

## AGENDA

### REGULAR MEETING DES MOINES CITY COUNCIL 21630 11<sup>th</sup> Avenue South, Des Moines, City Council Chambers

February 7, 2013 - 7:00 p.m.

#### CALL TO ORDER

#### PLEDGE OF ALLEGIANCE

#### CORRESPONDENCE

#### COMMENTS FROM THE PUBLIC

#### BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS

#### PRESIDING OFFICER'S REPORT

#### ADMINISTRATION REPORTS

#### CONSENT CALENDAR

- Page 1      Item 1:      APPROVAL OF MINUTES  
Motion is to approve the minutes of the January 24, 2013 Regular City Council Meeting.
- Page 5      Item 2:      DRAFT RESOLUTION 13-015, SURPLUS OF 1975 25-FOOT CARVER CABIN CRUISER AND 25-FOOT BOAT TRAILER  
Motion is to adopt Draft Resolution No. 13-015 declaring the 25-foot Carver Cabin Cruiser, HIN #CDR56198M75H, and the 25-foot boat trailer, VIN #4XBBG25201A001450, as surplus property, and directing staff to dispose of both items in the most cost effective way.
- Page 11     Item 3:      ARTS COMMISSION APPOINTMENTS  
Motion is to confirm the Mayoral appointments of Nancy L. Gosen and Susan White to the Des Moines Arts Commission effective immediately, to fill two vacant three year terms which will expire on December 31, 2015.
- Page 17     Item 4:      AGREEMENT TO WAIVE FEES FOR THE SWEETHEART BALL PRESENTED BY DESTINATION DES MOINES  
Motion is to approve the Agreement between the City of Des Moines and Destination Des Moines – 2013 Sweetheart Ball and grant authority to the City Manager to sign the Agreement substantially in the form as presented



**MINUTES  
REGULAR MEETING  
DES MOINES CITY COUNCIL  
21630 11<sup>th</sup> Avenue South, Des Moines, City Council Chambers  
January 24, 2013 - 7:00 p.m.**

**CALL TO ORDER**

Mayor Pro Tem Pina called the meeting to order at 7:02 p.m.

**PLEDGE OF ALLEGIANCE**

The flag salute was led by Councilmember Sheckler.

**ROLL CALL**

Present were Mayor Pro-Tem Matt Pina; Councilmembers Melissa Musser, Jeanette Burrage, Bob Sheckler and Carmen Scott.

Mayor Kaplan was absent. Councilmember Scott moved to excuse Mayor Kaplan, seconded by Councilmember Musser.

The motion passed 6-0

Councilmember Caldwell joined the meeting at 7:06 p.m.

Staffs present were City Manager Tony Piasecki; City Attorney Pat Bosmans; Economic Development Manager Marion Yoshino; Interim Public Works Director Dan Brewer; Land Use Planner II Laura Techico; City Clerk Bonnie Wilkins.

**CORRESPONDENCE**

There was no Correspondence.

**COMMENTS FROM THE PUBLIC**

No comments from the public.

**BOARD & COMMITTEE REPORTS/COUNCILMEMBER COMMENTS**

Councilmember Burrage:

- Thanked staff for fixing the wall on 216<sup>th</sup>
- Letter to the editor of the Highline Times/Des Moines News regarding Des Moines roadways
- South County Transportation Board
  - City of SeaTac/plan for 24<sup>th</sup> & 28<sup>th</sup> Ave
  - Taxing package with King County

Councilmember Musser:

- Municipal Facilities Committee
  - Work plan for 2013
  - Marina Beach Park Business Plan
  - Dining Hall roofing needs
  - Site Management Plan for Marina Parking
- Sweetheart Dance at Beach Park Auditorium February 9, 2013
- Port of Seattle Meeting regarding Des Moines Business Park

**Direction/Action**

Councilmember Sheckler moved to express intent to support the waiver of fees for the Destination Des Moines Sweetheart Ball, on behalf of the non-profit, because of the benefit that will ensue to the public for the 4<sup>th</sup> of July celebration, which will be incorporated into an agreement and ratified by the council upon presentation, specifically for 2013, seconded by Councilmember Musser.

The motion passed 6-0

Councilmember Caldwell:

- Judson Park; cost to purchase condo for 2013

No report from Councilmembers Scott and Sheckler.

**PRESIDING OFFICER'S REPORT**

Mayor Pro Tem Pina read a thank you note received from 2013 Spirit of Des Moines Award Recipient Norma Somers, who wanted to share some words with the City that she was not comfortable doing the night of the award ceremony, due to emotion.

"I would like to tell the people to get more involved. You meet so many nice people, you have fun, plus you help the community."

- Port of Seattle Business Park
- Franchise Committee
  - Reviewed expired franchises and new agreements

**ADMINISTRATION REPORTS**

City Manager Piasecki reported on the Port of Seattle Business Park meeting, which was held Tuesday, January 22, 2013.

- Request for Proposal's (RFP's) out to publications and businesses who expressed interest

Economic Development Manager Marion Yoshino gave a quick presentation on the new Waterland Card Buy Local Program.

Councilmember Sheckler left the meeting at 7:20 p.m.

John Nelson, Founder and Director of Cove to Clover spoke on this year's upcoming event, Snakezilla Half Marathon, which will be held April 28, 2013.

**CONSENT AGENDA**

Item 1: APPROVAL OF MINUTES

**Motion** is to approve the minutes of the January 10, 2013 regular City Council meetings, minutes from the January 5 and January 10, 2013 Executive Session meetings and minutes from the January 5, 2013 City Council Retreat.

Item 2: APPROVAL OF VOUCHERS

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

Claim checks \$391,297.68

Payroll fund transfers in the total amount of \$420,896.02

Total certified Wire Transfers, Voids, A/P & Payroll vouchers are \$812,193.70

Item 3: INTERLOCAL AGREEMENT BETWEEN NORMANDY PARK AND DES MOINES FOR SENIOR SERVICES FOR 2013 AND 2014

**Motion** is to approve the Interlocal Agreement between the City of Normandy Park and the City of Des Moines for the provision of Senior Services in fiscal years 2013 and 2014 whereby Normandy Park will pay Des Moines for Senior Services in an amount equal to Normandy Park's pro-rata share of costs per year for services based on participation levels and authorize the City Manager to sign the Agreement substantially in the form as submitted.

Item 4: DRAFT RESOLUTION NO. 13-001, HRA VEBA

**Motion** is to approve Draft Resolution No. 13-001 Authorizing establishment of a Health Reimbursement Arrangement/Voluntary Employees' Beneficiary Association (HRA VEBA) Plan.

Item 5: 2013 JOINT HUMAN SERVICES APPLICATION AND FUNDING PROGRAM

**Motion** is to approve Exhibit A for Des Moines 2013 funding as provided in the 2003 Memorandum of Understanding for the Joint Human Services Funding Program between the Cities of Auburn, Burien, Covington, Des Moines, Federal Way, Renton, Sea Tac and Tukwila (Attachment 2), substantially in the form as submitted.

Item 6: 2013 DES MOINES ROTARY CLUB POVERTY BAY WINE FESTIVAL

**Motion** is to adopt Draft Resolution No. 13-012, authorizing the use of the Marina parking lot by the Rotary Club of Des Moines' Ninth Annual Poverty Bay Wine Festival event, taking place from March 1 through March 3, 2013; and, to direct the City Manager to execute the Agreement between the City of Des Moines and the Rotary Club of Des Moines for the 2013 Poverty Bay Wine Festival, substantially in the form as attached.

**Direction/Action**

**Motion** made by Councilmember Musser to approve the Consent Agenda, seconded by Councilmember Caldwell.

The motion passed 5-0

**NEW BUSINESS**

1. INTERLOCAL AGREEMENT, KING COUNTY SOLID WASTE  
Staff Presentation: Land Use Planner II Laura Techico

**Direction/Action**

**Motion**, Councilmember Musser moved to approve the Amended and Restated Solid Waste Interlocal Agreement with King County, effective through 2040, and to authorize the City Manger to sign substantially in the form submitted, seconded by Councilmember Scott.

The motion passed 3-2

**For:** Mayor Pro Tem Pina and Councilmembers Scott and Musser.

**Against:** Councilmembers Burrage and Caldwell.

2. DRAFT RESOLUTION NO. 13-004, UTILITY TAX BALLOT PROPOSITION FOR PRESERVATION AND MAINTENANCE OF CITY STREET PAVEMENT  
Staff Presentation: Interim Public Works Director Dan Brewer

**Direction/Action**

**Motion** made by Councilmember Caldwell to approve Draft Resolution No. 13-004 and the ballot language contained therein and establishing August 6, 2013 as the election date for the question on whether to increase the Utility Occupation Tax rate from 6% to 8%. Funds from the increase utilities taxed would provide for City street pavement overlays, rehabilitation and reconstruction of existing roads for ten (10) years, seconded by Councilmember Musser.

**Amendment** to the original motion made by Councilmember Burrage to change the time frame from 10 to 20 years, accepted by both the maker and the seconder of the main motion.

**Amendment** to the original motion made by Councilmember Burrage to add the word "reconstruction" into the original motion, accepted by both the maker and the seconder of the main motion.

Staff suggests changing the language in the Resolution to include the wording "paving existing city streets"

The motion passes 5-0

**ADJOURNMENT**

**Direction/Action**

**Motion** made by Councilmember Musser to adjourn, seconded by Councilmember Burrage.

The motion passed 5-0

The meeting was adjourned at 8:30 p.m.

**NEXT MEETING DATE**

February 7, 2013, Regular City Council Meeting.

Respectfully submitted,

Bonnie Wilkins  
City Clerk

# AGENDA ITEM

## BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Request to Declare a 1975 25 foot Carver Cabin Cruiser, HIN # CDR56198M75H and a 25-foot Boat Trailer Manufactured in 2001 by King, Inc., VIN #4XBBG25201A001450, as Surplus Property.

FOR AGENDA OF: February 7, 2013

DEPT. OF ORIGIN: MARINA

DATE SUBMITTED: January 16, 2013

ATTACHMENTS:

1. Draft Resolution 13-015

CLEARANCES:

- [X] Legal YG  
 [ ] Finance NA  
 [X] Marina AS  
 [ ] Parks, Recreation & Senior Services NA  
 [ ] Planning, Building & Public Works NA  
 [ ] Police NA  
 [ ] Courts NA

APPROVED BY CITY MANAGER

FOR SUBMITTAL: AS

### Purpose and Recommendation

The purpose of this agenda item is to request the Council's authorization to surplus a 1975 25 foot Carver cabin cruiser and a 25-foot double bunk boat trailer. The staff estimates that the value of the boat/trailer combination is approximately \$1500.

### Suggested Motion

**Motion:** "I move to adopt Draft Resolution No. 13-015 declaring the 25 foot Carver Cabin Cruiser, HIN # CDR56198M75H, and the 25-foot boat trailer, VIN # 4XBBG25201A001450, as surplus property, and directing staff to dispose of both items in the most cost effective way."

### Background

The staff has been working with a tenant on G Dock who lost his job and has fallen behind in his moorage payments. Because of the age and condition of the vessel the tenant was unable to sell or donate it, and it became apparent to staff that the City would have to seize the vessel and sell it in an attempt to recover the past-due moorage. When the tenant was notified that the City was proceeding with the seizure, he offered to turn the vessel over to the City. At the time the Harbormaster accepted the vessel, the past-due moorage totaled about \$1,300.

## **Discussion**

Chapter 3.80 DMMC allows the City to accept donations of property. Department directors can accept nonmonetary donations valued at less than \$5,000. The approximate value of the boat and trailer is about \$1500. The Harbormaster has accepted the donation. No terms or desired uses were attached to the donation by the previous owner.

The Harbormaster has determined that there is no valid City use for the boat and that the boat should be surplus and sold.

## **Alternatives**

Alternative No. 1 The Council can overrule the Harbormaster's decision to accept the donation and refuse to accept the vessel and trailer. In this case it is staff's opinion that the tenant does not have the resources to either keep paying the moorage or remove the boat, so it is likely that the City will end up with it anyway through the costlier forfeiture method.

Alternative No. 2 Marina staff can put the boat and trailer up for sale on the Public Surplus website. This is the normal method of disposing of seized vessels and surplus property and even though the boat and trailer do not have much value, there is a good chance the combination will sell for enough to cover the past-due moorage. This is the least expensive alternative with essentially no further cost to the Marina.

Alternative No. 3 If the boat does not sell, the staff can dismantle it and recycle any valuable metal and take the rest to the landfill. This alternative would cost about \$500. If the boat/trailer combination does not sell, it is very likely that the trailer can be sold.

