

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

September 8, 2016 – 7:00 p.m.**

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

STAFF PRESENTATION

CORRESPONDENCE

COMMENTS FROM THE PUBLIC

EXECUTIVE SESSION

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

PRESIDING OFFICER'S REPORT

Item 1: COUNCIL RULES

ADMINISTRATION REPORT

Item 1: AUDIT EXIT CONFERENCE

Item 2: 222ND AND 5TH AVENUE UPDATE

Item 3: EMERGING ISSUES

EXECUTIVE SESSION - 7:45 P.M.

Item 1: DISCUSSION OF QUALIFIED APPLICANTS PER RCW 42.30.110(1)(G) 30 MINUTES AND TO DISCUSS A COMPLAINT AGAINST A PUBLIC EMPLOYEE PER RCW 42.30.110(1)(f).

CONSENT AGENDA

Page 1 Item 1 APPROVAL OF MINUTES
Motion is to approve the minutes from the August 11, 2016 regular City Council meeting.

Page 7 Ite APPROVAL OF VOUCHERS
Motion is to approve for payment vouchers and payroll transfers through August 30, 2016 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#147782-147957	\$1,353,356.95
Electronic Wire Transfers	#752-758	\$ 196,529.64
Payroll Checks	#18841-18843	\$ 3,306.06
Payroll Direct Deposit	#330001-330171	\$ 288,330.10
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$1,841,522.75

- Page 9 Item 3: CONTRACT AWARD FOR DES MOINES BEACH PARK HISTORIC PICNIC SHELTER/RESTROOM REHABILITATION PROJECT
Motion is to award the Public Works Contract with Argosy Construction Co. Inc. for the Des Moines Beach Park Historic Picnic Shelter/Restroom Rehabilitation Project, in the amount of \$482,128.50 (for the Base Bid plus Alternate 1), authorize a project contingency in the amount of \$36,371.50, and authorize the City Manager to sign said contract substantially in the form as submitted.
- Page 35 Item 4: LOWER MASSEY CREEK IMPROVEMENTS (CHANNEL MODIFICATIONS) PROJECT – PUGET SOUND ENERGY EASEMENT
Motion is to approve the utility easement with Puget Sound Energy located on Tax Parcel 2011400523, and authorize the City Manager to sign said easement substantially in the form as submitted.
- Page 43 Item 5: NATIONAL RECOVERY MONTH PROCLAMATION
Motion is to approve the Proclamation supporting September as National Recovery Month.
- Page 47 Item 6: DRAFT RESOLUTION NO. 16-129; MANDATED FURLOUGHS FOR NON-REPRESENTED REGULAR EMPLOYEES
Motion is to enact Draft Resolution No. 16-129 discontinuing mandated furloughs for all non-represented regular employees, limiting furloughs to 48 total hours per affected full-time employee, and prorated furlough hours for part-time employees according to hours worked per affected employee, for 2016.
- Page 53 Item 7: 2016 PARKSIDE PARK RENOVATION PROJECT-REJECTION OF BIDS
Motion is to reject all bids received for the 2016 Des Moines Parkside Park Renovation Project, and direct staff to re-advertise the project.
- Page 59 Item 8: DRAFT RESOLUTION NO. 16-123 SETTING PUBLIC HEARING TO CONSIDER DRAFT ORDINANCE 16-123 AMENDING THE DES MOINES 2035 COMPREHENSIVE PLAN
Motion is to adopt Draft Resolution No. 16-123 setting a public hearing on October 27, 2016, or as soon thereafter as the matter may be heard, to consider Draft Ordinance No. 16-123 amending Chapters 18.05 and 18.25 DMMC.
- Page 63 Item 9: 2017 BUSINESS LICENSE FEE SCHEDULE
Motion is to adopt Draft Resolution No. 16-135 updating the business license registration fee schedule.

PUBLIC HEARING

- Page 75 Item 1: DRAFT ORDINANCE 16-124 RELATED TO THE BLUEBERRY LANE ZONING RECLASSIFICATION
 Staff Presentation: Community Development Manager Denise Lathrop

NEW BUSINESS

Page 93 Item 1: COMMUNITY DEVELOPMENT FEES/PRESENTATION FOR COUNCIL
AWARENESS
Staff Presentation: Planning, Building and Public Works Director
Dan Brewer and Community Development
Manager Denise Lathrop

Item 2: LOCAL GOVERNMENT 101, PART 10: FINANCE
Staff Presentation: Finance Director Dunyele Mason

NEXT MEETING DATE

September 22, 2016 City Council Regular Meeting

ADJOURNMENT

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MINUTES

DES MOINES CITY COUNCIL
Regular Meeting
City Council Chambers
21630 11th Avenue South, Des Moines

August 11, 2016 – 7:00 p.m.

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

The flag salute was led by Mayor Pro Tem Pennington.

ROLL CALL

Council present: Mayor Matt Pina; Mayor Pro Tem Vic Pennington; Councilmembers Melissa Musser, Jeremy Nutting, Luisa Bangs, Robert K. Back and Dave Kaplan.

Staff present: City Manager Tony Piasecki; Interim City Attorney Tim George; Assistant City Manager/Economic Development Director Michael Matthias; Police Chief George Delgado; Assistant Harbormaster Scott Wilkins; Human Resources Manager Maureen Murphy; Associate Transportation Engineer Andrew Merges; Civil Engineer II Tommy Owen; Community Development Manager Denise Lathrop; Parks, Recreation & Senior Services Director Patrice Thorell; Probation Office Melissa Patrick; Prosecutor Tara Vaughn; Finance Director Donyele Mason; Municipal Court Judge Lisa Leone; Interim Assistant City Attorney Matt Hutchins; Planning, Building and Public Works Director Dan Brewer; Public Defenders Traci Greenwood and Julie Codd; City Clerk Bonnie Wilkins.

CORRESPONDENCE

- There were no correspondences.

Mayor Pina read a press release into the record regarding the withdrawal of City Manager Candidate James Nichols.

COMMENTS FROM THE PUBLIC

- Natalie & Lilah Nutting, 20819 4th Avenue S; Lemonade stand to benefit the Des Moines Police Foundation.
- Zac Eskenazi, 4040 S. 188th Street; Lutheran Community Services Northwest.
- Rick Johnson, 28624 Redondo Beach Drive; City Manager and Redondo Boardwalk.
- Bob Pond, 23116 30th Avenue S; Changes in Pacific Ridge to Commercial.
- Kevin Isherwood, Redondo Beach Drive S.; City Manager selection process.

BOARD AND COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

Mayor Pro Tem Pennington

- Attended ground breaking of Highline Place.
- Public Safety & Transportation Committee meeting.
- Disappointed in the City Manager process.
 - Thanked those who participated in the City Manager selection process.

Councilmember Kaplan

- Sound Side Alliance meeting:
 - No summer event this year.
 - Sponsor the Seattle Chamber's Annual event.
 - Sound Side zoning map.
 - Zoning changes to make consistencies within the cities.
 - Having operations committee look at streamline permitting and inspection processes.
 - Jurisdiction projects.

Councilmember Back

- No report.

Councilmember Bangs

- Public Safety & Transportation Committee meeting:
 - Sound Transit update.
 - Preliminary engineering design.
 - Review on 509 update.
 - CIP Projects.
 - Emergency management discussion.
- Police Department Advisory committee meeting.
 - Code Enforcement obligations.
- Arts Commission Gala:
 - September 16th @ Beach Park Auditorium.

Councilmember Nutting

- Concerts in the Park:
 - Kings of Swing.
 - Next week, Kings of Hollywood.

Councilmember Musser

- No report.

PRESIDING OFFICER'S REPORT

- Thanked those that participated in the City Manager selection process.
- National Night Out.
- Highline Place groundbreaking.
- Sound Cities Association meeting:
 - Gave tour of the City.

ADMINISTRATION REPORTItem 1: 268TH STREET UPDATE

Civil Engineer II Owen gave a brief overview on the South 268th Street Sidewalk project.

Item 2: City Manager Piasecki commented on the Redondo Boardwalk project and the timeline question asked during Comments from the Public.

Item 3: City Manager Piasecki advised Council to pull Consent Agenda Item #6 for further discussion and an amended motion.

CONSENT AGENDA

Item 1: APPROVAL OF MINUTES

Motion is to approve the minutes from the July 7th and July 20th and July 28, 2016 Council Executive Sessions and the minutes from the July 7th and 14, 2016 Regular City Council meetings.

Item 2: APPROVAL OF VOUCHERS

Motion is to approve for payment vouchers and payroll transfers through June 29, 2016 included in the attached list and further described as follows:

Total A/P Checks/Vouchers	#147400-147654	\$2,474,965.83
Electronic Wire Transfers	#737-745	\$ 293,269.73
Payroll Checks	#18829-18835	\$ 5,155.68
Payroll Direct Deposit	#290001-290168	\$ 292,932.91
Total Certified Wire Transfers, Voids, A/P and Payroll Vouchers:		\$3,066,324.15

Item 3: REDONDO BOARDWALK REPAIR CONSULTANT AGREEMENT
SUPPLEMENT #4 FOR ADDITIONAL CONSTRUCTION ADMINISTRATION &
INSPECTION SERVICES

Motion is to approve the Supplemental Agreement Number 4 with Exeltech Consulting for the Redondo Boardwalk Repair in the amount of \$65,022.86 to complete construction administration and inspection services associated with project delay and change of conditions, bringing the total contract to \$853,474.49, and further authorize the City Manager to sign said Supplemental Agreement Number 4 substantially in the form as submitted.

Item 4: CITIZENS ADVISORY COMMITTEE APPOINTMENT

Motion is to confirm the Mayoral appointment of Tony Hettler, Business Owner Primary to the Citizens Advisory Committee effective immediately and expiring on December 31, 2017.

Item 5: DRAFT RESOLUTION 16-117; RESOLUTION IN SUPPORT OF APPLICATION
FOR PORT OF SEATTLE ECONOMIC DEVELOPMENT GRANT

Motion is to approve Draft Resolution No. 16-117, authorizing the City Manager to sign and submit an application to the Port of Seattle for the 2016 Economic Development Partnership Program and to accept the grant if approved by the Port.

Item 6: DRAFT RESOLUTION NO. 16-124 SETTING PUBLIC HEARING TO CONSIDER DRAFT ORDINANCE 16-124 RELATED TO THE BLUEBERRY LANE ZONING RECLASSIFICATION
Motion is to adopt Draft Resolution No. 16-124 setting a public hearing on September 8, 2016 or as soon thereafter as the matter may be heard, to consider Draft Ordinance No. 16-124 amending DMMC 18.10.050 Adoption of official zoning map, to reclassify tax parcels 0522049005, 0522049022, 0522049071, 0522049156 and 0246000127 from B-P Business Park Zone to Residential Single Family 7,200 Zone for the Blueberry Land PUD.

Item 7: BLUEBERRY LANE FINAL PLAT
Motion 1 is to adopt Draft Resolution No. 16-020 approving the final plat entitled "Blueberry Lane", City File No. LUA2014-0003.

Motion 2 is to approve the Release document relinquishing the City's interest in Tract X that is depicted on King County Short Plat No. 779007, and authorize the City Manager to sign the Release substantially in the form as submitted.

Item 8: CONSTRUCTION CONTRACT AWARD AND CONSULTANT AGREEMENT FOR CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES FOR THE SOUTH 268TH STREET SIDEWALK IMPROVEMENT PROJECT
Motion 1 is to approve the Public Works Contract with Reed Trucking & Excavating, Inc. (Contractor), for the South 268th Street Sidewalk Improvement Project, in the amount of \$649,051.00, authorize a project contingency in the amount of \$65,000 and further authorize the City Manager to sign said Contract substantially in the form as submitted.

Motion 2 is to approve Supplemental Agreement Number 2 with Parametrix for the Construction Administration and Inspection Services of the South 268th Street Sidewalk Improvement Project in the amount of \$99,800, authorize a project contingency of \$5,000.00 and further authorize the City Manager to sign said Task Order substantially in the form as submitted.

Direction/Action

Motion made by Councilmember Kaplan to approve the Consent Agenda; seconded by Councilmember Musser.

Mayor Pina pulled Consent Agenda Item #6

The remainder of the Consent Agenda passed 7-0.

Direction/Action

Motion made by Mayor Pina to adopt Draft Resolution No. 16-124 setting a public hearing to consider Draft Ordinance No. 16-124 amending DMMC 18.10.050, Adoption of official zoning map, to reclassify five tax parcels from B-P Business Park Zone to Residential Single Family 7,200 Zone for the Blueberry Lane PUD; seconded by Councilmember Nutting.
The motion passed 7-0.

Motion made by Mayor Pina to amend Draft Resolution No. 16-124 to include additional tax parcels 0522049006 and 0522049026, and to set the public hearing date to September 8, 2016; seconded by Councilmember Nutting. The motion passed 7-0.

EXECUTIVE SESSION

At 7:50 p.m. Council went into Executive Session for 30 minutes. The purpose of the Executive Session was to discuss qualified applicants per RCW 42.30.110(1)(g).

At 8:20 p.m. Mayor Pina extended the Executive Session an additional 30 minutes.

At 8:50 p.m. Council ended the Executive Session and the regular meeting resumed.

No formal action was taken.

OLD BUSINESS

Item 1:

CITY MANAGER CANDIDATE DISCUSSION

Direction/Action

Motion made by Mayor Pro Tem Pennington to hire Michael Matthias as Des Moines City Manager contingent upon successful negotiation of an employment contract with Strategic Government Resources and approval of the contract by the City Council and the City Attorney; seconded by Councilmember Bangs. The motion passed 6-1.

For: Mayor Pina; Mayor Pro Tem Pennington; Councilmembers Kaplan, Bangs, Nutting and Musser.

Against: Councilmember Back.

NEW BUSINESS

Item 1:

LOCAL GOVERNMENT 101, PART 7(B): CRIMINAL JUSTICE SYSTEM: COURT, PROSECUTION AND PUBLIC DEFENSE

Municipal Court Judge Leone gave a power point presentation on the Court system.

Interim Assistant City Attorney Hutchins gave a power point presentation on prosecution services.

Direction/Action

Motion made by Councilmember Kaplan to extend the Council meeting until 10:15 p.m.; seconded by Mayor Pro Tem Pennington. The motion passed 7-0.

Prosecutors Codd and Greenwood presented to Council the Public Defense part of the presentation.

Probation Officer Patrick gave a power point presentation to Council on Probation services.

Motion made by Mayor Pro Tem Pennington to extend the Council meeting until 10:20 p.m.; seconded by Mayor Pina.
The motion passed 7-0.

Motion made by Councilmember Musser to remand rezoning issues on 230th and 30th Avenue S. to the Finance & Economic Development Committee; seconded by Councilmember Nutting.
The motion passed 7-0.

NEXT MEETING DATE

August 13, 2016 Regular City Council Meeting

ADJOURNMENT

Motion made by Mayor Pro Tem Pennington to adjourn; seconded by Councilmember Kaplan.

The motion passed 7-0.

The meeting was adjourned at 10:20 p.m.

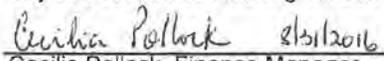
Respectfully Submitted,
Bonnie Wilkins, CMC
City Clerk

CITY OF DES MOINES
Voucher Certification Approval
8-Sep-16
Auditing Officer Certification

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

As of Sept 08, 2016 the Des Moines City Council, by unanimous vote, does approve for payment those vouchers and payroll transfers through Aug 30, 2016 included in the attached list and further described as follows:

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


 Cecilia Pollock, Finance Manager

	# From	# To	Amounts
Claims Vouchers:			
Total A/P Checks/Vouchers	147782	147957	1,353,356.95
Electronic Wire Transfers	752	758	196,529.64
Total claims paid			1,549,886.59
Payroll Vouchers			
Payroll Checks	18841	18843	3,306.06
Direct Deposit	330001	330171	288,330.10
Payroll Checks			
Direct Deposit			
Total Paychecks/Direct Deposits paid			291,636.16
Total checks and wires for A/P & Payroll			1,841,522.75

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Contract Award for Des Moines
Beach Park Historic Picnic Shelter / Restroom
Rehabilitation Project

ATTACHMENTS:

1. Public Works Contract
2. Bid Tabulations
3. CIP Project Worksheet
4. Architect's Award Recommendation

FOR AGENDA OF: September 8, 2016

DEPT. OF ORIGIN: Planning, Building & Public
Works

DATE SUBMITTED: August 30, 2016

CLEARANCES:

Legal *DS*

Finance *CP*

Marina N/A

Parks, Recreation & Senior Services *DS*

Planning, Building & Public Works *DSB*

Police N/A

Courts N/A

APPROVED BY CITY MANAGER

FOR SUBMITTAL: *[Signature]*

Purpose and Recommendation

The purpose of this agenda item is to seek City Council approval of the Public Works Contract (Attachment 1) with Argosy Construction Co. Inc. for the Des Moines Beach Park Historic Picnic Shelter / Restroom Rehabilitation Project. The following motion will appear on the consent calendar:

Suggested Motion

Motion: "I move to award the Public Works Contract with Argosy Construction Co. Inc. for the Des Moines Beach Park Historic Picnic Shelter / Restroom Rehabilitation Project, in the amount of \$482,128.50 (for the Base Bid plus Alternate 1), authorize a project contingency in the amount of \$36,371.50, and authorize the City Manager to sign said contract substantially in the form as submitted."

Background

On February 12, 2014, the Beach Park Historic Picnic Shelter / Restroom building was hit by a tree that fell during a wind storm. Repairs have since been made to the portions of the structures that were damaged. This project will rehabilitate the remainder portions of the buildings. David A. Clark Architects, PLLC was the design architect and also provided project oversight and management during

construction of the tree damage repair. Mr. Clark prepared the design for this rehabilitation work, and will also provide oversight and management during the construction work.

In July 2016, bids were advertised via the Seattle Daily Journal of Commerce, with a bid opening date of August 3, 2016. The City received notification from the King County Landmarks Commission just prior to our bid date that we would need a Certificate of Appropriateness to perform the rehabilitation work. We issued an addendum extending the bid due date to August 18, 2016. A few hours prior to the bid deadline, WSDOT closed down I-5 in both directions in Fife due to an overturned fuel truck. Since bidders could not get to us to deliver their bids, we issued another addendum extending the bid due date to August 25, 2016. The City received Five (5) bids, with the apparent lowest responsive responsible bidder being Argosy Construction Co. Inc. Argosy Construction Co. is the contractor that performed the tree damage repairs back in 2014.

Discussion

The Architect's Estimate for the project was \$413,465.00 plus Washington State Sales Tax, for a total of \$452,744.00. A pre-bid project walkthrough was conducted at the Restroom and Picnic Shelter on July 21, 2016 at 1:30 PM. Sealed bids were opened and read aloud on August 25, 2016 at 2:00 PM. The apparent lowest responsive bidder at bid opening was Argosy Construction Co. Inc. Staff and the Architect of Record have performed the necessary bid evaluations, bid tabulations, and reference checks. The Architect has provided staff with a letter of recommendation to award the project to Argosy Construction Co. Inc. (Attachment 4). The three lowest bidders are shown below, and the entire project bid tabulations are included as Attachment 2.

Contractor Name	Base Bid	Alternate #1 -- Siding	Total Project (Base Bid plus Alternate 1)
Argosy Construction Co. Inc.	\$478,953.00	\$3,175.50	\$482,128.50
Reynolds General Contracting, Inc.	\$523,410.00	\$4,380.00	\$527,790.00
Christensen, Inc.	\$563,925.00	\$5,475.00	\$569,400.00
Architect's Estimate	\$452,744.00	\$4,380.00	\$457,124.00

Alternatives

Council could choose to reject all bids, and rebid the project. This is not recommended by staff given that the low bid is within 6% of the architect's estimate, and the 5 bids are generally clustered. Rebidding the project is not likely to result in a lower cost; in fact just the opposite could happen.

Financial Impact

There are sufficient funds budgeted to cover the costs associated with this rehabilitation work, as shown in Attachment 3.

Recommendation or Conclusion

Staff recommends Council approve the suggested motion.

Concurrence

Finance, Legal, Parks, Recreation and Senior Services, and Planning, Building, and Public Works concur.



PUBLIC WORKS CONTRACT
between City of Des Moines and
Argosy Construction Co. Inc.

