this ______ day of ___________, 2003.
	HIGHLINE SCHOOL DISTRICT NO. 401
By______________________________ William L. Green Attorney for Highline School District	By______________________________ Dr. Joseph McGeehan Its Superintendent At the direction of the Highline School Board by resolution regularly passed at an open public meeting on ___________, 2003.
APPROVED AS TO FORM this ______ day of ______________, 2003.	DATED this ______ day of ___________, 2003.
	KING COUNTY
By______________________________ Name: __________________________ King County Prosecuting Attorney	By______________________________ Name: __________________________ Its: ____________________________ At the direction of the King County Council by __________ regularly passed at an open public meeting on ___________, 2003.

STATE OF WASHINGTON)
) ss.
COUNTY OF ___________)

On this _____ day of _________________, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Tony Piasecki, to me known to be the person who signed as City Manager of the CITY OF DESMOINES, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

____
(Signature of Notary)

____
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _______________.
My appointment expires: _________________.

STATE OF WASHINGTON)
) ss.
COUNTY OF ___________)

On this _____ day of _________________, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Merlin MacReynold, to me known to be the person who signed as City Manager of the CITY OF NORMANDY PARK, the municipal corporation[??] that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

____
(Signature of Notary)

____
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at ________________.
My appointment expires: _________________.

STATE OF WASHINGTON)
) ss.
COUNTY OF ___________)

On this _____ day of ________________, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Bruce Rayburn, to me known to be the person who signed as City Manager of the CITY OF SEATAC, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

____
(Signature of Notary)

____
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State of Washington, residing at ________________.
My appointment expires: ________________.

STATE OF WASHINGTON)
) ss.
COUNTY OF ___________)

On this _____ day of _________________, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Dr. Joseph McGeehan, to me known to be the person who signed as Superintendent of HIGHLINE SCHOOL DISTRICT NO. 401, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that he was duly elected, qualified and acting as said officer of the municipal corporation, that he was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

____
(Signature of Notary)

____
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at ________________.
My appointment expires: ___________________.

STATE OF WASHINGTON)
) ss.
COUNTY OF ____________)

On this _____ day of _________________, 2003, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ________________________________, to me known to be the person who signed as ________________________ of KING COUNTY, the municipal corporation that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation for the uses and purposes therein mentioned, and on oath stated that ______ was duly elected, qualified and acting as said officer of the municipal corporation, that ______ was authorized to execute said instrument and that the seal affixed, if any, is the corporate seal of said municipal corporation.

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.

____
(Signature of Notary)

____
(Print or stamp name of Notary)

NOTARY PUBLIC in and for the State
of Washington, residing at _______________.
My appointment expires: _________________.

EXHIBIT A

LEASE AGREEMENT

City of Des Moines Parks, Recreation and Senior Services

Memo

To: City Manager

From: Parks Director and Assistant City Attorney

CC: City Attorney

Date: 10/30/2003

Re: City Exposure as Owner of Mt. Rainier Pool

Mayor Steenrod and City Council members requested information regarding city liability exposure regarding Mt. Rainier Pool ownership. The following is an overview of possible exposures as provided by the city's insurance administrator Washington Cities Insurance Authority (WCIA).

As a member of the Washington Citiies Insurance Authority, Des Moines would be covered as a pool owner. The city's coverage is $14 million per occurrence (action) in aggregate (accumulative coverage for one year). The city would add the Mt. Rainier Pool to the city's WCIA Property Schedule based on the percentage of city ownership in the building. The city's insurance rate is based on its loss record and number of worker hours.

As pool owner, the city would contract pool operations to a pool operator. The pool operator would have primary insurance coverage for pool operations, hold the city harmless for any negligence on the part of the operator and name the city (owners) as an additional insured. As primary insured, the pool operator would be responsible for liability coverage up their insurance limits. WCIA prefers that the city's pool operator secure insurance at $1 million per occurrence and $5 million in aggregate. However, due to the current insurance market, pool liability coverage over $1 million per occurrence and $2 million aggregate may not be available for purchase.

The following Aquatic Guidelines would be reviewed with the pool operator and incorporated as practicable into the Pool Operator Agreement.

<u>Aquatics Guidelines :</u>

<u>Pool Operator Exposures-</u> Liability claims arising from swimming facilities can result from a bodily injury being suffered by the user, and/or transfer of communicable illness to the public. These may be alleged to have resulted from: improper design, construction, or maintenance of the facility for actual usage; inadequate, unqualified personnel to maintain and/or guard the pool; and/or inadequate documentation of activities.

<u>Recommended Controls-</u> Members should adopt policies consistent with current state statutes pertaining to WATER RECREATION FACILITIES found in Chapter 246-260 WAC and Chapter 70.90 RCW. Water Recreation Facility is defined as "any artificial basin or other structure containing water used or intended to be used for recreation, bathing, relaxation or swimming, where body contact with the water occurs or is intended to occur and includes auxiliary buildings and appurtenances. The term also includes conventional swimming pools, wading pools, and spray pools, spa pools and tubs using hot or cold water, and any area designated for swimming in natural waters with artificial boundaries

ATTACHMENT E

within the waters. If appropriate levels of trained staff are unavailable for a facility, even temporarily, the facility should be closed until staffing requirements can be met.

I. Operating Permit
A. Obtain and renew annually an operating permit as required by WAC 246-260-040 and RCW 70.90.170

II. Water Quality
A. Maintain waters free from harmful levels of disease-producing organisms, toxic chemicals, or adverse physical conditions for patron safety in accordance with WAC 246-260-070

III. Monitoring, Reporting, and Recordkeeping (WAC 246-260-080)
A. Comply with statutory reporting requirements for death, injury, and illness as well as incidents creating a potential problem of health or safety significance, and PAR.07
B. Monitoring and maintaining records for at least three years on:
1. water quality conditions
2. routine preventative maintenance provided on all hazardous equipment
3. daily estimation of number of users
4. personnel credentials, training, and/or required certifications

IV. Swimming Pool Design, Construction, and Equipment
A. Members should comply with WAC 246-260-090 with regard to:
1. Walking Surfaces
2. Barriers
3. Pool Surfaces
4. General Floor and Wall Dimensional design
5. Requirements for Pools Furnishing Areas for Diving
6. Pool Appurtenancas
7. Water Volume Turnover
8. Depth Markings
9. Safety/Marking Line
10. Bather Load
11. Inlets/Outlets
12. Flow
13. Balancing Tanks
14. Pumps, Strainers, and Valves
15. Equipment Rooms
16. Make-up Water
17. Filters
18. Disinfection Equipment
19. Chemical Feeding Equipment
20. Heaters
21. Ventilation
22. Testing Equipment
23. Chemical Storage
24. Restroom, Locker Room, and Plumbing Fixtures
25. Lighting
26. Emergency Equipment
27. Lifeguard Chairs
28. Signs

V. Operation of Swimming Pool Facilities
A. Members should comply with WAC 246-260-100 with regard to:
1. Protect public health, safety, and water quality by establishing practices and developing an operations manual addressing:

a. physical pool facility components
b. personnel
c. users and spectators
d. environmental conditions
2. Develop an emergency response plan

VI. Restrictions on Animals
A. WAC 246-260-220 requires facility owners to prevent animal access to the water recreation pool facility except by users or spectators requiring services of guide dogs accompanying them to the deck area. WCIA recommends this same tolerance for patrons or spectators accompanied by "service animals".

Compliance with WAC 246-260- According to WAC 246-260-050 some WAC's dealing with physical facility requirements are meant to be applied to new construction, and facilities constructed after the effective date of the revisions. Existing facilities built before the effective date of these revisions and meeting the barrier requirements identified in WAC 246-260-050(3) and other requirements identified in WAC 246-260-050(1)&(2) may be continued in use. The Authority recommends continuing effort be made by the Member to upgrade the existing facility to meet these applicable requirements as closely as possible as funds permit.