## **Financial Impact**

In the worst case, disposing of the boat would cost about \$500.

## **Recommendation or Conclusion**

Staff recommends that the Council declare the boat and trailer surplus property and direct staff to dispose of it in the most cost effective manner.

## **Concurrence**

The City Attorney's office concurs with this recommendation.

## CITY ATTORNEY'S FIRST DRAFT 1/16/2013

## DRAFT RESOLUTION NO. 13-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DES MOINES, WASHINGTON, declaring certain property surplus and authorizing disposal of surplus property by auction, sale, or recycling.

**WHEREAS**, during regular business the City accumulates equipment and property, and

**WHEREAS**, the City intends to dispose of unneeded equipment and property as allowed by law as surplus, and

**WHEREAS**, the City of Des Moines typically sells surplus property and equipment at public auction to the highest bidder or disposes of such property and equipment through the State Surplus Program, and

**WHEREAS**, the City desires to surplus the item identified in Exhibit "A" attached to this Resolution; now therefore,

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

**Sec. 1.** The property identified by Exhibit "A" is hereby declared by this Resolution to be surplus property.

**Sec. 2.** The City Manager is authorized to dispose of the items identified by Exhibit "A" by auction, sale, or recycling.

**Sec. 3.** The City Manager is authorized to establish a minimum bid/sale amount for the property identified in Exhibit "A" as deemed to protect the City's interests. Furthermore, the City Manager is authorized to dispose of the item of virtually no value by reasonable means including disposal as recycling.

**Sec. 4.** The City Manager is authorized to contract for professional auction services where the cost of such services does not exceed twenty-five percent (25%) of the amount bid, plus reasonable advertising fees.

Resolution No. \_\_\_\_\_  
Page 2 of 2

**Sec. 5.** All net proceeds from the disposal of the surplus property identified in Exhibit "A" shall be deposited into the Miscellaneous Revenues Fund.

**ADOPTED BY** the City Council of the City of Des Moines, Washington this \_\_\_\_\_ day of \_\_\_\_\_, 2013 and signed in authentication thereof this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
Assistant City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT "A"**  
**Resolution No. \_\_\_\_\_**

<b>Number</b>	<b>Description</b>	<b>Approximate Value</b>
1	1975 Carver Cabin Cruiser, HIN#CDRF6198M75H	\$1000
2	2001 King Bunk Boat Trailer, VIN # 4XBGG25201A001450	\$500



## A G E N D A   I T E M

### BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Arts Commission Appointments

FOR AGENDA OF: February 7, 2013

ATTACHMENTS:

1. Arts Commission Applications

DEPT. OF ORIGIN: Parks, Recreation & Senior Services

DATE SUBMITTED: January 24, 2013

CLEARANCES:

- Legal PB
- Finance NA
- Marina NA
- Parks, Recreation & Senior Services ec
- Planning, Building & Public Works NA
- Police NA
- Courts NA

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: SA

### Purpose and Recommendation

The purpose of this agenda item is to recommend City Council approval two appointments to the City of Des Moines Arts Commission.

**Motion:** "I move to confirm the Mayoral appointments of Nancy L. Gosen and Susan White to the Des Moines Arts Commission effective immediately, to fill two vacant three year terms which will expire on December 31, 2015."

### Background

The City Council adopted Ordinance No. 06-1393 establishing the Des Moines Arts Commission in November 30, 2006. The nine Arts Commission positions were appointed in February 2007. The terms were staggered so that six positions are retained each year and three positions expire each year on December 31.

**Discussion**

This agenda seeks confirmation of the Mayoral appointment of applicants Nancy Gosen and Susan White to fill two vacant three year terms on the Des Moines Arts Commission, effective immediately.

**Alternatives**

None provided.

**Financial Impact**

No financial impact.

**Recommendation/Concurrence**

The Des Moines Arts Commission members and the Parks, Recreation and Senior Services Director support the appointments of Nancy Gosen and Susan White to the Des Moines Arts Commission.

Mayor Kaplan reviewed the applications and is in agreement with the recommendation made by the Arts Commission and staff to appoint the candidates.

RECEIVED



**CITY OF DES MOINES  
APPLICATION FOR APPOINTIVE OFFICE**  
21630 11th Avenue South  
Des Moines, WA 98198

Recvd. DEC 26 2012

CITY OF DES MOINES  
CITY CLERK

Please Check

NAME: Nancy L. Gosen  
ADDRESS: 21925 7th Ave S, #106  
CITY, ZIP: Des Moines, WA 98198  
PHONE: Home (206) 356-4679 Work \_\_\_\_\_  
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 30 months  
REGISTERED VOTER? Yes

- Civil Service Commission
- Planning Agency
- Library Board
- Human Services
- Senior Services
- Arts Commission
- Marina Beach Park Cmte.

EMPLOYMENT SUMMARY LAST FIVE YEARS: \_\_\_\_\_  
October 2012 to present. Owner and Principal, EntrePre April Arts Consulting, LLC, a private company.  
April 2005 - May 2012, Director of Education and Community Engagement, Seattle Symphony  
resume enclosed

Are you related to anyone presently employed by the City or a member of a City Board? no  
If yes, explain: \_\_\_\_\_

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? no if so, please describe: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.**

1. Why do you wish to serve in this capacity and what can you contribute? \_\_\_\_\_  
see supplemental page  
\_\_\_\_\_  
\_\_\_\_\_

2. What problems, programs or improvements are you most interest in? \_\_\_\_\_  
see supplemental page  
\_\_\_\_\_  
\_\_\_\_\_

3. Please list any Des Moines elective/appointive offices you have run/applied for previously. \_\_\_\_\_  
none  
\_\_\_\_\_  
\_\_\_\_\_

Nancy L. Gosen

City of Des Moines Arts Commission Application Supplemental Questions

1. Why do you wish to serve in this capacity and what can you contribute?

I have been of service to the arts in a number of capacities-- i.e., as a reviewer for Seattle Arts Commission Arts in Education proposals, and many years as community arts activist in Everett, WA. I am eager to formally express my leadership in the Arts as a commissioner for the City of Des Moines. My expertise and experiences as well as my connections to education, arts, business and government can help further the work of the Des Moines Arts Commission.

2. What problems, programs or improvements are you most interest in?

Although many Americans express positive feelings towards the arts and arts education, rarely is this private, emotional support translated into public policies and funding for arts in our schools and communities. Can we build and convey new messaging of shared responsibility for the arts that impacts public thought and action? This is one problem I would be interested in working on.



**CITY OF DES MOINES**  
**APPLICATION FOR APPOINTIVE OFFICE**  
21630 11th Avenue South  
Des Moines, WA 98198

Recvd. \_\_\_\_\_

Please Check

NAME: SUSAN White  
ADDRESS: 25742 Redondo Beach Dr So  
CITY, ZIP: Des Moines, WA 98198  
PHONE: Home 253 941-4112 Work \_\_\_\_\_  
LENGTH OF RESIDENCE AT THE ABOVE ADDRESS 18 yrs  
REGISTERED VOTER? Yes  
EMPLOYMENT SUMMARY LAST FIVE YEARS: \_\_\_\_\_

- Civil Service Commission
- Planning Agency
- Library Board
- Human Services
- Senior Services
- Arts Commission

retired

Are you related to anyone presently employed by the City or a member of a City Board? \_\_\_\_\_  
If yes, explain: NO

Do you currently have an owning interest in either real property (other than your primary residence or a business) in the Des Moines planning area? No If so, please describe: \_\_\_\_\_

IN ORDER FOR THE APPOINTING AUTHORITY TO FULLY EVALUATE YOUR QUALIFICATIONS FOR THIS POSITION, PLEASE ANSWER THE FOLLOWING QUESTIONS USING A SEPARATE PAPER IF NECESSARY.

1. Why do you wish to serve in this capacity and what can you contribute?  
To promote the arts in Des Moines and in South Kootenai County. Enrich our current program.

2. What problems, programs or improvements are you most interest in?  
would like to help with art walk, encourage other venues to use Beach Park auditorium  
example - Fed way Symphony, other art's groups

3. Please list any Des Moines elective/appointive offices you have run/applied for previously.  
Council member 2001 - 2010

p:\users\denis\apoffice.doc



**A G E N D A I T E M**

BUSINESS OF THE CITY COUNCIL

City of Des Moines, WA

SUBJECT: Agreement to Waive Fees For The Sweetheart Ball Presented by Destination Des Moines

FOR AGENDA OF: February 7, 2013

DEPT. OF ORIGIN: Administration

ATTACHMENTS:  
Agreement Between The City Of Des Moines And Destination Des Moines - 2013 Sweetheart Ball

DATE SUBMITTED: January 25, 2013

CLEARANCES:

Legal PB

Finance NA

Marina NA

Parks, Rec. & Senior Services 

Planning, Building & Public Works NA

Police NA

Courts NA

APPROVED BY CITY MANAGER

FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is to consider waiver of City fees for Destination Des Moines' 2013 Sweetheart Ball at the Beach Park Event Center.

**Suggested Motion**

**First Motion: I move to approve the Agreement Between the City of Des Moines and Destination Des Moines - 2013 Sweetheart Ball and grant authority to the City Manager to sign the Agreement substantially in the form as presented.**

**Background**

Destination Des Moines, a non- profit 501©6 corporation works to promote and market the Des Moines community through activities that will help to make Des Moines sustainable and livable. One such activity sponsored by Destination Des Moines is the Third Annual Sweetheart Ball at the City's Beach Park Event Center. The proceeds from the Sweetheart Ball will benefit the Fireworks Over Des Moines event, a firework show open to members of the public. In light of the public benefit gained by the proceeds for the Sweetheart Ball, Destination Des Moines is seeking a waiver of the rental fees to allow them to use the Beach Park Event Center.

### **Discussion**

The City Council made the following motion at the City Council meeting of January 24, 2013:  
Councilmember Sheckler moved to express intent to support the waiver of fees for the Destination Des Moines Sweetheart Ball, on behalf of the non-profit, because of the benefit that will ensue to the public for the Fireworks Over Des Moines celebration which will be incorporated into an agreement and ratified by the Council upon presentation, specifically for 2013.

The motion was seconded by Councilmember Musser and passed 6 - 0.

The Council now has before it the Draft Agreement Between The City Of Des Moines And Destination Des Moines - 2013 Sweetheart Ball for consideration.

### **Alternatives**

Approve the Draft Agreement Between The City Of Des Moines And Destination Des Moines - 2013 - Sweetheart Ball.

Don't approve the Draft Agreement Between The City Of Des Moines And Destination Des Moines - 2013 Sweetheart Ball.

### **Financial Impact**

The financial impact to the City of Des Moines for the Sweetheart Ball is a revenue loss of \$2,080.00 and a net cost to the city of \$600.00 for staffing and shuttle support.

### **Recommendation or Conclusion**

Staff recommends approval of the Draft Agreement Between The City Of Des Moines And Destination Des Moines - 2013 Sweetheart Ball in accordance with Council's expressed intent.

**AGREEMENT BETWEEN THE CITY OF DES MOINES AND DESTINATION DES  
MOINES  
2013 SWEETHEART BALL**

*THIS AGREEMENT* is entered into by and between the CITY OF DES MOINES, WASHINGTON (hereinafter "City"), a municipal corporation of the State of Washington, and DESTINATION DES MOINES (hereinafter "DDM") for the 2013 Sweetheart Ball.

*WHEREAS*, the City finds that the Ball enhances the quality of life for residents of the City of Des Moines, and

*WHEREAS*, DDM, as sponsor of the Ball, carries out all activities as a DDM function, and

*WHEREAS*, the City of Des Moines wishes to permit the Sweetheart Ball activities of DDM while at the same time being held harmless from any liability arising from the existence of such activities and to have DDM sponsor the Ball pursuant to certain terms and conditions; now therefore,

*IN CONSIDERATION* of the mutual benefits and conditions listed below, the parties agree as follows:

- (1) DDM agrees as follows:
  - (a) DDM shall conduct the 2013 Sweetheart Ball in compliance with all federal, state, and local statutes, ordinances, and regulations. DDM further agrees as follows:
    - (b) All profits from the Sweetheart Ball will be donated by DDM to support funding for the Fireworks Over Des Moines event.
    - (c) The prime leadership of all Sweetheart Ball committees shall be non-City personnel and it is clearly understood that assistance by City personnel is advisory to DDM.
    - (d) DDM shall defend, indemnify and hold the City of Des Moines, 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 conduct of the event or its associated activities, except for injuries and damages caused by the sole negligence of the City. In the event that any suit based upon such claim, injury, damage, or loss is brought against the City, DDM shall defend the same at its sole cost and expense; provided, that the City retains the right to participate in said suit if any principal of governmental or public law is involved; and if final judgment be rendered against the City and its officers, agents, employees, or any of them, or jointly against the City and DDM and their respective officers, agents, and employees, or any of them, DDM shall satisfy the same.
    - (e) DDM shall provide liability insurance in the amount of two million dollars (\$2,000,000) and shall name the City of Des Moines as an additional named insured. Proof of such insurance shall be delivered to the City no later than fifteen (15) days prior to the event.