THIS CONTRACT is made and entered into by and between the City of Des Moines, a Washington municipal corporation (hereinafter the "City"), and Argosy Construction Co. Inc. organized under the laws of the State of Washington, located and doing business at P O Box 628, Carnation, WA 98014, (425) 444-3661, Lee Schelley (hereinafter the "Contractor").

CONTRACT

The parties agree as follows:

I. DESCRIPTION OF WORK.

Contractor shall perform the services for the City as specifically described in Exhibit "A" Scope and Schedule of Work (Plans, Specifications, and Contract Documents associated with the Des Moines Beach Park Historic Picnic Shelter / Restroom Rehabilitation), incorporated herein by reference.

The project includes, but is not limited to selective demolition, misc. metals, rough carpentry, siding, roofing, electrical, flashing, caulking, all as shown on the drawings and in these specifications and as required to satisfactorily complete the scope of work described in Exhibit "A", on the drawings and in this project manual for the Des Moines Beach Park Historic Picnic Shelter / Restroom located at 22030 Cliff Avenue South, Buildings C & F, Des Moines, WA 98198.

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

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



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

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

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

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

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

II. TIME OF COMPLETION. The parties agree that work on the tasks described in Section I above and more specifically detailed in Exhibit "A" will begin immediately upon execution of this Contract. Upon the effective date of this Contract, the Contractor shall complete the work described in Section I within **One Hundred Eighty (180) calendar**



days. If said work is not completed within the time specified, the Contractor agrees to pay the City the sum specified in Section VI - Liquidated Damages of this contract.

III. COMPENSATION. The City shall pay the Contractor a total amount not to exceed \$482,128.50, which includes any applicable Washington State Sales Tax, for the work and services contemplated in this Contract (Base Bid plus Alternate #1). The Contractor shall invoice the City monthly. The City shall pay to the Contractor, as full consideration for the performance of the Contract, an amount equal to the unit and lump sum prices set forth in the bid. The Contractor will submit requests for Progress payments on a monthly basis and the City will make progress payment within 45 days after receipt of the Contractor's request until the work is complete and accepted by the City. The City's payment shall not constitute a waiver of the City's right to final inspection and acceptance of the project.

- A. Retainage. The City shall hold back a retainage in the amount of five percent (5%) of any and all payments made to contractor for a period of sixty (60) days after the date of final acceptance, or until receipt of all necessary releases from the State Department of Revenue and the State Department of Labor and Industries and until settlement of any liens filed under Chapter 60.28 RCW. If Contractor plans to submit a bond in lieu of the retainage specified above, the bond must be in a form acceptable to the City and submitted within 30 days upon entering into this Contract, through a bonding company meeting standards established by the City.
- B. Defective or Unauthorized Work. The City reserves its right to withhold payment from Contractor for any defective or unauthorized work. Defective or unauthorized work includes, without limitation: work and materials that do not conform to the requirements of this Contract; and extra work and materials furnished without the City's written approval. If Contractor is unable, for any reason, to satisfactorily complete any portion of the work, the City may complete the work by contract or otherwise, and Contractor shall be liable to the City for any additional costs incurred by the City. "Additional costs" shall mean all reasonable costs, including legal costs and attorney fees, incurred by the City beyond the maximum Contract price specified above. The City further reserves its right to deduct the cost to complete the Contract work, including any Additional Costs, from any and all amounts due or to become due the Contractor. Notwithstanding the terms of this section, the City's payment to contractor for work performed shall not be a waiver of any claims the City may have against Contractor for defective or unauthorized work.
- C. Final Payment: Waiver of Claims. THE CONTRACTOR'S ACCEPTANCE OF FINAL PAYMENT (EXCLUDING WITHHELD RETAINAGE) SHALL CONSTITUTE A WAIVER OF CONTRACTOR'S



CLAIMS, EXCEPT THOSE PREVIOUSLY AND PROPERLY MADE AND IDENTIFIED BY CONTRACTOR AS UNSETTLED AT THE TIME FINAL PAYMENT IS MADE AND ACCEPTED.

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

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

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

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

If the City terminates this Contract for good cause, the Contractor shall not receive any further money due under this Contract until the Contract work is completed. After



termination, the City may take possession of all records and data within the Contractor's possession pertaining to this project which may be used by the City without restriction.

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

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

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

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

City and Contractor agree that for each day beyond the completion date specified in the Contract that the project is not completed, the sum of the contract amount times 15% divided by the time of completion ($\text{Contract} \times 0.15 / 90 = \text{LD}$) shall be deducted from the amount to be paid Contractor and shall be retained by City as damages.

In the event that the Contract is terminated by City for cause pursuant to the general conditions of the contract, this liquidated damages section shall apply, but only to the extent that the contract is delayed. In addition to liquidated damages, City shall be permitted to



recover from Contractor the cost of completion of the work if the cost of completion exceeds the original sum of money agreed upon.

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

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

IX. COMPLIANCE WITH WAGE, HOUR, SAFETY, AND HEALTH LAWS. The Contractor shall comply with the rules and regulations of the Fair Labor Standards Act, 294 U.S.C. 201 *et seq*, the Occupational Safety and Health Act of 1970, 29 U.S.C. 651, *et seq*, the Washington Industrial Safety and Health Act, Chapter 49.17 RCW, and any other state or federal laws applicable to wage, hours, safety, or health standards.

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

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

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

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

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



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

XII. CHANGES. The City may issue a written change order for any change in the Contract work during the performance of this Contract. If the Contractor determines, for any reason, that a change order is necessary, Contractor must submit a written change order request to the person listed in the notice provision section of this Contract, section XXII(C), within seven (7) calendar days of the date Contractor knew or should have known of the facts and events giving rise to the requested change. If the City determines that the change increases or decreases the Contractor's costs or time for performance, the City will make an equitable adjustment. The City will attempt, in good faith, to reach agreement with the Contractor on all equitable adjustments. However, if the parties are unable to agree, the City will determine the equitable adjustment as it deems appropriate. The Contractor shall proceed with the change order work upon receiving either a written change order from the City or an oral order from the City before actually receiving the written change order. If the Contractor fails to require a change order within the time specified in this paragraph, the Contractor waives its right to make any claim or submit subsequent change order requests for that portion of the contract work. If the Contractor disagrees with the equitable adjustment, the Contractor must complete the change order work; however, the Contractor may elect to protest the adjustment as provided in subsections A through E of Section XIII, Claims, below.

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

XIII. CLAIMS. If the Contractor disagrees with anything required by a change order, another written order, or an oral order from the City, including any direction, instruction, interpretation, or determination by the City, the Contractor may file a claim as provided in this section. The Contractor shall give written notice to the City of all claims within seven (7) calendar days of the occurrence of the events giving rise to the claims, or within seven (7) calendar days of the date the Contractor knew or should have known of the facts or events giving rise to the claim, whichever occurs first. Any claim for damages, additional payment for any reason, or extension of time, whether under this Contract or otherwise, shall be conclusively deemed to have been waived by the Contractor unless a timely written claim is made in strict accordance with the applicable provisions of this Contract.

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



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

- A. Notice of Claim. Provide a signed written notice of claim that provides the following information:
 1. The date of the Contractor's claim;
 2. The nature and circumstances that caused the claim;
 3. The provisions in this Contract that support the claim;
 4. The estimated dollar cost, if any, of the claimed work and how that estimate was determined; and
 5. An analysis of the progress schedule showing the schedule change or disruption if the Contractor is asserting a schedule change or disruption.

- B. Records. The Contractor shall keep complete records of extra costs and time incurred as a result of the asserted events giving rise to the claim. The City shall have access to any of the Contractor's records needed for evaluating the protest.

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

- C. Contractor's Duty to Complete Protested Work. In spite of any claim, the Contractor shall proceed promptly to provide the goods, materials and services required by the City under this Contract.

- D. Failure to Protest Constitutes Waiver. By not protesting as this section provides, the Contractor also waives any additional entitlement and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

- E. Failure to Follow Procedures Constitutes Waiver. By failing to follow the procedures of this section, the Contractor completely waives any claims for protested work and accepts from the City any written or oral order (including directions, instructions, interpretations, and determination).

XIV. LIMITATION OF ACTIONS. CONTRACTOR MUST, IN ANY EVENT, FILE ANY LAWSUIT ARISING FROM OR CONNECTED WITH THIS CONTRACT WITHIN 120 CALENDAR



DAYS FROM THE DATE THE CONTRACT WORK IS COMPLETE OR CONTRACTOR'S ABILITY TO FILE THAT CLAIM OR SUIT SHALL BE FOREVER BARRED. THIS SECTION FURTHER LIMITS ANY APPLICABLE STATUTORY LIMITATIONS PERIOD.

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

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

XVII. INDEMNIFICATION. Contractor shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of this Contract, except for injuries and damages caused by the sole negligence of the City.

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

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



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

No Limitation. Contractor's maintenance of insurance, its scope of coverage and limits as required herein shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

A. Minimum Scope of Insurance

Contractor shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured contract. The Commercial General Liability insurance shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 11 85 or an equivalent endorsement. There shall be no endorsement or modification of the Commercial General Liability insurance for liability arising from explosion, collapse or underground property damage. The City shall be named as an insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using ISO Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing equivalent coverage.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

B. Minimum Amounts of Insurance

Contractor shall maintain the following insurance limits:

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



2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and a \$2,000,000 products-completed operations aggregate limit.

C. Other Insurance Provisions

The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain, that they shall be primary insurance as respect to the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

D. Acceptability of Insurers

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

E. Verification of Coverage

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

F. Subcontractors

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

G. Notice of Cancellation

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

H. Failure to Maintain Insurance

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

XIX. WORK PERFORMED AT CONTRACTOR'S RISK. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor



shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.

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

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

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

XXII. MISCELLANEOUS PROVISIONS.

A. Non-Waiver of Breach. The failure of the City to insist upon strict performance of any of the covenants and agreements contained in this Contract, or to exercise any option conferred by this Contract in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

B. Resolution of Disputes and Governing Law.

1. Alternative Dispute Resolution. If a dispute arises from or relates to this Contract or the breach thereof and if the dispute cannot be resolved through direct discussions, the parties agree to endeavor first to settle the dispute in an amicable manner by mediation administered by a mediator under JAMS Alternative Dispute Resolution service



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

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

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

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

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

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

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



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

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

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

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

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



<p>CONTRACTOR:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: _____</p> <p>Its _____ <i>(Title)</i></p> <p>DATE: _____</p>	<p>CITY OF DES MOINES:</p> <p>By: _____ <i>(signature)</i></p> <p>Print Name: <u>Michael Matthias</u></p> <p>Its <u>Interim City Manager</u> <i>(Title)</i></p> <p>DATE: _____</p> <p style="text-align: right; margin-top: 20px;">Approved as to Form:</p> <p style="text-align: right; margin-left: 100px;">_____ City Attorney</p> <p style="text-align: right;">DATE: _____</p>
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<p>NOTICES TO BE SENT TO:</p> <p>CONTRACTOR:</p> <p>Lee Schelley Argosy Construction Co. Inc. P O Box 628 Carnation, WA 98014 (425) 444-3661 (telephone) (425) 549-0240 (facsimile)</p>	<p>NOTICES TO BE SENT TO:</p> <p>CITY OF DES MOINES:</p> <p>Scott J. Romano City of Des Moines 21650 11th Avenue South Des Moines, WA 98198 (206) 870-6539 (telephone) (206) 870-6596 (facsimile)</p>
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As Directed by the Des Moines City Council
in Open Public Meeting on September 8, 2016.

PUBLIC WORKS PAYMENT BOND
to City of Des Moines, WA

Bond No. _____

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

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

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

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

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

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

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

PERFORMANCE BOND
to City of Des Moines, WA

Bond No. _____

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

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

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

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

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

PRINCIPAL

SURETY

Principal Signature

Date

Surety Signature

Date

Printed Name

Printed Name

Title

Title

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

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DAVID A. CLARK ARCHITECTS, PLLC

**Des Moines Beach Park
Historic Restroom & Picnic Shelter Rehabilitation**

<i>General Construction Contract</i>		25-Aug-16		2:00 p.m. Bid Time								
No.	Contractor	Base Bid, Including WSST	Bid Alt #1, Siding, Including WSST	Total (base bid plus alt #1)	Bid Proposal	Addendum 1 acknowledged?	Addendum 2 acknowledged?	Addendum 3 acknowledged?	Non-Collusion Affidavit	Cert. of Non-segregated Facil.	Qualification Statement	Bid Deposit or Bond
1	Argosy Construction Co, Inc	\$ 478,953.00	\$ 3,175.50	\$ 482,128.50	X	X	X	X	X	X	X	X
2	Reynolds General Contracting, Inc.	\$ 523,410.00	\$ 4,380.00	\$ 527,790.00	X	X	X	X	X	X	X	X
3	Christensen Inc	\$ 563,925.00	\$ 5,475.00	\$ 569,400.00	X	X	X	X	X	X	X	X
4	Mike Werlich Construction	\$ 652,073.00	\$ 6,570.00	\$ 658,643.00	X	X	X	X	X	X	X	X
5	Lincoln Construction	\$ 660,549.00	\$ 4,380.00	\$ 664,929.00	X	X	X	X	X	X	X	X
Estimate		\$ 452,744.00	\$ 4,380.00	\$ 457,124.00								

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Project Title: DMBP Picnic Shelter/Restrooms

Project # 310.061.045

Summary Project Description:

		TOTAL PROJECT SCOPE					PROJECT ALLOCATIONS BY YEAR						
Expenditures	Vendor #	1/1/16 Current CIP Budget	2016 CIP Supplemental Request	2016 Revised CIP Budget Estimate	Project to Date 12/31/15	Project to Date 7/31/2016	2016 YTD 7/31/2016	2016 Remaining	Estimated Year End 2016	Planned Year 2017	Planned Year 2018	Planned Year 2019	Planned Year 2020
Design													
External Engineering (Dove Clark)		45,000	-	45,000	5,096	31,521	26,425	13,479	39,904				
Internal Engineering/Project Mgmt		10,275	-	10,275	945	4,509	3,564	5,766	9,330				
Permits		17,000	959	17,959	-	12,159	12,159	5,800	17,959				
Other Misc (Advertise, Postage, Etc.)		725	470	1,195	722	722	473	473	473				
Prop/ROW/Essements													
Construction													
External Engineering		25,000	-	25,000	-	-	-	25,000	25,000				
Internal Eng-Proj Mgmt/ Inspect		8,000	-	8,000	-	-	-	8,000	8,000				
Construction Contract 1		413,000	69,129	482,129	-	-	-	482,129	482,129				
Other Miscellaneous													
Other													
Interfund Financial Services		6,230	13	6,243	68	-	-	6,175	6,175				
Contingencies		97,770	(61,398)	36,372	-	-	-	36,372	36,372				
Total Project Expense Budget:		623,000	9,173	632,173	6,831	48,811	42,148	583,194	625,342				

Funding Source	1/1/16 Current CIP Budget	2016 CIP Supplemental Request	2016 Revised CIP Budget Estimate	Project to Date 12/31/15	Project to Date 7/31/2016	2016 YTD 7/31/2016	2016 Remaining	Scheduled Year 2016	Scheduled Year 2017	Scheduled Year 2018	Scheduled Year 2019	Scheduled Year 2020
Transfers												
301.061.310.597.01 REET 1	41,074	8,930	50,004	-	-	-	180,074	180,074	(54,000)	(54,000)	(22,070)	-
305.061.310.597.04 KC Park Levy (2014-2019) Match for grant	288,926	-	288,926	106,975	106,975	106,975	51,881	51,881	54,000	54,000	22,070	-
Washington State RCO (50%)	293,000	243	293,243	21,074	21,074	21,074	272,169	293,243				
Total Project Revenue Budget:	623,000	9,173	632,173	106,975	128,049	21,074	504,124	525,188				
Committed Cash:				100,144		79,070						

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DAVID A. CLARK ARCHITECTS, PLLC

City of Des Moines

Beach Park Historic Picnic Shelter/Restroom Rehabilitation

Project Number 310.061.045

Memorandum for the Record

August 29, 2016

To: Scott Romano, Project Manager

Fr: Dave Clark
Project Architect

Re: Reference Checks
Argosy Construction, Inc.

I checked references and background on Argosy Construction, the apparent low bidder for the above referenced project.

Executive Summary:

- Banking information: Fair financials, no apparent issues
- Insurance & Bonding: Second bond issued, but has good limits
- Credit check: Did not check due to expense.
- State regulatory agencies: Checked, L&I, DOR: No issues
- Project references: I have knowledge and experience with this contractor for 30 plus years.
- History: Small Washington company that did the tree repair project at this same site.
- **Recommendation: We believe Argosy Construction is a responsible and responsive bidder. As such, we recommend Argosy Construction be awarded the project as the lowest qualified bidder.**
- **Alternates: As Argosy's bid amount and alternate bids were reasonable, we recommend acceptance of the one bid alternate, siding only if money allows.**

Banking:

Argosy Construction has accounts with one bank:

Bank of America:

Average daily balance over past two months: Low to mid five figures
NSF checks in past year: None
Customer since mid before 2000
Unknown if any garnishments are on file.

Bonding & Insurance: Valley Insurance Agency, Inco Insurance Services

Wrote the bid and will write the performance bond, also handles their general and commercial insurance. This is their first bonded project, although they have done other municipal and commercial projects. They have a \$500,000 bond limit. IIS has no problems with Argosy, but this is their second bond, and the first project went well. Argosy is an excellent company since early 80's, doing commercial and residential projects. They have had one small attachments to

33017 134th AVENUE SE, AUBURN, WA 98092-8519 . TEL 253.351.8877 . FAX 253.804.6566 . WWW.CLARKARCHITECTS.COM



Reference Check Summary
 Beach Park Historic Picnic Shelter/Restroom Rehabilitation
 August 29, 2016
 Page 2

their General Construction state bond, and it was resolved. They didn't believe they have had any recent auto accident claim. They are a great account.

State of Washington:

Labor and Industries: Contractor's License number ARGOSCC051M6
 UBI number 601-623-667
 Bonds current, no tax deficiencies.

Employment Securities Department:
 Does not disclose information

Department of Revenue:
 The company is not listed on the Department of Revenue delinquent tax list.

Verbal References:

Argosy Construction:

Talked with Lee Schelley (President and estimator): Most of their projects in the past have been residential, but they do a fair amount of commercial and have done some small municipal projects. He feels good about his bid and has no concerns. He said he knows this project better than anyone after having done the tree damage repair.

Reference: Project: Boeing Employees Tennis Center

Project was a difficult ADA remodel of the tennis center's locker rooms, and was very successful. There was significant rot and damage discovered during demolition and the change orders were fair and appropriate. Lee responded and kept his subcontractors in line. He was at the site and ran the crew, working around the public and staff. Overall this was a positive project.

Reference #2: Dave Clark

I have known Argosy Construction and Lee Schelley since 1981, and have watched his company evolve from a landscape contractor to a good residential contractor to commercial work. He has been moving into commercial and municipal work since 2012. Argosy framed my residence in 2005 and did an excellent job. As a small contractor he will have trouble navigating the maze of public works paperwork. Aside from that issue, I have no concern with Argosy construction.

In closing, it appears that Argosy Construction is a good small contractor that is venturing into municipal projects. As a small contractor he will have trouble navigating the maze of public works paperwork, but he is aware of this and has taken steps to better understand the process. Staff and the Architect will have to spend more time ensuring he is in compliance, but not excessively so. I recommend council accept their bid for this project.

Respectfully submitted for the record.

Dave Clark AIA, LEED AP
 Project Architect

AGENDA ITEM

BUSINESS OF THE CITY COUNCIL
City of Des Moines, WA

SUBJECT: Lower Massey Creek Improvements
(Channel Modifications) Project –
Puget Sound Energy Easement

AGENDA OF: September 8, 2016

DEPT. OF ORIGIN: Planning, Building and
Public Works

ATTACHMENTS:
1. PSE Easement

DATE SUBMITTED: August 29, 2016

CLEARANCES:

- Legal TG
- Finance N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works DSB
- Police N/A
- Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation:

The purpose of this agenda item is to request Council approval for granting an easement (Attachment 1) to Puget Sound Energy (PSE) for the benefit of the Lower Massey Creek Improvements Project. A new power pole is planned for the easement area with the existing private pole (located on the Taco Time property) being removed. Service from the new pole will provide power to the pump station that is being constructed as part of the project improvements. The following motion will appear on the Consent Calendar:

Suggested Motion:

Motion: “I move to approve the utility easement with Puget Sound Energy located on Tax Parcel 2011400523, and authorize the City Manager to sign said easement substantially in the form as submitted.”