VII. Starting Blocks
A. It is recommended that members comply with the National Federation of High School Association (NFHS) recommendations on the installation of starting blocks in swimming pool facilities. In December 2001, NFHS informed its members of their decision to immediately eliminate the use of 18-inch diving platforms in pools with water depth from 3½ to 4 feet. The decision was based on the NFHS Rules Committee's concern about the potential for injuries in pools with water depth of less than 4 feet involving swimmers using improper techniques. NFHS further advised that swimmers must start from the deck or in the water if the pool depth is 3½ to 4 feet. Washington Interscholastic Activities Association (WIAA) has also adopted the NFHS ruling. All WCIA members who operate a public swimming pool and who conduct or permit swimming competitions and/or practices should comply with this recently adopted change.
B. In accordance with WAC 246-260-090, starting blocks on the shallow end of the pool should be removed when not in use by competitive swimmers, and firmly secured when in use.
C. Starting blocks that are permanent (cannot be removed) should be fitted with block covers when open for public swimming activities.

DISCUSSION ITEM
#2

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: 2004 Budget – Department Reviews 2004 Budget – Debt Service, Internal Service & Reserve Funds	FOR AGENDA OF: November 6, 2003 DEPT. OF ORIGIN: Finance DATE SUBMITTED: October 31, 2003
ATTACHMENTS: A. Department Reviews Attachments 1 - 63 B. Traffic Unit Revenue Report C. Debt Service, Internal Service & Reserve Funds Attachments A - M	CLEARANCES: [ ] Finance pl APPROVED BY CITY MANAGER FOR SUBMITTAL: CTL for TP

Purpose and Recommendation

The purpose of this agenda item is to report to the City Council individual department operating budget information proposed for 2004. Department briefings scheduled include Parks, Recreation and Senior Services including All City Buildings, Health and Human Services and the Mt. Rainier Pool Contributors' Fund, Law Enforcement including the Police Drug Seizure Fund and Traffic Unit, Public Works including the Equipment Rental Operations and Equipment Replacement Funds, the Marina Revenue and Repair and Replacement Funds, and the Surface Water Management Operations Fund.

Staff will provide an overview of the 2004 budgets for the Debt Service Funds, Computer Equipment Operations & Capital Funds, Self-Insurance Fund, Unemployment Fund, Revenue Stabilization Fund, and Facility Repair & Replacement Fund.

Background

The 2004 budget process focused on cost containment and staff was directed to maintain discretionary expenditures to 2003 levels. The base budgets provided were developed within these cost constraints. In addition, departments' have submitted their highest unmet budget needs for Council's review. The attachments detail each department's 2004 base budgets by expenditure category in comparison to the 2003 budget and 2003 estimated yearend. Explanations are provided for percentage changes in the 2004 budget from the 2003 budget.

Recommendation

No actions is required. This is intended to communicate the 2004 operating budget information.

ATTACHMENT A

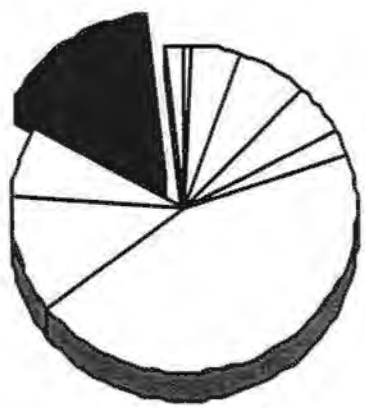
City of Des Moines

2004 Budget
Department Reviews

Attachment 1

General & Street Funds 2004 Budget
Department: Park and Recreation

PERCENT OF BUDGET
15.0%



2004 Operating Budget
$14.4 Million

Expenditures by Division:

Division	2003	2004	Chg
Admin	$314,268	$273,614	-12.9%
Park Ops	639,339	701,224	9.7%
Rec Prog	584,454	677,056	15.8%
Sen Serv	168,293	187,728	11.5%
Sen Prog	63,980	67,910	6.1%
All City Bldg	155,145	163,379	5.3%
Human Serv	80,164	81,000	1.0%
Total	$2,005,643	$2,151,911	7.3%

General & Street Funds 2004 Budget
Department: Park and Recreation

Staffing Levels:

Division	2003	2004	Chg
Administration	3.3	2.3	-1.0
Park Operations	4.5	4.5	0.0
Recreation Programs	1.5	3.5	2.0
Senior Services	2.0	2.0	0.0
Senior Programs	0.5	0.5	0.0
All City Buildings	1.0	1.0	0.0

Administration:	1 Recreation Coordinator was moved to Recreation Programs.
Programs:	Along with the added Recreation Coordinator, 1 Recreation Specialist was added in October 2003.

General & Street Funds 2004 Budget

Dept: Park and Recreation Division: Administration

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$197,653	$197,653	$155,806	-21.2%
Personnel Benefits	54,712	54,712	45,149	-17.5%
Supplies	8,860	9,050	10,050	13.4%
Other Services	30,810	27,810	29,000	-5.9%
Interfund Charges	22,233	22,233	33,609	51.2%
Total Expenditures	**$314,268**	**$311,458**	**$273,614**	**-12.9%**

General & Street Funds 2004 Budget

Dept: Park and Recreation Division: Administration

Analysis of Budget Changes:

- **Salaries & Wages** – 21.2% net decrease due to the transfer of a Recreation Coordinator position to Recreation Programs and the preliminary adjustment for non-representative employee TCC
- **Personnel Benefits** – 17.5% net decrease due to the transfer of one position to Programs and the rate increases in medical & dental plans
- **Other Services** – 5.9% decrease primarily due to reduction in travel and training
- **Interfund Charges** – 51.2% increase due to restoring assessment for computer & equipment replacements, adding maintenance for a van, and change in insurance assessment based on L & I hours

General & Street Funds 2004 Budget

Dept: Park and Recreation Division: Park Operations

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$288,662	$286,662	$295,645	2.4%
Personnel Benefits	93,898	93,478	95,707	1.9%
Supplies	64,585	67,035	68,535	6.1%
Other Services	137,750	173,943	157,510	14.3%
Interfund Charges	49,944	49,944	83,827	67.8%
Capital Outlay	4,500	4,500	0	-100%
Total Expenditures	**$639,339**	**$675,562**	**$701,224**	**9.7%**

General & Street Funds 2004 Budget

<u>Dept</u>: Park and Recreation <u>Division</u>: Park Operations

Analysis of Budget Changes:

- **Salaries & Wages** – 2.4% increase due to adjustments for salary steps, salary increase for teamsters, and preliminary adjustment for non-representative employee TCC
- **Personnel Benefits** – 1.9% net increase due to rate increases in medical & dental plans offset by change in dependent coverage
- **Supplies** – 6.1% increase due to supplies for the Sonju Property
- **Other Services** – 14.3% increase primarily due to utilities for the Steven J. Underwood Memorial Park
- **Interfund Charges** – 67.8% increase due to restoring assessments for computer and equipment replacements and change in insurance assessment based on L & I hours

General & Street Funds 2004 Budget

Dept: Park and Recreation Division: Programs

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$316,023	$290,825	$374,007	18.3%
Personnel Benefits	70,896	68,960	110,643	56.1%
Supplies	51,460	40,800	40,800	-20.7%
Other Services	103,685	103,825	104,160	0.5%
Interfund Charges	40,390	40,390	47,446	17.5%
Equipment	2,000	0	0	-100.0%
Total Expenditures	**$584,454**	**$544,800**	**$677,056**	**15.8%**