(f) DDM shall remove all signage within ten (10) days after the final day of the Festival.

(g) DDM acknowledges its responsibilities for the conduct of Sweetheart Ball activities and accepts such limitations as are contained herein, in addition to such limitations as may be imposed by the City Council or City Manager.

(h) DDM agrees to take whatever measures are necessary to prevent damage to City property and to be responsible for any damage that may occur as a result of the Ball.

(i) DDM will use all reasonable efforts to advertise the Sweetheart Ball as a Community event.

(2) The City agrees as follows:

(a) Upon execution of this Agreement, the City grants permission free of charge to DDM to use and occupy, for the purpose of the Sweetheart Ball, the Beach Park Event Center.

(b) The City shall permit DDM to erect such special signage as is appropriate in the thirty (30) days prior to and during the event.

(c) The City Manager is authorized, at his discretion, to grant permission to DDM to use, for the purpose of the Sweetheart Ball, article space in the City Currents newsletter.

(3) Duration of Agreement. This Agreement will commence upon date of execution and ends upon renewal of this Contract, execution of a new Contract, City's written termination of the Contract as described in Section 4 of this Agreement, or DDM's decision not to have the Ball, whichever is sooner. Provided, however all indemnification and hold harmless provisions of this Agreement shall survive the termination of this Agreement.

(4) Termination. This Agreement may be terminated by the City for good cause upon thirty (30) days' written notice to DDM of the City's intention to terminate the same. Good cause is defined as either:

(a) Failure of DDM to perform any requirement of this contract within ten (10) days after the City makes written demand for such performance; or

(b) Termination required for purposes of public health, safety, welfare or the public interest, as determined by a majority of the Des Moines City Council in open public meeting.

(5) Discrimination Prohibited. DDM shall not discriminate against any employee, applicant, vendor, or any person seeking to participate in the Sweetheart Ball on the basis of

race, color, religion, creed, sex, national origin, marital status, sexual orientation, or presence of any sensory, mental, or physical handicap.

(6) Entire Agreement. This Agreement contains the entire agreement between the parties and no other agreements, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or bind any of the parties. Either party may request changes in the Agreement. Proposed changes mutually agreed upon will be incorporated by written amendments to this Agreement.

(7) Governing Law. The existence, validity, construction, and enforcement of this Agreement shall be governed in all respects by the laws of the State of Washington.

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

(9) Amendments/Authorization for Additional Services. This Agreement may be modified or amended and additional conditions may be authorized during the term of this Agreement upon the mutual written consent of the parties.

(10) Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competitive jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated as a result of such decision.

(11) Waiver. The waiver by either party of any breach of any term, condition, or provision of the Agreement shall not be deemed a waiver of such term, condition, or provision or any subsequent breach of the same or any condition or provision of this Agreement.

(12) Captions. The captions used herein are for convenience only and are not a part of this Agreement and do not in any way limit or amplify the terms and provisions hereof.

(13) Time of Essence. Time is of the essence for each and all of the terms, covenants, and conditions of this Agreement.

(14) Concurrent Originals. This Agreement may be signed in counterpart originals.

(15) Ratification and Confirmation. Any acts consistent with the authority and prior to the effective date of this Agreement are hereby ratified and confirmed.

*IN WITNESS WHEREOF*, the parties have caused this Agreement to be executed on the dates written below.

CITY OF DES MOINES

DESTINATION DES MOINES

\_\_\_\_\_  
By: Anthony A. Piasecki  
Its City Manager

By \_\_\_\_\_  
Its \_\_\_\_\_

At the direction of the Des Moines City  
Council In Open Public Meeting on  
February 7, 2013

Date: \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

## A G E N D A   I T E M

### BUSINESS OF THE CITY COUNCIL City of Des Moines, WA

SUBJECT: Interlocal Agreement between the City and Highline Water District regarding the Water Tower Park site

FOR AGENDA OF: February 7, 2013

DEPT. OF ORIGIN: Parks, Recreation and Senior Services

ATTACHMENT:

DATE SUBMITTED: January 25, 2013

A) Interlocal Agreement between the City and Highline Water District

CLEARANCES:

- Legal DSB
- Finance NA
- Marina NA
- Parks, Recreation & Senior Services
- Planning, Building & Public Works DSB
- Police NA
- Courts NA

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

### Purpose and Recommendation

The purpose of this agenda item is to request City Council approval to enter into an Interlocal Agreement between the City and Highline Water District regarding the use of District property known as the Water Tower Park.

**Motion:** "I move to approve the Interlocal Agreement between the City and Highline Water District for use of Highline Water District property, for a term of five (5) years, wherein the District grants the City the right to use a portion of the District's North Hill Water Storage Tank Property for parks and recreational purposes, and authorize the City Manager to sign the agreement substantially in the form as submitted."

### Background

On November 15, 1995, the City and the Highline Water District entered into an Interlocal Agreement with a ten year term for the use of Highline Water District Property known as Water Tower Park for City parks and recreation purposes. During the term of the original Agreement, the City, with the District's permission, developed the property by constructing sidewalks and landscaping. With financial

support and volunteer labor from the Des Moines Rotary Club and neighborhood community members, play equipment and other park equipment was purchased and installed at the park.

In December 2004, due to impending 2005 budget cuts, the City provided the District with a 60 day termination notice to end the Interlocal Agreement.

In 2005, in a joint effort to retain the use of the site as a public park, the Water District Board of Directors agreed to assist the City and neighborhood volunteers with facility maintenance for a two year period of time until April, 2007. An Amendment to the Agreement extended the term of the Agreement for one (1) additional and final year until April, 2008.

In June 2008 the City and District signed a new Interlocal Agreement for a five (5) year term for use of Highline Water District Property known as Water Tower Park for City parks and recreation purposes.

### **Discussion**

The proposed Interlocal Agreement between the City and Highline Water District regarding Water Tower Park, included as Attachment A of this agenda has the same conditions as the agreement signed in 2008.

The term of this Agreement is for five (5) years commencing from the effective date. Either party may terminate the Agreement at any time without cause by giving sixty days written notice to the other.

The City accepts the Park in its present condition and may complete, subject to review and prior written approval of the District, any additional capital or other improvements deemed necessary by the City required to make the Property usable and safe for park and recreational purposes.

The City shall provide insurance coverage related to use of the public park portion of the property outside of the District's fenced North Hill Water Storage Tank in amounts and with coverage satisfactory to the District.

The City shall be responsible for maintaining the park landscaping outside of the District's fenced North Hill Water Storage Tank situated on the Property including seasonal irrigation, mowing, plant maintenance and weed abatement, litter control, and garbage disposal and regular safety evaluations and as needed repair of park equipment.

The District shall be responsible for maintaining the District's North Hill Water Storage Tank, pump station and associated mains, meters and appurtenances, gate and fencing, and landscaping within the fenced area situated on the northwest portion of the Property.

### **Alternatives**

City Council may deny approval of the Interlocal Agreement.

### **Financial Impact**

The annual Parks Maintenance cost for the site is \$7,500. There are no new costs anticipated at this time.

**Recommendation**

Administration and the Parks, Recreation and Senior Services Director recommend City Council approval of the Interlocal Agreement between the City and District. This park serves the North Hill neighborhood which has a severe deficit of park facilities as identified in the 2010 Parks, Recreation and Senior Services Master Plan. The Agreement has been reviewed and approved as to form by the City Attorney.

**Concurrence**

Highline Water District Manager will recommend the approval of the Agreement to the Highline Water District Board of Directors for approval at its meeting on Wednesday, February 6, 2013 at 9:00 am.



## INTERLOCAL AGREEMENT FOR USE OF HIGHLINE WATER DISTRICT PROPERTY

This Agreement ("Agreement") is entered into between the City of Des Moines, a Washington municipal corporation ("City") and Highline Water District, a Washington municipal corporation ("District") (individually a "Party" and collectively the "Parties"), for the purpose of describing the terms and conditions under which the District grants to the City the use of certain District property for recreational purposes.

### RECITALS

1. On November 15, 1995, the Parties entered into an interlocal agreement ("1995 Agreement") for the use of certain District Property located at the District's North Hill Water Storage Tank for City Parks and Recreation purposes.
2. During the term of the 1995 Agreement the City, with the District's permission, installed playground and associated equipment on the District's property.
3. The 1995 Agreement was terminated by the Parties on March 1, 2005.
4. The Parties entered into a new interlocal agreement on April 20, 2005 ("2005 Agreement") for the use of a portion of the District's North Hill Water Storage Tank property ("Property") by the City for parks and recreational purposes. The 2005 Agreement provided that the term of the 2005 Agreement was for two years expiring on April 20, 2007 and, by agreement of the Parties, was extended for one additional year to April 20, 2008. The Parties then entered into another interlocal agreement on June 11, 2008 ("2008 Agreement") for the use of a portion of the Property by the City for parks and recreational purposes. The 2008 Agreement was for five years expiring on June 10, 2013.
5. The Parties desire to enter into a revised interlocal agreement defining the terms and conditions under which the City will be authorized to continue to use the District Property.
6. The Parties are authorized pursuant to Chapter 39.33, the Intergovernmental Disposition of Property Act, and Chapter 39.34, the Interlocal Cooperation Act, to enter into agreements for the use of municipal property on such terms and conditions as may be mutually agreed upon by the Parties.

### AGREEMENT

Now, therefore, in consideration of the mutual promises contained herein the Parties agree as follows:

1. **Grant of Use, Property Description.** The District grants to the City the use of the Property as legally described on Exhibit A attached hereto and incorporated herein by this reference situated in King County, Washington, but not including the District's existing North Hill Water Storage Tank, pump station and associated mains, meters

and appurtenances, gate and fencing, and landscaping within the fenced area situated on the northwest portion of the Property, on the terms and conditions contained in this Agreement.

2. **Terms and Termination.** The term of this Agreement is for five (5) years commencing from the date of June 11, 2013 and terminating on June 10, 2018. Either Party may terminate this Agreement at any time without cause by giving written notice to the other in accordance with paragraph 11 of this Agreement of intent to so terminate, at least sixty (60) days prior to the intended effective date of termination.
3. **Use of Property.** The Property shall be used for parks and recreational purposes only. The City may authorize groups, clubs or organizations to use the Property for purposes authorized by this Agreement.
4. **Acceptance of Premises, Capital / Other Improvements.** The City accepts the Property subject to this Agreement in its present condition "as is, where is" with all faults and defects and may complete at its own cost and expense any additional capital or other improvements deemed necessary by the City required to make the Property usable and safe for park and recreational purposes. Such improvements and their completion shall be subject to review and prior written approval of the District.
5. **District Responsibilities.** The District shall be responsible for maintaining the District's North Hill Water Storage Tank, pump station and associated mains, meters and appurtenances, gate and fencing, and landscaping within the fenced area situated on the northwest portion of the Property.
6. **City Responsibilities.** The City shall be responsible for maintaining the park landscaping outside of the District's fenced North Hill Water Storage Tank situated on the Property including seasonal irrigation, mowing, plant maintenance and weed abatement, regular safety evaluations and as needed repair of park equipment. The City shall also be responsible for litter control, and garbage disposal, provided however, that the City may delegate such responsibilities to a community organization or other community volunteers but shall remain primarily responsible for such duties and responsibilities under this Agreement.
7. **Insurance.** The City shall provide insurance coverage related to the use of the Property as a public park in amounts and with coverage satisfactory to the District. The City shall obtain and keep in force during the term of the Agreement, Commercial General Liability insurance policies with insurance companies which have an A.M. Best's rating of A: VII or better and who are approved by the Insurance Commissioner of the State of Washington pursuant to Title 48 RCW.

Prior to the execution of this Agreement, the City shall file with the District either a certified copy of all policies with endorsements attached, or a certificate of insurance with endorsements attached as are necessary to comply with these specifications. Failure of the City to fully comply with the requirements regarding insurance will be considered a material breach of Agreement and shall be cause for

immediate termination of the Agreement and of any and all District obligations, regarding same.