Background:

A major element of the Lower Massey Creek Improvements Project is the installation of a lift (pump) station near the low spot of the Marine View Drive/Kent-Des Moines (KDM) Road intersection that would collect and pump flows to the creek during storm events, thereby minimizing flooding to the

intersection. The project design called for a larger power line from the power pole located across KDM Road to the existing service pole located on the Taco Time property with the service line undergrounded from the service pole to the pump station. Following the submittal of a work request to PSE, we were informed that the service pole is not owned by PSE, but is a privately owned pole. To prevent delays to the project by obtaining an easement from Taco Time to access the existing pole, it is now proposed to install a new pole that is owned by PSE on City property and remove the existing pole on the Taco Time property. PSE will be coordinating the utility work with Taco Time with the work done outside of business hours.

Discussion:

The easement area is roughly 15 feet by 15 feet located at the northwest corner of the City parcel located adjacent to Taco Time. This pole will also be near to the pump station and associated control panel and will not interfere with access to the pump station.

Financial Impact:

The total work request for PSE is less than \$15,000 with a share of that covered by the construction contract for providing service to the lift station. It is estimated that \$10,000 of this amount will be a change order to the contract for covering the additional work by PSE as well as coordination costs by the contractor. The cost for the change order is within the previously authorized construction contingency and no additional contract authority is being requested.

Upon Council approval and signature by the City Manager, PSE will proceed with the work. The contractor is aware of need for the utility easement and no project delay costs are anticipated.

Alternatives:

None suggested.

Recommendation/Conclusion:

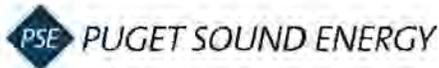
Staff requests that Council approve the proposed motion.

Concurrence:

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

RETURN ADDRESS:

Puget Sound Energy, Inc.
 Attn: ROW Department (SAM)
 PO Box 97034 / EST-06W
 Bellevue, WA 98009-9734

**EASEMENT**

REFERENCE #:

GRANTOR (Owner): **CITY OF DES MOINES, a Municipal Corporation**
 GRANTEE (PSE): **PUGET SOUND ENERGY, INC.**
 SHORT LEGAL: **Lot 1 and Ptn. of Lot 2, City of Des Moines Short Plat No. DEMOSP87-07, in King County**
 ASSESSOR'S PROPERTY TAX PARCEL: **201140-0523**

For and in consideration of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CITY OF DES MOINES**, a Municipal Corporation of the state of Washington ("Owner" herein), hereby grants and conveys to **PUGET SOUND ENERGY, INC.**, a Washington corporation ("PSE" herein), for the purposes described below, a nonexclusive perpetual easement over, under, along across and through the following described real property (the "Property" herein) in King County, Washington:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Except as may be otherwise set forth herein PSE's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

THE WEST 15 FEET OF THE NORTH 15 FEET OF THE ABOVE DESCRIBED PROPERTY, EXCEPTING ANY PORTION LYING WITHIN SOUTH KENT-DES MOINES ROAD. A DIAGRAM IS ATTACHED HERETO AS EXHIBIT "B" AS A VISUAL AID ONLY.

1. Purpose. PSE shall have the right to use the Easement Area to construct, operate, maintain, repair, replace, improve, remove, upgrade and extend one or more utility systems for purposes of transmission, distribution and sale of electricity. Such systems may include, but are not limited to:

Overhead facilities. Poles and other support structures with crossarms, braces, guys and anchors; electric transmission and distribution lines; fiber optic cable and other lines, cables and facilities for communications; transformers, street lights, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Underground facilities. Conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, PSE may, from time to time, construct such additional facilities as it may require for such systems. PSE shall have the right of access to the Easement Area over and across the Property to enable PSE to exercise its rights granted in this easement.

2. Easement Area Clearing and Maintenance. PSE shall have the right, but not the obligation to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area as needed to provide access to, maintain and prevent damage to the underground facilities to ensure the safety of the underground facilities and safety of the Owner's property. PSE shall also have the right, but not the obligation, to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area. PSE shall, except in the event of an emergency, prior to the exercise of such right, identify such trees or other vegetation and make a reasonable effort to give the Owner prior notice that such trees or other vegetation will be cut, trimmed, removed or disposed.

3. Restoration. Following initial installation, repair or extension of its facilities, PSE shall, to the extent reasonably practicable, restore landscaping and surfaces and portions of the Property affected by PSE's work to the condition existing immediately prior to such work, unless said work was done at the request of Owner, in which case Owner shall be responsible for such restoration. All restoration which is the responsibility of PSE shall be performed as soon as reasonably possible after the completion of PSE's work and shall be coordinated with Owner so as to cause the minimum amount of disruption to Owner's use of the Property.

4. Owner's Use of Easement Area. Owner reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Owner shall not excavate within or otherwise change the grade of the Easement Area or construct or maintain any buildings or structures on the Easement Area and Owner shall do no blasting within 300 feet of PSE's facilities without PSE's prior written consent.

5. Indemnity. PSE agrees to indemnify Owner from and against liability incurred by Owner as a result of the negligence of PSE or its contractors in the exercise of the rights herein granted to PSE, but nothing herein shall require PSE to indemnify Owner for that portion of any such liability attributable to the negligence of Owner or the negligence of others.

6. Termination. The rights herein granted shall continue until such time as PSE terminates such right by written instrument. If terminated, any improvements remaining in the Easement Area shall become the property of Owner. No termination shall be deemed to have occurred by PSE's failure to install its systems on the Easement Area.

7. Successors and Assigns. PSE shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall be binding upon their respective successors and assigns.

DATED this _____ day of _____, 20_____.

OWNER:

CITY OF DES MOINES,
a Municipal Corporation of the state of Washington

By: _____

Its: _____

STATE OF WASHINGTON)
) SS
COUNTY OF _____)

On this _____ day of _____, 20____, 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(s) who signed as _____, of **CITY OF DES MOINES**, a Municipal Corporation of the state of Washington, the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his / her free and voluntary act and deed and the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned; and on oath stated that he / she was authorized to execute the said instrument on behalf of said 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: _____

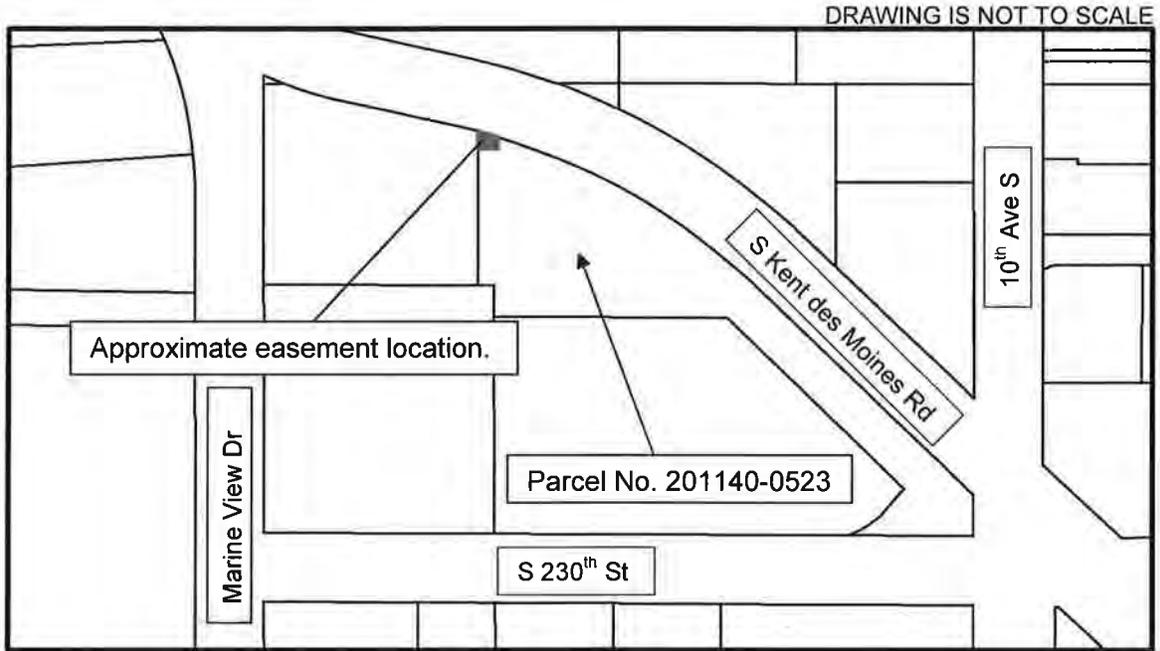
Notary seal, text and all notations must be inside 1" margins

EXHIBIT "A"

All of Lot 1, City of Des Moines Short Plat No. DEMOSP87-07, recorded under Auditor's File Number 8710070508, in King County, State of Washington, being located in the Northeast one-quarter of Section 17, Township 22 North, Range 4 East, W.M.; **TOGETHER WITH** that portion of Lot 2 of said City of Des Moines Short Plat more particularly described as follows:

Beginning at the Northwest corner of said Lot 2;
 Thence South $00^{\circ} 58' 07''$ West along the West line of said Lot 2, a distance of 27.90 feet;
 Thence South $89^{\circ} 01' 18''$ East parallel with the North line of said Lot 2, a distance of 201.53 feet to a point 34.70 feet Southwesterly from the Northeasterly line of said Lot 2;
 Thence South $45^{\circ} 04' 49''$ East parallel with said Northeasterly line of said Lot 2, a distance of 215.74 feet;
 Thence South $44^{\circ} 55' 11''$ West 28.52 feet to the point of curvature of a curve to the right having a radius of 75.00 feet;
 Thence Southwesterly along said curve consuming a central angle of $22^{\circ} 47' 32''$, a distance of 29.83 feet to the South line of said Lot 2;
 Thence South $89^{\circ} 01' 18''$ East along said South line of said Lot 2, a distance of 103.34 feet to the Southeast corner of said Lot 2;
 Thence North $00^{\circ} 52' 03''$ East 28.62 feet to the angle point in the Northeasterly line of said Lot 2;
 Thence North $45^{\circ} 04' 49''$ West along the Easterly line of said Lot 2, a distance of 266.40 feet to the point of curvature of a curve to the left having a radius of 542.98 feet;
 Thence Northwesterly along said curve consuming a central angle of $00^{\circ} 13' 54''$, a distance of 2.19 feet to the Northeasterly corner of said Lot 2.

EXHIBIT "B"
APPROXIMATE EASEMENT LOCATION



This map is not intended to represent the precise location or the extent of the Puget Sound Energy's present or future facilities.

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: NATIONAL RECOVERY MONTH

AGENDA OF: September 8, 2016

ATTACHMENTS:

1. Proclamation

DEPT. OF ORIGIN: Administration

DATE SUBMITTED: August 30, 2016

CLEARANCES:

Legal _____

Finance _____

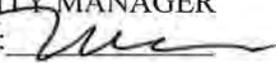
Marina _____

Parks, Recreation & Senior Services _____

Planning, Building & Public Works _____

Police _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation:

The Mental Health, Chemical Abuse and Dependency Services Division of the King County Department of Community and Human Services has requested a proclamation from the Des Moines City Council declaring that September, 2016 as National Recovery Month. The purpose of Recovery Month is to promote recovery, celebrate those in treatment, and continue to educate our community about how to overcome the barriers of stigma and discrimination associated with mental health issues and/or substance use disorders.

Recovery Month spreads the message that behavioral health is essential to health and overall wellness, and that prevention works, treatment is effective and people with substance use and mental health issues can and do recover. People in recovery lead healthier lifestyles and contribute in positive ways to their communities.

Suggested Motion

MOTION: “I move to approve the Proclamation supporting September as National Recovery Month”

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City of Des Moines



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



Proclamation

WHEREAS, behavioral health is an essential part of health and one's overall wellness;
and

WHEREAS, prevention of mental and/or substance use disorders works, treatment is effective, and people recover in our area and around the nation; and

WHEREAS, preventing and overcoming mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and the City of Des Moines invite all residents of Des Moines, Washington to participate in *National Recovery Month*; and

NOW THEREFORE, THE DES MOINES COUNCIL HEREBY PROCLAIMS the month of September as

NATIONAL RECOVERY MONTH

In Des Moines and call upon the people of Des Moines to observe this month with appropriate programs, activities, and ceremonies to support this year's *Recovery Month*.

SIGNED this 8th day of September, 2016.

Matt Pina, Mayor

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Resolution No. 16-129
Discontinuing Mandated Furloughs
for all Non-Represented Regular
Employees

ATTACHMENTS:

1. Draft Resolution No. 16-129

FOR AGENDA OF: September 8, 2016

DEPT. OF ORIGIN: Human Resources

DATE SUBMITTED: August 30, 2016

CLEARANCES:

- Legal RB
- Economic Development N/A
- Finance JP
- Human Resources MM
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works N/A
- Police N/A
- Courts N/A

APPROVED BY CITY MANAGER
FOR SUBMITTAL [Signature]

Purpose and Recommendation

The purpose of this agenda item is to consider discontinuing the remaining furlough days for non-represented employees for the remainder of 2016.

Suggested Motion

Motion: “To enact Draft Resolution No. 16-129 discontinuing mandated furloughs for all non-represented regular employees, limiting furloughs to 48 total hours per affected full-time employee, and prorated furlough hours for part-time employees according to hours worked per affected employee, for 2016.”

Background

The City was experiencing a significant budget shortfall in 2016 and, as a result, the City Council enacted Resolution No. 1324 implementing 10½ furlough days for non-represented regular employees, with a proportionate share for part-time regular employees, for 2016. The estimated savings from the furlough

program was \$283,175. As a result of the mandated furloughs, City offices shut down on the first Friday of each month starting on March 4, 2016.

Discussion

Due to incoming revenues being higher than anticipated, the City Council has determined it is no longer necessary to continue with mandatory furlough days to meet 2016 financial obligations. Draft Resolution No. 16-129 discontinues the furlough days for 2016 and ratifies and confirms any acts consistent with the authority prior to the effective date of this Resolution.

If approved, City offices will be open every first Friday of each month where a furlough day was originally scheduled.

Alternatives

The alternative to this Resolution would be to not enact Draft Resolution No. 16-129 and to continue with furlough days for non-represented regular and part-time employees.

Financial Impact

The 10½ furlough days mandated by Council in Resolution No. 1324 were estimated to save the City \$283,175. The suspension of the remaining furloughs days starting in September will reduce the estimated savings by approximately \$106,000.

Recommendation or Conclusion

It is recommended that the Council enact Draft Resolution No. 16-129.

CITY ATTORNEY'S FIRST DRAFT 08/30/2016**DRAFT RESOLUTION NO. 16-129**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, limiting Council-mandated furloughs for all non-represented regular employees to 48 hours per affected full-time employee, and prorated furlough hours for part-time employees according to hours worked per affected employee, for year 2016; and superseding Resolution No. 1324.

WHEREAS, because the City was experiencing a significant budget shortfall and needed to take cost savings measures to ensure the City's ongoing ability to meet its financial obligations, the Des Moines City Council passed Resolution No. 1324 on February 11, 2016, implementing mandatory furloughs for non-represented regular employees from March 2016 through December 2016, and

WHEREAS, the City's non-represented employees exclude all those who are represented by labor organizations, specifically, the International Association of Machinists District 160, Teamsters Local 763, Des Moines Police Guild, and Des Moines Police Management Association, and

WHEREAS, the City's non-represented regular employees fall into three groups; the General Employees, those who are eligible for overtime compensation under the Fair Labor Standards Act (FLSA), the Exempt Employees, those who are exempt under the FLSA; and the remaining exempt employees group known as the Directors, which for purposes of this Resolution consists of all department heads, the Assistant City Manager and the City Manager, and

WHEREAS, the City Council has determined that a budget shortfall is no longer an issue for 2016 due to incoming revenues being higher than anticipated; and it is no longer necessary to continue the mandatory furlough closure days to meet financial obligations for 2016, and

WHEREAS, the City Council considers it in the best public interest to discontinue furlough closure days, providing that each regular full-time employee takes a total of 48 furlough hours, and prorated hours for each regular part-time employees dependent upon hours worked, for the year 2016; now therefore,

Resolution No. _____
Page 2 of 3

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

Sec. 1. Resolution No. 1324 is superseded by this Resolution.

Sec. 2. The City shut down its facilities for one mandated furlough day each month from March through August, 2016.

Sec. 3. Such monthly furlough closures shall cease, such that mandated furloughs for all non-represented regular employees shall be limited to 48 hours per full-time employee, and prorated hours for part-time employees according to hours worked per affected employee, for year 2016.

Sec. 4. Those employees who have not yet taken their individual share of furlough hours as set forth in section 3 shall continue to do so until reaching such limit, continuing with their earlier choice of either:

(1) Unpaid furlough hours; or

(2) Paid furlough hours with a benefit reduction equal to the savings the City would have experienced, including wage-related costs and benefits, had the employee taken 48 unpaid furlough hours if full-time, or prorated hours if part-time.

Sec. 5. Where a conflict exists between the terms of this Resolution and the Des Moines Personnel Manual, this Resolution shall control.

Sec. 6. Any acts consistent with the authority and prior to the effective date of this Resolution are hereby ratified and confirmed.

ADOPTED BY the City Council of the City of Des Moines, Washington this _____ day of _____, 2016 and signed in authentication thereof this _____ day of _____, 2016.

M A Y O R

Resolution No. _____
Page 3 of 3

APPROVED AS TO FORM:

Interim City Attorney

ATTEST:

City Clerk

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2016 Parkside Park Renovation
Project – Rejection of Bids

ATTACHMENTS:

1. Bid Tabulations
2. CIP Project Worksheets

FOR AGENDA OF: September 8, 2016

DEPT. OF ORIGIN: Planning, Building & Public Works

DATE SUBMITTED: August 30, 2016

CLEARANCES:

- [X] Legal *VG*
 [X] Finance *CP*
 [] Marina N/A
 [X] Parks, Recreation & Senior Services *PJ*
 [X] Planning, Building & Public Works *DJB*
 [] Police N/A
 [] Courts N/A

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

Purpose and Recommendation

The purpose of this agenda item is to request City Council to reject the one and only bid received on August 16, 2016 for the 2016 Des Moines Parkside Park Renovation Project. Staff recommends rejecting the only bid received, and re-advertising the project this coming winter, for construction in the spring of 2017. The following motion will appear on the consent calendar:

Suggested Motion

Motion: “I move to reject all bids received for the 2016 Des Moines Parkside Park Renovation Project, and Direct staff to re-advertise the project.”

Background

This project is funded with King County CDBG funds, Department of Ecology funds for soil remediation, King County funds for the sport court, and some local funds. The project budget worksheets are included as Attachment 2.

In July and August 2016, bids were advertised for a three week period in the Seattle Daily Journal of Commerce, and the minority publication “Seattle Facts”. Bids were also solicited via Builder’s

Exchange and the MRSC Roster, with a bid opening date of August 16, 2016. The City received only one (1) bid at bid opening, which was significantly higher than the Architect's Estimate. The entire project bid tabulation is included as Attachment 1.

Discussion

The Architect's Estimate for the project is \$377,948.50 plus Washington State Sales Tax of \$35,905.11, for a total of \$413,853.61. A pre-bid project walkthrough was conducted at Parkside Park on August 9, 2016 at 10:00 AM. Sealed bids were opened and read aloud on August 16, 2016 at 11:00 AM. The one and only responsive bidder at bid opening was W. S. Contractors LLC, with a bid amount of \$548,753.78 inclusive of WSST. Staff and the Architect of Record have performed the necessary bid evaluation and bid tabulation, and are recommending rejecting this bid as it is **33% above** the Architect's Estimate. Staff will re-advertise the project this coming winter for construction in the spring of 2017. It is anticipated that the bidding climate will be better this coming winter, and we should receive better contractor participation and more competitive bid amounts. Staff has confirmed this approach with our funding partners, and their continued participation in the project.

Alternatives

None.

Financial Impact

There will be minor additional advertising charges, and some additional design consultant costs associated with the January 2017 re-advertising effort.