General & Street Funds 2004 Budget

Dept: Park and Recreation Division: Programs

Analysis of Budget Changes:

- **Salaries & Wages** – 18.3% net increase due to preliminary adjustment for non-representative employee TCC, the movement of a Recreation Coordinator to Programs, the addition of a Recreation Specialist in 2003, and a reduction in part-time hours
- **Personnel Benefits** – 56.1% increase due to rate increases in medical & dental plans and the addition of 2 full-time employees
- **Supplies** – 20.7% decrease based on 2003 actuals
- **Interfund Charges** – 17.5% increase due to restoring assessment for computer replacement and change in insurance assessment based on L & I hours

General & Street Funds 2004 Budget

Dept: Park and Recreation Division: Senior Services

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$100,296	$100,296	$105,040	4.7%
Personnel Benefits	20,359	21,850	23,574	15.8%
Supplies	4,525	5,275	4,775	5.5%
Other Services	18,370	17,489	18,605	1.3%
Interfund Charges	24,743	24,743	35,734	44.4%
Total Expenditures	**$168,293**	**$169,653**	**$187,728**	**11.5%**

General & Street Funds 2004 Budget

Dept: Park and Recreation Division: Senior Services

Analysis of Budget Changes:

- **Salaries & Wages** – 4.7% increase due to adjustments for salary steps and preliminary adjustment for non-representative employee TCC
- **Personnel Benefits** – 15.8% increase due to rate increases in medical & dental plans
- **Interfund Charges** – 44.4% increase due to restoring assessments for computer and equipment replacements and change in insurance assessment based on L & I hours

General & Street Funds 2004 Budget

Dept: Park and Recreation Division: Senior Programs

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$10,794	$10,794	$11,028	2.2%
Personnel Benefits	1,182	1,182	1,152	-2.5%
Supplies	1,450	4,214	2,300	58.6%
Other Services	49,460	48,587	52,250	5.6%
Interfund Charges	1,094	1,094	1,180	7.9%
Total Expenditures	**$63,980**	**$65,871**	**$67,910**	**6.1%**

General & Street Funds 2004 Budget

Dept: Park and Recreation Division: Senior Programs

Analysis of Budget Changes:

- **Salaries & Wages** – 2.2% increase due to preliminary adjustment for non-representative employee TCC
- **Personnel Benefits** – 2.5% net decrease due to actual increase for 2003 retirement benefits was less than budgeted
- **Supplies** – 58.6% increase is due primarily to program related supplies and items for resale
- **Interfund Charges** – 7.9% increase due to change in insurance assessment based on L & I hours

General & Street Funds 2004 Budget

Dept: Park and Recreation Division: All City Buildings

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$54,332	$54,232	$55,060	1.3%
Personnel Benefits	14,146	14,146	15,142	7.0%
Supplies	5,400	6,350	6,850	26.9%
Other Services	65,310	62,990	64,555	-1.2%
Interfund Charges	15,957	15,957	21,772	36.4%
Total Expenditures	**$155,145**	**$153,675**	**$163,379**	**5.3%**

General & Street Funds 2004 Budget

Dept: Park and Recreation Division: All City Buildings

Analysis of Budget Changes:

- **Salaries & Wages** – 1.3% increase due to salary increase per union contract and slight increase in overtime
- **Personnel Benefits** – 7.0% increase due to rate increases in medical & dental plans
- **Interfund Charges** – 36.4% increase due to restoring assessment for equipment replacement and change in insurance assessment based on L & I hours

General & Street Funds 2004 Budget

Department: Park and Recreation

Unmet Needs

Administration:

- Volunteer Assessment - $10,000
- Cultural Arts Plan - $10,000

All City Buildings:

- .40 Facility Worker - $25,813
  (moved from Parks to All City Buildings-.60 remains in Parks)

General & Street Funds 2004 Budget

Department: Park and Recreation

Unmet Needs

Park Operations:

- Park Building Improvements - $39,000 (Facility Repair & Replacement Fund?)
- Downtown Banners - $9,000 (Facility Repair & Replacement Fund?)
- Transport Trailer - $5,300
- Forklift (Share with Streets, SWM) 1/3 Cost - $2,000
- 0.50 Park Maintenance Worker - $27,760 annually

General & Street Funds 2004 Budget

Department: Park and Recreation

Unmet Needs

Park Operations:

- **Change in Personnel**

Program Analysis:	Parks	All City Bldg
Add .50 Park Maintenance Worker	$23,820	
Add 1.0 Park Maintenance Worker	$55,640	
Eliminate 3,557 part-time hours	-$51,700	
Net Cost	**$27,760**	
Move .40 Worker from Parks to ACB	-$25,813	$25,813
Total Net Cost	**$ 1,947**	**$25,813**

General & Street Funds 2004 Budget

Dept: Park and Recreation Division: Human Services

Analysis of Budget Changes:	2003	2004
Pregnancy Aid	$ 1,000	$ 0
Des Moines Food Bank	25,000	26,000
Childcare Resources	1,334	1,500
Crisis Clinic	3,530	4,000
HSD-Community in School-Parkside	5,000	5,500
Catholic Community Services-Emergency Asst	6,000	4,000
Senior Services of South King County	3,000	4,000
South King County Multi-Service Center	2,000	2,500
Changes Support Group	1,500	0
Hospitality House	5,000	0
Before & After School Care Program	5,000	6,000
Reinvesting in Youth	2,800	0
Catholic Community Services-Katherine's House	0	2,000
Des Moines Legacy Foundation	0	4,000
Institute for Family Development	0	2,500

General & Street Funds 2004 Budget

Dept: Park and Recreation Division: Human Services

Funding Remains the Same	2003/2004
King County Sexual Assault	$ 4,000
DAWN	5,000
Highline Community College-Adult Literacy	2,000
Auburn Youth Services	2,500
TOTAL 2004 FUNDING REQUESTS	**$81,000**

UNMET NEEDS:

- **Human Services Study Update - $10,000**
- **Part-time Human Services Specialist Position - $32,000**

Mt. Rainier Pool Contributors Fund
2004 Budget

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Prof Services	$ 0	$ 0	$132,000	N/A
Intergov't Services	217,620	191,215	0	-100%
Capital Outlay	0	0	50,000	N/A
Total Expenditures	**$217,620**	**191,215**	**$182,000**	**-16.4%**

Fund Balance Analysis	
2004 Beg Fund Bal	$ 0
2004 Contributions	185,000
2004 Interest	50
2004 Expenses	182,000
Total Avail Fund Bal	$ 3,050

CONTRIBUTIONS:	
Des Moines	$75,000
Highline School Dist	20,000
Normandy Park	15,000
Sea Tac	25,000
King County (Capital)	50,000

General & Street Funds 2004 Budget
Department: Law Enforcement

PERCENT OF BUDGET
45.2%

2004 Operating Budget
$14.4 Million

Expenditures by Division:

Division	2003	2004	Chg
Admin	$1,550,162	$1,623,353	4.7%
Detectives	707,896	759,882	7.3%
Patrol	3,115,922	3,508,178	12.6%
Traffic Unit	446,969	481,269	7.7%
Grants	0	16,500	N/A
Animal Cntrl	84,469	94,920	12.4%
Total	$5,905,418	$6,484,102	9.8%

General & Street Funds 2004 Budget
Department: Law Enforcement

Staffing Levels:

Division	2003	2004	Chg
Administration	11.0	11.0	0.0
Detectives	6.8	6.8	0.0
Patrol	32.0	33.0	1.0
Traffic Unit	5.0475	5.0475	0.0
Animal Control	1.0	1.0	0.0

Patrol: 1 School Resource Officer was previously funded by the COPS In School Grant through the Grant Fund. The grant is exhausted, and now the position must be funded by the General Fund in 2004.