The insurance shall provide coverage for the City and shall specifically name the District and its elected and appointed officials, officers, employees, agents and volunteers as insureds under such coverage by endorsement to such insurance policies. The City shall provide the District with such endorsement at the time of the execution of this Agreement. The coverage so provided shall protect against claims from bodily injuries, including accidental death, as well as claims for property damage which may arise from any act or omission of the City, the City's employees, agents or by anyone directly or indirectly employed by either of them.

The insurance shall be maintained in full force and effect at the City's expense throughout the term of this Agreement.

The District shall be given at least thirty (30) days written notice of cancellation, nonrenewal, material reduction or modification of coverage. Such notice shall be by certified mail to the District.

The coverages provided by the City's insurance policies shall be primary to any insurance maintained by the District, except for losses attributable to the sole negligence of the District. Any insurance that might cover this Agreement which are maintained by the District shall be in excess of the City's insurance and shall not contribute with the City's insurances.

The General Aggregate provision of the City's insurance policies shall be amended to show that the General Aggregate Limit of the policies applies separately to this Agreement.

The City's insurance policies shall not contain deductibles or self-insured retentions in excess of \$10,000 unless approved by the District.

The City's insurance policies shall contain a provision that the District has no obligation to report events which might give rise to a claim until a claim has been filed with the District's Board of Commissioners.

#### Types and Limits of Insurance Required:

##### Commercial General Liability

- \$2,000,000 each occurrence Bodily Injury and Property Damage liability
- \$2,000,000 annual aggregate
- Employees and volunteers as Additional Insureds
- Premises and operations

- Broad form property damage including underground, explosion and collapse hazards (XCU)
- Products completed operations
- Blanket Agreement
- Subcontractors
- Personal injury with employee exclusion deleted
- Employers liability (Stop gap)

#### Automobile Liability

- \$2,000,000 per accident bodily injury and property damage liability, including
- Any owned automobile
- Hired automobiles
- Non-owned automobile

As an alternative to the above indicated Commercial General Liability and Umbrella Liability insurance policies the City may provide the District with an Owners and Citys Protective (OCP) policy with a limit of coverage of \$5,000,000. If the City provides an OCP policy, the City shall additionally provide the District with evidence that the City's Commercial General Liability policy has been endorsed adding the District, its elected and appointed officials, officers, employees, agents and volunteers as insureds for at least products completed operations coverage.

Providing of coverages in the stated amounts shall not be construed to relieve the City from liability in excess of such limits.

The City shall maintain Workers Compensation insurance and/or Longshore and Harbor Workers insurance (or Jones Act coverage for all employees eligible for same) as required by state or federal statute for all of the City's employees to be engaged in work on the Property under this Agreement and, in case any such work is sublet, the City shall require the contractor similarly to provide workers compensation insurance and/or longshore and harbor workers insurance (or Jones Act coverage) for all of the contractor's employees to be engaged in such work. The City's Department of Labor & Industries account number shall be noted on the certificate of insurance. In the event any class of employees engaged in the work under this Agreement is not covered under Workers Compensation insurance or Longshore and Harbor Workers insurance (or Jones Act coverage) as required by state and federal statute, the City shall maintain and cause each contractor to maintain, Employers Liability insurance

for limits of at least \$1,000,000 for each employee for disease or accident, and shall furnish the District with satisfactory evidence of such.

The City shall be solely and completely responsible for safety and safety conditions on the Property which is the subject of this Agreement, including the safety of all persons and property during performance of the work. Any observation by District employees in the review of the City's performance of this Agreement is not intended to include review of the adequacy of the City's work methods, equipment, bracing, scaffolding, or trenching, or safety measures on the Property. The City shall provide safe access for the District and its employees and agents to adequately observe the City's performance.

The City shall be solely and completely responsible to perform all work and furnish all materials in strict compliance with all applicable state, city, county and federal laws, regulations, ordinances, orders and codes. The City's attention is directed to the requirements of the Washington Industrial Safety and Health Act (WISHA), Chapter 49.17 RCW.

The coverage of the City's policy shall be sufficiently broad enough to insure the provisions of the indemnity and hold harmless provision set forth in Section 8 of this Agreement.

Nothing contained in these insurance requirements shall be construed as limiting the extent of the City's responsibility for payment of damages resulting from the City's operations under this Agreement.

The City's insurance requirements in Section 7, with the exception of the Jones Act coverage and the Longshore and Harbor Workers insurance requirements, shall be fulfilled by the City's membership in Washington Cities Insurance Authorities. Washington Cities Insurance Authority is a municipal insurance pool providing liability coverage.

**8. Indemnification.** City shall defend, indemnify and hold harmless the District, its elected and appointed officers, officials, employees, agents and volunteers from and against any and every claim and risk and all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind, on account of injury to or death of any and all persons and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with this Agreement, or caused or occasioned in whole or in part by reason of the presence of the City or its employees, agents, contractors, licensees, and invitees, or their property, employees or agents, upon or in proximity to the Property, except only for those losses, claims or damages resulting solely from the negligence of the District, its officers, officials, employees and agents, or arising out of the maintenance, ownership, or use of the North Hill Water Storage Tank, pump station and associated mains, meters and appurtenances, gates, fencing, and landscaping located within the fenced area, on the northwest portion of the Property.

Should a court of competent jurisdiction determine that this Agreement 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 City and the District, its officials, officers, employees and agents, the City's liability hereunder shall be only to the extent of the City's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes City'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.

If a lawsuit arises in respect to this Agreement, the City shall appear and defend that lawsuit at its own cost and expense, and if judgment is rendered or settlement made requiring payment of damages by the District, its elected or appointed officers, officials, employees, agents and volunteers, the City shall pay the same..

**9. Right of Entry.** The District reserves the right to enter the Property at reasonable times, with or without notice to the City, for the purpose of maintenance of the District's North Hill Water Storage Tank, pump station and associated mains, meters and appurtenances gate and fencing, facilities and landscaping within the fenced area situated on the northwest portion of the Property and activities associated with the statutory purpose of the District.

**10. Removal of Park Equipment.** At the termination of this Agreement, the City agrees to remove all playground and park equipment and other improvements on the Property ("Equipment") if so requested by the District or so desired by the City. If following the termination of this Agreement the District requests the City to remove the Equipment and the City fails to do so within sixty (60) days of the date of the District's request, the District shall have the right, but not the obligation, to remove the Equipment and the City shall reimburse the District for all costs and fees incurred to remove the Equipment.

**11. Notices.** Any written notice given by either party to the other under the provisions of, or with respect to, this Agreement, shall be delivered in person, or by certified or registered mail to the following addresses:

CITY	City Manager City of Des Moines 21630 – 11 <sup>th</sup> Ave. South Des Moines, WA 98198-6398
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DISTRICT	General Manager Highline Water District P.O. Box 3867 Kent, WA 98032
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Or to such other address as each party hereto may notify the other.

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**12. Effective Date.** This Agreement shall be effective ("Effective Date") on the last date that the Agreement has been approved and signed by all of the Parties.

IN WITNESS WHEREOF, the parties have entered into this Agreement as evidenced by their signatures below:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2013.

**HIGHLINE WATER DISTRICT**  
By direction of its Board of Commissioners  
taken by Resolution \_\_\_\_\_.

**CITY OF DES MOINES**  
By direction of the Des Moines City  
Council taken \_\_\_\_\_.

\_\_\_\_\_  
Matt Everett  
General Manager

\_\_\_\_\_  
Anthony A. Piasecki  
City Manager

APPROVED AS TO FORM this \_\_\_\_ day of  
\_\_\_\_\_ 2013.

APPROVED AS TO FORM this \_\_\_\_ day  
of \_\_\_\_\_ 2013.

\_\_\_\_\_  
John W. Milne,  
Attorney for Highline Water District

\_\_\_\_\_  
Tim George  
Assistant City Attorney  
City of Des Moines

ATTEST:

\_\_\_\_\_  
City Clerk  
City of Des Moines



**A G E N D A I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: 2013 City Council Vision, Mission Statement, Goals and Strategic Objectives

FOR AGENDA OF: February 7, 2013

DEPT. OF ORIGIN: Administration

ATTACHMENTS:

DATE SUBMITTED: January 31, 2013

- 1. 2013 City Council Vision, Mission Statement, Goals and Strategic Objectives - legislative format
- 2. 2013 City Council Vision, Mission Statement, Goals and Strategic Objectives - changes incorporated

CLEARANCES:

- Legal \_\_\_\_\_
- Finance \_\_\_\_\_
- Marina \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Planning, Building & Public Works \_\_\_\_\_
- Police \_\_\_\_\_
- Courts \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is to allow the City Council to formally adopt its 2013 Vision, Mission Statement, Goals and Strategic Objectives.

**Motion**

“I move to adopt the Vision, Mission Statement, Goals and Strategic Objectives as amended by the City Council at the January 5, 2013 Council goal setting retreat.”

**Background and Discussion**

At its January 5, 2013, goal setting retreat, the City Council reviewed and amended its Vision, Mission Statement, Goals and Strategic Objectives for 2013. The attached reflects the decisions made by the Council. Attachment 1 shows the changes in legislative format and attachment 2 has the changes incorporated into the document in final form.

**Alternatives**

Council may chose not to adopt the attached Vision, Mission Statement, Goals and Strategic Objectives, leaving them as they were before the January 5, 2013 retreat. Council may also chose to pull this item from the Consent Calendar and change and/ or add items and issues not addressed in the attached document.

**Financial Impact**

None.

**Recommendation**

Staff recommends that Council adopt the attached Vision, Mission Statement, Goals and Strategic Objectives as amended.

**Concurrence**

None.

## ~~2012~~ 2013 Des Moines City Council

### Vision

An inviting, livable, safe waterfront community embracing change for the future while preserving our past.

### Mission Statement

We protect, preserve, promote and improve the community by providing leadership and services reflecting the pride and values of Des Moines citizens.

### Goals

1. Protect people and property
2. ~~Promote~~ Improve economic stability, growth, and vitality
3. Maintain the City's infrastructure
4. Enhance the City's infrastructure
5. Provide efficient and effective customer-oriented City services
- ~~5-6.~~ Improve and enhance community communications
- ~~6-7.~~ Preserve, enhance and celebrate the historic elements of the City
- ~~7-8.~~ Encourage community involvement
- ~~8.~~ Enhance livability for all generations
9. Preserve livability for all generations
10. Participate in regional and state issues and decisions
11. Protect the natural environment
- ~~12.~~ Enhance the natural environment

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### Strategic Objectives

#### Short Term

- Review and modify/update the institutional zoning code regulations pertaining to Highline Community College and retirement communities.
- ~~Conduct a marketing/branding exercise for the City.~~
- Continue and enhance the City's collaborations with Highline Community College and Central Washington University.
- ~~Develop and implement code changes a process to deal with nuisance properties.~~
- ~~Implement a public documents request tracking and paperless archiving software system.~~
- Finalize ~~Develop~~ and begin implementation of a Marina and Beach Park Business Plan.
- Aggressively pursue ~~Develop~~ alternative revenue sources.
- Increase opportunities to recognize community members/organizations and City staff.

- ~~Identify development regulations to delete or revise, starting with provisions related to insulated windows for airport noise mitigation in new construction.~~
- ~~Review and modify as needed business park regulations along the S. 216<sup>th</sup> commercial corridors.~~
- ~~Review and modify as needed the development regulations along Pacific Highway commercial corridor from S. 210<sup>th</sup> Street to S. 272<sup>nd</sup> Street.~~
- ~~Finalize and implement and practice the City's Emergency Management Plan.~~
- Develop and implement a plan to improve communications with the community including enhanced electronic communications and community forums.
- Continue and enhance the City's collaborations with the educational communities.
- Pursue new road funding both legislative and local options.

### Long Term

- Develop a marketing/branding program for the City.
- Identify development regulations to delete or revise.
- Continue and enhance the City's collaborations with the educational communities
- Determine how to fund ongoing maintenance of infrastructure and construction of new/upgraded infrastructure including safe, walkable streets.
- Work with the Pool District to keep a pool in the City.
- Continue to improve interactions with the Police Department, the Des Moines Police Guild, and the Des Moines Police Management Association.
- Continue to improve the City's reputation in the business and development community.
- Review and modify as needed development regulations in neighborhoods and residential areas.
- ~~Continue to improve our collaboration with Highline Community College and Central Washington University.~~
- Conduct a comprehensive review of Redondo issues and services.
- Study Des Moines Beach Park's future and designations.
- Continue to explore and develop opportunities in the 89 acre buyout area known as the Des Moines Creek Business Park.
- Work with local water utilities to identify low cost sources of water ("green lawns").
- Develop a plan to build a new Court House and City Hall in Des Moines.
- Address nuisance properties.
- Increase opportunities for public safety.
- 

### Process

1. Budget process.
2. Permit process.
3. ~~Council process.~~

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## 2013 Des Moines City Council

### Vision

An inviting, livable, safe waterfront community embracing change for the future while preserving our past.