Recommendation or Conclusion

Staff recommends Council approve the suggested motion.

Concurrence

Finance, Legal, Parks, Recreation and Senior Services, and Planning, Building, and Public Works concur.

CITY OF DES MOINES
 2016 PARKSIDE PARK RENOVATION PROJECT
 BID TABULATION
 AUGUST 16, 2016 @ 11 AM

BASIC BID ITEM

- 1 Mobilization
- 2 Project Temporary County Sign
- 3 Removal of Path and Obstructions
- 4 Clearing and Grubbing
- 5 Excavation, Backfill, Compaction, Grading, Drainage Incl. Haul
- 6 Park Signage, Boulders & Landscape
- 7 Asphalt Basketball Court, Finish, Goals and Net Equipment
- 8 Exercise Equip. & Surface Mounting
- 9 Site Furniture
- 10 Invasive Removal, Spray & Mulch
- 11 Perimeter Fence Repair / Replace
- 12 Crushed Surface Path & Terraces
- 13 Basketball Containment Fence
- 14 Concrete Exercise Slab & Finish
- 15 Asphalt Paths
- 16 DOE Remediation Work

SUBTOTAL

9.5% WSST

TOTAL BASIC BID INCLUDING WSST

QTY	UNIT	COST ESTIMATE		W. S. CONTRACTORS LLC		
		UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	% DIFF.
1	LS	\$ 26,000.00	\$ 26,000.00	\$ 57,000.00	\$ 57,000.00	119%
1	EA	\$ 1,000.00	\$ 1,000.00	\$ 2,925.00	\$ 2,925.00	193%
1	LS	\$ 20,450.00	\$ 20,450.00	\$ 18,750.00	\$ 18,750.00	-8%
1	LS	\$ 6,000.00	\$ 6,000.00	\$ 20,000.00	\$ 20,000.00	233%
1	LS	\$ 61,250.00	\$ 61,250.00	\$ 53,750.00	\$ 53,750.00	-12%
1	LS	\$ 20,500.00	\$ 20,500.00	\$ 24,375.00	\$ 24,375.00	19%
1	LS	\$ 32,633.00	\$ 32,633.00	\$ 36,180.00	\$ 36,180.00	11%
1	LS	\$ 24,419.00	\$ 24,419.00	\$ 28,125.00	\$ 28,125.00	15%
1	LS	\$ 10,775.00	\$ 10,775.00	\$ 22,000.00	\$ 22,000.00	104%
78000	SF	\$ 0.15	\$ 11,700.00	\$ 0.50	\$ 39,000.00	233%
1	LS	\$ 19,950.00	\$ 19,950.00	\$ 17,640.00	\$ 17,640.00	-12%
2000	SF	\$ 2.96	\$ 5,920.00	\$ 5.00	\$ 10,000.00	69%
65	LF	\$ 75.00	\$ 4,875.00	\$ 90.00	\$ 5,850.00	20%
1800	SF	\$ 6.25	\$ 11,250.00	\$ 10.00	\$ 18,000.00	60%
11310	SF	\$ 3.15	\$ 35,626.50	\$ 5.00	\$ 56,550.00	59%
1	LS	\$ 85,600.00	\$ 85,600.00	\$ 91,000.00	\$ 91,000.00	6%
SUBTOTAL			\$ 377,948.50		\$ 501,145.00	
9.5% WSST			\$ 35,905.11		\$ 47,608.78	
TOTAL BASIC BID INCLUDING WSST			\$ 413,853.61		\$ 548,753.78	33%

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A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Resolution No. 16-123 Setting Public Hearing to consider Draft Ordinance 16-123 amending the Des Moines 2035 Comprehensive Plan

ATTACHMENTS:

1. Draft Resolution No. 16-123 Setting a Public Hearing Date for Draft Ordinance No. 16-123

FOR AGENDA OF: September 8, 2016

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: August 31, 2016

CLEARANCES:

- Legal JB
- Finance N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works DJB
- Police N/A
- Courts N/A
- Economic Development _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this Agenda Item is for the City Council to consider Draft Resolution No. 16-123 (Attachment 1) which will set a public hearing date for the consideration of Draft Ordinance No. 16-123 that would amend the Des Moines 2035 Comprehensive Plan codified in Chapter 18.05 & Chapter 18.25 Des Moines Municipal Code (DMMC). The following motion will appear on the consent calendar:

Suggested Motion

Motion 1: "I move to adopt Draft Resolution No. 16-123 setting a public hearing on October 27, 2016, or as soon thereafter as the matter may be heard, to consider Draft Ordinance No. 16-123 amending Chapters 18.05 and 18.25 DMMC."

Background

Des Moines 2035 – Charting Our Course for a Sustainable Future comprehensive plan is the City's official statement with respect to its vision for future growth and development. It identifies goals, policies, and strategies for maintaining the health, welfare, and quality of life of the Des Moines' residents. The comprehensive plan is comprised of individual elements addressing general planning,

land use, transportation, conservation, capital facilities/utilities/ public services, parks, recreation and open space, housing, community character, neighborhoods and public health.

The 1990 Growth Management Act is codified in RCW 36.70A. It requires, among other things, that “cities ... take action to review and, if needed, revise their *comprehensive plans* and development regulations (*emphasis added*) to ensure the plan and regulations comply with the requirements of this chapter . . . Any amendment of or revision to development regulations shall be consistent with and implement the comprehensive plan.”

Chapter 18.25 Comprehensive Plan of the Des Moines Municipal Code sets forth the process and standards of review that must be used by staff, the Planning Agency and the City Council in analyzing proposed amendments to the Comprehensive Plan and associated maps, including initiation of amendments, schedule for initiation and review of amendments, contents for application for amendment and decision criteria. Applications for amendment of the City of Des Moines Comprehensive Plan may be submitted to the Planning, Building and Public Works Department between January 1st and June 30th of each calendar year (DMMC 18.25.060(1)). Consistent with the provisions of DMMC 18.20.080A, the Comprehensive Plan amendments are considered Type VI land use actions and require a public hearing with the City Council.

Discussion

To date, one public request for amendment to the Des Moines Comprehensive Plan has been received which is the reclassification of the preferred land use for the Blueberry Lane Planned Unit Development from BP-Business Park to SF-Single Family. In addition, the City is initiating the following amendments:

- Update Chapter 3: Transportation Element to reflect updates to the Comprehensive Transportation Plan.
- Update Chapter 6: Parks, Recreation and Open Space Element to reflect the new goals, policies and implementation strategies of the *2016 Parks, Recreation and Senior Services Master Plan* that was adopted on December 10, 2015.
- Updates to Chapters 3-7 and 9-11 to reflect recommendations from the City’s consultant Parametrix regarding the Low Impact Development Integration into City Codes and Design Guidelines.

Alternatives

The City Council may:

1. Adopt the proposed Draft Resolution.
2. Adopt the proposed Draft Resolution with a different hearing date.
3. Decline to adopt the Draft Resolution.

Financial Impact

N/A

Recommendation or Conclusion

None.

CITY ATTORNEY'S FIRST DRAFT 07/29/2016

DRAFT RESOLUTION NO. 16-123

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, fixing a time for a public hearing to consider Draft Ordinance No. 16-123 relating to the 2016 update to the Des Moines 2035 Comprehensive Plan, amending Chapters 18.05 and 18.25 Des Moines Municipal Code.

WHEREAS, the City Council is considering amendments to the Des Moines 2035 Comprehensive Plan, and

WHEREAS, a public hearing is necessary to receive public comment regarding amendments to Title 18 DMMC, and

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

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

The matter of the 2016 update to the Des Moines 2035 Comprehensive Plan and making other amendments to Title 18, *Zoning Code*, is set for a public hearing before the City Council on Thursday, October 27, 2016, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, Suite B, Des Moines, Washington.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of _____, 2016 and signed in authentication thereof this ____ day of _____, 2016.

M A Y O R

APPROVED AS TO FORM:

Interim City Attorney

ATTEST:

Resolution No. _____
Page 2 of 2

City Clerk

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: 2017 Business License Fee Schedule

FOR AGENDA OF: September 8, 2016

ATTACHMENTS:

1. Draft Resolution No. 16-135
2. Current Business License Fee Table
3. Business License Fee Comparison

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: August 30, 2016

CLEARANCES:

- Legal TO
- Finance if
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works DSB
- Police N/A
- Courts N/A
- Economic Development _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this Agenda Item is for the City Council to consider Draft Resolution No. 16-135 (Attachment 1) which proposes to increase a number of business license fees for 2017. The following motion will appear on the Consent Calendar:

Suggested Motion

Motion 1: "I move to adopt Draft Resolution No. 16-135 updating the business license registration fee schedule."

Background

The City of Des Moines requires a business license for local businesses and businesses from outside the City who are conducting business within the City. Business licenses provide critical information allowing the City to track business activity occurring in the City, to be able to identify the registered owners of a business, and to allow for tracking of B&O tax and sales tax attributable to businesses assuring the City receives appropriate revenue from business activity. Business licenses can also help

provide an understanding of the economic activity occurring in the City based on the number and types of businesses engaged in specific activities, for example the number of restaurants or construction companies, etc. The process of registering and tracking businesses through the license process requires administrative support and a contract with Microflex who are able to track and assure that appropriate B&O and sales tax is being paid by businesses active in the City. The current business license fee table is provided as Attachment 2.

Discussion

After careful consideration and discussion with Councilmembers, staff, and members of the public, Council adopted Resolution 1313 on November 5, 2015 which increased business license fees by 25% across the board for 2016. At that time, Council also asked staff to consider the possibility of a tiered rate system for 2017.

After comparing our business license fees with those from our neighboring cities in south King County (Attachment 3), and looking at the number of business licenses we issue by type, staff is not recommending a tiered rate system (FTE or total Sq. Ft. based) for commercial businesses due to the complexities of administering the information and the applications. While some cities that have a significant number of business with large numbers of employees use a tiered system, several cities in south King County use a flat rate system similar to Des Moines. A tiered rate system does not make sense for Des Moines given that the significant majority of our commercial business licenses are for businesses located outside the city.

The following table is a breakdown of the 2016 business licenses by type:

Licenses:

In-City Commercial – 345
 Out-of-City Commercial – 1,378
 Home Occupation – 196
 Family Day Care – 16
 Adult Family Home – 41
 Multi-Unit Rentals – 183
 Single Unit Rentals – 358
 Solicitor – 8
 Mobile Vendor – 0
 Stationary Vendor – 2

Special Licenses:

Cabaret – 2
 Adult Entertainment – 2
 Amusement Devices – 2
 Secondhand Dealer - 1

Draft Resolution 16-135 proposes a modest increase in commercial licenses fees from \$95.00 to \$100.00. The most significant change proposed is to increase Home Occupation license fees from \$35.00 to \$75.00, which includes family daycares and adult family home occupations. The fees for Rental of Real property is also proposed to be increased from \$180.00 to \$200.00 for multi-unit, and from \$35.00 to \$75.00 for a single-unit.

Staff is also proposing that the Council consider offering a discount rate for 1st time licenses, similar to what is offered at the City of Burien. This helps to promote new business start-ups. Staff is recommending \$75.00 for a first time commercial license, and \$50.00 for a first time home occupation licenses.

Alternatives

The City Council may:

1. Adopt the proposed Draft Resolution.
2. Adopt the proposed Draft Resolution with amendments.
3. Decline to adopt the Draft Resolution and leave Business License Fee's the same.

Financial Impact

The proposed revisions to the business License fee schedule is anticipated to generate an additional \$35,000 of revenue in 2017.

Recommendation or Conclusion

Administration recommends the proposed motion.

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DRAFT RESOLUTION NO. 16-135

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, updating business license registration fees under Title 5 DMMC, and superseding Resolution No. 1313.

WHEREAS, the City Council finds that the essential purposes of establishing business licenses are to regulate businesses in the City of Des Moines, monitor the number and kind of businesses in the City of Des Moines, provide business license enforcement, and provide funds for appropriate municipal expenditures to improve the business climate in the City of Des Moines, and

WHEREAS, the Des Moines City Council establishes fees for business licenses by resolution pursuant to DMMC 5.04.030(1), and

WHEREAS, the City Council finds that based on general inflationary considerations, including the costs of administering the business license ordinance, business license fees need to be increased, and

WHEREAS, business license fees shall be assessed on a license year basis and it is the intent of this resolution to increase business license fees beginning with the license year 2017; now therefore,

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

Sec. 1. The findings expressed in the recitals to this Resolution are hereby affirmed by the City Council, supporting the acts taken herein.

Sec. 2. Effective with the license year 2017, the commercial business license registration fees under chapter 5.04 DMMC for businesses whose place of business is inside the City of Des Moines shall be ~~\$95~~100.00 per year.

Sec. 3. Effective with the license year 2017, business license registration fees under chapter 5.04 DMMC for businesses whose principal place of business is outside the City of Des Moines shall be ~~\$95~~100.00 per year.

Sec. 4. Effective with the license year 2017, business license registration fees under chapter 5.04 DMMC for home occupation businesses, including Family Daycare and Adult Family Home Occupation, shall be ~~\$35~~75.00 per year.

Draft Resolution No. 16-135
Page 2 of 2

Sec. 5. Effective with the license year 2017, business license registration fees under chapters 5.04 and 5.57 DMMC for mobile itinerant vendors and stationary itinerant vendors shall be ~~\$95~~100.00 per year and will be valid for the calendar year in which they are purchased. A separate license shall be required for each location of a stationary vendor and for each vehicle or other conveyance engaged by a mobile vendor.

Sec. 6 Effective with the license year 2017, the business license fee for owners of single-family residential rental properties in the City of Des Moines shall be ~~\$35~~75.00 per year per property.

Sec. 7. Effective with the license year 2017, the business license fee for owners of multi-family residential rental properties in the City of Des Moines shall be ~~\$180~~200.00 per year per property.

Sec. 8. Effective with the license year 2017, partially due to the cost of background checks required for each solicitor, the business license fee under chapter 5.08 DMMC for solicitors shall be ~~\$95~~100.00 for one to five individuals and an additional \$20.00 for each individual beyond five, per year.

Sec. 9. Effective with the license year 2017, the City Council is offering a discount for first time business licenses located within the City of Des Moines. The first time rate for commercial business license registration fees under chapter 5.04 DMMC for businesses whose place of business is inside the City of Des Moines shall be \$75.00 for the first year, and the first time rate for business license registration fees under chapter 5.04 DMMC for home occupation businesses, including Family Daycare and Adult Family Home Occupation, shall be \$50.00 for the first year.

Sec. 10. Any portions of Resolution No. 1313 that are inconsistent with the terms and intent of this Resolution are hereby superseded.

ADOPTED BY the City Council of the City of Des Moines, Washington this ____ day of September, 2016 and signed in authentication thereof this ____ day of September, 2016.

Draft Resolution No. 16-135
Page 3 of 3

M A Y O R

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

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*City of Des Moines***Business License Fees**

Type	Fees	Expiration Date
Commercial License	\$95.00	12/31
Home Occupation	\$35	12/31
Family Daycare	\$35	12/31
Adult Family Home Occupation	\$35	12/31
Rental of Real Property	\$180 multi-unit \$35.00 single-unit	12/31
Mobile Vendor	\$95.00 Business License Fee	12/31
Stationary Vendor	\$95.00 Business License Fee	12/31
Special Occasion Cabaret (Operation less than 30 days in any 12 month period)	\$5/day	Only valid for specific days listed on application.
Adult Entertainment	\$750 – Application Fee \$200 per Manager &/or Entertainer License Application Fee	12/31
Panoram Premises Panoram Devices Panoram Operator's License	\$100 – Application \$50 per device \$725	12/31
Cabaret - Requires an Unclassified Use Permit in all zones except Pacific Ridge - Requires Commercial B/L also.	\$150 – One Entertainer \$325 – More than one entertainer \$40 – One Qtr for one entertainer \$85 – One Qtr for more than one entertainer.	12/31
Cabaret Admission Charge Tax	\$0.25 per ticket	
Secondhand Dealer - Requires Commercial B/L also.	\$100	12/31
Pawn Broker/Pawn Shop - Requires Commercial B/L also. - Requires Secondhand Dealer License also.	\$300	12/31
Cardroom - Requires Commercial B/L also.	\$250 per table	12/31
Massage Parlor	\$500 \$85 – Masseur License	12/31

Notes

- All annual licenses that expire 12/31 are half price during the months of October through December.
- Massage businesses that gain customers through medical practitioner's referrals apply for a regular commercial business license or home occupation.

Amusement License Fees

No. of Devices on Premises	Fee
First Four	\$30 each
Each Additional	\$50 each

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Business License Fee Comparison

Type	Fees	Des Moines (Current)		Federal Way		Rentan	Kent	SeaTac	Burien		Des Moines (Proposed)		
		#	Fee	Total	Federal Way				Rentan	Kent	SeaTac	1st Time	Renewals
Commercial	Outside City (Flat Rate)	1,378	\$95	\$130,910	\$75	\$110	\$100	\$75			1,378	\$100	\$137,800
	In-City (Flat Rate)	345	\$95	\$32,775	\$75	\$110	\$100	\$75			345	\$100	\$34,500
	In-City (FTE Based)												
	6-24 FTE						\$100	\$200	\$200				
Commercial	25-49 FTE						\$400	\$400					
	50-99 FTE						\$600	\$600					
	100 or more												
	6-50 Employees						\$200	\$200					
Commercial	\$1-100 Employees						\$1,500	\$1,500					
	101-500 FTE						\$4,750	\$4,750					
	501-1,000+ FTE						\$9,500	\$9,500					
	65-94 FTE No license									1st Time Renewals			
Home Occupations	Flat Rate	196	\$35	\$6,860	\$75	\$110	\$50	\$50			196	\$75	\$14,700
	Outside City (Flat Rate) (In Case of No Rates)									1st Time Renewals			
										\$75 \$90			
										\$30 \$35			
Family Devices	Adult Family Home Occupation	16	\$35	\$560	\$75						16	\$75	\$1,200
	Multi Unit	41	\$35	\$1,435	\$75						41	\$75	\$3,075
	Rental of Real Property	183	\$180	\$32,940							183	\$200	\$36,600
	Single Unit	338	\$35	\$11,830							338	\$75	\$25,650
Stationary Vendor	Mobile Vendor	0	\$95								0	\$100	
	Special Occasion Cabinet (per day)	2	\$95								2	\$100	
	Operation less than 30 days in any 12 month period	0	\$5								0	\$5	
	Adult Entertainment	2	\$750-Application Fee \$200 per Manager &/or Entertainer License Application Fee								2	\$750-Application Fee \$200 per Manager &/or Entertainer License Application Fee	
Paratransit Operator's License	Paratransit Operator's License												
	Application Fee		\$100-Application \$50 per device									\$100-Application \$50 per device	
			\$725									\$725	
			\$150- One Entertainer \$325 -More than one entertainer									\$150- One Entertainer \$325 -More than one entertainer	
Cabinet	Requires an Unclassified Use Permit in all zones except Pacific Ridge		\$40 - One Qtr for one entertainer									\$40 - One Qtr for one entertainer	
	Requires Commercial B/L also		\$85 - One Qtr for more than one entertainer									\$85 - One Qtr for more than one entertainer	
			\$0.25 per ticket									\$0.25 per ticket	
			\$100									\$100	
Snoothouse Dealer	Requires Commercial B/L also	1	\$100	\$100				\$75			1	\$100	\$100
	Requires Commercial B/L also		\$300					\$500				\$300	
	Requires Commercial B/L also		\$250 per table									\$250 per table	
	Requires Snoothouse Dealer License also		\$500									\$500	
Credentialed	Requires Commercial B/L also		\$85-Message License									\$85-Message License	
Message Parole													
Total:				\$218,110									\$254,825
Additional Revenue:													\$36,715

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AGENDA ITEM

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Draft Ordinance 16-124 related to the Blueberry Lane zoning reclassification.