General & Street Funds 2004 Budget

Dept: Law Enforcement Division: Administration

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$606,352	$559,883	$614,839	1.4%
Personnel Benefits	201,548	188,576	243,364	20.7%
Supplies	19,260	22,622	25,300	31.4%
Other Services	663,095	621,422	647,980	-2.3%
Interfund Charges	59,907	59,907	91,870	53.4%
Capital Outlay	0	2,317	0	N/A
Total Expenditures	**$1,550,162**	**$1,454,727**	**$1,623,353**	**4.7%**

General & Street Funds 2004 Budget

Dept: Law Enforcement Division: Administration

Analysis of Budget Changes:

- **Salaries & Wages** – 1.4% net increase due to the preliminary adjustment for non-representative employee TCC and the reduction in overtime
- **Personnel Benefits** – 20.7% increase due to rate increases in medical & dental plans and change in personnel
- **Other Services** – 2.3% decrease primarily due to reduction in dispatch services
- **Interfund Charges** – 53.4% increase due to restoring assessments for computer & equipment replacements and change in insurance assessment based on L & I hours

General & Street Funds 2004 Budget

Dept: Law Enforcement Division: Detectives

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$483,492	$466,344	$488,327	1.0%
Personnel Benefits	144,763	145,187	162,316	12.1%
Supplies	12,820	11,006	13,350	4.1%
Other Services	22,480	18,298	25,915	15.3%
Interfund Charges	44,341	44,341	69,974	57.8%
Total Expenditures	**$707,896**	**$685,176**	**$759,882**	**7.3%**

General & Street Funds 2004 Budget

Dept: Law Enforcement Division: Detectives

Analysis of Budget Changes:

- **Salaries & Wages** – 1% net increase due to salary increase for police guild, change in personnel, and reduction in overtime
- **Personnel Benefits** – 12.1% increase due to rate increases in medical & dental plans
- **Other Services** – 15.3% increase primarily due to the increased need for interpreters and the continued need for pagers
- **Interfund Charges** – 57.8% increase due to restoring assessments for computer and equipment replacements and change in insurance assessment based on L & I hours

General & Street Funds 2004 Budget

Dept: Law Enforcement Division: Patrol

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$2,157,941	$2,111,991	$2,339,033	8.4%
Personnel Benefits	655,336	648,636	764,936	16.7%
Supplies	67,760	80,050	91,930	35.7%
Other Services	73,650	76,260	66,740	-9.4%
Interfund Charges	161,235	161,235	222,707	38.1%
Capital Outlay	0	0	22,832	N/A
Total Expenditures	**$3,115,922**	**$3,078,172**	**$3,508,178**	**12.6%**

General & Street Funds 2004 Budget

Dept: Law Enforcement Division: Patrol

Analysis of Budget Changes:

- **Salaries & Wages** – 8.4% increase due to salary increase for the police guild and the movement of the School Resource Officer from the Grant Control Fund
- **Personnel Benefits** – 16.7% increase due to rate increases in medical & dental plans and the addition of the School Resource Officer
- **Supplies** – 35.7% increase due primarily to increased fuel prices, MDC Windows upgrade, and $9,500 for radios
- **Other Services** – 9.4% decrease due to a reduction in repair & maintenance and miscellaneous based on 2003 actuals
- **Interfund Charges** – 38.1% increase due to restoring assessments for computer and equipment replacements and change in insurance assessment based on L & I hours
- **Capital Outlay** – Replacement of damaged patrol vehicle funded by insurance proceeds

General & Street Funds 2004 Budget

Dept: Law Enforcement Division: Traffic Unit

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$271,851	$262,851	$273,120	0.5%
Personnel Benefits	71,435	71,525	92,737	29.8%
Supplies	15,020	8,040	13,200	-12.1%
Other Services	74,950	74,770	83,050	10.8%
Interfund Charges	13,713	13,713	19,162	39.7%
Total Expenditures	**$446,969**	**$430,899**	**$481,269**	**7.7%**

General & Street Funds 2004 Budget

Dept: Law Enforcement Division: Traffic Unit

Analysis of Budget Changes:

- **Salaries & Wages** – 0.5% net increase due to salary increase for police guild, change in personnel, and a reduction in overtime
- **Personnel Benefits** – 29.8% increase due to rate increases in medical & dental plans and change in personnel resulted in change in dependent coverage
- **Supplies** – 12.1% decrease due to a reduction in general supplies based on 2003 actuals
- **Other Services** - 10.8% increase due primarily to prosecution services, lease of motorcycles, and travel and training
- **Interfund Charges** – 39.7% increase due to restoring assessment for computer replacement and change in insurance assessment based on L & I hours

General & Street Funds 2004 Budget

Dept: Law Enforcement Division: Police Grants

Description	2004 Bgt
BUREAU OF CRIMINAL JUSTICE	
Bullet Proof Vests	
Small Tools & Equipment	$ 7,500
10 bullet proof vests @ $750 each (This grant reimburses 50% or $3,750)	
KING COUNTY	
Tobacco Prevention	
Overtime/Benefits	$ 9,000
Provides for overtime hours to promote awareness of the youth possession law and to enforce the tobacco laws within the city	
Total Expenditures	**$16,500**

General & Street Funds 2004 Budget

<u>Dept</u>: Law Enforcement <u>Division</u>: Animal Control

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$47,454	$45,554	$48,633	2.5%
Personnel Benefits	15,890	15,890	17,953	13.0%
Supplies	3,510	3,100	3,600	2.6%
Other Services	3,260	2,570	3,750	15.0%
Intergov't Services	7,500	7,000	7,500	0.0%
Interfund Charges	6,855	6,855	13,484	96.7%
Total Expenditures	**$84,469**	**$80,969**	**$94,920**	**12.4%**

General & Street Funds 2004 Budget

Dept: Law Enforcement Division: Animal Control

Analysis of Budget Changes:

- **Salaries & Wages** – 2.5% increase due to salary increase per police guild contract and slight increase in budget for holiday pay cash-out
- **Personnel Benefits** – 13% increase due to rate increases in medical & dental plans
- **Other Services** – 15% increase due primarily to professional services for fees paid to outside agencies for the issuance of pet licenses
- **Interfund Charges** – 96.7% increase due to restoring assessments for computer and equipment replacements and change in insurance assessment based on L & I hours

General & Street Funds 2004 Budget

Department: Law Enforcement

Unmet Needs

Administration

- Spillman Upgrade to 5.3 - $43,825
- Spillman Summit Photo Imaging - $38,500
- Police Building Repair - $42,073
  - Painting $11,395
  - Reseal Wood Surfaces $ 4,092
  - Replace Carpet $26,586
- Host Citizen Academy - $11,386
- Emergency Management Consultant - $25,000

General & Street Funds 2004 Budget

Department: Law Enforcement

Unmet Needs

Patrol

- Patrol Cars (10) – Lease financing through manufacturer
  - \$89,085 1st year
  - \$62,768 2nd – 4th year
- Video Cameras (6) - \$35,871

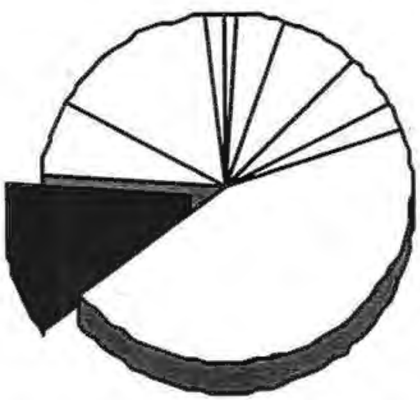
Police Drug Seizure Fund
2004 Budget

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Total Expenditures	$20,000	19,716	$32,790	64.0%