### Mission Statement

We protect, preserve, promote and improve the community by providing leadership and services reflecting the pride and values of Des Moines citizens.

### Goals

1. Protect people and property
2. Promote economic stability, growth, and vitality
3. Maintain the City's infrastructure
4. Enhance the City's infrastructure
5. Provide efficient and effective customer-oriented City services
6. Improve and enhance community communications
7. Preserve and celebrate the historic elements of the City
8. Encourage community involvement
9. Preserve livability for all generations
10. Participate in regional and state issues and decisions
11. Protect the natural environment

### Strategic Objectives

#### Short Term

- Implement code changes to deal with nuisance properties.
- Finalize and begin implementation of a Marina and Beach Park Business Plan.
- Aggressively pursue alternative revenue sources.
- Increase opportunities to recognize community members/organizations and City staff.
- Review and modify as needed regulations along commercial corridors.
- Implement and practice the City's Emergency Management Plan.
- Develop and implement a plan to improve communications with the community including enhanced electronic communications and community forums.
- Continue and enhance the City's collaborations with the educational communities.
- Pursue new road funding both legislative and local options.

## **Long Term**

- Develop a marketing/branding program for the City.
- Identify development regulations to delete or revise.
- Continue and enhance the City's collaborations with the educational communities
- Determine how to fund ongoing maintenance of infrastructure and construction of new/upgraded infrastructure including safe, walkable streets.
- Work with the Pool District to keep a pool in the City.
- Continue to improve interactions with the Police Department, the Des Moines Police Guild, and the Des Moines Police Management Association.
- Continue to improve the City's reputation in the business and development community.
- Review and modify as needed development regulations in neighborhoods and residential areas.
- Conduct a comprehensive review of Redondo issues and services.
- Study Des Moines Beach Park's future and designations.
- Continue to explore and develop opportunities in the 89 acre buyout area known as the Des Moines Creek Business Park.
- Work with local water utilities to identify low cost sources of water ("green lawns").
- Develop a plan to build a new Court House and City Hall in Des Moines.
- Address nuisance properties.
- Increase opportunities for public safety.

## **Process**

1. Budget process.
2. Permit process.

**A G E N D A I T E M**

BUSINESS OF THE CITY COUNCIL  
City of Des Moines, WA

SUBJECT: 2013 Intergovernmental Policies and Positions

FOR AGENDA OF: February 7, 2013

ATTACHMENTS:

DEPT. OF ORIGIN: Administration

- 1. 2013 Intergovernmental Policies and Positions as amended by the City Council at the January 10, 2013, City Council meeting-legislative format
- 2. 2013 Intergovernmental Policies and Positions as amended by the City Council at the January 10, 2013, City Council meeting-changes incorporated

DATE SUBMITTED: January 31, 2013

CLEARANCES:

- Legal \_\_\_\_\_
- Finance \_\_\_\_\_
- Marina \_\_\_\_\_
- Parks, Recreation & Senior Services \_\_\_\_\_
- Planning, Building & Public Works \_\_\_\_\_
- Police \_\_\_\_\_
- Courts \_\_\_\_\_

APPROVED BY CITY MANAGER  
FOR SUBMITTAL: 

**Purpose and Recommendation**

The purpose of this agenda item is to allow the City Council to formally adopt the City’s Intergovernmental Policies and Positions as amended at the January 10, 2013, City Council meeting.

**Motion**

“I move to adopt the Intergovernmental Policies and Positions as amended by the City Council at the January 13, 2013 Council meeting.”

**Background and Discussion**

At its January 10, 2013, meeting, the City Council reviewed and amended the City’s Intergovernmental Policies and Positions. The attached reflects the decisions made by the Council. Attachment 1 shows the changes in legislative format and attachment 2 has the changes incorporated into the document in final form.

**Alternatives**

Council may chose not to adopt the attached intergovernmental relations policies and positions, leaving them as they were before the January 10, 2013 meeting. Council may also chose to pull this item from the Consent Calendar and change and/ or add policies and positions not addressed in the attached document.

**Financial Impact**

None.

**Recommendation**

Staff recommends that Council adopt the attached intergovernmental policies and positions as amended.

**Concurrence**

None.

**City of Des Moines**  
**2013~~2~~ Intergovernmental Policies and Positions**

A. General Policies

1. Any new, law, regulation, or requirement from the county, state, or federal levels should be matched with ongoing secure sources of revenue sufficient to fund the mandate.
2. Decisions affecting Des Moines are best made at the local level. Therefore, county, state and federal legislation or mandates should not erode or curtail local authority.
3. The City opposes any federal, state or regional actions which reduce the fiscal capacity of the City to provide services to its citizens.

B. Intergovernmental Positions

1. Metropolitan King County
  - a. The City supports continued King County funding of regional human service needs from current or future county revenues. Des Moines should remain a provider of local human services.
  - b. Any King County budget or service reductions should treat residents of incorporated and unincorporated areas equally.
  - c. King County Metro should provide the following transit services to Des Moines residents.
    - (1)    Existing routes
    - (2)    Metro should restore service lost to cutbacks since 2000.
    - (3) Provide looped service to the Woodmont and Redondo areas of Des Moines.
    - (4) Provide Dial-a-Ride service to the citizens of Des Moines.
    - (5)    Continue to fund the Access transit program.
    - (6)    Continue to fund the Senior Services Des Moines/Normandy Park Shuttle
    - ~~(6)~~(7)    If the Legislature authorizes King County Metro to councilmanically impose a Motor Vehicle Excise Tax to

fund transit, the Metro should restore and enhance services in Des Moines

- d. The City supports development of the Lake to Sound Trail System in south King County.
- e. The City will participate in the WRIA9 water quality improvement process. Any changes in or new sources of revenue from Des Moines residents to support projects should be subject to City Council review and authorization.
- f. The City of Des Moines supports other suburban cities in their negotiations to have King County fund infrastructure improvements in unincorporated areas prior to annexation. New unincorporated developments should provide urban level improvements such as adequate right-of-way, curb, gutter, underground utilities, etc.
- ~~g. The City supports re-initiation of 24-hour booking at the Regional Detention Center in Kent.~~
- ~~h-g.~~ King County should respect previous agreements regarding regional governance.

## 2. State of Washington

- a. Des Moines supports added state funding to meet local and regional transportation maintenance and capacity needs.
- a-b. Des Moines supports restoration of and additional funding for the planning acquisition, restoration and development of recreational and boating facilities and wildlife habitat.
- b-c. The City supports additional state funding for local criminal justice needs and training.
- ~~e-d. Des Moines supports added state funding to meet local and regional transportation maintenance and capacity needs.~~
- d-e. The City supports the restoration of historic levels of Public Works Trust Fund and Transportation Improvement Board funds and re-authorization of funding for the Community Economic Revitalization Board (CERB) and the Local Infrastructure Financing Tool (LIFT) program for local government infrastructure projects.
- e-f. Any electric utility deregulation should not result in increases for local rate payers and should provide for consumer aggregation

options for bulk purchases. (This policy also applies at the federal level.)

f.g. The City supports tort reform that reduces municipal liability and exposures.

g.h. The City opposes legislation that preempts local zoning control.

h.i. Des Moines supports legislation that treats City leases of DNR aquatic lands equal to Port leases and opposes legislation that increases the City's current lease rate.

i.j. The City opposes personnel and labor relations legislation which diminishes its management rights or mandates additional unfunded programs and benefits. (This policy also applies at the federal level.) Des Moines supports legislation providing civil immunity from reference checks.

j.k. The City supports continued improvements to high speed passenger rail travel from Portland to Vancouver, B.C. to reduce dependence on planes and automobiles.

k.l. The City supports legislation which would abolish the 1889-1890 right-of-way vacation by operation of law statutes.

l.m. The City supports legislation returning to Des Moines at no cost and with no conditions any portions of the SR-509 right-of-way south of South 216<sup>th</sup> Street not used for traffic improvements.

m.n. The City opposes any legislation which directly or indirectly aids in the expansion of Sea-Tac International Airport or the lengthening of any of its runways. (This policy also applies at regional and federal levels.)

n.o. The City opposes any legislation which reduces the authority of cities to annex territory.

o.p. The City opposes legislation which reduces the authority of cities to assume special purpose districts.

p.q. The City supports legislation that requires either sponsors of essential public facilities or jurisdictions in which EPF's are located to fully mitigate environmental, social, and economic impacts of the EPF in neighboring impacted jurisdictions.

q.r. The City opposes legislation that would reduce municipal control over city streets and rights-of-way.

- ~~f.s.~~ The City supports legislation to elect Port commissioners by district.
- ~~s.t.~~ The City opposes mandatory requirements for affordable housing, housing growth, and residential density targets.
- ~~t.u.~~ The City supports legislation clarifying the right of cities to exercise use and zoning powers with respect to gambling activities, including the power to adopt moratoria, interim zoning controls, and prohibit gambling activities.
- ~~tt.v.~~ The City supports legislation to increase the local share of municipal court fines and forfeits.
- ~~v.w.~~ The City supports legislation to allocate surplus LEOFF I pension funds to local government to assist in meeting LEOFF I medical and long term care obligations.
- ~~w.x.~~ Des Moines supports full state funding for Shoreline Management Plan updates.
- ~~x.y.~~ The City supports legislation establishing a state process for siting an additional major airport at a location at least 15 miles from SeaTac International Airport and other essential public facilities of a regional nature.
- ~~y.z.~~ The City supports legislation and legal appeals that overrule Washington Utilities and Transportation Commission decisions regarding city rights-of-way and Puget Sound Energy. Cities should not be required to purchase private easements for utilities and rules regarding utility relocates and undergrounding should be re-enacted.
- ~~z.aa.~~ The City supports investigations into whether or not Streamlined Sales Taxes are being properly collected and remitted to cities into which purchased items are delivered.
- ~~aa.bb.~~ The City supports retention of full local authority to operate municipal courts. Additionally, the City supports the position that cities may contract with another city to provide municipal court services and opposes legislation that would erode or eliminate this ability.
- ~~bb.cc.~~ The City supports flexible use of Real Estate Excise Taxes.
- ~~ee.dd.~~ The City supports State tax policies that assist cities in meeting infrastructure needs for new development in airport noise impacted areas.

- ~~dd-ee.~~ The City supports amendments to binding interest arbitration criteria as outlined in the Association of Washington City's legislative priorities.
- ~~ee-ff.~~ The City supports the Association of Washington City's proposals to manage public records requests.
- ~~ff-gg.~~ The City supports a state law changing the City's aquatic land lease to much less as the Marina provides access to the water through the fishing pier and the breakwater protects the base of the pier as well as the boat moorage.
- ~~gg-hh.~~ The City opposes the State's proposal to streamline the collection of B&O taxes and issuance of business licenses unless the new processes are revenue neutral to cities.
- ~~hh-ii.~~ The City opposes any reduction in state-shared liquor revenues and supports restoring state-shared liquor revenues to 2011 levels.
- ~~jj.~~ The City supports legislation that creates a true tax increment financing mechanism.
- ~~kk.~~ The City supports legislative review of the Growth Management Act in an effort to restore local control.
- ~~ll-ll.~~ The City supports the 2013 legislative priority to appropriately fund public education as required by the McCleary decision.

### 3. Federal

- a. Utility deregulation – see Policy B.2.e.
- b. Airport – The City supports the Port of Seattle in conducting a comprehensive Part 150 study that is in complete compliance with all applicable federal laws and regulations and encourages expansion of the noise mitigation program to provide insulation to all buildings within the noise contours that trigger such action for single-family homes. See also Policy B.2.m.
- c. Personnel – see Policy B.2.i.
- d. The City supports continued Community Development Block Grant funding.
- e. The City opposes legislation that nationalizes cable television and telecommunications franchising, reduces or eliminates cities' ability to manage their rights-of-way, or reduces or eliminates cities' ability to impose franchise fees and utility taxes.