FOR AGENDA OF: September 8, 2016

ATTACHMENTS:

- 1. Draft Ordinance No. 16-124
- 2. Current Zoning Map
- 3. Property Owner Rezone Request

DEPT. OF ORIGIN: Planning, Building and Public Works

DATE SUBMITTED: August 22, 2016

CLEARANCES:

- Legal YB
- Finance N/A
- Marina N/A
- Parks, Recreation & Senior Services N/A
- Planning, Building & Public Works DJB
- Police N/A
- Courts N/A
- Economic Development _____

APPROVED BY CITY MANAGER
FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this Agenda Item is for the City Council to hold a public hearing for the consideration of Draft Ordinance No. 16-124 (Attachment 1) amending Des Moines Municipal Code (DMMC) 18.10.050 Adoption of official zoning map, to reclassify tax parcels 0522049005, 0522049006, 0522049022, 0522049026, 0522049071, 0522049156 and 0246000127 from BP-Business Park Zone (B-P) to Residential Single Family 7,200 Zone (RS-7,200) for the Blueberry Lane Planned Unit Development (PUD). In addition, a number of other parcels have also requested to be rezoned from BP to RS-7,200 that are adjacent to the Blueberry Lane PUD. Those properties include tax parcels 0246000115 and 0246000116.

Suggested Motion

Motion 1: "I move to suspend Rule 26(a) in order to enact Draft Ordinance No 16-124 on first reading."

Motion 2: “I move to enact Draft Ordinance No. 16-124 amending DMMC 18.10.050 Adoption of official zoning map, to reclassify tax parcels 0522049005, 0522049006, 0522049022, 0522049026, 0522049071, 0522049156, 0246000127, 0246000115 and 0246000116 from B-P Business Park Zone to RS-7,200 Residential Single Family 7,200 Zone.”

Background

Blueberry Lane Planned Unit Development (PUD) received preliminary plat approval on December 14, 2006 allowing for allowing for the subdivision of 67 single residential lots. In 2012, at the request of the then property owners Richard J. and Charlotte F. Williams, the subject property along with four adjacent parcels were rezoned from RS-7,200 to B-P with the intent to develop the property with business park uses (Attachment 2). The rezone was approved under Ordinance No. 1546.

On March 17, 2014, Richmond American Homes of Washington, Inc. purchased the five parcels. As the previous owner had not officially withdrawn the Blueberry Lane PUD subdivision application, it was still considered vested in accordance with RCW 58.17.140. Minor deviations to the preliminary plat, including the reduction of the overall number of lots from 67 to 62, were approved on December 19, 2013 under Resolution No. 1246. The project received civil plan approval on August 13, 2014 and construction of the civil improvements have been substantially completed. The applicant applied for final plat on September 28, 2015 and waived their right for Council action within the 30-day timeframe in order to address outstanding items. The Final Plat was approved on August 11, 2016 and recorded with King County on August 18, 2016.

Discussion

On June 9, 2016, the City of Des Moines received an application for a comprehensive plan amendment to change the preferred land use for the subject property from BP-Business Park to SF-Single Family, and a zoning reclassification from B-P to RS-7,200 for the Blueberry Lane PUD. On August 10, 2016 the applicant requested that parcels 0522049006 and 0522049026 that were purchased by Richmond American Homes be added to the comprehensive plan amendment and rezone.

On August 23, 2016, Staff sent letters to the owners of the adjacent four parcels requesting that they be rezoned from B-P back to RS-7,200 in conjunction with the Blueberry Lane PUD rezone. To date, two property owners responded to the City indicating they would like to be included (Attachment 3). As such, the proposed zoning reclassification includes parcels 0246000115 and 0246000116.

Pursuant to DMMC 18.25.060(1), the amendment to the *Des Moines 2035 Comprehensive Plan Preferred Land Use* map has been docketed with the 2016 Comprehensive Plan amendments for the City.

On August 11, 2016 Blueberry Lane PUD received final plat approval and the plat was recorded with King County on August 18, 2016. Blueberry Lane PUD is entitled for the development of a 62-lot single family residential subdivision. Single family dwellings are not a permitted use within the B-P Zone. Reclassifying the subject property from the B-P to RS 7,200 will enable Richmond American Homes to apply for building permits to construct single family homes consistent with the single family development regulations codified in Chapter 18.55 DMMC and would avoid the creation of nonconforming uses.

Alternatives

The City Council may:

1. Enact the proposed Draft Ordinance.
2. Enact the proposed Draft Ordinance with amendments.
3. Decline to enact the proposed Draft Ordinance. This would make all residential structures that are built nonconforming uses in the B-P Zone.

Financial Impact

The zoning reclassification will allow for the redevelopment of property for residential uses. Future development of the property would provide economic benefits from increased property values and collection of traffic impact fees; however, these revenues are largely offset by mitigation of project impacts or expenditures for future City services related to residential use of the property. Construction of new homes would help the City meet a portion of its housing targets established in the Des Moines 2035 Comprehensive Plan.

Recommendation or Conclusion

Staff recommends that the City Council enact Draft Ordinance No. 16-124.

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CITY ATTORNEY'S FIRST DRAFT 08/10/2016

DRAFT ORDINANCE NO. 16-124

AN ORDINANCE OF THE CITY OF DES MOINES, WASHINGTON, amending the official zoning map of the City of Des Moines in order to effectuate a zoning reclassification for tax parcels 0522049005, 0522049022, 0522049071, 0522049156, 0246000127, 0522049006, 0522049026, 0246000115, and 024000116 from B-P Business Park to RS-7200 Residential Single Family 7,200 for the Blueberry Lane Planned Unit Development (PUD) and two associated parcels.

WHEREAS, the City has received an application for a comprehensive plan amendment and rezoning classification for tax parcels 0522049005, 0522049022, 0522049071, 0522049156, 0246000127, 0522049006 and 0522049026, and

WHEREAS, the application requests to change the *Des Moines 2035 Comprehensive Plan Preferred Land Use Designation* of the subject parcels from Business Park (BP) to Single Family (SF), and

WHEREAS, the application requests to reclassify the zoning for the subject parcels from B-P Business Park to Residential Single Family 7,200, and

WHEREAS, the City has received requests from the owners of Tax Parcels 0246000115 and 0246000116 to be included in the zoning reclassification, and

WHEREAS, the proposed amendments to the Preferred Land Use map have been docketed with the 2016 amendments to the *Des Moines 2035 Comprehensive Plan*, and

WHEREAS, on December 14, 2006, the City Council adopted Resolution No. 1023 at its regular meeting approving the preliminary plat entitled "Blueberry Lane", and

WHEREAS, on August 11, 2016, the City Council adopted Resolution No. 1338 approving the final plat entitled "Blueberry Lane", and

WHEREAS, the property's current zoning classification is inconsistent with the Blueberry Lane Planned Unit Development Subdivision that was vested to the RS-7,200 Zone in accordance with RCW 58.17.140, and

Ordinance No. _____
 Page 2 of 9

WHEREAS, the zoning map amendment proposed by this Ordinance has been processed in accordance with the SEPA requirements established by chapter 197-11 WAC, and

WHEREAS, the zoning map amendment proposed in this Ordinance was provided to the Department of Commerce as required by RCW 36.70A.106, and

WHEREAS, pursuant to DMMC 18.20.080A amendment of the Zoning Code (Title 18 DMMC) is a legislative (Type VI) land use decision and amendments are made pursuant to chapter 18.30 DMMC, and

WHEREAS, pursuant to DMMC 18.20.210 amendments to the Zoning Code (Title 18 DMMC) require the City Council to conduct a public hearing to receive public comment regarding this proposal, and

WHEREAS, DMMC 18.30.100(3) requires that the date of the public hearing to consider amendments to Title 18 DMMC be set by motion of the City Council, and

WHEREAS, the City Council set the date for the public hearing by Resolution No. 1339, fixing the public hearing for September 8, 2016, and

WHEREAS, notice of the public hearing was issued on August 24, 2015 in accordance with the DMMC, and

WHEREAS, a public hearing was held on _____ and all persons wishing to be heard were heard, and

WHEREAS, the City Council finds that the amendment contained in this Ordinance is appropriate and necessary for the preservation of the public health and welfare; now therefore,

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

Sec. 1. Area of Zone Reclassification. The zoning classification of the following legally described property is

Ordinance No. _____
Page 3 of 9

amended from B-P Business Park to RS-7200 Residential Single
Family 7,200:

Ordinance No. _____
 Page 4 of 9

PARCEL "I"

LOTS 1 AND 2, OF KING COUNTY SHORT PLAT NO. 779007
 RECORDED JANUARY 30, 1980 UNDER RECORDING NUMBER
 8001300558, RECORDS OF KING COUNTY, WASHINGTON
 THE LEGAL DESCRIPTIONS, RESTRICTIONS, EASEMENTS, AND
 ENCUMBRANCES SHOWN ON THIS SURVEY ARE BASED ON FIRST
 AMERICAN TITLE INSURANCE COMPANY GUARANTEE NO. 5003353-
 2511232.

PARCEL "A"

LOT 3, KING COUNTY SHORT PLAT NUMBER 779007, RECORDED
 UNDER RECORDING NUMBER 8001300558, IN KING COUNTY,
 WASHINGTON.

EXCEPT THAT PORTION CONVEYED TO CITY OF SEATAC, A
 MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON FOR RIGHT
 OF WAY PURPOSES AS RECORDED IN DEED UNDER RECORDING NO.
 20141027000010 AND 20160113000189.

PARCEL "B"

THAT PORTION OF THE EAST 345 FEET OF THE SOUTH HALF OF THE
 NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE
 NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4
 EAST, W.M., IN KING COUNTY, WASHINGTON, MORE PARTICULARLY
 DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SUBDIVISION;
 THENCE FROM SAID TRUE POINT OF BEGINNING NORTH 87°19'51"
 WEST, 179.19 FEET ALONG THE NORTHERLY LINE OF SAID
 SUBDIVISION; THENCE SOUTH 03°06'02" WEST, 187.77 FEET;
 THENCE SOUTH 86°53'58" EAST, 150.00 FEET TO THE WEST
 MARGIN OF DES MOINES WAY (DES MOINES MEMORIAL DRIVE);
 THENCE NORTH 17°22'03" EAST, 137.45 FEET ALONG THE WEST
 MARGIN OF DES MOINES WAY (DES MOINES MEMORIAL DRIVE);
 THENCE NORTH 01°41'55" WEST, 56.10 FEET ALONG THE EAST
 LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING;
 (ALSO KNOWN AS PARCEL "B" OF CITY OF DES MOINES LOT LINE
 ADJUSTMENT NO. 99-058 RECORDED MARCH 9, 2000 UNDER
 RECORDING NO. 20000309900003).

EXCEPT THE PORTION CONVEYED TO CITY OF SEATAC, A MUNICIPAL
 CORPORATION OF THE STATE OF WASHINGTON FOR RIGHT OF WAY

Ordinance No. _____
Page 5 of 9

PURPOSES AS RECORDED IN DEED UNDER RECORDING NO. 20141027000010 AND 20160113000189.

PARCEL "C"

THAT PORTION OF THE EAST 345 FEET OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 87°19'51" WEST, 179.19 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 03°06'02" WEST, 187.77 FEET; THENCE SOUTH 86°53'58" EAST, 195.78 FEET TO THE EAST LINE OF SAID SUBDIVISION; THENCE SOUTH 02°00'17" EAST, 173.95 FEET ALONG THE EAST LINE OF SAID SUBDIVISION TO THE SOUTHEAST CORNER OF SAID SUBDIVISION; THENCE NORTH 87°21'26" WEST, 345.40 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION; THENCE NORTH 02°06'53" WEST, 364.05 FEET ALONG THE WEST LINE OF SAID SUBDIVISION; THENCE SOUTH 87°19'51" EAST, 167.45 FEET ALONG THE NORTH LINE OF SAID SUBDIVISION TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION LYING WITHIN DES MOINES WAY (DES MOINES MEMORIAL DRIVE);

ALSO EXCEPT ANY PORTION LYING EASTERLY OF DES MOINES WAY (DES MOINES MEMORIAL DRIVE);

(ALSO KNOWN AS PARCEL "A" OF CITY OF DES MOINES LOT LINE ADJUSTMENT NO. 99-058 RECORDED MARCH 9, 2000 UNDER RECORDING NO. 20000309900003).

EXCEPT THE PORTION CONVEYED TO CITY OF SEATAC, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON FOR RIGHT OF WAY PURPOSES AS RECORDED IN DEED UNDER RECORDING NO. 20141027000010 AND 20160113000189.

PARCEL "D"

THAT PORTION OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS;

Ordinance No. _____

Page 6 of 9

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION AND RUNNING THENCE EAST ALONG THE SOUTH LINE OF SAID SUBDIVISION 820.02 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED;

THENCE NORTH ALONG A LINE PARALLEL TO WEST LINE OF SAID SUBDIVISION 274.5 FEET; THENCE EASTERLY ALONG A LINE PARALLEL TO SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION TO THE WESTERLY LINE OF DES MOINES WAY; THENCE SOUTHERLY ALONG SAID WESTERLY LINE TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF CONDEMNED BY THE STATE OF WASHINGTON UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER 05-2-39263-IKNT.

EXCEPT THE PORTION CONVEYED TO CITY OF SEATAC, A MUNICIPAL CORPORATION OF THE STATE OF WASHINGTON FOR RIGHT OF WAY PURPOSES AS RECORDED IN DEED UNDER RECORDING NO. 20141027000010 AND 20160113000189.

PARCEL "E"

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 22 NORTH, RANGE 4 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON; THENCE NORTH ALONG THE WEST BOUNDARY OF SAID TRACT A DISTANCE OF 282.5 FEET; THENCE EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 1,108 FEET TO THE TRUE POINT OF BEGINNING OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING EAST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 78 FEET; THENCE NORTH PARALLEL WITH THE WEST BOUNDARY OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 260 FEET; THENCE WEST PARALLEL WITH THE SOUTH LINE A DISTANCE OF 78 FEET; THENCE SOUTH PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER A DISTANCE OF 260 FEET TO THE TRUE POINT OF BEGINNING. EXCEPT THAT PORTION THEREOF CONVEYED TO KING COUNTY FOR

Ordinance No. _____
Page 7 of 9

SOUTH 194TH STREET BY INSTRUMENT RECORDED UNDER AUDITOR'S
FILE NO. 5070288.

(BEING KNOWN AS A PORTION OF LOTS 11 AND 12, BLOCK 2, APEX
HOME TRACTS, ACCORDING TO THE UNRECORDED PLAT THEREOF);

EXCEPT ANY PORTION THEREOF CONDEMNED BY THE STATE OF
WASHINGTON UNDER KING COUNTY SUPERIOR COURT CAUSE NUMBER
05-2-39263-1KNT.

Parcel "0246000116"

APEX HOME TRS UNREC PP ACT 39912175 MOBILE HOME LOT 2 KCSP
1179052 R REC # 8008180708 SD PLAT DAF - BEG SW COR OF NW
1/4 OF NE 1/4 STR 5-22-4 TH N ALG WLY BDRY SD TR 274.5 FT
TH ELY PLW S LN SD NW 1/4 OF NE 1/4 820 FT TO TPOB TH CONT
E PLW S LN SD NW 1/4 OF NE 1/4 600 FT TH N PLW WLY BDRY SD
NW 1/4 OF NE 1/4 268 FT TH W PLW S LN SD NW 1/4 OF NE 1/4
600 FT TH S PLW W LN SD NW 1/4 OF NE 1/4 268 FT TO TPOB
LESS E 390 FT THOF LESS CO RD (AKA LOTS 9-10 TGW W 10 FT
LOT 11 BLK 2 APEX HOME TRS UNREC)

Parcel "0246000115"

APEX HOME TRS UNREC LOT 1 KCSP 1179052 R REC # 8008180708
SD PLAT DAF - BEG SW COR OF NW 1/4 OF NE 1/4 STR 5-22-4 TH
N ALG WLY BDRY SD TR 274.5 FT TH ELY PLW S LN SD NW 1/4 OF
NE 1/4 820 FT TO TPOB TH CONT E PLW S LN SD NW 1/4 OF NE
1/4 600 FT TH N PLW WLY BDRY SD NW 1/4 OF NE 1/4 268 FT TH
W PLW S LN SD NW 1/4 OF NE 1/4 600 FT TH S PLW W LN SD NW
1/4 OF NE 1/4 268 FT TO TPOB LESS E 390 FT THOF LESS CO RD
(AKA LOTS 9-10 TGW W 10 FT LOT 11 BLK 2 APEX HOME TRS
UNREC)

Sec. 2. DMMC 18.10.050, *Adoption of official zoning map*,
and section 1 of Ordinance No. 179 as amended by section 1 of
Ordinance No. 1235 as amended by section 8 of Ordinance No. 1237
as amended by section 1 of Ordinance No. 1261 as amended by
section 1 of Ordinance No. 1267 as amended by section 1 of
Ordinance No. 1289 as amended by section 1 of Ordinance No. 1372
as amended by section 5 of Ordinance No. 1397 as amended by
section 1 of Ordinance No. 1420 as amended by section 2 of
Ordinance No. 1431 as amended by section 2 of Ordinance No. 1520
as amended by section 3 of Ordinance No. 1546 as amended by
section 13 of Ordinance No. 1576 as amended by section 35 of

Ordinance No. _____
Page 8 of 9

Ordinance No. 1591 as amended by section 13 of Ordinance No. 1601 as amended by section 9 of Ordinance No. 1618-A as amended by section 2 of Ordinance No. 1655 are each amended to read as follows:

18.10.050 Adoption of official zoning map. The map filed in the City Clerk's office and marked Exhibit "A" to Draft Ordinance 16-124 and adopted _____, 2016, constitutes the zoning map for the City. The map referenced herein supersedes all previously adopted maps. If the designations of the map are found to be in conflict with other land use designations, the map is deemed to control.

Sec. 3. Severability - Construction.

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

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

Sec. 4. Effective date. This Ordinance shall take effect and be in full force five (5) days after its final approval by the Des Moines City Council in accordance with law.

PASSED BY the City Council of the City of Des Moines this _____ day of _____ and signed in authentication thereof this _____ day of _____, 2016.