Police Drug Seizure Fund Balance Analysis	
2004 Beginning Fund Balance	$12,170
2004 Estimated Asset Seizures	30,000
2004 Interest	150
2004 Expenses	32,790
Total Available Fund Balance	$ 9,530

General & Street Funds 2004 Budget
Department: Public Works

PERCENT OF BUDGET
11.2%



2004 Operating Budget
$14.4 Million

Expenditures by Division:

Division	2003	2004	Chg
Engineering	$ 572,634	$ 604,763	5.6%
Streets	815,297	1,000,718	22.7%
Total	$1,387,931	$1,605,481	15.7%

Staffing Levels:

Engineering	7.15	7.15	0.0
Streets	6.55	6.55	0.0

General & Street Funds 2004 Budget

Dept: Public Works   Division: Engineering

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$418,088	$398,000	$426,481	2.0%
Personnel Benefits	102,889	86,400	111,793	8.7%
Supplies	4,610	4,830	5,800	25.8%
Other Services	17,190	14,270	17,620	2.5%
Interfund Charges	29,857	29,857	43,069	44.3%
Total Expenditures	**$572,634**	**$533,357**	**$604,763**	**5.6%**

General & Street Funds 2004 Budget

Dept: Public Works   Division: Engineering

Analysis of Budget Changes:

- **Salaries & Wages** – 2% net increase due to preliminary adjustment for non-representative employee TCC and reduction in overtime
- **Personnel Benefits** – 8.7% increase due to rate increases in medical & dental plans
- **Supplies** – 25.8% increase due to an additional $1,000 budgeted to be used for manuals and badly needed office supplies
- **Interfund Charges** – 44.3% increase due to restoring assessments for computer & equipment replacements and change in insurance assessment based on L & I hours

General & Street Funds 2004 Budget

Dept: Public Works Division: Streets

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$309,883	$309,883	$312,803	0.9%
Personnel Benefits	96,721	95,740	104,774	8.3%
Supplies	63,370	58,500	63,650	0.4%
Other Services	273,430	240,335	366,680	34.1%
Interfund Charges	71,893	71,893	152,811	112.6%
Capital Outlay	0	8,480	0	N/A
Total Expenditures	**$815,297**	**$784,831**	**$1,000,718**	**22.7%**

General & Street Funds 2004 Budget

Dept: Public Works Division: Streets

Analysis of Budget Changes:

- **Salaries & Wages** – 0.9% net increase due to union contract and the preliminary adjustment for non-representative employee TCC, offset by final compensation paid to retiring employee in 2003 budget
- **Personnel Benefits** – 8.3% increase due to rate increases in medical & dental plans
- **Other Services** – 34.1% increase due primarily to WSDOT Traffic Signal Maintenance contract, electricity for additional street lights, and anticipated repairs to DMMD
- **Interfund Charges** – 112.6% increase due to restoring assessments for computer & equipment replacements and change in insurance assessment based on L & I hours

General & Street Funds 2004 Budget

Department: Public Works

Unmet Needs

Engineering

- Synchro/Sim Traffic (2 licensed users) - $5,298
- Upgrade to AutoCAD 2004 LT ($725 per license) - $1,450
- Auto Turn - $400
- GPS Unit - $20,000
- Survey Equipment - $15,000
- Traffic Accident Mapping/Tracking System - $15,000
- Traffic Counters - $9,600
- Binoculars - $300

General & Street Funds 2004 Budget

Department: Public Works

Unmet Needs

Streets

- **Shoulder Mower** (1/2 SWM, Total Cost $107,000) - **$53,500**
- **Forklift** (1/3 Parks, 1/3 SWM, Total Cost $6,000) - **$2,000**
- **Self Loading Racks for Sand Spreaders** (3 each) - **$7,500**
- **Street Light Installations - $20,000**
- **Street System Repair – Miscellaneous - $20,000**

Equipment Rental Operations Fund
2004 Budget

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$80,455	$80,475	$84,745	5.3%
Personnel Benefits	30,747	28,960	33,611	9.3%
Supplies	116,565	132,300	153,375	31.6%
Other Services	40,080	72,226	51,751	29.1%
Interfund Charges	9,206	9,206	39,248	326.3%
Total Expenditures	**$277,053**	**$323,167**	**$362,730**	**30.9%**

Staffing Levels	2.0	2.0	2.0	0.0

Equipment Rental Operations Fund
2004 Budget

Analysis of Budget Changes:

- **Salaries & Wages** – 5.3% increase due to step increases & preliminary adjustment for non-representative employee TCC
- **Personnel Benefits** – 9.3% increase due to rate increases in medical & dental plans
- **Supplies** – 31.6% increase due to increased fuel prices and supplies needed for repairs and maintenance
- **Other Services** – 29.1% increase due to increase in repair and maintenance
- **Interfund Charges** – 326.3% increase due to indirect cost assessment paid to the General Fund, restoring assessments for computer and equipment replacements, and an increase in insurance assessment based on L & I hours

Equipment Rental Replacement Fund
2004 Budget

Assessment By Fund:	
General Fund	$109,580
Street Fund	73,634
Surface Water Mgt	44,705
Equipment Rental	2,880
Marina	5,076
TOTAL ASSESSMENTS	**$235,875**

2004 Est Beg Fund Bal	**$ 950,667**
2004 Revenues	
Assessments	**$ 235,875**
Auction Proceeds	**$ 45,700**
Interest	**$ 13,200**
2004 Expenditures	**$ 433,560**
2004 Est End Fund Bal	**$811,882**

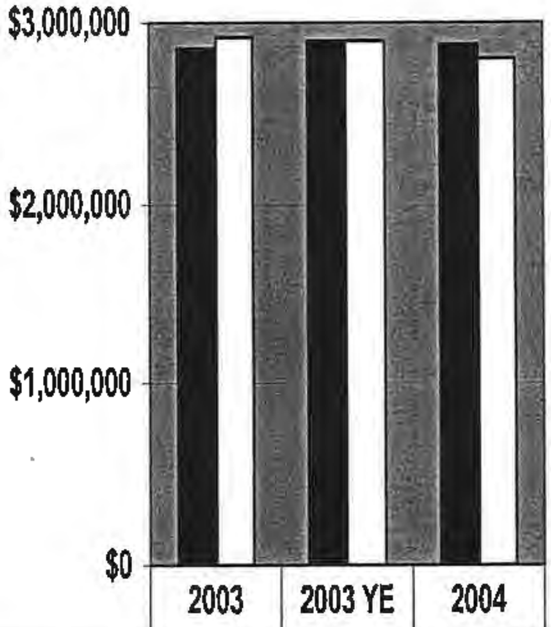
Attachment 47

Equipment Rental Replacement Fund
2004 Budget

Vehicles to be purchased in 2004:

Asphalt Roller with Trailer	$ 41,400
¾ Ton Pick-up with Crew Cab	22,200
Toro Mower	40,500
2 Mid-size 4-Door Sedans	30,500
Camel Flush Truck	239,360
Police Chief Vehicle (Current vehicle transferred to Commander, Commander's vehicle to Patrol)	29,800
Sergeant's Vehicle (Reimbursed by insurance proceeds)	29,800
TOTAL	**$433,560**

Marina Revenue Fund 2004 Budget



	2003	2003 YE	2004
■ Revenues	2,869,915	2,910,175	2,881,451
□ Expenditures	2,929,822	2,909,806	2,795,249

Expenditures by Division:

Division	2003	2004	Chg
Administration	$1,694,856	$1,541,713	-9.0%
Service	745,428	800,940	7.4%
Maintenance	489,538	452,596	-7.5%
Total	$2,929,822	$2,795,249	-4.6%

Staffing Levels:

Administration	2.425	2.425	0.0
Service	5.812	5.812	0.0
Maintenance	3.5	3.5	0.0

Marina Revenue Fund 2004 Budget

Dept: Marina Division: Administration

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$137,293	$138,961	$139,700	1.8%
Personnel Benefits	33,734	33,734	36,636	8.6%
Supplies	8,700	6,800	10,200	17.2%
Other Services	106,400	100,988	112,450	5.7%
Intergov't Services	15,000	13,925	15,000	0.0%
Debt Service	655,638	330,260	326,210	-50.2%
Interfund Charges	708,091	708,091	519,389	-26.6%
Transfers	30,000	355,878	382,128	1173.8%
Total Expenditures	**$1,694,856**	**$1,688,637**	**$1,541,713**	**-9.0%**

Marina Revenue Fund 2004 Budget

Dept: Marina Division: Administration

Analysis of Budget Changes:

- **Salaries & Wages** – 1.8% net increase due to preliminary adjustment for non-representative employee and the elimination of computer committee compensation
- **Personnel Benefits** – 8.6% increase due to rate increases in medical & dental plans
- **Supplies** – 17.2% increase due to keycards purchased for resale
- **Other Services -** 5.7% net increase primarily due to increased legal fees, state audit fees, and bank card charges, along with a reduced budget for tideland lease
- **Interfund Charges** - 26.6% net decrease due to restoring assessments for computer and equipment replacements offset by reduction in insurance assessment based on L & I hours and the reduction of the General Fund Allocation of Indirect Expenses by approximately $200,000
- **Debt Service** – 50.2% decrease due to debt service for the 2002 Bonds-**refunding portion only** paid from Fund 401 and 2002 Bonds-**new issue** from Fund 404, Marina Depreciation and Improvement Fund
- **Interfund Transfers** – 1,173.8% increase due to transfer to Fund 404 for debt payment of the 2002 Bonds-new issue.

Marina Revenue Fund 2004 Budget

Dept: Marina Division: Service

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$239,127	$257,165	$246,323	3.0%
Personnel Benefits	84,922	86,639	94,992	11.9%
Supplies	391,800	448,541	427,100	9.0%
Other Services	14,590	12,493	16,988	16.4%
Interfund Charges	14,989	14,989	15,537	3.7%
Total Expenditures	**$745,428**	**$819,827**	**$800,940**	**7.4%**

Marina Revenue Fund 2004 Budget

Dept: Marina Division: Service

Analysis of Budget Changes:

- **Salaries & Wages** – 3% increase due to step increases, preliminary adjustment for non-representative employee TCC, and union contract
- **Personnel Benefits** - 11.9% increase due to rate increases in medical & dental plans
- **Supplies** - 9% increase due to fuel prices and increased quantity purchased for resale
- **Other Services** - 16.4% increase due to professional services for Haz Mat disposal
- **Interfund Charges** - 3.7% increase due to change in insurance assessment based on L & I hours

Marina Revenue Fund 2004 Budget

Dept: Marina Division: Maintenance

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$164,476	$122,000	$167,240	1.7%
Personnel Benefits	57,241	37,500	58,503	2.2%
Supplies	145,090	127,700	135,700	-6.5%
Other Services	84,450	81,700	85,170	0.9%
Interfund Charges	8,281	8,281	5,983	-27.8%
Capital Outlay	30,000	24,161	0	-100.0%
Total Expenditures	**$489,538**	**$401,342**	**$452,596**	**-7.5%**

Marina Revenue Fund 2004 Budget

Dept: Marina Division: Maintenance

Analysis of Budget Changes:

- **Salaries & Wages** – 1.7% increase due to step increases, preliminary adjustment for non-representative employee TCC, and union contract
- **Personnel Benefits** – 2.2% net increase due to rate increases in medical & dental plans and change in dependent coverage
- **Supplies** – 6.5% decrease due to reduction in electricity purchased for resale
- **Interfund Charges** – 27.8% decrease due to change in insurance assessment based on L & I hours
- **Capital Outlay** – 100% decrease as all future capital projects will be funded in Fund 404, with a transfer from Fund 401

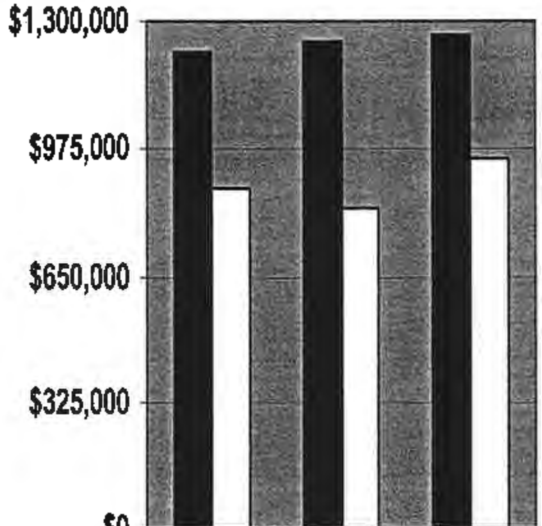
Marina Revenue Fund 2004 Budget
Unmet Needs

- **Rate/Services/Capital Programs Analysis - $20,500**

Marina Repair and Replacement Fund
2004 Budget

Marina Repair & Replacement Fund Balance Analysis	
2004 Beginning Fund Balance	$296,506
2004 Interest	4,500
2004 Expenses	0
Total Available Fund Balance	$301,006

Surface Water Management Fund
2004 Budget



	2003	2003 YE	2004
■ Revenues	1,225,000	1,250,156	1,268,821
□ Expenditures	879,340	825,078	951,175

Expenditures by Division:

Division	2003	2004	Chg
Engineering	$ 456,820	$ 461,802	1.1%
Maintenance	422,520	489,373	15.8%
Transfer	345,660	400,000	15.7%
Total	$1,225,000	$1,351,175	10.3%

Staffing Levels:

Engineering	3.15	3.15	0.0
Maintenance	4.25	4.25	0.0

Surface Water Management Fund
2004 Budget

Dept: Surface Water Division: Engineering

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$178,218	$177,518	$181,429	1.8%
Personnel Benefits	57,428	57,428	63,563	10.7%
Supplies	3,430	3,100	4,700	37.0%
Other Services	135,970	93,418	93,305	-31.4%
Intergov't Charges	21,000	21,000	21,500	2.4%
Interfund Charges	60,774	60,774	97,305	60.1%
Total Expenditures	**$456,820**	**$413,238**	**$461,802**	**1.1%**

Surface Water Management Fund
2004 Budget

Dept: Surface Water Division: Engineering

Analysis of Budget Changes:

- **Salaries & Wages** – 1.8% net increase due to preliminary adjustment for non-representative employee TCC and a reduction in overtime
- **Personnel Benefits** – 10.7% increase due to rate increases in medical & dental plans
- **Supplies** – 37% increase due to need for additional office supplies
- **Other Services** – 31.4% decrease primarily due to reduction in professional services
- **Interfund Charges** – 60.1% net increase due to restoring assessment for computer replacement offset by reduction in insurance assessment based on L & I hours and the increase of the General Fund Allocation of Indirect Expenses by approximately $35,000

Surface Water Management Fund
2004 Budget

Dept: Surface Water Division: Maintenance

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$200,882	$200,882	$203,231	1.2%
Personnel Benefits	57,934	57,934	61,641	6.4%
Supplies	34,450	34,100	34,100	-1.0%
Other Services	94,345	84,015	109,050	15.6%
Interfund Charges	34,909	34,909	81,351	133.0%
Total Expenditures	**$422,520**	**$411,840**	**$489,373**	**15.8%**

Surface Water Management Fund
2004 Budget

Dept: Surface Water Division: Maintenance

Analysis of Budget Changes:

- **Salaries & Wages** – 1.2% increase due to union contract and preliminary adjustment for non-representative employee TCC
- **Personnel Benefits** – 6.4% increase due to rate increases in medical & dental plans
- **Other Services** – 15.6% increase budgeted to cover maintenance contract up for negotiations in 2004
- **Interfund Charges** – 133% net increase due to restoring assessment for equipment replacement offset by reduction in insurance assessment based on L & I hours

Surface Water Management Fund
2004 Budget
Unmet Needs

- **Shoulder Mower** (1/2 Streets, Total Cost $107,000) - **$53,500**
- **Forklift** (1/3 Parks, 1/3 Streets, Total Cost $6,000) - **$2,000**

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT:
Traffic Unit Revenue

ATTACHMENTS:

FOR AGENDA OF: October 30,2003

DEPT. OF ORIGIN: Municipal Court

DATE SUBMITTED: October 21, 2003

CLEARANCES:
[X] Legal
[X] Municipal Court

APPROVED BY CITY MANAGER
FOR SUBMITTAL:

PURPOSE AND RECOMMENDED ACTION

The purpose of this agenda item is to report the revenue collected from the citation issued by the Des Moines Traffic Unit.

BACKGROUND

In 2001, the Police Department presented before the City Council a request to put together a Traffic Unit. By putting together the traffic unit, this would help reduce the complaints the police department was receiving about speeding motorists driving through neighborhoods.

DISCUSSION

In July of this year, Council requested the expenditures and revenue reports for the Traffic Unit. The expenditures for the Traffic Unit were provided by the Finance Department, a budget was specially created for the Traffic Unit so that we could monitor all costs. Some of those costs included two traffic officers, two court clerks, a records clerk, prosecutions and public defender costs. The revenue information is from 2002, due to the fact DISCIS is not setup to generate revenue reports for specific officers, the Court manually imported the information from DISCIS into excel, we also had the citations issued from the Traffic Unit imported into excel from Spillman. The data was then merged together and then we filtered out the non-traffic unit revenue, which then gave us the amount of revenue that has been collected from the citations issued by the traffic unit.

ATTACHMENT B

FINANCIAL IMPACT

The costs for the traffic unit in 2002 was $423,069. The revenues collected from the traffic unit citations for 2002 was $432,000. The overall revenue for the traffic unit and patrol for 2002 was $481,216.

RECOMMENDATION (OR CONCLUSION)

ATTACHMENT C

City of Des Moines

2004 Budget

Debt - Internal Service - Reserves

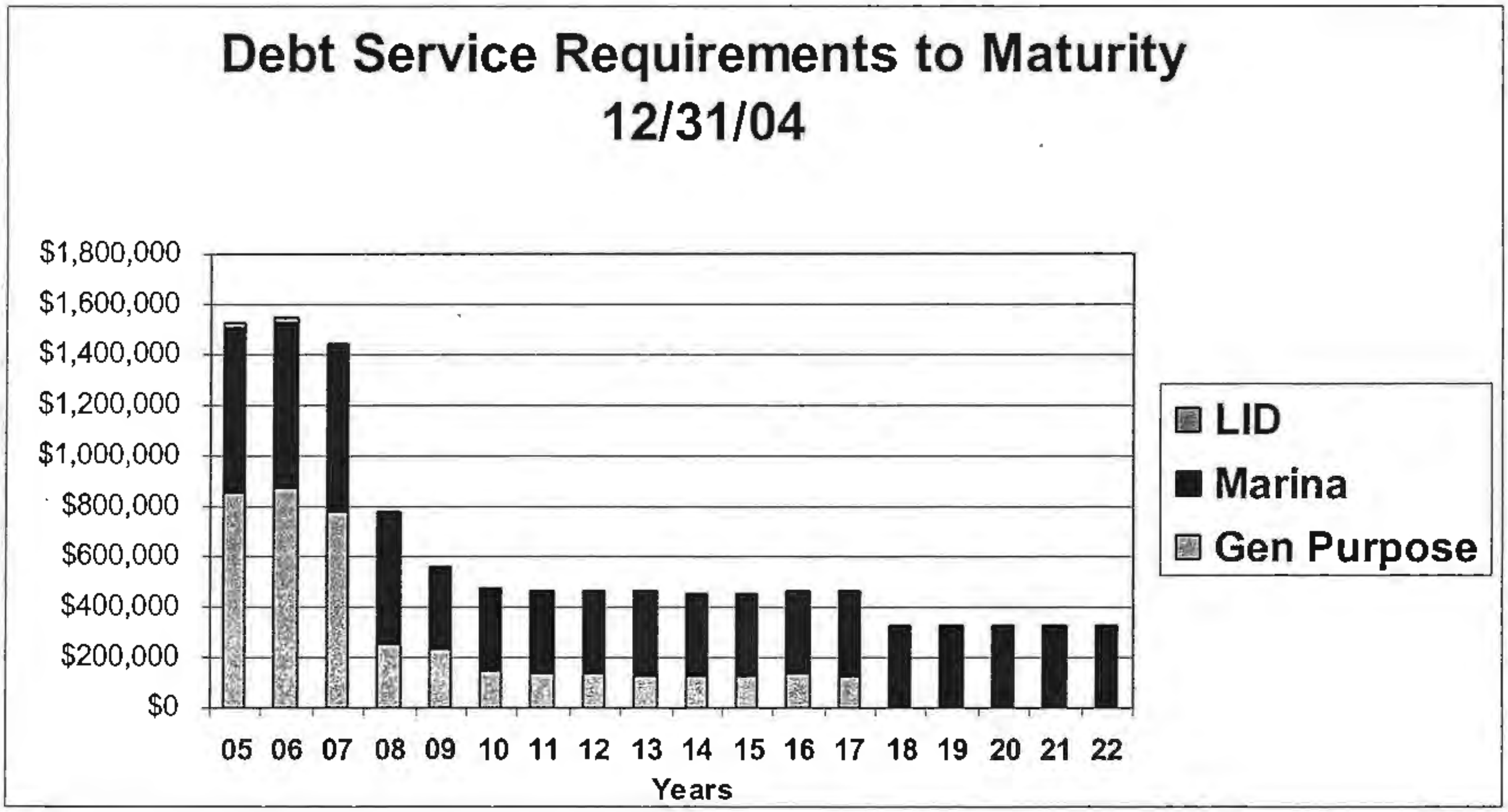
Attachment A

Debt Service
2004 Budget

Item	Authorized	OS 12/31/03	2004 Principal	2004 Interest	OS 12/31/04
General Purpose	$10,309,000	$5,858,342	$2,709,188	$218,762	$3,361,754
Marina	6,410,000	5,550,000	435,000	222,738	5,115,000
SWM	70,500	15,667	15,667	0	0
LID	214,320	60,000	20,000	3,600	40,000
Total	$17,003,820	$11,484,009	$3,179,855	$445,100	$8,516,754