- f. The City supports increasing federal funding of emergency preparedness for local first responders

4. Interjurisdictional and Regional

- a. The City supports a phased approach to the extension of SR-509. Phase I should guarantee completion of the route from I-5 to SR509 and include the following features: the I-5 collector/distributor lanes, a grade-separated interchange at South 200<sup>th</sup> Street, the planned South Access with interchange to SeaTac International Airport, and provisions for 24<sup>th</sup>/28<sup>th</sup> Avenues to continue uninterrupted beneath or over SR-509.
- b. The City supports construction of a bridge over I-5 at in the vicinity of South 240<sup>th</sup> Street.
- c. The City supports completion of the higher speed south access route from the SR-509 extension to the south end of the airport, to be funded by the Port of Seattle.
- d. The City supports the construction of the 28<sup>th</sup>-24<sup>th</sup> arterial as a separate business access roadway and opposes any interim use of this route for airport south access.
- e. Des Moines supports the development and implementation of a comprehensive regional and state Emergency Management, Response, and Communication System.
- f. The City supports straightening the Kent-Des Moines boundary on Highway 99 south of Kent-Des Moines Road so that Highway 99 would be the dividing boundary between the two cities.
- g. The City generally supports local, state, and regional efforts to proactively improve salmon habitat to avoid imposition of more restrictive and less flexible federal standards and efforts to continually improve and upgrade surface water capital facilities.
- h. The City supports and encourages local water districts to engage in regional and local efforts to ensure adequate future water through conservation and development of new supplies.
- i. The City supports ~~either a light rail alignment on or east of the SR 99 center median, or along 30<sup>th</sup> Avenue South, provided a light rail stop is added in the vicinity of South 216th Street; or the State~~ Route 509 alignment and designation of the west margin of Interstate 5 as the light rail corridor through Pacific Ridge.
- j. The City supports retention of local control over its roads.

- k. The City supports interlocal agreements with its neighboring cities to coordinate the collection of traffic impact fees and imposition of appropriate environmental mitigation for development projects near our respective boundaries.
- l. The City supports continued coordination with utility and other special districts to plan for capital improvements within the City limits.
- m. The City opposes any proposal extending Kent's cross-valley connector (South 228<sup>th</sup> Street) any further west than the south bound I-5/SR 509 proposed right-of-way.

Adopted by the  
Des Moines City Council  
At an open public meeting  
~~January 12, 2012~~ February 7,

| 2013



**City of Des Moines**  
**2013 Intergovernmental Policies and Positions**

A. General Policies

1. Any new, law, regulation, or requirement from the county, state, or federal levels should be matched with ongoing secure sources of revenue sufficient to fund the mandate.
2. Decisions affecting Des Moines are best made at the local level. Therefore, county, state and federal legislation or mandates should not erode or curtail local authority.
3. The City opposes any federal, state or regional actions which reduce the fiscal capacity of the City to provide services to its citizens.

B. Intergovernmental Positions

1. Metropolitan King County
  - a. The City supports continued King County funding of regional human service needs from current or future county revenues. Des Moines should remain a provider of local human services.
  - b. Any King County budget or service reductions should treat residents of incorporated and unincorporated areas equally.
  - c. King County Metro should provide the following transit services to Des Moines residents.
    - (1) Existing routes
    - (2) Metro should restore service lost to cutbacks since 2000.
    - (3) Provide looped service to the Woodmont and Redondo areas of Des Moines.
    - (4) Provide Dial-a-Ride service to the citizens of Des Moines.
    - (5) Continue to fund the Access transit program.
    - (6) Continue to fund the Senior Services Des Moines/Normandy Park Shuttle
    - (7) If the Legislature authorizes King County Metro to councilmanically impose a Motor Vehicle Excise Tax to

fund transit, the Metro should restore and enhance services in Des Moines

- d. The City supports development of the Lake to Sound Trail System in south King County.
  - e. The City will participate in the WRIA9 water quality improvement process. Any changes in or new sources of revenue from Des Moines residents to support projects should be subject to City Council review and authorization.
  - f. The City of Des Moines supports other suburban cities in their negotiations to have King County fund infrastructure improvements in unincorporated areas prior to annexation. New unincorporated developments should provide urban level improvements such as adequate right-of-way, curb, gutter, underground utilities, etc.
  - g. King County should respect previous agreements regarding regional governance.
2. State of Washington
- a. Des Moines supports added state funding to meet local and regional transportation maintenance and capacity needs.
  - b. Des Moines supports restoration of and additional funding for the planning acquisition, restoration and development of recreational and boating facilities and wildlife habitat.
  - c. The City supports additional state funding for local criminal justice needs and training.
  - d. The City supports the restoration of historic levels of Public Works Trust Fund and Transportation Improvement Board funds and re-authorization of funding for the Community Economic Revitalization Board (CERB) and the Local Infrastructure Financing Tool (LIFT) program for local government infrastructure projects.
  - e. Any electric utility deregulation should not result in increases for local rate payers and should provide for consumer aggregation options for bulk purchases. (This policy also applies at the federal level.)
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- m. The City opposes any legislation which directly or indirectly aids in the expansion of Sca-Tac International Airport or the lengthening of any of its runways. (This policy also applies at regional and federal levels.)
- n. The City opposes any legislation which reduces the authority of cities to annex territory.
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Adopted by the  
Des Moines City Council  
At an open public meeting  
February 7, 2013





On June 28, 2012, Des Moines City Council adopted Ordinance No. 1544 establishing the new Institutional Campus Zone (I-C) and development standards that support the uses, services and operations of large institutional facilities in the City that serve a regional clientele (**Attachment 2**). These facilities include Wesley Homes, Judson Park, and Highline Community College. The new zone is intended to facilitate the development or redevelopment plans as established in agency Master Plans. These changes also require the development of a land use designation and zone.

As part of the adopted 2012 Comprehensive Plan Amendments (Ordinance No. 1551), the City subsequently changed the preferred land use designation established by the *Des Moines Comprehensive Plan* (**Attachment 3**) from RF-Retirement Facility and SF-Single Family Residential to IC-Institutional Campus for the following properties:

Institution	Parcel ID Number	Address	Neighborhood Location
Wesley Homes	0822049014	815 S 216 <sup>th</sup> ST	Central Des Moines
	0822049087	816 S 216 <sup>th</sup> ST	
	0822049133	1122 S 216 <sup>th</sup> ST	
Judson Park Retirement Home	1722049025	23600 Marine View DR S	Zenith
Landmark on the Sound	1722049023	23660 Marine View DR S	Zenith
Highline Community College	1622049016	2400 S 240th St	South Des Moines
	1622049013		

### Discussion

The *Des Moines Comprehensive Plan* Land Use Element (Chapter 2) establishes preferred land use designations to reflect the desired zoning for all properties within the City. Over time the zoning map is required to be amended in order to achieve consistency with the identified preferred land use designations established by a jurisdiction's comprehensive plan which is the starting point for any planning process and the centerpiece of local planning. This concept is also one of the key requirements established by Policy 2-03-12 and Strategy 2-04-03 of the *Des Moines Comprehensive Plan* which states that the City must create consistency between the preferred land use designations and adopted zoning map.

The seven properties are not in compliance with this fundamental planning principle. The properties are currently zoned RM-900B and RS-7,200 which are inconsistent with the IC preferred land use designation. The zoning classification on the subject properties should be changed to I-C in order to effectuate the City Council's decision in 2012 to re-designate the preferred land use for these properties to IC. At this time, however, the Landmark on the Sound property is being excluded from the zoning reclassification given the property owner is uncertain whether the new I-C zone will provide them the same flexibility provided under the RM-900B zone. The Council Finance and Economic Development Committee discussed the matter at their January 29, 2013 meeting and directed staff to exclude the Landmark on the Sound property from the zoning reclassification. Maps illustrating the current and proposed zoning classifications are included as **Attachments 4 and 5** respectfully.

As amendments to Title 18 DMMC (Zoning) are considered Type VI Land Use Actions pursuant to DMMC 18.56.080(1) and as such require a public hearing with the City Council pursuant to DMMC 18.56.200 and 18.60.040, the date of the public hearing to consider Draft Ordinance 13-002 is required to be set by motion of the City Council pursuant to DMMC 18.60.120(3). Approval of the resolution setting the hearing date does not obligate the City Council to approve Draft Ordinance 13-002 at the public hearing.

Further, the regulations within the proposed amendments are classified as development regulations under the Growth Management Act as defined in RCW 36.70A.030(7); therefore, the Draft Ordinance was required to be provided to the Department of Commerce for review and comment by the Commerce and other State agencies. Expedited Review was requested under RCW 36.70A.106(3)(b) which provides for a 15-day review and comment period. If approved, the comment period will conclude on February 1, 2013; otherwise the standard 60-day period will apply and the comment period will conclude on March 18, 2013.

### **Alternatives**

The City Council may:

1. Adopt the Draft Resolution No. 13-002 as written.
2. Adopt the Draft Resolution with amendments by the City Council establishing a different hearing date.
3. Adopt the Draft Resolution as written and request that the staff make specific changes to the Draft Ordinance prior to the public hearing date.
4. Decline to adopt the Draft Resolution setting the hearing date to consider the proposed amendments to the official zoning map of the City of Des Moines – DMMC 18.80.010.

### **Financial Impact**

Amendments zoning map will not have a direct financial impact, but could facilitate the development needs of Highline Community College and retirement community properties which will have both direct and in-direct beneficial financial impacts on the City.



PLANNING, BUILDING, AND PUBLIC WORKS' FIRST DRAFT 01/29/13

DRAFT RESOLUTION NO. 13-002

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. 13-002 which amends the Zoning Map codified as chapter 18.80 DMMC.

WHEREAS, the City Council is considering amendments to chapter 18.80 DMMC - MAP, and

WHEREAS, a public hearing is necessary to receive public comment regarding this proposal, and

WHEREAS, a public hearing is required for adoption of an ordinance which amends a portion of the 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 amending of Draft Ordinance No. 13-002 amending chapter 18.80 DMMC - MAP is set for a public hearing before the City Council on Thursday, March 7, 2013, at 7:00 p.m., or as soon thereafter as the matter may be heard, in the City Council Chambers, 21630 11th Avenue South, suite B, Des Moines, Washington.

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

\_\_\_\_\_  
M A Y O R

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk



## Chapter 18.22 I-C INSTITUTIONAL CAMPUS ZONE

### Sections

<u>18.22.010</u>	Purpose of zone.
<u>18.22.020</u>	Permitted uses.
<u>18.22.030</u>	Master plans.
<u>18.22.040</u>	Master plan decision criteria.
<u>18.22.050</u>	Master plan amendments.
<u>18.22.060</u>	Property development standards.
<u>18.22.070</u>	Performance standards.

#### **18.22.010 Purpose of zone.**

(1) To provide a zoning district for colleges, universities, educational facilities, and retirement facilities.

(2) To ensure that colleges, universities, educational facilities, and retirement facilities that occupy large sites are planned, designed, and managed in a way that minimizes impacts on adjacent areas.

(3) To ensure that the expansion of existing institutional uses does not significantly adversely impact quality of life in adjacent residential areas. [Ord. 1544 § 2(1), 2012.]

#### **18.22.020 Permitted uses.**

Only those uses listed below shall be permitted in the I-C zone. Each use is more fully described in the United States Office of Management and Budget, North American Industry Classification System (2007), or as subsequently revised. The numbers in parentheses following each of the listed uses refer to the North American Industry Classification System (NAICS) code numbers:

(1) Educational services (61);

(2) Nursing and residential care facilities (623);

(3) Religious, grant-making, civic, and professional organizations (813). [Ord. 1544 § 2(2), 2012.]

#### **18.22.030 Master plans.**

(1) Purpose. The purpose of the master plan is to define the development of property, promote compatibility with neighboring areas and benefit the community with flexibility and innovation. With the exception of those uses and standards contained in this section, all other aspects of development, redevelopment or expansion will be regulated as prescribed in this title and other applicable codes.

(2) Master Plan Required. Master plan approval shall be required for all institutional uses with 150,000 square feet of total gross floor area or more. The calculation of the total gross floor area is calculated by combining the total gross floor area of all the buildings located within a contiguous campus area.