M A Y O R

APPROVED AS TO FORM:

Ordinance No. _____
Page 9 of 9

Interim City Attorney

ATTEST:

City Clerk

Published: _____



City of Des Moines Zoning

RESIDENTIAL ZONING

- R-SE Residential: Suburban Estates
- R-SR Residential: Suburban Residential
- RS-15,000 Residential: Single Family 15,000
- RS-8,600 Residential: Single Family 8,600
- RS-8,400 Residential: Single Family 8,400
- RS-7,200 Residential: Single Family 7,200
- RS-4,900 Residential: Single Family 4,900
- RA-3,600 Residential: Attached Townhouse & Duplex
- RM-2,400 Residential: Multifamily 2,400
- RM-1,800 Residential: Multifamily 1,800
- RM-900 Residential: Multifamily 900
- RM-900A Residential: Multifamily 900A
- RM-900B Restricted Service Zone
- PR-R Pacific Ridge Residential

COMMERCIAL ZONING

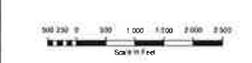
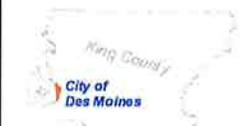
- N-C Neighborhood Commercial
- B-C Business Commercial
- C-C Community Commercial
- D-C Downtown Commercial
- C-G General Commercial
- B-P Business Park
- I-C Institutional Campus
- H-C Highway Commercial
- PR-C Pacific Ridge Commercial
- T-C Transit Community
- WC Woodmont Commercial

- See Comprehensive Plan for Development Potential
- Planned Unit Development
- Des Moines City Limits
- Tax Parcels
- Tidelands

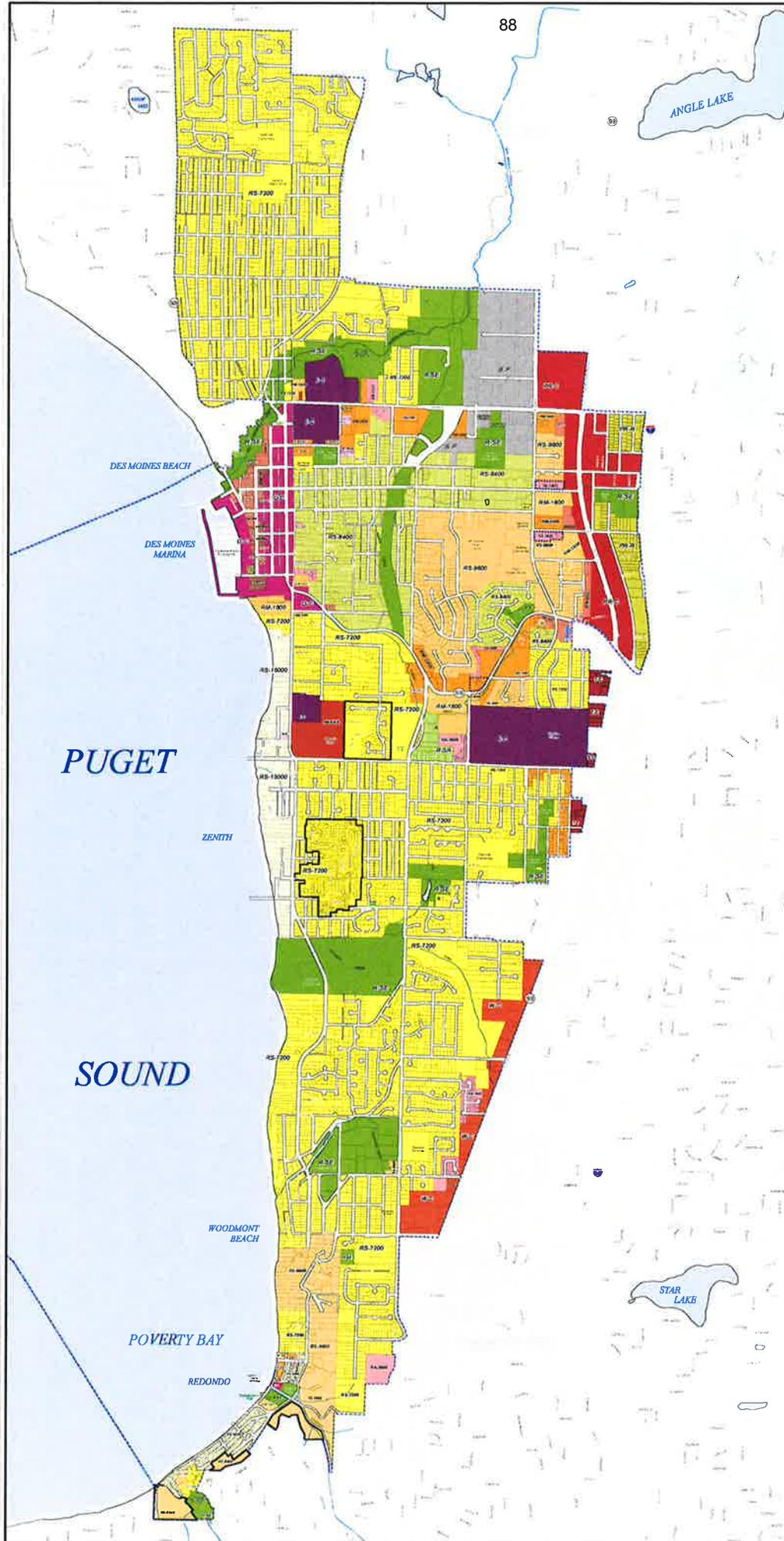
Enacting Ordinances

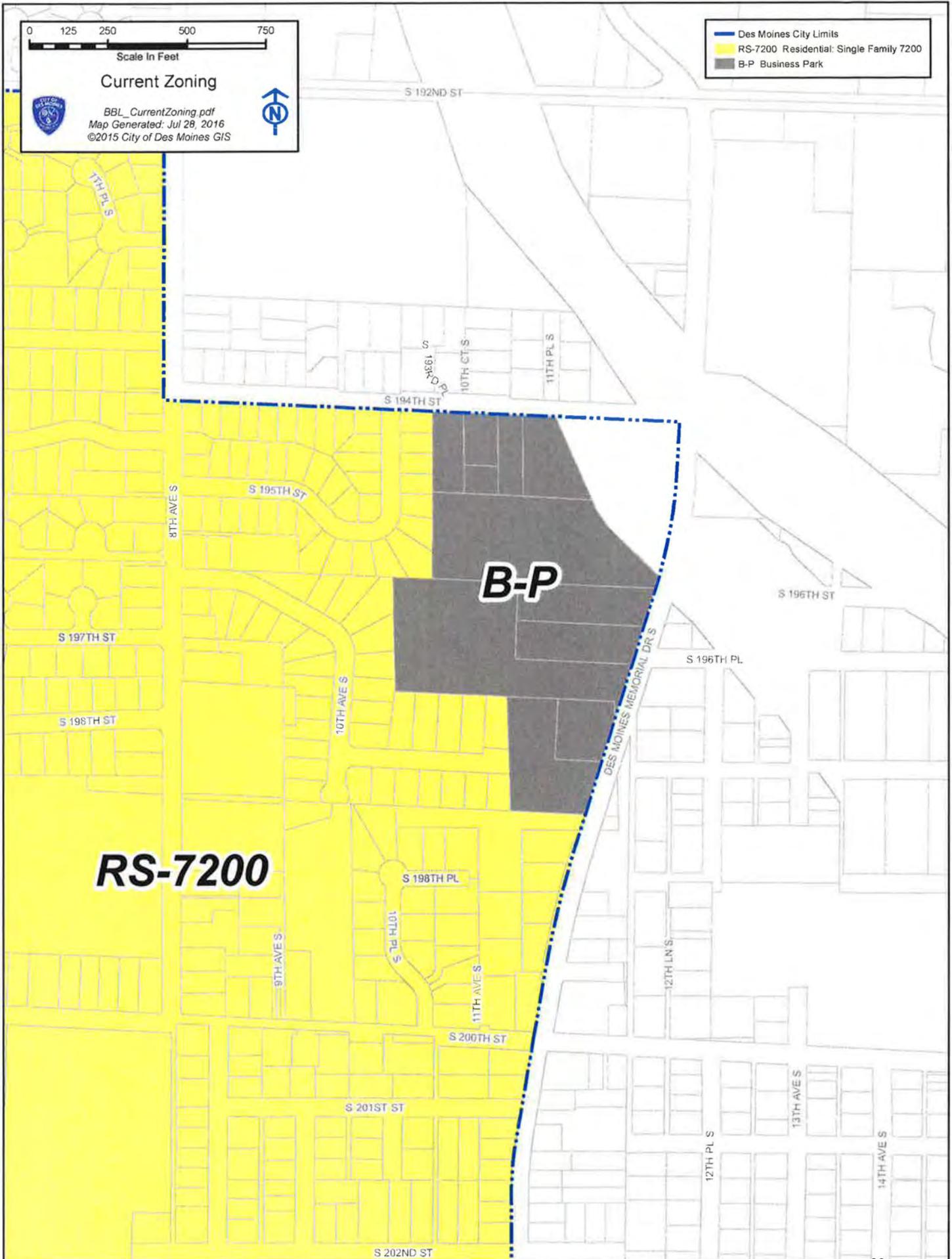
Description	Ordinance	Effective Date
Adoption of legal zoning map	125	May 1, 1939
Repealing of zones	137	May 17, 1939
Business Park (B-P) rezone	1261	June 21, 2000
Pacific Ridge rezone	1267	July 23, 2000
Redondo future annexation	1270	September 1, 2000
Adoption of GIS maps	1269	October 1, 2001
Michael/Charmen rezone	1372	January 11, 2006
Redondo rezone	1397	March 7, 2007
Crestwood Park	1420	December 9, 2007
Orionville rezone	1431	June 25, 2008
Sea View rezone	1520	October 13, 2011
Berlin rezone	1548	July 26, 2012
Addition of I-C Zone	1583	March 28, 2013
Pacific Ridge rezone	1676	September 12, 2013
Addition of T-C Zone	1691	June 29, 2014
Addition of WC Zone	1616.A	March 17, 2015

THIS PROPOSED ZONING MAP, THE CITY LIMITS AND ANNEXATION OR CITY LIMITS MAPS, OR ANY PART THEREOF, IS FOR INFORMATION ONLY. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN AS A GUIDE TO THE CITY'S ZONING REGULATIONS. THE CITY DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, AND THE CITY DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE PUBLICATION OR USE OF THIS MAP, INCLUDING ANY AND ALL DAMAGES FOR DAMAGES CAUSED BY OR ARISING FROM ANY INFORMATION OR DATA CONTAINED IN THIS DOCUMENT. THE USER SHALL BE RESPONSIBLE FOR VERIFYING THE ACCURACY OF ANY INFORMATION OR DATA CONTAINED IN THIS DOCUMENT. THE CITY DOES NOT ACCEPT ANY LIABILITY FOR ANY DAMAGE, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE PUBLICATION OR USE OF THIS MAP, INCLUDING ANY AND ALL DAMAGES FOR DAMAGES CAUSED BY OR ARISING FROM ANY INFORMATION OR DATA CONTAINED IN THIS DOCUMENT.



Planning, Building & Public Works
 21630 11th Ave S, Suite D
 Des Moines, WA 98198-6398
 PHONE: (206) 870-7576 * FAX: (206) 870-6544
 WEB: <http://www.desmoineswa.gov>
 Map Name: BBL_E_11th88
 Map Generated: Aug 21, 2016
 ©2016 City of Des Moines GIS





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Denise Lathrop

From: schwandataylor@comcast.net
Sent: Friday, August 26, 2016 5:01 PM
To: Denise Lathrop
Subject: Re: LUA2016-0028 Blueberry Lane PUD Zoning Reclassification

Ms. Lathrop, I am in full support of the rezoning in conjunction with the blueberry Lane PUD Rezone, if there is anything further I can do please feel free to contact me at any time.

Thank you,

Schwanda Taylor
 206.226.5994

From: "Denise Lathrop" <DLathrop@desmoineswa.gov>
To: "schwandataylor@comcast.net" <schwandataylor@comcast.net>
Sent: Thursday, August 25, 2016 3:57:06 PM
Subject: LUA2016-0028 Blueberry Lane PUD Zoning Reclassification

Ms. Taylor:

Thank you for contacting me regarding the Blueberry Lane PUD Zoning Reclassification.

Attached is the letter that was sent to you yesterday via certified mail asking whether you are interested in having your property rezoned from the Business Park Zone to the Residential Single Family 7,200 Zone.

Please confirm in writing either via a letter or e-mail your interest in having your property included with the zoning reclassification that the City Council will consider in a public hearing on September 8, 2016.

Feel free to contact me if you have any additional questions. Thank you.

Regards,

Denise E. Lathrop, AICP
Community Development Manager
City of Des Moines Planning, Building and Public Works Department
 21630 11th Avenue S, Suite D
 Des Moines, WA 98198-6398
 Phone: 206-870-6563
 Fax: 206-870-6544

IT TAKES A PLACE TO CREATE A COMMUNITY, AND A COMMUNITY TO CREATE A PLACE

PHONE CALL

FOR	Denise Lathrop	DATE	8/27/16	TIME	5:00	A.M. P.M.
M	Timothy Lorenz					
OF						<input checked="" type="checkbox"/> (PHONE)
PHONE	206	878-0758				RETURNED YOUR CALL
	AREA CODE	NUMBER	EXTENSION			PLEASE CALL
MESSAGE	Requested his property be removed from B-P back to RS-7,200					WILL CALL AGAIN
	Denise Lathrop					CAME TO SEE YOU
SIGNED						WANTS TO SEE YOU

UNIVERSAL 48003

A G E N D A I T E M

BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Community Development Fees

FOR AGENDA OF: September 8, 2016

ATTACHMENTS:

1. Development and Engineering Services Fee Schedule
2. Building Division Fee Schedule
3. Automation Fee Schedule
4. Permit Fee Comparison (color)

DEPT. OF ORIGIN: Planning, Building, & Public Works

DATE SUBMITTED: August 31, 2016

CLEARANCES:

[N/A] Legal _____

[N/A] Finance _____

[N/A] Marina _____

[N/A] Parks, Recreation & Senior Services _____

[X] Planning, Building & Public Works DJB

[N/A] Police _____

[N/A] Courts _____

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

Purpose and Recommendation

The purpose of this agenda item is to brief the City Council on the Community Development Fee structure and to discuss the relationship to Community Development revenues and cost recovery for work being completed by City staff.

This item is informational only, and no motion is suggested.

Background

The Community Development Division collects fees for a range of services, reviews, licenses and permits. Fee schedules have been established for Development and Engineering Services and Building Services. Community Development Fees are set by the City Manager, in accordance with DMMC 14.01.090, 16.05.360, 16.25.120, 18.20.300, 20.09.090 etc.

Development and Engineering Services fees (refer to Attachment 1) are grouped in to several broad categories that cover services ranging from legal lot of record research and code interpretations at one end of the spectrum to SEPA review, zone reclassifications, shoreline permits, design review, and engineering plan review on the other:

- Miscellaneous Fees and Services
- Planning and Land Use Services
- Subdivision and Land Alteration
- Environmental Services
- Zoning Compliance and Plan Review Services
- Engineering Services
- Surface Water Management

Some of fees such as conditional use permits are a fixed fee while others vary depending on the size of a project (e.g., design review and SEPA review) or area of disturbance (e.g., land clearing, grading and filling permits).

Building permit fees are computed on the basis of project valuation in accordance with the International Code Council (ICC) Building Valuation Data plus Plan Review Fees (refer to Attachment 2). Building fees are dedicated for the review of building plans, as well as required inspections (i.e., building, plumbing, mechanical and electrical inspections) during building construction which can span over several years, and to cover the City's associated indirect and administrative costs.

On January 8, 2016, the City established an automation fee that is a tiered fixed fee based on the value of the permit or project valuation depending upon the type of permit (refer to Attachment 3). This fee gets added onto each project review/permit fee that is paid. The automation fee is intended to cover the costs of the Department's permitting and computer systems.

Many of the City's permit fees cover the cost for services while others may not. Over the years, the permit fees have been adjusted to address cost recovery at one extreme, to aligning with our neighboring jurisdictions on the other. The challenge is to balance the need for cost recovery to that of remaining competitive in attracting new development to the City yet reasonably affordable for smaller developers. The key is to find the sweet spot that is reflective of our City's situation, meaning we do not have a robust tax base to subsidize costs as many of our neighboring jurisdictions do.

Both of the fee schedules were updated in 2015. For the Development and Engineering Services, we changed how our design review fee and land clearing, grading and filling permit fees were calculated – from that which used a square foot/cubic yard multiplier to a tiered fee based on the size of a project or area of disturbance. While this change brought us more in line with what our neighboring jurisdictions charge; it has not fully addressed cost recovery. For example, a design review fee of \$12,000 covers the cost for Planning, Building and Engineering staff to review a project, which includes time allocated for review of an initial submittal, preparing review comments, reviewing plan revisions and issuing a decision. Depending on the client, some projects go very smoothly and permit fees fully cover staff costs while other projects (i.e., typically the smaller developers/businesses) require much more oversight by staff and permit fees do not fully cover staff time. In addition, given the staffing levels and the sheer volume of work, it can be difficult to track time on each permit review without setting aside specific blocks of time where staff only does project reviews versus responding to phone calls, front counter questions, and other demands of City services.

As part of our research for updating the Building Division fees, we utilized a fee comparison that the City of Kent had shared (refer to Attachment 4). What we found is that our permit fees were on the low side for single family residential, and on the high end for commercial projects. This led to a disproportionate share of the cost recovery being placed on commercial projects, which was counter to

the City's economic development objectives. Subsequent updates resulted in changes to these permit fees, which modified fees for residential and commercial building permits, bringing us more in line with what our neighboring cities charge while still maintaining, if not increasing, revenues to the city.

Discussion

As a general rule, Administration intends to adjust Community Development Fees annually, based on the Consumer Price Index (CPI), or other appropriate index models used to account for the cost of inflation. At a minimum, the annual cost adjustment would need to match the City's adjustment to the employee cost of living adjustments (COLA's).

Beyond the annual adjustments, every four to five years Administration will also conduct a detailed fee comparison with neighboring jurisdictions (like the city of Kent prepared in 2015 – Attachment 4) to determine if our fees are competitive, or if other adjustments are necessary.

Financial Impact

For 2017, based on the CPI for the Seattle area, Administration intends to increase community development fees by approximately 2%, effective January 1, 2017.

Alternatives

N/A.

Recommendation or Conclusion

N/A.

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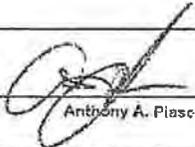
CITY OF DES MOINES
DEVELOPMENT and ENGINEERING SERVICES FEE SCHEDULE
Effective January 8, 2015

MISCELLANEOUS FEES AND SERVICES	
G.I.S. SERVICES Hourly Labor Rate \$85.00* *Materials and Copy Medium (disks, etc.) are at cost	PHOTOCOPIES - Per the Public Records Fee Schedule SMALL AND LARGE DOMESTIC ANIMAL REVIEW \$250.00
APPEALS Administrative Decisions \$800.00 Hearing Examiner Decisions \$1,050.00* Court Filing Fee \$ 500.00* *plus labor cost for transcript preparation at \$70.00/hour.	LEGAL LOT OF RECORD RESEARCH AND CODE INTERPRETATIONS \$250.00* *plus \$55.00/hour for research in excess of 3 hours. APPLICATION CHANGES, REVISIONS, OR RE-SUBMITTALS \$150.00* *Plus 10% of the original base application fee for each resubmittal, change, or revision filed. Also, extra fees only apply to applicant initiated changes or revisions or when more than 1 resubmittal is filed in response to staff comments.
AUTOMATION FEES See Automation Fee Schedule Single Family Residential Commercial	ZONING CODE DEVIATION REQUEST* Administrative \$1,500.00 Hearing Examiner \$6,000.00 *For Modifications or Waivers specifically established by the Zoning Code Title 18 DMMC and does not include Variances and PUDs
PRE-APPLICATION MEETINGS First or Second Meeting No Fee Each Meeting after Second Meeting \$360.00	PLANNING AND LAND USE SERVICES
CONDITIONAL USE PERMITS \$6,000.00	UNCLASSIFIED USE PERMITS \$7,500.00
COMPREHENSIVE PLAN AMENDMENTS \$2,500.00	ZONE RECLASSIFICATIONS* \$8,500.00 *Reclassifications which Achieve Consistency with the Comprehensive Plan \$1,200.00
SUBDIVISION AND LAND ALTERATION SERVICES	
LOT LINE ADJUSTMENTS Lot Consolidations \$1,300.00 Encroachment Resolution/Minor \$2,200.00 Reorientations/Other \$3,450.00	PLANNED UNIT DEVELOPMENTS (PUD'S) Preliminary \$8,500.00* Final \$4,000.00 *+ \$.10/ sq.ft. of total lot area up to a maximum of 15 acres
SUBDIVISIONS Preliminary Plats \$8,500.00 Final Plats \$4,000.00	MODIFIED SUBDIVISIONS Preliminary \$8,500.00* Final \$4,000.00 *+ \$.10/ sq ft. of total lot area up to a maximum of 15 acres
SHORT SUBDIVISIONS Preliminary Short Plats \$5,850.00 Final Short Plats \$1,750.00	BINDING SITE PLANS Preliminary \$8,500.00* Final \$4,000.00 *+ \$.10/ sq. ft. of total lot area up to a maximum of 15 acres
MODIFIED SHORT SUBDIVISIONS Preliminary \$8,500.00* Final \$4000.00 *+ \$.10/ sq. ft. of total lot area up to a maximum of 15 acres	MASTER PLAN REVIEW For projects less than 5 acres \$4,500.00 For projects greater than 5 acres \$7,500.00