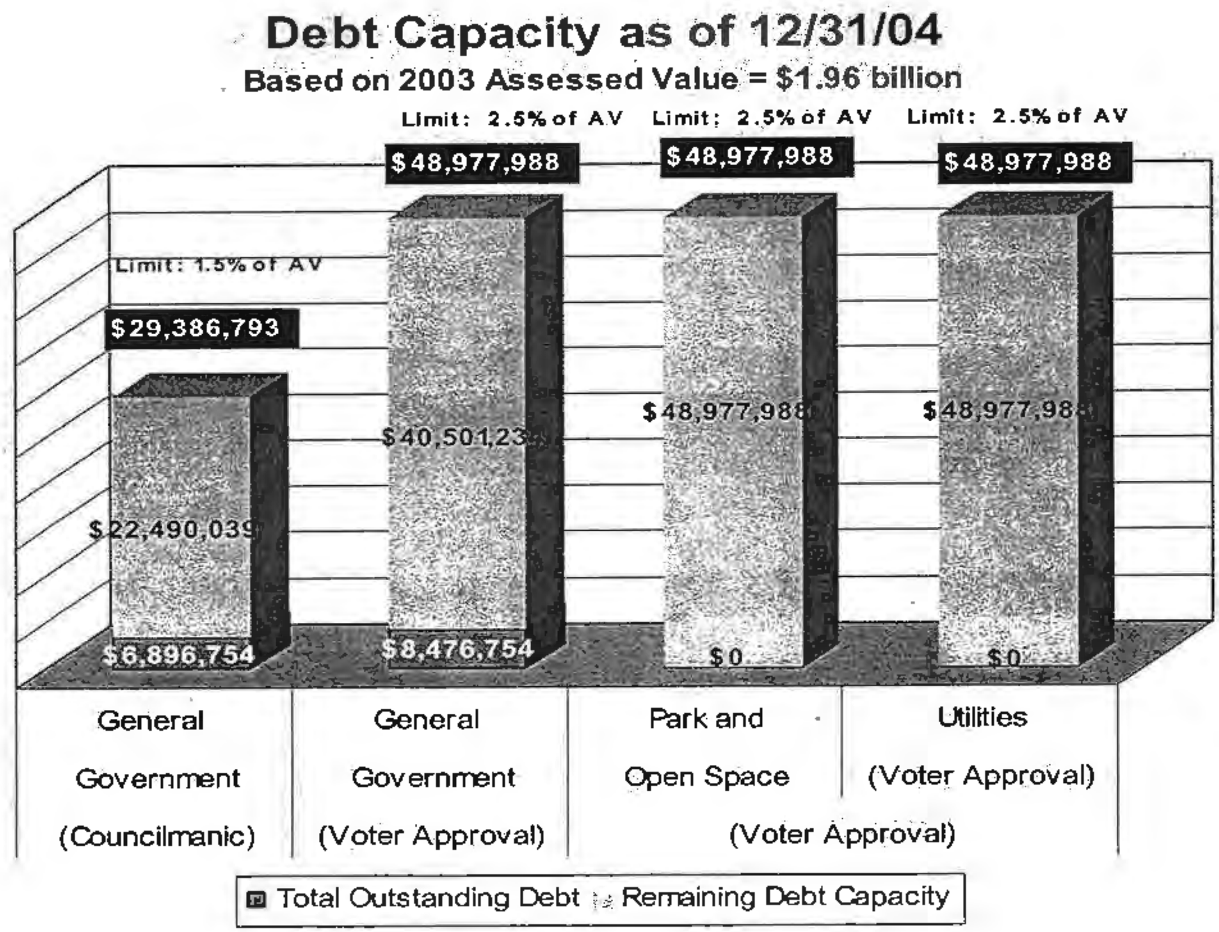
Attachment B

Debt Service
2004 Budget



Attachment C

Debt Service
2004 Budget



Attachment D

Computer Equipment Operations Fund
2004 Budget

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Salaries & Wages	$57,492	$57,492	$58,800	2.3%
Personnel Benefits	17,673	17,673	19,732	11.7%
Supplies	7,050	6,575	9,300	31.9%
Other Services	56,500	55,670	60,460	7.0%
Interfund Charges	2,888	2,888	13,660	373.0%
Capital Outlay	8,000	9,500	5,000	-37.5%
Total Expenditures	**$149,603**	**$149,798**	**$166,952**	**11.6%**

Staffing Levels	1.0	1.0	1.0	0.0

Computer Equipment Operations Fund
2004 Budget

Analysis of Budget Changes:

- **Salaries & Wages** – 2.3% increase due to preliminary adjustment for non-representative employee TCC
- **Personnel Benefits** – 11.7% increase due to rate increases in medical & dental plans
- **Supplies** – 31.9% increase is due to the network upgrades planned in 2004
- **Other Services** - 7% increase due to increase in Professional Services for computer consultants necessary for network upgrades
- **Interfund Charges** - 373% increase due to indirect cost assessment to the General Fund, restoring assessments for computer replacement, and a reduction in insurance assessment based on L & I hours
- **Capital Outlay** – 37.5% decrease is due to the completion of the new city web-site

Attachment F

Computer Equipment Capital Fund
2004 Budget

Assessment By Fund:

(138 pieces of equipment)

General Fund	$86,768
Street Fund	1,998
Surface Water Mgt	1,528
Equipment Rental	1,410
Computer Operations	940
Marina	4,700
TOTAL ASSESSMENTS	**$97,344**

2004 Est Beg Fund Bal	**$ 61,557**
2004 Revenues	
Assessments	**$ 97,344**
Interest	**$ 1,300**
2004 Expenditures	**$ 47,800**
2004 Est End Fund Bal	**$112,401**

(43 pieces of equipment to be replaced including 3 servers and 3 pieces of network equipment)

Attachment G

Self Insurance Fund 2004 Budget

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Insurance Expense	$330,416	$330,678	$334,894	1.4%
Other Services	77,532	74,441	32,100	-58.6%
Total Expenditures	**$407,948**	**$405,119**	**$366,994**	**-10.0%**

Self Insurance Fund Balance Analysis	
2004 Beginning Fund Balance	$ 67,270
2004 Department Assessments	401,873
2004 Interest	1,400
2004 Expenses	366,944
Total Available Fund Balance	$103,549

Attachment H

Unemployment Compensation Fund
2004 Budget

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Unemployment Claims	$20,000	$11,000	$20,000	0.0%
Total Expenditures	**$20,000**	**$11,000**	**$20,000**	**0.0%**

Unemployment Comp Fund Balance Analysis	
2004 Beginning Fund Balance	$269,129
2004 Department Assessments	21,000
2004 Interest	4,000
2004 Expenses	20,000
Total Available Fund Balance	$274,129

Attachment I

Revenue Stabilization Fund 2004 Budget

2004 Full Funding	Revenue	%	Years	Total
Retail Sales Tax	$1,426,000	10%	3	$427,800
Building Permits	500,000	10%	3	150,000
Plan Review Fees	125,000	10%	3	37,500
State Assistance	137,500	10%	3	41,250
Vehicle Fuel Tax	411,000	10%	3	123,300
Interest Earnings	110,000	10%	3	33,000
Total 2004 Funding				**$812,850**
Additional Revenues:				
State Shared	$280,000	10%	3	$28,000
New 2004 Funding				**$840,850**

Attachment J

Revenue Stabilization Fund 2004 Budget

Revenue Stabilization Fund Balance Analysis	
2004 Beginning Fund Balance	$1,264,503
2004 Interest	19,000
2004 Expenses	0
Total Available Fund Balance	$1,283,503

Attachment K

Facility Repair and Replacement Fund
2004 Budget

Description	2003 Bgt	2003 YE	2004 Bgt	%Chg
Repair Expense	$0	$4,164	$20,000	N/A
Operating Transfers	80,000	80,000	0	-100.0%
Total Expenditures	**$80,000**	**$84,164**	**$20,000**	**-75.0%**

Facility Rpr & Repl Fund Balance Analysis	
2004 Beginning Fund Balance	$159,217
2004 Department Assessments	65,033
2004 Interest	2,700
2004 Expenses	20,000
Total Available Fund Balance	$206,950

Attachment L

Facility Repair and Replacement Fund
2004 Budget

Assessments By Fund $.70 per square foot	
General Fund	$57,565
Street Fund	3,732
Equipment Rental Operations	1,410
Surface Water Management Fund	2,326
Total 2004 Assessments	$65,033