(3) Contents of Master Plan. A master plan shall consist of the following:

- (a) Site plans drawn at a maximum scale of 1:40 and illustrating the following:
- (i) Boundaries, dimensions, and acreage of the site;
  - (ii) Location of lot lines, rights-of-way, easements, and tracts within the site;
  - (iii) Location and nature of planned improvements to the vehicular and pedestrian circulation system within and abutting the site;
  - (iv) Location of planned buildings, structures, parking areas, and other improvements within the site;
  - (v) Location of proposed landscaped areas, recreation areas, and areas to be left undisturbed;
- (b) Conceptual landscaping plans for all required landscaping areas, exterior boundaries, internal streets, and common open space areas. The conceptual landscaping plans shall be drawn at a maximum scale of 1:20 and shall be prepared by a licensed landscape architect; and
- (c) Conceptual utilities plan drawn at a maximum scale of 1:20;
- (d) Environmental checklist;
- (e) Vicinity map(s) showing existing conditions within and surrounding the site including: land uses, zoning, buildings, vehicular and pedestrian circulation systems, existing topography indicated with five-foot contours, environmentally critical areas, and significant natural vegetation. The vicinity map shall be drawn at a maximum scale of 1:100;
- (f) A narrative description of the proposal, including a discussion of how it is consistent with applicable comprehensive plan policies; how any off-site environmental impacts will be mitigated; and a description of planned improvements, including the maximum site coverage, maximum gross square feet of occupiable floor area and the maximum floor area to be occupied by different types of uses, maximum building height for each building location, the nature and extent of off-site improvements, and development phasing;
- (g) A traffic analysis and report indicating the following: current and future traffic volumes and levels of service on the street system; planned and programmed traffic improvements and their relationship to any adopted state, local, and/or regional transportation plans or programs; anticipated traffic volumes and distribution; impacts generated by the proposal on future traffic volumes and levels of service; measures necessary to mitigate the proposal's effects on traffic and traffic systems, including the proposal's pro rata share of identified traffic improvements; a proposed transportation demand management (TDM) plan to reduce traffic impacts; and such other information as may be required by the city;
- (h) A technical information report containing the elements required by the city's adopted surface water design manual;
- (i) Covenants, conditions, and restrictions proposed by the applicant to control future development of the area subject to the master plan; and
- (j) A sign program indicating the general location, dimensions, height, and materials of signs consistent with the requirements for a comprehensive sign review provided in Article III of Chapter 18.42 DMMC. [Ord. 1544 § 2(3), 2012.]

**18.22.040 Master plan decision criteria.**

A master plan approval shall be granted by the city only if the applicant demonstrates that:

- (1) The master development plan includes a general phasing timeline of development and associated mitigation.
- (2) The master development plan meets or exceeds the current regulations for critical areas if critical areas are present.
- (3) There is either sufficient capacity and infrastructure (e.g., roads, sidewalks, bike lanes) in the transportation system (motorized and nonmotorized) to safely support the development proposed in all future phases or there will be adequate capacity and infrastructure by the time each phase of development is completed. If capacity or infrastructure must be increased to support the proposed master development plan, then the applicant must identify a plan for funding their proportionate share of the improvements.
- (4) There is either sufficient capacity within public services such as water, sewer and stormwater to adequately serve the development proposal in all future phases, or there will be adequate capacity available by the time each phase of development is completed. If capacity must be increased to support the proposed master development plan, then the applicant must identify a plan for funding their proportionate share of the improvements.
- (5) The master development plan proposal contains architectural design (including but not limited to building setbacks, insets, facade breaks, roofline variations) and site design standards, landscaping, provisions for open space and/or recreation areas, retention of significant trees, parking/traffic management and multimodal transportation standards that minimize conflicts and create transitions between the proposal site and adjacent neighborhoods and between institutional uses and residential uses.
- (6) The applicant shall demonstrate that proposed commercial or laboratory uses will be safe for the surrounding neighborhood and for other uses on the campus. [Ord. 1544 § 2(4), 2012.]

**18.22.050 Master plan amendments.**

- (1) Minor amendments to an approved master development plan may be approved by the city manager or designee if the amendment meets the development standards and criteria applicable to the zoning and requirements set forth in this section. Minor amendments include any revision or modification of the previously approved master development plan that would result in any one or more of the following:
  - (a) An increase in the square footage of any proposed building or structure of greater than 10 percent but less than 15 percent; or
  - (b) A change in the number of new parking spaces, parking spaces created by restriping existing parking areas and/or a combination of both, except for an increase in parking spaces for bicycles or electric vehicles or carpools that is greater than 10 percent but less than 15 percent; or
  - (c) A change in the original phasing timeline for mitigation of the master development plan; or
  - (d) Changes to building placement when located outside of the required setbacks and any required setbacks for critical areas; or

(e) A cumulative increase in impervious surface that is greater than 10 percent but less than 15 percent or a cumulative decrease in tree cover that is greater than 10 percent and less than 15 percent.

(2) Major amendments are changes that exceed the thresholds for a minor amendment or were not analyzed as part of an approved master development plan. Major amendments to an approved master development plan shall be processed as a new master plan. [Ord. 1544 § 2 (5), 2012.]

**18.22.060 Property development standards.**

All properties zoned I-C shall be subject to the following development standards:

(1) The maximum building height for master plan sites of 10 acres or more shall be as follows:

(a) The maximum building height for multi-unit residential buildings shall be 85 feet as measured from the average finished grade.

(b) The maximum building height for all other buildings and structures shall be 65 feet as measured from the average finished grade.

(2) The maximum building height for master plan sites of less than 10 acres shall be as follows:

(a) The maximum building height for multi-unit residential buildings shall be 45 feet as measured from the average finished grade.

(b) The maximum building height for all other buildings and structures shall be 35 feet as measured from the average finished grade.

(3) Buildings with a height of 35 feet or less shall be set back a minimum of 20 feet from all property lines. Buildings with a height above 35 feet shall be set back 20 feet for the first 35 feet plus one foot for every 2 feet of height above 35 feet.

(4) Buildings, parking areas, and other paved surfaces, exclusive of public rights-of-way and recreation areas developed and accessible to the public, shall cover no more than 75 percent of the building site. [Ord. 1544 § 2(6), 2012.]

**18.22.070 Performance standards.**

Every property within the I-C zone shall conform to the following performance standards:

(1) Nuisances. No use, activity, or equipment shall be permitted which creates a nuisance or is offensive, objectionable, or hazardous by reason of creation of odors, noise, sound, vibrations, dust, dirt, smoke, or other pollutants, noxious, toxic, or corrosive fumes or gases, radiation, explosion or fire hazard, or by reason of the generation, disposal, or storage of hazardous or dangerous wastes or materials.

(2) Loading and Parking Areas.

(a) Loading areas shall be set back, recessed and/or screened so as not to be visible from adjacent public rights-of-way or properties designated as single-family, multifamily, or park by the city of Des Moines comprehensive plan.

(b) Load areas shall only be allowed between the rear lot line and the extension of the front facade of the principal structure, provided no loading areas are allowed between a building and a side street lot line.

(3) All uses shall conform to the off-street parking and loading area requirements as set forth in chapter 18.44 DMMC, or as hereinafter amended; provided, however, employee parking may be reduced through implementation of a transportation demand management (TDM) program.

(4) Landscaping.

(a) All uses shall conform to the landscaping and buffering requirements as set forth in chapter 18.41 DMMC.

(b) Landscaping shall be designed to achieve an aesthetically pleasing park-like setting; integrate landscaping in master plan design; preserve significant trees, particularly tree clusters; reinforce the relationship to its natural setting; soften building masses; provide visual screening from, and provide transition to, adjacent residential areas, and noise and wind buffering; define automobile and pedestrian circulation patterns; maintain and strengthen public vistas; provide screening for on-site parking areas, and refuse and recycling receptacles; create functional and accessible active and passive outdoor activity spaces; and create linkages, where feasible, to city and regional parks and trail systems.

(5) Trash and Recycling Receptacles. Trash and recycling receptacles shall be a minimum of 15 feet from any properties designated as single-family, multifamily, or park by the city of Des Moines comprehensive plan.

(6) Exterior Mechanical Devices. Air conditioners, heating, cooling, ventilating equipment, pumps and heaters and all other mechanical devices shall be screened from surrounding properties and streets and shall comply with the maximum environmental noise levels established by chapter 173-60 WAC as presently constituted or as may be subsequently amended.

(7) Exterior Lighting.

(a) Lighting shall comply with the Zone 2 requirements for exterior light established by the 2009 Washington State Energy Code as presently adopted or as subsequently amended.

(b) Lighting shall be fully shielded in such a manner that the bottom edge of the shield shall be below the light source so no light is emitted above the horizontal plane of the lighting fixture.

(c) Ground-mounted floodlighting shall only be used to illuminate landscaping areas, accentuate key architectural features or illuminate flag poles.

(d) Exterior lighting shall provide a minimum of at least 1.5 foot-candles for parking lots and walkways.

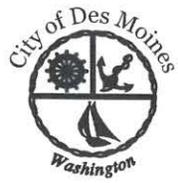
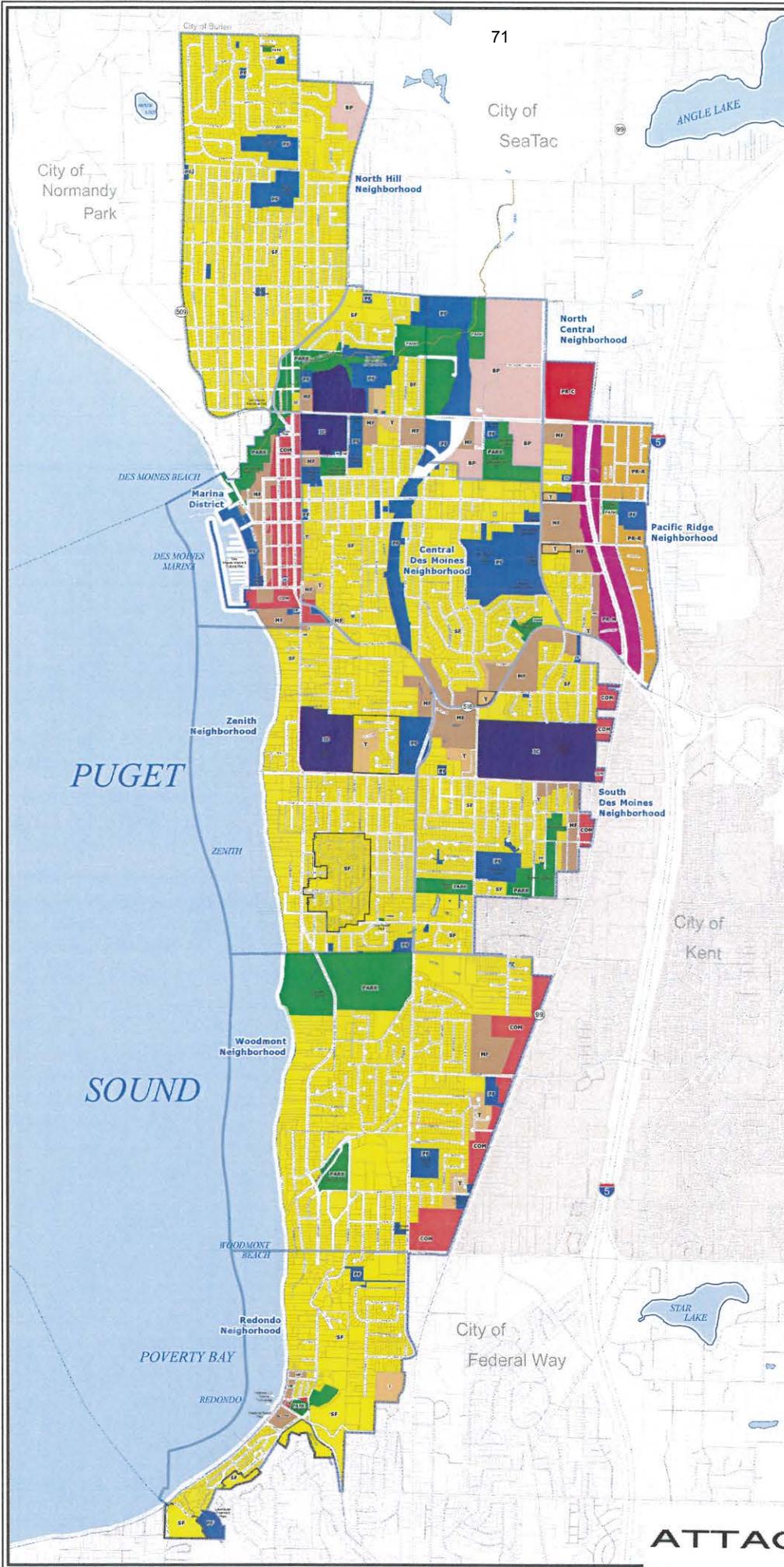
(e) Exterior lighting shall be less than 0.2 foot-candles at the property lines which abut properties designated as single-family, multifamily, or park by the Des Moines comprehensive plan.

(f) A photometric plan and exterior lighting summary shall be required and shall be submitted as part of the building permit application. [Ord. 1544 § 2(7), 2012.]