ENVIRONMENTAL SERVICES	
SEPA ENVIRONMENTAL REVIEWS Minor Activities \$300.00 S. F. Residential (per lot) \$660.00 All Other Uses \$4500.00* * - \$75/hr for time over 60 hours (excludes costs for consultants, if needed)	CRITICAL AREAS REVIEWS Tree and Vegetation Removal/Pruning \$225.00 Minor Activities \$1,050.00 Single Family Residential Development \$3,500.00 Other \$4,500.00* * - \$75/hr for time over 60 hours (excludes costs for consultants, if needed)
SHORELINE PERMITS Shoreline Exemption \$175.00 Conditional Shoreline Permit or Variance \$6,500.00 Substantial Development Permit \$3,500.00 Tree Permit* \$150.00 (applies to permitted activities outside of critical areas)	LAND CLEARING, GRADING, OR FILLING PERMITS Land Clearing Fee: For Projects 2,000 - 6,999 sq. ft. \$300.00 For Projects 7,000 sq. ft. - 43,550 sq. ft. \$1,500.00 For Projects 1 acre and greater: + \$114/acre (1-5 acres) and + \$83/acre (over 5 acres) Land Grading and Filling Fee: For Projects Less Than 500 cu. yds. \$1,500.00 For Projects Greater than 500 cu. yds. \$1,500.00* * + \$.15/ cu. yd. for volumes of 500-250,000 cu. yds. and + \$.05/ cu. yd. for volumes over 250,000 cu. yds.
ZONING COMPLIANCE AND PLAN REVIEW SERVICES	
DESIGN REVIEWS-- Signs Non Electrical Wall Signs \$150.00 Electrical Wall and Freestanding Signs \$400.00 Temporary Banner Installation Over Street \$350.00 Temporary Banner Installation Massey Creek Park \$125.00 VARIANCES Single Family Residential \$3,500.00 Other \$5,500.00 Telecommunication Co-Location \$2,000.00	DESIGN REVIEWS - New Construction/Use Single Family Residential \$750.00 Accessory Living Quarters \$950.00 All Other Uses For Projects Less than 5,000 sq. ft. \$1,200.00 For Projects 5,000-9,999 sq. ft. \$3,000.00 For Projects 10,000-19,999 sq. ft. \$6,000.00 For Projects 20,000-49,999 sq. ft. \$12,000.00 For Projects 50,000 sq. ft. and greater \$12,000.00* [* - \$75/hr for time over 160 hours] [all sq. ft. is based on occupiable gross floor area of building]
ENGINEERING SERVICES	
ENGINEERING PLAN REVIEW Preliminary Plan Review * * Fees for review of preliminary plans (~30%) are included in the Land Use and/or Design Review Fees, and the Environmental Review Fee. Final/Civil Plan Review *** Single Family Residence (15% of Building Permit Fee) Multi Family Residence (35% of Building Permit Fee) Commercial (35% of Building Permit Fee) Subdivision (4 lots or less) \$2,500.00** Subdivision (5 lots to 9 lots) \$3,500.00** Subdivision (over 9 lots, not PUD) \$5,000.00** Planned Unit Developments (PUD's) \$5,000.00** Other (\$135.00 per hour) ** + \$100 per lot + Third party review costs if required *** Plus 10% of the original base application fee for each resubmittal, change, or revision filed. Also, extra fees only apply to applicant initiated changes or revisions or when more than 1 resubmittal is filed in response to staff comments.	RIGHT-OF-WAY USE PERMITS * * All permits require \$1,000 minimum cash bond or bonding at 150% of project value Type A, B, or C ** \$270.00 Type B-1 *** \$540.00 Type B-2 **** \$405.00 Type B-3 ** \$270.00 ** + \$135/hr for time over 2 hours *** + \$135/hr for time over 4 hours + 3% of construction cost if value is greater than \$5,000 **** + \$135/hr for time over 3 hours + 2% of construction cost if value is greater than \$2,000 STREET/ALLEY VACATION PETITION \$5,000.00 VEHICULAR ACCESS GATE PERMIT Single Family Residence \$540.00 Multi-family, Multi-Parcel, Commercial \$2,160.00 TRAFFIC IMPACT FEES * \$** * Per new PM peak hour trip. Refer to DMMC 12.40 for more information. ** Traffic Impact Fees are updated annually in March based on the construction cost index for the Seattle area as reported in the Engineering News Record. Current traffic impact fees are posted on the City's web site.
DEVIATION REQUESTS Initial Request \$1,200.00* Request for Re-Examination \$1,200.00* * + Third party review cost, if required.	

SURFACE WATER MANAGEMENT	
Development Fee	\$1083.50*
Service Fee	\$15.02**
<p>* Per Equivalent Billing Unit (2,400 square feet) of new impervious area. Updated annually in January based on the construction cost index for the Seattle area as reported in the Engineering News Record. Refer to DMMC 11.12.030 for more information.</p> <p>** Monthly service charge applied per Equivalent Billing Unit for new development activity resulting in 500 square feet of new impervious area. Charge is made effective on the date land is cleared, graded, or modified. Adjusted annually for inflation. Refer to DMMC 11.12.020 for more information.</p>	

Effective January 8, 2015



Anthony A. Piasecki, City Manager

NOTE: FEES WITHIN THIS FEE SCHEDULE DO NOT REFLECT FEE REDUCTIONS FOR LARGE SCALE COMMERCIAL AND RESIDENTIAL DEVELOPMENT PROJECTS SET BY EXECUTIVE ORDER OF THE CITY MANAGER. SEE STAFF FOR INCENTIVE PROGRAM DETAILS.

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**CITY OF DES MOINES – BUILDING DIVISION
PERMIT FEE SCHEDULE**



Permit fees are computed on the basis of project valuation plus Plan Review Fees.

Project Valuation	Fee Amount
\$1 - \$2,000	\$95.00
\$2,001 - \$25,000	\$95.00 for the first \$2,000 + \$20.00 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 - \$50,000	\$555.00 for the first \$25,000 + \$14.75 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 - \$100,000	\$923.75 for the first \$50,000 + \$11.00 for each additional \$1,000 or fraction thereof, to and including \$100,000
\$100,001 - \$500,000	\$1,473.75 for the first \$100,000 + \$9.00 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 - \$1,000,000	\$5,073.75 for the first \$500,000 + \$7.30 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
\$1,000,001 & up	\$8,723.75 for the first \$1,000,000 + \$4.80 for each additional \$1,000 or fraction thereof

⚙ Additional Informational Notes ⚙

- ⚙ The Building plan review fee is factored at 65% of the calculated building permit fee.
- ⚙ The Engineering review fee is factored at 35% of the calculated building permit fee for Commercial projects and 10% for residential projects.
- ⚙ The Fire Department review fee is factored at 15% of the calculated building permit fee.

Anthony A. Piasecki, City Manager

Effective 7.1.2015

⚙ Fees established as per DMMC 14.01.090

Building Valuation Data – June 2016

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. Please be advised that the BVD is normally updated at six-month intervals, but the BVD normally provided in February was delayed. The next BVD will be issued in August, per our normal schedule. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2015 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for

each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.
- 3.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB

Area: 1st story = 8,000 sq. ft.
2nd story = 8,000 sq. ft.

Height: 2 stories

Permit Fee Multiplier = 0.0075

Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$160.26/sq. ft. Permit Fee:
Business = 16,000 sq. ft. x \$160.26/sq. ft x 0.0075
= \$19,231

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs^{a, b, c, d}

Group (2015 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1 Assembly, theaters, with stage	226.92	219.10	213.80	205.04	192.95	187.36	198.56	176.18	169.73
A-1 Assembly, theaters, without stage	207.97	200.15	194.85	186.09	174.15	168.55	179.61	157.38	150.92
A-2 Assembly, nightclubs	177.89	172.85	168.07	161.49	151.98	147.78	155.80	137.68	132.99
A-2 Assembly, restaurants, bars, banquet halls	176.89	171.85	166.07	160.49	149.98	146.78	154.80	135.68	131.99
A-3 Assembly, churches	209.94	202.13	196.83	188.07	176.32	170.72	181.59	159.54	153.09
A-3 Assembly, general, community halls, libraries, museums	175.12	167.31	161.01	153.25	140.50	135.90	146.77	123.72	118.27
A-4 Assembly, arenas	206.97	199.15	192.85	185.09	172.15	167.55	178.61	155.38	149.92
B Business	181.12	174.43	168.67	160.26	146.18	140.70	153.97	128.34	122.72
E Educational	192.29	185.47	180.15	172.12	160.72	152.55	166.18	140.46	136.18
F-1 Factory and industrial, moderate hazard	108.98	103.99	97.83	94.17	84.37	80.56	90.16	69.50	65.44
F-2 Factory and industrial, low hazard	107.98	102.99	97.83	93.17	84.37	79.56	89.16	69.50	64.44
H-1 High Hazard, explosives	102.01	97.02	91.86	87.20	78.60	73.79	83.19	63.73	N.P.
H234 High Hazard	102.01	97.02	91.86	87.20	78.60	73.79	83.19	63.73	58.67
H-5 HPM	181.12	174.43	168.67	160.26	146.18	140.70	153.97	128.34	122.72
I-1 Institutional, supervised environment	180.72	174.14	169.28	161.12	149.06	145.04	161.12	133.69	129.43
I-2 Institutional, hospitals	304.80	298.11	292.36	283.95	268.92	N.P.	277.65	251.09	N.P.
I-2 Institutional, nursing homes	211.20	204.51	198.75	190.34	177.26	N.P.	184.05	159.42	N.P.
I-3 Institutional, restrained	206.08	199.38	193.63	185.22	172.62	166.14	178.93	154.78	147.16
I-4 Institutional, day care facilities	180.72	174.14	169.28	161.12	149.06	145.04	161.12	133.69	129.43
M Mercantile	132.61	127.57	121.79	116.21	106.35	103.15	110.52	92.05	88.36
R-1 Residential, hotels	182.28	175.70	170.83	162.68	150.87	146.84	162.68	135.49	131.23
R-2 Residential, multiple family	152.86	146.27	141.41	133.25	122.04	118.01	133.25	106.66	102.41
R-3 Residential, one- and two-family	143.93	139.97	136.51	132.83	127.95	124.61	130.57	119.73	112.65
R-4 Residential, care/assisted living facilities	180.72	174.14	169.28	161.12	149.06	145.04	161.12	133.69	129.43
S-1 Storage, moderate hazard	101.01	96.02	89.86	86.20	76.60	72.79	82.19	61.73	57.67
S-2 Storage, low hazard	100.01	95.02	89.86	85.20	76.60	71.79	81.19	61.73	56.67
U Utility, miscellaneous	77.82	73.48	69.04	65.52	59.23	55.31	62.58	46.83	44.63

- Private Garages use Utility, miscellaneous
- Unfinished basements (all use group) = \$15.00 per sq. ft.
- For shell only buildings deduct 20 percent
- N.P. = not permitted

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2016 Automation Fees

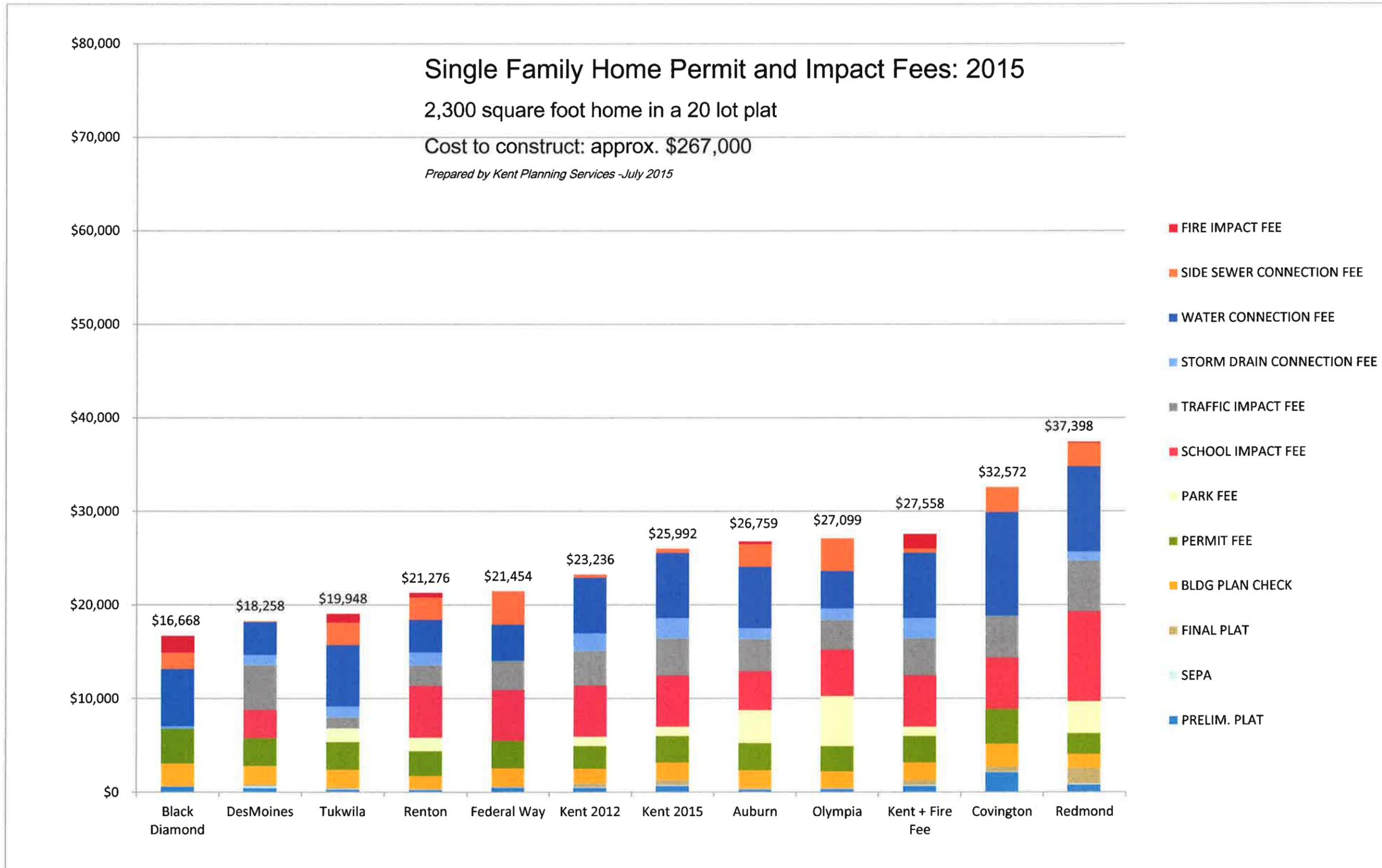
Tiered Fixed Fee - Permits not based on Valuation

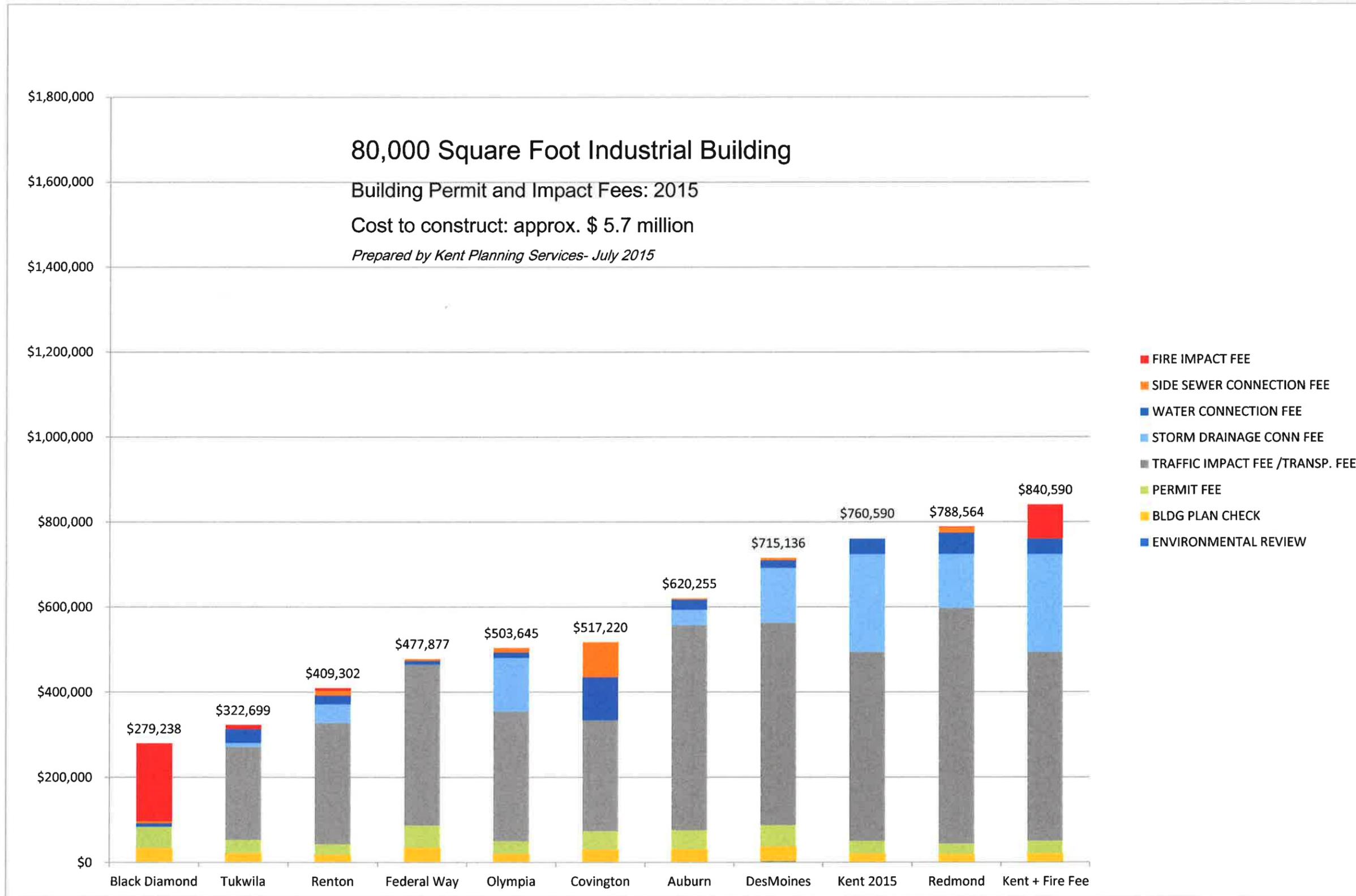
<u>Permit Fee Tier</u>	<u>Automation Fee</u>
0 - 100	20
101 - 250	25
251 - 1,000	50
1001 - 9,999	125
10,000+	300

Tiered Fixed Fee - Permits based on Valuation

<u>Valuation Tier</u>	<u>Automation Fee</u>
0	35
1-5,000	50
5,001 - 25,000	100
25,001 - 99,999	250
100,000 - 499,999	750
500,000 - 999,999	1,500
1,000,000+	2,000

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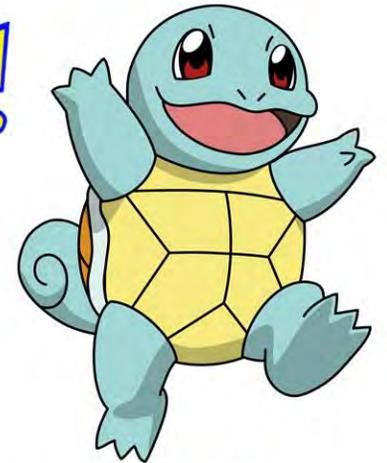
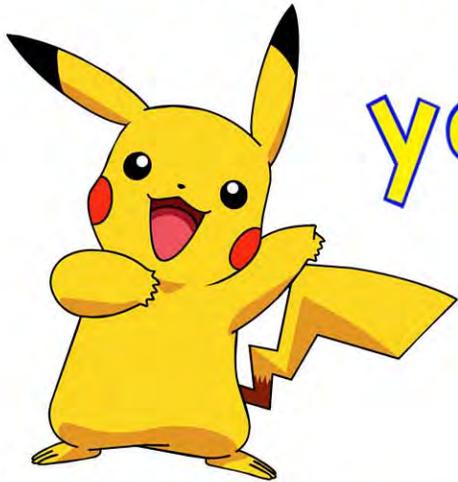




Trainers!



Please respect our tenants
and neighbors, and conclude
your game by 10PM!



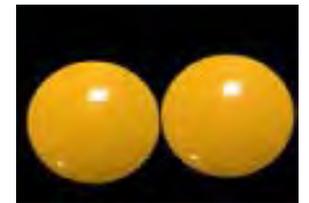
For more information about the marina, visit
us on Facebook at [PokemonGoDesMoinesWA](#)

South 222nd Street/5th Ave S



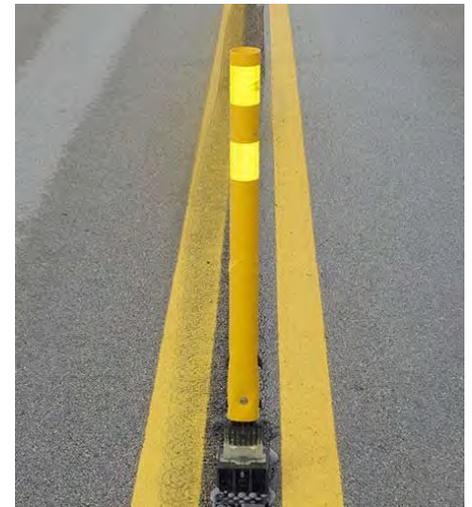
Timeline

- 9/8/15 Staff notified (via Mayor) about citizen concern with speeding around the curve.
- Week of 9/14, Engineering staff conducted field review. Curve lacking advance speed warning signs and confirmed some crossing of the centerline by vehicles was occurring.
- 9/21/15 Engineering staff generated work order for street crew to install advance curve warning signs and raised pavement markers (rpms) through the curve. Items installed on 10/15/16.