**The Des Moines Municipal Code is current through Ordinance 1548, passed August 30, 2012.**

Disclaimer: The City Clerk's Office has the official version of the Des Moines Municipal Code. Users should contact the City Clerk's Office for ordinances passed subsequent to the ordinance cited above.

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Code Publishing Company  
(<http://www.codepublishing.com/>)  
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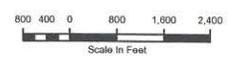


**City of Des Moines**  
 Comprehensive Plan  
**Preferred Land Use**

- Designations**
- RESIDENTIAL
    - MF - Multifamily
    - PR-R - Pacific Ridge Residential
    - SF - Single Family
    - T - Townhome
  - COMMERCIAL/NON RES
    - BP - Business Park
    - COM - Commercial
    - IC - Institutional Campus
    - PARK - Park
    - PF - Public Facility
    - PR-C - Pacific Ridge Commercial
    - PR-M - Pacific Ridge Mixed
  - Des Moines City Limits
  - Neighborhood Planning Areas
  - PUD See Plan For Density

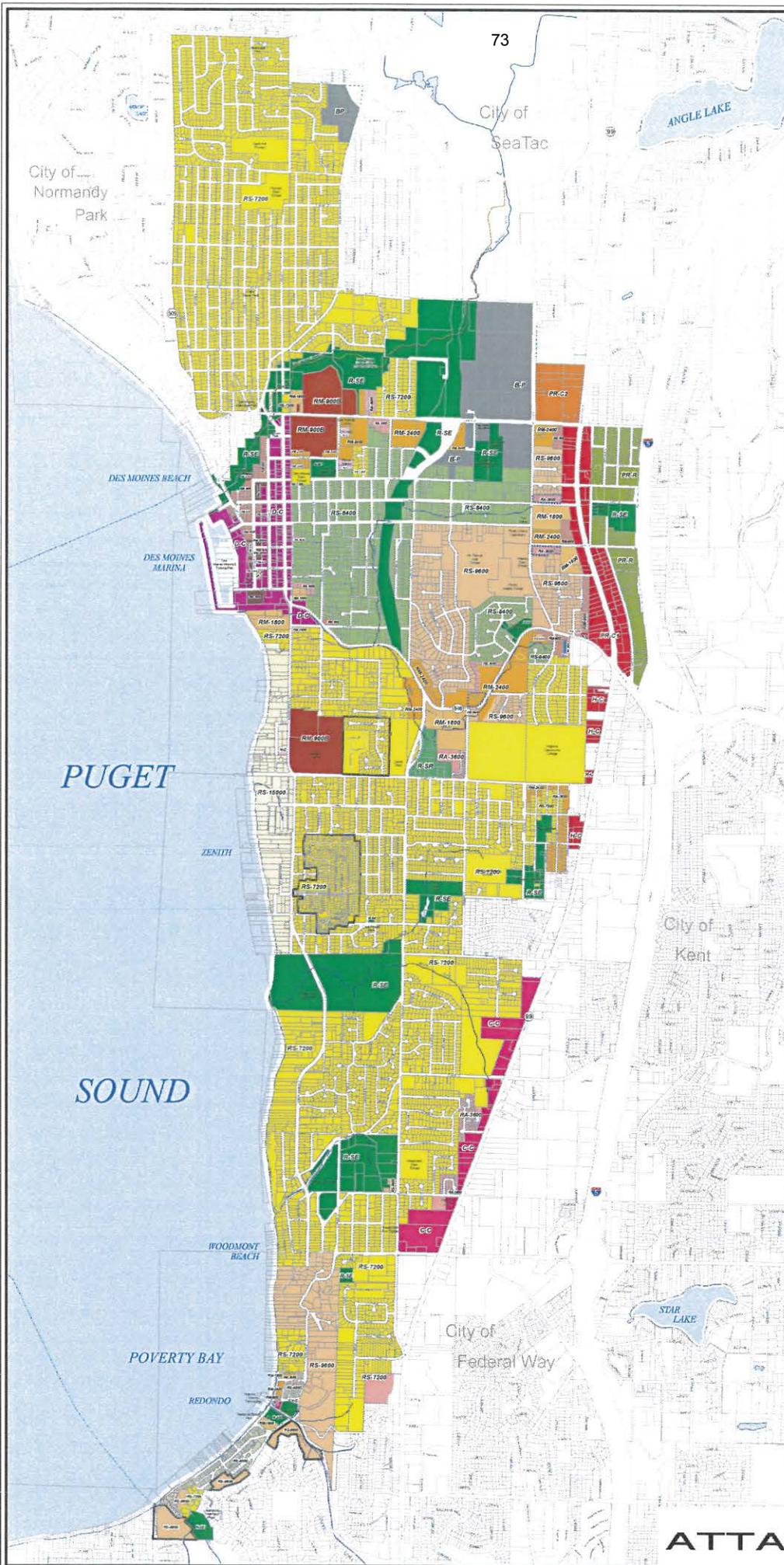
**CITY OF DES MOINES COMPREHENSIVE PLAN MAP SERIES**  
 This map series is intended for general planning purposes related to the City of Des Moines Comprehensive Plan.

- Enacting Ordinances**
- ORDINANCE, YEAR**
- Ord. 1551, 2012
  - Ord. 1528, 2011
  - Ord. 1499, 2010
  - Ord. 1469, 2009
  - Ord. 1425, 2008
  - Ord. 1376, 2006
  - Ord. 1232, 2003
  - Ord. 1265, 2000
  - Ord. 1238, 1999
  - Ord. 1176, 1996
  - Ord. 1160, 1995



**Planning, Building & Public Works**  
 21630 11th Ave S, Suite D  
 Des Moines, WA 98198-6398  
 PHONE: (206) 870-7576 \* FAX: (206) 870-6544





# City of Des Moines

## Zoning Map

- RESIDENTIAL ZONING**
- R-SE Residential: Suburban Estates
  - R-SR Residential: Suburban Residential
  - RS-15,000 Residential: Single Family 15,000
  - RS-9,000 Residential: Single Family 9,000
  - RS-8,400 Residential: Single Family 8,400
  - RS-7,200 Residential: Single Family 7,200
  - RS-4,000 Residential: Single Family 4,000
  - RA-3,000 Residential: Attached Townhouse & Duplex
  - RM-2,400 Residential: Multifamily 2,400
  - RM-1,800 Residential: Multifamily 1,800
  - RM-500 Residential: Multifamily 500
  - RM-900A Residential: Multifamily 900A
  - RM-900B Residential: Multifamily 900B
  - PR-R Pacific Ridge Residential

- COMMERCIAL ZONING**
- N-C Neighborhood Commercial
  - B-C Business Commercial
  - C-C Community Commercial
  - D-C Downtown Commercial
  - G-C General Commercial
  - B-P Business Park
  - H-C Highway Commercial
  - PR-C1 Pacific Ridge Commercial 1
  - PR-C2 Pacific Ridge Commercial 2

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

**Enacting Ordinances**

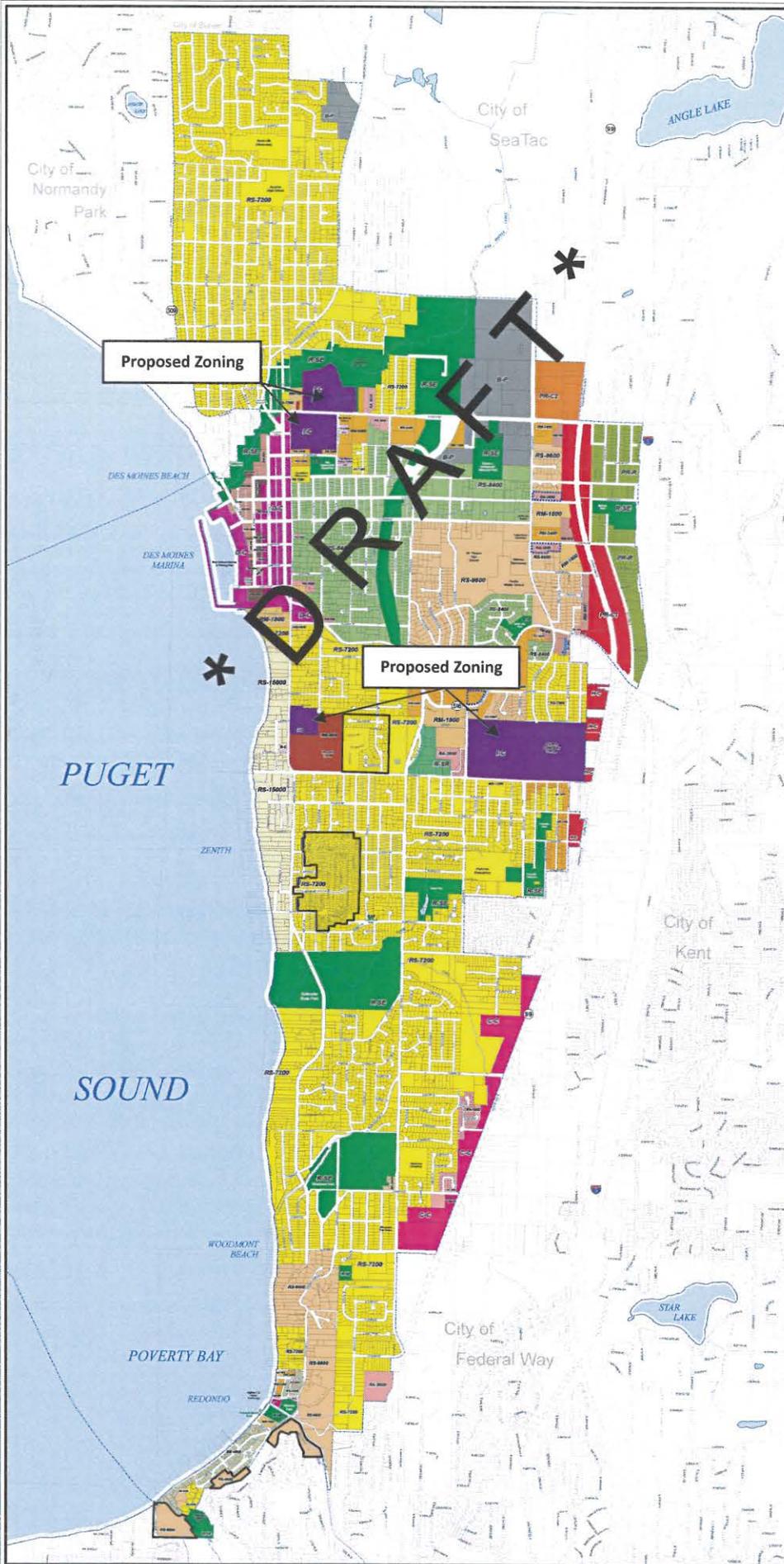
Description	Ordinance	Effective Date
Adoption of a new zoning map	1235	May 5, 1999
Renaming of zones	1237	May 17, 1999
Business Park (B-P) zones	1251	June 21, 2000
Pacific Ridge zones	1287	July 25, 2000
Redondo River annexation	1275	September 1, 2000
Adoption of GIS maps	1289	October 11, 2001
Michael/Charlman zones	1372	January 11, 2006
Redondo Zones	1397	March 7, 2007
Crestwood Park	1420	December 6, 2007
Crawfish Zones	1431	June 29, 2008
Sea View Zones	1520	October 12, 2011
Barton Zones	1546	July 26, 2012

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# 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-9,600 Residential: Single Family 9,600
- RS-8,400 Residential: Single Family 8,400
- RS-7,200 Residential: Single Family 7,200
- RS-4,000 Residential: Single Family 4,000
- 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-C1 Pacific Ridge Commercial 1
- PR-C2 Pacific Ridge Commercial 2

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

### Enacting Ordinances

Description	Ordinance	Effective Date
Adoption of digital zoning map	1235	May 6, 1999
Revising of zones	1237	May 17, 1999
Business Park (B-P) rezoning	1261	June 21, 2000
Pacific Ridge rezone	1267	July 25, 2000
Rebranding Rezoning	1270	September 1, 2002
Adoption of GIS maps	1289	October 11, 2001
Milward/Chambers rezoning	1372	January 11, 2006
Redondo Rezoning	1391	March 7, 2007
Chesland Park	1420	December 8, 2007
Osarville Rezoning	1431	June 28, 2008
Sea Mar Rezoning	1520	October 13, 2011
Sutton Rezoning	1546	July 26, 2012
I-C	888	MMB 06 YYYY

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 File: Zoning.mxd  
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