Timeline (cont'd)

- 11/19/15 Mr. Peterson and Engineering staff had in person discussion. Request was for more to be done. Staff requested more time to evaluate effectiveness (only been 4+ weeks). Staff sent a letter (#1) on 11/24/15 outlining observations and changes made to Mr. Peterson.
- 11/20 – 12/28 (next 5 weeks) Engineering staff made 4 field visits (11/20, 11/23, 12/1, and 12/28) to observe and evaluate effectiveness of warning signs and rpm installations. The sample observation periods showed that approximately 22% of the westbound to southbound (left turn) crossed the centerline and approximately 8% of the northbound to eastbound (right turn) crossed the centerline. Visual observations by Engineering staff did not conclude speeds were in excess of 25 mph. Based on observations and study, staff recommended the installation of traffic delineators on the centerline to increase lane compliance. Letter #2 sent on 2/3/16 to Mr. Peterson outlining the findings and recommendations as well as informing Mr. Peterson that while not directly related, speed bumps were also planned to be installed in the nearby Beach Park Rd.
- 12/15/15 Engineering staff generated a work order to install 2 speed bumps on the Beach Park Rd in the spring of 2016, weather permitting. Staff had received numerous concerns regarding vehicle speeds on the roadway that serves the Beach Park facilities ...high pedestrian concentration.
- Jan. 2016 Engineering staff had in person discussion with Mr. Peterson. He expressed continued concerns.



Timeline (cont'd)

- 1/25/16 Engineering staff generated work order for the tubular delineators to be installed.
- Feb – August, Mr. Peterson made subsequent visits to City offices and Council expressing concerns that more needs to be done.
- 6/13/16 Speed bump(s) installation completed on Beach Park Rd.
- 8/18/16 Brief Council meeting update as to the past efforts and history. Commitment from PD to attempt spot enforcement/observations if resources allowed.
- 8/30/16 Commander Sellers reported to Engineering that he personally had observed the location multiple times in August and issued zero violations nor reported observing vehicles exceeding the posted speed limit. He did concur that occasionally a vehicle with a loud exhaust would come up the hill and you could hear the engine of the vehicle as it was working to get up the hill.
- 9/8/16 – Tonight, 1 year later. No more appropriate low or medium cost traffic control options. Due to hill, speed bumps not appropriate. No history of accidents, minimal infractions issued in area, compressed timeline for changes.

Staff Recommendation – continued enforcement as PD resources allow.

PUBLIC HEARING BLUEBERRY LANE ZONING RECLASSIFICATION

September 8, 2016

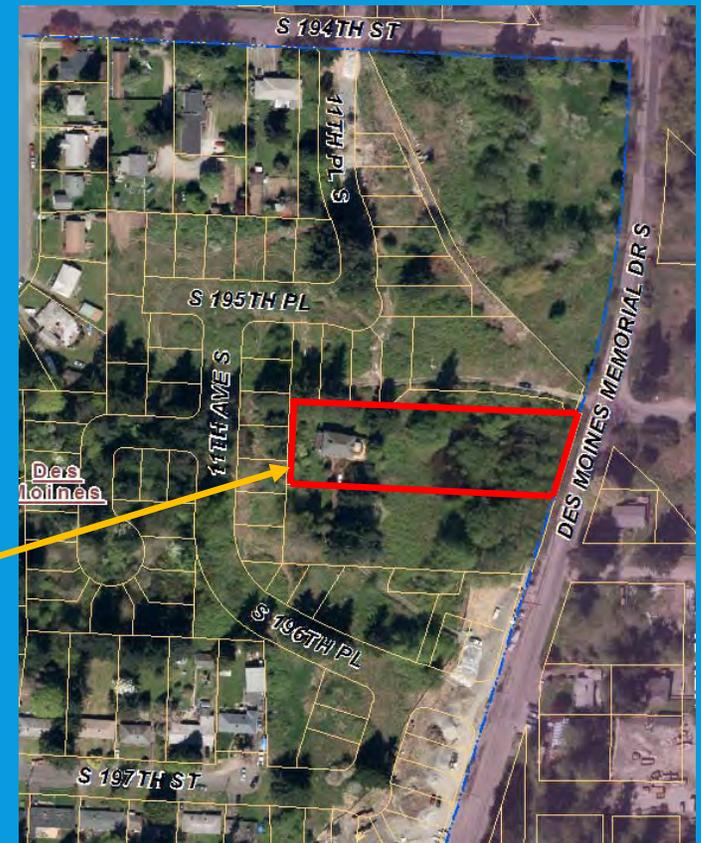
Denise Lathrop, AICP – Community Development Manager

OVERVIEW

- City received a request for comprehensive plan map amendment and zoning reclassification on 6/22/16 to:
 - Reclassify preferred land use from BP-Business Park to SF-Single Family
 - Reclassify zoning from B-P Business Park Zone to RS-7,200 Residential Single Family 7,200 Zone
- Changes to Preferred Land Use map are docketed with the City's 2016 Comprehensive Plan Amendments
- Proposal includes the following properties:
 - Tax Parcels 0522049005, 0522049006, 0522049022, 0522049026, 0522049071, 0522049156 and 0246000127 owned by Richmond American/Blueberry Lane PUD
 - Four adjacent parcels where owners want to be included in the zoning reclassification:
 - Tax Parcel 0246000115 - 1021 S 194th Street
 - Tax Parcel 0246000116 - 1019 S 194th Street
 - Tax Parcel 0246000117; 1015 and 1017 S 194th Street
 - Tax Parcel 0246000126, 1037 S 194th Street
- Substitute Draft Ordinance No. 16-124-A has been prepared to include the four adjacent parcels

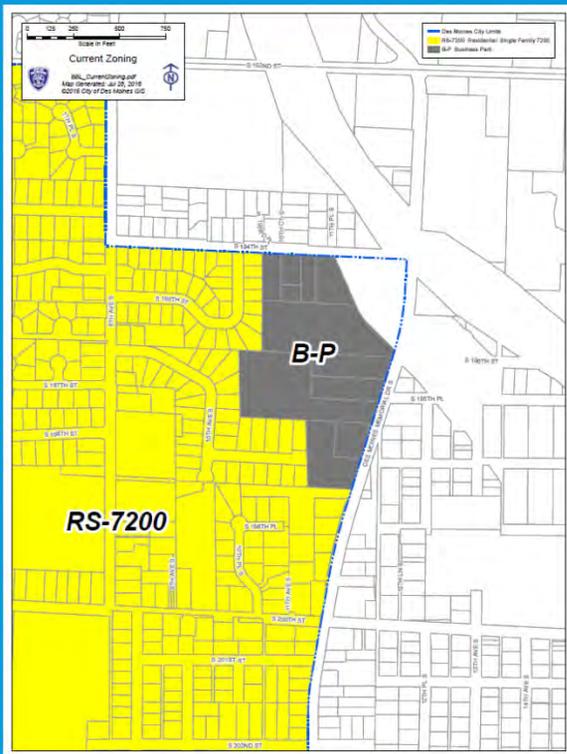
PROCESS

- SEPA Adoption 8/11/16
- Notice of Proposed Amendment sent to Commerce on 8/18/16 and expedited review was granted on 9/6/16
- Notice of application and public hearing provided on 8/24/16
- One public comment received from Ivy Freitag, King County Historic Preservation Program:
 - No issues regarding the rezone
 - Relates to future development on tax parcel 0522049006 and the existing single family residence that may have some historic value

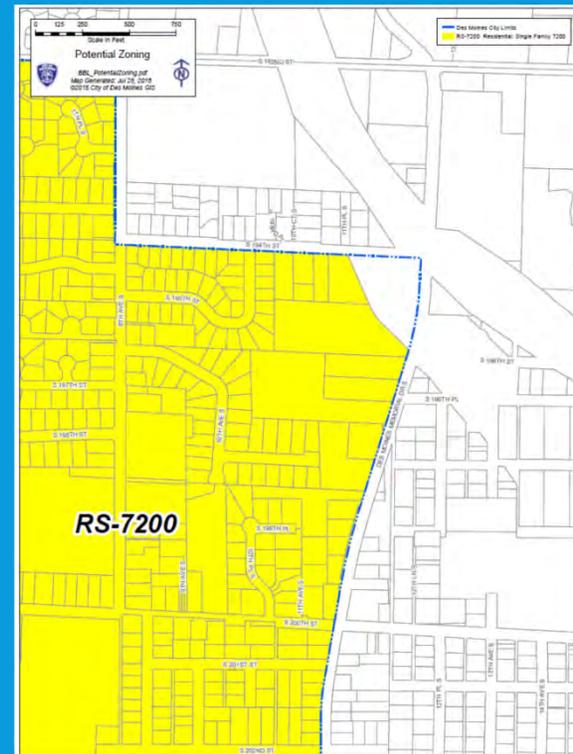


ZONING RECLASSIFICATION FROM B-P ZONE TO RS-7,200 ZONE

Current Zoning



Proposed Zoning



SUGGESTED MOTIONS

Motion 1: "I move to suspend Rule 26(a) in order to enact Substitute Draft Ordinance No 16-124-A on first reading."

Motion 2: "I move to enact Substitute Draft Ordinance No. 16-124-A amending DMMC 18.10.050 Adoption of official zoning map, to reclassify tax parcels 0522049005, 0522049006, 0522049022, 0522049026, 0522049071, 0522049156, 0246000127, 0246000115, 0246000116, 0246000117 and 0246000126 from B-P Business Park Zone to RS-7,200 Residential Single Family 7,200 Zone."

Community Development Fees

September 8, 2016

Dan Brewer – Planning, Building and Public Works Director

Denise Lathrop – Community Development Manager

Purpose

- To brief the City Council on the Community Development Fee structure.
- Discuss the relationship to Community Development revenues and cost recovery for work being completed by City staff.

Overview



- Fee schedules have been established for Development and Engineering Services and Building Services.
- Community Development Fees are set by the City Manager, in accordance with DMMC 14.01.090, 16.05.360, 16.25.120, 18.20.300, 20.09.090, etc.
- Many of the City's permit fees cover the cost for services while others may not.
 - Over the years, the permit fees have been adjusted to address cost recovery at one extreme, to aligning with our neighboring jurisdictions on the other.
 - The challenge is to balance the need for cost recovery to that of remaining competitive in attracting new development to the City yet reasonably affordable for smaller developers.

Development & Engineering Services Fees

Building Fees

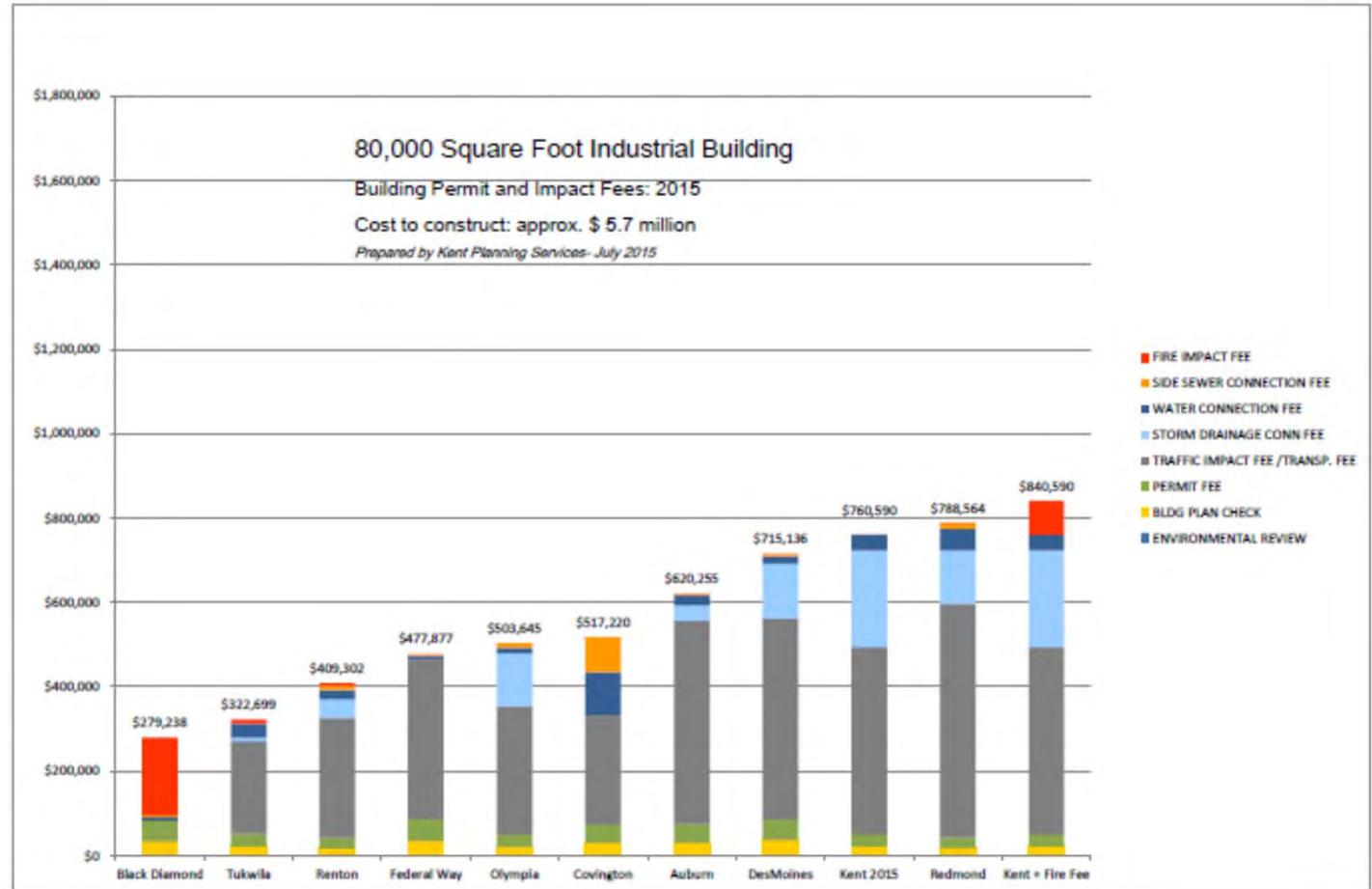
- Development and Engineering Services fees are grouped in to several broad categories (Refer to Attachment 1):
 - Miscellaneous Fees and Services
 - Planning and Land Use Services
 - Subdivision and Land Alteration
 - Environmental Services
 - Zoning Compliance and Plan Review Services
 - Engineering Services
 - Surface Water Management
- Some of fees are a fixed fee while others vary depending on the size of a project or area of disturbance.

Development & Engineering Services Fees

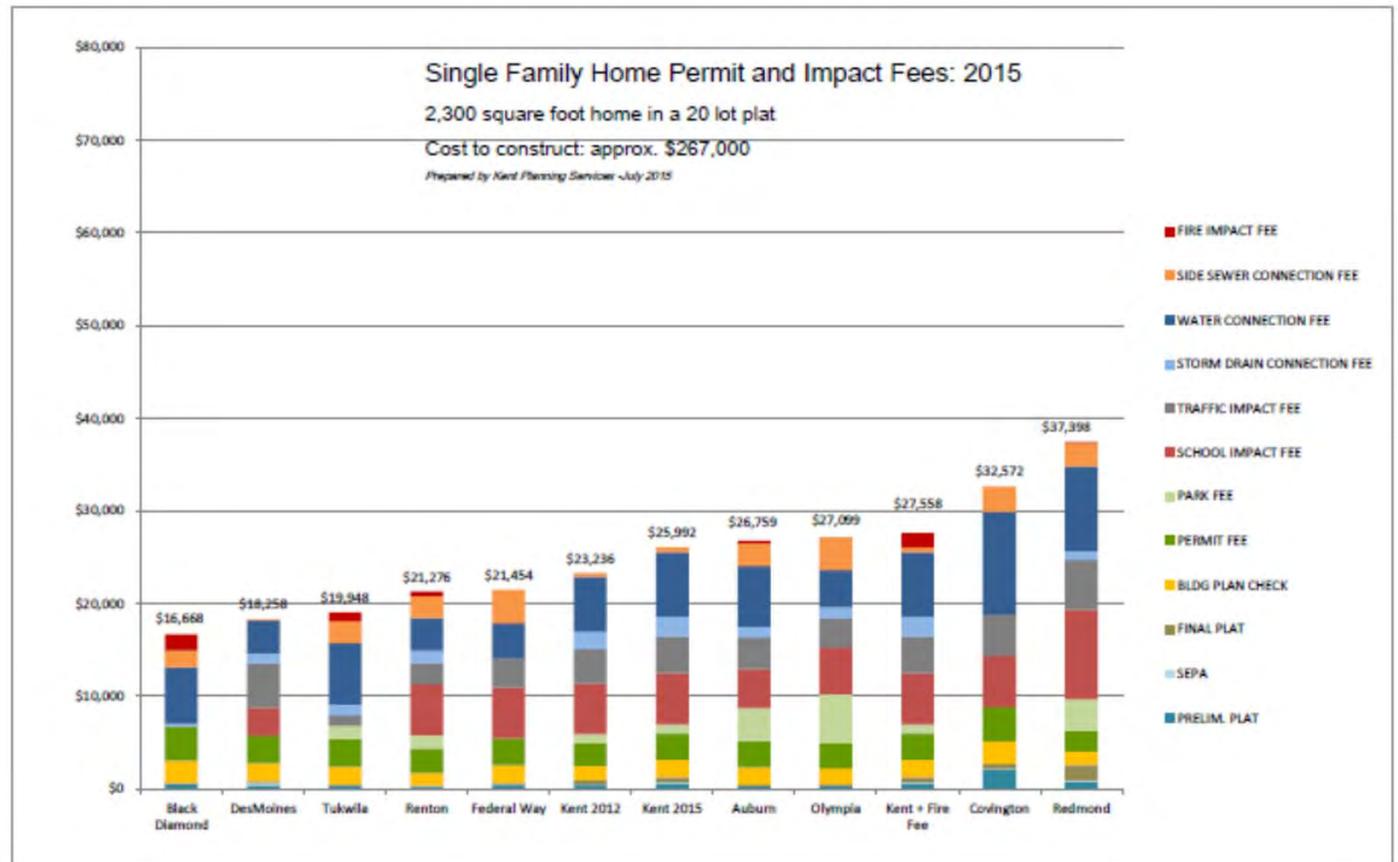
Building Fees

- Building permit fees are computed on the basis of project valuation in accordance with the International Code Council (ICC) Building Valuation Data plus Plan Review Fees (Refer to Attachment 2).
- Dedicated for the review of building plans, as well as required inspections (i.e., building, plumbing, mechanical and electrical inspections) and associated indirect and administrative costs.
- Because construction can span several years fees must be earmarked to pay for ongoing service of permits.

Commercial Fee Comparison



Residential Fee Comparison



Fee Updates

- Development & Engineering Services Fee Schedule (2015)
(Attachment 1)
- Building Permit Fee Schedule (2015)
(Attachment 2)
- Automation Fee Schedule (2016)
(Attachment 3)

- Business License Fee Schedule (2016)
(Draft Resolution 16-135 for 2017)

Moving Forward



- Consider adjustment to some specific Development & Engineering Services fees as needed for 2017.
- As a general rule, Administration intends to adjust Community Development Fees annually to account for the cost of inflation:
 - Based on the Consumer Price Index (CPI) or other appropriate index.
 - At a minimum, the annual cost adjustment would need to match the City's adjustment to the employee cost of living adjustments (COLA's).
- Beyond the annual adjustments, every four to five years Administration will also conduct a detailed fee comparison with neighboring jurisdictions to determine if our fees are competitive, or if other adjustments are necessary.
- Balanced approach for setting Community Development Fees.